

BOND/GUARANTEE SAMPLE

Example of form acceptable to SA Power Networks, applicable to both Insurance Bonds and Bank Guarantees. May be used as the actual Bond/Guarantee.

Bond/Guarantee Number:

BY:

TO: SA Power Networks

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.

1 Anzac Highway, Keswick, South Australia, 5035.

At the request of (hereinafter called "the Owners") and in consideration of SA Power Networks accepting this undertaking as security for all or any amounts payable now or in the future to SA Power Networks or any other contractor for the installation of the Works, including the Electrical Works at Development number:

The (hereinafter called "the Financial Institution") unconditionally undertakes to pay on demand any sum which may from time to time be demanded by SA Power Networks to a maximum aggregate sum of

This undertaking is to continue until a notification has been received from SA Power Networks either that such sum is no longer required by SA Power Networks or until payment to SA Power Networks by the Financial Institution of the whole of the said sum or such part as SA Power Networks may require.

Should the Financial Institution be notified in writing, purporting to be signed for and on behalf of SA Power Networks that SA Power Networks desires payments to be made of the whole or any parts of the said sum, it is unconditionally agreed that such payment or payments will be made to SA Power Networks forthwith without further reference to the Owners, and notwithstanding any notice given by the Owners to the Financial Institution not to pay same. Provided always that the Financial Institution may at any time without being required so to do pay to SA Power Networks the said sum of less any amount or amounts it may previously have paid under this Bond/Guarantee or such lesser sum as may be required and thereupon its liability hereunder shall immediately cease and determine.

It is further agreed that the Financial Institution shall not be discharged or released from this Bond/Guarantee by any arrangement made between the Owner and SA Power Networks with or without the assent of the Financial Institution or by any alteration in the obligations of the Owner or by any forbearance whether as to payment, time, performance or otherwise.

IN WITNESS whereof THE FINANCIAL INSTITUTION has executed this deed the

..... day of 20 Signed Name

Witnessed Name