
Power Purchase Agreement Unit [●]

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Parties

- 1 **STUCCO CO-OPERATIVE LIMITED ABN 94 619 724 378** of 197-207 Wilson Street, Newtown NSW 2042 (**Stucco**)
- 2 **THE PERSONS NAMED IN SCHEDULE 1** (each, an **Initial Unit Member**)

Background

- A Stucco is a part-owner and the manager of the Stucco Premises.
- B Solar Facility Equipment has been installed at the Stucco Premises.
- C The Unit Members wish to benefit from the generation of solar electricity by the Solar Facility Equipment by acquiring some or all of that electricity for use in the Unit on the terms and conditions set out in this agreement.
- D Stucco has agreed to supply to the Unit solar electricity generated by the Solar Facility Equipment on the terms and conditions of this agreement.

The parties agree

1 Definitions & Interpretation

1.1 Definitions

In this agreement:

Appointed PANDA Representative means any member of Stucco from time to time who is on the 'Problems & Administration' committee of Stucco who is appointed to act as the 'Appointed PANDA Representative' under this agreement, provided any such person may not also be a Unit Member.

Billing Period means a calendar month.

Connection Charge means the fee that represents the fixed costs to Stucco of being connected to the network, including the cost of any new wiring or smart meter installation.

Environmental Credits means any rights, benefits, credits or certificates of any kind and of any value that Stucco becomes entitled to under any green power or renewable energy production, licensing or accreditation program or any greenhouse gas emissions trading regime or any law relating to carbon sequestration or greenhouse gas emissions in respect of the Solar Facility Equipment and/or the electricity generated by it.

Government Agency means any country, state or political subdivision or any government or central bank or any governmental, semi-governmental, international, judicial, administrative, municipal, local governmental, statutory, fiscal, monetary or supervisory authority, body or entity.

Grid means the national electricity network in Australia.

Meter means the equipment (or substitute equipment which may replace the equipment initially installed, from time to time) that measures and records the quantity of electricity made available by, or procured by, Stucco and used by the Unit under this agreement.

New Unit Member means any member of Stucco from time to time who occupies the Unit after the date of this agreement.

For the avoidance of doubt, a 'New Unit Member' does not include any person who resides at the Unit from time to time:

- (a) as part of any 'emergency accommodation' arrangement;
- (b) as part of sub-letting arrangement; or
- (c) as a guest,

in each case, irrespective of whether any such person is also a member of Stucco at that time

Solar Facility Equipment means the solar and battery system for the generation and storage of electricity and any incidental equipment which is installed on the Stucco Premises to enable:

- (a) the generation of at least 30 kW of electricity;
- (b) the exporting of electricity into, and/or the importing of electricity from, the Grid; and
- (c) the measurement of electricity:
 - (i) generated on the Stucco Premises;
 - (ii) used on the Stucco Premises; and/or
 - (iii) exported into, and/or imported from, the Grid,

including the Meter and all panels, masts, poles, towers, antennas, supports, cables, pipes, wires, conduits, fencing, erections and other buildings constructed by or on behalf of Stucco upon or under the Stucco Premises and all related power and other supplies, communications cables and connections and other appliances and apparatus.

Stucco Premises means the affordable student housing co-operative located at the land comprised by AUTO CONSOL 10634-6 & AUTO CONSOL 7806-97, being the premises located at 197-207 Wilson Street, Newtown NSW 2042.

Unit means Unit [●].

Unit Member means:

- (a) as at the date of this agreement, the Initial Unit Members; and
- (b) at any time thereafter, means any New Unit Member who agrees to be bound by this agreement as a 'Unit Member' by executing and delivering to Stucco a New Unit Member Accession Deed Poll substantially in the form set out in Schedule 2.

Usage Charge means the amount determined by applying the Usage Rate(s) to the quantity of electricity:

- (a) made available by Stucco under clause 2.1(a) (*Supply*); and/or
- (b) procured by Stucco under clause 2.1(b) (*Supply*),

and used by the Unit, in each case having regard to the time of day that electricity is used (where applicable).

Usage Rate means the rate(s) applicable to electricity:

- (a) made available by Stucco under clause 2.1(a) (*Supply*); and/or
- (b) procured by Stucco under clause 2.1(b) (*Supply*),

and used by the Unit, in each case as set out in the 'Usage Rates Schedule' as agreed between Stucco and the Unit Members from time to time.

1.2 Interpretation

In this agreement the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this agreement;
- (d) the singular includes the plural and vice versa;
- (e) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (f) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be, interpreted as words of limitation;
- (g) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;
 - (iii) a party includes its successors and permitted assigns;
 - (iv) a document includes all amendments or supplements to that document;
 - (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to this agreement;
 - (vi) this agreement includes all schedules and attachments to it;
 - (vii) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced; and
 - (viii) an agreement other than this agreement includes an undertaking, or legally enforceable arrangement or understanding, whether or not in writing;
- (h) an agreement on the part of 2 or more persons binds them jointly and severally;
- (i) in determining the time of day, where relevant to this agreement, the relevant time of day is:
 - (i) for the purposes of giving or receiving notices, the time of day where a party receiving a notice is located; or
 - (ii) for any other purpose under this agreement, the time of day in the place where the party required to perform an obligation is located;

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- (j) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this agreement or any part of it; and
 - (k) a reference to a 'Unit Member' in this agreement is a reference to that person in her/his capacity as an occupant of the Unit and not, for the avoidance of doubt, to that person in her/his more general capacity as a member of Stucco.
-

2 Obligations – Stucco

2.1 Supply of Electricity

Stucco undertakes that it will:

- (a) supply electricity generated by the Solar Facility Equipment to the Unit at such times as required by the Unit Members under the terms of this agreement; and
- (b) procure that any such electricity requirements of the Unit Members that cannot be satisfied by the electricity generated by the Solar Facility Equipment will be met by electricity procured from the Grid.

2.2 Solar Facility Equipment

Stucco undertakes that it will:

- (a) supply, install, maintain and operate the Solar Facility Equipment on the Stucco Premises at no charge to Unit Members; and
- (b) ensure that the Solar Facility Equipment is installed on the Stucco Premises:
 - (i) by suitably qualified and licensed tradespersons applying due care and skill; and
 - (ii) in a manner that complies with any rules, laws, codes and standards (including in relation to occupational health and safety), compliance with which is necessary to satisfy the requirements of any relevant Government Agency.

2.3 Meter

Stucco undertakes that it will:

- (a) supply, install, maintain and operate the Meter to measure the quantity of electricity supplied, and the rate at which electricity is supplied, to the Unit under this agreement;
- (b) ensure that the Meter complies with the requirements of:
 - (i) the *National Measurement Act 1960* (Cth) and regulations made under that Act for electricity meters and sub-meters; and
 - (ii) the *National Energy Retail Rules* (NSW); and
- (c) test, or procure the testing of, the accuracy of the Meter with the frequency required by the *National Energy Retail Law* (NSW) and the *National Energy Retail Rules* (NSW).

2.4 Invoicing

Stucco undertakes that it will (or that it will procure that a third-party on its behalf will):

- (a) manage the billing of electricity supplied to the Unit under the terms of this agreement;
- (b) calculate the Usage Charge for each Billing Period for the electricity supplied to the Unit during that Billing Period based on the readings registered by the Meter for that Billing Period; and
- (c) issue an invoice in respect of each Billing Period to the Unit Members as soon as practicable after the end of the relevant Billing Period setting out:
 - (i) the Usage Charge and the Connection Charge for the relevant Billing Period;
 - (ii) any outstanding amounts from any previous Billing Period; and
 - (iii) any other information that the parties may agree from time to time.

2.5 Government Agencies

Stucco undertakes that it will liaise with all relevant Government Agencies and other authorities as required in relation to the generation of electricity by the Solar Facility Equipment, associated metering and billing processes and the exporting of electricity into, and/or importing of electricity from, the Grid.

3 Obligations – Unit Members

Each Unit Member undertakes that she/he will:

- (a) purchase any and all electricity used by the Unit Members in accordance with the terms of this agreement by paying the Usage Charges and Connection Charges applicable to each Billing Period;
- (b) pay or procure the payment of the full amount of each invoice for each Billing Period within 30 days of receipt;
- (c) not assert as against Stucco any right, title or interest in or to the Solar Facility Equipment or any Environmental Credits, other than any such right, title or interest of that Unit Member generally as a member of Stucco;
- (d) not touch, handle or otherwise interfere with or permit any other person to touch, handle or otherwise interfere with the Solar Facility Equipment unless specifically requested to do so by Stucco or as part of her/his rights, duties and functions generally as a member of Stucco;
- (e) not install or permit to be located on the Site any equipment designed to generate and store electricity; and
- (f) ensure that representatives of Stucco have full and free access to the Unit in order to enable Stucco to comply with its obligations under this agreement, including where access is required for the purposes of installation, maintenance or removal of the Solar Facility Equipment.

4 Representations & Warranties – Unit Members

4.1 Representations & Warranties

Each Unit Member warrants for the benefit of Stucco that he/she:

- (a) enters into this agreement voluntarily and as a result of his/her own due diligence, investigations and inquiries;
- (b) does not rely on any representation or warranty made by or on behalf of Stucco which is not set out in this agreement;
- (c) has read and understood this agreement; and
- (d) has had the opportunity to obtain and, to the extent he/she considers necessary, has obtained, appropriate independent legal and financial advice in relation to this agreement and the rights and obligations assumed under this agreement.

4.2 Reliance

Each Unit Member acknowledges and agrees that Stucco has entered into this agreement in reliance on the representations and warranties given or taken to be given by each Unit Member under clause 4.1 (*Representations & Warranties*).

4.3 Repetition

The representations and warranties given or taken to be given by a Unit Member under clause 4.1 (*Representations & Warranties*) are continuing representations and warranties of that Unit Member and are deemed to be repeated by that Unit Member at the beginning of each Billing Period.

5 Electricity from Grid & Excess Generation

5.1 Electricity from Grid

- (a) The Unit Members may from time to time elect to acquire electricity for the Unit from the Grid instead of, or in addition to, electricity made available or procured by Stucco under this agreement.
- (b) Nothing in this agreement affects, and Stucco has no responsibility for, the supply, acquisition, metering or billing of electricity that a Unit Member may from time to time acquire directly from the Grid.

5.2 Excess Generation

Stucco is entitled to deal with any electricity generated by the Solar Facility Equipment but not used by the Unit in its absolute discretion, including the sale by Stucco of such electricity to a third party and export to the Grid.

6 Environmental Credits

Stucco retains the rights to any Environmental Credits generated as a result of the operation of the Solar Facility Equipment and may deal with those Environmental Credits as it sees fit.

7 Termination

7.1 Termination Rights

- (a) If, at any time:
- (i) any invoice is not paid when due;
 - (ii) a Unit Member fails to perform any other undertaking or obligation under this agreement and, if this may be remedied, it is not remedied failure within 14 days; or
 - (iii) any representation or warranty of a Unit Member under this agreement is incorrect or misleading when made or repeated and, if this may be remedied, it is not remedied within 14 days,
- then Stucco may terminate this agreement on 30 days' written notice to the Unit Members to that effect (or such shorter period as agreed among the parties).
- (b) Without limiting paragraph (a) above, Stucco may terminate this agreement at any time on 60 days' written notice to that effect (or such shorter period as agreed among the parties).
- (c) A Unit Member may elect to terminate this agreement at any time on 60 days' written notice to that effect (or such shorter period as agreed among the parties) and any such notice of termination applies with respect to the Unit and this agreement irrespective of whether the other Unit Members have also given any such notice.
- (c) If at any time a New Unit Member does not agree to be bound by this agreement as a 'Unit Member' by executing and delivering to Stucco a New Unit Member Accession Deed Poll substantially in the form set out in Schedule 2 within 15 Business Days of that person becoming a New Unit Member, then this agreement automatically terminates.

7.2 Alternate Meter Installation

- (a) On the termination of this agreement for any of the reasons specified in clause 7.1 (*Termination Rights*) or otherwise as agreed between the parties, Stucco undertakes to the Unit Members:
- (i) to facilitate (to the extent it is within its power and control) the installation of a National Measurement Institute approved meter that is compatible with the retailer that the Unit Members notify Stucco will be the replacement electricity provider in respect of the Unit;
 - (ii) to pay the costs associated with the installation and maintenance of any such meter referred to in paragraph (a)(i); and
 - (iii) that its obligations under clause 2.3(b) and (c) (*Meter*) shall apply in respect of any such meter referred to in paragraph (a)(i) as if it were a "Meter" for the purposes of those clauses.

Until the installation of the meter referred to in paragraph (a)(i) is complete and the Unit Members notify Stucco that arrangements have been made with the replacement electricity provider for the provision of electricity services to the Unit, Stucco undertakes that it will supply and/or procure the supply of electricity to the Unit in accordance with clause 2.1 (*Supply of Electricity*) and otherwise in accordance with the terms of this agreement.

8 Complaints & Dispute Resolution

8.1 Complaints

- (a) A Unit Member may make a complaint in relation to Stucco's performance of its obligations under this agreement by letter or by email in accordance with clause 9.1 (*Notices*).
- (b) Stucco undertakes that:
 - (i) it will respond to any complaint referred to in paragraph (a) by letter or by email in accordance with clause 9.1 (*Notices*) within 14 days of receipt of the complaint; and
 - (ii) any such response provided by Stucco will include Stucco's decision in relation to that complaint and the reasons for the decision.
- (c) After receiving Stucco's response to a complaint made by a Unit Member, the Unit Member may make a request by letter or by email in accordance with clause 9.1 (*Notices*) for a meeting with the Appointed PANDA Representative.
- (d) Any meeting requested in accordance with paragraph (c) must be held within 14 days of the request at a time and place mutually convenient to the relevant Unit Member and the Appointed PANDA Representative.
- (e) After meeting with the Appointed PANDA Representative in accordance with paragraph (d), if a Unit Member's complaint has not been satisfactorily resolved, the complaint will be resolved in accordance with the dispute resolution procedure in clause 8.2 (*Dispute Resolution*).

8.2 Dispute Resolution

- (a) If a dispute arises between Stucco and a Unit Member in relation to the obligations, rights or performance of those parties under this agreement, the parties must, prior to the initiation of any legal proceedings, use their best efforts in good faith to resolve the dispute, including, at a minimum, by engaging with the complaints procedure in clause 8.1 (*Complaints*).
- (b) Any such dispute must be referred to the Stucco Directors and the relevant Unit Member for resolution by written notice specifying that it is a notice given under this paragraph (b) and giving full particulars of the nature and extent of the dispute. Either party may, within 14 days of such referral, request (acting reasonably) further particulars of the other party in relation to the dispute and such other party must provide those further particulars within 14 days of request.
- (c) If a dispute is not resolved within 30 days of a referral in accordance with paragraph (b) above, the dispute must be referred to determination by the Energy & Water Ombudsman (NSW) or any other third party agreed between the Relevant Directors and the Unit Members.

8.3 Generally

- (a) Neither party may commence legal proceedings in respect of a complaint or a dispute unless the parties have undertaken the processes set out in this clause 8 (*Complaints & Dispute Resolution*) and those processes have failed to resolve the complaint or dispute or one of the relevant parties has attempted to follow these processes in respect of the complaint or dispute and the other party has failed to participate.

- (b) Nothing in this clause 8 (*Complaints & Dispute Resolution*) prevents a party seeking urgent injunctive relief or similar interim relief from a court.
- (c) Despite the existence of a complaint or dispute, the parties must continue to perform their respective obligations under this agreement.

9 General

9.1 Notices

- (a) A notice, consent or other communication under this agreement:
- (i) is only effective if it is in writing and it is received in full and legible form at the addressee's address or email address;
 - (ii) is regarded as received at the time and on the day it is actually received, but if it is received on a day that is not a business day or after 5.00 pm on a business day it is regarded as received at 9.00 am on the following business day;
 - (iii) if given by Stucco, must be given either:
 - (A) by way of a letter left if the letterbox for the Unit at the Stucco Premises; or
 - (B) by way of an email sent to the email address of each Unit Member; and
 - (iv) if given to Stucco, must be given either:
 - (A) by way of a letter left if the letterbox for Stucco at the Stucco Premises and signed by each Unit Member; or
 - (B) by way of an email sent by a Unit Member to the email address of Stucco and copying each other Unit Member.
- (b) For the purposes of this clause, a party's address and email address are those set out below, unless the party has notified a changed address or email address, then the notice, consent, approval or other communication must be to that address or email address:

Supplier

Address: 197-207 Wilson Street, Newtown NSW 2042
Email: stucco.cooperative@gmail.com
Attention: The Directors

Unit Members

Address: Unit [●], 197-207 Wilson Street, Newtown NSW 2042
Email: As advised by each Unit Member from time to time
Attention: The Unit Members

9.2 Further Assurances

Except as expressly provided in this agreement, each party must, at its own expense, do all things reasonably necessary to give full effect to this agreement and the matters contemplated by it.

9.3 Expenses

Except as otherwise provided in this agreement, each party will pay its own costs and expenses in connection with the negotiation, preparation, execution and performance of this agreement.

9.4 Variations

This agreement may only be varied by a document signed by or on behalf of each of the Unit Members and Stucco.

9.5 Waiver

- (a) A waiver of a right or remedy under this agreement is only effective in the specific instance, and for the specific purpose, for which it is granted and is not effective unless it is in writing and signed by:
 - (i) where the Unit Members are granting a waiver, each Unit Member; or
 - (ii) where Stucco is granting a waiver, Stucco.
- (b) A single or partial exercise of a right or remedy under this agreement does not prevent a further exercise of that or of any other right or remedy.
- (c) Failure to exercise, or delay in exercising, a right or remedy under this agreement does not operate as a waiver or prevent further exercise of that or of any other right or remedy.

9.6 Severability

Any term of this agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this agreement is not affected.

9.7 Force Majeure

Neither party will be liable to the other where any failure or delay in the performance of any obligation under this agreement is both directly and indirectly outside the control of the relevant party or is the result of an act of God.

9.8 Indemnities

- (a) Each indemnity in this agreement is a continuing obligation, separate and independent from the other obligations of the parties and survives termination, completion or expiration of this agreement.
- (b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this agreement.

9.9 Confidentiality

- (a) Subject to paragraph (b) below, each party must keep the terms of this agreement, and information of which it has become aware in connection with this agreement, confidential.
- (b) A party may make any disclosure in relation to this agreement:
 - (i) to any professional adviser, financial adviser, banker, financier or auditor where that person is obliged to keep the information confidential;
 - (ii) to comply with any applicable law, or any requirement of any regulatory body;
 - (iii) to obtain the consent of any third party to any term of, or to any act pursuant to, this agreement; and
 - (iv) where the information has come into the public domain through no fault of that party.

9.10 Survival & Merger

- (a) If this agreement is rescinded or terminated, no party will be liable to any other party except in respect of any breach of this agreement occurring before rescission or termination.
- (b) No term of this agreement merges on completion of any transaction contemplated by this agreement.

9.11 Governing Law & Jurisdiction

- (a) This agreement is governed by and construed in accordance with the laws of New South Wales.
- (b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the State of New South Wales and courts of appeal from them.
- (c) Each party irrevocably waives any right it may now or in the future have to object to any action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts have no jurisdiction.

9.12 Entire Agreement

- (a) To the extent permitted by law, in relation to the subject matter of this agreement, this agreement:
 - (i) embodies the entire understanding of the parties and constitutes the entire terms agreed on between the parties; and
 - (ii) supersedes any prior written or other agreement between the parties.
- (b) All express or implied terms, conditions and warranties are excluded other than as set out in this agreement.

9.13 Counterparts

This agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes an original of this agreement, all of which together constitute one agreement.

9.14 Attorneys

Each attorney executing this agreement states that he has no notice of the revocation of his power of attorney.

9.15 Supervening Legislation & Illegality

If as a result of any change in, or in the interpretation or administration of:

- (a) any law; or
- (b) any order, official policy, directive, requirement, ruling, guideline or request of or from any Government Agency which has the force of law or compliance with which is in accordance with the practice of responsible companies in the jurisdiction concerned,

Stucco reasonably determines that it is, or will become, illegal, impossible or contrary to any such law, order, etc for it to supply electricity or maintain the Solar Facility Equipment or otherwise observe and perform its obligations under this agreement either at all or without adversely affecting the economic, environmental or social outcomes intended by this agreement and/or Stucco's constitution and by-laws, then the Unit Members and the Appointed PANDA Representative will negotiate in good faith with a view to agreeing whether the transactions contemplated by this agreement may be provided or maintained by some alternative means which is not prejudicial to Stucco and/or the economic, environmental or social outcomes intended by this agreement and/or Stucco's constitution and by-laws. If no such agreement is reached within 30 days of the change coming into effect, then the Appointed PANDA Representative may, by written notice to each Unit Member, terminate this agreement.

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**Schedule 1 —
Initial Unit Members**

Full Name	[Insert]
Date of Birth	[Insert]
Telephone No.	[Insert]
Email Address	[Insert]

Full Name	[Insert]
Date of Birth	[Insert]
Telephone No.	[Insert]
Email	[Insert]

Full Name	[Insert]
Date of Birth	[Insert]
Telephone No.	[Insert]
Email	[Insert]

Full Name	[Insert]
Date of Birth	[Insert]
Telephone No.	[Insert]
Email	[Insert]

Full Name	[Insert]
Date of Birth	[Insert]
Telephone No.	[Insert]
Email	[Insert]

Full Name	[Insert]
Date of Birth	[Insert]
Telephone No.	[Insert]
Email	[Insert]

Schedule 2 — New Unit Member Accession Deed Poll

Date: _____

New Unit Member: _____

Date of Birth: _____

Telephone No.: _____

Email: _____

1 Definitions & Interpretation

1.1 Definitions

A word or phrase defined in the Power Purchase Agreement has the same meaning when used in this deed poll and:

Existing Unit Member means each person who is a 'Unit Member' under or for the purposes of the Power Purchase Agreement at the time of execution of this deed poll.

Power Purchase Agreement means the 'Power Purchase Agreement' dated [●] 2016 among Stucco and the Existing Unit Members.

Stucco means Stucco Co-operative Limited ABN 94 619 724 378.

1.2 Interpretation

Clause 1.2 (*Interpretation*) of the Power Purchase Agreement applies to this deed poll as if set out in full in this deed poll, *mutatis mutandis*.

1.3 Benefit of deed poll

This deed poll is given in favour and for the benefit of:

- (a) Stucco; and
- (b) each other Unit Member from time to time.

2 Agreement

In consideration of Stucco's agreement to supply electricity generated by the Solar Facility Equipment to the Unit under the terms of the Power Purchase Agreement, the New Unit Member jointly and severally with each Existing Unit Member irrevocably and unconditionally agrees that, on and from the date of this deed poll, she/he is a 'Unit Member' for the purposes of the Power Purchase Agreement as if named in the Power Purchase Agreement.

3 Representations & Warranties

The New Unit Member represents and warrants to and for the benefit of Stucco and each Existing Unit Member as set out in clause 4.1 (*Representations & Warranties*) of the Power Purchase Agreement as if:

- (a) each reference to a 'Unit Member' in clause 4.1 (*Representations & Warranties*) of the Power Purchase Agreement includes a reference to the New Unit Member;
- (b) each reference to 'this agreement' in clause 4.1 (*Representations & Warranties*) of the Power Purchase Agreement includes a reference to this deed poll; and
- (c) clauses 4.2 (*Reliance*) and 4.3 (*Repetition*) of the Power Purchase Agreement apply to this clause 3 (*Representations & Warranties*) as if set out in full.

4 General

Clause 9 (*General*) of the Power Purchase Agreement applies to this deed poll as if set out in full in this deed poll, *mutatis mutandis*.

Execution

Executed as a deed poll.

New Unit Member

Signed, sealed and delivered in the presence of:

Signature of Witness

Signature of New Unit Member

Name of Witness

Name of New Unit Member

Execution

Executed as an agreement.

Supplier

The common seal of Stucco Co-operative
Limited was hereto fixed by authority of the
Directors:

Signature of Director

Signature of Director

Name of Director

Name of Director

Initial Unit Members

Signed in the presence of:

Signature of Witness

Signature of Initial Unit Member

Name of Witness

Name of Initial Unit Member

Signed in the presence of:

Signature of Witness

Signature of Initial Unit Member

Name of Witness

Name of Initial Unit Member

Signed in the presence of:

Signature of Witness

Signature of Initial Unit Member

Name of Witness

Name of Initial Unit Member

Signed in the presence of:

Signature of Witness

Signature of Initial Unit Member

Name of Witness

Name of Initial Unit Member

Signed in the presence of:

Signature of Witness

Signature of Initial Unit Member

Name of Witness

Name of Initial Unit Member