

BAROSSA WATER PROJECT

CUSTOMER CONTRACT FOR

PREMIUM WATER and/or OFF PEAK WATER

DATED / / 2017

CUSTOMER CONTRACT

AGREEMENT made on / /2017

BETWEEN

BAROSSA INFRASTRUCTURE LIMITED ACN 084 108 958 of Level 6, 81 Flinders Street
ADELAIDE SA 5000 (“**BIL**”)

AND

**THE PERSON WHO EXECUTES THIS AGREEMENT AS THE CUSTOMER IN PART 14
OF THIS AGREEMENT (“Customer”)**

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PART 1 - PRELIMINARY MATTERS

RECITALS

- A BIL has constructed the Pipeline in order to deliver water to the Barossa Valley Region.
- B. The Customer has applied to become a shareholder of BIL and for Water Entitlements.
- C. The Customer has paid the Application Fee, if requested to do so by BIL.
- D. BIL and the Customer agree to the terms and conditions set out below.

IT IS HEREBY AGREED

1 Definitions

In this Agreement unless the contrary intention appears

- 1.1 **Spot Water Entitlement** means in respect of each Customer the quantity of water that BIL agrees to deliver and the Customer agrees to take under **Clause 10**;
- 1.2 **Agreement** means this Agreement as amended from time to time and includes the Schedules;

- 1.3 **Adverse Effect** means a material and detrimental effect on any one or more of the following:
- 1.3.1 the growth, development and production of vines, grapes or other crops;
 - 1.3.2 humans or animals;
 - 1.3.3 the environment; or
 - 1.3.4 the productivity of the Land;
- 1.4 **Application Fee** means a non-refundable fee determined by BIL from time to time to assess the suitability of a proposed New Customer;
- 1.5 **Application Form** means the form prescribed by BIL from time to time by which a person applies for Water Entitlements and/or shares in BIL;
- 1.6 **assign or assignment** means a transfer, sale, conveyance or license of the Customer's rights and obligations under this Agreement to another person and includes any of the following:
- 1.6.1 any event (whether a single, series or succession of events) which results in the effective control of the Customer being held by persons other than those persons having effective control of the Customer as at the date the Customer agrees to be bound by this Agreement;
 - 1.6.2 any event (whether a single, series or succession of events) which results in the legal or beneficial ownership of the Customer being held by persons other than those persons having the legal or beneficial ownership of the Customer as at the date the Customer agrees to be bound by this Agreement;
- provided that **Clauses 1.6.1 and 1.6.2** do not apply if the Customer is a public company;
- 1.7 **Business Day** means any day that is not a Saturday or Sunday or public holiday pursuant to the Holidays Act 1910;
- 1.8 **Connection Fee** means a fee determined by BIL in its absolute discretion to be the market value at the time, of the right to the delivery of water under this Agreement;
- 1.9 **Customer** means the person to whom BIL agrees to deliver water under this Agreement who must be a holder of at least 1,750 ordinary shares in BIL for each megalitre of Premium Water entitlement and where the context requires, includes other such Customers of BIL;
- 1.10 **Delivery Commencement Date** means the date being 7 days from the date BIL notifies the Customer that the Pipeline is ready and able to deliver water to the Customer's Water Delivery Point under **Clause 15**;
- 1.11 **Dispute** means any disagreement between BIL and the Customer in connection with this Agreement or the subject matter of this Agreement;
- 1.12 **Dispute Notice** means any notice from BIL to the Customer or vice versa in relation to a Dispute and which complies with **Clause 32.1**;

- 1.13 **Dispute Resolution Procedure** means the procedure for resolving Disputes in **Clause 32**;
- 1.14 **Emergency** means any situation or event which is dangerous or potentially dangerous to humans, animals, property or the environment;
- 1.15 **Event of Default** means any one or more of the events specified in **Clause 37**;
- 1.16 **Excess Water** means any water taken by the Customer in excess of the Customer's Water Entitlements;
- 1.17 **Excusable Events** means any one or more of the events specified in **Clause 14**;
- 1.18 **Expiry Date** means 30 September 2040;
- 1.19 [deleted - not applicable to Customer];
- 1.20 **Force Majeure** means any event or circumstance which the affected party did not cause and is unable to prevent, control or influence by taking reasonable steps and includes without limitation, a change of law or Government policy, natural disasters and war;
- 1.21 **Full Price** means the charges specified in Schedule 1 payable in respect of the quantity of water taken by the Customer out of each Water Year's Premium Water Entitlement or Off Peak Water Entitlement;
- 1.22 **Further Term** means the 20 year period ending on 30 September 2060;
- 1.23 **Infrastructure Levy** means the fee specified in Schedule 2;
- 1.24 **Insolvent** means any one or more of the following:
- 1.24.1 unable to pay one's debts as and when they become due;
 - 1.24.2 in relation to a natural person, committing an act of bankruptcy or becoming bankrupt;
 - 1.24.3 in relation to a company, becoming an externally administered body corporate as defined in the Corporations Act 2001 or having a provisional liquidator appointed;
 - 1.24.4 any other similar event or process.
- 1.25 **Irrigation Management Plan** means any plan or plans required under the Water Resources Act 1997 or any other legislation by the Department of Heritage and Aboriginal Affairs or the Northern Adelaide and Barossa Water Catchment Board or the local government authority or any other authority in relation to the use and storage of water for irrigation purposes;
- 1.26 **Land** means the land owned or occupied by the Customer in relation to which water is supplied by BIL under this Agreement;
- 1.27 **Mediator** means the person appointed under **Clause 32** to resolve a Dispute;
- 1.28 **Mediation Notice** means a notice given under **Clause 32.3** and which complies with **Clause 32.4**;
- 1.29 **Meter** means the meter and all associated equipment for measuring the quantity of water supplied by BIL to the Customer to be installed by BIL at the Water Delivery Point;

- 1.30 **New Customer** means a Customer who is admitted under **Clause 21**;
- 1.31 **Notice of Renewal** means a notice by the Customer to BIL expressing the Customer's wish to extend its rights and obligations under this Agreement for the Further Term;
- 1.32 **Off Peak Period** means any one or more of the following periods in a Water Year:
- 1.32.1 1 October to 30 November; and
- 1.32.2 1 April to 30 September;
- 1.33 **Off Peak Water Entitlement** means the annual quantity of water that BIL agrees to deliver to the Customer during the Off Peak Period in each Water Year;
- 1.34 **Option Exercise Period** means the period commencing 18 months before the Expiry Date and ending 15 months before the Expiry Date;
- 1.35 **Original Customer** means a Customer who applied to become a Customer in response to the Prospectus issued by BIL in late 1999;
- 1.36 **Pipeline** means the "BV Water System" and that part of the "Infrastructure" constructed by BIL under the Water Transportation Agreement and all associated infrastructure including all minor pipelines from the main Pipeline to supply water to Customers and the Meter;
- 1.37 **Premium Water Entitlement** means the annual quantity of water that a Customer is entitled to have delivered to it in each Water Year in accordance with the Customer's shareholding in BIL, namely, 1 megalitre of water per 1750 ordinary shares, such entitlement being exclusive of and in addition to any Off Peak Water Entitlement of the Customer;
- 1.38 **Prospectus** means the Prospectus issued by BIL in October 1999;
- 1.39 **Quality Guidelines** means
- 1.39.1 the quality guidelines for irrigation water published by the Australia and New Zealand Environment and Conservation Council (ANZECC) as amended from time to time; and
- 1.39.2 total dissolved salts (salinity) of less than 800 parts per million.
- 1.40 **Reduced Price** means the charges specified in Schedule 1 payable in respect of the quantity of water not taken by the Customer out of each Water Year's Premium Water Entitlement or Off Peak Water Entitlement;
- 1.41 **SA Water** means the South Australian Water Corporation established under the *South Australian Water Corporation Act 1994*;
- 1.42 [deleted - not applicable to Customer];
- 1.43 **Special Resolution** has the same meaning as *special resolution* in the Corporations Act 2001;
- 1.44 **Suspension Reinstatement Fee** means a non refundable fee reasonably determined by BIL from time to time to re-commence delivery of water to a Customer whose entitlement to water has been suspended;

- 1.45 **Water Delivery Point** means the point determined by BIL under **Clause 16** on or about the boundary of the Customer's Land to be the point at which BIL will supply water to the Customer;
- 1.46 **Water Entitlements** means any one or more of the following water entitlements of the Customer under this Agreement:
- 1.46.1 the Premium Water Entitlement;
 - 1.46.2 the Off Peak Water Entitlement; and
 - 1.46.3 the Spot Water Entitlement.
- 1.47 **Water Transportation Agreement** means the Water Transportation Agreement entered into between BIL and SA Water; and
- 1.48 **Water Year** means the period commencing on the Delivery Commencement Date and ending on the following 30 September and thereafter each successive period of 12 months commencing on 1 October until the Expiry Date.

2 Interpretation

In this Agreement unless the contrary intention appears

- 2.1 the singular includes the plural and vice versa;
- 2.2 a gender includes all other genders;
- 2.3 a reference to a person includes a body corporate, partnership, unincorporated body and vice versa;
- 2.4 headings are for convenience only and do not affect the interpretation of this Agreement;
- 2.5 no rule of construction applies against a party because that party put forward this Agreement or any part of it;
- 2.6 a reference to a party:
- 2.6.1 if more than one, means each of them jointly and severally; and
 - 2.6.2 includes the successors and permitted assigns of that party;
- 2.7 if a provision of this Agreement would, but for this Clause, be unenforceable:
- 2.7.1 the provision must be read down to the extent necessary to avoid that result; and
 - 2.7.2 if the provision cannot be read down to that extent, it must be severed without affecting the validity and enforceability of the remainder of this Agreement;
- 2.8 a reference to a Clause means a clause of this Agreement;
- 2.9 a reference to legislation includes:
- 2.9.1 legislation repealing, replacing or amending that legislation;

- 2.9.2 any substituted legislation; and
- 2.9.3 all regulations, orders or instruments issued under that legislation;
- 2.10 a reference to dollars is a reference to Australian dollars;
- 2.11 a reference to time is a reference to South Australian time;
- 2.12 if this Agreement includes Schedules, the terms of this Agreement prevail over the terms of the Schedules.

PART 2 - CONTRACT

3 **[deleted - no longer applicable]**

4 Initial Term

This Agreement expires on the Expiry Date.

5 Further Term

If the Customer gives BIL a Notice of Renewal within the Option Exercise Period, the rights and obligations under this Agreement (except for the rights and obligations under this **Clause 5**) will be extended for the Further Term unless:

- 5.1 the Customer is in breach of this Agreement at the time of giving the Notice of Renewal;
- 5.2 the Customer commits a breach of this Agreement or an Event of Default between giving the Notice of Renewal and the Expiry Date; or
- 5.3 the term of the Water Transportation Agreement is not extended beyond its initial period.

PART 3 - DELIVERY OF WATER

6 Premium Water Entitlement

Subject to **Clause 8**, during each Water Year, BIL will deliver to the Customer's Water Delivery Point a sufficient quantity of water to enable the Customer to take its Premium Water Entitlement.

7 Off Peak Entitlement

Subject to **Clause 8**, during each Off Peak Period, BIL will deliver to the Customer's Water Delivery Point a sufficient quantity of water to enable the Customer to take its Off Peak Water Entitlement.

8 First Water Year

- 8.1 The Customer acknowledges that BIL may not be able to deliver to the Customer's Water Delivery Point a sufficient quantity of water during that first Water Year for the Customer to take its total Water Entitlements.
- 8.2 In relation to the Customer's first Water Year, the Customer's Premium Water Entitlement and/or Off Peak Water Entitlement will be varied in accordance with any notification by BIL to the Customer.

9 **Flow Rates and Pressure**

- 9.1 Subject to the occurrence of an Excusable Event, during the period 1 December to 31 March in each Water Year, BIL will deliver a sufficient quantity of water to the Customer's Water Delivery Point to enable the Customer to take a daily quantity equivalent to 2% of the Customer's Premium Water Entitlement at a minimum pressure rate of 10 metres of head.
- 9.2 When the total demand for Off Peak Entitlement water by all Customers has been determined, BIL will negotiate with SA Water an annual delivery schedule of water during the Off Peak Period.
- 9.3 Subject to **Clause 9.2**, during the Off Peak Period in each Water Year, BIL will use its best endeavours to deliver the Customer's Off Peak Water Entitlement and the balance of any Premium Water Entitlement at the same daily quantity and pressure as in **Clause 9.1**. Notwithstanding anything else in this **Clause 9**, BIL will during the Off Peak Period, deliver to the Customer's Water Delivery Point a sufficient quantity of water to enable the Customer to take a monthly quantity of water equivalent to 12.5% of the Customer's Off Peak Water Entitlement.
- 9.4 Nothing in this **Clause 9** obliges BIL to deliver or entitles the Customer to take more water than its Water Entitlements allow.

10 **Spot Water**

- 10.1 Subject to **Clause 10.2** if requested by the Customer, BIL may agree to deliver to the Customer's Water Delivery Point a quantity of water in addition to the Customer's Premium Water Entitlement and Off Peak Water Entitlement on such terms and conditions as BIL sees fit.
- 10.2 The entire quantity of Spot Water that BIL agrees to deliver to the Customer must be paid for at the agreed rates regardless of whether or not the Customer takes all of that water.

11 **Excess Water**

The Customer will not take any water from its Water Delivery Point in excess of its Water Entitlements.

12 **Water Quality**

- 12.1 BIL must ensure that SA Water is obliged under the Water Transportation Agreement to:
- 12.1.1 provide to BIL true copies of all reports that SA Water customarily and systematically prepares in relation to water quality in the Warren Reservoir for SA Water's domestic water supply responsibilities.
 - 12.1.2 make representations to the relevant Catchment Management Board on behalf of BIL, if BIL is concerned that activities in the Warren Reservoir Catchment may cause contamination of the water in the Warren Reservoir that may be detrimental to the growth, development and production of vines, grapes or other crops in the Barossa Valley.
- 12.2 BIL must diligently review the reports received under **Clause 12.1.1** and regularly monitor the salinity of the water it draws from the Warren Reservoir.
- 12.3 If such monitoring reveals that the water drawn from the Warren Reservoir materially breaches the Quality Guidelines BIL must immediately notify the Customer of such fact and promptly do the following:

- 12.3.1 carry out further and more extensive sampling;
 - 12.3.2 investigate the causes for the deterioration in the water quality;
 - 12.3.3 notify SA Water; and
 - 12.3.4 keep the Customer informed of the above matters.
- 12.4 BIL must stop the delivery of water and notify the Customer immediately upon BIL becoming aware of any Adverse Effect or likelihood thereof in relation to the water it supplies.

13 Use and Storage of Water

- 13.1 The Customer will not use the water delivered by BIL for drinking, food preparation or any other domestic use.
- 13.2 The Customer will not take, store or use the water supplied by BIL:
- 13.2.1 unless the Customer has all necessary permits, licences and approvals;
 - 13.2.2 other than in accordance with all applicable laws; and
 - 13.2.3 other than in accordance with the Customer's approved Irrigation Management Plan, when, and if, applicable.
- 13.3 The Customer is responsible for making its own inquiries and investigations regarding the water delivered by BIL including without limitation regarding:
- 13.3.1 its suitability for the irrigation of grape vines or any other crops;
 - 13.3.2 its effect on the growth or yield of grape vines or any other crops;
 - 13.3.3 its effect on the productivity, fertility and general condition of the Land.

14 Excusable Events

BIL may stop or reduce the quantity of water, the daily quantities and/or the pressure rates at which water is delivered to the Customer upon the occurrence of any one or more of the following events:

- 14.1 if BIL is unable to deliver water due to a Force Majeure;
- 14.2 if BIL does not have the necessary licences, permits and approvals or renewals thereof in order to take water from the River Murray and transport, sell and deliver water to the Customer as contemplated in this Agreement;
- 14.3 if SA Water fails to deliver the contracted quantities of water under the Water Transportation Agreement or otherwise fails to comply with that agreement;
- 14.4 an event which entitles or allows SA Water to stop or reduce the quantity of water, daily quantities and/or the pressure rates at which water is delivered to or for BIL under the Water Transportation Agreement;
- 14.5 if the quantities, flow rates or pressure at which water is delivered by SA Water to or for BIL are such that it is necessary, practical or desirable for BIL to stop or reduce the quantity of water, the daily quantities and/or the pressure at which water is delivered to the Customer;

- 14.6 during routine inspection, cleaning, maintenance, repairs and other works but such stoppage or reduction in supply may not exceed a total of 18 hours in any period of 7 consecutive days;
- 14.7 during any inspection, cleaning, maintenance, repairs and other works necessary or desirable and which were not attributable to any negligent act or omission of BIL;
- 14.8 in the event of an Emergency;
- 14.9 if it is discovered that the water supplied by BIL does or may have an Adverse Effect.

PART 4 - EQUIPMENT AND INFRASTRUCTURE

15 Pipeline

- 15.1 BIL must complete any modifications or adjustments required to the Pipeline to enable it to supply water to the Customer's Water Delivery Point by the date nominated by BIL as the date by which BIL will be able to commence delivery of water to the Customer, such date to be notified to the Customer at the same time BIL admits the Customer under **Clause 21**.
- 15.2 BIL must notify the Customer within 14 days of completing any modifications or adjustments required to the Pipeline under the preceding sub-clause.

16 Water Delivery Point

- 16.1 BIL must determine and notify the Customer of the location of the Customer's Water Delivery Point as soon as practicable.
- 16.2 The Customer may within 14 days of receiving BIL's notification request an alternative Water Delivery Point.
- 16.3 BIL must consider the Customer's request but has no obligation to grant the request for an alternative Water Delivery Point.
- 16.4 If BIL decides to grant the Customer's request for an alternative Water Delivery Point, it may do so on any conditions it sees fit including that the Customer agrees to pay any increase in the cost incurred by BIL to supply water to the alternative Water Delivery Point.
- 16.5 The Customer may at any time request more than 1 Water Delivery Point. BIL may but has no obligation to grant any such request.
- 16.6 If BIL decides to grant the Customer's request for more than 1 Water Delivery Point, BIL may do so on any conditions it sees fit including that the Customer agrees to pay for all the costs incurred by BIL to supply water to more than 1 Water Delivery Point.

17 Maintenance of Pipeline

- 17.1 BIL must regularly inspect, clean and maintain the Pipeline, make any repairs and replace any parts necessary to ensure that the Pipeline functions effectively and efficiently.
- 17.2 BIL may enter the Customer's Land at any time, but will endeavour to provide prior notice to the Customer where it is reasonably practicable to do so, to check, repair, read, adjust and do any other necessary works to the Meter provided that BIL exercises all due care.

18 **Customer's Equipment**

18.1A Customer connections to the network are to be carried out by a suitably qualified and accredited contractor nominated by BIL (to ensure the contractor is properly qualified to undertake the work).

BIL will be responsible for arranging the contractor to undertake the work. The new Customer will be responsible for and pay the nominated contractor directly for the work.

18.1 The Customer is responsible for constructing, installing, maintaining, repairing and replacing its own pipes, connections, irrigation equipment and storage facilities to receive, store, re-pressurise (where necessary) and use the water supplied by BIL.

18.2 BIL will install backflow prevention valves and other such devices as it sees fit.

18.3 The Customer may not use any in-line toxic chemicals or do anything which may result in any solid, liquid or gaseous material being introduced into the water in the Pipeline without first installing the necessary air gap protection and other devices prescribed by BIL.

18.4 The Customer may not directly or indirectly connect a pumping unit (pump and motor set either electrified or otherwise powered) to the Pipeline.

19 **Notice of Defects**

19.1 The Customer must notify BIL as soon as it becomes aware of any likelihood of any one or more of the following:

19.1.1 damage, malfunction or any other impairment to the Pipeline;

19.1.2 any matter, event or thing which may result in damage, malfunction or any other impairment to the Pipeline;

19.1.3 any matter, event or thing which may contaminate or affect the quality, constitution or composition of the water in the Pipeline;

19.1.4 any Adverse Effect in relation to the water supplied by BIL; or

19.1.5 any Emergency.

19.2 Unless there is an Emergency the Customer may not handle, manipulate, tamper with, attempt to repair or connect anything to the Pipeline without first obtaining BIL's approval.

PART 5 - MANAGEMENT OF PIPELINE

20 **General Management**

20.1 BIL must manage and operate the Pipeline and the supply of water to Customers in accordance with the following objectives:

20.1.1 the provision of water for supply to Customers at the lowest sustainable prices;

20.1.2 the promotion of efficient and sustainable water practices by Customers and BIL; and

20.1.3 the preservation and protection of the environment and the quality of land and water resources in the Barossa Valley region.

- 20.2 Without limiting **Clause 20.1**, BIL must plan, consider and implement:
 - 20.2.1 strategies for increasing the amount of water available for appropriate supply to Customers;
 - 20.2.2 strategies to enhance the quality of the water supplied to Customers;
 - 20.2.3 strategies for the supply of water more effectively and efficiently;
 - 20.2.4 strategies to promote efficient water practices by Customers;
 - 20.2.5 strategies to enhance and prolong the efficiency, effectiveness and longevity of the Pipeline; and
 - 20.2.6 financial strategies and goals to enhance the viability and longevity of BIL's ability to continue supplying water to Customers.

PART 6 - NEW CUSTOMERS

21 Admission of New Customers

- 21.1 BIL may from time to time admit any person who applies to be a Customer if:
 - 21.1.1 the applicant pays the Application Fee (which fee is to be non-refundable) in advance at the time of making the application;
 - 21.1.2 BIL receives from the applicant a completed Application Form containing the required information;
 - 21.1.3 BIL is satisfied that the delivery of water to the applicant is feasible and is unlikely to adversely affect the effective and efficient supply of water to Customers;
 - 21.1.4 the applicant satisfies BIL that it is likely to be able to comply with all the financial and other obligations of a Customer of BIL;
 - 21.1.5 the applicant satisfies BIL that it is likely to use a sufficient amount of water so that it will be cost effective for BIL to supply the applicant;
 - 21.1.6 the applicant pays the Connection Fee;
 - 21.1.7 the applicant executes all agreements required by BIL;
 - 21.1.8 the applicant pays all the reasonable legal, accounting, engineering and other costs of and incidental to BIL assessing the feasibility and desirability of supplying water to the applicant;
 - 21.1.9 the applicant pays all reasonable construction, engineering and other costs of and incidental to BIL determining and supplying water to the applicant's Water Delivery Point;
 - 21.1.10 the applicant was not a previous Customer whose supply of water had been disconnected under **Clause 40.1** in the 12 months preceding the application;
 - 21.1.11 the applicant has an approved Irrigation Management Plan (if applicable).
- 21.2 Subject to **Clause 21.1**, BIL may prescribe other procedures and requirements for the admission of New Customers.

- 21.3 A person who applies to become a Customer under this **Clause 21** does not become one until the later of the following:
- 21.3.1 BIL notifies the applicant that it is admitted as a Customer;
 - 21.3.2 the applicant does all things and pays all money contemplated in **Clause 21.1**; and
 - 21.3.3 the applicant becomes a holder of 1,750 ordinary shares in BIL for every megalitre of Premium Water Entitlement water applied for.

PART 7 - ASSIGNMENT

22 Assignment to New Customers

- 22.1 The Customer may not assign any of its rights and obligations under this Agreement to any person who is not already a Customer, without the prior written consent of BIL.
- 22.2 BIL must not unreasonably withhold its consent to an assignment under this **Clause 22.1** if:
- 22.2.1 all of the matters in **Clause 21** are satisfied by or in relation to the proposed assignee becoming a New Customer except for the requirement to pay the Connection Fee;
 - 22.2.2 the Customer pays all monies payable and complies with all obligations to be performed by the Customer under this Agreement up to the date of assignment;
 - 22.2.3 the Customer and the proposed assignee execute all agreements and do all things reasonably required by BIL to ensure that the proposed assignee is bound by all the Customer's obligations under this Agreement; and
 - 22.2.4 the Customer and the proposed assignee provide all documents and information reasonably required by BIL to assess and process the proposed assignment.
- 22.3 An assignment under this **Clause 22** may be of all or part of a Customer's Water Entitlements provided that the quantity assigned is in multiples of megalitres.
- 22.4 An assignment under this **Clause 22** is not effective until the later of the following events:
- 22.4.1 BIL notifies the proposed assignee that it consents to the assignment;
 - 22.4.2 all of the requirements in this **Clause 22** have been complied with; and
 - 22.4.3 the proposed assignee becomes a holder of 1,750 ordinary shares in BIL for every megalitre of Premium Entitlement Water assigned.

23 Sale of Land

- 23.1 A Customer who sells its Land or its right to occupation of the Land may assign all of its rights and obligations under this Agreement to the purchaser without having to seek BIL's prior consent.
- 23.2 The Customer must notify BIL of the details of the purchaser and the date of settlement of the sale of the Land as soon as those details are available.

- 23.3 The Customer must transfer the necessary proportion of the Customer's shares in BIL to the purchaser and ensure that the purchaser signs all agreements and does all things reasonably required by BIL so that the purchaser is bound by all of the Customer's obligations under this Agreement when the purchaser becomes the registered proprietor of the Land.
- 23.4 An assignment under this **Clause 23** is not effective until the later of the following events:
- 23.4.1 all of the requirements in this **Clause 23** have been complied with; and
- 23.4.2 the proposed assignee becomes a holder of 1,750 ordinary shares in BIL for every megalitre of Premium Entitlement Water assigned.

24 **Temporary Assignment Between Customers**

- 24.1 A Customer ("**transferor**") may at any time assign part of or all of its rights and obligations under this Agreement to another Customer ("**transferee**") provided that:
- 24.1.1 the quantity of water assigned is in multiples of megalitres;
- 24.1.2 BIL is satisfied that the delivery of the assigned quantity of water to the transferee is feasible and unlikely to adversely affect the effective and efficient delivery of water to any other Customer;
- 24.1.3 the transferee executes all agreements reasonably required by BIL so that the purchaser is bound by the transferor's obligations under this Agreement; and
- 24.1.4 the transferee pays all costs associated with supplying the assigned quantity of water to the transferee.
- 24.2 Assignments under this **Clause 24** may have effect in relation only to the Water Year in which it occurs or, a specified number of Water Years ("**Assignment Period**") provided that if the transferor assigns all of its Premium Water Entitlement for an Assignment Period of 5 years or more (including a series of consecutive Assignment Periods totalling 5 years or more), the transferor must also transfer all of its shares in BIL to the transferee.
- 24.3 BIL has no obligation to supply the assigned quantity of water to the transferee until all of the conditions referred to in **Clause 24.1** are satisfied and the transferor and the transferee both notify BIL of:
- 24.3.1 the assignment;
- 24.3.2 the effective date of the assignment;
- 24.3.3 what quantity of water and which of the transferor's Water Entitlements are being assigned; and
- 24.3.4 the Assignment Period.
- 24.4 The transferor's and transferee's respective Water Entitlements will be adjusted accordingly for the duration of the Assignment Period. For example, if the transferor's Premium Water Entitlement is being assigned, the transferor's Premium Water Entitlement will be reduced and the transferee's Premium Water Entitlement will be increased by the quantity of water assigned.

24A **Multiple Holdings**

- 24A.1 The Customer and BIL acknowledge that if the Customer has entered into more than one agreement with BIL for the delivery of water, the Customer is considered to be a separate Customer in respect of each such agreement.
- 24A.2 The Customer may at any time request BIL to deliver its Water Entitlements under this Agreement or any part thereof to other land owned or occupied by the Customer.
- 24A.3 If the Customer does not have an existing agreement for the delivery of water by BIL to that other land, the Customer's request will be dealt with by BIL under **Clause 22** as if it was an assignment of the Customer's Water Entitlements to a New Customer.
- 24A.4 If the Customer has an existing agreement for the delivery of water by BIL to that other land, the Customer's request will be dealt with as if it was an assignment of the Customer's Water Entitlements to another Customer under **Clause 24**.
- 24A.5 The Customer acknowledges that if it applies for further Water Entitlements in addition to the Water Entitlements under this Agreement (whether such application is in respect of the Land or other land owned or occupied by the Customer), the Customer's application will be dealt with by BIL under **Clause 21**, in that, the Customer will be applying to be a New Customer in respect of the further Water Entitlements.

25 **Assignment by BIL**

BIL may assign its rights and obligations under this Agreement only if the shareholders of BIL approve the proposed assignment by a Special Resolution made in accordance with BIL's Constitution.

PART 8 - FEES AND CHARGES

26 **Water Charges**

- 26.1 The Customer must pay the Full Price specified in Schedule 1 as amended from time to time in respect of the quantity of water taken by the Customer in each Water Year out of its Premium Water Entitlement and Off Peak Water Entitlement.
- 26.2 The Customer must pay the Reduced Price specified in Schedule 1 as amended from time to time in respect of the quantity of water not taken by the Customer in each Water Year out of its Premium Water Entitlement and Off Peak Water Entitlement.
- 26.3 The Customer must pay the charges specified in Schedule 1 as amended from time to time in respect of all Excess Water taken in each Water Year.

27 **Variation to Water Charges**

- 27.1 All the charges specified in Schedule 1 will vary by the same proportion and take effect at the same time as any variation in the charges BIL is liable to pay under the Water Transportation Agreement
- 27.2 On or about 30 August of each year, BIL will issue a new Schedule 1 containing the prices as revised in accordance with **Clause 27.1**.

28 **Infrastructure Levy**

- 28.1 The Customer must pay the Infrastructure at the times specified in Schedule 2, subject to any changes to that Schedule made in accordance with **Clause 28.2**.
- 28.2 BIL reserves the right to amend both the times specified for payment of the Infrastructure Levy, and the amount of the Infrastructure Levy, provided that any such change which in BIL's reasonable opinion would materially disadvantage the Customer must first be approved by a Special Resolution of the shareholders of BIL who are Customers, in accordance with the Constitution of BIL.

29 **Meter Reading**

- 29.1 BIL may read the Meter at any time.
- 29.2 BIL will read the Meter on or about 30 November, 31 January, 31 March and 30 September of each Water Year.
- 29.3 The quantity of water taken, dates and times and other information obtained from the Meter readings are deemed to be accurate and correct unless otherwise proved by the Customer.
- 29.4 BIL will on request by the Customer test the Meter at the cost and expense of the Customer. If the testing reveals that the Meter is inaccurate by more than 5%, BIL will pay for the cost and expense of the testing and also the cost and expense of repairing or replacing the Meter.
- 29.5 All water taken during an Off Peak Period in a Water Year will be considered to be taken from the Customer's Spot Water Entitlement (if any) until that entitlement is exhausted, then the Customer's Off Peak Water Entitlement (if any) until that entitlement is exhausted, then the Customer's Premium Water Entitlement until that entitlement is exhausted and then any other water taken will be considered to be Excess Water taken by the Customer.
- 29.6 All water taken during other periods in a Water Year will be considered to be taken from the Customer's Spot Water Entitlement (if any) until that entitlement is exhausted, then the Customer's Premium Water Entitlement until that entitlement is exhausted and then any other water taken will be considered to be Excess Water taken by the Customer.

30 **Invoices**

- 30.1 As soon as possible after each Meter reading, BIL will issue an invoice to the Customer.
- 30.2 The invoice in respect of the 30 November meter reading will contain the following information:
 - 30.2.1 the meter readings;
 - 30.2.2 the quantity of Spot Water agreed to be taken by the Customer during the 2 month period preceding the meter reading and the price payable with respect to that water;
 - 30.2.3 the quantity of any Off Peak Water Entitlement water taken by the Customer during the 2 month period preceding the meter reading and the Full Price payable in respect of that water taken;
 - 30.2.4 the quantity of any Premium Water Entitlement water taken by the Customer during the 2 month period preceding the meter reading and the Full Price payable in respect of that water taken;

- 30.2.5 the quantity of any Off Peak Water Entitlement and Premium Water Entitlement water remaining available to the Customer;
 - 30.2.6 the quantity of any Excess Water taken by the Customer and the price payable in respect of that water taken; and
 - 30.2.7 the total amount payable by the Customer.
- 30.3 The invoice in respect of the 31 January meter reading will contain the following information:
- 30.3.1 the meter readings;
 - 30.3.2 the quantity of Spot Water agreed to be taken by the Customer during the 2 month period preceding the meter reading and the price payable with respect to that water;
 - 30.3.3 the quantity of any Premium Water Entitlement water taken by the Customer during the 2 month period preceding the meter reading and the Full Price payable in respect of that water taken;
 - 30.3.4 the quantity of any Premium Water Entitlement water remaining available to the Customer;
 - 30.3.5 the quantity of any Excess Water taken by the Customer and the price payable in respect of that water taken;
 - 30.3.6 the total amount payable by the Customer.
- 30.4 The invoice in respect of the 31 March meter reading will contain the following information:
- 30.4.1 the meter readings;
 - 30.4.2 the quantity of Spot Water agreed to be taken by the Customer during the 2 month period preceding the meter reading and the price payable with respect to that water;
 - 30.4.3 the quantity of any Premium Water Entitlement water taken by the Customer during the 2 month period preceding the meter reading and the Full Price payable in respect of that water taken;
 - 30.4.4 the quantity of any Premium Water Entitlement water remaining available to the Customer;
 - 30.4.5 the quantity of any Excess Water taken by the Customer and the price payable in respect of that water taken;
 - 30.4.6 the total amount payable by the Customer.
- 30.5 The invoice in respect of the 30 September meter reading will contain the following information:
- 30.5.1 the meter readings;
 - 30.5.2 the quantity of Spot Water agreed to be taken by the Customer during the 6 month period preceding the meter reading and the price payable with respect to that water;
 - 30.5.3 the quantity of any Off Peak Water Entitlement water taken by the Customer during the 6 month period preceding the meter reading and the Full Price payable in respect of that water taken;

- 30.5.4 the quantity of any Premium Water Entitlement water taken by the Customer during the 6 month period preceding the meter reading and the Full Price payable in respect of that water taken;
- 30.5.5 the quantity of any Off Peak Water Entitlement and Premium Water Entitlement water remaining available to the Customer and the Reduced Price payable in respect of that water not taken;
- 30.5.6 the quantity of any Excess Water taken by the Customer and the price payable in respect of that water taken;
- 30.5.7 the total amount payable by the Customer.
- 30.6 Invoices will also include requirement to pay Infrastructure Levies on the dates prescribed in Schedule 2.
- 30.7 All invoices must be paid in full within 14 days of receipt by the Customer.

31 **Default Interest**

Any invoice which remains outstanding whether in full or partially will incur interest at the rate being 2 percentage points above the prime lending rate charged by the Commonwealth Bank of Australia on overdrafts of \$100,000 or more which interest will accrue from day to day on the amount outstanding from the due date until that amount is paid.

PART 9 - DISPUTE RESOLUTION

32 **Dispute Resolution Procedure**

- 32.1 In the event of any Dispute, either BIL or the Customer may give to the other party a Dispute Notice which must contain:
 - 32.1.1 reasonable details of the general nature of Dispute; and
 - 32.1.2 reasonable details of the outcome desired by the party giving the notice.
- 32.2 If BIL and the Customer are unable to resolve the Dispute after 14 days from the receipt of the Dispute Notice, either of them may at any time notify the other party that the Dispute is to be referred to mediation.
- 32.3 If the parties fail to agree on a mediator within 14 days, either party may give a notice to the President of the Law Society of South Australia.
- 32.4 The Mediation Notice must contain:
 - 32.4.1 reasonable details of the general nature of the Dispute;
 - 32.4.2 reasonable details of the outcome desired by the party issuing the notice; and
 - 32.4.3 a request that the President of the Law Society of South Australia appoint a suitable person to act as mediator.
- 32.5 The person appointed by the President of the Law Society of South Australia must not have a vested interest in the outcome of the Dispute.
- 32.6 The Mediator must notify the parties as soon as possible of his or her:
 - 32.6.1 appointment;

32.6.2 general background and experience; and

32.6.3 fees and charges and other terms of appointment.

32.7 If required by the Mediator, BIL and the Customer must sign a mediation agreement in which they agree to abide by any determination of the Mediator under **Clause 32.14** and any other reasonable terms of the Mediation.

32.8 The Mediator must promptly set a time, date and place agreeable to the parties for the mediation to take place.

32.9 The Mediator must also set a timetable for the submission of statements of issues and documents to the Mediator and their exchange between the parties before the mediation.

32.10 The Mediator may if agreed to by the parties obtain assistance from any expert in relation to any technical aspects of the Dispute.

32.11 BIL and the Customer must attend the mediation and cooperate with the Mediator's instructions and use their best endeavours in good faith to negotiate a resolution to the Dispute.

32.12 BIL and the Customer may be represented or assisted by any legal practitioner or any other person at the mediation.

32.13 BIL and the Customer agree that all information and documents exchanged and statements made in connection with the mediation are confidential between the parties and on a without prejudice basis.

32.14 The Mediator must determine how his or her fees and any other costs associated with the mediation (including any costs in relation to expert advice and assistance obtained by the Mediator with the agreement of the parties) are to be shared between BIL and the Customer and BIL and the Customer must abide by any such determination of the Mediator. BIL and the Customer must meet their own costs of the mediation.

32.15 The Mediator has no power to make any binding decisions with respect to resolving the Dispute. His or her role is to attempt to facilitate a negotiated settlement between BIL and the Customer.

33 **Commencing Legal Proceedings**

33.1 BIL and the Customer agree not to commence any legal proceedings in relation to any Dispute until they have used their best endeavours in good faith to resolve the Dispute by complying with the Dispute Resolution Procedure and the Dispute Resolution Procedure has expired.

33.2 For the purposes of this Agreement, the Dispute Resolution Procedure expires at the end of 90 days after a Dispute Notice is given under this Agreement.

34 **Pending Resolution**

Pending the determination of any Dispute, all parties to the Dispute must continue to perform all their obligations under this Agreement until the Dispute is resolved.

35 **Urgent Interlocutory Relief**

Nothing in this Agreement prohibits any party from seeking urgent interlocutory relief from a Court where failure to obtain such relief would cause irreparable harm to that party.

PART 10 - DEFAULT AND TERMINATION

36 Default of Customer

- 36.1 BIL may give the Customer a notice of default if the Customer breaches any of its obligations under this Agreement.
- 36.2 The notice of default must specify in reasonable detail the breach complained of and stipulate a reasonable time for the breach to be rectified and in the case of the failure to pay any monies payable under this Agreement the period of 14 days is deemed to be reasonable.
- 36.3 If the Customer disputes the default the Customer must give a Dispute Notice to BIL within the time stipulated for the breach to be rectified upon which that time will be deemed to be extended until the Dispute Resolution Procedure expires.
- 36.4 The Customer may not give a Dispute Notice in relation to any notice of default received from BIL except in accordance with **Clause 36.3**.

37 Events of Default of Customer

The Customer commits an event of default if:

- 37.1 it fails to rectify the default within the time stipulated in a notice of default given by BIL under **Clause 36**; or
- 37.2 it becomes Insolvent.

38 Suspension

- 38.1 If the Customer commits an Event of Default, BIL may suspend the delivery of water to the Customer until the default is rectified. Once the default has been rectified BIL will endeavour to end the suspension as soon as reasonably practicable.
- 38.2 In addition to rectifying the default, the Customer must pay the Suspension Reinstatement Fee before BIL is obliged to re-commence the delivery of water to the Customer.

39 Termination by BIL

- 39.1 BIL may terminate a Customer's rights under this Agreement whose delivery of water has been suspended for more than 90 days and whose default has not been rectified, by written notice to the Customer.
- 39.2 The Customer's rights under this Agreement cease immediately upon receipt of the notice from BIL under **Clause 39.1**.

40 Consequences of Termination on Customer

- 40.1 BIL may at any time after the termination of a Customer's rights under this Agreement enter the Customer's Land to disconnect and remove the Pipeline but will endeavour to provide prior notice to the Customer, where it is reasonably practicable to do so, and carry out all works necessary to stop the delivery of water to the Customer.
- 40.2 Notwithstanding the termination, the Customer remains liable for:
- 40.2.1 all the costs of and incidental to BIL's works under **Clause 40.1**;
- 40.2.2 all fees, charges and other obligations under this Agreement up to the date of termination; and

40.2.3 the Infrastructure Levy as if the termination had not occurred subject to BIL's obligation to mitigate its loss by endeavouring to find a replacement Customer.

40.3 For the avoidance of doubt, clause 40.2.3:

40.3.1 ceases to apply once a replacement Customer has been found, to the extent that the original Customer will not be liable to pay the Infrastructure Levy, once a replacement Customer has been found and becomes liable for payment of the Infrastructure Levy; and

40.3.2 only applies where the Customer Contract is terminated by BIL for a breach under clause 39 (and not in the circumstances where the Customer terminates under clause 42).

41 **Default of BIL**

41.1 If BIL fails to comply with **Clause 9** for more than 50 days in any Water Year and as a result thereof, the Customer is unable to take in full any of its Water Entitlements, the Customer will not be liable to pay the Reduced Prices specified in Schedule 1 in respect of that water not taken.

41.2 If BIL fails to deliver any water to the Customer for an entire Water Year, the Customer will not be liable for the Infrastructure Levy in respect of that Water Year.

41.3 If the Customer has paid to BIL the charges which it is not liable for under **Clause 44.1 or 44.2**, BIL may either refund the monies or credit that amount against any other charges which the Customer is liable for.

42 **Termination by Customer**

42.1 The Customer may terminate this Agreement by written notice to BIL in any one or more of the following events:

42.1.1 BIL fails to comply with **Clause 15**;

42.1.2 BIL fails to deliver to the Customer any water for 3 consecutive Water Years;

42.1.3 BIL is liquidated under the provisions of the Corporations Act 2001; or

42.1.4 the Water Transportation Agreement expires or is terminated with no reasonable likelihood of that agreement being reinstated or an alternative source of delivery of water being established.

42.2 The termination is effective from the date of BIL's receipt of the notice from the Customer.

42.3 BIL may at any time after the termination of this Agreement by the Customer enter the Customer's Land to disconnect and remove the Pipeline and carry out all works necessary to stop the delivery of water to the Customer.

42.4 Notwithstanding the termination, the Customer remains liable for all fees, charges and other obligations under this Agreement up to the date of termination.

PART 11 - BIL'S LIABILITY

43 **Water Transportation Agreement**

43.1 The Customer acknowledges that BIL's ability to perform its obligations under this Agreement is dependent on SA Water performing its obligations under the Water Transportation Agreement.

- 43.2 Notwithstanding anything else in this Agreement, BIL may terminate this Agreement without any liability whatsoever to the Customer by written notice to the Customer if the Water Transportation Agreement expires or terminates for whatever reason.
- 43.3 Notwithstanding anything else in this Agreement, BIL will not be liable to the Customer for any loss or damage if BIL is unable to perform any of its obligations under this Agreement as a result, directly or indirectly, of the terms of the Water Transportation Agreement or SA Water failing to perform its obligations under the Water Transportation Agreement.

44 **Quality of Water**

- 44.1 BIL does not warrant that the water it delivers to the Customer is:
- 44.1.1 fit for irrigating grape vines or other crops;
 - 44.1.2 fit for any other purpose or use;
 - 44.1.3 free from any Adverse Effects.
- 44.2 Provided that BIL complies with its obligations under **Clause 12**, the Customer releases BIL to the full extent permitted by law from any liability for any loss suffered by the Customer arising directly or indirectly out of the quality, composition or constituency of the water delivered by BIL or the presence of any chemicals, particles, minerals or other substances in that water.
- 44.3 Provided that BIL complies with its obligations under **Clause 12**, the Customer indemnifies BIL to the fullest extent permitted by law against any liability for any loss suffered by any third person arising directly or indirectly out of the quality, composition or constituency of the water delivered by BIL or the presence of any chemicals, particles, minerals or other substances in that water.

45 **Failure to Deliver Water**

- 45.1 BIL will not be liable to the Customer for any loss arising out of BIL's failure to deliver water if the failure is due to an Excusable Event.
- 45.2 If BIL's failure is due to any other reason BIL's liability (if any) will be determined in accordance with **Clause 46**.

46 **Breach of Contract or Negligence**

If BIL causes any loss to the Customer due to:

- 46.1 any breach of this Agreement including a fundamental breach; or
- 46.2 any tortious conduct,

BIL's liability (if any) for such loss will be limited to a maximum of an amount calculated by the following formula:

$$5 \times [(FP \times PWE) + (FP \times OPWE)]$$

where: FP is the Full Price payable at the time of the breach or tortious conduct;

PWE is the Customer's total Premium Water Entitlement at the time of the breach or tortious conduct; and

OPWE is the Customer's total Off Peak Water Entitlement at the time of the breach or tortious conduct.

PART 12 - GENERAL MATTERS

47 Good Faith

BIL and the Customer agree to conduct themselves and deal with each other in good faith in order to give effect to the terms of this Agreement.

48 Force Majeure

A party who is unable to perform any of its obligations under this Agreement because of a Force Majeure is not liable for any loss or damage arising from that failure if that party:

48.1 immediately gives the other party a written notice explaining the failure and identifying the Force Majeure; and

48.2 uses all reasonable endeavours to overcome the Force Majeure.

49 Waiver

A right under this Agreement may be waived only by written notice.

50 Amendment

BIL may amend the terms of this Agreement at any time provided that such amendment is:

50.1 applied to all Customers; and

50.2 approved by a Special Resolution of the shareholders of BIL who are Customers, in accordance with the Constitution of BIL.

51 Prior Negotiations

This Agreement supersedes all prior negotiations, agreements, arrangements and understandings.

52 Governing Law

This Agreement is governed by the laws in South Australia and the parties submit to the exclusive jurisdiction of the Courts of South Australia.

53 Counterparts

This Agreement may be executed in any number of counterparts.

54 Goods and Services Tax

54.1 The parties agree that all fees, prices and other amount payable by the Customer under this Agreement are exclusive of any GST (“**GST Exclusive Price**”).

54.2 Subject to **Clause 54.3**, BIL may from 1 July 2000 increase any **GST Exclusive Price** to be inclusive of GST so that after BIL pays the GST, BIL will have received an amount equal to the **GST Exclusive Price**.

Example:

If the **GST Exclusive Price** is \$100, BIL may increase the price under **Clause 54.2** to \$110 so that after BIL pays the GST ($1/11 \times \$110 = \10), BIL will have received the net amount of \$100.

54.3 BIL must:

54.3.1 if requested by the Customer, provide to the Customer written evidence that BIL is a Registered Person; and

54.3.2 provide to the Customer invoices and other information in a format which enables the Customer, if entitled, to obtain credits for or otherwise recover the costs of the GST paid by the Customer.

54.4 In this **Clause 54**:

54.4.1 “**GST**” means any tax imposed under the *A New Tax System (Goods and Services Tax) Act 1999* or any similar legislation; and

54.4.2 “**Registered Person**” means a person or other entity registered for the purposes of the GST.

55 **Other Agreements**

Nothing in this Agreement prevents BIL from agreeing to deliver water to any person who is not a shareholder of BIL on any terms and conditions BIL sees fit.

56 **Relationship**

Nothing in this Agreement creates a relationship of principal and agent, employer and employee, partnership or of joint venture between the parties.

57 **Notice**

57.1 A notice under this Agreement is deemed to have been given and received if it is in writing and signed by the sender or its agent and is:

57.1.1 delivered to the recipient’s last known place of business;

57.1.2 sent by pre-paid mail to the recipient’s last known place of business;

57.1.3 sent by facsimile transmission to the recipients last known facsimile number; or

57.1.4 sent or delivered to the recipient in accordance with the Corporations Act 2001 or any other legislation.

57.2 A notice given in accordance with **Clause 57.1** is deemed to have been given and received:

57.2.1 on the day of delivery if delivered before 5.00 pm on a Business Day, otherwise on the next Business Day;

57.2.2 if sent by pre-paid mail, on the third business day after posting; or

57.2.3 if transmitted by facsimile and a correct and complete transmission report is received on the day of transmission, on that day, if the report states that the transmission was completed before 5.00 pm on a Business Day, otherwise on the next Business Day.

57.3 Where 2 or more persons comprise a party, notice to one is effective notice to all.

58 **Costs**

58.1 The Customer must pay all stamp duty, registration fees and any other fees charged by any government authority or body in respect of this Agreement and any document required by this Agreement.

58.2 The Customer must pay all legal and other costs in relation to the enforcement of its obligations under this Agreement by BIL.

PART 13 - EXECUTION BY BIL

Executed by **Barossa Infrastructure Limited ACN 084 108 958** in accordance with Section 127 of the *Corporations Act 2001* in the presence of

Signature of director



Signature of director/company secretary
(Please delete as applicable)



Name of director (print)

Name of director/company secretary (print)

PART 14 - EXECUTION BY CUSTOMER

Customer Details				
NAME OF PURCHASER				
ABN and ACN (if applicable)				
CONTACT NAME				
ADDRESS				
PHONE				
MOBILE				
FAX				
EMAIL				
Commencement Date	Water Year Commencing 1/10/2017	Water Year Commencing 1/10/2018	Water Year Commencing 1/10/2019	TOTAL
PREMIUM WATER VOLUME				
OFF PEAK WATER VOLUME				
TOTAL				

If sole director and sole secretary company
Executed in accordance with Section 127 of
the *Corporations Act 2001* in the presence
of

Signature of sole director and sole company secretary



who states that he or she is the sole director and the
sole company secretary of the company.

Name of sole director and sole company secretary
(print)

If multiple directors company
Executed in accordance with Section 127 of
the *Corporations Act 2001* in the presence
of

Signature of director



Signature of director/company secretary
(Please delete as applicable)



Name of director (print)

Name of director/company secretary (print)

SCHEDULE 1

As at the date of this Agreement, the charges are as set out below. These prices are subject to revision each year by BIL, under **Part 8** of this Agreement. BIL will issue a new Schedule to Customers each year, notifying them of any changes to these prices.

59 **Premium Water Entitlement**

Volume: **ML/annum**

- (a) Full Price: 71 cents per kilolitre of water taken (until 30 September 2017)
- (b) Reduced Price: 48 cents per kilolitre of water not taken (until 30 September 2017)

60 **Off Peak Water Entitlement**

Volume: **ML/annum**

- (a) Full Price: 91 cents per kilolitre of water taken (until 30 September 2017)
- (b) Reduced Price: 48 cents per kilolitre of water not taken (until 30 September 2017)

61 **Spot Water Entitlement**

As agreed from time to time between BIL and the Customer.

62 **Excess Water**

500% of the Full Price payable in respect of the Premium Water Entitlement, at the time the Excess Water is taken.

* All of the charges may be varied from time to time in accordance with **Part 8** of this Agreement.

SCHEDULE 2

Water Infrastructure Levy – Premium Water

The amount specified in the 3rd to 5th columns of the table below for each megalitre of the Customer's Premium Water Entitlement is payable at the times specified in the 2nd column. The timing reflects the water year supply commences as indicated by the customer in Part 14.

Payment No	Timing	Water Infrastructure Levy per ML 2017	Water Infrastructure Levy per ML 2018	Water Infrastructure Levy per ML 2019
1.	30 June 2017	\$1,000	\$0	\$0
2.	30 June 2018	\$2,000	\$1,000	\$0
3.	30 June 2019	\$1,500	\$2,000	\$1,000
4.	30 June 2020	\$1,500	\$1,500	\$2,000
5.	30 June 2021	\$1,500	\$1,500	\$1,500
6.	30 June 2022	\$1,500	\$1,500	\$1,500
7.	30 June 2023	\$1,500	\$1,500	\$1,500
8.	30 June 2024	\$1,500	\$1,500	\$1,500
9.	30 June 2025		\$1,500	\$1,500
10.	30 June 2026			\$1,500

Payment No 1 and all other connection fees must be made before connection to the BIL Pipeline.

* These charges are fixed for the life of this Agreement.

Water Infrastructure Levy – Off Peak Water

The amount specified in the 3rd to 5th columns of the table below for each megalitre of the Customer's Off Peak Water Entitlement is payable at the times specified in the 2nd column. The timing reflects the water year supply commences as indicated by the customer in Part 14.

Payment No	Timing	Water Infrastructure Levy per ML 2017	Water Infrastructure Levy per ML 2018	Water Infrastructure Levy per ML 2019
1.	31 January 2017 (deposit)	\$1,000	\$1,000	\$1,000
2.	30 June 2018	\$500	\$0	\$0
3.	30 June 2019	\$500	\$500	\$0
4.	30 June 2020	\$500	\$500	\$500
5.	30 June 2021	\$500	\$500	\$500
6.	30 June 2022	-	\$500	\$500
7.	30 June 2023	-	-	\$500

Payment No 1 and all other connection fees must be made before connection to the BIL Pipeline.

* These charges are fixed for the life of this Agreement.

