



2017

Continuum Solar application

SOLAR POWER PURCHASE AGREEMENT PROVIDERS – RETAIL
LICENSE EXEMPTION

LICHEN ZHAO

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1. Corporate Information

Continuum Solar Pty Ltd, trading as Continuum Solar, is a Western Australia based private company, located in Canning Vale industrial area.

Company registration information is listed in following table.

| | |
|----------------------------------|------------------------------------|
| Australian Business Number (ABN) | 71 609 098 295 |
| Entity name | CONTINUUM SOLAR PTY LTD |
| ABN status | Active |
| Postal address | 1/16 Tacoma Cct, Canning Vale 6155 |
| Type of entity | Australian Private Company |
| ANZSIC code | 3232 – Electrical Services |
| Australian Company Number (ACN) | 609098295 |

Table 1 - Australian Business Register

Description of primary business activities

Continuum Solar is an installer, designer, project developer and operator of renewable energy solutions across residential, commercial, industrial and non-for-profit clients. The products we provide include on-grid solar PV system, hybrid PV system, off-grid solar PV system and microgrids.

Company structure

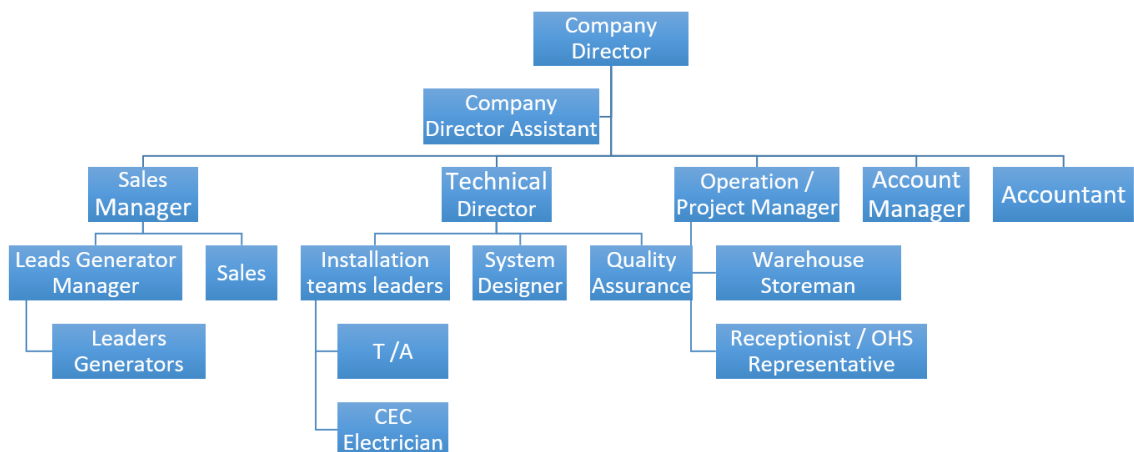


Table 2 - Company Organization Chart

Business Model

Continuum Solar is proposing to serve more middle to large scale business owners with SPPA (Solar Power Purchase Agreement), which allows clients to get more control and profit from current and impending changes in the energy market, employ capital in the most productive manner and lower their carbon emission.

Based on our installation footprint, Continuum Solar expects 30 clients to be served with SPPA sizing from 30kW to 1MW within coming 3 years.

2. Contact Details

Lichen ZHAO, operation and marketing manager of company, is nominated by the director to be in charge of the Solar PPA license exemption application.

Lichen ZHAO's contact is followed.

Email: Roy.z@continuumsolar.com.au

Mobile: 04520180530

Phone: (08) 9256 2684

3. Financial Information

Appendix A includes a declaration of financial solvency

4. Associated Entities / Company

Continuum Solar is not associated with any other entities/company.

5. Product Disclosure Statement

Appendix B includes draft of Product Disclosure Statement (PDS)

6. Previous/Current Licences and/or Exemptions and any Breaches or Investigations

Continuum Solar has never held any energy selling retail licence or licence exemption in any State or Territory. Continuum Solar currently holds no current or ongoing investigation about an alleged breach of a licence, exemption or authorisation.

7. Relevant Experience

Continuum Solar design and install grid connected solar PV systems for domestic, commercial, industrial customers and education establishments from small domestic 1 kW systems, with as few as 4 solar panels, to 150 kW systems using more than 600 solar panels.

For customers in remote locations susceptible to short duration power-outs Continuum Solar provide solar PV systems with battery back-up, allowing critical services to be maintained for several hours until power from the grid is restored.

These systems have the added benefit that battery power may be used during the hours of darkness, reducing electricity costs further.

For customers, unable to benefit from solar PV Continuum Solar work with customers to identify and implement energy saving solutions, such as changing to LED lighting.

Some work performed by Continuum Solar for the reference systems is followed:

GEN X ENGINEERING PTY LTD – 30Kw grid connected solar PV system

IGA, Osbourne Park – 30Kw grid connected solar PV system

Augusta Bakery – 30Kw grid connected solar PV system

The project management process followed by Continuum Solar has been developed to deliver a high standard of customer service.

8. Public Interest Statement

Environmental considerations

Renewable energy systems are widely known to be an effective solution in reducing carbon footprints and contributing towards the green star energy ratings of buildings. Granting a licence exemption to Continuum Solar will assist in targeting zero carbon emissions in Western Australia by offering affordable solutions for residential and commercial clients who wish to adopt renewable energy solutions.

Social welfare and equity considerations, including community service obligations

Continuum Solar intends on offering solar power systems to residential and commercial customers with affordable solutions in terms of rates and contracts to suit the customer's needs.

Economic and regional development, including employment and investment growth

Potential customers who register for a SPPA with Continuum Solar will have the benefit of choosing a Western Australian owned and operated company, supporting and encouraging the growth and sustainability of medium to large size business in the State. Granting a licence to Continuum Solar will assist in job creation and local expenditure in Western Australia.

The interests of customers generally or of a class of customers

The decision to opt for solar power as an alternative source of energy is open and available to all customers as outlined in the previous statement on social welfare considerations. Continuum Solar has adopted an upfront approach with SPPAs by way of ensuring customers are aware and have full understanding of solar production estimates and expectations as well as contractual rights and obligations.

APPENDIX A – Declaration of Financial Solvency

Declaration of Financial Solvency

Government of Western Australia
Department of Finance
Public Utilities Office

28 February 2017

Dear Sir or Madam

I, Weihong GUO, declare that:

- an administrator, receiver or insolvency official has not been appointed to control any part of the business or its property;
- no application or resolution has been passed or steps taken to wind up the applicant's company; and
- the applicant is not aware of any other factors that may impede its ability to finance and service solar PPA customers under the proposed business model.

Yours sincerely



Weihong GUO

Director of Continuum Solar Pty Ltd



Product Disclosure Statement

Perth Office
U1, 16 Tacoma Cct, Canning Vale
Western Australia 6155, Australia
Ph: (08) 9256 2684
ABN: 71 609 098 295

APPENDIX B – Product Disclosure Statement

PRODUCT DISCLOSURE STATEMENT

CONTINUUM SOLAR PTY LTD

1. Background

This Product Disclosure Statement is provided to you by Continuum Solar Pty Ltd ABN 71 609 098 295 trading as Continuum Solar in accordance with Solar Power Purchase Agreements Industry and Consumer Guidelines and in connection with the offer you have agreed with us. The electricity generated by the solar PV system may not be the sole electricity supply and might be used as well as the existing grid connection to provide a portion of the client's electricity supply needs.

Our Solar Power Purchase Agreement (SPPA) is distinct from a standard or non-standard form contract that you have with your Licenced Electricity Retailer (LER).

2. Contact Detail

Our details are as follows:

| | |
|--------------------------|--|
| Name | Continuum Solar |
| Address / Postal Address | Unit 1, 16 Tacoma Cct, Canning Vale 6155 |
| Telephone | (08) 9256 2684 |
| Fax | (08) 9256 2684 |
| Email | info@continuum solar.com.au |

3. Commencement

Your energy contract begins on the day that you accept whether you do this by signing our offer form, verbally accepting an offer made over the telephone by accepting online, or otherwise.

The term of the SPPA will be established for a period of no less than 5 years and a maximum of 15 years as selected by the client.

However, we will not start selling you energy unless and until:

- We are satisfied with your eligibility for our offer;
- We are satisfied with your creditworthiness;

- If we have required this, you have paid us a security deposit;
- The cooling off period has expired;
- Your supply address has its own meter.

The supply of electricity under this SPPA is subject to consumer protections under the Australian Consumer Law (ACL). For more information on the ACL, pls visit <http://consumerlaw.gov.au>.

4. Cooling-off

Although your energy contract may have begun, we do not start selling you energy until the cooling off period has expired.

The energy contract is subject to a 10 business day cooling-off Period from and including the day after you signed or received your energy contract together with this product disclosure statement.

To cancel your energy contract, you need to provide notice to us before the cooling off period ends, clearly indicating your intentions. You can do this in writing or over the telephone. Our contact details are listed in clause 2.

5. Estimated Generation

Solar power system generation is dependent on the system size, orientation and tilt of the solar panels, as well as environmental conditions. The system installed at your property is expected to generate __ kilowatt hours (kWh) of electricity annually, costing \$__ in the first year of the contract. The size of the system to be installed is specifically designed for your property and your power needs.

6. Price, Fees and Charges

Continuum Solar currently does not charge customers account establishment fees. If the fees and charges we charge change, we will notify you.

You will pay Continuum Solar for all electricity generated by the system \$__ per kW, plus any applicable fee, charges and taxes. The rate will be adjusted annually for CPI or as required by law. It is important to recognise that the rate set for the electricity will be dependent upon the term of agreement.

Fees we charge for disconnections and reconnections reflect the costs incurred by us.

7. Other Charges

If a meter is required to be installed at the Premises, we will notify you of the charges for installing such a Meter prior to work commencing.

8. Billing and Payment

Unless otherwise stated in the Offer, your bills will be issued monthly. Your bills will be sent to your nominated email address or postal address. Late payment fees will be charged if you pay your bill after the due date.

A payment processing fee may apply when you pay a bill using a payment method that results in us incurring a merchant services fee (including payment by credit card).

You may pay your bills:

- by MasterCard, VISA, American Express or Unionpay by calling us on (08) 92562684
- by direct debit from your cheque, savings or transaction account, or from your credit card;
- by monthly payment smoothing via direct debit;

9. Rights and Obligations

You are required to maintain your property so that the system can operate in a functional and safe manner at all times. Continuum Solar will perform all required maintenance and

repairs to the solar system as outline in the Clause 14 Maintenance and Repair.

10. Damage to Network

Continuum Solar will take necessary safety measures and include all required engineering safeguards as stipulated by the network in their approval of the solar power system. You do not have any direct obligations to the network provider (Western Power) but under your supply agreement with your grid retailer, you may be liable for any damages caused by the solar power system.

11. Early Termination

Following the expiry of the Cooling-off Period, you may exit the contract by paying the early exit fee included in the SPPA contract. The early exit fee is designed to ensure that we receive a fair return on the investment we made in the system. If you sell or transfer your business during the SPPA period and are unable to transfer your obligations under the SPPA to the new owner, or the transferee does not meet our minimum eligibility requirements then the early exit fee will be payable by you. Termination Amounts specified in Appendix C

12. End of Contract

At the end of contractual period, you will have the option to:

- Purchase the system at an agreed price. The agreed price will vary depending on the length of the contractual period.
- You can enter a new SPPA with Continuum Solar.
- The system can be removed at no cost to you.

13. Moving Premises

If you move house you will have the option to:

- Purchase the solar system and terminate the contract. Early exit fee may apply.
- Transfer the contract to the new owner (if agreed by both Continuum Solar and new owner)
- Make an application to relocate your system to your new property. Costs for relocating the system may apply.

14.Maintenance and Repair

Continuum Solar will be responsible for maintenance and repairs of the system and access to the property will be granted by you when scheduled or unscheduled maintenance of the system is required at an agreed day and time. Access to the components of the solar power system will be limited to only Continuum Solar.

15.Dispute Resolution

We are to make sure you are satisfied with our service. You may notify us of any complaint in relation to supply of Energy to your Supply Address. We will endeavour to resolve your complaint as quickly as possible. Our contact details are listed in clause 2.

After attempting to resolve your complaint, if you are not satisfied with outcome, you may contact Energy and Water Ombudsman Western Australia on 1800 754 004 (free call) or make an online complaint at http://www.ombudsman.wa.gov.au/ewowa/making_complaints/how_to_make_a_complaint.htm.

16.Service Standard

Our service to you will meet all Regulatory Requirements applicable in Western Australia.

Our commitment is to respond to all written enquiries within 5 business days.

APPENDIX C – Early Termination Schedule

TERMINATION FEE SCHEDULE

The Early Termination Payment shall be calculated as the Net Present Value of the remaining unpaid amounts the customers would have paid the Continuum Solar for the provision of solar electricity provided under this contract.

Early Termination Payment = Net Present Value of the sum of (annual contract price x Guaranteed Minimum Electricity Output) for each of the remaining years of the contract. If an early termination occurs on date other than an anniversary of the Commercial Operation Date, the unpaid amount for that year will be calculated by multiplying the sum of the annual contract price and the Guaranteed Minimum Electricity Output by a simple ratio of the # of months remaining until the anniversary of the Commercial Operation Date divided by 12 months.

| Early Termination Occurs in Year: | Early Termination Payment |
|-----------------------------------|---------------------------|
| 1 | |
| 2 | |
| 3 | |
| 4 | |
| 5 | |
| 6 | |
| 7 | |
| 8 | |
| 9 | |
| 10 | |
| 11 | |
| 12 | |
| 13 | |
| 14 | |
| 15 | |