


LANDS TITLES REGISTRATION OFFICE

SOUTH AUSTRALIA

LEASE

FORM APPROVED BY THE REGISTRAR-GENERAL

Orig. **L 12714494**

12:25 19-Apr-2017
1 of 1

PRIORITY NOTICE ID	
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**BELOW THIS LINE FOR OFFICE
PURPOSES ONLY**

SERIES NO	PREFIX
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AGENT CODE

LODGED BY:

Lairy Morrow

LMORP

CORRECTION TO:

Lairy Morrow

LMORP

SUPPORTING DOCUMENTATION LODGED WITH APPLICATION

- 1
- 2
- 3
- 4
- 5

CORRECTION	PASSED <i>KS</i>
REGISTERED <i>[Signature]</i>	17 MAY 2017 REGISTRAR-GENERAL



LEASE

PRIVACY COLLECTION STATEMENT: The information in this form is collected under statutory authority and is used for maintaining publicly searchable registers and indexes. It may also be used for authorised purposes in accordance with Government legislation and policy requirements.

LAND DESCRIPTION

Portion of the land comprised in certificate of title register book volume 5313 folio 872, being the areas marked "Substation BG2B" and "Bungala Solar Access BG2B" in FX Plan No. FX252232.

ESTATE & INTEREST

An estate in fee simple

LESSOR (Full name and address)

Bungala Aboriginal Corporation of 5 Jervois Street, PORT AUGUSTA SA 5700

LESSEE (Full name, address and mode of holding)

Bungala One Operations Pty Ltd ACN 614 425 660 of ~~Level 19, HWT Tower, 40 City Road, MELBOURNE VIC 3000~~ *Level 18, 225 George Street, Sydney*
NSW 2000

TERM

COMMENCING ON

7 April 2017

AND

EXPIRING ON

28 February 2049

RENT AND MANNER OF PAYMENT (or other consideration)

\$10,000 per annum (exclusive of GST) payable annually in advance.

IT IS COVENANTED BY AND BETWEEN THE LESSOR AND THE LESSEE as listed herein:
(Covenants, where not deposited, to be set forth on insert sheet(s) and securely attached)

OPERATIVE CLAUSE **Delete the inapplicable*

The Lessor LEASES TO THE LESSEE the land above described and the LESSEE ACCEPTS THIS LEASE of the land for the term and at the rent stipulated, subject to the covenants and conditions expressed herein and to the powers and covenants implied by the *Real Property Act 1886* (except to the extent that the same are modified or negatived below).

DEFINE THE LAND BEING LEASED INCORPORATING THE REQUIRED EASEMENT(S) ETC.

CONSENTS OF MORTGAGEES AND SECTION 32 DEVELOPMENT ACT 1993 CERTIFICATION

Consents of Mortgagees – Not applicable.

This Lease does not contravene section 32 of the Development Act 1993.

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REFERENCE SCHEDULE

Item 1 – Commencement Date	The date on which this Lease is signed by the parties
Item 2 – Expiry Date	28 February 2049
Item 3 – Land	Whole of the land comprised in certificate of title register book volume 5313 folio 872.
Item 4 – Premises	Portions of the Land being the areas marked "Substation BG2B" and "Bungala Solar Access BG2B" in the plan set out in Schedule 1.
Item 5 – Rent	\$10,000 per annum (exclusive of GST), payable annually in advance on the Commencement Date and on each anniversary of the Commencement Date.
Item 6 – Lessor Notice Details	Bungala Aboriginal Corporation Attention: Chief Executive Officer Address: 5 Jervois Street, PORT AUGUSTA SA 5700 Email: rlaundy@bungala.com.au
Item 7 – Lessee Notice Details	Bungala One Operations Pty Ltd Attention: Chief Executive Address: Level 19, HWT Tower, 40 City Road, Melbourne 3000 Email: info@reachsolarenergy.com.au
Item 8 – Rights of Renewal	2 x rights of renewal for further Terms of 15 years each.

1. DEFINITIONS AND INTERPRETATION

1.1 Defined Terms

In this Lease, unless the context otherwise requires:

Associate means, in relation to a party, each of its Related Bodies Corporate, officers, employees, directors, contractors, agents or consultants (other than the other party to this Lease).

Business Day means any day which is not a Saturday, Sunday or public holiday in South Australia;

Commencement Date means the commencement date set out in Item 1 of the Reference Schedule;

Contamination means the presence in or under the Premises of a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance at a concentration above the concentration at which the substance is normally or naturally present in or under the Premises, being a presence which makes the Premises or the surrounding environment unsafe or unfit for a commercial or industrial use or presents a risk of harm to human health and Contaminant and Contaminate each have a corresponding meaning;

Dispose means assign, novate, transfer, sublease, licence, or otherwise dispose of or grant or permit or suffer the grant of any legal or equitable interest (either in whole or in part) whether by sale, lease, declaration or creation of a trust or otherwise.

Electricity Infrastructure means any substation, transformers, circuit breakers, Transmission Line and any other equipment, plant or structures which are constructed or brought onto the Premises by the Lessee;

Expiry Date has means the expiry date set out in Item 2 of the Reference Schedule;

Government Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity;

Land means the land set out in Item 3 of the Reference Schedule;

Lessee means the party described on page 1 of this Lease and the successors and permitted assigns of that party;

Lessee's Covenants means the covenants and agreements contained in this Lease to be observed and performed by the Lessee;

Lessor means the party described on page 1 of this Lease and the successors and permitted assigns of that party;

Month means calendar month;

Original Term means the initial term commencing on the Commencement Date and expiring on the Expiry Date;

Permitted Use has the meaning given in clause 6.1;

Premises means that portion of the Land set out in Item 4 of the Reference Schedule;

Reference Schedule means the schedule so described set out in this Lease;

Related Body Corporate has the meaning given in the *Corporations Act 2001* (Cth);

Rent means the rent set out in item 5 of the Reference Schedule;

State means the State of South Australia;

Statute means any statute, regulation, proclamation, ordinance or by-law of the Commonwealth of Australia or the State and includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them and all regulations, proclamations, ordinances and by-laws issued under them;

Term means the Original Term and includes the term of any renewal or extension of this Lease;

Transmission Connection Agreement means the agreement so entitled entered into between ElectraNet Pty Limited (ACN 094 482 416) and Bungala One Operations Pty Ltd (ACN 614 425 660) as trustee for The Bungala One Operations trust (ABN 65 449 871 039) dated on or about the date of this Lease (as such agreement may be amended, replaced or restated from time to time);

Transmission Line means the 132kV transmission line to be constructed by ElectraNet Pty Limited ACN 094 482 416 on a portion of the Land and the Premises.

1.2 Interpretation

In this Lease, unless the context otherwise requires:

- (a) headings and underlinings are for convenience only and do not affect the interpretation of this Lease;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) a reference to a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency;
- (e) a reference to any thing includes a part of that thing;
- (f) a reference to a part, clause, party, annexure, exhibit or schedule is a reference to a part and clause of and a party, annexure, exhibit and schedule to this Lease;
- (g) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next succeeding day which is a Business Day;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Lease or any part of it;
- (i) a covenant or agreement on the part of 2 or more persons binds them jointly and severally;
- (j) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions

- (k) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;
- (l) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (m) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time; and
- (n) another grammatical form of a defined word or expression has a corresponding meaning.

2. EXCLUSION OF IMPLIED COVENANTS AND POWERS AND MORATORIUM

2.1 Inclusion of Implied Covenants

Any covenants and powers implied in this Lease or in relation to this Lease by any law are excluded to the maximum extent permitted by law.

2.2 Contravention of Statute - Severance

Any provision of this Lease which is void, voidable, unenforceable or invalid because of a Statute must in any such case and to such extent be severed from this Lease, and this Lease must be read as though such provision did not form part of this Lease at that time.

3. TERM OF LEASE AND HOLDING OVER

3.1 Term

The Term of this Lease commences on the Commencement Date and expires on the Expiry Date, subject to the provisions of this Lease.

3.2 Yearly Tenancy - Holding Over

If the Lessee holds over at the Premises after the expiration or sooner termination of the Term the Lessee does so as a yearly tenant for yearly terms thereafter on the same terms and conditions as this Lease as far as they apply to a yearly tenancy.

3.3 Termination of Holding Over

Either the Lessor or the Lessee may terminate the yearly tenancy under clause 3.2 by giving the other 6 months' prior written notice.

4. PAYMENT

4.1 Lessee's Covenant

- (a) The Lessee must pay the Rent to the Lessor during the Term.
- (b) Rent is payable annually in advance, on or about the Commencement Date and each anniversary of the Commencement Date.

4.2 Utilities

The Lessee will pay all costs and charges for electricity, water, gas, telecommunications or any other utility or service supplied to or consumed in respect of the Premises (if it causes such utilities to be connected to the Premises).

5. GST

- (a) All amounts payable or the value of other consideration provided in respect of supplies made in relation to this Lease are exclusive of GST (if any). If a GST is levied or imposed on any supply made (or deemed to have been made) under or in accordance with this Lease, the amounts payable or the value of the consideration provided for that supply (or deemed supply) ('Payment') shall be increased

- (b) by such amount as is necessary to ensure that the amount of the Payment net of GST is the same as it would have been prior to the imposition of GST.
- (c) Where any amount is payable to a party being a reimbursement, indemnification or similar payment calculated by reference to a loss, cost, expense or other amount incurred by that party, then such amount shall be reduced by the amount of any input tax credit available to that party and, if a taxable supply, shall be increased by the GST payable in relation to that supply.
- (d) All GST payable shall be payable at the time any payment to which it relates is payable. Where any GST payable is not referable to an actual payment then it shall be payable within 10 days of a tax invoice being issued by the party making the supply.
- (e) Where in relation to this Lease a party makes a taxable supply, that party shall provide a tax invoice in respect of that supply before the GST payable in respect of that supply becomes due.
- (f) In this clause 5:
 - (i) **GST** means goods and services tax or similar value added tax levied or imposed in the Commonwealth of Australia pursuant to the GST law.
 - (ii) **GST law** has the meaning given to such term in *A New Tax System (Goods and Services Tax) Act 1999* of Australia or a successor Act.
 - (iii) the terms "consideration", "input tax credit", "supply", "tax invoice" and "taxable supply" have the same meaning as in the GST law.

5.2 Review of Annual Rent

- (a) The annual Rent will be reviewed on each anniversary of the Commencement Date during the Term (including during any period of holding over) (**Review Date**) whereon the Rent to be paid for the period until the immediately following Review Date shall be determined in accordance with the following formula:

$$Y = \frac{RA}{B}$$

B

where:

"Y" means the Rent payable for the review period immediately following the relevant Review Date;

"R" means the Rent payable by the Lessee during the review period immediately prior to the relevant Review Date, except in the case of the first review under this Lease, where "R" shall be the Rent stipulated on page 1 of this Lease;

"A" means the Consumer Price Index number for Adelaide (All Groups) published by the Australian Bureau of Statistics in respect of the quarter immediately preceding the relevant Review Date; and

"B" means the Consumer Price Index number for Adelaide (All Groups) published by the Australian Bureau of Statistics in respect of the quarter immediately preceding the previous Review Date, except in the case of the first review under this Lease, where "B" shall mean the index number in respect of the quarter immediately preceding the Commencement Date stipulated on page 1 of this Lease.

- (b) In the event that at any time during the Term of the Lease, the Bureau shall update the reference base of the Index, the required conversion shall be made to preserve the intended continuity of the calculations by making the appropriate arithmetical adjustment to make the updated index number correspond in reference base to the index number at the Review Dates.
- (c) In the event that there is any change in the basis of assessment of the Index or its calculation has been suspended or discontinued, then the Lessor shall be entitled to have the annual rent determined by a licensed valuer appointed by the President or principal officer for the time being of the Institute acting as an expert and not as an arbitrator having regard to what would have been the increases in the Index had it continued or had it continued to be determined on the same basis as at the date of the Lease as the case requires. The costs of such valuation shall be borne equally by the parties.

5.3 Costs

The Lessee will pay to the Lessor upon demand the following costs and expenses:

- (a) all consent and production fees charged by any mortgagee or encumbrancee in respect of this Lease;
- (b) all of the following costs and expenses:
 - (i) the reasonable costs and expenses incurred by the Lessor of and incidental to any assignment, extension, renewal, guarantee, mortgage, charge, sub-letting, surrender or termination (otherwise than by effluxion of time) of the interest of the Lessee under this Lease;
 - (ii) all consent and production fees charged by any mortgagee or encumbrancee in respect of any assignment, extension, renewal or surrender of this Lease;
 - (iii) all registration fees in connection with this Lease and any extension, renewal, assignment, transfer, guarantee or surrender of this Lease; and
 - (iv) the reasonable costs and expenses incurred by the Lessor of and incidental to the preparation of an appropriate lease plan including without limitation all survey fees and registration fees.

6. USE OF PREMISES

6.1 Permitted Use

The Lessee may only use the Premises:

- (a) to construct and install the Electricity Infrastructure;
- (b) to operate, maintain, service, replace and repair the Electricity Infrastructure; and
- (c) for other purposes which are incidental to, or related to, the permitted uses set out in clauses 6.1(a) and 6.1(b) above.

6.2 Requirements of Government Agencies

The Lessee must comply promptly with any Statute in respect of the Lessee's use of the Premises and the Land and any requirements, notices or orders of any Government Agency having jurisdiction or authority in respect of the Premises or the Land or the use of the Premises or the Land.

6.3 Development Approval

- (a) The Lessor irrevocably authorises the Lessee to make (at the expense of the Lessee) any application for consent or approval to any Government Agency to use or develop the Premises for the use referred to in clause 6.1 and to exercise and procure (at the Lessee's expense) every right of appeal arising from the determination of any such application or the failure to determine the application.
- (b) The Lessor must sign all documentation and do all such things as the Lessee or any person nominated by the Lessee reasonably requires (at the cost and expense of the Lessee) to authorise or assist in obtaining consent or approval from the relevant Government Agency to this Lease or to use or develop the Premises for the use referred to in clause 6.1.

6.4 Letting others into Premises

The Lessee is responsible for the conduct of all people the Lessee allows in the Premises (including the Lessee's employees, contractors and agents).

6.5 Lessee must obey the law and notices

The Lessee must obey any law or proper notice from any competent Government Agency requiring the Lessee to do anything concerning the Premises, the uses of the Premises outlined in clause 6.1 and the health and safety of people entering the Premises.

6.6 Prohibitions

The Lessee must not:

- (a) do anything (other than the activities permitted under this Lease) that is or may be a nuisance to, or that may interfere with, the Lessor or unreasonably interfere with the Lessor's or any other occupier's business conducted from the Land; or
- (b) do anything to Contaminate the Land or its environment (other than install, maintain, service and repair Electricity Infrastructure on the Premises and any Contamination which is incidental to the Lessee carrying out the Approved Purpose).

6.7 Fire Precautions

The Lessee will take such precautions against fire on and in respect of the Premises as are or may from time to time be required under or pursuant to any present and future laws of which may be required by any authority (whether governmental, municipal, civic or other authority) having jurisdiction in relation to the Premises and also at the Lessee's expense to do and execute or abstain from doing or executing all such other acts matters and things in relation to fire safety or fire precaution as are or may from time to time be directed or required (whether of the owner or occupier of the Premises) by any body having jurisdiction in relation to the Premises;

6.8 Maintain Licences and Permits

The Lessee must obtain and keep current all licences and permits required for the carrying on of all businesses conducted by the Lessee in or upon the Premises.

6.9 Secure the Premises

The Lessee must take reasonable precautions to secure the Premises and the Lessee's property (including the Electrical Infrastructure) from theft and vandalism and keep all gates locked when the Premises are not in use.

7. STATUTORY RIGHTS

All rights of access granted in favour of the Lessee pursuant to this Lease are in addition to and will not derogate from any access rights in favour of the Lessee under any Statute, including without limitation, the *Electricity Act 1996 (SA)*.

8. INSURANCE, INDEMNITIES AND RELEASE

8.1 Insurance

At all times during the Term, the Lessee must at its own expense secure or cause to be secured and maintain or cause to be maintained in full force a public liability insurance policy in respect of the Premises for an amount of not less than \$10,000,000 per claim.

8.2 Lessee's Assumption of Responsibilities

The Lessee occupies the Premises and enters and uses the Premises at its risk and agrees to take and be subject to the same responsibilities to which it would be subject in respect of persons and property if, during the Term, it was the owner and occupier of the freehold of the Premises.

8.3 Indemnity

The Lessee is liable for and indemnifies the Lessor against all claims, liability, loss, penalties, payments, costs, charges and expenses directly or indirectly arising from or incurred in connection with:

- (a) damage to or loss of any property or injury to or the death of any person:
 - (i) caused or contributed to by the act, omission, negligence or default of the Lessee or the Lessee's Associates; or
 - (ii) occurring on or caused or contributed to by anything occurring on the Premises, except to the extent it is caused or contributed to by Lessor or any of its Associates;

- (b) any breach by the Lessee of this Lease or anything the Lessee is required to do under this Lease but which has not been properly done; and
- (c) any breach or non-compliance by the Lessee with any laws.

8.4 Release

The Lessee releases the Lessor from any liability for the Lessee's loss, penalties, payments, costs, charges and expenses directly or indirectly arising from or incurred in connection with damage to or loss of any property or injury to or the death of any person except to the extent it is caused or contributed to by the Landlord or its Associates.

8.5 No merger

The indemnity in this clause 8 is independent from the Lessee's other obligations under this Lease and does not come to an end when this Lease expires or is terminated.

9. INSTALLATION AND MAINTENANCE

9.1 Structural Repair and Maintenance

The Lessee assumes all liability all works and all capital improvements required for the conduct of the Permitted Use, including all works of a capital or structural nature and will be responsible for the repair and maintenance of all structural alterations to the Premises unless the repairs or maintenance is caused or contributed to by a negligent act, omission or default of the Lessor.

9.2 Repair of Premises

Subject to clause 9.1, the Lessee will during the whole of the Term and otherwise so long as the Lessee may remain in possession or occupation:

- (a) maintain replace repair and keep the whole of the Premises in good and substantial repair order and condition (having regard to their condition at the Commencement Date) reasonable wear and tear excepted and at the expiration or sooner determination of the Lease the Lessee shall peaceably surrender and yield up to the Lessor the whole of the Premises in such repair order and condition; and
- (a) keep and maintain clean and in good order repair and condition all fixtures, fittings, plant and equipment of the Lessee, including the Electrical Infrastructure.

9.3 Construction and Alterations

The Lessee or any person or persons authorised by the Lessee may at the Lessee's option and expense at any time after this Lease has been executed by the parties and at any time during the Term, install, erect, construct, dismantle, repair, replace, renew and maintain upon the Premises:

- (a) any Electricity Infrastructure; and
- (b) in addition to the Electricity Infrastructure, any security fencing and any building or buildings as necessary now or in the future to operate and maintain the Electricity Infrastructure.

Provided that the Lessee has obtained all necessary government and/or statutory and regulatory approvals for the work and that such work is carried out in accordance with any approval so given.

10. TERMINATION

10.1 Event of Termination

This Lease may only be terminated:

- (a) subject to clause 14 on the Expiry Date; or
- (b) by twelve months' notice in writing by the Lessee to the Lessor at any time during the Term; or

- (c) at the option of the Lessee, by written notice (effective immediately) by the Lessee to the Lessor, if the Transmission Connection Agreement is terminated; or
- (d) as agreed between the parties in writing.

10.2 Effect on Rights or Liabilities

Termination of this Lease does not affect the rights or liabilities of the parties in relation to any cause of action accruing prior to termination.

10.3 Lessee to Yield Up & Make Good

The Lessee must at the expiration or sooner termination of this Lease:

- (a) yield up the Premises in good repair and clean condition (fair wear and tear excepted) having regard to its condition at the Commencement Date;
- (b) unless otherwise agreed, remove all of the Lessee's property on the Premises and/or the Land or any part of the Electricity Infrastructure and all fittings, plant, machinery, cables and other equipment and chattels erected or brought by the Lessee or its Associates onto the Premises and/or Land and repair any damage caused by that removal so that the surface of the Land is restored as near as possible to its condition as at the Commencement Date, including the removal of any permanent foundations or hardstandings constructed for the purposes of the Electricity Infrastructure; and
- (c) fully remediate the Premises to the state and condition that it was in before the commencement of the Term (including removing and remediating any Contaminants on or underneath the Premises) and the Lessor will permit the Lessee and the Lessee's Associates to remain on the Premises for a reasonable time after expiry of the Term to enable the Lessee to comply with this obligation.

10.4 Acknowledgement

The Lessor and the Lessee acknowledge and agree that the Electricity Infrastructure and all fixtures, fittings, plant, equipment, machinery, cables and other equipment, structures and chattels erected or brought by the Lessee onto the Premises and/or Land for the purposes of designing, constructing or operating the Electricity Infrastructure will not be deemed for any reason to become fixtures to the Land.

10.5 Landlord and Tenant Act 1936 (SA)

In the case of a breach or default of any term of this Lease where notice is required to be given pursuant to Section 10 of the *Landlord and Tenant Act 1936 (SA)*, such notice shall provide that the period of fourteen (14) days is the period within which the Lessee is to remedy any such breach or default if it is capable of remedy or to make reasonable compensation in money to the satisfaction of the Lessor.

11. NOTICES

11.1 Method of Service

Any notice to be given under this Lease or in connection with this Lease by one of the parties to the other must be in writing and is given for all purposes by delivery in person, by pre-paid post or by email addressed to the receiving party at the address set out in Item 6 of the Reference Schedule in the case of the Lessor and in Item 7 of the Reference Schedule in the case of the Lessee.

11.2 Time of Service

Any notice given in accordance with clause 11.1 will be deemed to have been duly served in the case of posting at the expiration of 2 Business Days after the date of posting and in the case of email, on the first Business Day after the date of transmission (providing the sending party does not receive a delivery failure notice).

11.3 Change of Address

A party may at any time change its address, postal address or email address by giving written notice to the other party.

12. ASSIGNMENT

12.1 When can the Lessee Assign

The Lessee may Dispose of any of its rights or obligations under or in connection with this Lease at any time after this Lease is executed by the parties upon providing notice of the Disposal to the Lessor, provided that the person to whom the Disposal is made executes and delivers to the Lessor a deed poll prior to the Disposal by which that person agrees to assume all of the Lessee's obligations under this Lease.

12.2 Release of Lessee

The Lessee will be released from its obligations and liabilities under this Lease upon execution of a deed poll (in form and substance satisfactory to the Lessor) in accordance with clause 12.1.

13. LESSOR'S COVENANTS

13.1 Quiet Enjoyment

The Lessor covenants that the Lessee may peaceably hold and enjoy the Premises during the Term without any interruption (other than an interruption permitted by this Lease) by the Lessor or any person rightfully claiming through the Lessor.

13.2 Restriction on Lessor's Use of the Land

The Lessor must not, nor will it knowingly, permit any third party to do anything on the Land or otherwise, which is likely to cause interference to, or obstruct, interrupt or impede the use or operation of the Electricity Infrastructure or which may otherwise interfere with, injure, damage or destroy the Electricity Infrastructure, and (in the event of the Lessee advising the Lessor of any breach of this clause), the Lessor will take such action as is necessary to remove that interference (to the extent that it is within its power to do so).

13.3 Outgoings

The Lessor must pay all rates, duties, taxes, levies and charges relating to the Premises.

13.4 Dealing with the Land

The Lessor covenants with the Lessee not to sell, mortgage or otherwise deal with the Land without first:

- (a) giving to the Lessee written notice of its intention to so deal with the Land at least 30 days prior to completing such dealing; and
- (b) procuring agreement from the proposed purchaser, mortgagee or other interest holder in the Land requiring that party to be bound by the terms of this Lease.

13.5 Warranties

The Lessor warrants that it has full legal capacity to enter into this Lease so as to give it full force and legal effect according to its terms.

13.6 Provision of Services

The Lessor must use its best endeavours not to cause or permit any disruption to or disconnection of any supply of electricity, gas, water, telecommunication or other service to the Electricity Infrastructure or the Premises.

14. RIGHTS OF RENEWAL

14.1 Renewal request

Subject to clause 14.2, upon the written request of the Lessee made not less than 3 months prior to the expiration of the then current Term, the Term will be renewed and extended for the next period of renewal (if any) set out in Item 8 of the Reference Schedule.

14.2 Clause 14 deleted

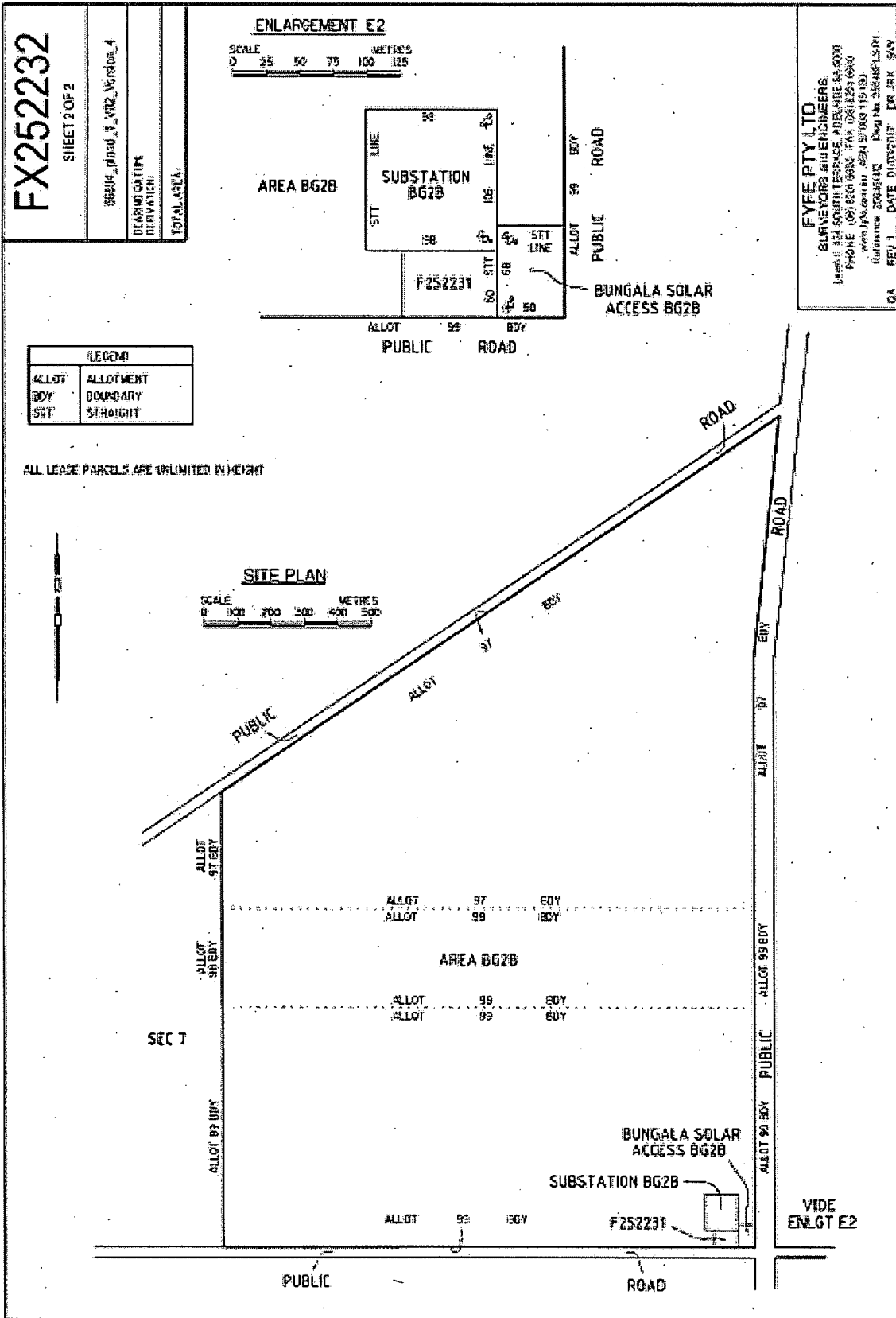
This clause 14 will be deemed deleted from this Lease upon the exercise of the last of the rights of renewal set out in Item 8 of the Reference Schedule.

15. MISCELLANEOUS

15.1 Governing Law

This Lease is governed by the laws of South Australia and the Lessor and the Lessee submit to the non-exclusive jurisdiction of the Courts of that State.

SCHEDULE 1 - LEASE PLAN





Executed as a deed.

The common seal of Bungala Aboriginal Corporation is attached in the presence of:

Walter C Bonbolt
Signature of authorised officer

WALTER CHARLOS BONBOLT
Name (please print)

L. Zada
Signature of authorised officer

LARI ZADA
Name (please print)

Executed by Bungala One Operations Pty Ltd
ACN 614 425 660 in accordance with section
127(1) of the Corporations Act 2001 (Cth):

Marko Kremer
Signature of director

Marko Kremer
Name (please print)

Harsimran Bal
Signature of director/secretary

HARSIMRAN BAL
Name (please print)

✓

Intentionally Blank

DATED: 7 April 2017 ✓

CERTIFICATION *Delete the inapplicable

Lessor

- * The Prescribed Person has taken reasonable steps to verify the identity of the lessor
- * The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document
- * The Prescribed Person has retained the evidence to support this Registry Instrument or Document
- * The Prescribed Person has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:



<Name of certifying party> ANDREW BARRY RITTER ✓

<Capacity of certifying party> REGISTERED CONVEYANCER.

For: <Company name> WARWICK CONVEYANCING.

On behalf of the Lessor

Lessee

The Lessee is self-represented.

- * The Prescribed Person has taken reasonable steps to verify the identity of the lessee
- * The Prescribed Person holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document
- * The Prescribed Person has retained the evidence to support this Registry Instrument or Document
- * The Prescribed Person has taken reasonable steps to ensure that the Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Signed By:



<Name of certifying party> LANA TIAN ✓

<Capacity of certifying party> SOLICITOR

For: <Company name> NORTON ROSE FULBRIGHT

On behalf of the Lessee