

Our Ref: 500010128



5 August 2019

Gamma Illumination Pty Ltd
C/o: LUCID Consulting Australia
Level 3 169 Pirie Street,
ADELAIDE SA 5000

Attention: Lee Papageorgiou

Dear Sir,

**Negotiated Connection Offer to Establish A New Electricity Supply Connection at
168 Prospect Road, Prospect**

Thank you for contacting SA Power Networks on 17 March 2017 with your Connection Application. We look forward to working with you on this project.

This letter and its accompanying documents represent our Negotiated Connection Offer to enter into a Connection Contract to establish a Connection at 168 Prospect Road, Prospect (also known as the Supply Address).

This Negotiated Connection Offer is made in accordance with the requirements of Chapter 5A of the National Electricity Rules and, if accepted, the Connection Charges payable as described in Part 4 of this offer will be:

Option 1. \$69,795 (GST Inclusive), if we undertake both the Contestable and the Non-Contestable Works.

These Connection Charges may be varied in certain circumstances. Please refer to Clause 10 of the Construction Terms booklet, which is referenced in (b) below.

The Connection Contract for a New connection comprises:

- (a) this Negotiated Connection Offer letter and its attachments (Parts 1 through 5, which are explained more fully below); plus
- (b) the Construction Terms booklet, 'Construction Terms (Non-Contestable & Contestable) 3302', is available on our website at the following link:
<http://www.sapowernetworks.com.au/public/download.jsp?id=9603>

If you would like a hard copy of the Construction Terms booklet, please let us know and we will provide this to you.



SA Power Networks ABN 13 332 330 749 a partnership of: Spark Infrastructure SA (No.1) Pty Ltd ABN 54 091 142 380, Spark Infrastructure SA (No.2) Pty Ltd ABN 19 091 143 038, Spark Infrastructure SA (No.3) Pty Ltd ABN 50 091 142 362, each incorporated in Australia. CKI Utilities Development Limited ABN 65 090 718 880, PAI Utilities Development Limited ABN 82 090 718 951, each incorporated in The Bahamas.

www.sapowernetworks.com.au

Attached to this Negotiated Connection Offer letter is the following:

Part 1 – Connection Offer Details

Part 2 – Acceptance Form

(Note: this must be signed and returned to SA Power Networks in order for our Offer to be accepted)

Part 3 – Connection Charges¹

Part 4 – Payment Terms, Security and Other Matters

Part 5 – Tariff Summary

The Australian Energy Market Commission (AEMC) have made rule changes to facilitate a market led customer driven desire for advanced meters in a competitive market. From 1 December 2017, SA Power Networks will no longer install, maintain or manage data for new or replaced metering equipment. Your chosen retailer will engage a meter provider to facilitate any metering works required as part of this project. A separate charge may be applied for this work from your retailer, independent of any involvement from SA Power Networks. For more information visit our website at <https://www.sapowernetworks.com.au/data/18490/metering-contestability-metering-changes-in-sa-update-from-retailers/>

Acceptance of this Offer

You must accept this Negotiated Connection Offer within business days from the date of this Offer. It is important to note that, after this time, the Offer automatically lapses.

By signing and returning the Acceptance Form you are confirming that you have read the Connection Contract (i.e. this letter, its attachments and all relevant parts of the Construction Terms booklet) and agree to all contract terms.

This Negotiated Connection Offer for 168 Prospect Road, Prospect may be accepted by the Customer or by a person duly authorised to accept the Offer on their behalf, including their electricity retailer.

The person accepting this Negotiated Connection Offer must sign and date 'Part 2 – Acceptance Form' and return it to SA Power Networks within the above-mentioned acceptance timeframe.

¹ The amount payable for the Works to be undertaken by us (although additional amounts may be payable and/or varied in certain instances). It is important that this is read in conjunction with the Construction Terms booklet (in particular clauses 9 to 11 and clauses 4.2, 11.3, 20, 24.2, 26.5 and 51.3).

Please allow sufficient time for delivery if returning the Offer via post, as the Offer will only be taken to have been accepted when SA Power Networks receives the Acceptance Form at its postal address.

Having accepted the Negotiated Connection Offer, a Connection Contract then exists between the Customer and SA Power Networks.

If you have any questions please do not hesitate to contact Mitchell Ogilvy, Network Project Officer at our Keswick office, on 08 8404 4560 or mitchell.ogilvy@sapowernetworks.com.au.

Signed for and on behalf of SA Power Networks by:



James Case

CUSTOMER SOLUTIONS MANAGER - ADELAIDE

Included:

Part 1 – Connection Offer Details.

Part 2 – Acceptance Form.

Part 3 – Connection Charges.

Part 4 – Payment Terms and Security and other matters.

Part 5 – Tariff Summary.

PART 1 – CONNECTION OFFER DETAILS

| | | | | | | | | | |
|--|--|------------------------------|--------|---------------------------------------|--------------|---------------------|-------|---|--------|
| Supply Address: | 168 PROSPECT ROAD, PROSPECT SA 5082 | | | | | | | | |
| Date Offer must be accepted by: | 45 business days from the date of this letter. | | | | | | | | |
| <p>Description of the Contestable Works: <i>the Customer has chosen to have SA Power Networks undertake this work. (See Part 2 of the Construction Terms booklet)</i></p> <ul style="list-style-type: none"> The design and construction of your new Connection Assets to provide: <ul style="list-style-type: none"> A maximum capacity of 400 volt, 150 ampere, three phase service. Any required extension to SA Power Networks' existing Distribution Network to provide this New Connection: <ul style="list-style-type: none"> Installation of new low voltage cables from existing stobie pole to proposed service location down Williamson Lane at the back of your property. Includes Civil Works. | | | | | | | | | |
| <p>Description of Connection:</p> <p>Low voltage service fuse enclosure located adjacent to Williamson Lane, Prospect.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 50%; padding: 5px;">Authorised Service Capacity:</td> <td style="padding: 5px;">104kVA</td> </tr> <tr> <td style="padding: 5px;">Current limiting device to be set at:</td> <td style="padding: 5px;">150A 3 phase</td> </tr> <tr> <td style="padding: 5px;">Connection Voltage:</td> <td style="padding: 5px;">400 V</td> </tr> <tr> <td style="padding: 5px;">Maximum Design Fault Level at Connection:</td> <td style="padding: 5px;">13.5kA</td> </tr> </table> <p>The installation of the Connection must comply with the SA Power Networks Service and Installation Rules available at www.sapowernetworks.com.au.</p> | | Authorised Service Capacity: | 104kVA | Current limiting device to be set at: | 150A 3 phase | Connection Voltage: | 400 V | Maximum Design Fault Level at Connection: | 13.5kA |
| Authorised Service Capacity: | 104kVA | | | | | | | | |
| Current limiting device to be set at: | 150A 3 phase | | | | | | | | |
| Connection Voltage: | 400 V | | | | | | | | |
| Maximum Design Fault Level at Connection: | 13.5kA | | | | | | | | |
| <p>Description of the Non-Contestable Works to be undertaken by SA Power Networks:</p> <p>Non Contestable Connection –</p> <ul style="list-style-type: none"> Installation of a new polemount transformer located on an existing pole on Gladstone Road; Installation of low voltage cables from transformer pole to proposed service fuse enclosure in Williamson Lane; All works associated with switching, and notification of interruption of supply; and Test, connect & energise all associated works. <p>Project management – SA Power Networks' overall project management of this work.</p> | | | | | | | | | |

Description of the Works to be completed by the Customer:

- Installation of a new low voltage service fuse enclosure located on your property adjacent to Williamson Lane - proposed service point (must be completed prior to SA Power Networks attending site).

Description of the Civil Works to be completed by SA Power Networks Works:

Civil Works - Trenching works – approximately 50 metres along Williamson Lanes, but confirmation on distance and direction will be provided once the final design and all approvals have been given.

Description of the Civil Works to be completed by the Customer:

You are required to complete all required civil works to install conduits from the proposed service fuse enclosure to the boundary edge to allow for installation of low voltage cables;

Civil works including trenching, sanding, conduit laying, backfilling and reinstatement must comply with all standards or requirements and SA Power Networks Trenching & Conduit Standard for Underground Cable Networks TS-085; and

The required number of conduits will be detailed on the SA Power Networks drawing provided;

Note: confirmation on distance and direction of the proposed trench will be provided once the final design and all approvals have been given.

Timeframe for SA Power Networks to complete work:

End of March 2020, Subject to clause 6 of the Construction Terms booklet. The time runs from when the preconditions to commencement have occurred (See clause 4 of the Construction Terms booklet).

PART 2 - ACCEPTANCE FORM

SA Power Networks Ref: 500010128 - 168 Prospect Road, Prospect
Date: 5 August 2019
SAPN Project Manager: Mitchell Ogilvy
Contact details: Level 5, 1 Anzac Highway, Keswick SA 5035
Telephone 08 8404 4560
Email mitchell.ogilvy@sapowernetworks.com.au

Please indicate your decision regarding this project by ticking one of the following boxes.

I/We hereby agree that:

By signing and returning the Acceptance Form I/we are confirming that I/we have read the Connection Contract (i.e. this letter, its attachments and all relevant Parts of the Construction Terms booklet) and agree to all Contract terms.

| | | |
|----|---|--------------------------|
| 1. | I/We wish to engage SA Power Networks to undertake and complete the Non-Contestable and Contestable Works and I/we request an invoice to enable payment of the initial fee. | <input type="checkbox"/> |
|----|---|--------------------------|

By ticking box 1, signing this Acceptance Form and returning it to the SA Power Networks Project Manager nominated above, you are entering into a binding legal contract and undertaking a commitment to pay the amounts referred to in the Connection Contract.

If the signatory is not the Customer, then the signatory warrants that they are authorised to accept the Offer for and on behalf of the Customer.

Name of customer: (print).....

Signed by, or for and on behalf of, the Customer:

Signature: **Date:**

Name of signatory: (print).....

Relationship to Customer: (print).....

Customer's ABN: (print).....

Address for forwarding Invoices: (print).....

.....

Contact Phone: (Mobile)..... (Office).....

Please note: if unable to provide an ABN, the Customer must provide a 'Reason for not quoting an ABN' statement on the appropriate Australian Taxation Office form obtainable at <https://www.ato.gov.au/Forms/Statement-by-a-supplier-not-quoting-an-ABN/>

PART 3 – CONNECTION CHARGES
LOCATION OF WORK - 168 PROSPECT ROAD, PROSPECT
Customer Payments, Customer Rebates and Deductions (Connection Policy, clause 2.2.2.2(8))

| EXTENSION ASSETS (Connection Policy, clause 3.3) | Option 1 |
|---|-----------------|
| Connection Assets (Connection Policy, clause 2.2.2.2) | \$50,784 |
| Network Extension – Contestable Component (Connection Policy, clause 2.2.2(4)(a)) | \$15,089 |
| OTHER COSTS (Connection Policy, clause 3.3) | |
| Offer Fee | \$1,790 |
| Project Management | \$5,005 |
| Civil Works | \$32,560 |
| Incremental Cost Shared Network (Connection Policy, clause 3.3) | |
| Augmentation – (Connection Policy, clause 2.2.2.2(5)). | \$8,092 |
| Total Customer Contribution (GST Exclusive) | \$113,320 |
| Offer Fee Previously Paid | -\$1,790 |
| Total of amounts due from Customer (GST Exclusive) | \$111,530 |
| GST (10%) | \$11,153 |
| Total Customer Payment before Incremental Revenue Rebates (GST Inclusive) | \$122,683 |
| Customer Rebates Connection Policy, clauses 3.3 and Section 6. | |
| Incremental Revenue Rebate – (Connection Policy clause 2.2.2.2(8)) | \$48,080 |
| Total of Rebates Due to Customer (GST Exclusive) | \$48,080 |
| GST (10%) | \$4,808 |
| TOTAL Customer Rebate (GST Inclusive) | \$52,888 |
| NET Customer Payment | \$69,795 |

PART 4 – PAYMENT TERMS, SECURITY AND OTHER MATTERS

4.1 Payment

Initial payment of (20% of total Connection Charges) \$13,959 (GST Inclusive) must be paid by you to SA Power Networks on your acceptance of the Offer. SA Power Networks will issue you with an invoice for this amount and you must pay this invoice within 14 days of receipt. The remainder of the Connection Charges totaling (80% of total Connection Charges) \$55,836 (GST Inclusive) are payable one month prior to the start of construction as set out in clauses 9 and 10 of the Construction Terms Booklet. SA Power Networks will issue you with an invoice for this amount and you must pay this invoice within 14 days of receipt.

4.2 Security

Not applicable.

4.3 Commencement of Works, Additional Conditions – clause 4.1.9 of the Construction Terms booklet

Nil.

4.4 Site Access - clause 13 of the Construction Terms booklet

SA Power Networks must have unrestricted access to the service fuse panel 24 hours, 7 days a week.

4.5 Authorisations – clause 5 of the Construction Terms booklet

SA Power Networks must acquire the following Authorisations:

Council: City Of Prospect

The Customer must acquire all other Authorisations required for the Works.

4.6 Easements to be granted by Customer – clause 5.4 of the Construction Terms booklet

The Customer must grant to SA Power Networks, for no charge, the following Easements:
Nil.

4.7 Assumed Cost of Easements and Authorisations

Connection Charges – for the purposes of clauses 10.6.3 and 10.6.4 of the Construction Terms booklet, the Connection Charges have been calculated on the assumption that:

(a) the costs incurred by SA Power Networks to obtain Easements will be nil; and

(b) the costs incurred by SA Power Networks to obtain Authorisations will be nil.

The cost of Easements and Authorisations is an estimate only and the actual cost may be more or less than this amount depending upon the negotiations required to acquire them from the holders of the relevant land and government authorities.

Accordingly, the Connection Charges will be adjusted to reflect the actual Easements and Authorisations cost.

4.8 Goods or Equipment to be provided by the Customer – clause 16 of the Construction Terms booklet

Nil.

PART 5 - TARIFF SUMMARY

1. The Authorised Service Capacity for this Connection is: 104 kVA
2. The applicable Network Tariff for this Connection is:
 - Landlord SBDT - Business Monthly Actual kVA Demand Trans (small)
 - Apartments (16) RSR – Residential Single Rate
3. The initial Agreed Annual Demand for this Connection is:
 - Landlord Not applicable.
 - Apartments (16) Not applicable.
4. The initial Agreed Additional Demand for this Connection is:
 - Landlord Not applicable.
 - Apartments (16) Not applicable.

The meaning of the above terms is explained in clause 35 of the Construction Terms booklet.