

## DEED OF ASSIGNMENT AND NOVATION - SOLARPAY AGREEMENT

### This deed

is made on \_\_\_\_\_ (date)  
by \_\_\_\_\_ (name)  
of \_\_\_\_\_ (address)  
**(Existing Owner)**  
and \_\_\_\_\_ (name)  
\_\_\_\_\_ (address)  
\_\_\_\_\_ (phone) \_\_\_\_\_ (email)

### **(New Owner)**

and Stoddart Energy Systems Pty Ltd ACN 613 897 028 of 37 Gravel Pit Road, Darra,  
Queensland, 4076 (**Stoddart**)  
in relation to: The SolarPay Agreement between the Existing Owner and Stoddart, a copy of which  
is annexed to this deed (**Principal Agreement**)

### Execution

*For a company, two directors, or a director and secretary, must sign (or the sole director/secretary in the case of a sole director/secretary company). For an individual, the individual must sign. If there is more than one individual, each individual must sign. Additional signing clauses may need to be added.*

The persons signing below warrant that they have the proper authority to bind the party they represent.

### Executed as a deed by the Existing Owner (as defined above):

Signature	Signature
Name (print)	Name (print)
Date	Date

### Executed as a deed by the New Owner (as defined above):

Signature	Signature
Name (print)	Name (print)
Position (director if a company)	Position/Capacity (director or secretary if a company)
Date	Date

### Executed as a deed for an on behalf of **Stoddart** (as defined above) by its authorised representative:

Signature \_\_\_\_\_  
Name (print) \_\_\_\_\_  
Position (director if a company) \_\_\_\_\_  
Date \_\_\_\_\_

**Now it is covenanted and agreed** as follows:

## **1 Assignment and Novation**

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### **1.1 Assignment and Novation**

With effect on and from the Effective Date the:

- (a) Existing Owner assigns all its right, title and interest in the Principal Agreement to the New Owner; and
- (b) parties novate the Principal Agreement so that the New Owner is substituted for the Existing Owner.

### **1.2 New Owner's rights and obligations**

On and from the Effective Date, the New Owner:

- (a) is entitled to all of the rights, title and interest of the Existing Owner under the Principal Agreement which arise on or after the Effective Date;
- (b) must perform the obligations of the Existing Owner under the Principal Agreement in favour of Stoddart which arise or relate to events occurring on or after the Effective Date; and
- (c) is bound by the Principal Agreement as if it was an original party to the Principal Agreement in place of the Existing Owner.

### **1.3 Stoddart's obligations**

On and from the Effective Date, Stoddart:

- (a) must perform its obligations under the Principal Agreement in favour of the New Owner which arise or relate to events occurring on or after the Effective Date; and
- (b) continues to be bound by its obligations under the Principal Agreement as if the New Owner had been originally named in the Principal Agreement instead of the Existing Owner.

### **1.4 References in the Principal Agreement**

With effect on and from the Effective Date, each reference in the Principal Agreement to the Existing Owner must be read as a reference to the New Owner.

### **1.5 Release by Stoddart and Existing Owner**

On and from the Effective Date, Stoddart and the Existing Owner:

- (a) have no further rights against each other under the Principal Agreement, other than rights that arise or relate to events occurring before the Effective Date; and
- (b) release each other from all Claims and Liabilities under the Principal Agreement, other than Claims and Liabilities that arise or relate to events occurring before the Effective Date.

### **1.6 Liability**

The New Owner is not liable to Stoddart in respect of any Claim or Liability which Stoddart pays, suffers, incurs or is liable for in respect of the Principal Agreement, which occurred, or which arises out of or is caused by any act or omission which occurred, before the Effective Date.

### **1.7 Acknowledgement**

The New Owner and Stoddart acknowledge that the Principal Agreement continues in full force in accordance with its terms as assigned and novated by this deed.

## **2 Stoddart acknowledgements**

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Stoddart consents to the assignment and novation of the Principal Agreement from the Existing Owner to the New Owner.

## **3 Representations and warranties**

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### **3.1 Representations and warranties of the Existing Owner**

The Existing Owner represents and warrants to the New Owner that:

- (a) no event of default or potential event of default (however defined) has occurred with respect to the Principal Agreement; and
- (b) it has not assigned or agreed to assign to any person (other than the New Owner) all or any of its right, title and interest in or to the Principal Agreement.

### **3.2 Representations and warranties of all parties**

Each party represents and warrants to the others that:

- (a) this deed constitutes valid and legally binding obligations on its part, enforceable against it in accordance with its terms; and
- (b) all necessary consents and authorisations for the execution, delivery and performance of this deed have been obtained.

## **4 General**

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### **4.1 Binding**

This deed is binding on each party, as well as their executors, administrators, successors, next of kin and other legal and personal representatives.

### **4.2 Miscellaneous**

- (a) This deed may only be varied, modified or amended by another document in writing executed by the parties.
- (b) A waiver by Stoddart of a provision of this deed must be in writing and signed by Stoddart.
- (c) Each party must, and must ensure that its representatives, sign, execute and deliver all deeds, documents and instruments required and act reasonably to carry out and give full effect to this deed.
- (d) None of these terms will merge in or upon the execution of this deed or any other document or any other act, matter or thing and will continue to remain in full force and effect for so long as is necessary to give effect to this deed.

- (e) Any term of this deed which is wholly or partially void or unenforceable may be severed to the extent it is void or unenforceable, in which case the validity or enforceability of the remainder of the deed is not affected.
- (f) This deed contains the entire understanding between the parties as to the subject matter of this deed and prevails over any prior or contemporaneous understandings or communications.
- (g) This deed may be executed in counterparts, which when taken together are one instrument.
- (h) This deed is governed by the laws of Queensland and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the Courts of Queensland and the courts of appeal from them.
- (i) The parties give their consent pursuant to the Electronic Transactions (Queensland) Act 2001 (Qld) for the purposes of entering into this deed and all other matters pertaining to it. The parties agree that the electronic signature of a party to this deed shall be as valid as an original signature of such party and shall be effective to bind such party to this deed.

## 5 Definitions

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In this deed:

**Claim** includes a claim, notice, demand, action, proceeding, litigation, investigation, judgment, damage, loss, cost, expense or liability however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort or statute and whether involving a third party or a party to this deed.

**Effective Date** means the settlement date of the contract of sale of property between the Existing Owner and the New Owner.

**Liability** means any liability or obligation (whether actual, contingent or prospective) including any loss, irrespective of when the acts, events or things giving rise to the liability or obligation occurred.

## 6 Interpretation

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In this deed, unless the context otherwise requires:

- (a) a reference to:
  - (i) one gender includes the others;
  - (ii) the singular includes the plural and the plural includes the singular;
  - (iii) a recital, clause, schedule or annexure is a reference to a clause of or recital, schedule or annexure to this deed and references to this deed include any recital, schedule or annexure;
  - (iv) any contract (including this deed) or other instrument includes any variation or replacement of it and as it may be assigned or novated;
  - (v) a statute, ordinance, code or other law includes subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
  - (vi) a person or entity includes an individual, a firm, a body corporate, a trust, an unincorporated association or an authority;
  - (vii) a person includes their legal personal representatives (including executors), administrators, successors, substitutes (including by way of novation) and permitted assigns;
  - (viii) a group of persons is a reference to any two or more of them taken together and to each of them individually;
- (b) the meaning of any general language is not restricted by any accompanying example, and the words 'includes', 'including', 'such as', 'for example' or similar words are not words of limitation;
- (c) the words 'costs' and 'expenses' include reasonable charges, expenses and legal costs on a full indemnity basis;
- (d) headings and the table of contents are for convenience only and do not form part of this deed or affect its interpretation; and
- (e) a provision of this deed must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of this deed or the inclusion of the provision in this deed.