



Generator Connection Agreement: Instrument of Agreement

**Ausgrid and
Generator**

May 2011



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PREFACE

Note to Generators

Before entering into this Agreement, there are a number of things that you are required to do to enable Ausgrid to progress your *connection* enquiry and *application to connect*. This includes providing all necessary technical data and other information to Ausgrid in order for Ausgrid to properly assess the suitability of the connection. The required data and information includes that specified in Schedule 1, and any other information required under the Rules or reasonably required by Ausgrid, AEMO or other *Network Service Providers*.

Your Generating Facilities will need to comply with certain standards to be acceptable for connection, and Ausgrid will provide you with information on these standards. There is some scope to negotiate these standards. AEMO may be involved in this process. The standards of performance expected of the Generating Facilities will be incorporated into Schedule 2 of this Agreement and, if necessary, registered with AEMO as the relevant *performance standards*.

Ausgrid will define the scope of the Capital Works required for the connection, and provide a design brief for the Contestable Works. You will be required to design, construct and install the Contestable Works (by engaging an Accredited Service Provider for the electrical works, which could be Ausgrid if you choose), at your cost, and hand them over to Ausgrid on their completion.

You must pay a fee for your *application to connect*, to cover the reasonable cost of all work anticipated to arise from investigating your application. In addition you must pay Ausgrid for the full cost of carrying out all necessary technical investigations (including costs of AEMO and other *Network Service Providers*). This is payable whether or not you enter into this Agreement.

See clause 5.3 of the Rules for more detail regarding the connection process.

Generator Connection Agreement: Instrument of Agreement

Date of this Agreement:

1 Introduction

1.1 Purpose

- (a) This Agreement is a *connection agreement* for the purposes of Chapter 5 of the Rules. It sets out the terms on which Ausgrid will provide Network Services to the Generator to enable the Generating Facilities to be and remain *connected* to Ausgrid's Distribution System.
- (b) The parties acknowledge that as the Connection is to an interconnected *power system*, considerations of safety, stability, quality and reliability of the *power system* for the benefit of all users must be taken into account, in accordance with relevant laws (including the Rules), *good electricity industry practice* and applicable *Australian Standards*.
- (c) This Agreement is for Network Services only and does not cover the wholesale or retail sale or purchase of electricity or "green rights".

1.2 Parties to this Agreement

- (a) This Agreement is between Ausgrid and the Generator.
- (b) The term "Generator" refers collectively to all persons specified in:
 - (1) clause 3.1; and
 - (2) clause 3.2 (if that clause specifies that those persons are parties to this Agreement),and all of those persons will be jointly and severally liable for any obligations of the Generator under this Agreement.

1.3 Documents

This Agreement is comprised of the following documents:

- (a) this Instrument of Agreement; and
- (b) Ausgrid's document entitled "Generator Connection Agreement: General Conditions", version 3.0 dated May 2011 (**General Conditions**).

1.4 Definitions and Interpretation

- (a) The definitions and interpretation provisions of the General Conditions apply to this Instrument of Agreement.
- (b) Unless otherwise indicated, a reference to a clause or a schedule is a reference to a clause of or schedule to this Instrument of Agreement.

2 Overview of Agreement

2.1 Generator's Obligations

The Generator must (in addition to any other matters specified in this Agreement):

- (a) **Generating Facilities:** ensure that the Generating Facilities are built to the Schedule 1 technical parameters, observe the specified procedures for amending those parameters, ensure that the Generating Facilities comply with the Schedule 2 performance standards, comply with the conditions of registration or exemption and ensure that the Generating Facilities do not import or export electricity in excess of the specified limits (see clauses 4 and 8, Schedules 1 and 2 and General Conditions clauses 3 and 7.5);
- (b) **Contestable Works:** obtain all Approvals, Easements, leases, Licences and Financing Arrangements for the Contestable Works, design, construct and install these works (at its own cost and by separately engaging an Accredited Service Provider for the electrical works) to specifications and standards determined and advised by Ausgrid, and cause ownership of them (other than certain civil works) to be transferred to Ausgrid upon Connection (see clause 5 and General Conditions clauses 2 and 4.3);
- (c) **Charges and credit support:** pay the charges and provide the credit support (if any) specified (see clause 10, Schedule 3 and General Conditions clauses 9 and 10);
- (d) **Warranty Bond:** lodge a Warranty Bond (if required) (see clause 11, and General Conditions clauses 4.3(k) and 7.2(a)(10)); and
- (e) **Insurance:** obtain and maintain the specified insurances (see clause 14 and General Conditions clause 19).

2.2 Ausgrid's Obligations

Ausgrid must (in addition to any other matters specified in this Agreement):

- (a) **Contestable Works:** determine and advise the scope of and the appropriate specifications and standards for the Contestable Works (see General Conditions clause 4.3(d));
- (b) **Non-Contestable Works:** obtain all Approvals, Financing Arrangements and Property Rights for the Non-Contestable Works (if any), and design, construct and install these works (see clause 5 and General Conditions clauses 2 and 4.2);
- (c) **Network Services:** provide Network Services to the Generator (see clause 8 and General Conditions clause 7); and
- (d) **Avoided TUOS:** pay the Generator for Avoided TUOS (see clause 10, Schedule 3 and General Conditions clause 9).

2.3 Both Parties' Obligations

Both parties must (in addition to any other matters specified in this Agreement):

- (a) **Metering:** observe the specified metering arrangements (see clause 12 and General Conditions clause 8);
- (b) **Operation, maintenance, access, testing and records:** comply with the specified operation, maintenance, access and testing protocols, and keep relevant records (see clause 13, and General Conditions clause 11 and 14); and
- (c) **Compliance:** comply with the Rules, *applicable regulatory instruments*, *good electricity industry practice* and applicable *Australian Standards* (see General Conditions clauses 24.6 and 28.2).

3 Generator

3.1 Owner of Generating Facilities

The owner (or proposed owner) of the Generating Facilities as at the Date of this Agreement is:

Owner of the Generating Facilities	Full name, ABN and address	
	Full name, ABN and address <i>(if more than one owner)</i>	

3.2 Other Parties Associated with the Generating Facilities

The other party or parties associated (or proposed to be associated) with the Generating Facilities as at the Date of this Agreement (if any), are as follows. Ausgrid requires those persons to be parties to this Agreement if indicated below.

Other persons associated with the Generating Facilities who are parties to this Agreement	Relation to Generating Facilities <i>(eg operator or proposed operator)</i>	Full name, ABN and address	Party to this Agreement (YES/NO)
	Relation to Generating Facilities <i>(eg person registered or proposed to be registered with AEMO)</i>	Full name, ABN and address	Party to this Agreement (YES/NO)

4 Generating Facilities

4.1 Technical Parameters

The Generating Facilities to which this Agreement refers are described in general terms below and more particularly in Schedule 1.

Generating Facilities	Name			
	Description			
	Location			
	Rules registration	Yes/No <i>(specify "YES" if registered* or "YES - INTENDED" if intended to be registered)</i>	Scheduled/non-scheduled	Market/non-market
Generating units	Nameplate rating of each unit and number of units			
	Fuel type for each unit			
Associated Equipment	<i>(brief description – eg if a major connection line)</i>			

* Whether as a *Generator, Intermediary or Intending Participant*.

See clause 3 of the General Conditions for the circumstances in which the information in Schedule 1 will be updated.

4.2 Performance Standards

The Generator must comply with the performance standards specified in Schedule 2.

4.3 Reactive Power Capability

The Generator must make available to Ausgrid a *reactive power* capability which is no less than as follows:

[insert details]

See S5.2.5.1 of the National Electricity Rules and General Conditions clause 12.2.

5 Capital Works

Details of the Capital Works to be constructed, who will ultimately own them, who will construct them or procure their construction, and who will fund them, are set out below. These details as well as details of the Generating Facilities will also be shown in the diagram in Part E of Schedule 1 to this Agreement.

Contestable Works (to be constructed and funded by the Generator, not forming part of the Generating Facilities)	Not to be transferred to Ausgrid	*Civil works located on private land	
	To be transferred to Ausgrid (Transferred Works)	*Civil works located on public land	
		**Electrical works	
Non-Contestable Works (to be constructed and owned by Ausgrid)	Generator pays Non-Contestable Works Charge		
	Not subject to Non-Contestable Works Charge		

* eg ductlines, substation buildings

**This must be done by separately engaging an Accredited Service Provider.

See clause 4 of the *General Conditions* for more detail.

6 Approvals and Property Rights

- (a) It is the Generator's responsibility to obtain all Approvals, Financing Arrangements and Property Rights for the Generating Facilities and Contestable Works, as specified in clause 2.1 of the General Conditions, at its cost (**Generator Approvals and Property Rights**).
- (b) It is Ausgrid's responsibility to obtain all Approvals, Financing Arrangements and Property Rights for the Non-Contestable Works, as specified in clause 2.2 of the General Conditions (**Ausgrid Approvals and Property Rights**). The Non-Contestable Works Charge specified in Schedule 3 (if any) may cover this cost.
- (c) Under clause 7.2(a) of the General Conditions, the Generator Approvals and Property Rights for the Contestable Works must generally all be in place before Connection, unless Ausgrid agrees otherwise in accordance with the General Conditions.
- (d) The parties have certain rights of termination (specified in the General Conditions) if Ausgrid has not obtained the Ausgrid Approvals and Property Rights by the following date:

Ausgrid Approvals and Property Rights Satisfaction Date	<i>[insert date;] or</i> <i>[insert period of time eg X weeks] after the Date of this Agreement]</i>
--	---

See clause 2 and 7.2 of the General Conditions for more detail.

7 Latest Ready for Connection Date

The latest date by which the Generating Facilities and Contestable Works must be ready for Connection is:

Latest Ready for Connection Date	
---	--

See clause 5.2 of the General Conditions for more detail.

8 Power Transfer Capability

The Agreed Maximum Export into Ausgrid's Distribution System and Agreed Maximum Import from Ausgrid's Distribution System at each Connection Point is as follows:

Connection Point (detailed description)	Agreed Maximum Export into Ausgrid's Distribution System				Agreed Maximum Import from Ausgrid's Distribution System			
	System normal		Worst single element outage		System normal		Worst single element outage	
	MW	Power factor	MW	Power factor	MW	Power factor	MW	Power factor
(Refer also to diagram in Part E of Schedule 1)								

Note: The Connection Point(s) is where the Generating Facilities electrically connect to Ausgrid's Distribution System (as extended by the Capital Works).

In the above table and this clause:

- "System normal" means all *network elements* of Ausgrid's Distribution System servicing the Connection Point(s) being in normal service; and
- "Worst single element outage" means the most critical single *network element outage* of Ausgrid's Distribution System affecting the Connection Point(s).

The equipment servicing the Connection Point(s) is designed or intended to be designed such that during the worst single element outage, but with all other relevant *network elements* in service and in the absence of constraint, system instability or other issues adversely affecting the *power system*, Ausgrid's Distribution System is capable of a Power Transfer Capability at the Connection Point(s) as described in the above table for "worst single element outage".

The actual Power Transfer Capability from time to time will depend on a number of matters; see clauses 7.3 and 7.5 of the General Conditions for more detail.

A system may need to be installed whereby control signals from Ausgrid can be given indicating that Ausgrid's Distribution System is or is likely to be at or exceeding its available capacity for any reason, and in response to which the output of the Generating Facilities can be automatically, independently and incrementally run back so as not to exceed that level (**Run Back Emergency Control System**). Details of any such system required to be installed from the outset are specified below, and further details of its operation specified in the Operating Protocol Agreement (see clause 13.2). The Generator will pay all costs associated with the installation of that system.

Run Back Emergency Control System	Details

Whether or not a Run Back Emergency Control System is required to be installed from the outset, such a system may need to be subsequently installed; see clause 7.6 of the General Conditions.

9 Period of Connection

- (a) If a time period is specified below, there is a Fixed Period of Connection or Minimum Period of Connection under this Agreement (as specified), commencing upon Connection.
- (b) If no time period is specified below, then there is no Fixed Period of Connection or Minimum Period of Connection under this Agreement.

Period of Connection	Period	Fixed or Minimum

See clause 6 of the General Conditions for more detail.

10 Network Charges and Credit Support

- (a) Network charges payable under this Agreement are set out in Schedule 3. Provisions relating to payment are set out in the General Conditions.
- (b) The Generator will provide the credit support (if any) specified in Schedule 3, as varied under the General Conditions, and any other credit support required by Ausgrid in accordance with the General Conditions.

See clauses 9 and 10 of the General Conditions for more detail.

11 Warranty Bond

If the following box is completed, the Generator will provide a Warranty Bond as follows:

Warranty Bond	Value of Transferred Works \$	Warranty Bond \$
10% of total value of Transferred Works(as assessed by Energy Australia), unless otherwise stated		

See clauses 4.3(k) and 7.2(a)(10) of the General Conditions for more detail.

12 Metering

The following metering arrangements will apply:

Metering	*Responsible person		
	*Metering Provider		
	Description of metering installation(s)	Installation type (as defined in Chapter 7, Schedule 7.2 of the Rules):	**Other installation type and accuracy:
	Location of metering installation(s)		
	*Metering Data Agent engaged by the Generator		

*These can be left blank and arrangements made outside this Agreement and subsequently notified. If filled in, refers to the fact that the parties have already entered into other such arrangements, and applies until those arrangements terminate (which might be before this Agreement terminates).

**For *Non-Market Generators* only, where the parties agree on a type and standard other than as specified in the Rules.

See clause 8 of the General Conditions for more detail.

13 Access, Maintenance and Testing Protocols

Where considered necessary by both parties, these protocols may be documented in an additional schedule (Schedule 4) to this Agreement.

13.1 Access to metering installation(s)

Terms of access to each party's site are set out in clause 13 of and the Schedule to the General Conditions.

13.2 Operating Protocol Agreement

In addition to the requirements set out in clause 11 of the General Conditions, the following protocol is agreed between Energy Australia and the Generator for the safe and timely reduction of exports or imports in times of capacity constraints, for the isolation of and access to each party's Equipment and for the routine testing of protection equipment:

Insert name of STANDARD and where it is available

OR

Insert site specific agreement.

13.3 Maintenance coordination protocols

Protocols for maintenance coordination are set out in clause 11 of the General Conditions.

13.4 Compliance monitoring

In accordance with clause 4.15(b) and (c) of the Rules, the Generator must implement a program (in accordance with *good electricity industry practice*) to monitor performance of the Generating Facilities and provide reasonable assurance of ongoing compliance with the relevant *performance standards* and the applicable technical requirements of this Agreement and the Rules. In accordance with clause 5.7.3 of the Rules, the Generator must, in accordance with the time frames specified in clause 4.15 of the Rules, provide evidence to Ausgrid that its Generating Facilities so comply.

13.5 Routine testing of protection equipment

In accordance with clause 5.7.4 of the Rules, the Generator must conduct tests of the operation of equipment forming part of a *protection system* relating to a Connection Point(s) at agreed intervals as set out in the Operating Protocol Agreement.

13.6 Records

For the purposes of clause 14.2(c)(2) of the General Conditions, records must be maintained of the results of all testing and monitoring carried out by the parties responsible for such testing and monitoring.

13.7 Comply even if not Registered Participant

The Generator must comply with the obligations under the Rules whether or not the Generator is a *Registered Participant* under the Rules.

See clauses 11, 13 and 14 of the General Conditions for more detail.

14 Insurance

The Generator must keep and maintain (or ensure that another party keeps and maintains) the insurances specified below and in the General Conditions:

Policy type	Amount	Insured parties
Public liability (in relation to the Generating Facilities and Contestable Works)	\$20 M per occurrence	Generator Ausgrid Accredited Service Provider Any other contractor or consultant engaged in the construction of the Generating Facilities and/or the Contestable Works
Contractors works insurance (in relation to the Contestable Works)	Reinstatement, repair and replacement costs (as specified in General Conditions)	Accredited Service Provider Any civil works contractor engaged in the construction of the Contestable Works Generator Ausgrid

See clause 19 of the General Conditions for more detail.

15 Notices

15.1 Notices to Ausgrid

Details for Notices to Ausgrid are:

Principal Business Office	570 George Street, Sydney, NSW 2000
Contact:	[Insert]
Address:	[Insert]
Postal Address:	[Insert]
Phone Number:	[Insert]
Fax Number:	[Insert]

15.2 Notices to the Generator

Details for Notices to the Generator are:

Principal Business Office	
Contact:	[Insert]
Address:	[Insert]
Postal Address:	[Insert]
Phone Number:	[Insert]
Fax Number:	[Insert]

See clause 23 of the General Conditions for more detail.

16 Special Conditions

The Special Conditions (if any) which apply to this Agreement are set out below. In the event of any inconsistency between the Special Conditions and any other provision of this Agreement, the Special Conditions prevail.

Schedule 1: Generating Facilities and Connection Point Details

Part A: Generating Unit Design and Setting Data

Down load latest Generating Unit Design and Setting templates from AEMO website <http://aemo.com.au/registration/118-0001.html>

As per clauses 3.3(b) and 3.3(c) of the General Conditions, Ausgrid and the Rules will indicate the data that is required and whether the data is required to be validated before or after Connection. Refer S5.5.5 and S5.5.6 of the NER.

Part B: Protection, Controls, Alarm Settings and Load Characteristics

The Generator must provide data relating to protection, controls, alarm settings and load characteristics. The following table is provided as a guide to the Generator of the type of information required.

Data Requirement	Data Description	Units
Site Configuration	Operation diagrams showing the electrical circuits of the existing and proposed main facilities including busbar arrangements, protection and metering	Single line diagrams
Protection Details	A control and protection schematic diagram	Schematic diagram
	Details of protection used	Text, diagram
	Instrument transformers details	Text
	Protection data and settings	Text, diagram
Control details	Control arrangements and settings	Text, diagram
Alarm settings	Alarm arrangements and settings	Text, diagram
Load and Generator Profile at Connection Point	Profile of both <ul style="list-style-type: none"> • the total output of the generator (s) • net load requirements of the plant. <p><i>Explanatory note: In order to determine any avoided network Use of System payments, Ausgrid requires the profile at the connection point to the Ausgrid Network. This should include the expected generator duty cycle.</i></p>	Text, diagram

Part C: Technical and Setting Data (from Ausgrid Network)

This table is a guide only and all relevant data must be provided.

Data Areas	Symbol	Data Description	Units	Required or N/A?
S5.5.3 Network and plant technical data of equipment at or near connection point	Voltage Rating	Nominal <i>voltage</i>	KV	
	Rated Currents		Circuit maximum current	KA
			Ambient conditions under which above current applies	Text
	Earthing		System Earthing Method	Text
	Network Configuration		Operation Diagrams showing the electrical circuits of the existing and proposed main facilities including busbar arrangements, phasing arrangements, earthing arrangements, switching facilities and operating <i>voltages</i> .	Single line diagrams
	Network Impedance		For each item of plant: details of the positive, negative and zero sequence series and shunt impedances, including mutual coupling between physically adjacent elements.	% on 100 MVA base
	Short Circuit Infeed to the Network		Maximum generator 3-phase short circuit infeed including infeeds from <i>generating units connected to the Registered Participant's system</i> , calculated by method of AS 3851 (1991).	kA symmetrical
	Voltage impulse levels and Insulation Coordination levels		Refer to S5.2.3(b) (3) and (4)	
S5.5.4 Network Plant and Apparatus Setting Data	Protection Data for Protection relevant to Connection Point:		Reach of all protections on <i>transmission lines</i> , or cables	ohms or % on 100 MVA base
			Number of protections on each item	Text
			Total fault clearing times for near and remote faults	ms
			Line reclosure sequence details	Text
	For each shunt reactor or capacitor bank		Method of switching	Text

Part D: Data, Control and Communications Requirements for Generating Systems

- Where required by clause 4.11.1 and Schedule 5.2.6.1 of the National Electricity Rules, details of the communications facilities as relevant are to be submitted to AEMO. AEMO's standard requirements are contained in templates which are on AEMO's website <http://aemo.com.au/registration/0110-0117.pdf> and refer to Appendix 2.

Part E: Diagram

Schedule 2: Generating Facilities Performance Standards

Note: The following tables include the information AEMO requires to assess compliance with Chapter 5 of the Rules for generators applying for registration. Ausgrid Network may require additional or less information on generator performance standards on a case by case basis, regardless of whether or not the generator is or will be registered.

Part A: Generator Performance Standards

Down load latest Generator Performance Standards template from AEMO website
<http://aemo.com.au/registration/0110-0076.doc>

Part B: Generator Technical Requirements

Down load latest Generator Technical Requirements template from AEMO website
<http://aemo.com.au/registration/0110-0073.doc>

Schedule 3: Network Charges and Credit Support

Generator to pay Ausgrid:

Type of charge	Charge applicable (yes/no)	Amount	When payable
*Contestable Works O&M Charge <i>(Note: this charge is to cover ongoing operation and maintenance of the Transferred Works. The Generator will pay the capital cost of those works to its Accredited Service Provider or civil contractor.)</i>			Yearly in advance (calculated by reference to financial years). First payment on Connection (for the part of the year from that date until the next 30 June, calculated on a pro rata basis). Thereafter each 1 July.
*Non-Contestable Works Charge		\$ or \$ per year	[Lump sum upon completion of the Non-Contestable Works, as advised by Ausgrid] or [Yearly in advance (calculated by reference to financial years). First payment upon completion of the Non-Contestable Works, as advised by Ausgrid (for the part of the year from that date until the next 30 June, calculated on a pro rata basis). Thereafter each 1 July.]
Import Charge		Standard tariffs applying from time to time will apply in respect of use of Ausgrid's Distribution System for the import of electricity from Ausgrid's Distribution System to the Generating Facilities	Monthly in arrears from Connection
Connection Studies Charge			Immediately on delivery of the service
Connection Management Charges			Immediately on delivery of the services
<i>Note: Connection management charges for "Monopoly Services" provided (as defined and described in IPART's distribution determination for the period 2004/5 to 2008/9, and in the AER's distribution determination for the period 2009/10 to 2013/14) are as set out in those determinations. A charge will also be made for Ausgrid's costs in negotiating this Agreement.</i>			
Other charges			

* Subject to CPI indexation under clause 9.6 of the General Conditions.

Note: If a payment is stated to be due "on" or "from" Connection, it must be paid before Connection occurs: see clause 7.2(a)(9) of the General Conditions.

Note: The Generator will also be liable to pay charges to third parties, such as an Accredited Service Provider, Metering Provider or Metering Data Agent.

Ausgrid to pay Generator:

Type of charge	Charge applicable (yes/no)	Amount	When payable
Avoided TUOS		To be calculated by Ausgrid each financial year in accordance with the Rules	Yearly in arrears (calculated by reference to financial years). First payment due 30 Business Days after the end of the first full financial year after Connection. Each subsequent payment due 30 Business Days after the end of the relevant financial year.

Note: All specified charges are exclusive of GST: see clause 9.5 of the General Conditions.

Credit support from the Generator:

Type	Amount	When due to be provided

Executed as an agreement

Signed for and on behalf of)
Ausgrid)
by its authorised representative:)
)
)

Witness

Authorised representative

Name of witness
(Print Name)

Name of authorised representative
(Print Name)

Executed by)
ACN ##)
in accordance with)
section 127(1) of the Corporations Act 2001:)
)

Director/Company Secretary

Director

Name of Director/Company Secretary
(Print Name)

Name of Director
(Print Name)

Executed by)
ACN ##)
in accordance with)
section 127(1) of the Corporations Act 2001:)
)

Director/Company Secretary

Director

Name of Director/Company Secretary
(Print Name)

Name of Director
(Print Name)