



Australian Government  
Australian Renewable Energy Agency

ARENA

21 December 2018

Dr Andrew Simpson  
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Fast Cities Australia Pty Ltd  
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arena.gov.au  
ABN 35 931 927 899

Dear Dr Simpson

**Advancing Renewables Program application (PF010)**

Thank you for your proposal titled 'Fast Cities Australia Pty Ltd creating a National Ultrafast EV Charging Infrastructure Network' (the Project) for funding under the Advancing Renewables Program of up to \$15.0 million (GST exclusive), submitted on Wednesday, 22 August 2018 by Fast Cities Australia Pty Ltd to the Australian Renewable Energy Agency (ARENA).

Following an assessment of your application, I am pleased to advise you that ARENA wishes to negotiate the terms of an agreement to fund your application. ARENA will consider providing such funding subject to agreement to the conditions outlined in this letter below and the finalisation of a draft Funding Agreement in a form and substance satisfactory to ARENA.

I appreciate you taking the time on 11 December 2018 to discuss this outcome. Pending execution of a funding agreement, we require you to treat the contents of this letter and any ensuing discussions as confidential. Disclosure to third parties must be with the written consent of ARENA and any future media releases should be jointly agreed between ARENA and Fast Cities Australia Pty Ltd. ARENA reserves the right to terminate discussions should these conditions not be met.

The ARENA Board has approved for ARENA to provide up to \$15.0 million (GST exclusive) of ARENA funding (Arena Funding) subject to:

- a. Finalisation of all Project documents, including:
  - i. the disclosure of all related party arrangements;
  - ii. the agreements with Tritium Pty Ltd, ERM Power Ltd, and other commercial counterparties on terms acceptable to ARENA;
  - iii. provision of a final financial model on terms satisfactory to ARENA; and
  - iv. provision of a profit reinvestment plan defining eligible expenditure for revenues generated from the Project, on terms satisfactory to ARENA.
- b. Evidence to ARENA's satisfaction of an irrevocable commitment to underwrite \$34.9m from the St Baker Energy Innovation Fund;
- c. Evidence to ARENA's satisfaction that all charging stations will be powered with renewable energy either off site via contractual arrangements with energy providers or with onsite

- Solar Photovoltaic (Solar PV) panels;
- d. Implementation of an ARENA funding recoupment mechanism on terms satisfactory to ARENA;
  - e. The Applicant agreeing to a knowledge sharing plan on terms acceptable to ARENA; and
  - f. The Project reaching Financial Close by 30 April 2019.

ARENA seeks to negotiate the terms of a proposed funding agreement within 60 days from the period commencing 21 December 2018. ARENA may choose to extend this negotiating period at its discretion, and you may request an extension in writing. A binding legal agreement will not be achieved until the funding agreement has been executed by ARENA and Fast Cities Australia Pty Ltd, and no funds will be payable until a binding legal agreement is in place.

Once you have reviewed the draft Funding Agreement, please contact your client manager, s22 s22 via s22 @arena.gov.au (citing the above application number) to make arrangements for the negotiation of the agreed content.

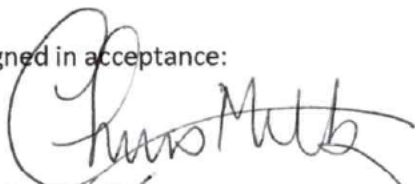
This letter does not represent an agreement to negotiate, nor does it represent an offer of funding, by ARENA. ARENA is free to withdraw from the negotiations in relation to potentially funding your application prior to the execution of any final executed funding agreement without any liability or obligation to Fast Cities Australia Pty Ltd, or any consortium member. Any actions undertaken by Fast Cities Australia Pty Ltd, or any consortium member, in reliance of this letter or any activities contemplated by it, will be at Fast Cities Australia Pty Ltd or that consortium member's, own risk and expense. If Fast Cities Australia Pty Ltd wishes to negotiate a funding agreement on the terms outlined in this letter please sign and return a copy of this letter.

Yours sincerely



Ian Kay  
Chief Financial Officer

Signed in acceptance:



Dr Andrew Simpson  
Head of Planning and Technology  
Fast Cities Australia Pty Ltd

CHRISTOPHER MILLS.  
CEO

FAST CITIES AUSTRALIA PTY LTD



**Australian Government**

**Australian Renewable Energy Agency**

## Advancing Renewables Program Funding Agreement

**ARENA agrees to provide the ARENA Funding, and the Recipient agrees to complete the Project and achieve the Outcomes, in accordance with the terms of this Agreement.**

### PROJECT DETAILS

#### PART 1 – PROJECT OVERVIEW

1. Project Title	Fast Cities – Creating a National Ultrafast EV Charging Infrastructure Network
2. Contract Number	2019/ARP005
3. Recipient	Fast Cities Australia Pty Ltd, ABN 58 613 484 754 (trading as Evie Networks)
4. Guidelines	Advancing Renewables Program – Program Guidelines dated 1 May 2017 ARENA Variation Policy (available at <a href="https://arena.gov.au/funding/programs/">https://arena.gov.au/funding/programs/</a> )

#### PART 2 - KEY PROJECT DETAILS

5. Project	See item 1.1 of Schedule 1
6. Outcomes	See item 1.2 of Schedule 1
7. Budget	\$50,200,000 (excluding GST)
8. ARENA Funding	\$15,000,000 (excluding GST) representing 29.88% of the Budget
9. Recipient Contributions	\$300,000 (excluding GST), representing <1% of the Budget
10. Other Contributions	\$34,900,000 (excluding GST), representing 69.52% of the Budget
11. Payment type	Milestone payments
12. Changes to Budget (Clause 11)	10%
13. Limit on unspent ARENA Funding (clause 25)	10%
14. Project Completion Date	29 April 2022

# Advancing Renewables Program Funding Agreement

<p>15. Specified Personnel</p>	<p><b>Project Personnel:</b> Mr Chris Mills, <a href="mailto:cmills@fastcities.com.au">cmills@fastcities.com.au</a>, +61 448 481 222</p> <p><b>Knowledge sharing Personnel:</b> Dr. Andrew Simpson, PhD., <a href="mailto:asimpson@fastcities.com.au">asimpson@fastcities.com.au</a>, +61 424 016 248</p>
<p>16. Approved subcontractors (Clause 15.1(k)(ii))</p>	<p>Tritium Pty Ltd, ABN: 75 095 500 280 Schneider Electric (Australia) Pty Ltd, ABN 42 004 969 304 MetaSite Pty Ltd, ABN 79 145 899 458 Service Stream Ltd, ABN 46 072 369 870 ERM Power Ltd, ABN 28 122 259 223</p>
<p>17. Project Participants (Clause 20)</p>	<p>UQ Dow Centre, ABN 63 942 912 684</p>
<p><b>PART 3 - OTHER CONTRACT INFORMATION</b></p>	
<p>18. Insurance requirements (Clause 15.1(l))</p>	<ol style="list-style-type: none"> <li>1. Workers compensation in accordance with relevant State or Territory legislation</li> <li>2. Public liability insurance for a minimum amount of \$20 million</li> <li>3. Professional indemnity insurance for a minimum amount of \$10 million</li> <li>4. Product liability insurance for a minimum amount of \$10 million</li> <li>5. Vehicle third party property damage liability insurance for a minimum amount of \$10 million and compulsory third-party insurance in accordance with relevant State or Territory legislation.</li> </ol>
<p>20. Acknowledgement of support ( clause 20.1)</p>	<p><b>Acknowledgement</b> The Recipient must acknowledge the support received from ARENA by including the following statement in any media or collateral activity associated with the Project: <i>This Project received funding from ARENA as part of ARENA's Advancing Renewables Program</i></p> <p><b>Signage</b> The Recipient must also acknowledge the support received from ARENA by placing signage outside the site or facility where the Project is undertaken which includes the following statement: <i>Fast Cities Australia Pty Ltd / Evie Networks has received support from ARENA for the Creating a National Ultrafast EV Charging Infrastructure Network project as part of ARENA's Advancing Renewables Program</i></p>
<p>21. Disclaimer (clause 20.4)</p>	<p>The Recipient must include the following statement on any published material in relation to the Project: <i>The views expressed herein are not necessarily the views of the Australian Government, and the Australian Government does not accept responsibility for any information or advice contained herein</i></p>



# Advancing Renewables Program Funding Agreement

<b>22. Recipient Confidential Information (Clause 21)</b>	As per Schedule 1, Part 4: Knowledge Sharing Plan
<b>23. Address for invoices (clause 6.5)</b>	Project Manager Australian Renewable Energy Agency GPO Box 643, Canberra ACT 2601 Email: <a href="mailto:arenacontracted@arena.gov.au">arenacontracted@arena.gov.au</a>
<b>24. Address for Notices</b>	<b>ARENA:</b> Director, Contract Management Services <b>Delivery and email address:</b> Level 8, 2 Phillip Law Street New Acton Canberra ACT 2601 Email: <a href="mailto:arenacontracted@arena.gov.au">arenacontracted@arena.gov.au</a>  <b>The Recipient:</b> Dr. Andrew Simpson, Head of Technology and Planning  <b>Delivery and email address:</b> 11/344 Queens Street BRISBANE QLD 4000 Email: <a href="mailto:asimpson@fastcities.com.au">asimpson@fastcities.com.au</a>

## Standard Projects Funding Agreement General Conditions

### 1 Duration of Agreement

- 1.1 This Agreement begins on the Commencement Date and continues until the End Date.

### 2 Recipient to undertake the Project

- 2.1 Subject to the terms of this Agreement, the Recipient must:
- (a) undertake the Project and achieve the Outcomes;
  - (b) progress the Project in a timely and expeditious manner (without limiting its other obligations under this clause 2.1);
  - (c) meet the completion dates for the Milestones listed in item 1.4 of Schedule 1, or, if Milestones are not specified, the dates set out in item 1.5 of Schedule 1; and
  - (d) complete the Project by the Project Completion Date.
- 2.2 The Recipient must not commence any work in respect of the Project and ARENA shall have no obligation to provide the ARENA Funding until the preconditions set out in item 1.3 of Schedule 1 (if any) have been satisfied.
- 2.3 The Recipient must:
- (a) promptly notify ARENA, in writing, of any delay or anticipated delay to the progress of the Project or achievement of a Milestone; providing the reason for the delay, the anticipated impact on the Project, and steps the Recipient is taking or will take to overcome the delay; and
  - (b) keep ARENA updated as to the status of any such notified delay.

### 3 Stages

Not used.

### 4 Knowledge sharing

- 4.1 The Recipient must:
- (a) in consultation with ARENA, implement and comply with the Knowledge Sharing Plan;
  - (b) ensure the delivery of the Knowledge Sharing Deliverables; and
  - (c) as reasonably required by ARENA:
    - (i) participate in relevant meetings, conferences, seminars, workshops, surveys and interviews;
    - (ii) deliver presentations; and
    - (iii) provide briefings to the ARENA Board and ARENA staff and other relevant industry forums,

on Project progress and achievement of the Outcomes.

- 4.2 It is the Recipient's responsibility to ensure that any Project documentation or information (including any reports) prepared for public release does not contain any Recipient Confidential Information.
- 4.3 The Recipient must categorise the documentation and information it provides to ARENA pursuant to the Knowledge Sharing Plan as follows:
- (a) **public unrestricted:** information that may be shared freely within ARENA, with industry participants, and with the public in general;
  - (b) **public restricted:** information that may be shared freely within ARENA, with industry participants, and with the public in general, subject to any reasonable restrictions specified in the Knowledge Sharing Plan; and
  - (c) **Recipient Confidential Information:** information that may be shared in accordance with clause 21.

### 5 ARENA Funding

- 5.1 Subject to this Agreement, including satisfaction of the Payment Criteria, ARENA will pay the ARENA Funding to the Recipient in accordance with item 2.2 of Schedule 1.
- 5.2 Notwithstanding any other provision of this Agreement, ARENA's total liability under or in connection with this Agreement, including all ARENA Funding paid or payable, will not exceed an amount equal to the ARENA Funding.
- 5.3 ARENA may set-off any money due for payment by ARENA to the Recipient under this Agreement against any money owed by the Recipient to ARENA under this Agreement or any other agreement between the parties under which ARENA provides funding to the Recipient.

### 6 Funds Payment Request and Payment Criteria

- 6.1 Upon satisfaction of the Payment Criteria as set out in clause 6.3, the Recipient may submit a request for payment of ARENA Funding, in the form of a Funds Payment Request, as follows:
- (a) if item 11 of the Project Details provides for Instalment payments, at the time set out in item 1.5 of Schedule 1; or
  - (b) if item 11 of the Project Details provides for Milestone payments, upon the achievement of a Milestone in accordance with item 1.4 of Schedule 1.
- 6.2 Subject to this Agreement, if the Recipient has satisfied the Payment Criteria to which the Funds Payment Request relates, ARENA must make payment within 30 days after receiving a valid Funds

Payment Request, into the account nominated by the Recipient.

6.3 The following Payment Criteria must be satisfied by the Recipient as a condition precedent to payment of ARENA Funding:

- (a) submission of an invoice which complies with the requirements set out in clause 6.4, together with the Funds Payment Request;
- (b) provision of any report or plan due to be provided before the date for payment in accordance with clause 12 and item 3 of Schedule 1, and ARENA's acceptance of that report or plan;
- (c) provision of all Knowledge Sharing Deliverables due to be provided before the date for payment, and ARENA's acceptance of those deliverables;
- (d) if item 11 of the Project Details provides for Milestone payments, achievement of any Milestone due to be achieved (including providing any Milestone deliverables due to be provided), provision of a Milestone Report to ARENA, and ARENA's acceptance of that report; and
- (e) in respect of the final payment due under this Agreement (whether by an Instalment payment or a Milestone payment), submission of the Final Report to ARENA, and ARENA's acceptance of that report.

6.4 An invoice submitted by the Recipient must be, to be correctly rendered:

- (a) be accompanied by a Funds Payment Request;
- (b) meet the requirements of a tax invoice as set out in the GST Law;
- (c) be in a form approved by ARENA; and
- (d) set out:
  - (i) the agreement number and Project title; and
  - (ii) the amount of funding to be paid by ARENA together with the supporting documentation and other evidence specified in item 2 of Schedule 1.

6.5 The Recipient must:

- (a) submit invoices to the address listed in item 23 of the Project Details;
- (b) cooperate with any request by ARENA with respect to invoicing and payment where ARENA advises that it is moving to a different payment system; and
- (c) at least 20 Business Days before the date of each Milestone set out in item 1.4 of Schedule 1, notify StBEIF in writing of the amount of the

relevant Milestone that remains to be paid on or by that Milestone date.

## 7 Bank Account

7.1 The Recipient must:

- (a) ensure that the ARENA Funding, Recipient Contributions and Other Contributions are held in an account in the Recipient's name, and which the Recipient solely controls, with a deposit-taking institution authorised under the *Banking Act 1959* (Cth) to carry on banking business in Australia (**Bank Account**);
- (b) ensure that the Bank Account is:
  - (i) established solely for the purposes of accounting for, and administering, any funds paid to the Recipient;
  - (ii) an account that bears a rate of interest reasonably required by ARENA; and
  - (iii) separate from the Recipient's other operational accounts;
- (c) on notification from ARENA, provide ARENA and the authorised deposit-taking institution with an authority for ARENA to obtain any details relating to the use of the account;
- (d) notify ARENA, prior to the receipt of any ARENA Funding, of details sufficient to identify the account;
- (e) if the account changes, notify ARENA within 14 days after the change occurring, providing ARENA with details of the new account, and comply with this clause 7 in respect of the new account; and
- (f) identify the receipt and expenditure of the ARENA Funding separately within the Recipient's accounting records so that at all times the ARENA Funding is identifiable and ascertainable.

7.2 Without limiting clause 7.1, for the period from the Commencement Date until the approval of the final Milestone in item 1.4 of Schedule 1, the Recipient must not withdraw monies from the Bank Account other than for the purpose of expenditure on the Project against the Budget.

7.3 The *Personal Property Securities Act 2009* (Cth) (**PPS Act**):

- (a) (**Definitions**): For the purposes of this clause 7.3, Collateral, Personal Property, Security Interest, Security Agreement and Secured Party shall have the meanings given to them in the PPS Act.
- (b) (**Confidentiality**): Neither party may disclose information of the kind referred to in section 275(1) of the PPS Act and this clause constitutes a confidentiality agreement within the meaning

of the PPS Act. The Recipient waives any right it may have, or but for this clause 7.3 may have had, under section 275(7)(c) of the PPS Act to authorise the disclosure of information of the kind referred to in section 275(1) of the PPS Act.

- (c) Where, notwithstanding clause 7.3(b) above, either party is required to disclose information of the kind referred to in section 275(1) of the PPS Act, that party must only disclose Confidential Information to the extent that it is strictly required to do so in order to comply with the PPS Act. Any Confidential Information contained within a Security Agreement which does not need to be disclosed in order to comply with the PPS Act shall be redacted.

(d) **(Application of the PPS Act):**

The Recipient grants to ARENA as Secured Party, to secure the performance of the repayment obligations under clause 30, a first ranking Security Interest in all of the Recipient's rights, title and interest in the Bank Account. This Security Interest is a charge. If for any reason it is necessary to determine the nature of this charge, it is a fixed charge.

- (e) In addition to the Security Interests identified in clause 7.3(d) the Recipient acknowledges that a Security Interest may arise, be created or be provided for under or in connection with this Agreement whereby ARENA is the Secured Party in respect of Collateral.
- (f) The Recipient acknowledges and agrees that ARENA is entitled to register one or more financing statements on the Personal Property Securities Register maintained in connection with the PPS Act against the Recipient in accordance with the PPS Act in relation to any Security Interest under clauses 7.3(d) or 7.3(e).
- (g) For the purposes of section 115 of the PPS Act, the Secured Party need not comply with, but may elect to rely upon, the following sections:
- (i) section 95 (Secured party must give notice of removal of accession);
  - (ii) section 120 (Enforcement of security interests in liquid assets—general);
  - (iii) section 121(4) (enforcement of liquid assets—notice to grantor);
  - (iv) section 123 (Secured party may seize collateral);
  - (v) section 125 (Obligation to dispose of or retain collateral);
  - (vi) section 126 (Apparent possession of collateral);

- (vii) section 128 (Secured party may dispose of collateral);
- (viii) section 130 (notice of disposal of collateral);
- (ix) subsection 132(3)(d) (contents of statement of account after disposal); and
- (x) subsection 132(4) (statement of account if no disposal); and
- (xi) the following sections are excluded:
  - (A) section 142 (redemption of collateral); and
  - (B) section 143 (reinstatement of security agreement).

- 7.4 If ARENA exercises a right, power or remedy in connection with this Agreement, that exercise is taken not to be an exercise of a right, power or remedy under the PPS Act unless ARENA states otherwise at the time of exercise. However, this clause does not apply to a right, power or remedy which can only be exercised under the PPS Act.

## **8 Use of ARENA Funding**

- 8.1 The Recipient must use the ARENA Funding only:
- (a) for the Project;
  - (b) for Eligible Expenditure;
  - (c) subject to clause 11, as provided in the Budget; and
  - (d) in accordance with the terms and conditions set out in this Agreement.
- 8.2 Without limiting clause 11.1(b), the Recipient must not spend more than 10% of the ARENA Funding on Overseas Expenditure, other than for equipment or materials, unless otherwise agreed in writing by ARENA.

## **9 Contributions**

- 9.1 With the exception of the ARENA Funding, the Recipient is responsible for providing or securing all funds and resources, and bearing all costs necessary, to complete the Project (including on account of cost overruns).
- 9.2 Unless otherwise agreed in writing:
- (a) the Recipient Contributions must be provided and used for the Project in accordance with the timeframe in item 2.3 of Schedule 1; and
  - (b) in relation to the Other Contributions, the Recipient must ensure that:
  - (c) the capital expenditure component of the Other Contributions is provided and used for the Project in accordance with items 2.4 and 2.6 of Schedule 1; and



- (d) the capitalised salaries and operating expenditure components of the Other Contributions shown in item 2.6 of Schedule 1 is provided and used for the Project, to the extent required.

9.3 Subject to clause 11.1(a), the Recipient must obtain ARENA's written consent (not to be unreasonably withheld) before changing the amount(s) of the Recipient Contributions or Other Contributions.

## 10 Variations

10.1 Where a party requires a Minor Variation:

- (a) the party must provide notice to the other party, including details of the proposed variation; and
- (b) where agreed by the parties (acting reasonably and in good faith), ARENA will effect the Minor Variation in accordance with Appendix A.

10.2 Subject to clause 10.1, no agreement or understanding varying the terms of this Agreement is legally binding upon either party unless the agreement or understanding is in writing and signed by both parties.

## 11 Changes to the Budget

11.1 Notwithstanding clause 10, the Recipient may amend the Budget without ARENA's approval where:

- (a) the increase or decrease in an individual item, or the quantum of the Budget (taken with all previous changes), is less than or equal to the percentage set out in item 12 of the Project Details; or
- (b) the change (taken with all previous changes) would not result in the total Overseas Expenditure exceeding 10% of the ARENA Funding.

## 12 Reporting and Plans

12.1 The Recipient must provide:

- (a) the reports and plans in accordance with the requirements set out in items 3.1 and 3.2 of Schedule 1 and in the form and substance satisfactory to ARENA (including details of any Knowledge Sharing Deliverables in accordance with the Knowledge Sharing Plan);
- (b) from time to time at the time and in the manner reasonably required by ARENA, reports or any other information as reasonably required by ARENA in relation to any significant developments concerning the Project or any significant delays or difficulties encountered in undertaking the Project; and
- (c) in the event this Agreement is terminated by ARENA as a result of the Recipient abandoning the Project or being unable to complete the Project due to technical or commercial

feasibility reasons, within 20 Business Days after the termination, a report for public release explaining the reasons for such termination and the information, knowledge and lessons learnt (both positive and negative) by the Recipient, its Personnel or subcontractors from the Project.

12.2 Where the Recipient is required to provide a plan under item 3.2 of Schedule 1, unless otherwise specified by ARENA, the Recipient must:

- (a) provide to ARENA certification, for the benefit of ARENA from an independent and qualified person, that the plan has been developed, is appropriate and consistent with best practice for this type of project and the types of risks it has, and is being appropriately implemented; and
- (b) ensure that the person appointed to provide the certification under clause 12.2(a) above is not an employee, shareholder, director, other officeholder or related entity of the Recipient, a Project Participant, or any other person having (or having had) a significant involvement in the Project or the Application.

12.3 Within 30 days of receiving a report or plan, ARENA may:

- (a) accept the report or plan, if it considers, acting reasonably, that the report or plan satisfies all the requirements set out under items 3.1 or 3.2 of Schedule 1; or
- (b) reject the report or plan, if it considers, acting reasonably, that the report or plan does not satisfy all the requirements set out under items 3.1 or 3.2 of Schedule 1. ARENA must provide written reasons for the rejection, and the Recipient must, within 14 days, reissue the report or plan in a form that addresses the reasons for the earlier rejection. Within 30 days of the reissued report, ARENA may accept or reject the report or plan in accordance with this clause 12.3.

## 13 Project governance

Not used

## 14 Representations and warranties

14.1 The Recipient represents and warrants that:

- (a) **(transaction permitted)**: it will not be breaching any Law, Authorisation or agreement by signing and performing this Agreement;
- (b) **(no misleading information)**: all information provided to ARENA (including in the Application) is true, correct and complete in all material respects and is not misleading as at the time it was provided, except where information is provided to the Recipient by a third party in which case the Recipient represents and warrants that, after making diligent enquiries, it

has made reasonable endeavours to verify the accuracy of the information;

- (c) (**conflicts of interest**): to the best of its knowledge after making diligent inquiry, and except as otherwise disclosed to ARENA, no conflict of interest exists or is likely to arise in the performance of its obligations under this Agreement;
- (d) (**employee entitlements**): it is not subject to any judicial decision against it relating to employee entitlements (not including decisions under appeal) where it has not paid the claim;
- (e) (**Licensed Materials**): the Licensed Materials and ARENA's use of the Licensed Materials in accordance with this Agreement will not infringe the Intellectual Property Rights or Moral Rights of any person;
- (f) (**legal capacity**): it has full legal capacity to own its own property, undertake the Project and enter into this Agreement, and to carry out the transactions that each of these contemplate;
- (g) (**financial capacity**): it has, or will have, sufficient funds to complete the Project;
- (h) (**insolvency**): no Insolvency Event has occurred, and there are no reasonable grounds to suspect that an Insolvency Event will occur, in respect of the Recipient;
- (i) (**qualifications**): the Recipient, its Personnel and subcontractors have the necessary experience, skill, knowledge, expertise and competence to undertake the Project and (where appropriate) will hold such licences, permits or registrations as are required under any State, Territory or Commonwealth legislation to undertake the Project, and are fit and proper people;
- (j) (**trustee**): if the Recipient is a trustee, it enters into this Agreement personally, in its capacity as trustee and without any limitation of its liability as a trustee, and has the power to perform its obligations under this Agreement; and
- (k) (**Renewable Energy Substantiation Statement**): the Renewable Energy Substantiation Statement, where produced and submitted in accordance with clause 15.1(t), is true and accurate in every material respect.

14.2 The representations and warranties in clause 14.1 will, unless otherwise specified, be made on the signing of this Agreement by the Recipient and be repeated on the date of each Funds Payment Request to the Recipient.

14.3 The Recipient acknowledges and agrees that ARENA has entered into this Agreement and performs this Agreement in reliance on the representations and warranties in clause 14.1.

## 15 Undertakings and Acknowledgements

15.1 The Recipient must:

- (a) (**cooperation**): cooperate with ARENA and other parties, and attend any meetings, as requested by ARENA, acting reasonably;
- (b) (**standards**): undertake the Project diligently, efficiently, safely and to a high professional standard and in accordance with this Agreement;
- (c) (**reporting**): comply with the reporting requirements set out in item 3 of Schedule 1 and keep ARENA regularly and fully informed regarding progress of the Project;
- (d) (**Laws**): comply with:
  - (i) all applicable Laws; and
  - (ii) all relevant Australian industry standards, codes, best practice and guidelines (including those specified in item 4 of the Project Details) or, where none apply, relevant international industry standards, best practice and guidelines;
- (e) (**WHS Law**):
  - (i) comply with the WHS Law, and not do or allow to be done, or omit or allow to be omitted, anything which may result in ARENA being in breach of the WHS Law;
  - (ii) immediately notify ARENA of any incidents which are notifiable under WHS Law, injuries or damage to property of a serious nature that occurs in connection with the Project;
  - (iii) in relation to any incident notified, provide to ARENA an investigation report containing findings on the causes and effects of, and corrective and preventative actions arising from, any accident, notifiable incident, injury or damage to property and, following the completion of an investigation report, a monthly report identifying the status of any preventative or corrective actions identified in that investigation report; and
  - (iv) cooperate with ARENA as required in relation to any notifiable incident or accident, injury or damage to property of a serious nature;
- (f) (**privacy**): use and ensure the use of Personal Information (as defined in the *Privacy Act 1988* (Cth)) provided by ARENA or collected by or for the Recipient in connection with this Agreement only for the purposes of performing its obligations under this Agreement;
- (g) (**FOI**): assist ARENA to comply with any request under the *Freedom of Information Act*

1982 (Cth) for access to a document created by, or in the possession of, the Recipient or any subcontractor that relates to the performance of this Agreement (and not to the entry into this Agreement), including providing assistance to object to a request where an exemption applies to a document;

(h) **(Intellectual Property):**

- (i) grant to, or obtain for, ARENA a perpetual, irrevocable, world-wide, royalty-free, fee-free, non-exclusive licence to use (non-commercially), reproduce, adapt, modify, communicate, broadcast, distribute, publish, disseminate and sublicense the Licensed Materials solely for the purpose of giving effect to the Knowledge Sharing Plan or to carry out its objectives under the ARENA Act;
- (ii) to the extent ARENA wishes to use any Third Party Material provided to ARENA under the Knowledge Sharing Plan, the Recipient agrees to use commercially reasonable efforts to obtain for ARENA a royalty free non-exclusive licence to use (non-commercially), reproduce, adapt, modify, communicate, broadcast, distribute, publish and disseminate the Third Party Material;
- (iii) if someone claims, or ARENA reasonably believes that someone is likely to claim, that all or part of the Licensed Materials or Third Party Material or their use in accordance with this Agreement infringe their Intellectual Property Rights or Moral Rights, in addition to the indemnity under clause 32 and to any other rights that ARENA may have, promptly, at the Recipient's expense:
  - A. use its best efforts to secure the rights for ARENA to continue to use the affected Licensed Materials free of any claim or liability for infringement; or
  - B. replace or modify the affected Licensed Materials so that the Licensed Materials or the use of them does not infringe the Intellectual Property Rights or Moral Rights of any other person without any degradation of the performance or quality of the affected Licensed Materials; and
- (iv) where required for the Project, and as agreed between the parties, the Recipient must comply with an Intellectual Property Management Plan as set out in item 3.2 of Schedule 1 when undertaking the Project.

- (i) **(Moral Rights):** obtain all consents (including any Moral Rights consents or waivers) necessary to perform its obligations under this Agreement;
- (j) **(Crisis notification):**
  - (i) advise ARENA as soon as possible of any Crisis (and in accordance with any protocol reasonably required by ARENA); and
  - (ii) notify ARENA as soon as practicable of any significant concerns of local community groups of which the Recipient becomes aware;
- (k) **(subcontracting):**
  - (i) not enter into a subcontract with a subcontractor named as an organisation that has not complied with the *Workplace Gender Equality Act 2012* (Cth);
  - (ii) in relation to Major Subcontract Work with respect to the Project, only engage those subcontractors specified in item 16 of the Project Details or otherwise approved by ARENA in writing;
  - (iii) ensure that contracts with any subcontractors, consultants or other persons participating in the Project contain those provisions necessary to enable the Recipient to comply with its obligations under this Agreement; and
  - (iv) unless otherwise stipulated by ARENA in accordance with clause 34, notify ARENA of any subcontractors engaged for the performance of work for the Project;
- (l) **(insurance):** in connection with the Project:
  - (i) have and maintain the insurances that would be maintained by a prudent business undertaking the Project, including but not limited to those insurances specified in item 18 of the Project Details;
  - (ii) with respect to such insurances:
    - A. where the Recipient takes out a 'claims-made' policy, which requires all claims and any fact, situation or circumstance that might result in a claim to be notified within the period of insurance, maintain the policy during the term of this Agreement, and a policy in like terms for seven years after the expiry or termination of this Agreement;
    - B. where the Recipient takes out an 'occurrence' policy, which requires the circumstances to which a claim relates to occur during the period of insurance whilst the notification of an event can

- occur at any time subsequently, maintain the policy during the term of this Agreement; and
- (iii) ensure that its subcontractors have and maintain appropriate insurance to cover the risk of the subcontractors' works,
- and, if requested by ARENA, provide certificates or other sufficient evidence to satisfy ARENA that such insurances have been procured and maintained;
- (m) **(books and records)**: at its own cost, during the period of this Agreement and for a period of seven years after the End Date, keep, and require its subcontractors to keep, adequate books and records in sufficient detail to enable:
- (i) all receipts and payments related to the Project to be identified and reported to ARENA; and
- (ii) the amounts payable by ARENA under this Agreement to be determined or verified;
- (n) **(monitoring)**: meet with ARENA at the times and in the manner reasonably required by ARENA to discuss any issues in relation to this Agreement or the Project;
- (o) **(conflicts)**: if, during the Project, a conflict of interest arises, or appears likely to arise, notify ARENA immediately in writing, make full disclosure of all relevant information relating to the conflict and take such steps as ARENA requires to resolve or otherwise deal with the conflict;
- (p) **(visitations)**: during the term of this Agreement and the 2 years after the expiry or termination of this Agreement, subject to safety and operational requirements and appropriate confidentiality obligations being entered into:
- (i) allow and provide ARENA escorted visits by interested persons approved by ARENA or the Recipient (Visitors) to sites under the Recipient's control where Activities are conducted;
- (ii) use best endeavours to obtain permission for escorted visits by Visitors to sites not under the Recipient's control where the Activities are conducted;
- (iii) demonstrate the Activities to Visitors and relevant technology and provide detailed explanations where requested; and
- (iv) allow ARENA representatives to be present at visits;
- (q) **(Bank Account)**: comply with the Bank Account requirements specified in clause 7;
- (r) **(Personnel)**:
- (i) undertake the Project, with the active involvement of, and using the expertise of, the Specified Personnel or as otherwise agreed between the parties in writing;
- (ii) ensure that each of the Specified Personnel is aware of and complies with the Recipient's obligations in undertaking the Project;
- (iii) where one or more of the Specified Personnel is, or will become, unable or unwilling to be involved in the Project:
- A. notify ARENA immediately;
- B. if requested by ARENA, provide a replacement person of suitable ability and qualifications at the earliest opportunity; and
- C. obtain ARENA's written consent (which must not be unreasonably withheld) prior to appointing any such replacement person; and
- (iv) if requested by ARENA (acting reasonably), promptly remove any of the Recipient's or its subcontractors' Personnel from carrying out work on the Project, and arrange for their replacement in accordance with clause 15.1(r)(iii)C; and
- (s) **(notification)**: notwithstanding any other provision of this Agreement, notify ARENA immediately if it becomes aware that:
- (i) it has not undertaken the Project as required under this Agreement or has not spent the ARENA Funding in accordance with this Agreement;
- (ii) it has, or may have, committed a Material Breach;
- (iii) it has received, or requested to receive, other funds from the Commonwealth for the Project; and/or
- (iv) an Insolvency Event has occurred or is likely to occur with respect to the Recipient;
- (t) **(Renewable Energy Substantiation Statement)**: during the term of this Agreement and until the End Date, if requested by ARENA the Recipient will procure that any Renewable Energy Substantiation Statement, provided in accordance with item 3.1 of Schedule 1, is audited by a suitably qualified and experienced independent expert as agreed between the parties, within 60 days of such request; and
- (u) **(Outcomes)**: without limiting clause 8.1, continue at all times to utilise the ARENA



Funding, Recipient Contributions and Other Contributions for the core purpose of implementing the Project to achieve the Outcomes.

15.2 The parties acknowledge and agree that:

- (a) this Agreement does not affect ownership of the Intellectual Property Rights in any Pre-existing Material or Third Party Material; and
- (b) all Intellectual Property Rights in Agreement Material vest in the Recipient upon creation.

## 16 Change in Control

16.1 The Recipient must notify ARENA, as soon as practicable, of any Change in Control of the Recipient.

16.2 The Recipient, at its discretion, may obtain ARENA's prior written consent of any Change in Control of the Recipient, such consent to be provided at ARENA's discretion acting reasonably. If ARENA's consent to such Change in Control is given, ARENA is not entitled to exercise its rights under clause 27.1(a) and clause 30.1(f).

16.3 The Recipient must notify ARENA, as soon as practicable, of a Change in Control Review Event. Upon receipt by ARENA of a notice, ARENA and the Recipient agree to negotiate in good faith for a period of 60 days (the **Change in Control Cure Period**) with a view to overcoming the effect of the Change in Control Review Event. If at end of the Change in Control Cure Period no agreement has been reached, either party may terminate this Agreement with 30 days' notice. If the Agreement is terminated under this clause, ARENA's rights under clause 27.1(a) and clause 30.1(f) shall apply.

16.4 Notwithstanding anything else in this Agreement, the Recipient may obtain ARENA's consent to any Change in Control under this clause 16 by paying to ARENA an amount equal to the total ARENA Funding less any prior payments made to ARENA in accordance with clause 23 (*Recoupment*).

## 17 Assets

17.1 Subject to the terms of any lease, the Recipient owns any items of tangible property which are purchased, leased, created or otherwise brought into existence by, for or on behalf of the Recipient either wholly or in part with use of the ARENA Funding, not including Agreement Material (together, referred to as **Assets**).

17.2 During the term of this Agreement, the Recipient must:

- (a) use any Asset only for the purposes of the Project, or other purposes consistent with the Outcomes;
- (b) obtain and maintain good title to all Assets (other than Assets which the Recipient leases);

- (c) subject to clause 17.3, not encumber or dispose of any Asset without ARENA's prior approval;
- (d) hold all Assets securely and safeguard them against theft, loss, damage, or unauthorised use;
- (e) use all reasonable endeavours to maintain all Assets in good working order;
- (f) maintain all appropriate insurances in respect of any Assets;
- (g) if required by Law, maintain registration and licensing of all Assets;
- (h) be fully responsible for, and bear all risks relating to, the use or disposal of all Assets; and
- (i) if requested by ARENA, maintain an Assets register as specified by ARENA, and provide a copy of the register to ARENA on request.

17.3 The Recipient may, at any time, dispose of any Asset without ARENA's prior approval where it relates to the disposal of obsolete or redundant vehicles, plant and equipment, a disposal of an Asset for the purposes of replacing that Asset, or where that disposal is necessary for the maintenance of other Assets.

17.4 If the Recipient sells or otherwise disposes of an Asset during the term of this Agreement, ARENA, is entitled to, and may, at its discretion, recover from the Recipient:

- (a) the proportion of the value of the Asset following depreciation calculated as at the date of sale or disposal which is equivalent to the proportion of the purchase price of the Asset that was funded from the ARENA Funding; or
- (b) the proportion of the market value of the Asset which is equivalent to the proportion of the purchase price of the Asset that was funded from the ARENA Funding.

17.5 On termination of this Agreement, ARENA, is entitled to, and may, at its discretion:

- (a) recover from the Recipient the proportion of the value of the Asset following depreciation calculated as at the date of termination which is equivalent to the proportion of the purchase price of the Asset that was funded from the ARENA Funding;
- (b) recover from the Recipient the proportion of the market value of any Asset which is equivalent to the proportion of the purchase price of the Asset that was funded from the ARENA Funding; or
- (c) require the Recipient to use, deal with or transfer any Asset as ARENA directs in writing. If any Asset is lost, damaged or destroyed, the Recipient must reinstate or replace the Asset (including by using the proceeds of insurance) without using any ARENA Funding and this

clause 17 continues to apply to the reinstated or replaced Asset.

## **18 Evaluation**

- 18.1 ARENA may undertake an evaluation of the Project at any time, either directly or through a third-party adviser.
- 18.2 The Recipient must, at its own cost, provide all reasonable assistance to ARENA (and any adviser) for such review or evaluation.
- 18.3 Subject to clause 21, during the term of this Agreement, the Recipient must provide, upon request by ARENA, any information reasonably required by ARENA on the implementation and progress of the Project in the format requested by ARENA.

## **19 Audits and access**

- 19.1 During the term of this Agreement, and for 5 years after the expiry or termination of this Agreement, ARENA or its nominee may:
  - (a) conduct audits relevant to the performance of the Recipient's obligations under this Agreement and in respect of the Project; and
  - (b) upon giving the Recipient reasonable notice, access the Recipient's premises, require the provision of records and information, and inspect and copy any documentation or records reasonably necessary for that purpose.
- 19.2 The Recipient must provide all reasonable assistance to ARENA and its nominee (if any) for such audit or access.
- 19.3 In carrying out an audit, ARENA will, and will procure that any nominee, use reasonable endeavours to minimise any disruption to the Activities and to the extent possible the business of the Recipient caused by any audit or access, and will comply with the Recipient's reasonable workplace policies.
- 19.4 The rights of ARENA under this clause 19:
  - (a) apply equally to the Auditor-General or an Information Officer (or any nominee) for the purpose of performing the Auditor-General's or Information Officer's statutory functions or powers; and
  - (b) are in addition to, and do not limit, any other function, power, right or entitlement of the Auditor-General or an Information Officer.
- 19.5 Where an audit under this clause 19 identifies, in ARENA's opinion, that the Recipient is in breach of this Agreement, then ARENA may recover from the Recipient the costs incurred in conducting that audit. The Recipient acknowledges and accepts that it is not permitted to use funds included in the Budget to meet any such costs.

## **20 Acknowledgement, disclaimer and publicity**

- 20.1 The Recipient must (and must ensure that any Project Participants) acknowledge the financial and other support received from ARENA in all publications, promotional and advertising materials, public announcements, events and activities in relation to the Project, or any products, processes or inventions developed as a result of it, and, if required by ARENA, at the place where the Project is undertaken. The form of acknowledgement must be as specified in item 20 of the Project Details or as otherwise approved by ARENA prior to their use.
- 20.2 ARENA reserves the right to publicise and report on the awarding of the ARENA Funding, and may include the name of the Recipient, Recipient's shareholders and Project Participants, the amount of the ARENA Funding and a brief description of the Project.
- 20.3 Unless otherwise agreed by ARENA, the Recipient must procure, and provide to ARENA as soon as practicable, artists' impressions or renders which demonstrate the anticipated appearance of any works constructed or goods developed in connection with the Project upon completion.
- 20.4 The Recipient must (and must ensure that any Project Participants):
  - (a) include a disclaimer as specified in item 21 of the Project Details or otherwise approved by ARENA in all published material relating to the Project; and
  - (b) before making a public announcement in connection with this Agreement or any transaction contemplated by it, obtain ARENA's written consent to the announcement, except if required by Law or a regulatory body (including a relevant stock exchange), in which case ARENA should be notified of any such requirement as soon as practicable.

## **21 Confidentiality**

- 21.1 Without limiting clause 3 and subject to clause 21.2, ARENA must not, without the prior written consent of the Recipient, disclose any Recipient Confidential Information to another person.
- 21.2 Despite anything else in this Agreement, ARENA may disclose Recipient Confidential Information and information of the type specified in clause 4.3(b):
  - (a) as specified or as contemplated in the Knowledge Sharing Plan;
  - (b) to ARENA's Personnel or advisers, including its Knowledge Sharing Agent;
  - (c) where applicable, to other lenders or financial institutions involved in the Project;
  - (d) to a House or a Committee of the Parliament of the Commonwealth of Australia, the Auditor-

General, the Information Officer or any of the Commonwealth or State or Territory Ombudsmen;

- (e) to ARENA's responsible Minister or Portfolio Department;
- (f) to AEMO; or
- (g) where required by Law, including under a Senate Order.

21.3 The Recipient must not, without the prior written consent of ARENA, disclose any ARENA Confidential Information to another person.

21.4 Without limiting any other provision of this Agreement, where the Recipient discloses ARENA Confidential Information to a third party pursuant to clause 21.3, the Recipient must:

- (a) give notice to the receiving party in writing that the information is Confidential Information; and
- (b) only provide the Confidential Information if the receiving party agrees to keep the information confidential as if it were bound by the obligations of confidentiality imposed under this Agreement.

21.5 The Recipient acknowledges that Recipient Confidential Information provided to ARENA may be provided to a contractor for data handling and analysis services or incorporated into databases or other IT systems, and aggregated into documents or other media for public release, provided that arrangements are in place to maintain confidentiality of Recipient Confidential Information and meet any conditions in the Knowledge Sharing Plan.

## 22 Force Majeure

22.1 A party (**Affected Party**) is excused from performing its obligations under this Agreement to the extent it is prevented by circumstances (other than, in respect of the Recipient only, lack of funds) which:

- (a) are beyond its reasonable control including natural disasters, acts of war, riots and strikes outside the Affected Party's organisation (other than industrial action caused or contributed to by the Recipient or its personnel); and
- (b) could not have been prevented or overcome by the Affected Party (or, where the Affected Party is the Recipient, the Recipient and its subcontractors) exercising a standard of care and diligence consistent with that of a prudent and competent person operating within the relevant industry.

22.2 When the circumstances described in clause 22.1 arise, the Affected Party must give notice of those circumstances to the other party as soon as possible, identifying the effect they will have on its performance and must make all reasonable efforts to

minimise the effects of such circumstances on the performance of this Agreement.

22.3 ARENA is not obliged to pay to the Recipient any funding for so long as circumstances described in clause 22.1 prevent the Recipient from performing its obligations under this Agreement. For clarity, this does not affect the Recipient's entitlement to payment of instalments due to be paid prior to a notice given under clause 22.2.

22.4 If non-performance or diminished performance by the Recipient due to the circumstances under clause 22.1 continues for a period of more than 90 consecutive days, ARENA may terminate this Agreement immediately by giving the Recipient written notice.

22.5 If this Agreement is terminated by ARENA under clause 22.4:

- (a) ARENA is liable only for:
  - (i) payments due in accordance with this Agreement before the effective date of termination, but only to the extent that those monies have been spent or Legally Committed by the Recipient in accordance with this Agreement at the time the Recipient receives the notice of termination (written evidence of which must be provided by the Recipient to ARENA); and
  - (ii) where the Recipient has undertaken work on the Project at the time the Recipient receives the notice of termination, payment of ARENA Funding in accordance with this Agreement to the extent that those monies have been spent or Legally Committed by the Recipient in accordance with this Agreement on the Project at the time the Recipient receives the notice of termination (written evidence of which must be provided by the Recipient to ARENA); and
- (b) each party will otherwise bear its own costs and neither party will incur further liability to the other.

## 23 Recoupment

### (Mandatory Recoupment)

23.1 Subject to clause 23.3 and 23.4, during the Mandatory Recoupment Term, the Recipient must pay to ARENA, into the bank account nominated by ARENA, the Mandatory Recoupment Amount on the first Business Day of each quarter, up to a maximum of the amount of ARENA Funding paid to the Recipient under this Agreement.

23.2 If the Recipient is unable to make full payment of the Mandatory Recoupment Amount in accordance with clause 23.1, the unpaid amounts will be carried

forward and payable by the Recipient in the subsequent quarter(s).

23.3 Notwithstanding clause 23.2, and subject to clauses 23.4, 23.5 and 23.8, the Recipient must make full payment of the total ARENA Funding by the end of the Mandatory Recoupment Term.

23.4 The Recipient may, at its discretion, make additional payments to ARENA to be applied towards the Mandatory Recoupment Amounts prior to or during the Mandatory Recoupment Term. Where the Recipient makes such payment(s), the total Mandatory Recoupment Amounts payable by the Recipient will be reduced by the amount paid by the Recipient to ARENA in chronological order.

23.5 If, following payment of the Mandatory Recoupment Amount in accordance with clause 23.1, the Distributable Cash Balance is greater than zero as at 30 June each year, the Recipient must promptly pay to ARENA, into the bank account nominated by ARENA, the Distributable Cash Balance Payment, which will be applied in chronological order by ARENA to reduce the total amount payable by the Recipient to ARENA.

23.6 Subject to the terms of this Agreement, if the Recipient as at the Project Completion Date has Commissioned less than the Minimum Charging Sites, the Recipient must instruct StBEIF to promptly pay to ARENA, into the bank account nominated by ARENA, up to a maximum of the amount of ARENA Funding paid to the Recipient under this Agreement.

#### **(Disposal of interests or Change in Control)**

23.7 Subject to clause 17 (in respect of clause 23.7(a) and clause 16 (in respect of clause 23.7(b)), where there is:

(a) a sale, transfer or assignment or other disposal of all or part of the Recipient's direct or indirect interests in the Project; or

(b) a Change in Control of the Recipient,

at any time prior to the End Date, ARENA shall be entitled to be repaid up to a maximum of the amount of ARENA Funding paid to the Recipient under this Agreement in accordance with clause 30.2.

23.8 For the avoidance of doubt, the maximum amount payable by the Recipient under this clause 23 (*Recoupment*) shall not exceed an amount equivalent to the total ARENA Funding or the ARENA Funding paid at any point in time.

## **24 Suspension of Funding**

24.1 Without limiting its other rights, ARENA may:

(a) upon giving the Recipient at least 10 Business Days' prior notice, suspend payment of the ARENA Funding in whole or in part; and/or

(b) immediately upon giving the Recipient notice, direct the Recipient not to spend the ARENA Funding in whole or in part;

if:

(c) in ARENA's reasonable opinion, the Recipient has not undertaken the Project as required under this Agreement or has not spent the ARENA Funding in accordance with this Agreement;

(d) there is a Material Breach that has continued for a period of 10 Business Days, and is continuing; or

(e) the Recipient has received, or requested to receive, other funds from the Commonwealth for the Project.

24.2 The Recipient must not spend any ARENA Funding after it receives notice from ARENA under clause 24.1(b) unless and until ARENA notifies the Recipient otherwise.

24.3 ARENA may only suspend the ARENA Funding for so long as the breach or grounds of suspension remain unaddressed or un-remedied. If ARENA is satisfied (acting reasonably) that the Recipient has addressed or remedied the relevant grounds for suspension set out in the notice, ARENA must lift the suspension and give notice to the Recipient that the suspension has been lifted within 5 Business Days, and subject to the terms of this Agreement, pay any ARENA Funding which had previously been suspended in accordance with clause 24.1(a).

24.4 Regardless of whether ARENA exercises its right to suspend payment under this clause 24, the Recipient will not be entitled to payment of the ARENA Funding unless the Payment Criteria has been satisfied.

24.5 Despite any suspension to payment or direction not to spend the ARENA Funding, the Recipient must continue to comply with its obligations under this Agreement, and unless otherwise notified by ARENA, continue carrying out the Project.

## **25 Reduction**

25.1 Without limiting its other rights, ARENA may, at its discretion:

(a) reduce the amount of any Instalment or Milestone payment payable under this Agreement if such payment would result in the Recipient holding more than the amount identified in item 13 of the Project Details; or

(b) reduce the amount of any ARENA Funding payable under this Agreement by the amount of ARENA Funding held by the Recipient in excess of the amount identified in item 13 of the Project Details,

to the extent that the amounts have not been Legally Committed or spent.



## **26 Change in Commonwealth government policy**

26.1 Without limiting any other rights or remedies ARENA may have arising out of or in connection with this Agreement, if there has been a change in Commonwealth government policy with respect to ARENA or funding provided by ARENA that relates to ARENA's obligations under this Agreement:

- (a) ARENA may by notice terminate this Agreement or reduce the scope of the Project, effective from the time specified in the notice;
- (b) the parties will work cooperatively to facilitate the orderly cessation of the Project or reduction in its scope; and
- (c) the Recipient will be entitled to payment in accordance with clause 29.1 but will not be entitled to claim any other amount from ARENA.

## **27 Termination with cause or reduction in scope (other than an Insolvency Event)**

27.1 Without limiting any other rights or remedies ARENA may have arising out of or in connection with this Agreement, ARENA may, by notice, immediately terminate this Agreement or reduce the scope of the Project if:

- (a) the Recipient commits a Material Breach (other than an Insolvency Event) and the Material Breach has not been remedied within 30 Business Days (or such other time as agreed by ARENA) of the earlier of:
  - (i) the date on which the Recipient receives notice of the Material Breach from ARENA; and
  - (ii) the date on which the Recipient becomes aware of the Material Breach;
- (b) if applicable, the Recipient fails to achieve:
  - (i) one or more of the Milestones by the time required in item 1.4 of Schedule 1; or
  - (ii) one or more of the elements of the Project within the required timeframes set out in item 1.5 of Schedule 1,

subject to the Recipient's right to request an extension under clause 10 (*Variations*); or

- (c) subject to clause 16.3, there is a Change in Control of the Recipient which ARENA does not consent to.

## **28 Termination for an Insolvency Event**

28.1 Subject to clause 28.2, and without limiting any other rights or remedies ARENA may have arising out of or in connection with this Agreement, ARENA may, to the extent permitted by Law, immediately terminate this Agreement by notice, if an Insolvency Event occurs with respect to the Recipient.

28.2 Where an Insolvency Event occurs with respect to the Recipient, ARENA may, at its discretion, request the Recipient to nominate in writing to ARENA, a suitably qualified and experienced party to perform the remaining obligations of the Recipient under this Agreement, and the Recipient may provide a nomination within 10 Business Days of ARENA's request.

28.3 ARENA must, within 10 Business Days of the Recipient's nomination under clause 28.2, approve or reject the party nominated by the Recipient under clause 28.2.

28.4 Without limiting any other rights or remedies ARENA may have arising out of or in connection with this Agreement, where the Recipient does not provide a nomination to ARENA, or ARENA rejects the party nominated by the Recipient, ARENA may, to the extent permitted by Law, immediately terminate this Agreement by notice.

28.5 Where ARENA approves the party nominated by the Recipient under clause 28.2, the parties will work cooperatively to facilitate the transfer of this Agreement and the Project to the nominated party.

## **29 Rights and entitlements upon termination**

29.1 If this Agreement is terminated under clause 26.1, ARENA is liable to the Recipient only for payments due under clause 5.1 in accordance with this Agreement before the effective date of termination, but only to the extent that those monies have been spent or Legally Committed.

29.2 Without limiting any of ARENA's other rights or remedies, on termination of this Agreement:

- (a) subject to clause 29.1, ARENA is not obliged to pay to the Recipient any outstanding amount of funding under this Agreement; and
- (b) ARENA is entitled to exercise any right to recover from the Recipient, including repayment rights under clause 30.

29.3 If the scope of the Project is reduced under clauses 26.1 or 27.1:

- (a) ARENA's liability to pay the funding under this Agreement abates in accordance with the reduction in the Project; and
- (b) the Recipient must continue to undertake any part of the Project not affected by the notice (unless the Recipient, acting reasonably, notifies ARENA that it is not commercially viable to do so).

29.4 Termination of this Agreement does not affect any accrued rights or remedies of a party.

## **30 Repayment of ARENA Funding**

30.1 Notwithstanding anything else in this Agreement, ARENA may recover some or all of the ARENA

Funding from the Recipient (as a debt due and payable on demand) in the circumstances and to the extent specified below:

- (a) **(misspent funds)**: the amount of any ARENA Funding which, in ARENA's opinion (acting reasonably) and at any time, has been spent or used other than in accordance with this Agreement;
- (b) **(unspent funds)**:
  - (i) subject to the terms of this Agreement, the full amount of any ARENA Funding which has not been spent or Legally Committed by the Recipient as at the Project Completion Date; or
  - (ii) the amount of any ARENA Funding in excess of the amount identified in item 13 of the Project Details, which has been paid to the Recipient and not been spent or Legally Committed by the Recipient as at a due date for payment of further ARENA Funding in accordance with this Agreement;
- (c) **(Abandoned Project)**: an amount equal to all ARENA Funding paid to the Recipient if the Recipient Abandons the Project (whether or not ARENA has terminated this Agreement in accordance with clause 27.1(a)) and does not resume performance within 10 Business Days after receiving notice requiring it to do so or, otherwise within that timeframe, demonstrate to ARENA's satisfaction (acting reasonably) that there are reasonable technical grounds for abandoning the Project;
- (d) **(Recipient Contributions and Other Contributions not used)**: subject to clause 9.2, if, as at the Project Completion Date, Recipient Contributions or Other Contributions have not been used for the Project, an amount that represents the same proportion of the ARENA Funding as the Recipient Contributions and Other Contributions which have not been used are of the total Recipient Contributions and Other Contributions;
- (e) **(Material Breach)**: subject to clause 30.8 an amount equal to all ARENA Funding paid to the Recipient if the Recipient commits a Material Breach (other than an Insolvency Event) and ARENA terminates this Agreement under clause 27;
- (f) **(Change in Control)**: an amount equal to all ARENA Funding paid to the Recipient if ARENA terminates this Agreement under clause 27.1(c); or
- (g) **(Insolvency Event)**: an amount equal to all ARENA Funding paid to the Recipient if an Insolvency Event occurs in respect of the

Recipient and ARENA has terminated this Agreement in accordance with clause 28.

- 30.2 Where ARENA gives the Recipient a repayment notice requiring the Recipient to repay to ARENA an amount which ARENA is entitled to recover under clause 30.1, the Recipient must, within 20 Business Days of the date of the repayment notice, repay the amount (including interest calculated as set out in clause 30.4) specified in the repayment notice.
- 30.3 ARENA can elect to require repayment of a lesser amount of ARENA Funding than otherwise required under clause 30.1. ARENA is not required to exercise this discretion for the Recipient's benefit.
- 30.4 The Recipient must pay interest to ARENA in connection with any amount notified as owing to ARENA under clause 30.1. The rate of interest will be calculated:
  - (a) on the amount to be repaid to ARENA as set out in ARENA's repayment notice;
  - (b) at the Interest Rate;
  - (c) on a semi-annually compounding basis upon the principal amount specified in the notice as repayable to ARENA; and
  - (d) from and including the date the amount is payable under clause 30.2 up to but excluding the day on which the Recipient repays the total amount specified in the notice as owing to ARENA, without any set off, counter-claim, condition, abatement, deduction or withholding.
- 30.5 The Recipient acknowledges that the amounts to be paid to ARENA under this clause 30 are a genuine pre-estimate of the losses incurred by ARENA for the defaults described in this clause 30.
- 30.6 ARENA and the Recipient agree that the amount of any repayments payable to ARENA by the Recipient under this clause 30 shall not exceed the amount of ARENA Funding paid to the Recipient.
- 30.7 This clause 30 does not limit any other right or remedy of ARENA.
- 30.8 Notwithstanding clause 30.1(e), if a Material Breach is consequence of a Charging Sites Delivery Event, ARENA shall not be entitled to repayment of the ARENA Funding and will pay the Recipient the True-up Amount within 30 Business Days of the date of the termination notice in to an account nominated by the Recipient in writing.

### 31 Dispute resolution

- 31.1 A party must comply with this clause 31 in relation to any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, including any question regarding its existence, validity or termination (**Dispute**), before starting court proceedings except proceedings for urgent interlocutory relief. After a party has sought or

obtained any urgent interlocutory relief, that party must follow this clause 31.

- 31.2 Any party claiming a Dispute has arisen must give the other parties to the Dispute a notice setting out details of the Dispute (**Notice of Dispute**).
- 31.3 Within 10 Business Days after a Notice of Dispute is received (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use all reasonable endeavours through a meeting of Senior Management (or their nominees) to resolve the Dispute.
- 31.4 If the Dispute is not resolved within 10 Business Days under clause 31.3, the Dispute shall be referred to a mediator upon either party's request. If the parties cannot agree on a mediator within seven days after the request, the chair of Resolution Institute or the chair's nominee will appoint a mediator.
- 31.5 Unless agreed by the mediator and parties, the mediation must be held within 21 days after the request for mediation in clause 31.4. The parties must attend the mediation and act in good faith to genuinely attempt to resolve the Dispute.
- 31.6 Any information or documents disclosed by a party under this clause 31 must be kept confidential and may only be used to attempt to resolve the Dispute.
- 31.7 Each party must pay its own costs of complying with this clause 31. The parties must equally pay the costs of any mediator.
- 31.8 A party may terminate the dispute resolution process by giving notice to the other party after it has complied with clauses 31.1 to 31.5. Clauses 31.6 and 31.7 survive termination of the dispute resolution process.
- 31.9 If a party breaches clauses 31.1 to 31.8, the other party does not have to comply with those clauses in relation to the Dispute.
- 31.10 For the purpose of this clause 31, a Dispute does not include a dispute arising in relation to ARENA suspending payment of funding under clause 24, reducing the amount of an instalment of funding under clause 25, terminating this Agreement or reducing the scope of the Project under clause 27, or requiring payment under clause 30.

## 32 Liability and Indemnity

- 32.1 The Recipient will at all times indemnify ARENA and its Personnel (referred to in this clause 32 as "**those indemnified**") from and against any loss, damage, cost, expense or liability (including legal costs on a solicitor and own client basis) arising out of or as a consequence of:
- (a) the carrying out of works or services, or the supply of goods, in connection with the Project;
  - (b) the Licensed Materials (including the use of the Licensed Materials by ARENA or its Personnel)

infringing or allegedly infringing the Intellectual Property Rights or Moral Rights of any person;

- (c) any material breach of this Agreement by the Recipient; or
  - (d) any negligent or wrongful or unlawful act or omission on the part of the Recipient, its Personnel or subcontractors.
- 32.2 The Recipient's liability to indemnify those indemnified will be reduced proportionally to the extent that any breach of this Agreement by those indemnified, or any negligent act or omission of those indemnified, contributed to the loss.
- 32.3 Neither party will be liable to the other party for Consequential Loss arising under or in connection with this Agreement.

## 33 GST

- 33.1 In this clause 33:
- (a) unless otherwise stated, words and expressions which are not defined in this Agreement but which have a defined meaning in the GST Law have the same meaning as in the GST Law; and
  - (b) a reference to a party or an entity includes the representative member of any GST group of which the relevant party or entity is a member.
- 33.2 Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided to ARENA under this Agreement are exclusive of GST.
- 33.3 Subject to this clause 33, if ARENA makes a taxable supply to another party (**GST Recipient**) under or in connection with this Agreement in respect of which GST is payable, the GST Recipient must pay the Supplier an additional amount equal to the GST payable on the supply (unless the consideration for the taxable supply was specified to include GST). The additional amount is payable at the same time that any part of the consideration for the supply is first paid or provided. ARENA must provide a tax invoice to the GST Recipient in accordance with the GST Law.
- 33.4 If an adjustment event arises in respect of a taxable supply made by ARENA under this Agreement, the amount payable by the GST Recipient will be recalculated to reflect the adjustment event and a payment will be made by the GST Recipient to ARENA or by ARENA to the GST Recipient as the case requires. ARENA must provide an adjustment note to the GST Recipient in accordance with the GST Law.
- 33.5 If the GST payable in relation to a supply is less than the amount the GST Recipient has paid ARENA under clause 33.3, the Supplier is only obligated to pay a refund of GST to the GST Recipient to the extent the Supplier receives a refund of that GST from the Commissioner.

33.6 If a payment to a party under this Agreement is a reimbursement or indemnification, calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled on the acquisition of the supply to which that loss, cost or expense relates.

33.7 This clause 33 will survive the termination of this Agreement by any party.

#### **34 Notices and other communications**

34.1 Any notice, approval, consent or other communication must be:

- (a) in writing, in English and signed by a person duly authorised by the sender; and
- (b) hand delivered or sent by email to the recipient's address specified in item 24 of the Project Details (or as updated by written notice from time to time).

34.2 Any notice, approval, consent or other communication takes effect when it is taken to be received and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by email, on the day and at the time it is sent (as recorded on the sender's equipment), unless the sender receives an automated message that the email has not been delivered, or the intended recipient of the notice notifies the sender within 1 Business Day that the email has not been delivered,

but if the delivery or transmission is not on a Business Day or is after 5.00pm on a Business Day, the notice is taken to be received at 9.00am on the next Business Day in the receiver's locality.

#### **35 Miscellaneous**

35.1 Clauses 4 (*Knowledge Sharing*), 5.2 and 5.3 (*ARENA Funding*); 15.1(e) (*WHS Law*), 15.1(g) (*FOD*); 15.1(h) (*Intellectual Property*); 15.1(j) (*Crisis notification*); 15.1(l) (*Insurance*), 15.1(m) (*Books and records*); 15.1(p) (*Visitations*); 19 (*Audits and access*); 20 (*Acknowledgement, disclaimer and publicity*); 21 (*Confidentiality*); 29.1, 29.2 and 29.4 (*Termination*); 30 (*Repayment of ARENA Funding*); 31 (*Dispute resolution*); 32 (*Liability and Indemnity*); 33 (*GST*); 35.15 (*Governing law*); and 37 (*Interpretation*) survive the expiry or termination of this Agreement, together with any provision of this Agreement which expressly or by implication from its nature is intended to survive the expiry or termination of this Agreement.

35.2 The Recipient must not, without the prior written consent of ARENA, use the ARENA Funding, this Agreement or any assets created or acquired in the course of the Project as any form of security for the purpose of obtaining or complying with any form of

loan, credit, payment or other interest, or for the preparation of, or in the course of any litigation.

35.3 Except where this Agreement expressly states otherwise, a party may in its absolute discretion, give conditionally or unconditionally, or withhold, any acceptance, agreement, approval or consent under this Agreement.

35.4 The Recipient may only assign its rights or novate its rights and obligations under this Agreement with the prior written consent of ARENA.

35.5 ARENA may assign its rights or novate any or all of its rights and obligations under this Agreement if it is to an Authority or an entity where the ultimate legal or beneficial interest is held by an Authority.

35.6 Where the Recipient subcontracts any aspect of the Project, it is fully responsible for:

- (a) undertaking the Project and for the performance of all of its obligations under this Agreement; and
- (b) its subcontractors' acts and omissions.

35.7 Each party must pay its own costs of negotiating, preparing, executing and varying this Agreement.

35.8 The Recipient must pay any taxes and duties payable in respect of this Agreement and the Project.

35.9 This Agreement may be executed in counterparts. All executed counterparts constitute one document.

35.10 This Agreement constitutes the entire agreement between the parties in connection with its subject matter and supersedes all previous agreements or understandings between the parties in connection with its subject matter.

35.11 Each party must do, at its own cost, everything reasonably necessary (including executing documents) to give full effect to this Agreement and any transaction contemplated by it.

35.12 A term, or part of a term, of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms, or parts of the terms, of this Agreement continue in force.

35.13 Waiver of any provision of or right under this Agreement must be in writing and signed by the party entitled to the benefit of that provision or right and is effective only to the extent set out in any written waiver.

35.14 This Agreement does not create a relationship of employment, agency or partnership between the parties. The parties must not represent themselves, and must ensure that their officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of the other party, or as otherwise able to bind or represent the other party.



35.15 This Agreement is governed by the law of the Australian Capital Territory and each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the Australian Capital Territory.

## 36 Definitions

36.1 Except where the contrary intention is expressed, capitalised:

- (a) **Abandoned** means no substantive work or activities have been carried out on the Project for 45 consecutive days, except where relieved of the obligation to do so under this Agreement;
- (b) **Account Bank** means the Australian bank or financial institution entering into the ADI Account Control Deed;
- (c) **Accounting Standards** has the meaning given to it under item 3.1 of Schedule 1;
- (d) **ADI Account Control Deed** means the account control deed between the Recipient, ARENA and Account Bank dated on or around the date of this Agreement;
- (e) **AEMO** means the Australian Energy Market Operator Limited (ABN 94 072 010 327);
- (f) **Affiliate** means in relation to any other person, a Subsidiary of that Person or a Holding Company of that person or any other Subsidiary of that Holding Company, or a Related Party and for the avoidance of doubt includes StBEIF and its Affiliates and Related Parties;
- (g) **Agreement** means this agreement between ARENA and the Recipient (including the Schedules and any attachments), as varied from time to time in accordance with its terms;
- (h) **Agreement Material** means any Material created by, for, or on behalf of the Recipient on or following the date of this Agreement, for the purpose of, or as a result of, performing its obligations under this Agreement, including modifications required under clause 15.1(h);
- (i) **Application** means the expression of interest and application submitted by, for, or on behalf of the Recipient for funding under the Advancing Renewables Program in relation to the Project;
- (j) **Approved Auditor** has the meaning given to it under item 3.1 of Schedule 1;
- (k) **ARENA** means the Australian Renewable Energy Agency (ABN 35 931 927 899) of 2 Phillip Law St, New Acton, Canberra ACT 2601;
- (l) **ARENA Act** means the *Australian Renewable Energy Agency Act 2011* (Cth);
- (m) **ARENA Confidential Information** means Confidential Information of ARENA;
- (n) **ARENA Funding** means the amount specified in item 2.1 of Schedule 1 (and any interest earned by the Recipient on that amount), as reduced in accordance with this Agreement;
- (o) **Authorisation** means any authorisation, approval, licence, permit, consent, determination, certificate, notice, requirement or permission from any Authority which must be obtained or satisfied (as the case may be) to undertake the Project;
- (p) **Authority** means any Commonwealth, State, Territory, local or foreign government or semi-governmental authority, court, administrative or other judicial body or tribunal, department, commission, public authority, agency, minister, statutory corporation or instrumentality or any other person having jurisdiction in connection with work required for the Project;
- (q) **BEV** means Battery Electric Vehicle.
- (r) **Budget** means the total budget (if any) for the Project set out in item 2.6 of Schedule 1, as varied from time to time in accordance with this Agreement;
- (s) **Business Day** means a day that is not a Saturday, Sunday, public holiday or bank holiday in the place where the act is to be performed or where the notice is received;
- (t) **Change in Control** means, in relation to an entity, a change in the direct or indirect power or capacity of a person to:
  - (i) determine the outcome of decisions about the financial and operating policies of the entity; or
  - (ii) control the membership of the board of directors of the entity,whether or not the power has statutory, legal or equitable force or is based on statutory, legal or equitable rights and whether or not it arises by means of trusts, agreements, arrangements, understandings, practices, the ownership of any interest in shares or stock of the entity or otherwise, but not including a change in control resulting from ordinary course trading on a stock exchange in the shares of the entity;
- (u) **Change in Control Review Event** means, where there is an indirect Change in Control of the Recipient consequent of a change in the beneficial interests of the StBEIF other than in circumstances where ARENA has provided its prior approval under clause 16.1.
- (v) **Charging Heads** means an end-user device for recharging a single BEV, where each Charging

- Head has a specified nameplate charging rate in kilowatts (kW) capable of charging 350kW at the time of Commissioning in accordance with the manufacturer's installation guidelines;
- (w) **Charging Network** means an electric vehicle charging network consisting of at least 42 Charging Sites, from within the locations identified in the item 1.1 of Schedule 1;
- (x) **Charging Sites** means a location with a minimum of 2 x ultrafast Charging Heads;
- (y) **Charging Sites Delivery Event** means circumstances where the Recipient achieves Commissioning of the Minimum Charging Sites by the Project Completion Date but fails to achieve Commissioning of the Charging Network;
- (z) **Claim** means a distress, attachment or other execution levied or enforced upon or against the assets of a person, and in the case of legal proceedings or other order or process requiring payment (other than a statutory demand or a bankruptcy notice) which is not withdrawn or dismissed within 10 Business Days;
- (aa) **Commencement Date** means the date on which this Agreement is signed by ARENA;
- (bb) **Commissioning** means that a Charging Site:
- (i) has been confirmed in writing as having been energized and approved for use by the relevant electricity DNSP as per the approved capacity in the site-specific connection agreement;
  - (ii) has a line diagram certified by an authorised officer of the DNSP (or other suitably qualified independent third party) evidencing equipment installed in a topology capable of delivering 350kW of electricity at the Charging Heads (subject to manufacturer's installation guidelines and any multi-use charging requirements); and
  - (iii) is ready and available for use with Charging Heads as part of the Charging Network
- and **Commissioned** or **Commission** has a corresponding meaning;
- (cc) **Commissioning Returnable Schedule** means the commissioning returnable schedule substantially in the form set out to Schedule 4.
- (dd) **Commonwealth** means the Commonwealth of Australia;
- (ee) **Confidential Information** means information that is by its nature confidential and which a party knows or ought to know is confidential, but not including information that is or becomes public knowledge otherwise than by breach of this Agreement or any other confidentiality obligation;
- (ff) **Consequential Loss** means loss of profits, anticipated loss of profit or revenue, loss of production, loss of business opportunity, loss of or damage to goodwill or reputation, loss of use or any other similar loss, but excludes:
- (i) loss recoverable under a policy of insurance to the extent of the amount recovered or that should have been recovered but for a breach of the policy or failure to insure in accordance with this Agreement;
  - (ii) loss arising from death or personal injury;
  - (iii) loss arising from criminal acts, fraudulent conduct or wilful misconduct committed by the Recipient or its Personnel;
  - (iv) loss arising from an infringement of any Intellectual Property Right or Moral Rights by the Recipient or its Personnel;
  - (v) loss arising from breach of clauses 15.1(e) or 21 by the Recipient or its Personnel;
  - (vi) loss arising from liability which by Law the parties cannot contract out of; and
  - (vii) any amounts expressly payable by the Recipient to ARENA under this Agreement;
- (gg) **Controller** has the meaning given to it in section 9 of the Corporations Act;
- (hh) **Corporations Act** means the *Corporations Act 2001* (Cth).
- (ii) **Corresponding WHS Law** has the same meaning as in section 4 of the *Work Health and Safety Act 2011* (Cth);
- (jj) **Crisis** means any time of intense difficulty or danger in relation to the Project. It includes the inappropriate release of information in relation to the Project that could affect ARENA's or the Commonwealth's reputation (for example, in breach of confidentiality or security requirements);
- (kk) **Deployment Plan** means the Recipient's plan for deploying the Charging Sites, as submitted in accordance with item 3.2 of Schedule 1;
- (ll) **Dispute** has the meaning given in clause 31.1;
- (mm) **Distributable Cash Balance** means an amount equivalent to Operating Cashflows plus any Finance Debt, less Investment Capital and less the Mandatory Recoupment Amount for the relevant year, as verified within 60 days after 30 June each year by the Approved Auditor;

- (nn) **Distributable Cash Balance Payment** means an amount equivalent to 30% of the Distributable Cash Balance;
- (oo) **DNSP** means distribution network service provider;
- (pp) **Eligible Expenditure** means expenditure (inclusive of GST but less related input tax credits the Recipient is entitled to claim) incurred by the Recipient on the Project:
- (i) after the date of this Agreement that qualifies as eligible expenditure under the Advancing Renewables Program – Program Guidelines; and/or
  - (ii) that ARENA otherwise approves as eligible expenditure for the purposes of this Agreement;
- (qq) **End Date** means the date on which the Recipient has performed all of its obligations under this Agreement (including provision of all reports to ARENA’s satisfaction) or its earlier termination;
- (rr) **External Controller** means an administrator, Controller, trustee, provisional liquidator, liquidator or any other person holding or appointed to an analogous office or acting or purporting to act in an analogous capacity;
- (ss) **External Costs** (subject to paragraph (f) of the box titled 'Requirements' in respect of Milestone Reports under item 3.1 of Schedule 1 (Specific Reports), **means** the 'Total capital expenditure' components of the Budget as set out in item 2.6 of Schedule 1;
- (tt) **Final Report** has the meaning given in item 3.1 of Schedule 1;
- (uu) **Finance Debt** means without double counting, any net change in the amount of indebtedness in respect of money borrowed or raised or other financial accommodation (including any amounts in respect of repayments of principle or net interest) to fund the Investment Capital, measured over the course of the relevant calculation period, excluding indebtedness:
- (i) from an Affiliate or a Related Party; or
  - (ii) making payments to an Affiliate or a Related Party.
- (vv) **Funds Payment Request** means a funds payment request in the form set out in Schedule 2;
- (ww) **General Conditions** means clauses 1 to 37 of this Agreement;
- (xx) **GST Law** has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- (yy) **Holding Company** means in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary
- (zz) **Information Officer** means the Information Commissioner, the Freedom of Information Commissioner and the Privacy Commissioner appointed in accordance with section 14 of the *Australian Information Commissioner Act 2010* (Cth), or a delegate of that person;
- (aaa) **Insolvency Event** means the occurrence of any of the following events:
- (i) in relation to a corporation, its Liquidation, the appointment of an External Controller to the corporation or any of its property, it ceasing or threatening to cease carrying on its business; it being deemed to be, or stating that it is, unable to pay its debts as and when they fall due; or it entering into a Scheme;
  - (ii) in relation to an individual, that person becoming an insolvent under administration as defined in section 9 of the Corporations Act; or
  - (iii) in relation to any person, the person is served with a Claim or anything analogous to or having a similar effect to anything described above in this definition under the law of the relevant jurisdiction;
- (bbb) **Instalments** (where applicable) means the funding instalments made in the manner set out in item 1.5 of Schedule 1;
- (ccc) **Intellectual Property Rights** means all intellectual property rights, including:
- (i) copyright, patents, trademarks (including goodwill in those marks), designs, trade secrets, know how, rights in circuit layouts, domain names and any right to have confidential information kept confidential;
  - (ii) any application or right to apply for registration of any of the rights referred to in clause 36.1(ccc)(i); and
  - (iii) all rights of a similar nature to any of the rights in clauses 36.1(ccc)(i) and 36.1(ccc)(ii) which may subsist in Australia or elsewhere,
- whether or not such rights are registered or capable of being registered;
- (ddd) **Interest Rate** means the ten-year Treasury Bond Rate as published in the Australian Financial Review on the date of this Agreement;
- (eee) **Investment Capital** means (without double counting) the amount paid for Commissioning, maintaining and replacing the Charging Network in the 12 months prior to the

- assessment date as verified by the Approved Auditor within 60 days after 30 June each year, and includes:
- (i) adding Charging Heads to existing Charging Sites;
  - (ii) development of new Charging Sites that are completely powered by renewable energy (as verified through submission of a Renewable Energy Substantiation Statement in accordance with clause 15.1(t)); and
  - (iii) the installation, operation and maintenance of PV systems, solar canopies and batteries at Charging Sites;
- (fff) **Knowledge Sharing Agent** means the third party engaged by ARENA to perform knowledge sharing activities including (but not limited to):
- (i) collecting, storing, analysing, presenting and reporting on the data generated from the Project;
  - (ii) providing detailed disaggregated information to ARENA; and
  - (iii) providing identified aggregated analysis suitable for public release.
- (ggg) **Knowledge Sharing Deliverables** means the activities and deliverables to be provided by the Recipient in accordance with item 4.1 of Schedule 1;
- (hhh) **Knowledge Sharing Plan** means the knowledge sharing plan in item 4 of Schedule 1 (including the Knowledge Sharing Deliverables), as varied by agreement in writing between the parties from time to time;
- (iii) **Law** means any applicable statute, regulation, by-law, ordinance, subordinate legislation or rule in force from time to time in Australia, whether made by a State, Territory, the Commonwealth, regulatory body, recognised stock exchange, or a local government, and includes the common law and rules of equity as applicable from time to time;
- (jjj) **Legally Committed** means, at any time, a present or accrued obligation on the Recipient under contract or at Law to pay money to a third party. It does not include any future obligation to make payment to a third party which is subject to any outstanding condition to payment or other contingency that has not been satisfied at that time or which the Recipient has a right to cancel, suspend or terminate under the contract or under Law;
- (kkk) **Licensed Materials** means:
- (i) Pre-existing Material included, embodied in or attached to the Agreement Material; and
  - (ii) Agreement Material;
- (lll) **Liquidation** means a winding up or liquidation (whether voluntary or involuntary), provisional liquidation, dissolution, deregistration, or steps are taken (including the calling of meetings or the filing of applications), orders are made or resolutions are passed to give effect to any of the above;
- (mmm) **Major Subcontract Work** means any work undertaken for the purpose of the Project and performed by a subcontractor:
- (i) which has a total contract sum in excess of 20% of the Budget; or
  - (ii) which has, or may potentially have, a material impact on the progress or performance of work on the Project or achievement of Outcomes;
- (nnn) **Mandatory Recoupment Amount** means an amount of \$250,000 (excluding GST);
- (ooo) **Mandatory Recoupment Term** means the period commencing twelve (12) months from completion of the Final Milestone (or such earlier Milestone completed due to a Charging Sites Delivery Event) for a period of fifteen (15) years after such completion, or until ARENA has received payments equal to the total ARENA Funding paid, whichever occurs earlier;
- (ppp) **Material** includes property, information, software, firmware, documented methodology or process, documentation or other material in whatever form, including any reports, specifications, business rules or requirements, user manuals, user guides, operations manuals, training materials and instructions, and the subject matter of any category of Intellectual Property Rights;
- (qqq) **Material Breach** means a material breach of this Agreement and includes, without limitation, any breach or failure to comply with:
- (i) clause 2 (*Undertaking the Project*);
  - (ii) clause 4.1 (*Knowledge Sharing*);
  - (iii) clause 8 (*Use of ARENA Funding*);
  - (iv) clause 9 (*Contributions*);
  - (v) clause 12 (*Reporting and Plans*);
  - (vi) clause 14 (*Representations and Warranties*);
  - (vii) clause 15.1(d) (*Laws*);
  - (viii) clause 15.1(e) (*WHS Law*);

- (ix) clause 15.1(f) (*Privacy*);
  - (x) clause 15.1(g) (*FOI*);
  - (xi) clause 15.1(h) (*Intellectual Property*);
  - (xii) clause 15.1(i) (*Moral Rights*);
  - (xiii) clause 15.1(o) (*Conflicts*); and/or
  - (xiv) clause 21 (*Confidentiality*);
- (rrr) **Milestone Report** (where applicable) has the meaning given in item 3.1 of Schedule 1;
- (sss) **Milestones** (where applicable) means the milestones set out in item 1.4 of Schedule 1;
- (ttt) **Minimum Charging Sites** means 20 Charging Sites;
- (uuu) **Minor Variation** means a variation:
- (i) by way of extension to the dates specified in the Project Details or Schedule 1;
  - (ii) to the Specified Personnel or the Project Participants specified in the Project Details;
  - (iii) to elements of the Project as described in item 1.1 of Schedule 1; or
  - (iv) to the Knowledge Sharing Plan,
- that does not or is not likely to materially affect the Project or Outcomes (including the Budget, Milestones and reports) or the extent of the Recipient's obligations or costs in undertaking the Project;
- (vvv) **Moral Rights** has the meaning given to that term in the *Copyright Act 1968* (Cth) and includes a right of a similar nature that is conferrable by statute and that exists or comes to exist anywhere in the world;
- (www) **Operating Cashflows** means the net operating cashflows generated by the Recipient's normal business operations in the 12 months prior to the assessment date in accordance with the Accounting Standards as verified by the Approved Auditor, within 60 days after 30 June each year;
- (xxx) **Other Contributions** means the financial and in-kind contributions specified in items 2.4 and 0 of Schedule 1;
- (yyy) **Outcomes** means the outcomes for the Project, as set out in item 1.2 of Schedule 1;
- (zzz) **Overseas Expenditure** means the incurred or paid expenditure of cash (or equivalent) on goods and services procured from a non-Australian entity and overseas travel;
- (aaaa) **Payment Criteria** means the payment criteria specified in clause 6.3;
- (bbbb) **Personnel** means, in relation to a party, any employee, officer, agent or professional adviser of that party and:
- (i) in the case of the Recipient, also of any subcontractor; and
  - (ii) in the case of ARENA, including staff made available under section 62 of the ARENA Act;
- (cccc) **Portfolio Department** means the Department of Environment and Energy or such other Department as determined by an Administrative Arrangements Order;
- (dddd) **Pre-existing Material** means Material owned by the Recipient before execution of this Agreement;
- (eeee) **Project** means the Project described in item 1.1 of Schedule 1;
- (ffff) **Project Completion Date** means the date specified in item 14 of the Project Details;
- (gggg) **Project Details** means the Project Details at the beginning of this Agreement;
- (hhhh) **Project Participants** means the entities specified in 17 of the Project Details;
- (iiii) **Recipient** means the party specified in item 3 of the Project Details;
- (jjjj) **Recipient Confidential Information** means Confidential Information of the Recipient which is identified in item 22 of the Project Details for the period of time specified in item 22 of the Project Details;
- (kkkk) **Recipient Contributions** means the financial and in-kind contributions specified in item 2.3 of Schedule 1;
- (llll) **Related Party** has the meaning given to that term in section 228 of the Corporations Act.
- (mmmm) **Renewable Energy Substantiation Statement** has the meaning given in item 3.1 of Schedule 1;
- (nnnn) **Resolution Institute** means the dispute resolution association with that name and ABN 69 008 651 232 (or any dispute resolution association which replaces it or which substantially succeeds to its powers or functions) and the following contact details: Level 1, 13-15 Bridge Street, Sydney NSW 2000; email at [info@resolution.institute](mailto:info@resolution.institute); phone +61 2 9251 3366;
- (oooo) **Schedules** means the schedules to this Agreement;
- (pppp) **Scheme** means an arrangement, assignment, composition or moratorium with or for the benefit of creditors or any class or group of

creditors (including an administration or arrangement under part 5.3A of the Corporations Act), other than for the purposes of a solvent reconstruction or amalgamation as approved by ARENA;

(qqqq)**Senior Management** means the Chief Executive Officer in the case of the Recipient and the Chief Executive Officer or the Chief Financial Officer (as nominated by ARENA) in the case of ARENA;

(rrrr)**Specified Personnel** means the nominated Personnel of the Recipient who will be carrying out the Project and involved in knowledge sharing, as identified at item 15 of the Project Details;

(ssss)**Stages** means the stages in which the Recipient must complete the Project as set out in clause 3;

(tttt)**StBEIF** means the St Baker Energy Innovation Fund;

(uuuu)**Subsidiary** has the meaning given in the Corporations Act, but an entity will also be taken to be a Subsidiary of an entity if it is controlled by that entity (as defined in s50AA of the Corporations Act) and, without limitation:

- (i) a trust may be a Subsidiary, for the purposes of which a unit or other beneficial interest will be regarded as a share; and
- (ii) an entity may be a Subsidiary of a trust if it would have been a Subsidiary if that trust were a corporation.

(vvvv)**Third Party Material** means Material owned by another person that is:

- (i) included, embodied in or attached to the Agreement Material; or
- (ii) used in undertaking the Project;

(wwww)**True-up Amount** means if, as at the relevant Milestone date or Project Completion Date, the Recipient has achieved Commissioning of the Minimum Charging Stations, but less than 42 Charging Stations, an amount equal to:

$$P = (A \times B) - C$$

where:

P = ARENA Payment

A = number of Charging Stations Commissioned;

B = \$357,142.86

C = all Milestone Payments previously made by ARENA in accordance with Schedule 1.

(xxxx)**Visitors** has the meaning given in clause 15.1(p)(i);

(yyyy)**WHS Law** means all applicable Laws relating to work health and safety, including the *Work Health and Safety Act 2011* (Cth), the WHS Regulations, and any applicable Corresponding WHS Law; and

(zzzz)**WHS Regulations** means the *Work Health and Safety Regulations 2011* (Cth).

## 37 Interpretation

37.1 In this Agreement, except where the contrary intention is expressed:

- (a) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (b) a reference to a party is to a party to this Agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assignees and substitutes;
- (c) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (d) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (e) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Agreement or any part of it;
- (f) a reference to an obligation includes a warranty or representation and a reference to a failure to comply with, or breach of, an obligation includes a breach of warranty or representation; and
- (g) the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar expressions.

37.2 If there is any inconsistency between any of the documents forming part of this Agreement, those documents will be interpreted in the following order of priority to the extent of the inconsistency:

- (a) General Conditions;
- (b) Project Details;
- (c) Schedule 1;
- (d) other Schedules;
- (e) Appendix A;
- (f) any attachments to the Schedules; and
- (g) documents incorporated by reference in this Agreement.

# Schedule 1 – The Project

## 1. Project

### 1.1 Project (clause 2.1)

The Recipient was created to develop a national ultrafast Battery Electric Vehicle (BEV) charging network in Australia to stimulate and support the expected demand from future BEV uptake. The Recipient is a start-up company supported by the St Baker Energy Innovation Fund (StBEIF).

The Project is a three-year program to develop and construct 42 ultrafast Charging Sites along key highways adjoining the capital cities of Sydney, Melbourne, Brisbane, Perth, Adelaide and Canberra as well as key highways adjoining regional centres in Tasmania and Far North Queensland. Table 1 summarises the location and type of each of the Charging Sites. Appendix B provides a more detailed overview of where each of the Charging Site is expected to be located.

**Table 1: Planned Location, Type and Number of Charging Sites**

Category	Region	Site Type	Site Count
Metro	Sydney Central Coast Canberra	Expandable	8
Metro	Melbourne	Expandable	6
Metro	Brisbane Gold Coast Sunshine Coast	Expandable	4
Metro	Adelaide	Expandable	3
Metro	Perth	Expandable	3
<b>Subtotal expandable sites</b>			<b>24</b>
Intercity	Hume Hwy	Dual-only	5
Intercity	Pacific Hwy	Dual-only	3
Intercity	Dukes Hwy	Dual-only	1
Regional	Bruce Hwy	Dual-only	4
Regional	Midland Hwy	Dual-only	3
Regional	Warrego Hwy	Dual-only	1
Regional	Gt Western Hwy	Dual-only	1
<b>Subtotal dual-only sites</b>			<b>18</b>
<b>TOTAL PHASE-1 SITES</b>			<b>42</b>

Each Charging Site will be equipped with a minimum of 2 x 350kW ultrafast Charging Heads, with up to 24 of the 42 Charging Sites capable of expansion up to 6 Charging Heads in the future. All Charging Sites will be completely powered by renewable energy (either offsite via contractual arrangements with energy providers and/or with on-site solar PV).

The Charging Sites will be accessible to contemporary BEV models by using plug types in accordance with the Federal Chamber of Automotive Industries (FCAI) technical statement dated 18 September 2017.

### 1.2 Outcomes (clause 2.1)

The objectives for the Project will be achieved through the following Outcomes:

- (a) significantly reduced charging times for BEVs across the proposed national Project footprint of 42 Charging Sites as set out in item 1.1 above.
- (b) catalysing the supply and adoption of BEVs in Australia by making available charging infrastructure;



- (c) increase the level of renewable energy penetration by ensuring all Charging Sites are powered with renewable energy either off site via contractual arrangements with energy providers and/or with onsite solar photovoltaic (solar PV) panels; and
- (d) improved understanding of consumer behaviour regarding the use of ultrafast charging, through the collection of charging profile data.

### 1.3 Preconditions to ARENA Funding (clause 2.2)

Provision of the following, in a form and substance satisfactory to ARENA

- (a) Finalisation of all Project documents, including:
  - (i) the disclosure of all related party arrangements;
  - (ii) the agreements with Tritium Pty Ltd, ERM Power Ltd, and other commercial counterparties on terms acceptable to ARENA;
  - (iii) provision of a final financial model on terms satisfactory to ARENA; and
  - (iv) execution of the ADI Account Control Deed.
- (b) Evidence to ARENA’s satisfaction of an irrevocable commitment to underwrite \$34.9m from the St Baker Energy Innovation Fund;
- (c) Provision to ARENA satisfaction of a certified copy of the Risk Management Plan in accordance with item 3.2 of this Schedule; and
- (d) Provision of an initial Deployment Plan setting out planned Charging Site locations and intended location of expandable sites, as per the Recipient’s current network rollout plan at the date of this Agreement.

### 1.4 Milestones (clause 2.1)

The Recipient must achieve the following Milestones, and provide the Milestone deliverables and Milestone Report, in a form and substance satisfactory to ARENA, by the date for completion of the relevant Milestone or such other time as agreed between the parties.

No.	Description of Milestone and Milestone deliverables	Date for completion
1.	<p><b>Project initiation*</b></p> <p>Satisfaction of the Preconditions set out within item 1.3 of Schedule 1</p> <p>*note: no Milestone Report required for Milestone 1</p>	1 July 2019
2.	<p><b>Commissioning of at least six (6) Charging Sites</b></p> <ul style="list-style-type: none"> <li>(i) Provision of a Milestone Report, in accordance with item 3.1 of Schedule 1;</li> <li>(ii) Provision of the Knowledge Sharing Deliverables due to be completed before the completion date of this Milestone 2;</li> <li>(iii) Provision of a Commissioning Returnable Schedule evidencing that at least six (6) Charging Sites have been Commissioned and are in operation;</li> <li>(iv) Provision of an updated Deployment Plan and Financial Model as approved by the Board of Directors of the Recipient;</li> </ul>	30 April 2020

No.	Description of Milestone and Milestone deliverables	Date for completion
	<ul style="list-style-type: none"> <li>(v) Provision of evidence of the approach to collecting 5 second interval sampling for load profile data for 5 charging sites; and</li> <li>(vi) Financial Model as approved by the Board of Directors of the Recipient.</li> </ul>	
3.	<p><b>Commissioning of at least twelve (12) Charging Sites</b></p> <ul style="list-style-type: none"> <li>(i) Provision of a Milestone Report, in accordance with item 3.1 of Schedule 1;</li> <li>(ii) Provision of the Knowledge Sharing Deliverables due to be completed before the completion date of this Milestone 3;</li> <li>(iii) Provision of a Commissioning Returnable Schedule evidencing that at least twelve (12) Charging Sites have been Commissioned and are in operation; and</li> <li>(iv) Provision of an updated Deployment Plan and Financial Model as approved by the Board of Directors of the Recipient.</li> </ul>	31 August 2020
4.	<p><b>Commissioning of at least eighteen (18) Charging Sites</b></p> <ul style="list-style-type: none"> <li>(i) Provision of a Milestone Report, in accordance with item 3.1 of Schedule 1;</li> <li>(ii) Provision of the Knowledge Sharing Deliverables due to be completed before the completion date of this Milestone 4;</li> <li>(iii) Provision of a Commissioning Returnable Schedule evidencing that at least eighteen (18) Charging Sites have been Commissioned and are in operation; and</li> <li>(iv) Provision of an updated Deployment Plan and Financial Model as approved by the Board of Directors of the Recipient.</li> </ul>	11 January 2021
5.	<p><b>Commissioning of at least twenty-four (24) Charging Sites</b></p> <ul style="list-style-type: none"> <li>(i) Provision of a Milestone Report, in accordance with item 3.1 of Schedule 1;</li> <li>(ii) Provision of the Knowledge Sharing Deliverables due to be completed before the completion date of this Milestone 5;</li> <li>(iii) Provision of a Commissioning Returnable Schedule evidencing that at least twenty-four (24) Charging Sites have been Commissioned; and</li> <li>(iv) Provision of an updated Deployment Plan and Financial Model as approved by the Board of Directors of the Recipient.</li> </ul>	30 April 2021

No.	Description of Milestone and Milestone deliverables	Date for completion
6.	<p><b>Commissioning of at least thirty (30) Charging Sites</b></p> <ul style="list-style-type: none"> <li>(i) Provision of a Milestone Report, in accordance with item 3.1 of Schedule 1;</li> <li>(ii) Provision of the Knowledge Sharing Deliverables due to be completed before the completion date of this Milestone 6;</li> <li>(iii) Provision of a Commissioning Returnable Schedule evidencing that at least thirty (30) Charging Sites have been Commissioned and are in operation; and</li> <li>(iv) Provision of an updated Deployment Plan and Financial Model as approved by the Board of Directors of the Recipient.</li> </ul>	31 August 2021
7.	<p><b>Commissioning of at least thirty-six (36) Charging Sites</b></p> <ul style="list-style-type: none"> <li>(i) Provision of a Milestone Report, in accordance with item 3.1 of Schedule 1;</li> <li>(ii) Provision of the Knowledge Sharing Deliverables due to be completed before the completion date of this Milestone 7;</li> <li>(iii) Provision of a Commissioning Returnable Schedule evidencing that at least thirty-six (36) Charging Sites have been Commissioned and are in operation; and</li> <li>(iv) Provision of an updated Deployment Plan and Financial Model as approved by the Board of Directors of the Recipient.</li> </ul>	10 January 2022
8.	<p><b>Project complete (all forty-two (42) Charging Sites commissioned)</b></p> <ul style="list-style-type: none"> <li>(i) Provision of a Final Report, in accordance with item 3.1 of Schedule 1;</li> <li>(ii) Provision of the Knowledge Sharing Deliverables due to be completed before the completion date of this Milestone 8; and</li> <li>(iii) Provision of a Commissioning Returnable Schedule evidencing that at least forty-two (42) Charging Stations have been Commissioned and are in operation; of which up to twenty-four (24) Charging Sites have the network configuration to be readily upgraded to up to six (6) Charging Heads.</li> </ul>	29 April 2022

### 1.5 Instalment payments – Project timeframes (clause 2.1)

Not used.

## 2. Funding and Payment

### 2.1 ARENA Funding

The total amount of funding provided by ARENA under this Agreement will not exceed \$15 million (excluding GST).

### 2.2 Payment of ARENA Funding

The ARENA Funding will be provided as Milestone payments as specified in item 11 of the Project Details, in the following amounts:

No.	Date for submitting the Funds Payment Request	Amount of Instalment payment or Milestone payment (GST exclusive)
1.	Upon ARENA's acceptance of Milestone Deliverables for Milestone 1	\$1,000,000
2.	Upon ARENA's acceptance of Milestone Deliverables for Milestone 2	50% of External Costs, up to \$2,000,000
3.	Upon ARENA's acceptance of Milestone Deliverables for Milestone 3	50% of External Costs, up to \$4,000,000 less an amount equal to the total of the Milestone payments made in Milestone 2
4.	Upon ARENA's acceptance of Milestone Deliverables for Milestone 4	50% of External Costs, up to \$6,000,000 less an amount equal to the total of the Milestone payments made in Milestones 2 and to 3.
5.	Upon ARENA's acceptance of Milestone Deliverables for Milestone 5	50% of External Costs, up to \$8,000,000 less an amount equal to the total of the Milestone payments made in Milestones 2 through to 4.
6.	Upon ARENA's acceptance of Milestone Deliverables for Milestone 6	50% of External Costs, up to \$10,000,000 less an amount equal to the total of the Milestone payments made in Milestones 2 through to 5.
7.	Upon ARENA's acceptance of Milestone Deliverables for Milestone 7	50% of External Costs, up to \$12,000,000 less an amount equal to the total of the Milestone payments made in Milestones 2 through to 6.
8.	Upon ARENA's acceptance of Milestone Deliverables for Milestone 8	50% of External Costs, up to \$14,000,000 less an amount equal to the total of the Milestone payments made in Milestones 2 through to 7.

### 2.3 Recipient Contributions

Contribution (GST exclusive)	Type	Due date
\$300,000	Cash from Project revenues	By the date of completion of Milestone 8

### 2.4 Other Contributions (financial)

Person/entity	Contribution (GST exclusive)	Due date
St Baker Energy Innovation Fund	Total cumulative contributions to date not less than \$4,000,000	31 May 2019

<b>Person/entity</b>	<b>Contribution (GST exclusive)</b>	<b>Due date</b>
	Total cumulative contributions to date not less than \$8,500,000	30 April 2020
	Total cumulative contributions to date not less than \$12,900,000	31 August 2020
	Total cumulative contributions to date not less than \$17,300,000	11 January 2021
	Total cumulative contributions to date not less than \$21,700,000	30 April 2021
	Total cumulative contributions to date not less than \$26,100,000	31 August 2021
	Total cumulative contributions to date not less than \$30,500,000	10 January 2022
	Total cumulative contributions to date not less than \$34,900,000	29 April 2022

**2.5 Other Contributions (in-kind)**

Not used

## 2.6 Budget

	MS1	MS2	MS3	MS4	MS5	MS6	MS7	MS8	Totals
<b>Capital expenditure</b>									
Charging Sites 1-6		\$5,682,747							\$5,682,747
Charging Sites 7-12			\$5,682,747						\$5,682,747
Charging Sites 13-18				\$5,682,747					\$5,682,747
Charging Sites 19-24					\$5,682,747				\$5,682,747
Charging Sites 25-30						\$5,682,747			\$5,682,747
Charging Sites 31-36							\$5,682,747		\$5,682,747
Charging Sites 36-42								\$5,682,747	\$5,682,747
<b>Total capital expenditure</b>	\$0	\$5,682,747	\$5,682,747	\$5,682,747	\$5,682,747	\$5,682,747	\$5,682,747	\$5,682,747	\$39,779,228
Capitalised salaries		\$863,269	\$863,269	\$863,269	\$863,269	\$863,269	\$863,269	\$863,269	\$6,042,884
Operating expenditure	\$547,236	\$547,236	\$547,236	\$547,236	\$547,236	\$547,236	\$547,236	\$547,236	\$4,377,888
<b>Total Budget</b>	\$547,236	\$7,093,252	\$7,093,252	\$7,093,252	\$7,093,252	\$7,093,252	\$7,093,252	\$7,093,252	\$50,200,000
<b>Contributions</b>									
St BEIF	\$4,000,000	4,500,000	4,400,000	4,400,000	4,400,000	4,400,000	4,400,000	4,400,000	\$34,900,000
ARENA Funding	\$1,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$15,000,000
Project revenues								\$300,000	\$300,000
<b>Total contributions</b>	\$5,000,000	\$6,500,000	\$6,400,000	\$6,400,000	\$6,400,000	\$6,400,000	\$6,400,000	\$6,700,000	\$50,200,000

## 3. Reporting and Plans

### 3.1 Specific Reports

The Recipient must provide reports to ARENA as follows:

Report Type	Date	Requirements
Milestone Report	By the completion date as specified in item 1.4 of this Schedule 1.	<p>Each Milestone Report must include:</p> <ul style="list-style-type: none"> <li>(a) the name of the Recipient and all subcontractors;</li> <li>(b) a contact name, telephone number and email address;</li> <li>(c) the Project title and number;</li> <li>(d) the Milestone and period to which the report relates;</li> <li>(e) a Budget update (including cost to completion) (in a format similar to that set out in item 2.6 of Schedule 1);</li> <li>(f) in respect of Milestones 2 – 8, provision of evidence of capitalised expenditure in an amount at least equal to the amount of ARENA Funding as at the date of the relevant Milestone. If capitalised expenditure is less than the amount of ARENA Funding, then provision of evidence of capitalised salary costs;</li> </ul>



		<ul style="list-style-type: none"> <li>(g) the location of: <ul style="list-style-type: none"> <li>(i) Charging Sites Commissioned in respect of the current Milestone; and</li> <li>(ii) Charging Sites already Commissioned under previous Milestones, as per the format provided at Appendix B.</li> </ul> </li> <li>(h) a statement of the ARENA Funding, Recipient Contributions and Other Contributions provided and spent certified by an authorised officer of the Recipient;</li> <li>(i) the amount remaining in the account referred to in clause 15.1(q);</li> <li>(j) details of any published reports, promotional material, media publicity, pamphlets or other documentation relevant to the Project; and</li> <li>(k) description and analysis of the technical progress of the Project, procurement activities and timelines for incomplete sites and details of completed sites (where not previously reported on);</li> <li>(l) any major issues or developments which have arisen in the course of achieving the Milestone and the effect they will have on the Project and implications for the Risk Management Plan;</li> <li>(m) evidence that Charging Sites commissioned are fully powered by renewable energy;</li> <li>(n) evidence that the plug types used in Charging Sites are in accordance with the Federal Chamber of Automotive Industries (FCAI) technical statement dated 18 September 2017;</li> <li>(o) a brief update on: <ul style="list-style-type: none"> <li>(i) whether the Project is proceeding in accordance with the Budget and, if it is not, an explanation of why the Budget is not being met, the effect this will have on the Project and the action the Recipient proposes to take to address this;</li> <li>(ii) the progress on achieving the Outcomes;</li> <li>(iii) the progress of any Knowledge Sharing Deliverables</li> <li>(iv) any major issues or developments which have arisen and the effect they will have on the Project;</li> <li>(v) any proposed changes to the Project.</li> </ul> </li> </ul>
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Report Type	Date	Requirements
Final Report	To be provided by the completion date of Milestone 8	<p>The Final Report must include:</p> <ul style="list-style-type: none"> <li>(a) the name of the Recipient and all subcontractors;</li> <li>(b) the Project title and number;</li> <li>(c) a statement of the ARENA Funding, Recipient Contributions and Other Contributions provided and spent certified by an authorised officer of the Recipient;</li> <li>(d) the amount remaining in the account referred to in clause 15.1(q);</li> <li>(e) a description and analysis of the progress of the Project, including: <ul style="list-style-type: none"> <li>(i) whether the Project has been completed, and the Milestones have been achieved;</li> <li>(ii) details of the extent to which the Project achieved the Outcomes;</li> <li>(iii) any highlights, breakthroughs or difficulties encountered; and</li> <li>(iv) conclusions or recommendations (if any) arising from the Project;</li> </ul> </li> <li>(f) a description of the Knowledge Sharing Deliverables in accordance with item 4 of Schedule 1, along with all of the Knowledge Sharing Deliverables completed as at the date of the Final Report;</li> <li>(g) statistics for employment generated by or in connection with the Project;</li> <li>(h) a brief overview of completion of the Project (including achievements and Knowledge Sharing Deliverables) for public dissemination.</li> <li>(i) analysis of the effectiveness of each of the Knowledge Sharing Deliverables completed; and for any on-going Knowledge Sharing Deliverables, an update of progress in undertaking each Knowledge Sharing Deliverable.</li> </ul>
An acquittals statement certified by the Recipient's Chief Financial Officer (or such other person approved by ARENA)	The acquittals statement is to be provided within 60 days after 30 June each year during the term of this Agreement or otherwise at ARENA's request	<p>The acquittals statement must include:</p> <ul style="list-style-type: none"> <li>(a) whether the financial information for the Project is in accordance within this Agreement and that the Recipient has complied with this Agreement; and</li> <li>(b) detail of any ARENA Funding returned to ARENA by the Recipient and the reasons for such refund.</li> </ul>
Renewable Energy Substantiation Statement	Within 60 days after 30 June each year during the term of this Agreement until the End Date, or otherwise at ARENA's request.	<p>The Renewable Energy Substantiation Statement must include:</p> <ul style="list-style-type: none"> <li>(a) the total electricity (in kWh) utilised each year by the Charging Sites;</li> </ul>



Report Type	Date	Requirements
		(b) the total electricity (in kWh) produced and purchased by the Recipient in a financial year; and (c) the total non-renewable energy in (kWh) utilised or purchased in a financial year.
Recoupment Statement	Within 60 days after 30 June each year during the term of this Agreement or otherwise at ARENA's request.	Substantially in the form annexed to Schedule 3.
Audited financial statements prepared by an Approved Auditor in accordance with Accounting Standards in respect of the ARENA Funding, Recipient Contributions and Other Contributions	Within 120 days after 30 June each year during the term of this Agreement or otherwise at ARENA's request.	The audited financial statements must include: (a) a definitive statement as to whether the financial information for the Project represents the financial transactions fairly and is based on proper accounts and records; (b) a separate declaration from the Recipient's directors that the Recipient is solvent, a going concern and able to pay its debts as and when they fall due; and (c) details of any ARENA Funding returned or refunded to ARENA by the Recipient and the reasons for such refund.

In this item 3.1, the following terms have the following meaning:

- (a) **Accounting Standards** means the standards of that name maintained by the Australian Accounting Standards Board (referred to in section 227 of the *Australian Securities and Investments Commission Act 2001* (Cth)) or other accounting standards which are generally accepted and consistently applied in Australia;
- (b) An **Approved Auditor** is a person who is:
  - (i) registered as a company auditor under the Corporations Act or an appropriately qualified member of the Institute of Chartered Accountants in Australia, CPA Australia or the Institute of Public Accountants;
  - (ii) not a principal, member, shareholder, officer, agent, subcontractor or employee of the Recipient, an Project Participant or a related body corporate of the Recipient or an Project Participant; and
  - (iii) not the Recipient's accountant.

### 3.2 Specific Plans

Plan, and date for providing plan	Requirements
<b>Risk Management Plan</b> , to be provided by the Recipient in accordance with item 1.4 of this Schedule 1.	(a) For the duration of this Agreement, the Recipient must develop, implement and update a Risk Management Plan for the Project which includes the following features: <ul style="list-style-type: none"> <li>(i) clear identification and documentation of all key Project risks and categorisation of those risks covering both likelihood of occurrence and potential consequence;</li> </ul>

Plan, and date for providing plan	Requirements
	<p>(ii) the proposed mitigation strategies and associated action plans that the Recipient determines necessary to eliminate the risks or, if this is not possible, minimise the likelihood and consequences of those risks occurring; and</p> <p>(iii) a process for regularly monitoring and updating the Risk Management Plan and reporting to the Recipient's internal management, board, Project Participants and joint venture partners (if applicable),</p> <p>and is consistent with relevant industry standards and best practice for this type of project and the types of risks it has.</p>
<p><b>Deployment Plan</b> to be provided by the Recipient to ARENA in line with Milestones 1 through 7</p>	<p>For the duration of this Agreement the Recipient must develop, implement and update a Deployment Plan for the Project which provides an update on the progressive deployment or rollout of Charging Sites.</p>

### 3.3 Reporting on Knowledge Sharing Deliverables

- (a) Each Milestone Report and/or Progress Report must include a description of:
  - (i) the Knowledge Sharing Deliverables completed during the period to which the report relates, including a list of any public reports or knowledge sharing reports;
  - (ii) the outcomes of those Knowledge Sharing Deliverables;
  - (iii) any data or documentation developed from the Project during the period to which the report relates; and
  - (iv) a 'lessons learnt' knowledge sharing report (using the template provided by ARENA) for each Knowledge Sharing Deliverable since the previous report.
- (b) The Final Report must include details of:
  - (i) all of the Knowledge Sharing Deliverables completed as at the date of the Final Report;
  - (ii) analysis of the effectiveness of each of the Knowledge Sharing Deliverables completed; and
  - (iii) for any on-going Knowledge Sharing Deliverables, an update of progress in undertaking each Knowledge Sharing Deliverable.

## 4. Knowledge Sharing Plan

### 4.1 Knowledge sharing context

Under the *Australian Renewable Energy Agency Act 2011* (Cth), ARENA has a mandate to promote the sharing of information and knowledge about renewable energy technologies. The objective of this is to accelerate the development and growth of Australia’s renewable energy sector.

ARENA takes its obligations regarding recipients’ commercially sensitive information and Intellectual Property Rights seriously. The Recipient’s rights and obligations with regard to confidentiality and Intellectual Property Rights are addressed in detail in this Agreement.

### 4.2 Knowledge Sharing Deliverables

#### (a) Projects module (demonstration and deployment projects)

The specific Knowledge Sharing Deliverables for this Project are identified in the table/s below.

ARENA may make requests from projects (and portfolios of projects) for particular topics to be covered either through lessons learnt reports (where applicable) or ad hoc reports, as required.

Where ARENA has not made a specific request, topics are to be relevant and/or topical and have an appreciation for the key audiences. For the avoidance of doubt, business development and marketing material is not considered knowledge sharing.

If at any time you require guidance on what your report should cover please visit the knowledge sharing portfolio page on the ARENA website or contact [knowledge@arena.gov.au](mailto:knowledge@arena.gov.au).

#### Deliverables Table

<i>What?</i>	<i>Why?</i>	<i>Frequency?</i>	<i>When?</i>	<i>Who is it for?</i>	<i>How?</i>
<i>ARENA 15 min Project Survey</i>	<i>Efficient qualitative data gathering</i>	<i>10 days from the end of each quarter</i>	<i>From Funding Agreement (FA) execution to 12 months following the Project Completion Date</i>	<i>ARENA and ARENA Knowledge Sharing agent only</i>	<i>ARENA to provide link to survey at contract execution</i>
<i>Lessons Learnt report</i>	<i>Public information readily accessible, useable and searchable. Project specific lessons learnt</i>	<i>10 days from the end of each quarter from the Commencement Date until 12 months following the Project Completion Date</i>		<i>Public</i>	<i>Content to cover issues identified during deployment from pre-construction through to operation:</i>

<i>What?</i>	<i>Why?</i>	<i>Frequency?</i>	<i>When?</i>	<i>Who is it for?</i>	<i>How?</i>
					<i>(e.g. site design adequacies; power availability; installation issues; dealings with local planning authorities and DNSP's; including identified differences in requirements across various states and/or utilities).</i>
<i>Two page project report</i>	<i>Provides a high-level overview of the project, highlighting the intended Outcomes (impact) of the project. Includes a checklist of/quick reference to the renewable energy components and enabling technologies</i>	<i>12 months post practical completion</i>	<i>Once Only</i>	<i>Public</i>	<i>ARENA to provide template</i>
<i>ARENA workshop attendance and participation and one page summary to be provided following the event summarising involvement, key takeaways and outlining any follow up actions.</i>	<i>Face to face information sharing</i>	<i>Up to three each year</i>	<i>From the Commencement Date until 12 months following the Project Completion Date</i>	<i>ARENA portfolio projects and invited guests</i>	<i>Face to face – may include external events that share lessons from ARENA projects</i>  <i>Topics could include:</i> <input type="checkbox"/> <i>Requirement variations driven by DNSP and local planning authorities and opportunities to standardise</i> <input type="checkbox"/> <i>Economic influence of fixed and demand</i>

<i>What?</i>	<i>Why?</i>	<i>Frequency?</i>	<i>When?</i>	<i>Who is it for?</i>	<i>How?</i>
					<i>charges in the operation of a charging network</i> <input type="checkbox"/> <i>Driver utilisation and triggers for site expansion.</i> <input type="checkbox"/> <i>The practicalities of solar power to support EV charging.</i> <input type="checkbox"/> <i>EV utilisation pre and post charging station deployments and the enablement of EV users</i> <input type="checkbox"/> <i>Regional EV use statistics.</i>
<i>Financial Model</i>	<i>Allow for financial analysis (forecast v actual)</i>	<i>At the Commencement Date and within 3 months following Project Completion</i>		<i>ARENA and ARENA Knowledge Sharing Agent</i>	
<i>ARENA website project page questions</i>	<i>Answer reasonable market requests for information via ARENA's project page</i>	<i>As required</i>	<i>As required</i>	<i>Industry</i>	<i>ARENA and Recipient to agree reasonable response</i>
<i>Ad hoc reports, products and activities</i>	<i>Capture unknown unknowns</i>	<i>As required (no more than twice/year)</i>	<i>As required by ARENA from Commencement Date until 12 months after the Project Completion Date</i>	<i>Identified at time of request</i>	<i>Format and topic to be agreed at the time of request</i>
<i>Presentations</i>	<i>Project exposure, knowledge dissemination</i>	<i>Minimum one per year, as agreed with ARENA</i>	<i>From the Commencement Date until 12 months following the Project Completion Date (key challenges)</i>  <i>Once during operation (operational insights)</i>	<i>Industry</i>	<i>As agreed with ARENA, at industry conferences or events with high attendance from target audience</i>



<i><b>What?</b></i>	<i><b>Why?</b></i>	<i><b>Frequency?</b></i>	<i><b>When?</b></i>	<i><b>Who is it for?</b></i>	<i><b>How?</b></i>
<i>Site visit</i>	<i>On ground experience with key stakeholders</i>	<i>Once</i>	<i>As agreed with ARENA</i>	<i>ARENA and industry</i>	<i>Site visit to project location</i>
<i>Specific deliverables</i>					
<i>Report for Network Service Providers (NSPs) on approvals (when required) and grid impacts</i>	<i>Share information around electrical standards, grid connections, demand management and renewable integration for high power devices, and learnings from the associated approval processes with NSPs.</i>	<i>Once</i>	<i>In line with Milestone 2</i>	<i>NSPs</i>	<i>Report covering: Differences in NSP approvals, standards, permits required  Demand management opportunities and solutions as applicable to the Evie highway network including high-level analysis of the financial value of any benefits realised.</i>
<i>Report on tariffs for high power chargers</i>	<i>Share results of tariff trial(s) undertaken with industry and regulators to inform market development</i>	<i>Once</i>	<i>In line with Milestone 6</i>	<i>Government, utilities, Australian Energy Regulator, other developers</i>	<i>Trial to be developed in consultation with AER and one or more DNSPs. Report to include analysis based on varying power charging scenarios and tariffs (as agreed with ARENA, AER and participating DNSPs)  This deliverable is subject to Evie's reasonable endeavours as DNSPs and regulators are not obliged to participate in such trial(s).</i>

<b>What?</b>	<b>Why?</b>	<b>Frequency?</b>	<b>When?</b>	<b>Who is it for?</b>	<b>How?</b>
<i>How to guide on site selection (covering existing infrastructure considerations e.g transformers, proximity to petrol station infrastructure, and land lease commercial negotiations)</i>	<i>Provide generic information to industry and improve site acquisition and development approval processes</i>	<i>Once</i>	<i>In line with Milestone 3</i>	<i>Government, utilities, other developers.</i>	<i>Recipient to work with ARENA and state governments to determine priorities.  Report to include: Existing infrastructure considerations (e.g transformers, proximity to petrol station infrastructure), local council interactions and landowner lease negotiations</i>
<i>Report on sourcing of renewable energy to meet charging demand</i>	<i>Share information with industry on technical and commercial considerations</i>	<i>In line with Milestone 5</i>		<i>Government, utilities, other developers.</i>	<i>Report to cover: - Procurement process for purchase of Green Power or PPAs - When is it economically feasible to use Green Power retail electricity for ultra-rapid charging - To the extent considered by the project, site suitability and cost analysis of using on-site renewable energy</i>
<i>Relevant operational data for ARENA analysis</i>	<i>Provide data on operation of chargers for comparative analysis with other ARENA funded electric vehicle projects</i>	<i>As per 4.2(b) Data collection table</i>		<i>ARENA only</i>	<i>The data source and format of the data will be agreed between ARENA and the Recipient following the Commencement Date.</i>

<b><i>What?</i></b>	<b><i>Why?</i></b>	<b><i>Frequency?</i></b>	<b><i>When?</i></b>	<b><i>Who is it for?</i></b>	<b><i>How?</i></b>
<i>Insights report from Operational data gathered from Project commencement to 12 months following Project Completion</i>	<i>Provide consumer insights and learnings for industry from data gathered from operations.</i>	<i>Once</i>	<i>Within 15 months following Project Completion Date</i>	<i>Government, Industry</i>	<i>Report to cover:</i> <ul style="list-style-type: none"> <li><i>- Operational aspects of charging stations including utilisation analysis, load curves and integration with energy sector (networks and markets)</i></li> <li><i>- Consumer behaviour insights around range anxiety &amp; regional and rural highway travel</i></li> </ul>



(b) Data collection

Data Set	Specific Data Fields	Sampling frequency, time period	Units	Data Source*	Format*	Dissemination
Operating Data (for each site)	No. of charge events.	At time of submitting Milestones 2-8 and on each anniversary of the Project Completion Date until 3 years after the Project Completion Date	number			ARENA only
	charge events x charger type	At time of submitting Milestones 2-8 and on each anniversary of the Project Completion Date until 3 years after the Project Completion Date	number x kW			ARENA only
	charge per event.	At time of submitting Milestones 2-8 and on each anniversary of the Project Completion Date until 3 years after the Project Completion Date	kWh/event			ARENA only
	charge duration	At time of submitting Milestones 2-8 and on each anniversary of the Project Completion Date until 3 years after the Project Completion Date	minutes			ARENA only
	charge session duration (including time not charging)	At time of submitting Milestones 2-8 and on each anniversary of the Project Completion Date, until 3 years after the Project Completion Date	minutes per charge event			ARENA only
	time of day for charge events.	At time of submitting Milestones 2-8 and on each anniversary of the Project Completion Date, until 3 years after the Project Completion Date	Time/number			ARENA only
	Location	Once only at Project Completion Date	Longitude and Latitude			ARENA only
Energy Data	Load profile	15 minute interval sampling frequency, at the time of submitting Milestones 2-8 and on each anniversary of the Project Completion Date, until 3 years after the Project Completion Date	kW, kWh			ARENA only
	Load profile	5 second interval sampling frequency from five operational charging sites (to be determined & agreed by Milestone 2) with data to be collected & provided for a two year period from April 2021 to April 2023. To be provided at the time of submitting Milestones 6-8 and within 30 days from end of data collection period (April 2023).	kW, kWh			ARENA only

Data Set	Specific Data Fields	Sampling frequency, time period	Units	Data Source*	Format*	Dissemination
	Maximum demand	At time of submitting Milestones 2-8 and on each anniversary of the Project Completion Date, until 3 years after the Project Completion Date	kW/kVA			ARENA only
Cost data	Site installation costs actual v forecast	Once only at Project Completion Date	\$			ARENA only
	Maintenance costs planned v unplanned	At time of submitting Milestones 2-8 and on each anniversary of the Project Completion Date, until 3 years after the Project Completion Date	\$			ARENA only
	Maintenance events planned v unplanned	At time of submitting Milestones 2-8 and on each anniversary of the Project Completion Date, until 3 years after the Project Completion Date	number			ARENA only
Renewable consumption	kWh consumed	At time of submitting Milestones 2-8 and on each anniversary of the Project Completion Date, until 3 years after the Project Completion Date	kWh			ARENA only

\* The data source and format of the data will be agreed between ARENA and the Recipient following the Commencement Date.

### 4.3 Knowledge sharing third parties

#### (a) Knowledge Sharing Agent

ARENA intends to commission a Behavioural Insights study to examine consumer response to various EV charging models funded by ARENA. Subject to the Knowledge Sharing Agent being an independent party with no conflicts of interest, the Project will participate in the study by providing data and information in line with the deliverable & data tables at 4.2 a) & b) above. ARENA will provide notification of the Knowledge Sharing Agent and the parameters of the study for the Recipient's approval for participation the study as soon as practical.

#### (b) Knowledge Sharing Partner

The Recipient will partner with the University of Queensland Dow Centre to help implement and operate the knowledge sharing process. Trevor St Baker has recently gifted funding for UQ to establish a 10 year program for a visiting e-mobility fellowship. The Dow Centre and the e-mobility visiting fellowship position will essentially be the Recipient's knowledge sharing "agent". The activities that the Dow Centre will co-ordinate include:

- Project managing the formulation and implementation of the knowledge sharing plan;
- Reporting on progress against the knowledge sharing plan;
- Collection of data and information on all aspects of the roll-out;

- Analysis and presentation of the data;
- Comparison of the findings with similar experiences overseas;
- Regular presentations and seminars on e-mobility, EV charging networks and infrastructure for EV's, including all aspects such as economics, technology, public health, EV driver habits, etc;
- PhD studies on the subject of EV charging networks;
- Papers and publications;
- Incorporation of public information into some UQ curriculum content;  Promotion of the knowledge via the high profile e-mobility visiting fellow.

# Schedule 2 – Form of Funds Payment Request

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## Funds Payment Request

To: Australian Renewable Energy Agency (ABN 35 931 927 899) (**ARENA**)

Attention: *[insert]*

*[insert date]*

Funds Payment Request – Australian Renewable Energy Agency Funding Agreement number *[insert]* dated *[insert]* between *[insert name of Recipient]* (**Recipient**) and ARENA (**Funding Agreement**)

This is a Funds Payment Request for the purposes of the Funding Agreement.

Terms used but not defined in this Funds Payment Request have the meaning given to them in the Funding Agreement.

### 1. Submission of invoice

- (a) The Recipient submits the **attached** invoice for payment in accordance with the Funding Agreement.
- (b) The invoice is for the amount of A\$*[insert]* (excluding GST) and is for *[insert relevant Instalment or Milestone to which the invoice relates]*.

### 2. Other matters

- (a) The representations set out in clause 12 of the Funding Agreement are true and correct in all material respects as at the date of this Funds Payment Request [other than: *[insert]*].
- (b) No Material Breach is continuing or would result from the payment.
- (c) The Recipient has complied with all of its obligations in connection with the Knowledge Sharing Plan.
- (d) The Recipient is able, and has sufficient funds, to complete the Project by the Project Completion Date in accordance with the Funding Agreement.

---

*[insert name of signatory]*, being an authorised officer of *[insert name of Recipient]* for the purposes of the ARENA Funding Agreement

# Schedule 3 – Form of Recoupment Statement

*Recoupment Statement prepared in accordance with clause 23 of the Funding Agreement*

<b>Issue date:</b>	<i>Date</i>	[Date prepared / sent]
Period covered:	<i>Date</i>	[Relevant quarter]
Mandatory Recoupment Amount	#	\$250,000
<b>Total Mandatory Recoupment due to ARENA</b>	<b>\$</b>	

## Additional recoupment:

<b>Issue date:</b>	<i>Date</i>	[Date prepared / sent]
Period covered:	<i>Date</i>	[Relevant quarter]
Operating Cash Flows	\$	
[Finance Debt]	\$	
Less: Investment Capital	\$	
Less: Mandatory Recoupment	\$	
	\$	
Distributable Cash Balance	\$	
<b>ARENA share of Distributable Cash Balance</b>	<b>%</b>	<b>30%</b>
<b>Additional Recoupment due to ARENA</b>	<b>\$</b>	

## Summary of ARENA Funds Recoupable:

<b>Total ARENA Funding provided (A)</b>	<b>[\$15,000,000]</b>
<b>Summary of Mandatory Recoupment payments:</b>	
<b>Period covered</b>	<b>Amount</b>
[Date / Quarter]	\$
[Date / Quarter]	\$
<b>Total Mandatory Recoupment paid (B)</b>	
<b>Summary of Additional Recoupment:</b>	
<b>Period covered</b>	<b>Amount</b>
[Date / Quarter]	\$
[Date / Quarter]	\$
<b>Total Additional Recoupment paid (C)</b>	
Total Recoupment Received by ARENA (B+C)	
<b>ARENA Recoupable funding outstanding (A-(B+C))</b>	

Additional recoupment statement submitted with confirmation from Approved Auditor that all balances are calculated in accordance with the agreed definitions in the Funding Agreement.

# Schedule 4 – Commissioning Returnable Schedule

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## Commissioning Returnable Certificate

To: Australian Renewable Energy Agency (ABN 35 931 927 899) (**ARENA**)

Attention: [insert]

[insert date]

Australian Renewable Energy Agency Funding Agreement number 2019/ARP005 dated [insert] 2019 between Fast Cities Australia Pty Ltd (ABN 58 613 484 754) trading as Evie Networks (**Recipient**) and ARENA (**Funding Agreement**).

This is a Commissioning Returnable Schedule for the purposes of the Funding Agreement.

Terms used but not defined in this Schedule have the meaning given to them in the Funding Agreement:

### 1. Definition

Charging Sites:

1. [insert]	2. [insert]	3. [insert]
4. [insert]	5. [insert]	6. [insert]

### 2. Documentation

Attached are true, up to date and complete copies of the following:

- (a) written confirmation from the DNSP that each Charging Site have been energized and approved for use as per the approved capacity set out in the site-specific connection agreement;
- (b) a line diagram certified by qualified independent third party evidencing equipment installed in a topology capable of delivering 350kW of electricity at the Charging Heads of each Charging Site (subject to manufacturer's installation guidelines and any multi-use charging requirements); and
- (c) written evidence that the Charging Site is ready and available for use with Charging Heads as part of the Charging Network,

(together the 'Documentation')

### 3. Certification

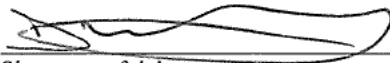
To the best of my knowledge and belief based on the Documentation attached, 'Commissioning' of the Charging Sites has occurred in accordance with the terms of the Funding Agreement.

\_\_\_\_\_  
[insert name of signatory], being an authorised representative of the Recipient.

**Executed as an agreement.**

Signed for and on behalf of the **Australian Renewable Energy Agency** by its duly authorised delegate in the presence of

s22 \_\_\_\_\_  
Signature of witness

←  \_\_\_\_\_ ←  
Signature of delegate

s22 \_\_\_\_\_  
Name of witness (print)

DARRON MULLER \_\_\_\_\_  
Name of delegate (print)

28/5/2019 \_\_\_\_\_  
Date

CFO. \_\_\_\_\_  
Position of delegate (print)

Signed for and on behalf of **Fast Cities (trading as Evie Networks)** (ABN 58 613 484 754) in the presence of:

\_\_\_\_\_  
Signature of witness (print)

← \_\_\_\_\_ ←  
Signature of authorised representative

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Name of authorised signatory (print)

\_\_\_\_\_  
Signature of witness (print)

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Name of authorised signatory (print)

**Executed as an agreement.**

**Signed** for and on behalf of the **Australian Renewable Energy Agency** by its duly authorised delegate in the presence of

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Date

←

\_\_\_\_\_  
Signature of delegate

←

\_\_\_\_\_  
Name of delegate (print)

\_\_\_\_\_  
Position of delegate (print)

**Signed** for and on behalf of **Fast Cities (trading as Evie Networks)** (ABN 58 613 484 754) in the presence of:

**s47F**  
\_\_\_\_\_  
Signature of witness (print)

**s47F**  
\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Signature of witness (print)

\_\_\_\_\_  
Name of witness (print)

←

  
\_\_\_\_\_  
Signature of authorised representative

**TREVOR ST BAKER**  
\_\_\_\_\_  
Name of authorised signatory (print)

\_\_\_\_\_  
Signature of authorised representative

**RODGER WHITBY**  
\_\_\_\_\_  
Name of authorised signatory (print)

←



**Executed as an agreement.**

**Signed** for and on behalf of the **Australian Renewable Energy Agency** by its duly authorised delegate in the presence of

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness (print)

\_\_\_\_\_  
Date

← \_\_\_\_\_ ←  
Signature of delegate

\_\_\_\_\_  
Name of delegate (print)

\_\_\_\_\_  
Position of delegate (print)

**Signed** for and on behalf of **Fast Cities (trading as Evie Networks)** (ABN 58 613 484 754) in the presence of:

\_\_\_\_\_  
Signature of witness (print)

\_\_\_\_\_  
Name of witness (print)

**s47F**

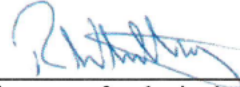
\_\_\_\_\_  
Signature of witness (print)

**s47F**

\_\_\_\_\_  
Name of witness (print)

← \_\_\_\_\_ ←  
Signature of authorised representative

\_\_\_\_\_  
Name of authorised signatory (print)



\_\_\_\_\_  
Signature of authorised representative

**RODGER WHITBY**

\_\_\_\_\_  
Name of authorised signatory (print)

# Appendix A – Minor Variations to this Agreement (Clause 10.1)

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*This Appendix is intended to set out the process for effecting Minor Variations, to record details of Minor Variations for administrative purposes and to be updated as Minor Variations are effected.*

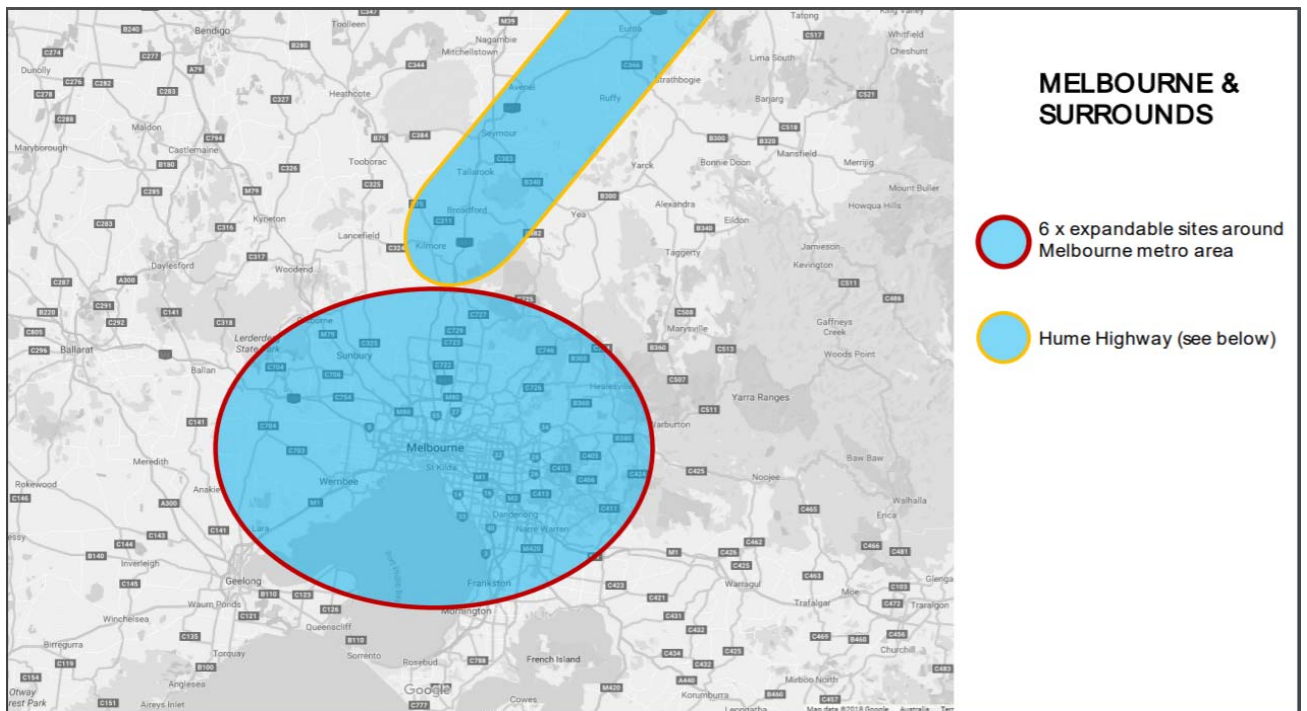
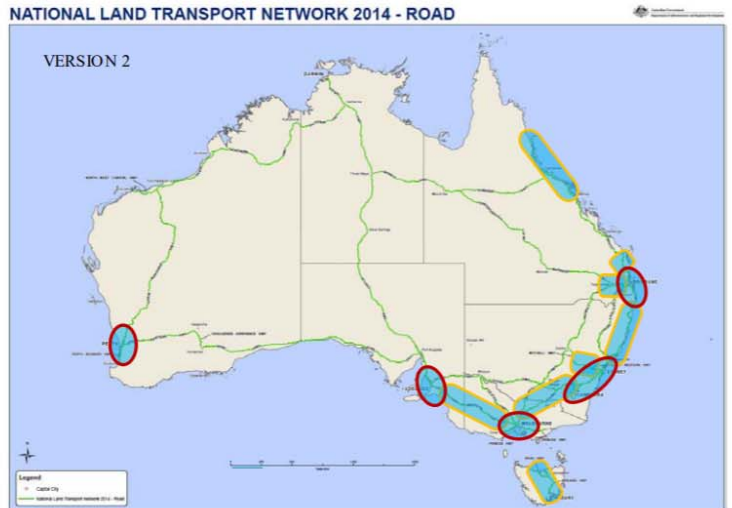
Where the parties agree to a Minor Variation in accordance with clause 10.1, ARENA will send the Recipient an updated version of the table **below** containing details of the Minor Variations currently in effect. This Appendix will be deemed to have been amended accordingly. If there is any inconsistency between a Minor Variation and this Appendix, then the Minor Variation will prevail to the extent of the inconsistency.

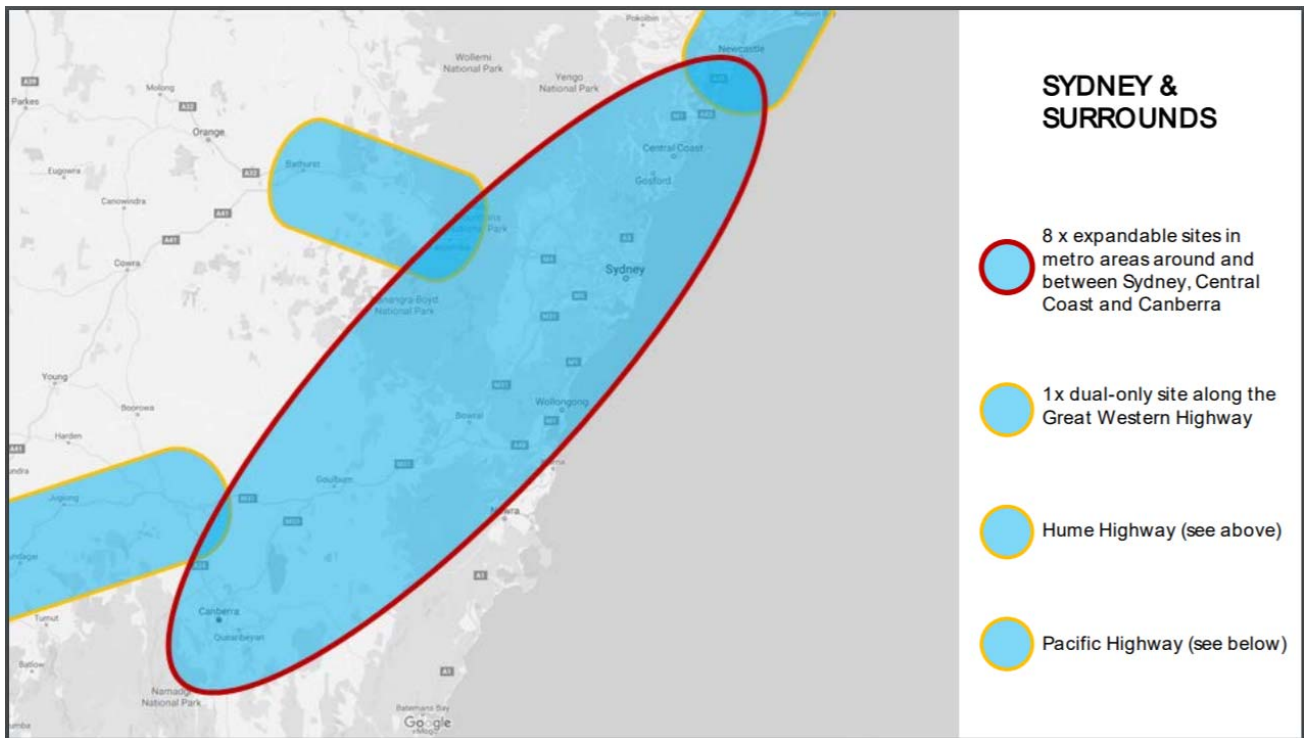
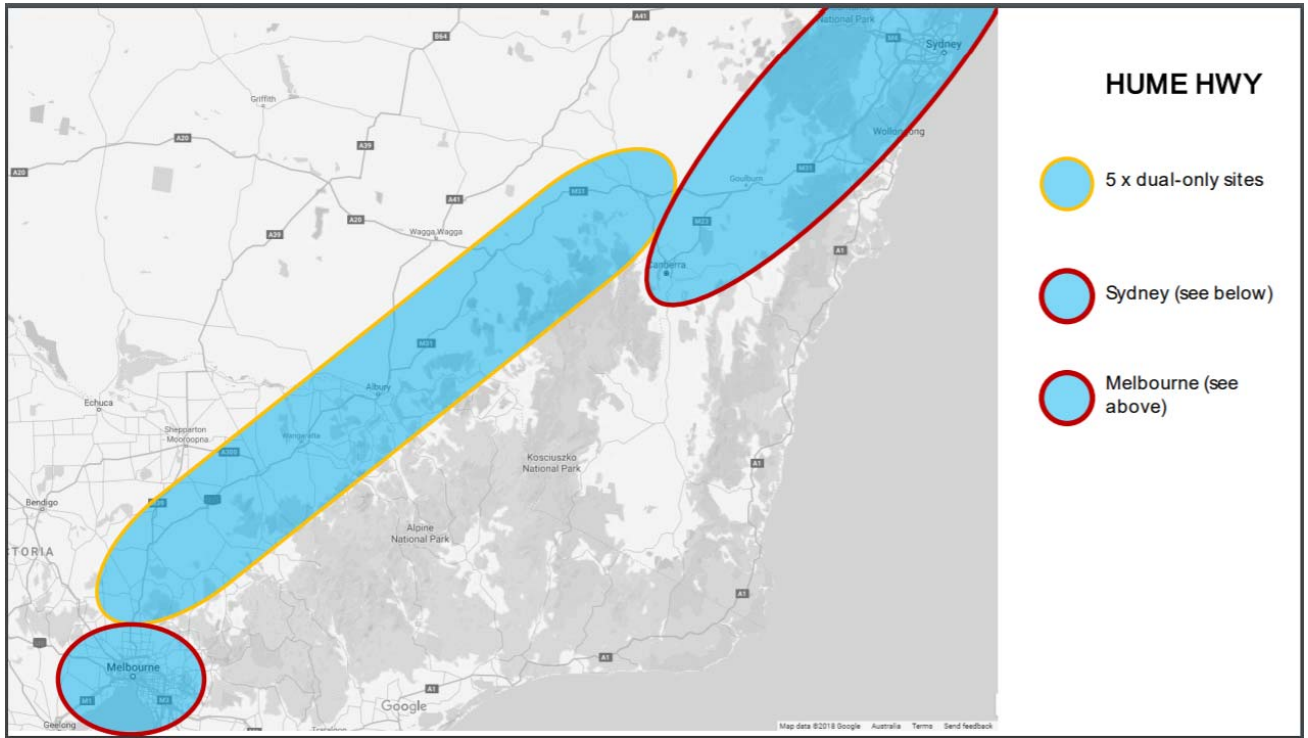
<b>Minor Variation No.</b>	<b>Date of Minor Variation</b>	<b>Nature of Minor Variation</b>	<b>Details of Minor Variation</b>
1.	<i>[insert]</i>	<i>[Insert as directed by ARENA / agreed by the parties]</i>	<i>[Insert brief details]</i>
2.			
3.			
4.			
5.			
6.			
7.			

# Appendix B – Roll out plan

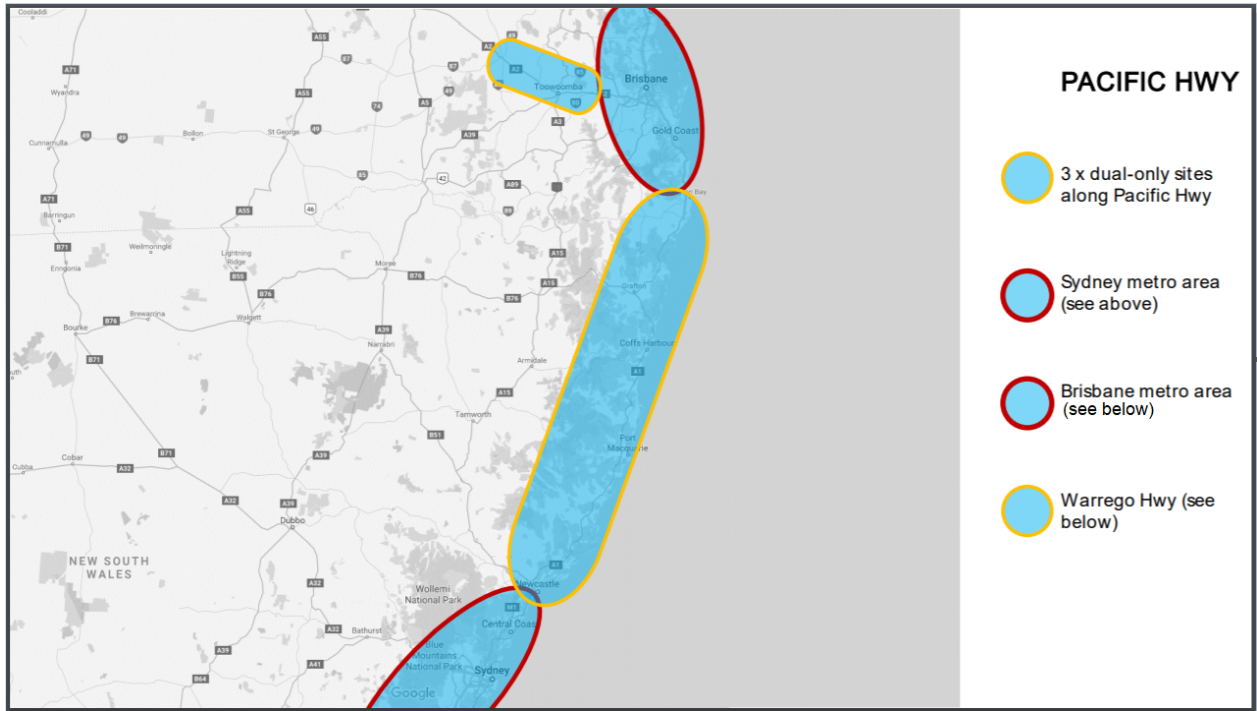
## Evie Networks – Phase 1 Rollout Plan

Category	Region	Site Type	Site Count*
Metro	Sydney Central Coast Canberra	Expandable	8
Metro	Melbourne	Expandable	6
Metro	Brisbane Gold Coast Sunshine Coast	Expandable	4
Metro	Adelaide	Expandable	3
Metro	Perth	Expandable	3
<b>Subtotal expandable sites</b>			<b>24</b>
Intercity	Hume Hwy	Dual-only	5
Intercity	Pacific Hwy	Dual-only	3
Intercity	Dukes Hwy	Dual-only	1
Regional	Bruce Hwy	Dual-only	4
Regional	Midland Hwy	Dual-only	3
Regional	Warrego Hwy	Dual-only	1
Regional	Gt Western Hwy	Dual-only	1
<b>Subtotal dual-only sites</b>			<b>18</b>
<b>TOTAL PHASE-1 SITES</b>			<b>42*</b>

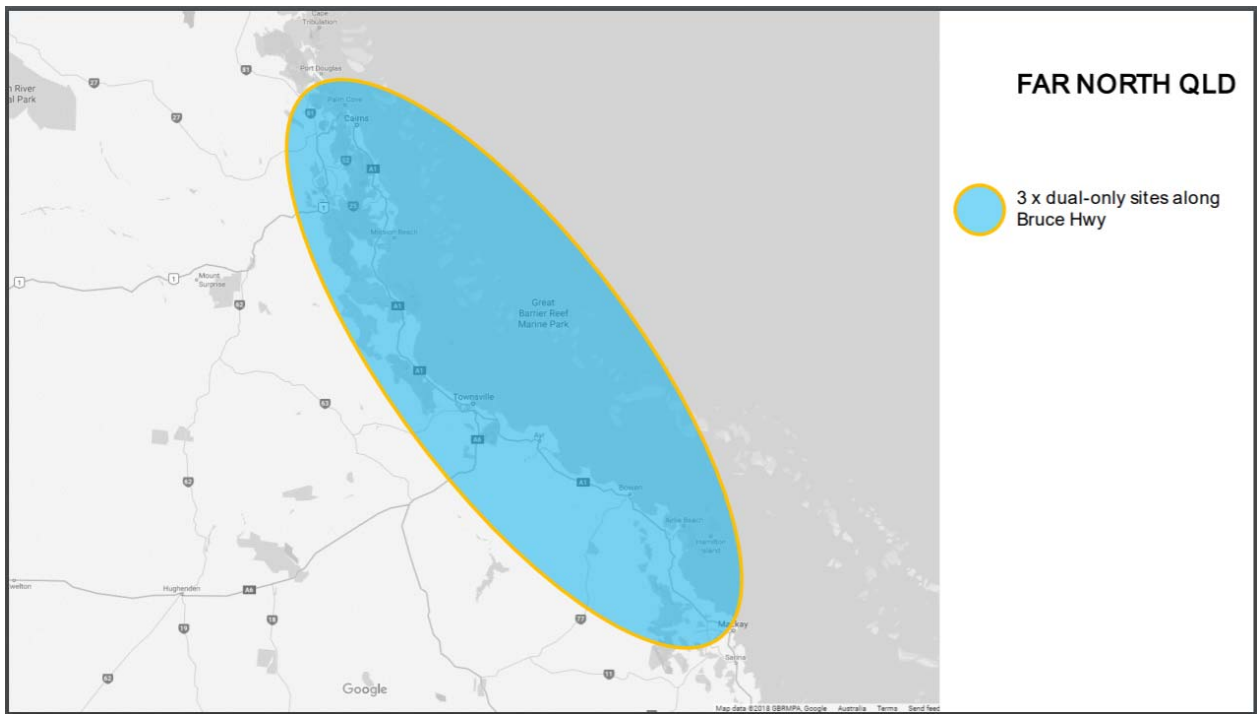
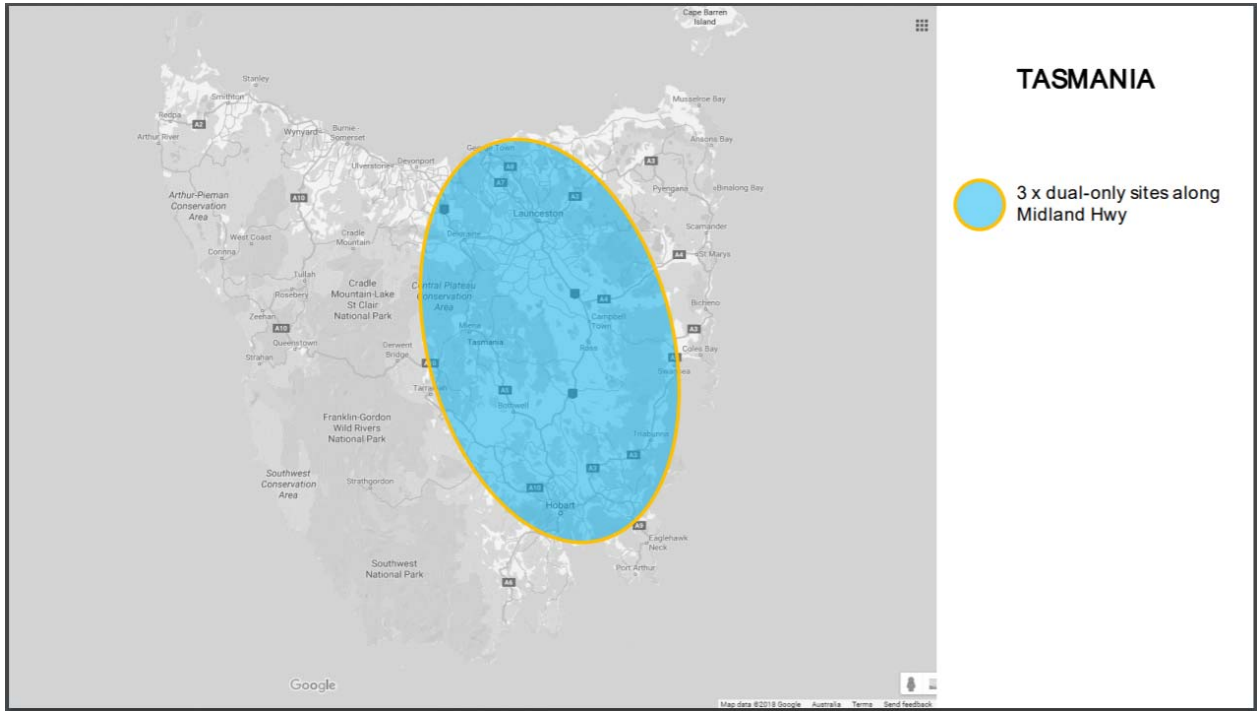












# Electric vehicle fast charger network proposals

**INTERNAL Analysis**  
**October 2018**





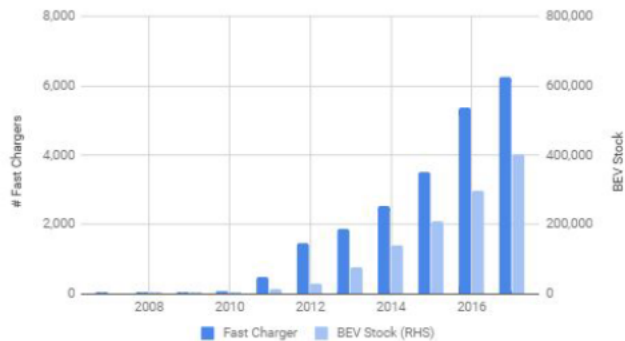
## Executive Summary

- There are a number of EV fast charging infrastructure projects (**Fast Chargers**) under development in Australia at present. A number of these projects have approached ARENA for funding.
- The current ARENA internal view is that 40-60 fast charging stations are required to support a Minimum Viable Product (MVP) to overcome customer range anxiety and encourage OEMs to increase the volume and model diversity of imported vehicles.
- The international experience has shown that:
  - Fast Chargers preceded a period of significant growth in EV sales in US, Germany and Norway. However, BNEF estimates the majority of the 173k DC Fast Chargers globally are not yet profitable.
  - Early Fast Charger networks in Europe received subsidies of ~50% (or above). EU grants of AUD\$165-265k/site (20% project cost) for 350kW sites have been provided over the past 2 years
  - BNEF estimates US breakeven metrics per site of 8-12 charging events/day and US\$0.50/kWh (~38% above the equivalent gasoline price).
  - Transmission upgrade costs increasingly impact the cost per site (particularly as stations approach 350kW), and demand charges are disproportionately high amongst low utilisation sites. Storage may be a cost effective solution to either of these issues.
- Potential benchmarks for fast charging networks could consider:
  - Distance - Maximum of 200km between Fast Chargers (CF) vs. 150km max (FC)
  - ARENA grant per site - \$286k (CF) vs. \$595k (FC)
  - ARENA grant / kW capacity - \$0.9k/kW (CF) vs. \$1.7k/kW (FC)
  - # cars charged per hour / site (assume full utilisation) - 6 (CF) vs. 6 (FC)

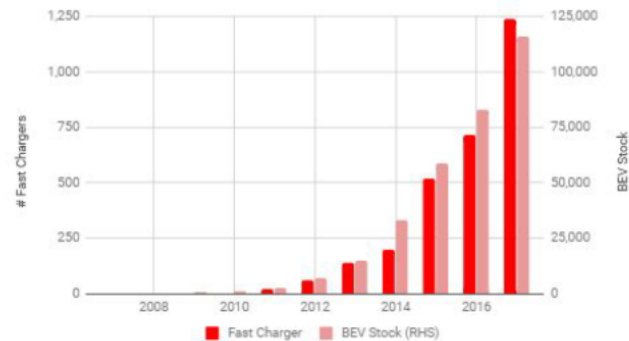


## International Experience - Fast Charger Availability vs. BEV uptake

US Public Fast Charging vs. BEV Stock

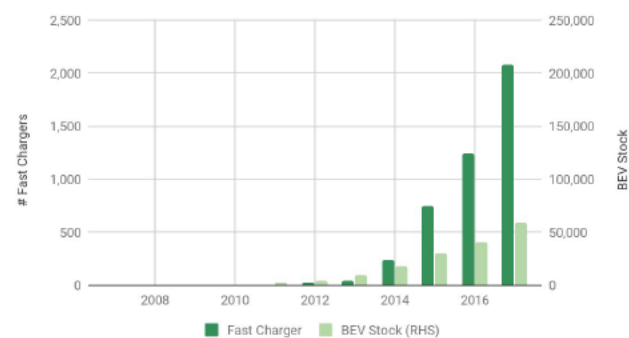


Norway Public Fast Charging vs. BEV Stock



- Uptake rates of BEVs over time compared to installed Public Fast Charging networks is shown above for the US, Norway and Germany
- The installation of 50-60 fast chargers (US (2010), Norway (2012) and Germany (2013)) appears to have preceded material growth in BEVs

Germany Public Fast Charging vs. BEV Stock



## International Experience - EU

- As at Sep 2018, there were 2,550 rapid charging site installed on European main roads with a total of ~5,000 fast chargers<sup>1</sup>. This equates to one site (2 chargers) placed every 60km for both directions on the highway.
- Cambridge Econometrics estimated total cumulative cost for public charging infrastructure at €12b to 2030<sup>1</sup>.
- The EU has provided subsidies for the following projects through the Connecting Europe Facility (CEF):

Project	Period	Project Cost / Grant %	# stations / Avg AUD\$ cost	Detail
Central European Green Corridors	Mar 2014 - 2015	€7.1m / 50%	115 / A\$50k	Austria, Germany, Croatia, Slovenia, Slovakia
NCE-FastEvNet	Mar 2016 - 2018	€3.8m / 85%	85 / A\$63k	Poland and Slovakia
Ultra-E	Mar 2016 - 2018	€13m / 50%	25 / A\$420k	350kW across Netherlands, Belgium, Germany and Austria
EVA+	Jul 2016 - 2019	€8.5m / 50%	200 / A\$90k	Netherlands, Belgium, Germany and Austria
EUROP-E	July 2017-2021	€196m / 20%	340 / A\$185k	350kW throughout western Europe. Undertaken by IONITY, a JV between BMW, Daimler, Ford and Volkswagen.
Central European Ultra Charging	2018-2021	€62m / 20%	118 / A\$165k	350kW across Austria, Romania & other slow adopters.

- German government provided €4.1m to Fastned for 25 350kW chargers in Sep 2017 (approx A\$265k/station)
- Oslo (Norway) offers grants for up to 60% of installation cost of a charging point



## International Experience - US

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### US

- From 2005 to 2016, the US federal government offered a tax credit for alternative fuel infrastructure development of ~30% of cost up to \$1,000 (typically for residential slow chargers)<sup>1</sup>.
- California<sup>2</sup> (Feb 2016) - State government grant of \$8.9m out of a total cost of \$11.5m (77%) for 9 DC charging projects to extend the West Coast Electric Highway from Washington through to California.
- West Coast Electric Highway - State govt JV (Washington, Oregon & California) with federal funding for rapid charging every 30 miles (average).
- Electrify America - to invest US\$500m nationally over 300 highway sites (each with 4-10 150kW and 350kW DC fast chargers) by Jun 2019 (approx A\$2.3m/station).
- Proposed US\$2bn over 10 years for EV charging deployment. First site unit commissioned May 2018 in Massachusetts, USA (2x 350kW and 2x 150kW ABB chargers).



## Bloomberg New Energy Finance - Fast Charging with Storage

- There are 173k DC fast charging points (>43kW) installed globally (28% of public charging asset base), the majority of which do not generate sufficient cashflow on a standalone basis to be profitable.
- The UK and the Netherlands are the exception with higher utilisation and customer willingness to pay higher energy rates.
- The economics of DC Fast Chargers relates to the following key factors:
  - a. Capital costs
    - i. Tesla spend US\$300k (AUD \$420K) per supercharger site with 5x 120kW-140kW chargers
    - ii. Electrify America has implied costs of US\$160k (AUD\$225k) per 350kW charger
  - b. Load - Fast charging loads typically peak in late afternoon (co-incide with peak demand in electricity market). Demand charges can form a significant operating cost
  - c. Site Utilisation
    - i. Fast charging sites require 8-12 charging events per day to break even - however, most US sites experience 5 or less charging events per day.
    - ii. Low utilisation can have a disproportionate effect on demand charge
  - d. Customer willingness to pay
    - i. The upper bound of pricing is typically the fossil fuel equivalent less a discount for additional charging time required. Tesla/EvGo charge a maximum of USD\$0.25/kWh (AUD \$0.35/kWh)
    - ii. The economic charging rate required without subsidy is US\$0.50/kWh (~AUD\$0.70/kWh), which is approximately 38% above the equivalent gasoline price.
- Storage may be desirable:
  - i. To reduce operating costs during peak demand events
  - ii. If the capex for storage is lower than any distribution network upgrades or extensions required
  - iii. Note: as utilisation at a site increases, the marginal benefit of additional required storage decreases

Note 1: Using October 2018 AUD/USD exchange rate of US\$0.70



## ChargeFox (Operational)

s47(1)(b)

### Overview

- No. of sites 21 | 200km avg. spacing
- Charging capacity per site 150-175kW | s47(1)(b)
- Typical recharge time s47(1)(b)
- Total installed capacity 6,400kW (2 charger/site | 1 head)
- Target Fin Close Oct 2018
- Roll-out Completion s47(1)(b)
- Proponent ChargeFox Pty Ltd
- Renewable Energy At least 1 on-site solar PV + battery  
Balance off-site renewable PPA
- Cost Basis s47(1)(b)
- Target Sites s47(1)(b)

### ARENA position

- Total Project Cost \$15m
- ARENA Request \$6.0m (40%)
- Current status Executed
- Recoupment s47(1)(b)

### Deployment Strategy

Stage	Location	Completion	No. Sites	Cost (\$m)
s47(1)(b)				



# s47(1)(b)

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

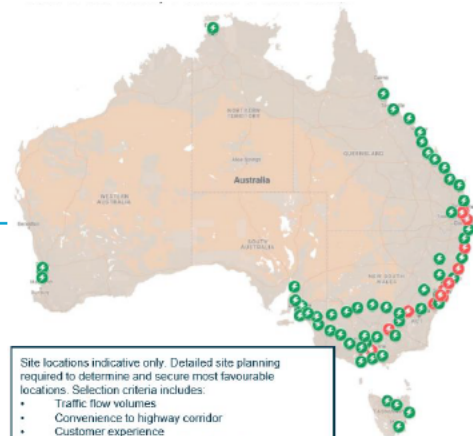
## ChargeLink (Operational)

### Overview

- No. of sites 17 | ~110km avg. spacing (estimate)
- Charging capacity per site 125kW | Hardware Provider TBA
- Typical recharge time 25 min for 300km (125kW)
- Total installed capacity 2,125kW (1 charger/site | 2 heads)
- Target Fin Close Nov 2018
- Roll-out Completion Dec 2019 | 1.0 year construction
- Proponent Vision Stream
- Renewable Energy At least 1 on-site solar PV + battery  
Balance off-site renewable PPA
- Cost Basis Telecommunications industry  
3 external quotes (+/-20%)
- Target Sites 100

### ARENA position

- Total Project Cost s47(1)(b)
- ARENA Request s47(1)(b)
- Current status Board approved
- Recoupment (Proposed) Above target equity IRR



### Deployment Strategy

- Sites yet to be individually identified.
- Project to target sites between Brisbane and Melbourne (via Sydney and Canberra)





## ChargeLink (Financial)

Site Cost (Incl.)	\$'000s
Site acquisition / signage / PM	s47(1)(b)
Electrical equipment	s47(1)(b)
Chargers (125kW)	s47(1)(b)
Other (civil, fire)	s47(1)
<b>Total</b>	s47(1)(b)

s47(1)(b)

[Redacted]

Key Assumptions	Metric
s47(1)(b)	[Redacted]
[Redacted]	[Redacted]
[Redacted]	[Redacted]

IRR (Incl. ARENA Grant)	No Intervention	Moderate Intervention
Equity IRR	s47(1)(b)	[Redacted]

s47(1)(b)

[Redacted]

P&L (excerpt)	Year 1	Year 5
s47(1)(b)	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]
[Redacted]	[Redacted]	[Redacted]

Each of the Tritium high-power chargers on the IONITY sites will deliver up to 350 kW, which can add 150 km of driving range to an EV in just five minutes.

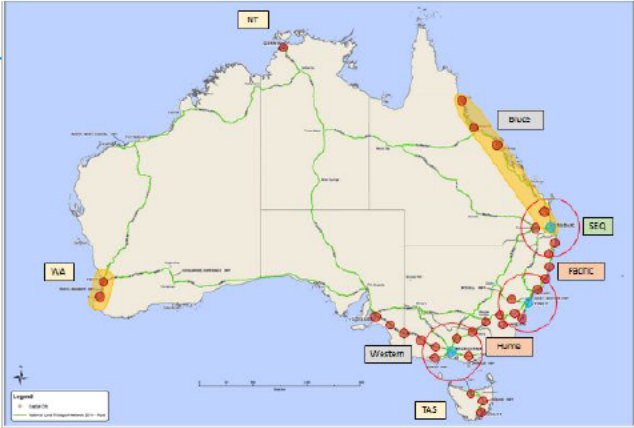
# Fast Cities (Operational)

## Overview

- No. of sites 42 | 150km avg. spacing
- Charging capacity per site 350kW | 1x "Ultra-fast" Tritium Veefil
- Typical recharge time 10 min for 300km
- Total installed capacity 14,700kW (1 charger/site | 2 heads)
- Target Fin Close Dec 2018
- Roll-out Completion Jun 2021 | 2.5 year construction
- Proponent St Baker Energy Innovation Fund
- Renewable Energy 100% GreenPower (minimal on-site solar)
- Cost Basis Telecommunications industry exp.  
"Most favoured nation" pricing requirement
- Target Sites 100 | 100km avg. spacing

## ARENA position

- Total Project Cost \$50.0m
- ARENA Request \$25.0m (50%)
- Current status Full App OOS (likely Nov 2018)
- Recoupment Recoupable if <20 stations built by Jun 2021



## Deployment Strategy

Stage	Location	Completion	No. Sites	Cost (\$m)
1	SE QLD	Jun 2019	3	5.8
2	Brisbane to Melbourne	Dec 2019	14	16.4
3	Melbourne to Adelaide; Nth QLD	Jun 2020	9	10.9
4	WA / Tas / Other	Jun 2021	16	19.6
<b>Total</b>				<b>52.7</b>

## Fast Cities (Financial)

Site Cost (2-6 head expandable)	\$'000s
Transformer & Meter	647(1)(b)
Charger (350kW)	647(1)(b)
Power Connection	647(1)(b)
Construction	647(1)(b)
Site acquisition / legal	647(1)
<b>Total</b>	<b>1,126</b>

Key Assumptions	Metric
Charging Revenue (Subscription - User Pay)	\$0.30 - \$0.60 / kWh
Subscription Revenue	\$365 p.a. / user
Electricity Cost - Variable	\$0.17 / kWh
Electricity Cost - Fixed	\$52k p.a. / site

	Incl. ARENA
Project IRR	8.1%
Equity IRR	12.9%

### Revenue Model

OEM subscription and/or pay per use. Over medium to long term, the pay-per-use model will be the primary revenue stream

P&L (excerpt)	Year 1	Year 5
Charging revenue	2.41	13.72
Subscription revenue	0.67	6.62
647(1)(b)	0.18	0.57
<b>Total Revenue</b>	<b>3.26</b>	<b>20.91</b>
<i>EBITDA margin</i>	<i>(8)%</i>	<i>42%</i>
OpEx	(1.65)	(1.99)



## Metrics

	ChargeFox	ChargeLink	Fast Cities
Charging Station capacity / time to charge 300km	2x 150-175kW / s47(1)(b)	125kW / 25 min	350kW / 10min
# cars charged per hour / site (assume full utilisation)	s47	2.4	[6-10]
Distance between Sites	200km	110km	150km
Project Cost / site <sup>1</sup>	\$15m / 21 = \$714k	s47(1)(b) / 17 = s47(1)(b)	\$50.0m / 42 = \$1,190k
Project Cost / kW capacity	\$15m / 6,400kW = \$2.3k	s47(1)(b) / 2,125kW = s47(1)(b)	\$50.0m / 14,700kW = \$3.4k
Project IRR (Incl. ARENA Grant)	s47(1)(b)	s47(1)	8%
Pre Tax Equity IRR (Incl. ARENA Grant)	s47(1)	s47(1)(b)	13%
ARENA grant request (% of Project Cost)	40%	s47(1)(b)	50%
ARENA grant / site <sup>1</sup>	\$6m / 21 = \$286k	s47(1)(b) / 17 = s47(1)(b)	\$25m / 42 = \$595k
ARENA grant / kW capacity	\$6m / 6,400kW = \$0.9k	s47(1)(b) / 2,125kW = s47(1)(b)	\$25m / 14,700kW = \$1.7k
<b>Key Assumptions</b>			
Electricity Revenue \$/KWh (Subscription / User Pay)	s47(1)(b)	s47(1)(b)	\$0.30 - \$0.60 / kWh
% revenue from direct charging (Year 5)	s47(1)(b)	s47(1)(b)	66%
Year 5 revenue / site	s47(1)(b)	s47(1)(b)	\$20.91m / 42 = \$498k



# Site Cost Breakdown

\$'000s	ChargeFox	ChargeLink	Fast Cities
Charger	2x150kW	1 x 125kW	1 x 350kW
Electrical works (incl. transformer & meter)	§47(1)(X)	§47(1)(X)	§47(1)(X)
Charger	§47(1)(X)	§47(1)(X)	§47(1)(X)
Construction & site works	§47(1)(X)	§47(1)	§47(1)(X)
Batteries	§47(1)	§4	§4
Other - Site acquisition / legal / project management	§4	§47(1)(X)	§47(1)
<b>Total</b>	§47(1)(X)	§47(1)(b)	<b>1,126</b>
<b>Components of Electrical Works</b>	§47(1)(b)		Transformer + Switchboard <sup>§47(1)(b)</sup> Meter <sup>§47(1)(b)</sup> Power connection (study, design & connection) - <sup>§47(1)(b)</sup>

§47(1)(b)



## AAP Feedback (Full Application MAR)

Criteria	ChargeFox	ChargeLink	Fast Cities
Capability & Capacity	<ul style="list-style-type: none"> <li>High - Deployment experience in Australia (Tesla supercharger network).</li> <li>In-principle OEM support received (but not committed)</li> </ul>	<ul style="list-style-type: none"> <li>s47(1)(b)</li> </ul>	<ul style="list-style-type: none"> <li>High - Strong consortium across funding (St BEIF has \$200m FUM in early stage clean energy companies), project experience and charging equipment (Tritium are one of 2 producers of 350kW chargers globally).</li> </ul>
Activity Methodology	<ul style="list-style-type: none"> <li>High - Well designed activity. EV uptake based on conservative AEMO forecast</li> <li>Risk in rolling out more sites in less time than Tesla</li> </ul>	<ul style="list-style-type: none"> <li>s47(1)(b)</li> </ul>	<ul style="list-style-type: none"> <li>Medium - Lack of revenue certainty with the strategy of building the technology prior to securing subscription agreements with OEMs and/or sign up of cornerstone customers such as fleet operators.</li> <li>Limited detail on the customer commercial offering, product differentiation, marketing and customer recruitment strategy.</li> <li>Network impacts do not appear to have been modelled at this stage.</li> </ul>
Financial Viability	<ul style="list-style-type: none"> <li>s47(1)(b)</li> </ul>	<ul style="list-style-type: none"> <li>s47(1)(b)</li> </ul>	<ul style="list-style-type: none"> <li>Medium - Material forecasting risk in revenue and variable cost assumptions</li> <li>Related party in equipment supplier (Tritium is owner by St BEIF)</li> </ul>
Knowledge Sharing	<ul style="list-style-type: none"> <li>High - No significant limitations on dissemination (outside commercial in confidence information).</li> </ul>	<ul style="list-style-type: none"> <li>s47(1)(b)</li> </ul>	<ul style="list-style-type: none"> <li>High - Applicant proposed DNSP and planning authorities' requirements, economic influence of fixed and demand charges in the operation of a charging network, driver utilisation, solar charging, and related issues.</li> </ul>



# Key Conditions

	ChargeFox	ChargeLink	Fast Cities
Status	Executed Funding Agreement	s47(1)(b)	Pre-Board
Conditions	<p>s47(1)(b)</p> <p>[Redacted]</p> <ul style="list-style-type: none"> <li>• Provision of all DD (final financial model and tax advice)</li> <li>• s47(1)(b)</li> <li>• KSP - approvals (when required and grid impacts), guidance on site selection and EV charging design considerations as well as operational data.</li> </ul> <p>s47(1)(b)</p> <p>[Redacted]</p>	<p>s47(1)(b)</p> <p>[Redacted]</p>	<ul style="list-style-type: none"> <li>• (Proponent proposed) Recoupment only above 40% IRR - appears high for stable technology and low location risk</li> </ul>



Note 1: Not enforced in contract as lead equity investor irrevocably committed to the Project without OEM support.

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**Australian Renewable Energy Agency**  
62nd Board meeting, 10 December 2018

**Item 8 Fast Cities Ultrafast EV Network Funding Proposal**  
*Agenda paper for decision*

The following entities will be discussed in a material manner in this paper:	
1	Fast Cities Australia Pty Ltd
2	St Baker Energy Innovation Fund
3	Tritium Pty Ltd
4	ERM Power Ltd

### Recommendations

It is recommended that the Board:

1. **Approve** ARENA offering up to \$15 million (excluding GST) of ARENA funding to Fast Cities Australia Pty Ltd (**Fast Cities**) subject to:
  - a. finalisation of all Project documents, including the agreements with Tritium Pty Ltd, ERM Power Ltd, and other commercial counterparties on terms acceptable to ARENA;
  - b. a termination right if another ARENA funded project, in addition to the Chargefox Project,
    - i. involving the implementation of a battery electric vehicle (**BEV**) ultrafast charging network;
    - ii. of at least 15 charging sites containing ultrafast DC BEV charging stations of at least 100kW charging capacity each; and
    - iii. in a minimum of 3 Australian States and/or Territories reaches financial close prior the Project achieving financial close;
  - c. evidence to ARENA's satisfaction of an irrevocable commitment of \$34.9 million cash contribution from the St Baker Energy Innovation Fund;
  - d. implementation of an ARENA funding recoupment mechanism on terms satisfactory to ARENA; and
  - e. the Applicant agreeing to a knowledge sharing plan on terms acceptable to ARENA.
2. **Delegate** authority to the Chief Executive Officer (**CEO**) to negotiate and execute all documents necessary to undertake the Project in a form and substance satisfactory to ARENA.

### Project Summary

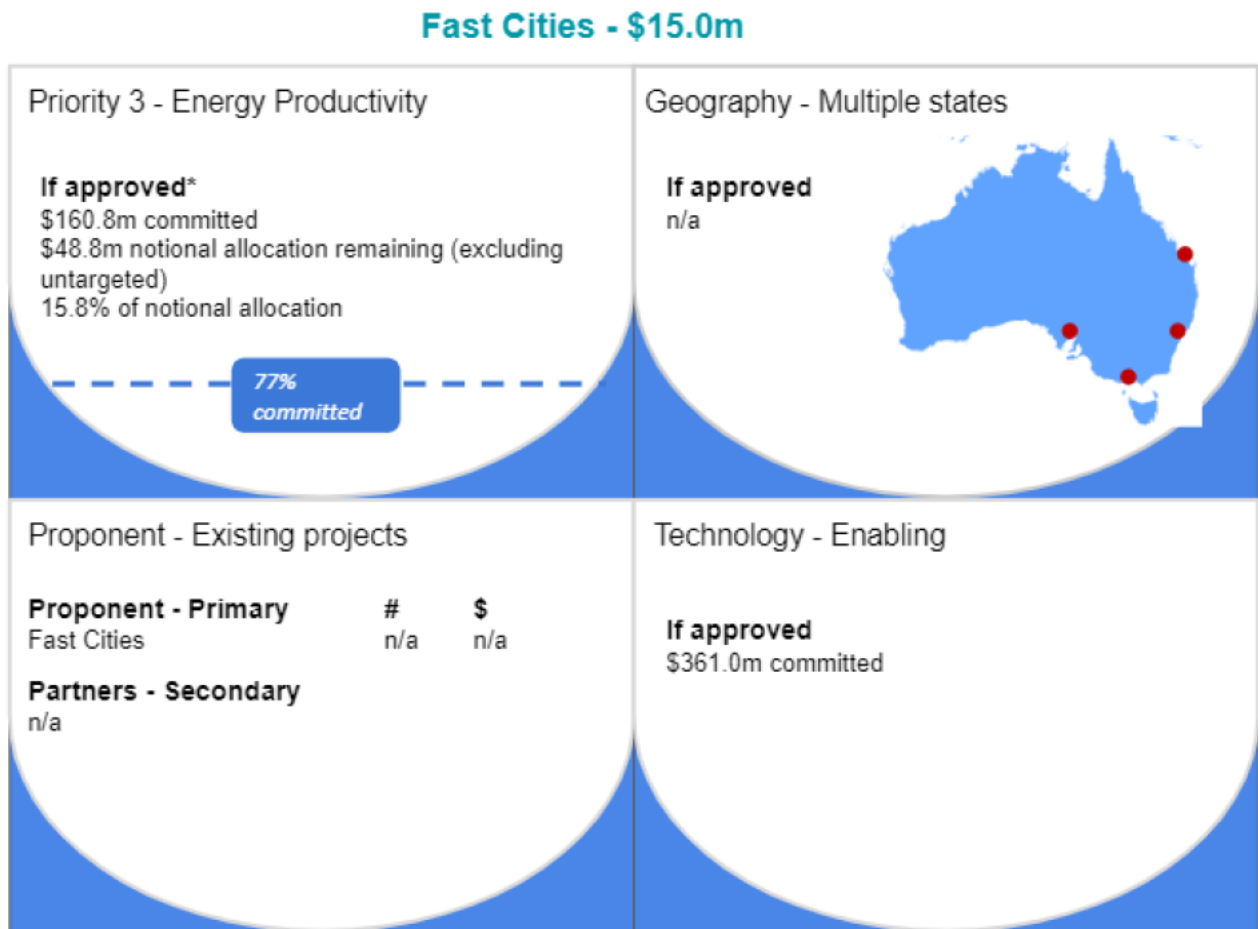
<b>Applicant name</b>	Fast Cities Australia Pty Limited
<b>Principals</b>	Chris Mills - Chief Executive Officer Paul Fox - Head of Corporate Development Andrew Simpson - Head of Technology and Planning
<b>Project title</b>	Creating a National Ultrafast BEV Charging Infrastructure Network
<b>ARENA Lead</b>	s22



<b>Grant Amount</b>	Up to \$15 million	<b>Location</b>	42 charging sites along key highways from Adelaide to Cairns plus South-West WA and Tasmania
<b>Total Project Costs</b>	\$50.2 million	<b>Energy output</b>	n/a
<b>Tech Category</b>	Enabling	<b>Project Completion</b>	Construction of 42 charging sites complete by June 2021 with knowledge sharing expected to be provided for a further 36 months.
<b>Stage/maturity</b>	Demonstration		
<b>Energy Capacity</b>	NA		
<b>Project Commencement</b>	Q1 2019		

Project Dashboard

Figure 1: Summary details of proposed Project



\*At 31 October 2018

**Project Summary**

Fast Cities Australia Pty Ltd (**Fast Cities** or the **Applicant**) is proposing to develop a national ultrafast BEV charging network in Australia to meet the expected demand from future BEV uptake. Fast Cities is seeking up to \$15 million of ARENA funding in the form of a recoupable grant to support the first phase of the development of an intercity highway charging network with 350kW ultrafast chargers covering the “National Land Transport Network” (**NLTN**) and additional highways serving popular weekend destinations (the **Project**). The Project is targeting to deliver 42 ultrafast charging sites, all powered by renewable energy (either offsite or onsite) by June 2021.

Fast Cities is a startup company supported by the St Baker Energy Innovation Fund (**St BEIF**). The St BEIF invests in early stage companies that develop innovative products for the clean energy sector. One of its portfolio companies includes Tritium Ltd Pty (**Tritium**), an Australian based manufacturer of BEV ultrafast chargers and a proposed supplier to the Project.

The St BEIF has indicated a commitment of \$34.9 million<sup>1</sup> in equity funding to Fast Cities to support the delivery of the Project. The first \$7 million Series A tranche was approved by the St BEIF board in July 2018 to fund Fast Cities development activities with the St BEIF being the sole shareholder (and proposed to be for the delivery of the Project).

Fast Cities’ long term strategy is to invest a total of \$100 million to deliver approximately 100 ultrafast charging sites across two key project phases:

*1. Phase 1: National backbone (Q4 2018- June 2021) - the ARENA Project*

The Project, focuses on the delivery of 42 charging sites (each with a minimum of 2 charging outlets or ‘heads’) along National Highway 1 between Adelaide to Cairns as well as other Capital cities and high-traffic secondary routes. The total deployment cost of this phase is estimated to be \$50.2 million (including capital and operating costs).

*2. Phase 2: Highway expansion and infill*

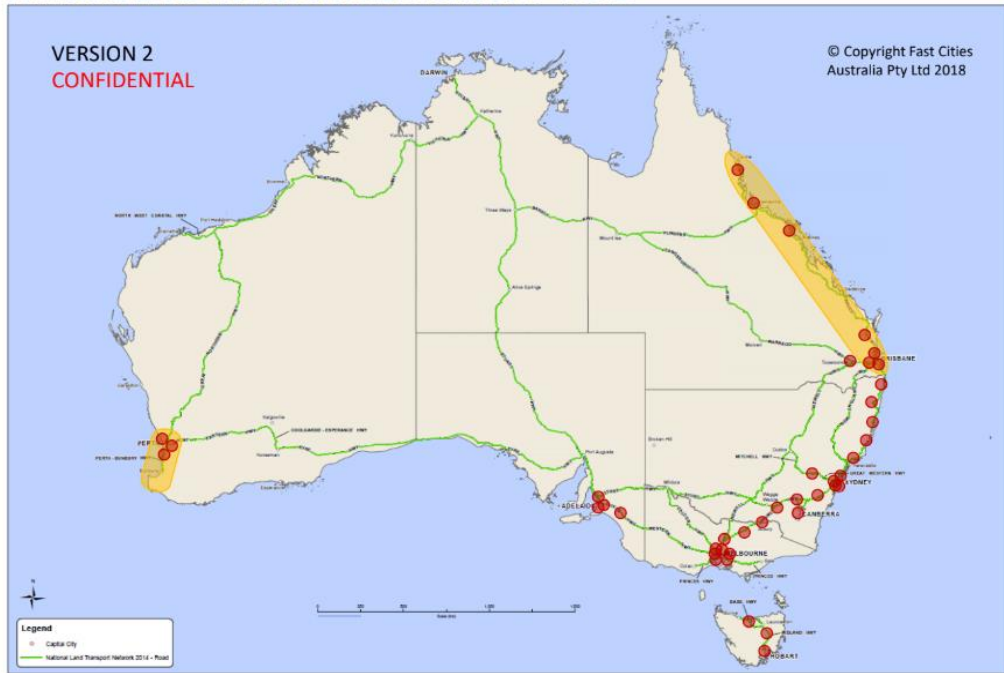
Fast Cities plans to deliver approximately 60 incremental sites to meet the expected future demand from BEV uptake. These sites will expand the highway coverage and infill between the Phase 1 stations as well as any other deployments by other parties. The exact timing of this phase would depend on the BEV uptake and required charging demand. Phase 2 will be funded by raising a further \$50 million in equity and/or debt once the business has developed a track record. No ARENA funding has been requested for Phase 2.

*Figure 2: Proposed Phase 1 roll out of ultrafast charging network*

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<sup>1</sup> \$34.9 million represents equity contribution. A further \$0.3 million of early stage revenues to be reinvested

## NATIONAL LAND TRANSPORT NETWORK 2014 - ROAD



An initial proposal requesting \$25 million of ARENA funding for the Project was submitted by Fast Cities in June 2018. The ARENA funding request was subsequently revised to \$15 million following ARENA due diligence and negotiation.

#### Chargefox Project

During the period of the ARENA assessment process, the ARENA supported Chargefox project (\$6 million of ARENA funding for 21 charging stations) reached financial close. As part of its ARENA application process Fast Cities undertook an exercise to identify and relocate any proposed sites that were duplicated between its original proposal and the Chargefox project. The revised proposal places emphasis on providing coverage around the outer metro rings of major capital cities ('donut strategy') to make access to a BEV charger more available for vehicles with shorter ranges as well as commercial fleets. Fast Cities estimates that with both the Chargefox network and the revised Fast Cities network, the spacing between ultrafast chargers along major highways is between 75-100km. The two networks are considered to complement each other with the proposed charger spacing of both networks designed to align with Australian geography, population areas and highways. A comparison of the Project and the Chargefox project has been included in the Pipeline Projects & Portfolio fit section below. An illustrative deployment map comparing the two networks at a city level is presented at **Attachment A**.

The original Project proposal assumed 36 sites with two-headed chargers with the network configuration to expand to six heads per site. Under the revised proposal, the number of expandable sites has been reduced to 24, keeping low traffic sites as two head chargers only. This streamlines the network augmentation and electrical install costs. The table below summarises the key changes to the network configuration.

Each site will have the capacity to charge two cars simultaneously during Phase 1 of the Project. The network design is intended to address range anxiety which is currently viewed to be a key barrier to BEV uptake. The ability to expand most of the sites to 6 charging heads will allow Fast Cities to increase charger availability as demand increases in the future. Fast Cities considers that there will be no material impact on charging time when the 6 charging heads are fully utilised.

*Table 1: Summary of the changes to network configuration of the revised proposal*

Charging station configuration	Original proposal	Revised proposal
2 head sites, expandable to 6 heads	36	24
Sites with 2 heads only	6	18
<b>Total # of Stations</b>	<b>42</b>	<b>42</b>

Fast Cities considers that Phase 1 of the national charging network represents the minimum size network required to effectively catalyse the uptake of BEVs in Australia for the following reasons:

- installing fewer than 42 ultrafast charging sites would not allow the donut strategy to be employed and would increase the distances between charging stations to exceed the range of currently available economy or family BEVs. This would limit the network to major capital city routes and disadvantage regional Australia; and
- installing lower power chargers less than 350kW will extend charging and travel times which would negatively impact the conversion of commercial fleets in particular.

**Outcome** The aim of the Project is to catalyse the supply and adoption of BEVs by building an ultrafast highway charging network in key areas of Australia. An accessible, ultrafast charging network will reduce driver range anxiety which is a significant barrier to broad BEV adoption. Greater BEV uptake would make a significant contribution to decarbonising the transport sector. The Project would also contribute to other benefits such as promoting local high-tech manufacturing (such as Tritium), and develop BEV ultrafast charging networks as a sustainable infrastructure asset class that can attract commercial investment. Together with the Chargefox project, the combined ultrafast charging network establishes a national network to provide stimulus to the EV market.

**Outputs** The Project will result in the development of a national BEV charging network comprised of at least 42 350kW charging stations along key highways from Adelaide to Cairns and in South Western Australia and Tasmania. Each station will incorporate 2 charging heads, with 24 of the proposed 42 sites capable of expansion up to 6 charging heads in the future. Fast Cities is purposefully building its 350kW network ahead of demand to prepare for the next wave of BEV model releases by Original Equipment Manufacturers (OEMs), noting that very limited number of BEV models currently available on the market are able to utilise the full capacity of the 350kW ultrafast charging. All the charging stations will be powered with renewable energy either off site via Power Purchase Agreements (PPA) or with onsite solar PV.



Australia’s BEV uptake has been relatively slow to compared with to global trends, with plug-in BEVs making up just 0.2% of all new cars sold. This compares to BEV sales as 29% of new car sales in Norway, and 3% in California.

Globally, the number of BEVs sold each year is growing rapidly and passenger BEV sales reached over 1 million units in 2017, a 57% increase on 2016. These numbers represent a global average of 1.7% of all new car sales.

The reasons for the low uptake in Australia include:

- **High purchase cost:** Generally BEVs have a purchase price premium over and above conventional vehicles (exacerbated by limited incentives which are a feature in other more mature BEV markets such as the Netherlands, USA and Norway).
- **Limited model availability:** International evidence suggests a strong correlation between the number of vehicle models available and BEV sales. In Australia there is a low level of model availability and the available models are predominantly premium, prestige models such as BMW and Tesla which further exacerbates the pricing issue.
- **Range anxiety:** A lack of widespread charging and ultrafast charging infrastructure contributes to consumer range anxiety concerns.

According to the Energeia research commissioned by ARENA and Clean Energy Finance Corporation, getting the right combination of policy incentives, model availability and charging infrastructure is key to developing Australia’s BEV industry. The report found that while financial incentives play the greatest role in driving BEV uptake, charging infrastructure is considered to play an important role in promoting BEV uptake. Highway charging infrastructure in particular will be important for long distance travel where BEV motorists will rely entirely on open access charging infrastructure.

The Energeia research estimates that around 500 fast charging sites will be needed by 2020 around the country and more than 1,000 would be required by 2040.

BEVs are expected to reach price parity with traditional internal combustion engine vehicles in the early 2020s, which is forecast to have a positive impact on BEV uptake and the demand for charging infrastructure. However, the report highlights that the lack of a nationwide ultrafast charging network poses a risk to the forecast uptake scenarios. International experience indicates that Government support of charging infrastructure is positively correlated with high BEV uptake.

Charging infrastructure

There have been a number of announcements related to publicly available fast charging infrastructure in Australia. The table below summarises the other publicly available charging infrastructure networks (current and announced), this excludes ultrafast chargers such as Chargefox.

*Table 2: Australian public charging networks (excluding ultrafast chargers)*

Network	Footprint	Charging
---------	-----------	----------

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Tesla (for Tesla vehicles only)	<ul style="list-style-type: none"> <li>● Bris/Syd/ Melb/Adel</li> <li>● 20 sites, mostly along major routes but off-highway</li> </ul>	<ul style="list-style-type: none"> <li>● Up to 120kW</li> <li>● 30 minutes to charge a mid range BEV</li> <li>● Only Tesla vehicles</li> <li>● 30c/kWh (at cost) with 400kWh free charging per customer</li> </ul>
NRMA	<ul style="list-style-type: none"> <li>● NSW wide</li> <li>● 40 sites, off-highway</li> </ul>	<ul style="list-style-type: none"> <li>● 50kW</li> <li>● Can take approximately 1 hour to charge a mid range BEV</li> <li>● Open Network</li> <li>● Free initially but likely paid in future years</li> </ul>
RAC	<ul style="list-style-type: none"> <li>● WA</li> <li>● 12 sites, off-highway</li> </ul>	<ul style="list-style-type: none"> <li>● 50kW</li> <li>● Can take approximately 1 hour to charge a mid range BEV</li> <li>● Open Network</li> <li>● 60-70c/kWh</li> </ul>
Queensland Electric Super highway	<ul style="list-style-type: none"> <li>● Queensland - Gold Coast to Cairns, including Toowoomba</li> <li>● 18 sites, mostly along major routes but off-highway</li> </ul>	<ul style="list-style-type: none"> <li>● 50kW</li> <li>● Can take approximately 1 hour to charge a mid range BEV</li> <li>● Open Network</li> <li>● Currently free</li> </ul>

Fast Cities considers existing or recently announced BEV fast charging networks networks to be:

- slow to charge relative to refueling traditional internal combustion engine vehicles;
- not accessible by all BEVs (Tesla has approximately 20 chargers which can only be used for its vehicles);
- located far from main highways and are designed for regional use rather than long distance travel; and
- difficult to use nationwide due to the multiple different connector types, billing systems and closed standards.

The ARENA BEV strategy outlines the objectives of ARENA funded BEV charging projects. ARENA supports public Direct Current (**DC**) ultrafast charging in order to:

- alleviate the range anxiety barrier for the a large proportion of the population;
- provide a signal to OEMs to introduce more models to Australia;
- trial and demonstrate a range of technical solutions and business models to give an indication of what may be the most appropriate for Australia;
- kick-start the public ultrafast charge market to enable future, unsupported expansion and enhancement of charge infrastructure; and
- demonstrate the role of renewable energy in BEV charge infrastructure.

To achieve these objectives, ARENA considers that sufficient deployment of public ultrafast chargers for the short to medium term would be an initial network of 40-60 chargers spread across major population centres with linkages between such centres.

The Project is consistent with the above principles. It aims to deliver a coherent national charging network that:

- is designed specifically for intercity travel, addressing the range anxiety which is a major barrier to BEV uptake;

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- uses 350kW charges for rapid charging and ‘future proofs’ the network for the next generation of BEVs;
- is an open access network for use by all drivers and OEMs using open standards to allow members of other networks to connect;
- is powered by renewable energy purchased from ERM Power; and
- if funded, would bring the total number of charging sites funded by ARENA to 63 which will be complementary to the Chargefox network and help establish the backbone of an Australian BEV ultrafast charging network.

**Priority Area**

The Project aligns with the ARENA investment priority of Improving Energy Productivity, specifically in the transport sector, including electrification and fuel switching. By building a minimum viable backbone charging network, the Project aims to remove an impediment to consumer and commercial uptake of BEVs by reducing range anxiety and providing OEMs with the confidence to invest in electric vehicle roll outs in Australia.

The increase in BEV take-up is also expected to have complementary technology development benefits in fields such as battery technology, battery recycling, demand response and load control. The Project is considered innovative as ultrafast chargers capable of 350 kW charging is relatively new technology and is yet to be integrated into a transportation network or electrical grid of a geographic scale similar to Australia's.

**Pipeline Projects & Portfolio fit**

The ARENA Board has approved grant requests for two other BEV ultrafast charging network applications:

- Chargefox requested ARENA funding of \$6.0 million for 21 new charging sites connecting Brisbane, Sydney, Canberra, Melbourne and Adelaide and also sites north and south of Perth. Chargers will be capable of power output of at least 150kW and up to 350kW. The project reached financial close in October 2018 and has been expanded to 22 sites with an additional \$3 million in funding from the Victorian Government.

- s47(1)(b)

[Redacted text block]

taking into account the Chargefox and Fast Cities projects. This would be subject to a further Board approval.

Key metrics are presented in the table below comparing the three BEV charging projects that have requested ARENA funding.

*Table 3: Comparative analysis*

Benchmarking	Fast Cities	ChargeFox	ChargeLink
<b>Project metrics:</b>			
Site count	42	21	17

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Geographic region	Adelaide to Cairns; South-West WA; Tasmania	Adelaide to Brisbane; Perth	s47(1)(b)
Charging Station capacity / time to charge 300km	350kW / 10min	2x 150-175kW /	s47(1)(b)
# cars charged per hour / site (assume full utilisation)	6-10		s47(1)(b)
Average Distance between Sites	150km	200km	s47(1)(b)
Project Cost / site	\$50.2m / 42 = \$1,195k	\$15m / 21 = \$714k	s47(1)(b) / 17 = s47(1)(b)
Project Cost / kW capacity	\$50.2m / 14,700kW = \$3.4k	\$15m / 6,400kW = \$2.3k	s47(1)(b) 2,125kW = s47(1)(b)
<b>Grant metrics:</b>			
ARENA grant request (% of Project Cost)	30%	40%	s47(1)(b)
ARENA grant / site	\$15m / 42 = \$357k	\$6m / 21 = \$286k	s47(1)(b) / 17 = s47(1)(b)
ARENA grant / kW capacity	\$15m / 14,700kW = \$1.0k	\$6m / 6,400kW = \$0.9k	s47(1)(b)
<b>Status:</b>	<b>Pending ARENA board approval</b>	<b>Achieved financial close</b>	s47(1)(b)

The Project and the Chargefox project are considered to be broadly complementary (with reference to the revised distribution map) in terms of technology being proposed and network distribution proposed.

On a benchmarking per site basis, the Project is comparatively more expensive than the Chargefox project. This is largely due to the higher charging capacity of the Project to enable faster charge times as well as the incremental network augmentation required to support future expansion of the sites and the larger network footprint.

Further detailed benchmarking is provided in Section 5.

Fast Cities was established in 2017 specifically to build national infrastructure for ultrafast BEV charging. It is currently wholly owned by St Baker Energy Managers Pty Ltd as the trustee for the St BEIF. The St BEIF currently has more than \$200 million in



funds under its management across innovative early stage companies in the clean energy sector.

Fast Cities has established a management team with experience across telecommunications deployment, corporate development, clean energy investment, BEVs and electrical design. The team has particular expertise in relation to network deployment planning, which is evident in the detailed approach to planning and site acquisition. The strategic approach to network planning led Fast Cities to revise key site locations, reducing duplication to improve the overall national ultrafast charging network following the Chargefox project announcement.

Fast Cities has developed a range of Project participants and suppliers to assist with the delivery of the Project:

- Tritium Pty Ltd: The 350kW charges will be supplied by Tritium who is a leader in ultrafast charger supply and exports to the USA, Europe and Asia from its Brisbane manufacturing facility. Tritium is also a St BEIF portfolio company.
- MetaSites Pty Ltd has been engaged as an expert site acquisition, environment and design consultant for the duration of the Project following a competitive tender process.
- Service Stream Limited, an ASX300 listed specialist in the design and build of distributed infrastructure, has been engaged for installation services.

	<b>Name</b>	<b>Role</b>
<b>Applicant</b>	Fast Cities	Applicant
<b>Partners and financiers</b>	Tritium	Technology Provider
	ERM Power	Electricity Retailer/Provider
	MetaSites	Site acquisition, Environmental and Design (SAED) Consultant
	Service Stream	Installation and deployment contractor

Activity design methodology, risk and compliance Section 4

**Key Project Challenges / Innovation**

**Site selection and deployment**

The Project involves deploying ultrafast chargers across 42 sites. Fast Cities has adopted a detailed approach to site selection and network deployment, recognising that securing prime charging sites will be important to its longer term competitive position. Fast Cities has adopted a site selection approach commonly used in the telecommunications sector for cell tower installation. This approach includes a regional assessment that is then narrowed down to localised site option and overlaid with grid connectivity options.

s47(1)(b)  
 [Redacted text block]

**Revenue model and business plan**

Revenue models for BEV charging networks are currently uncertain. Revenue is expected to comprises s47(1)(b), pay per use charges (\$/kW) and

subscription revenues. Fast Cities is cautious of entering into subscription agreements at this early stage which could limit its ability to maximise revenue in the future. It is therefore assuming a predominantly pay per use charging model and will consider subscription arrangements with OEMs in the future.

Fast Cities has developed a dynamic revenue model to support the Project business case. It references the BEV charging experience in European markets where consumers pay 3-5 times what they would pay at home on a per kW basis. On this basis the cost per kilometre travelled is expected to be broadly consistent with fuel costs for an internal combustion engine vehicles.

**Energy cost**

BEV ultrafast charging involves small energy volumes being delivered at high power where the timing of demand tends to be unpredictable with limited ability to load shift. As a result, charging providers are unlikely to have the bargaining power to adopt sophisticated price risk strategies until demand from BEV owners increases and patterns emerge. Fast Cities intends to address this risk through its relationship with related company ERM Power Ltd. All sites will be powered with renewable energy, primarily through PPA arrangements with ERM or onsite PV where possible.

**Competitive position**

Fast Cities is aiming to differentiate from other BEV charging deployments (both networks and individual sites) by implementing 350kW ultrafast chargers compared to lower powered, slower chargers. A benchmarking exercise was undertaken by ARENA to compare the three ultrafast charging projects that have requested funding from ARENA, noting that these three projects are all faster than the public charging networks by Tesla, NRMA, RAC and Queensland Electric Super.

**Key Risks Summary**

The table below summarises key Project risks.

*Table 4: Summary of key risks*

Risk	Description	Mitigators
Demand risk	The Project will build the BEV charging infrastructure in advance of the demand for BEVs which is expected to lag until early to mid 2020s. Some of the sites will have limited customers for an unknown period. There is a risk that Fast Cities will not be financially viable if the uptake of BEVs is lower or slower than expected.	<p>Market BEV forecasts have indicated that a substantial shift to BEVs will take place in the near future, with similar transitions currently being observed in Europe.</p> <p>The ARENA BEV Strategy cites a number of market observations that indicate future stimulus to BEV uptake:</p> <ul style="list-style-type: none"> <li>● OEMs are expected to bring new mass market models in the next 6-12 months</li> <li>● Establishment of public charging networks</li> <li>● State government action is increasing with BEV plans being developed or implemented</li> <li>● Significant pent up demand for BEVs has been confirmed in both government and non-government fleets.</li> </ul>

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<p>Related party / Governance risk</p>	<p>Given there are common shareholders across major Fast Cities partners such as Tritium and ERM Power (both St BEIF related party companies) which may benefit from full market sale rates from the supply of equipment and power to the Project, there is a risk that value from ARENA funding can leak through to these companies.</p>	<p>Fast Cities has drafted a master supply agreement (MSA) for all suppliers. ARENA understands that key provisions within this MSA include:</p> <ul style="list-style-type: none"> <li>• Most favoured customer pricing throughout the duration of the Project term</li> <li>• Full component price transparency to drive improvements in supply cost as tech improvements are realised</li> <li>• a price benchmarking regime to ensure value for money is maintained throughout the Project term.</li> </ul> <p>ARENA will require the final MSA to be on terms satisfactory to ARENA as a condition precedent under the ARENA Funding Agreement.</p>
<p>ARENA BEV strategy</p>	<p>As ARENA has received multiple proposals to support BEV charging networks, there is a risk that any funding from ARENA can be perceived as commercially benefitting one applicant over another.</p>	<p>All proposals are independently assessed against the outcomes of the Advancing Renewables Programme (<b>ARP</b>) guidelines and the BEV strategy. Information barriers have been established between project teams during the proposal stages to ensure independence.</p>
<p>Reputation risk</p>	<p>There is potential reputation risk associated in ARENA supporting a project with an entity associated Trevor St Baker as a major shareholder. Trevor St Baker is a notable coal power advocate who is frequently active in the media and retains a majority interest in Delta Power Station.</p>	<p>ARENA has ensured that it has followed the funding decision process consistent with the ARP Guidelines.</p> <p>Corporate affairs will also be consulted with in advance to develop an appropriate media strategy.</p>
<p>Technical delivery / completion risk</p>	<p>The scale of the network deployment for Project (and for Phase 2) is significant. There are technical challenges such as network augmentation associated with a project of this scale that could lead to cost overruns or delays.</p>	<p>Fast Cities intends to mitigate these risks through contracting with its site acquisition, environment and design consultant to coordinate the network deployment aspects of the Project. Through the Funding Agreement, ARENA will need to ensure that all contractors to the project are appropriately qualified. Site augmentation costs have been included in the forecast capital costs of the Project. Project costs have also been benchmarked relative to other ultrafast charging infrastructure projects to ensure that the budget is appropriate for the delivery of the Project and identify key differentiators to the Chargefox project in terms of network infrastructure requirements and site</p>

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		deployment characteristics. Any cost overruns are expected to be borne by St BEIF. ARENA will include a cost to complete test as part of funding agreement milestones. ARENA funding will also be returned if fewer than 20 sites are successfully commissioned.
Regulatory risk	<p>There is uncertainty regarding the potential influence of state planning legislation and local government regulation on BEVs.</p> <p>There may also be future regulation regarding locating BEV charging equipment in proximity of petrol storage and distribution.</p>	The Senate inquiry for the use and manufacturing of electric vehicles is due to report on 4 December 2018. ARENA will ask Fast Cities to reflect on the potential impact of of this report when it is available.
Further investment	The completion of the national ultrafast charging network is dependent on raising a further \$50 million in debt and/or equity funding to support Phase 2. Ultrafast BEV charging network is an untested asset class and it may be difficult to attract other investors to support Phase 2.	Further investment will be dependent on the successful roll out of Phase 1 and BEV uptake. ARENA will agree a reinvestment plan with Fast Cities as a condition of the proposed Funding Agreement.
Social	The Project will be located in highway locations between capital cities and may affect local communities who may experience increased local traffic and activity (as people wait for charging to complete) and may also be impacted by the construction and augmentation works.	<p>Charging infrastructure is proposed to be attached to existing service stations and given the inherent remoteness of being located on a highway is likely to have minimal social impacts on the community.</p> <p>Construction and commissioning phase is also anticipated to be short, approx 2 months for each site.</p>
Environmental	There is a risk of damage to fauna and flora associated with civil and augmentation works carried out at the site locations.	Charging infrastructure is proposed to be attached to existing service stations with no incremental environmental impact. Fast Cities will be required to adhere to all necessary planning approvals required for deployment.
Work, Health and Safety (WHS)	The Project involves a significant construction program with a range of subcontractors.	Fast Cities has developed a WHS risk management plan. Fast Cities will be required to adhere to all WHS requirements as part of network deployment and operations.

Financial viability and co-funding commitment

Section 5

**Summary**

Fast Cities has requested up to \$15.0 million (excluding GST) of ARENA funding in the form of a recoupable grant out of an estimated Project cost of \$50.2 million. This represents 30% of the total Project cost. Fast Cities is procuring tax advice regarding the treatment of an ARENA grant.



St BEIF has committed to underwrite the Project costs not funded by ARENA and contribute \$34.9 million the Project. The St BEIF Board has approved \$25 million in equity funding for the Project and will underwrite further Project costs of \$9.9 million. The only condition on St BEIF funding is reaching an agreement between Fast Cities and ARENA.

### Sources and uses of funds

The proposed sources and uses of funds for the Project are presented below.

*Table 5: Sources and uses of funds*

Sources of funds	\$m	Uses of funds	\$m
St Baker Energy Innovation Fund equity	34.9	Network deployment capital costs	39.8
ARENA grant funding	15.0	Salaries	8.7
Project cash flow	0.3	Other opex	1.7
<b>Total sources</b>	<b>50.2</b>	<b>Total uses</b>	<b>50.2</b>

Phase 2 is expected to be funded by a further debt/equity capital raising process to occur once the phase 1 network is complete and there is increased demand as a result of BEV uptake. St BEIF will review its position with regards to investment in Phase 2 following the deployment of Phase 1.

Fast Cities has prepared a financial model for the Project. Future returns are highly dependent on the future uptake of BEVs and the resulting utilisation of the Fast Cities network.

The Project represents value for money to ARENA as:

- it will deliver a national network covering 42 sites across most states and territories, providing charging access to a broad population base, including regional BEV users.
- the average distance between sites is 150km, and even lower on key highways such as the Hume and Pacific highway where distances between charging sites is estimated to be between 75-100km (taking into account both Chargefox and Fast Cities proposed sites). This spacing should address range anxiety for all EV models including economy BEV owners.
- The 350kW charging capacity enables faster charge times (10-15 mins) than other ultrafast charging networks, which is a key consideration for commercial fleet conversions to BEVs.
- 6-head charging capacity of 24 out of the 42 sites should reduce the perceived risk of lack of charger availability as demand for BEV charging increases.
- The funding request for the Project equates to approximately \$350,000 per site. This is within the range of costs ARENA has supported on other BEV fast charging projects (grant per site was \$410,000 for ChargeLink and \$290,000 for Chargefox). The grant size per site is 25% greater than the Chargefox project, primarily due to higher electrical works costs required for network augmentation at the 24 sites expandable to 6 heads. In addition, given the importance of site location, Fast Cities has budgeted for site acquisition, environment and design costs in order to identify and secure sites. For both the Project and the Chargefox project, the total deployment cost (and in effect cost per site) is based on estimates by each organisation.
- Fast Cities expects to obtain significant knowledge regarding electrical standards, grid connections, demand management and renewable energy

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integration for high power devices. Fast Cities intends to share these learnings as part of its commitment to ARENA to facilitate reform of network connections process and network charges which are a priority for the BEV industry.

Benchmarking considerations

§47(1)(b)

Due to the higher charging capacity of the Tritium chargers, the Project has budgeted comparatively higher costs for the network connection and electrical works at each site.

Table 6: Comparison of average site capital cost breakdown

	Fast Cities	ChargeFox	ChargeLink
Charger specification	1 x 350kW	2x150kW	1 x 125kW
<b>Cost in \$000's</b>			
Electrical works (incl. transformer & meter)	§47(1)(b)		
Charger	§47(1)(b)		
Construction & site works	§47(1)(b)		
Batteries	§47(1)(b)		
Other - Site acquisition / legal / project management	§47(1)(b)		
<b>Total</b>	<b>957</b>	§47(1)(b)	

Recoupment mechanism

Fast Cities has proposed a recoupment mechanism based on the following principles:

- During the period in which ARENA is invested in the Project, cash available for distribution would be reinvested in further expansion of the network.
- Any cash available for distribution that is not reinvested would be applied to recoup the grant on a pro-rata basis with equity.
- Once the equity IRR to St BEIF reaches 15%, recoupment of the ARENA grant would be prioritised.

During the funding agreement negotiation process, ARENA will negotiate and define the terms of recoupment.

As part of its commitment to the Project, St BEIF has offered a minimum site guarantee to ARENA. It is proposed that ARENA funding will be repaid in full in the event that fewer than 20 sites are deployed by Fast Cities.

**Commercialisation considerations**

The premise for ARENA’s support for the Project is, in part, to provide further confidence to prospective BEV users and OEMs. The Fast Cities business model anticipates 2-3 national ultrafast charging networks over the medium to long term where the pay-per-use model is more prevalent than subscription revenue models.

Fast Cities considers that ultrafast charging is a capital intensive asset ownership business, rather than a software, service, or data business. To be successful as an asset management business, Fast Cities intends to focus on acquiring prime sites for its ultrafast chargers and manage the portfolio of sites to maximise value.

This focus on strategic network deployment, combined with an asset management strategy is intended to put Fast Cities in a strong negotiating position when others start to enter the BEV charging market in the medium to long term such as fuel retailers, energy retailers or site hosts.

Successful commercialisation of ultrafast BEV charging networks will be positively correlated with BEV uptake. ARENA support of ultrafast charging networks would provide a positive signal to vehicle manufacturers, importers and fleet owners, and should stimulate additional investment needed to achieve the greater BEV uptake.

**Financing mechanism and fit for the Innovation Fund**

<b>Innovation Fund Commercial Risk/Return</b>	<b>Potential for recoupment</b>	<b>Potential for Risk Sharing</b>	<b>Potential to convert to equity</b>
Recoupment is not expected to occur until FY26 onwards. This timing profile is not likely to be suitable for CEIF investment.	Financing mechanism proposed is a recoupable grant. ARENA is working with Fast Cities to consider performance or profitability targets that could trigger recoupment of the ARENA grant.	ARENA will seek to share risks on BEV market risk, energy cost risk in order to recoup from any windfall gains to the Project.	Nil

<b>Summary</b>	<p>The Project intends to develop knowledge in relation to its network deployment activities including electrical standards, grid connections, demand management and renewable integration for high power devices. Once the ultrafast chargers become operational, Fast Cities will be asked to share data in relation to the uptake of BEVs and charging behaviour of its customers.</p> <p>The Project will share lessons learned around deployment issues such as site design, and power availability, local planning requirements across States and utilities throughout its network. It also intends to develop a report summarising its network deployment experience including the State government planning and legislation impacts on development consents and power connection processes across different DNSP. It will also report on tariff arrangements and its finding on optimum pricing arrangements between fixed and demand charges.</p> <p>Fast Cities has developed a knowledge sharing plan that sets out how the lessons learned from the deployment of the ultrafast BEV charging network will be shared with interested parties such as state governments and the BEV industry. Fast Cities will use the University of Queensland Dow Centre as its knowledge sharing agent to implement and operate the knowledge sharing process.</p> <p>Of particular value is the proposal to share information at up to three ARENA workshops per year related to DNSP and planning authorities' requirements, economic influence of fixed and demand charges in the operation of a charging network, driver utilisation, solar charging, and related issues. These industry focused workshops should be beneficial for the industry development.</p>
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<b>Due Diligence</b>	No specific external due diligence has been undertaken, however the Energeia report has been relied on as part of the Project assessment. In addition, an internal benchmarking exercise was conducted to compare BEV funding proposals submitted to ARENA.
<b>Date of Latest AAP Meeting</b>	On 5 September 2018 the AAP assessed the final ARENA application for the Project and recommended that supplementary information be provided by the Applicant prior to finalising the assessment of the Project. Following receipt of further information from Fast Cities on 21 September 2018, a subsequent out of session panel meeting was held on 3 October 2018.
<b>Summary</b>	<p>The Panel considered the Full Application for the Project to be of high merit and recommended that the Project application be presentation to the ARENA Board for funding consideration. The recommendation was subject to consideration of the following:</p> <ul style="list-style-type: none"> <li>● supporting detail on the economics of the Project including the capital and operating cost assumptions for each deployment;</li> <li>● supporting detail on the related party cost arrangements;</li> <li>● detail on the deployment strategy including potential impact of competitor offerings and substantiation of minimal viable deployments options;</li> <li>● the commercial arrangements for the Project including the quantum of the ARENA grant request and the development of an appropriate recoupment mechanism; and</li> <li>● the implications for the Project if other BEV ultrafast charging proposals current in the ARENA process reach financial close.</li> </ul>



**Pre-screen**      The Project was presented to the ARENA board as a pre-screen on 1 November 2018.

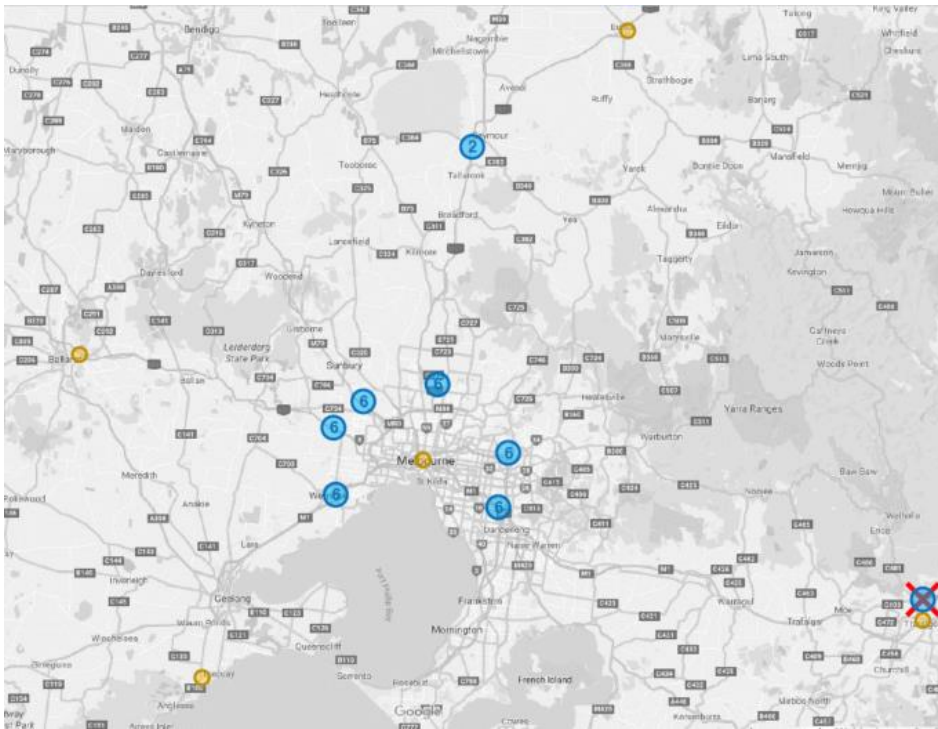
Attachments

**Attachment A**      Illustrative deployment map

**Available on  
Govdex**      Merit Assessment Report

**Contact:** Ian Kay, Chief Financial Officer, s22 [REDACTED], [ian.kay@arena.gov.au](mailto:ian.kay@arena.gov.au)

Illustrative deployment map



MELBOURNE

Legend:

- Fast Cities 350kW sites
- Chargefox sites
- Duplicate site removed



s22

@arena.gov.au&gt;

## Re: Fast Cities board minutes

1 message

ARENA Secretariat <arena.secretariat@arena.gov.au>

2 May 2019 at 11:09

To: s22 @arena.gov.au>

Cc: s22 @arena.gov.au>, s22 @arena.gov.au>

Hi s22 - Fast Cities minutes are copied in below for you - thanks, s22

### Agenda Item 8 – Fast Cities Ultrafast EV Network Funding Proposal

Representatives from Fast Cities Australia Pty Ltd and the St Baker Energy Innovation Fund (St BEIF) presented on a project to develop a national ultrafast electric vehicle (EV) charging network to support the uptake of EVs in Australia. The representatives advised that an ARENA grant is sought to support the first phase of the development of an intercity highway charging network with 42 x 350 kW ultrafast charge stations covering a 'National Land Transport Network' and additional highways serving possible popular EV destinations.

The Board **noted** it had considered a prescreen on this proposal at its 1 November 2018 meeting and supported it proceeding.

The Board asked questions of the Fast Cities and St BEIF representatives regarding the project's ability to increase the penetration of renewables. The representatives advised that all charging stations will be powered with renewable energy either off site via Power Purchase Agreements (PPA) or with onsite solar PV, with work underway with the University of Queensland on battery technology development. Further, if land can be acquired, the use of solar will then also be explored.

The Board asked whether there were plans to introduce additional charging sites including on highways, such beyond the proposed three in Western Australia. The representatives advised that expansion including highways will be considered as part of Phase 2 of the project, where it makes sense commercially to do so. Further investment will be dependent on the successful roll out of Phase 1 and Battery Electric Vehicle (BEV) uptake.

Following the departure of the Fast Cities representatives the Board discussed the funding requested by Fast Cities being \$15 million rather than the \$25 million indicated in the prescreen.

The Board discussed further the powering of charging stations with renewable energy and the risk the project will not have the bargaining power to adopt sophisticated price risk strategies. Management advised that it is intended to address this risk through Fast Cities' relationship with related company ERM Power Ltd. As demand from BEV owners increases and patterns emerge, the timing of demand trends should be more predictable with an increased ability to load shift.

The Board **approved** ARENA offering up to \$15 million (excluding GST) of ARENA funding to Fast Cities Australia Pty Ltd (Fast Cities) subject to the conditions as presented in the paper, with the following amendments to those conditions:

- removal of the condition relating to a termination right;
- the inclusion of a condition that evidence be provided to ARENA's satisfaction that all charging stations, including any additional charging stations beyond the initial 42, will be powered with renewable energy either off site via PPAs or with onsite solar PV; and
- the project reaching financial close by 30 April 2019.

The Board **delegated** authority to the CEO to negotiate and execute all documents necessary to undertake the Project in a form and substance satisfactory to ARENA.

#### Resolution

R18.058: The Board resolved to:

1. **approve** ARENA offering up to \$15 million (excluding GST) of ARENA funding to Fast Cities Australia Pty Ltd (Fast Cities) subject to:
  - a. finalisation of all Project documents, including the agreements with Tritium Pty Ltd, ERM Power Ltd, and other commercial counterparties on terms acceptable to ARENA;
  - b. evidence to ARENA's satisfaction of an irrevocable commitment of \$34.9 million cash contribution from the St Baker Energy Innovation Fund;
  - c. evidence to ARENA's satisfaction that all charging stations, including any additional charging stations beyond the initial 42, will be powered with renewable energy either off site via Power Purchase Agreements or with onsite solar PV;
  - d. the project reaching financial close by 30 April 2019;
  - e. implementation of an ARENA funding recoupment mechanism on terms satisfactory to ARENA; and
  - f. the Applicant agreeing to a knowledge sharing plan on terms acceptable to ARENA.
2. **delegate** authority to the Chief Executive Officer to negotiate and execute all documents necessary to undertake the Project in a form and substance satisfactory to ARENA.