

Contract for the sale and purchase of land 2019 edition

| TERM | MEANING OF TERM | eCOS ID: 73838583 | NSW DAN: |
|---|---|-------------------|--|
| vendor's agent | Morton Real Estate 7 2 Archibald Avenue WATERLOO NSW 2017 | | Phone: 1300 858 221 Fax: 02 8424 9988 Ref: Calvin Chan |
| co-agent | | | |
| vendor | ZHIWEN DONG | | |
| vendor's solicitor | Capitalwise Conveyancing Suite 1.04 Level 1 222 Pitt Street SYDNEY NSW 2000 PO Box A2068, Sydney South NSW 1235 | | Phone: 0403 578 900 Fax: (02) 9290 2688 Ref: 131898 |
| date for completion | 42 days after the contract date | (clause 15) | Email: dany@capitalwise.com.au |
| land | 712/1 HUTCHINSON WALK ZETLAND NSW 2017 | | |
| (Address, plan details and title reference) | LOT 98 IN STRATA PLAN 90402 98/SP90402 | | |
| | <input type="checkbox"/> VACANT POSSESSION <input type="checkbox"/> Subject to existing tenancies | | |
| improvements | <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other: | | |
| attached copies | <input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents: | | |

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

| | |
|-----------------------|--|
| inclusions | <input type="checkbox"/> blinds <input type="checkbox"/> dishwasher <input checked="" type="checkbox"/> light fittings <input checked="" type="checkbox"/> stove |
| | <input type="checkbox"/> built-in wardrobes <input checked="" type="checkbox"/> fixed floor coverings <input checked="" type="checkbox"/> range hood <input type="checkbox"/> pool equipment |
| | <input type="checkbox"/> clothes line <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> TV antenna |
| | <input type="checkbox"/> curtains <input type="checkbox"/> other: |
| exclusions | |
| purchaser | |
| purchaser's solicitor | Phone: Fax: Ref: Email: |
| price | \$ |
| deposit | \$ |
| balance | \$ |
| contract date | (10% of the price, unless otherwise stated) (if not stated, the date this contract was made) |

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

☐ JOINT TENANTS

☐ tenants in common

☐ in unequal shares

witness

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

131898

73838583

vendor agrees to accept a **deposit-bond** (clause 3)

☐ NO ☐ yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30)

☐ no ☐ YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

Tax information (the parties promise this is correct as far as each party is aware)

land tax is adjustable

☐ NO ☐ yes

GST: Taxable supply

☐ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☐ NO ☐ yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- ☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- ☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☐ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment*
(residential withholding payment)

☐ NO ☐ yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within 14 days* of the contract date.

GSTRW payment (GST residential withholding payment) – further details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: \$

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate): \$

Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

List of Documents

| General | Strata or community title (clause 23 of the contract) |
|--|---|
| <input checked="" type="checkbox"/> 1 property certificate for the land | <input checked="" type="checkbox"/> 32 property certificate for strata common property |
| <input checked="" type="checkbox"/> 2 plan of the land | <input checked="" type="checkbox"/> 33 plan creating strata common property |
| <input type="checkbox"/> 3 unregistered plan of the land | <input checked="" type="checkbox"/> 34 strata by-laws |
| <input type="checkbox"/> 4 plan of land to be subdivided | <input type="checkbox"/> 35 strata development contract or statement |
| <input type="checkbox"/> 5 document that is to be lodged with a relevant plan | <input type="checkbox"/> 36 strata management statement |
| <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 | <input type="checkbox"/> 37 strata renewal proposal |
| <input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) | <input type="checkbox"/> 38 strata renewal plan |
| <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) | <input type="checkbox"/> 39 leasehold strata - lease of lot and common property |
| <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) | <input type="checkbox"/> 40 property certificate for neighbourhood property |
| <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract | <input type="checkbox"/> 41 plan creating neighbourhood property |
| <input type="checkbox"/> 11 <i>planning agreement</i> | <input type="checkbox"/> 42 neighbourhood development contract |
| <input type="checkbox"/> 12 section 88G certificate (positive covenant) | <input type="checkbox"/> 43 neighbourhood management statement |
| <input type="checkbox"/> 13 survey report | <input type="checkbox"/> 44 property certificate for precinct property |
| <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> | <input type="checkbox"/> 45 plan creating precinct property |
| <input type="checkbox"/> 15 lease (with every relevant memorandum or variation) | <input type="checkbox"/> 46 precinct development contract |
| <input type="checkbox"/> 16 other document relevant to tenancies | <input type="checkbox"/> 47 precinct management statement |
| <input type="checkbox"/> 17 licence benefiting the land | <input type="checkbox"/> 48 property certificate for community property |
| <input type="checkbox"/> 18 old system document | <input type="checkbox"/> 49 plan creating community property |
| <input type="checkbox"/> 19 Crown purchase statement of account | <input type="checkbox"/> 50 community development contract |
| <input type="checkbox"/> 20 building management statement | <input type="checkbox"/> 51 community management statement |
| <input checked="" type="checkbox"/> 21 form of requisitions | <input type="checkbox"/> 52 document disclosing a change of by-laws |
| <input type="checkbox"/> 22 <i>clearance certificate</i> | <input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement |
| <input type="checkbox"/> 23 land tax certificate | <input type="checkbox"/> 54 document disclosing a change in boundaries |
| Home Building Act 1989 | <input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015 |
| <input type="checkbox"/> 24 insurance certificate | <input type="checkbox"/> 56 information certificate under Community Land Management Act 1989 |
| <input type="checkbox"/> 25 brochure or warning | <input type="checkbox"/> 57 disclosure statement - off the plan contract |
| <input type="checkbox"/> 26 evidence of alternative indemnity cover | <input type="checkbox"/> 58 other document relevant to off the plan contract |
| Swimming Pools Act 1992 | Other |
| <input type="checkbox"/> 27 certificate of compliance | <input type="checkbox"/> 59 |
| <input type="checkbox"/> 28 evidence of registration | |
| <input type="checkbox"/> 29 relevant occupation certificate | |
| <input type="checkbox"/> 30 certificate of non-compliance | |
| <input type="checkbox"/> 31 detailed reasons of non-compliance | |

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

Result Property Group
PH: 02 8669 8800

PO Box 1, Kingsgrove NSW 1480

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms (or in certain cases heat alarms) installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation (including areas in which residential premises have been identified as containing loose-fill asbestos insulation), contact NSW Fair Trading.

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
3. There is **NO COOLING OFF PERIOD**:
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

| | |
|---|--|
| APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services | NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority |
|---|--|

If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

In this contract, these terms (in any form) mean –

| | |
|------------------------------|---|
| <i>adjustment date</i> | the earlier of the giving of possession to the purchaser or completion; |
| <i>bank</i> | the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union; |
| <i>business day</i> | any day except a bank or public holiday throughout NSW or a Saturday or Sunday; |
| <i>cheque</i> | a cheque that is not postdated or stale; |
| <i>clearance certificate</i> | a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion; |
| <i>deposit-bond</i> | a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor; |
| <i>depositholder</i> | vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent); |
| <i>document of title</i> | document relevant to the title or the passing of title; |
| <i>FRCGW percentage</i> | the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017); |
| <i>FRCGW remittance</i> | a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ; |
| <i>GST Act</i> | A New Tax System (Goods and Services Tax) Act 1999; |
| <i>GST rate</i> | the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000); |
| <i>GSTRW payment</i> | a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>); |
| <i>GSTRW rate</i> | the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not); |
| <i>legislation</i> | an Act or a by-law, ordinance, regulation or rule made under an Act; |
| <i>normally</i> | subject to any other provision of this contract; |
| <i>party</i> | each of the vendor and the purchaser; |
| <i>property</i> | the land, the improvements, all fixtures and the inclusions, but not the exclusions; |
| <i>planning agreement</i> | a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ; |
| <i>requisition</i> | an objection, question or requisition (but the term does not include a claim); |
| <i>rescind</i> | rescind this contract from the beginning; |
| <i>serve</i> | serve in writing on the other <i>party</i> ; |
| <i>settlement cheque</i> | an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>; |
| <i>solicitor</i> | in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ; |
| <i>TA Act</i> | Taxation Administration Act 1953; |
| <i>terminate</i> | terminate this contract for breach; |
| <i>variation</i> | a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ; |
| <i>within</i> | in relation to a period, at any time before or during the period; and |
| <i>work order</i> | a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018). |

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
 - 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
 - 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
 - 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
 - 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
 - 7.1.1 the total amount claimed exceeds 5% of the price;
 - 7.1.2 the vendor *serves* notice of intention to *rescind*; and
 - 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
 - 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
 - 7.2.2 the amount held is to be invested in accordance with clause 2.9;
 - 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
 - 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
 - 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
 - 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
 - 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
 - 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
 - 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
 - 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
 - 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
 - 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
 - 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
 - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
 - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person; and
 - 20.6.7 served at the earliest time it is served, if it is served more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor serving a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
 - 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must serve an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 The vendor must give a proper covenant to produce where relevant.

25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.

26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.

26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.

26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.

27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.

27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.

27.4 If consent is refused, either *party* can *rescind*.

27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.

27.6 If consent is not given or refused –

27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or

27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.

27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –

27.7.1 under a *planning agreement*; or

27.7.2 in the Western Division.

27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.

27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.

28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.

28.3 If the plan is not registered *within* that time and in that manner –

28.3.1 the purchaser can *rescind*; and

28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.

28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.

28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.

28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event.

29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.

29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.

29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.

29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.

29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.

29.7 If the *parties* can lawfully complete without the event happening –

29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;

29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party* serving notice of the event happening;
 - every *party* who has the benefit of the provision serving notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* serves a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is served as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to serve it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within 7 days* of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least *2 business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least *1 business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least *2 business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must serve the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- | | |
|------------------------------|---|
| <i>adjustment figures</i> | details of the adjustments to be made to the price under clause 14; |
| <i>certificate of title</i> | the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate; |
| <i>completion time</i> | the time of day on the date for completion when the <i>electronic transaction</i> is to be settled; |
| <i>conveyancing rules</i> | the rules made under s12E of the Real Property Act 1900; |
| <i>discharging mortgagee</i> | any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser; |
| <i>ECNL</i> | the Electronic Conveyancing National Law (NSW); |
| <i>effective date</i> | the date on which the <i>Conveyancing Transaction</i> is agreed to be an <i>electronic transaction</i> under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date; |
| <i>electronic document</i> | a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ; |
| <i>electronic transfer</i> | a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ; |

| | |
|---------------------------------|---|
| <i>electronic transaction</i> | a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ; |
| <i>electronically tradeable</i> | a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ; |
| <i>incoming mortgagee</i> | any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price; |
| <i>mortgagee details</i> | the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion; |
| <i>participation rules</i> | the participation rules as determined by the <i>ECNL</i> ; |
| <i>populate</i> | to complete data fields in the <i>Electronic Workspace</i> ; and |
| <i>title data</i> | the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> . |

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that *service* and clause 21.3 does not apply to this provision.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

ADDITIONAL CONDITIONS IN CONTRACT FOR SALE OF LAND BETWEEN

(Vendor/s) and

(Purchaser / s)

The terms of the printed Contract to which these additional conditions are annexed shall be read subject to the following. If there is a conflict between these additional conditions and the printed Contract, then these additional conditions shall prevail. The parties agree that should any provision be held to be contrary to law, void or unenforceable, then such provision shall be severed from this Contract and such remaining provisions shall remain in full force and effect.

1. Completion of this matter shall take place on or before 4.00pm within the time provided for in clause 15 herein. Should completion not take place within that time, then the vendor shall be at liberty to issue a Notice to Complete calling for the purchaser to complete the matter making the time for completion essential. Such Notice shall give not less than 14 days notice after the day immediately following the day on which that notice is received by the recipient of the notice. A Notice to Complete of such duration is considered by the vendor as being deemed reasonable and sufficient to render the time for completion essential. The vendor shall also be at liberty to withdraw such Notice to Complete and re-issue another one at anytime. The vendor shall be entitled to recover the fee of \$220.00 (GST inclusive) from the purchaser to cover the cost for issuing such Notice.
2. The service of any Notice or Document under or relating to this Contract may, in addition to the provisions of Clause 20, be effected and shall be sufficient service on a party and that party's solicitor if the Notice or Document is sent by facsimile transmission to the facsimile number noted on the Contract or on their letterhead and in any such case shall be deemed to be duly given or made, except where:
 - a) The time of dispatch is not before 5pm (Sydney time) on a day on which business is generally carried on in the place to which such notice is sent, in which case the Notice shall be deemed to have been received at the commencement of business on the next such business day in the place: or
 - b) The sender's machine indicates a malfunction in transmission and the recipient's transmission shall be deemed not to have been given or made.
3. If the Purchaser shall not complete this purchase by the agreed completion date, at a time when the Vendor is ready, willing and able to complete on or after that completion date, then the Purchaser shall pay to the Vendor on completion, in addition to the balance of purchase money, an amount calculated as ten percent (10%) interest on the balance of purchase money, computed at a daily rate from the day immediately after the agreed completion date up to and including the actual date on which this sale shall be completed. It is further agreed that this amount is a genuine pre-estimate of the Vendor's loss of interest for the purchase money and

liability for rates and outgoings. The Vendor shall not be obliged to complete this Contract unless the amount payable under this clause is tendered.

4. The Purchaser must pay to the vendor at completion, in addition to other moneys payable under this contract; the sum of \$110.00 if completion, through no fault of the vendor, does not take place on the day appointed for completion, after the vendor has provided to the Purchaser details of the settlement cheques that are required to be given at completion.
5. The property together with the improvements thereon is sold in its present state of repair and conditions and the purchaser acknowledges that he buys the property rely on his own inspection, knowledge and enquiries and that he does not rely on any warranties or representations, made to him by or on behalf of the vendor except as may be expressed in this agreement or deemed to be included in this contract by virtue of the provisions of section 52A(2)(b) of the Conveyancing Act, 1919.
6. Each party authorizes his solicitor, conveyancer or any employee or agent of such solicitor or conveyance to make alterations, additions or amendments to this contract (including the addition of annexure to the contract) after signing of this contract up until the date of exchange of this contract as agent for that party. Any such alteration, addition or amendment shall be binding upon the party whose solicitor or employee or agent of such solicitor effected such alteration, addition or amendment.
7. If this contract is subject to a cooling off period, the vendor may, by notice served on the purchaser within 7 days from the expiry of the cooling off period, elect to extend the completion date by the number of days from the contract date (not including that day) to the date upon which the contract becomes unconditional (including that day).
8. At least one day before completion of the contract, the purchaser or their representative must provide to the vendor or their representative an Order on the agent authorizing release of the deposit to the vendor on completion of the contract. The vendor shall hold such order in escrow and shall be authorized to serve the order on agent after the matter has settled. This clause also apply to an amended Order on the Agent.
9. The Purchaser acknowledges that the provisions of this Contract constitute the full and complete understanding between the parties and that there is no other understanding, agreement, warranty or representation whether expressed or implied in any way extending, defining or otherwise relating to the provisions of this Contract or binding on the parties hereto with respect to any of the matters to which this Contract relates.
10. The Purchaser warrants that he has not been introduced to the property other than by the Vendor's agents specified above, and this clause will not merge upon completion.
11. A sufficient statement of the Vendor's title shall be deemed included in the description of the property hereinbefore appearing and such statement shall have been deemed to have been given to the Purchaser at the date hereof.

12. Notwithstanding anything else herein contained, the deposit or any part of the deposit as the Vendor may require shall be released to the Vendor or as the Vendor may direct for the sole purpose of a deposit, stamp duty, paying the outgoing mortgagee on settlement or the balance of purchase monies on the purchase of Real Estate, providing that such is held within a trust account of a Real Estate Agent, Solicitor or Licensed Conveyancer or paid to the Office of State Revenue, and providing such deposit shall not be further released without the Purchasers express consent. The execution of this Contract shall be full and irrevocable authority to the stakeholder named herein to release such deposit. The purchaser or their solicitor or licensed conveyancer agrees to attend to the release upon being given a written direction to do so by or on behalf of the vendor.
13. If a Survey of the property is annexed to this Contract, the Purchaser acknowledges having inspected the Survey and agrees that no objection requisition or claim for compensation shall be made on any matter referred to in the Survey.
14. In the event that a swimming pool is situated on the subject property, the Vendor does not warrant that such swimming pool complies with the requirements imposed by the Swimming Pools Act 1992 and the regulations prescribed therein. The purchaser will make no requisition, objection, or claim for compensation in relation to any non-compliance by the vendor or any provision of the Swimming Pools Act 1992 and/or any notice issued pursuant to the Swimming Pools Act 1992 after the date of this contract. The Purchaser agrees that upon completion, he shall comply with the requirements of the Act and such regulations relating to access to the swimming pool and the erection of a Warning Notice. It is further agreed that this clause shall not merge on completion.
15. The form of Contract annexed is amended as follows:-
 - a) Clause 14.4.2 is deleted.
 - b) In Clause 16.5 delete the words "plus another 20% of that fee";
 - c) Clause 16.6 is amended by adding after the last word "providing that the uncleared Certificate is received 10 days prior to the date for settlement, otherwise the Purchaser must accept an undertaking on settlement that the Land Tax Certificate will be cleared within 14 days after settlement".
 - d) Delete Clause 16.8;
 - e) Delete Clause 16.12;
 - f) Printed Clause 18 is amended by adding the following:
Clause 18.8 "The Purchaser cannot make a claim or requisition or delay settlement after entering into possession of the property".
 - g) Delete Clause 23.9.

- h) Delete 23.13 & 23.14 and replace it with “The vendor authorizes the purchaser to apply for a certificate under section 184 Strata Schemes Management Act 1996 or section.26 Community and Management Act 1989 in relation to the lot, the schemes or any other schemes. The vendor will not provide section 184 or 26 certificate. The purchaser undertakes to provide a copy of the said certificate to the vendor at least seven (7) days prior completion. The purchaser shall not be entitled to delay completion or make any requisition or objection arising from the purchaser’s failure to apply for the said certificate.”
16. If the Vendor or Purchaser or if more than one of them shall die, become mentally ill or go into bankruptcy, then either party may rescind the Contract and Clause 19 of the Contract shall apply.
17. The Purchaser hereby agrees that they will allow the amount of \$220.00. (GST inclusive) on settlement, if the Transfer is not served to the Vendors Licensed Conveyancer 14 days prior to the agreed settlement date to cover the cost of the Vendors Licensed Conveyancer preparing their own Transfer.
18. In the event settlement does not take place at the scheduled time, or does not take place at a re-arranged time on that same day, due to default of the Purchaser or their mortgagee and through no fault of the Vendor, in addition to any other monies payable by the Purchaser on completion of this Contract, the Purchaser must pay an additional \$220.00 (GST inclusive) on settlement, to cover the legal costs and other expenses incurred as a consequence of the delay.
19. (a) The purchaser acknowledge that a Certificate under Section 149 of the Environmental Planning & Assessment Act indicating the zoning of the development site in relation to the Lot may not be available from the Local council in the ordinary course of administration in terms of Part II of the Regulations prescribed under the Conveyancing Act 1919, as amended.
- (b) Notwithstanding any other provision to the contrary the Purchaser shall not be entitled to make any objection requisition or claim for compensation in relation to zoning which may affect the subject of the Lot or the wording of the Certificate which may differ from those contain in the Zoning Certificate attached in this Contract.
20. The Purchasers shall only be entitled to raise Requisitions in the form annexed to the Contract for Sale.
21. In the event the property is sold subject to any tenancy, the vendor does not warrant that the tenant will continue to remain in the property on or after completion. The purchaser is not entitle to make any claim or objection should the tenant left before, on or after completion. If the lease has expired and the purchaser requires vacant possession at settlement, the purchaser must advise the vendor in writing, within 3 days after the contract exchange date; if the purchaser does not serve written notice to the vendor in accordance with this cause, the purchaser must accept the tenancy on settlement.

22. The purchaser agrees and acknowledges that in the event that an extension of the cooling off period beyond that agreed as at the date of this contract is required by the purchaser, then they shall pay the sum of \$110.00 directly to the vendors Conveyancer as recognition of fees that the vendor shall incur on account of arranging the extension. This sum shall fall due and payable at settlement, or in the event the contract does not proceed, upon rescission whereby the purchaser authorizes the agent to release that sum to the vendors Conveyancer in that event. The sum shall fall due and payable regardless of whether or not the extension of the cool off period is granted. Whether or not the purchaser elects or does not elect to exercise their rights to cool off from the contract in due course.
23. The purchaser agree that if, on completion, any apportionment or payment due to be made under this contract is overlooked, incorrectly calculated or requires re-adjustments, both parties agree they will forthwith upon being requested to do so by other party, make a correct calculation and reimburse each other accordingly after settlement. This clause shall not merge on completion.
24. Despite any other clause in this contract, the vendor will not be required to complete the contract during the period commencing 12 pm on 18 December 2020 and ending at 9 am on 5 January 2021 ("the holiday period").
- (a) A notice to complete under additional Clause 1 issued less than 14 days before the commencement of the holiday period cannot stipulate a date for completion earlier than 2 business days after the end of the holiday period.
 - (b) Neither party may issue a notice to complete during the holiday period.
 - (c) If completion does not take place prior to the commencement of the holiday period, and the vendor is otherwise ready, able and willing to complete, interest payable by the purchaser under Additional Clause 3 will be calculated from the completion date to the actual date of completion after the holiday period and shall exclude the holiday period.

The purchaser cannot make any requisition, delay completion, rescind or terminate this contract because of any matter referred to in this clause.

Foreign Resident Capital Gains Withholding Payments

In the event that this sale is of a property with a value of \$750,000.00 dollars or more then:

(a) Clearance certificate or variation

- (i) The vendor must immediately advise the purchaser whether a clearance certificate or variation notice from the Australian Taxation Office will be provided.
- (ii) A clearance certificate or variation must be given at least 7 days prior to settlement.

(b) Withholding and remission of payment

- (i) If the vendor gives a clearance certificate, the purchaser must not withhold any amount.
- (ii) If the vendor gives the purchaser a variation notice, the purchaser must withhold the amount specified in that notice.
- (iii) In the event that the vendor does not provide a clearance certificate or a variation notice prior to settlement then the purchaser must withhold 12.5% of the purchase price on account of the Foreign Resident Capital Gains Withholding Payment.
- (iv) The purchaser must remit to the Australian Taxation Office any amount withheld on account of the Foreign Resident Capital Gains Withholding Payment as soon as possible following settlement.

(c) Vendor to indemnify purchaser

In the event that for any reason the purchaser becomes liable to pay an amount to the Australian Taxation Office on account of a liability arising out of the obligations of the vendor and purchaser under the Taxation Administration Act 1953 then the vendor indemnifies and holds harmless the purchaser from all amounts for which the purchaser becomes liable.



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 98/SP90402

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|---------|------------|-----------|
| 21/10/2020 | 7:58 PM | 3 | 15/9/2018 |

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY HSBC BANK AUSTRALIA LIMITED.

LAND

LOT 98 IN STRATA PLAN 90402
AT ZETLAND
LOCAL GOVERNMENT AREA SYDNEY

FIRST SCHEDULE

ZHIWEN DONG

(T AJ65933)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP90402
- 2 SP90402 RESTRICTION(S) ON THE USE OF LAND
- 3 AJ65934 MORTGAGE TO HSBC BANK AUSTRALIA LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

VICTORIA

PARK

PARADE

GADIGAL

WALK

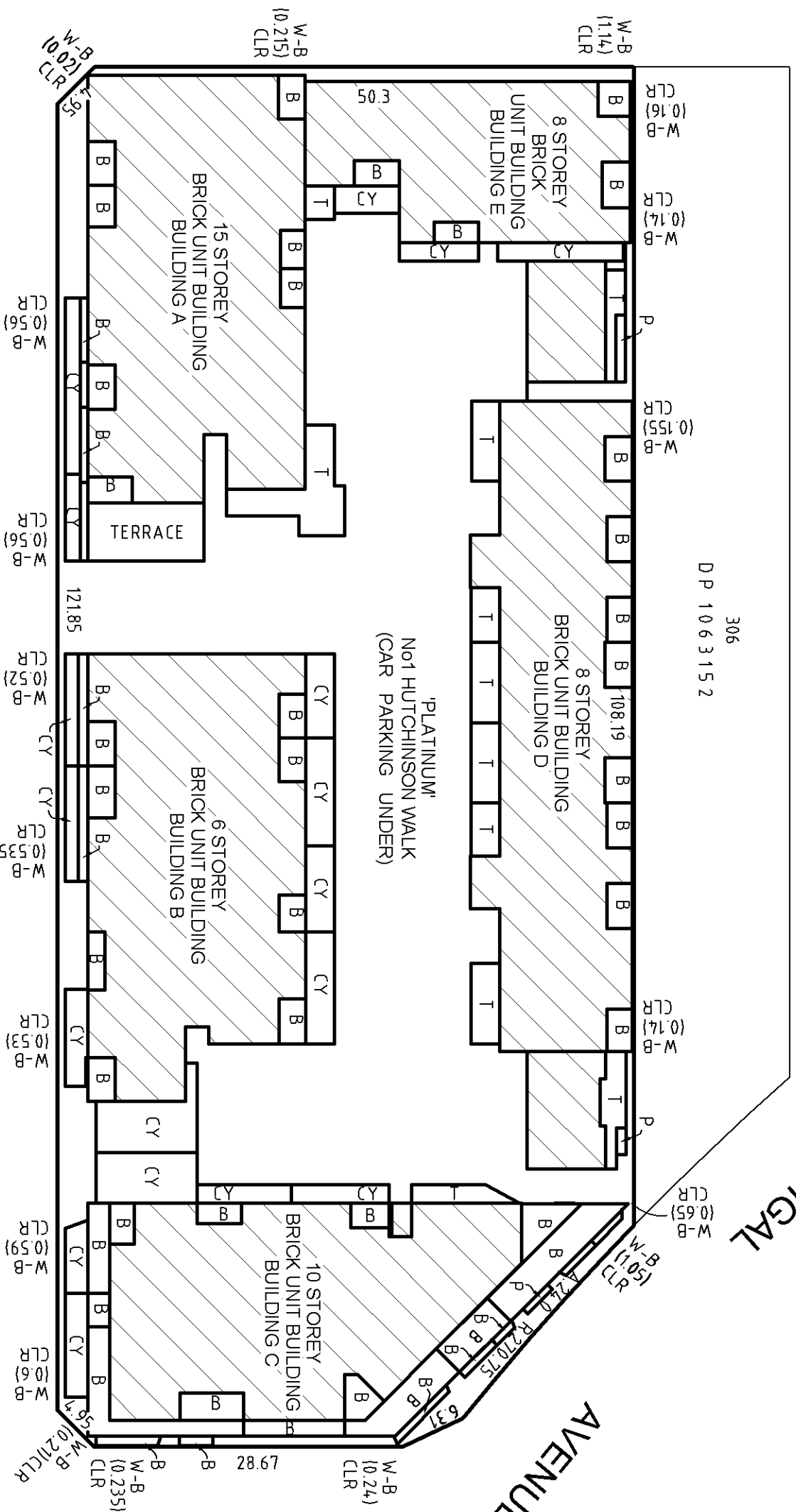
KIRBY

HUTCHINSON WALK

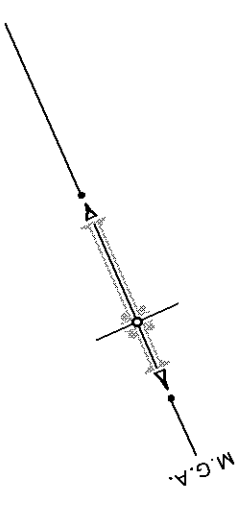
GEORGE

JULIUS

AVENUE



B - BALCONY
P - PLANTER
T - TERRACE
CY - COURTYARD



Surveyor: MICHAEL RODERICK LOCKLEY

Surveyor Ref: 30282-41096SP

Subdivision No: 17/SC48/14

Lengths are in metres. Reduction Ratio 1 : 500

Registered:

29.10.2014

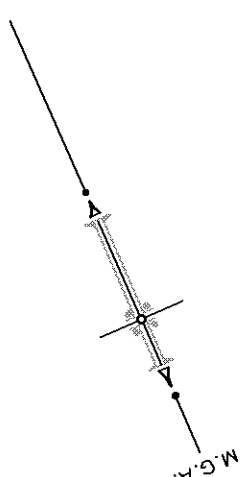


SP90402

©

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150

BASEMENT 02 (CARPARKING)



CP - COMMON PROPERTY
ST - STORE

- ~ DENOTES CENTRELINE OF COLUMN
- ~ DENOTES CENTRELINE OF COLUMN

~ DENOTES PROLONGATION OF FACE OF COLUMN

\perp - DENOTES RIGHT ANGLE

Surveyor: MICHAEL RODERICK LOCKLEY

Surveyor Ref: 30282-41096SP

Subdivision No: 17/SC48/14

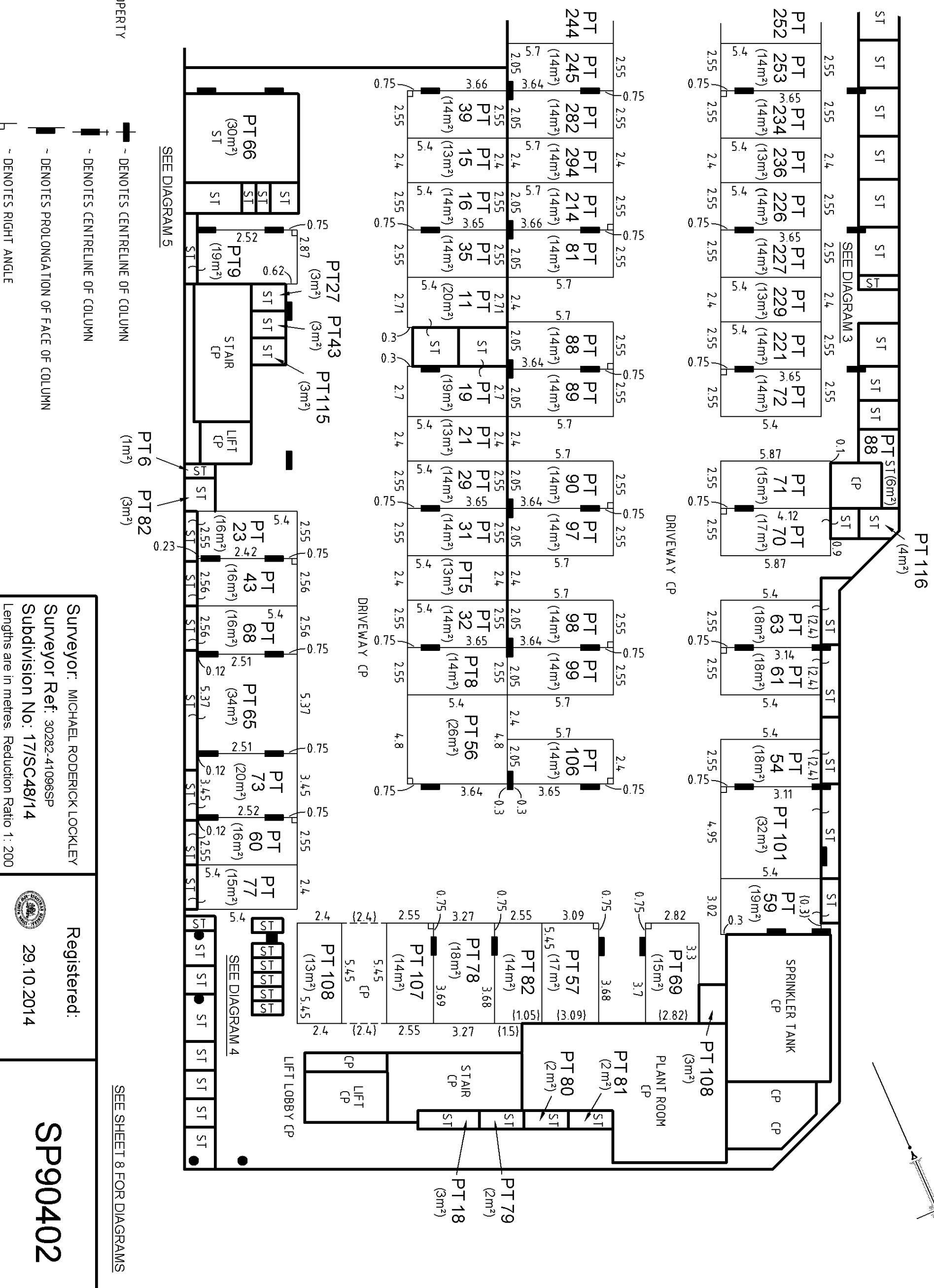
Lengths are in metres. Reduction Ratio 1: 200

Registered:

29.10.2014

SP90402

BASEMENT 02 (CARPARKING) - CONTINUATION



SHEET

2

ADJOINS

CP - COMMON PROPERTY
ST - STORE

~ DENOTES CENTRELINE OF COLUMN

~ DENOTES CENTRELINE OF COLUMN

~ DENOTES PROLONGATION OF FACE OF COLUMN

~ DENOTES RIGHT ANGLE

SEE DIAGRAM 5

PT27 PT43 PT115

PT6 PT82

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No: 17/SC48/14
Lengths are in metres. Reduction Ratio 1: 200

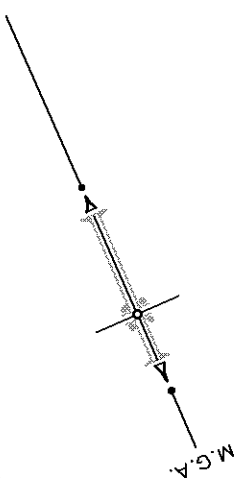
Registered:



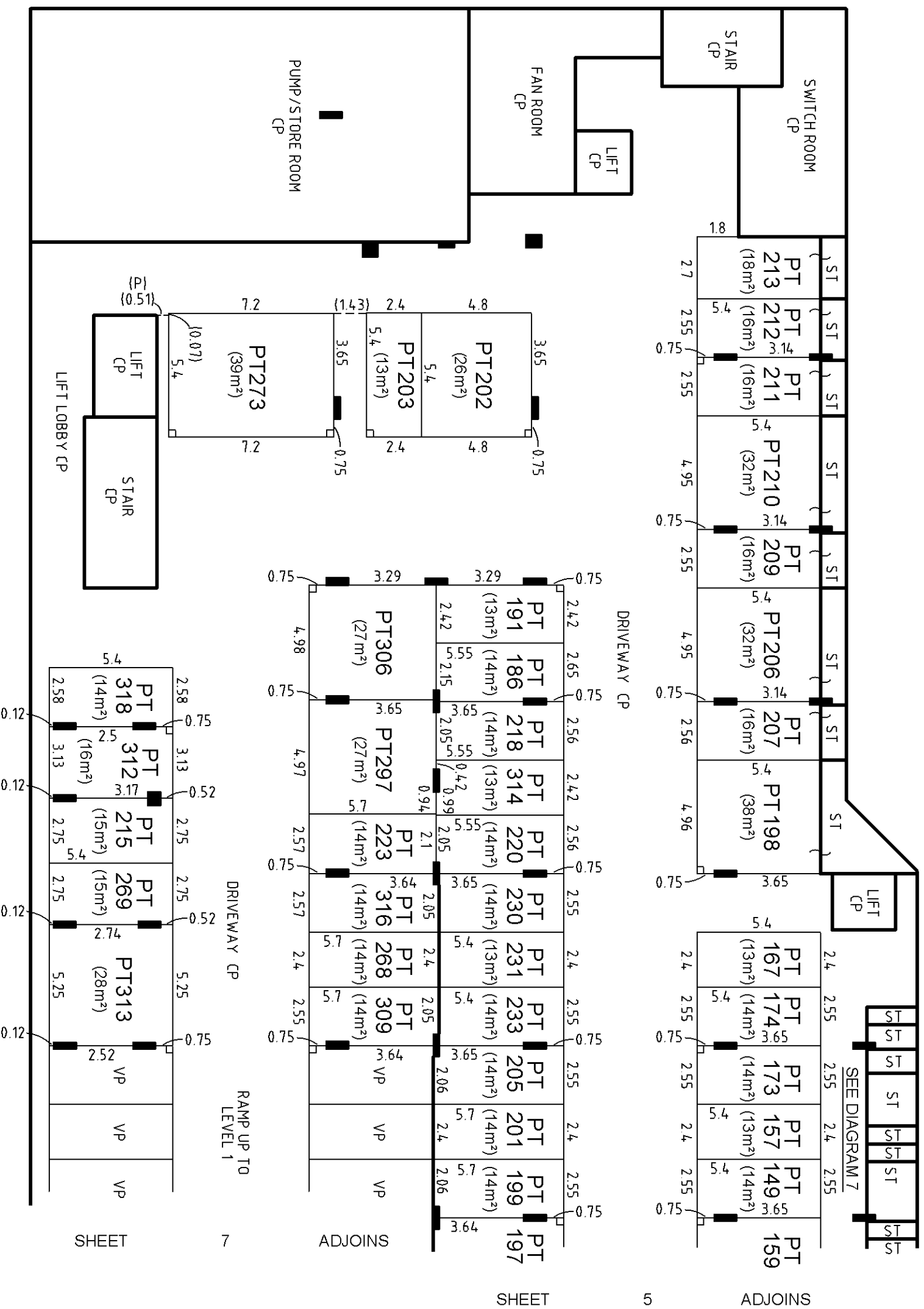
29.10.2014

SP90402

SEE SHEET 8 FOR DIAGRAMS



BASEMENT 01 (CARPARKING)



CP ~ COMMON PROPERTY
ST ~ STORE
VP ~ VISITOR PARKING (COMMON PROPERTY)
(P) ~ DENOTES PROLONGATION OF FACE OF WALL

- DENOTES CENTRELINE OF COLUMN
- DENOTES CENTRELINE OF COLUMN
- DENOTES PROLONGATION OF FACE OF COLUMN
- DENOTES RIGHT ANGLE

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No: 17/SC48/14
Lengths are in metres. Reduction Ratio 1 : 200

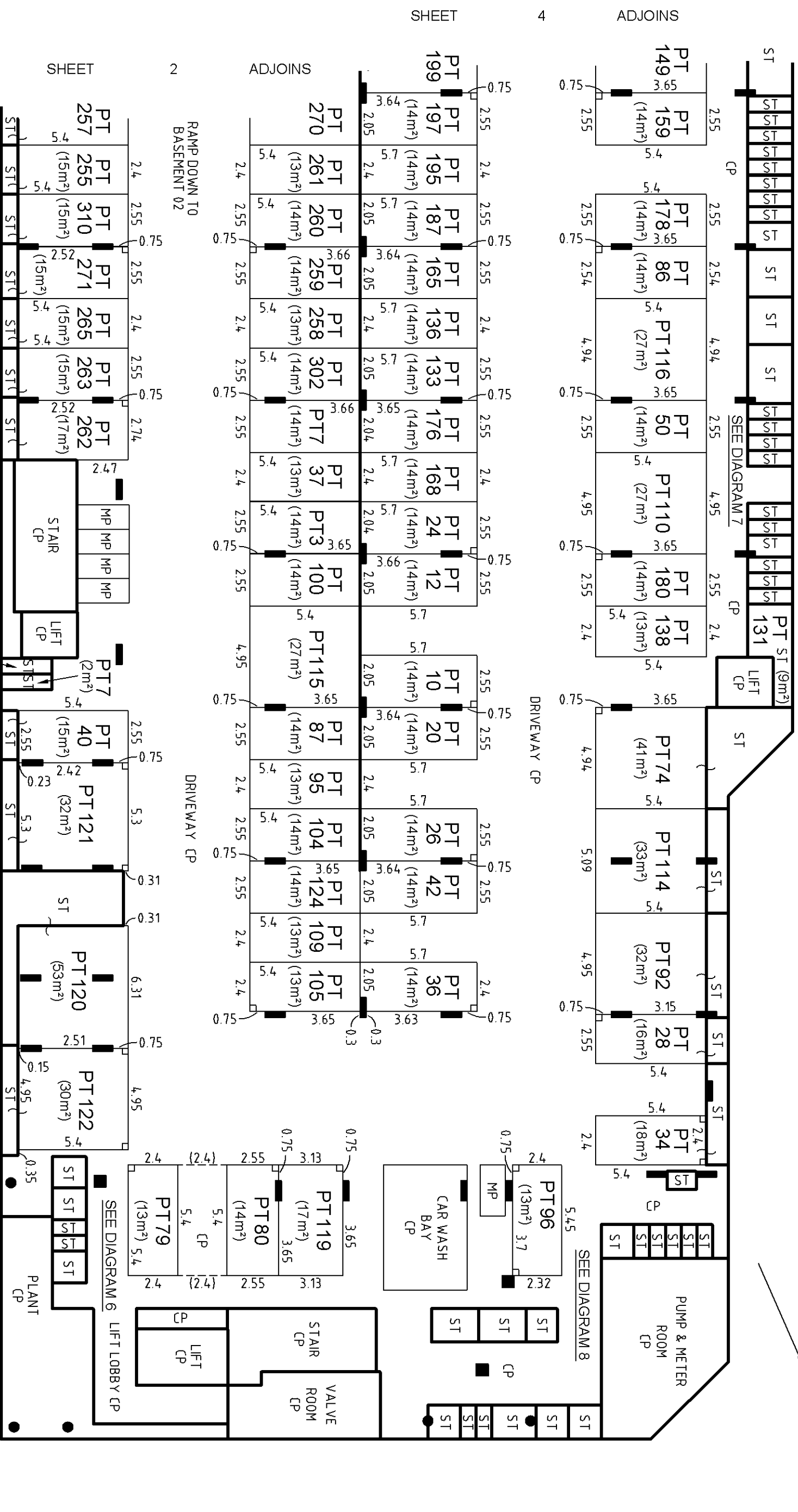
Registered:
29.10.2014

SP90402

SEE SHEET 9 FOR DIAGRAMS

| | | | | | | | | | | | | | | |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|

BASEMENT 01 (CARPARKING) - CONTINUATION



SHEET 4

ADJOINS

SHEET 2

ADJOINS

RAMP DOWN TO
BASEMENT 02

DRIVEWAY CP

DRIVEWAY CP

SEE DIAGRAM 8

CP

SEE DIAGRAM 7

CP

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

ST

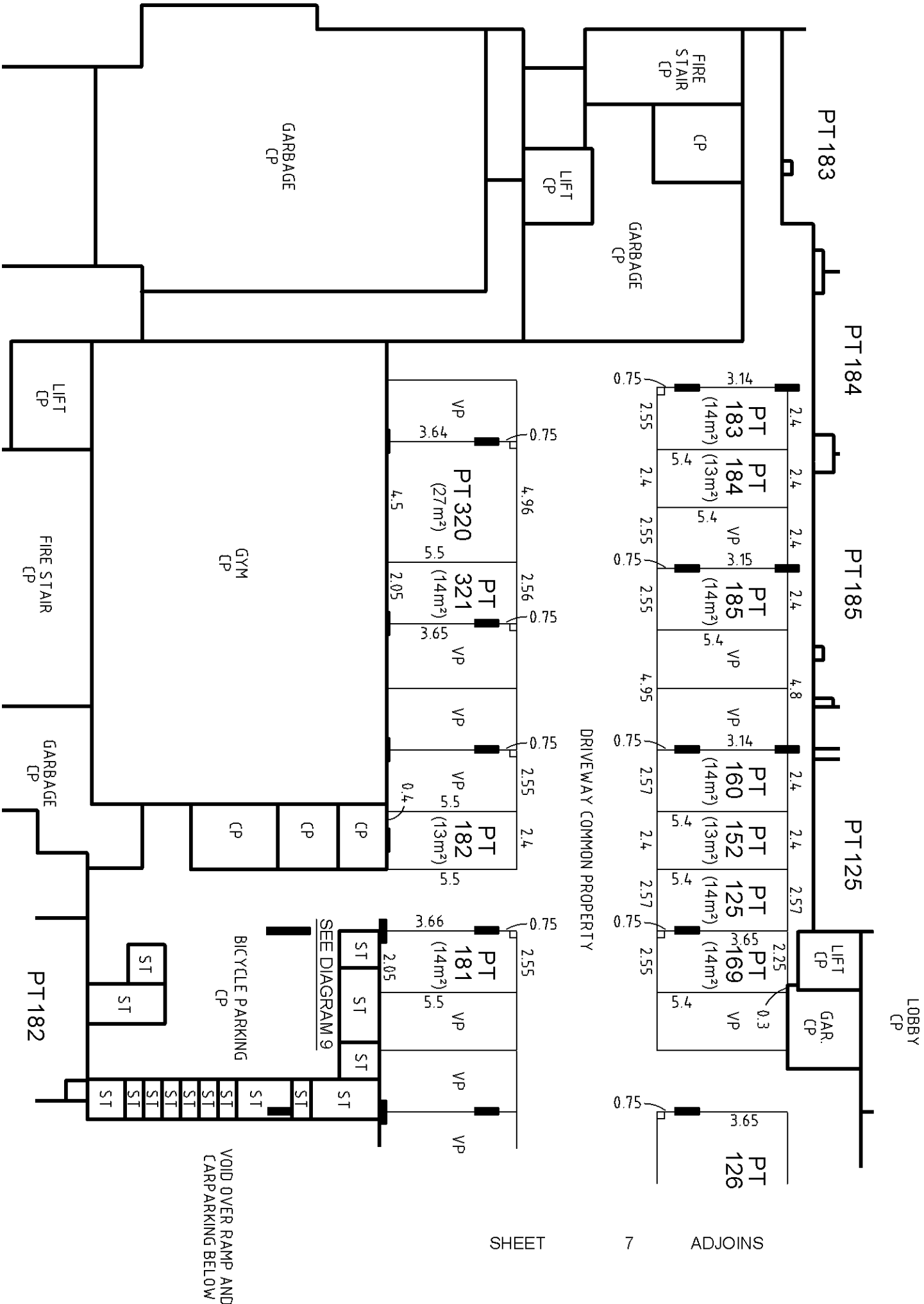
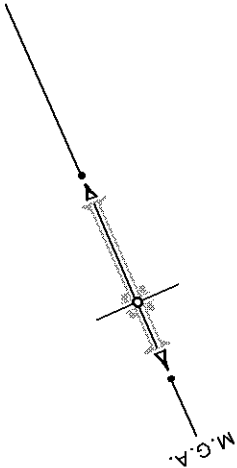
ST

ST

ST

ST

LEVEL 1 - (CAR PARKING)



CP ~ COMMON PROPERTY
ST ~ STORE
VP ~ VISITOR PARKING (COMMON PROPERTY)

~ DENOTES CENTRELINE OF COLUMN
~ DENOTES CENTRELINE OF COLUMN
~ DENOTES PROLONGATION OF FACE OF COLUMN
~ DENOTES RIGHT ANGLE

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No: 17/SC48/14
Lengths are in metres. Reduction Ratio 1: 200

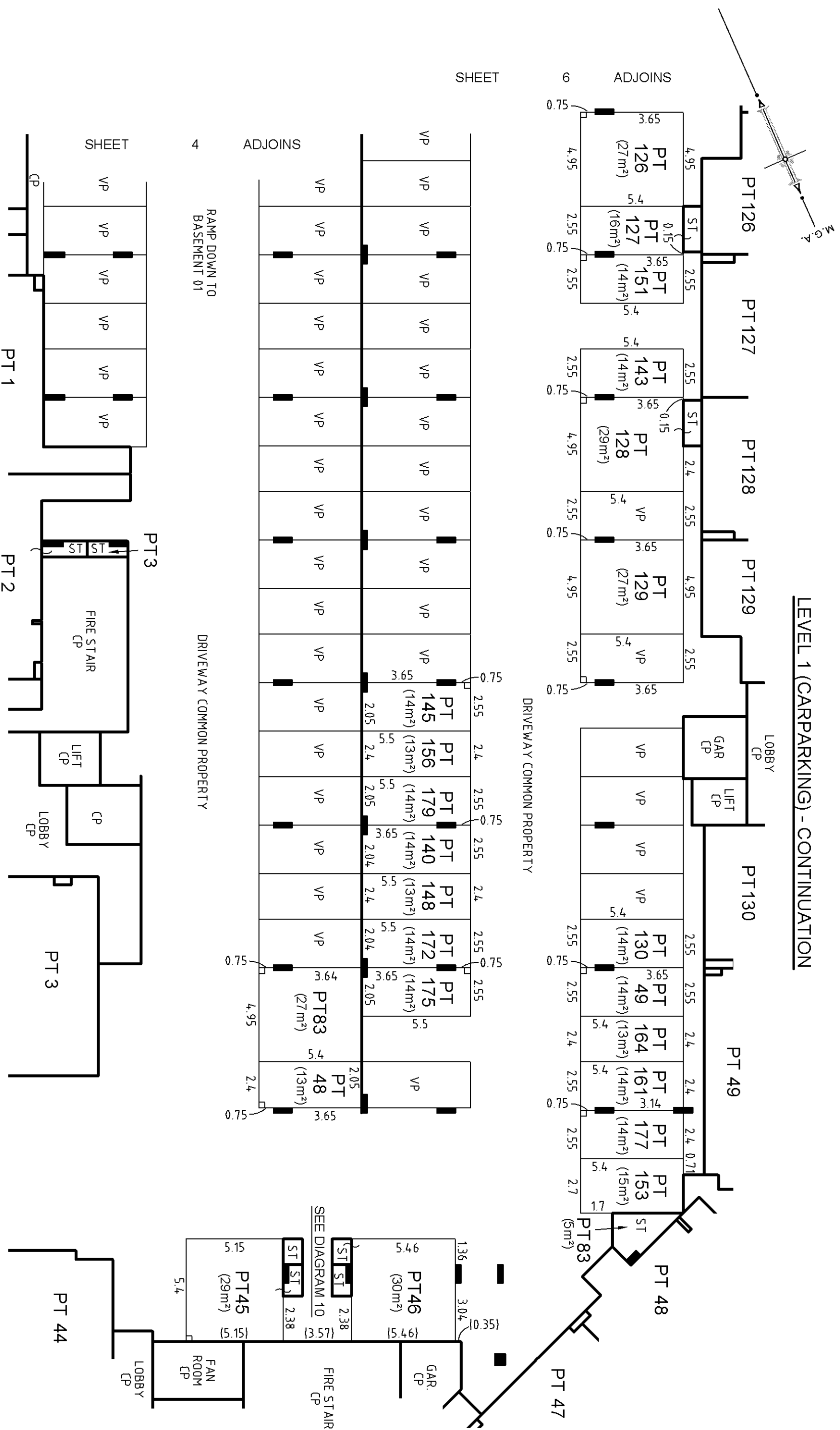


Registered:
29.10.2014

SP90402

SEE SHEETS 8-9 FOR DIAGRAMS

| | | | | | | | | | | | | | | |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|

LEVEL 1 (CARPARKING) - CONTINUATION

SEE SHEETS 8-9 FOR DIAGRAMS

Surveyor: MICHAEL RODERICK LOCKLEY

Surveyor Ref: 30282-41096SP

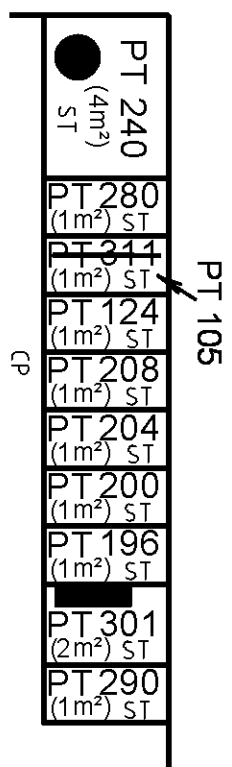
Subdivision No: 17/SC48/14

Lengths are in metres. Reduction Ratio 1 : 200

Registered:

29.10.2014

SP90402



DIAGRAMS

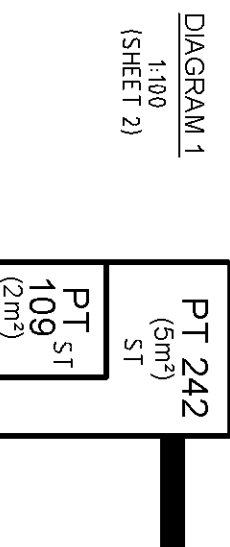
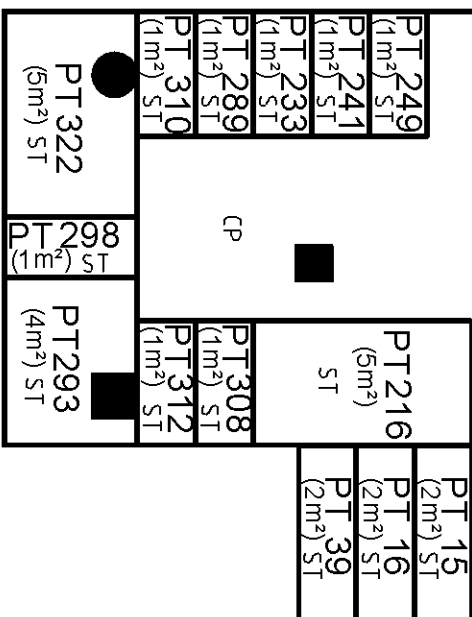


DIAGRAM 2

1:100 (SHEET 2)

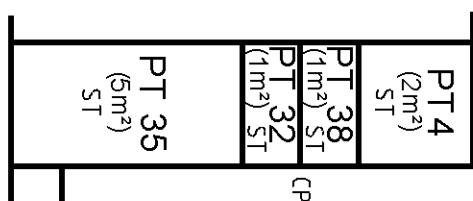


DIAGRAM 5

1:100 (SHEET 3)

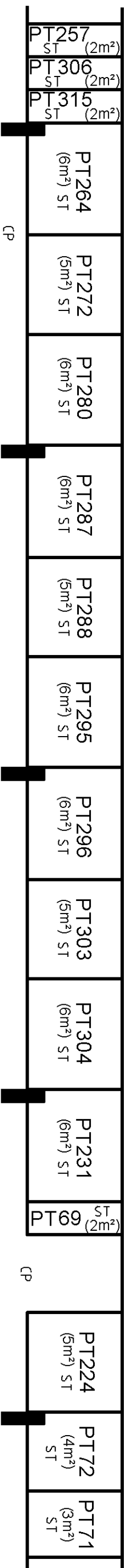
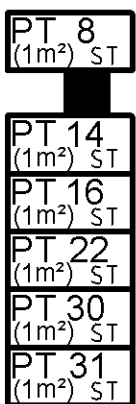


DIAGRAM 3

1:100 (SHEETS 2 & 3)



CP

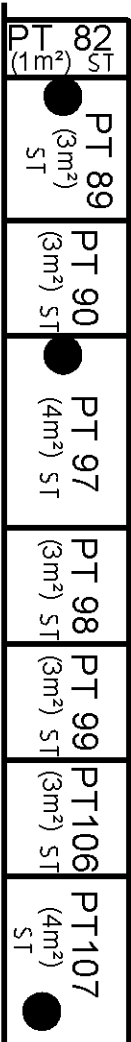


DIAGRAM 4

1:100 (SHEET 3)

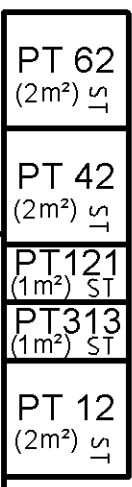
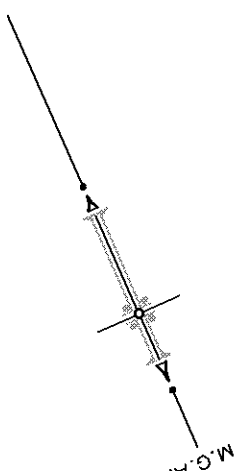


DIAGRAM 6

1:100 (SHEET 5)



CP - COMMON PROPERTY
ST - STORE

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No: 17/SC48/14
Lengths are in metres. Reduction Ratio 1 : 200

Registered:
29.10.2014

SP90402

SP90402

STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet 9 of 27 sheets

DIAGRAMS - (CONTINUATION)

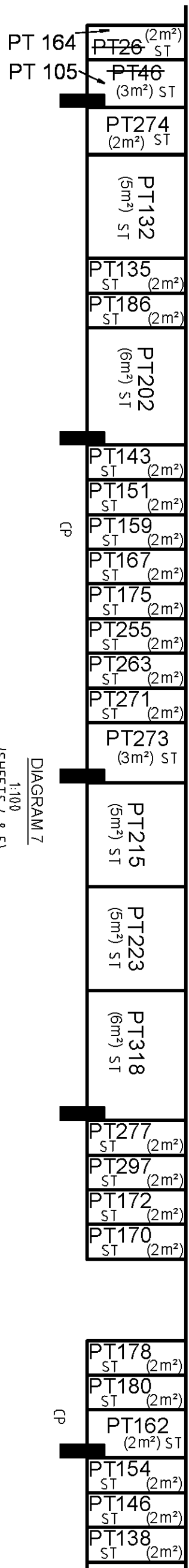


DIAGRAM 7
1:100
(SHEETS 4 & 5)

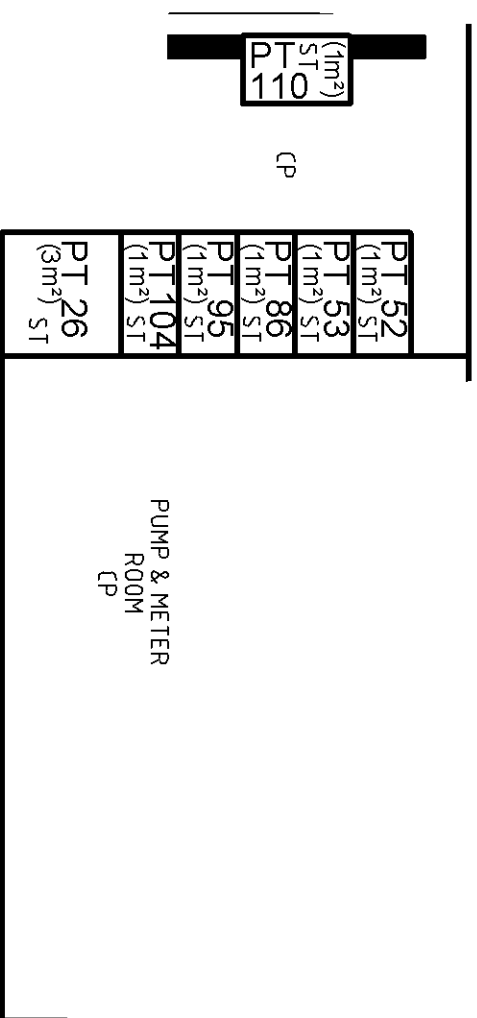


DIAGRAM 8
1:100
(SHEET 5)

CP - COMMON PROPERTY
ST - STORE

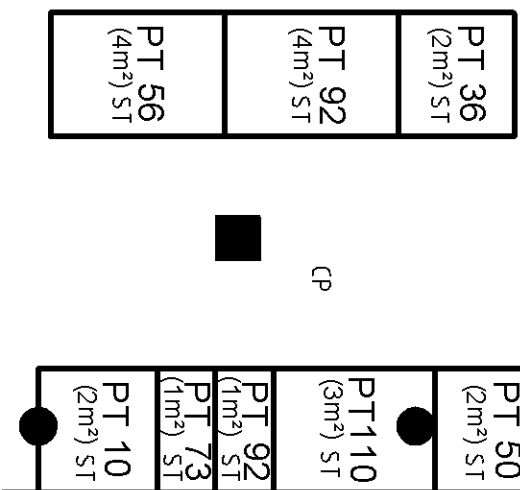


DIAGRAM 9
1:100
(SHEET 6)

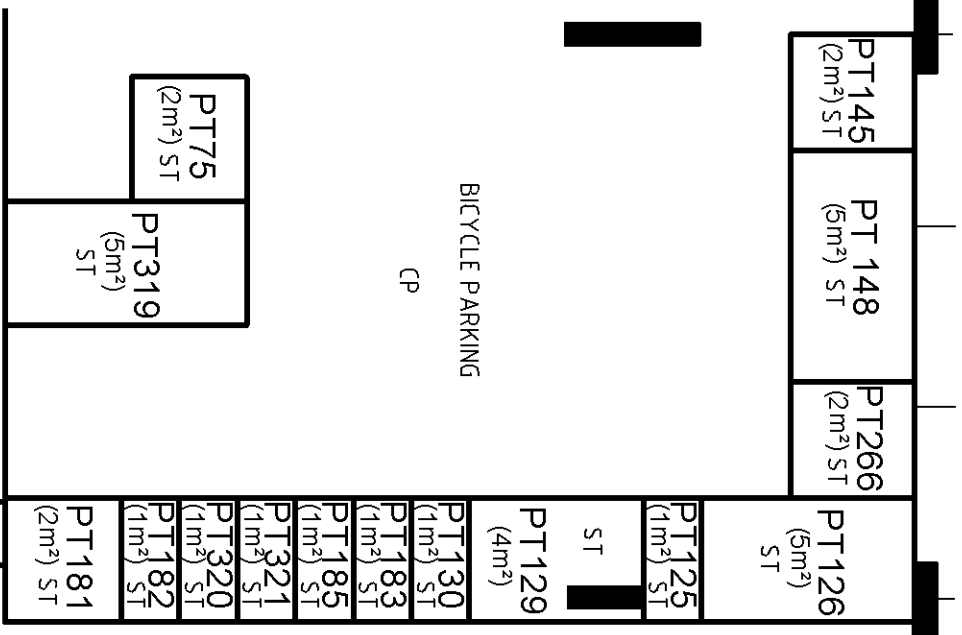
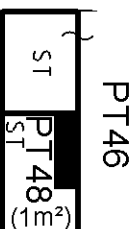
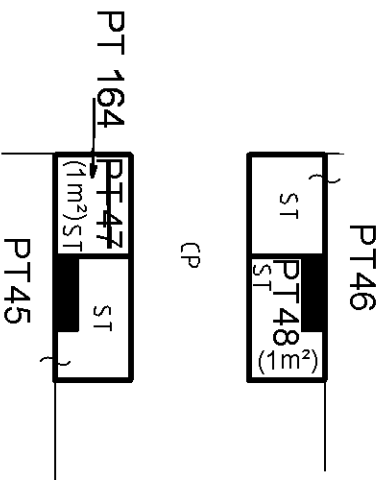


DIAGRAM 10
1:100
(SHEET 7)



Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No: 17/SC48/14
Lengths are in metres. Reduction Ratio 1 : 200

Registered:

29.10.2014

SP90402

SP90402

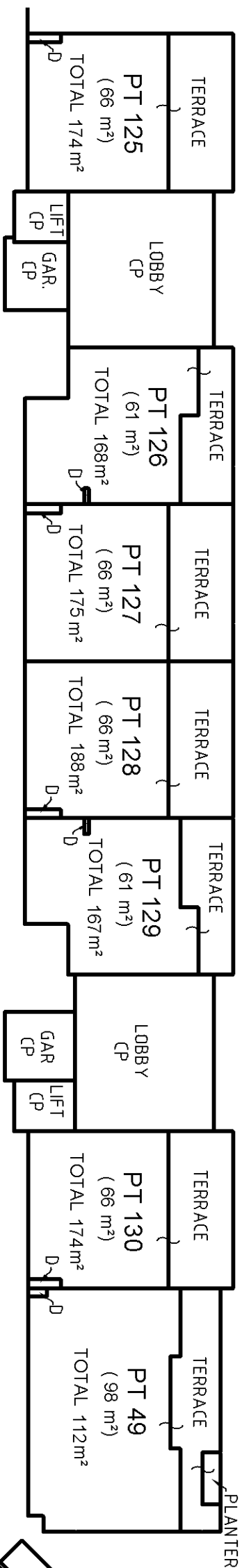
STRATA PLAN FORM 2 (A3)

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

ePlan

Sheet 10 of 27 sheets

LEVEL 1

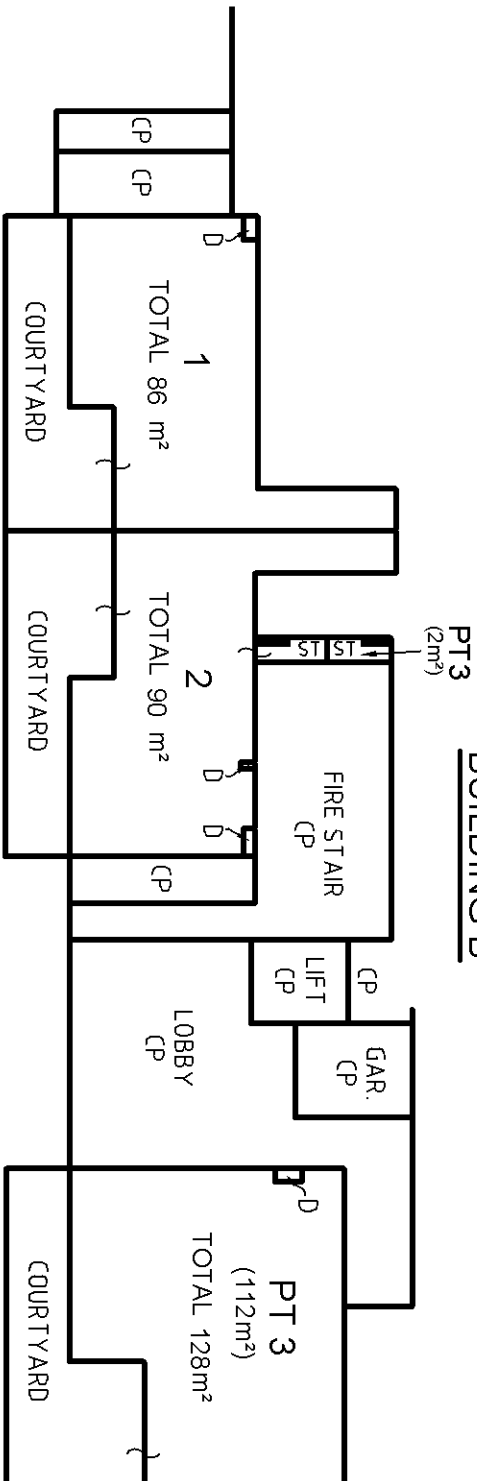


BUILDING D

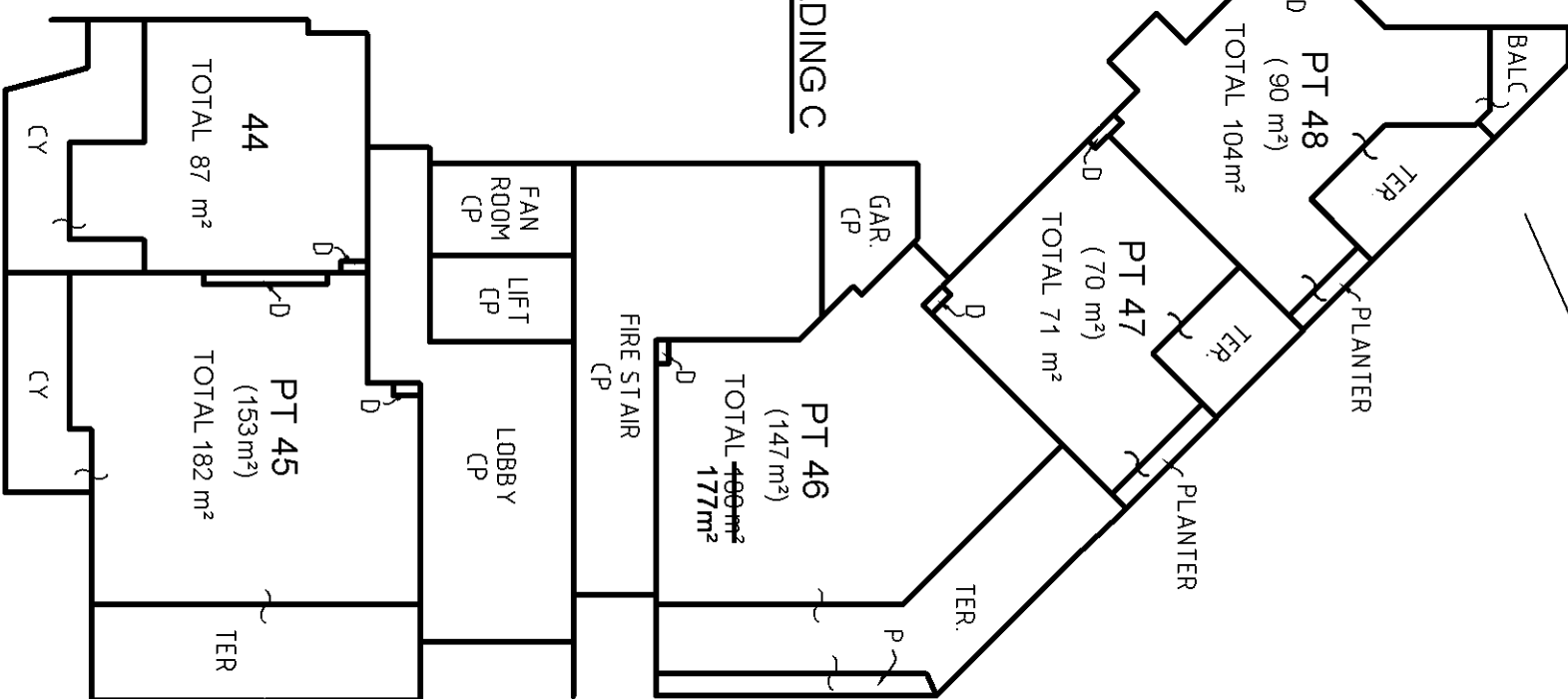
SEE SHEET 6-7 FOR CAR PARKING

- BALC - BALCONY
- CP - COMMON PROPERTY
- D - DUCT (COMMON PROPERTY)
- GAR - GARBAGE ROOM (COMMON PROPERTY)
- P - PLANTER
- TER - TERRACE
- ST - STORE
- CY - COURTYARD

BUILDING B



BUILDING C



THE STRATUM OF THE COURTYARDS, TERRACES, BALCONIES & PLANTERS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

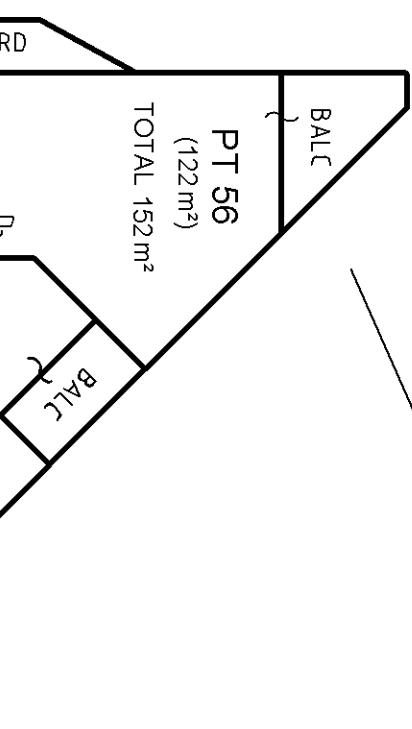
Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No: 17/SC48/14
Lengths are in metres. Reduction Ratio 1 : 250

Registered:

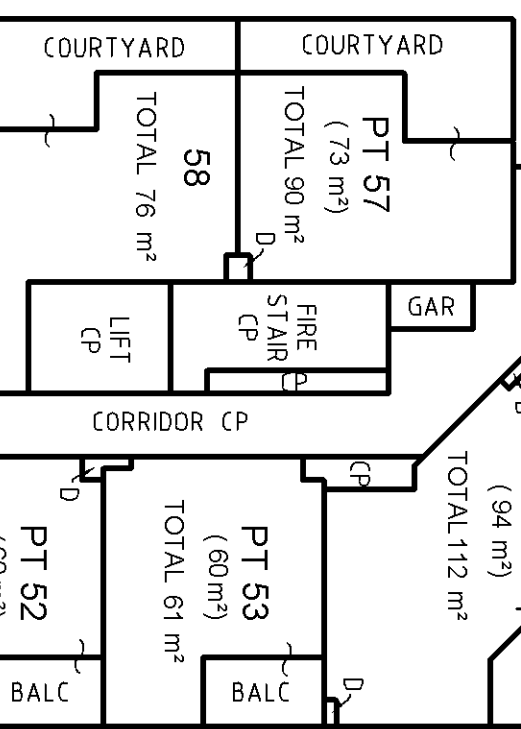


29.10.2014

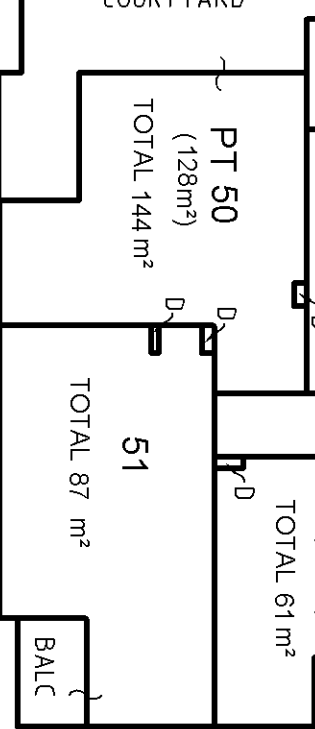
SP90402



BUILDING C



BALC ~ BALCONY
CP ~ COMMON PROPERTY
D ~ DUCT (COMMON PROPERTY)
GAR ~ GARBAGE ROOM (COMMON PROPERTY)
TER ~ TERRACE
CY ~ COURTYARD



Surveyor: MICHAEL RODERICK LOCKLEY
 Surveyor Ref: 30282-41096SP
 Subdivision No: 17/SC48/14
 Lengths are in metres. Reduction Ratio 1: 250

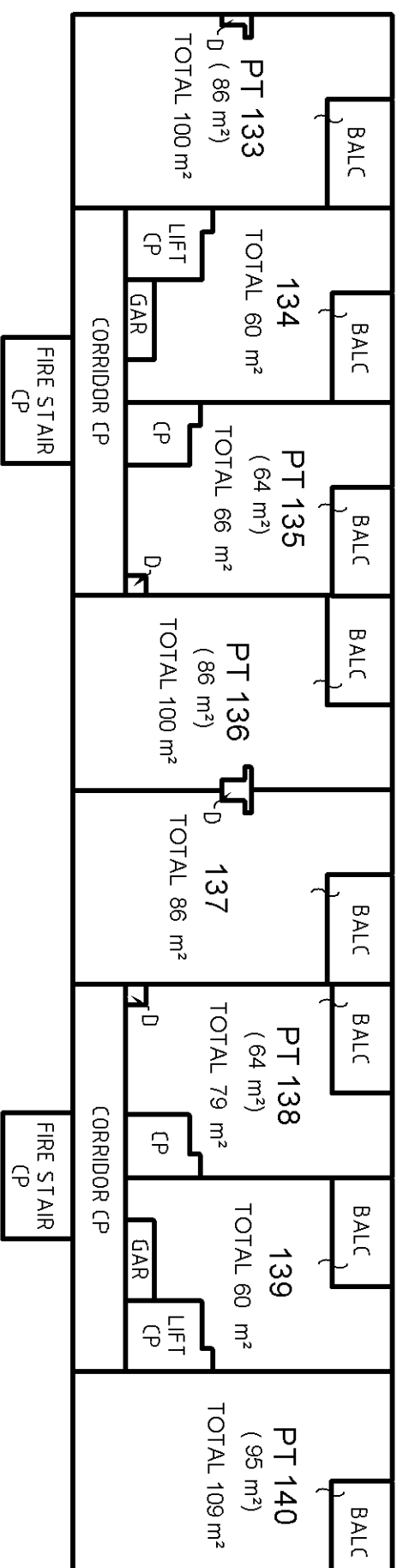
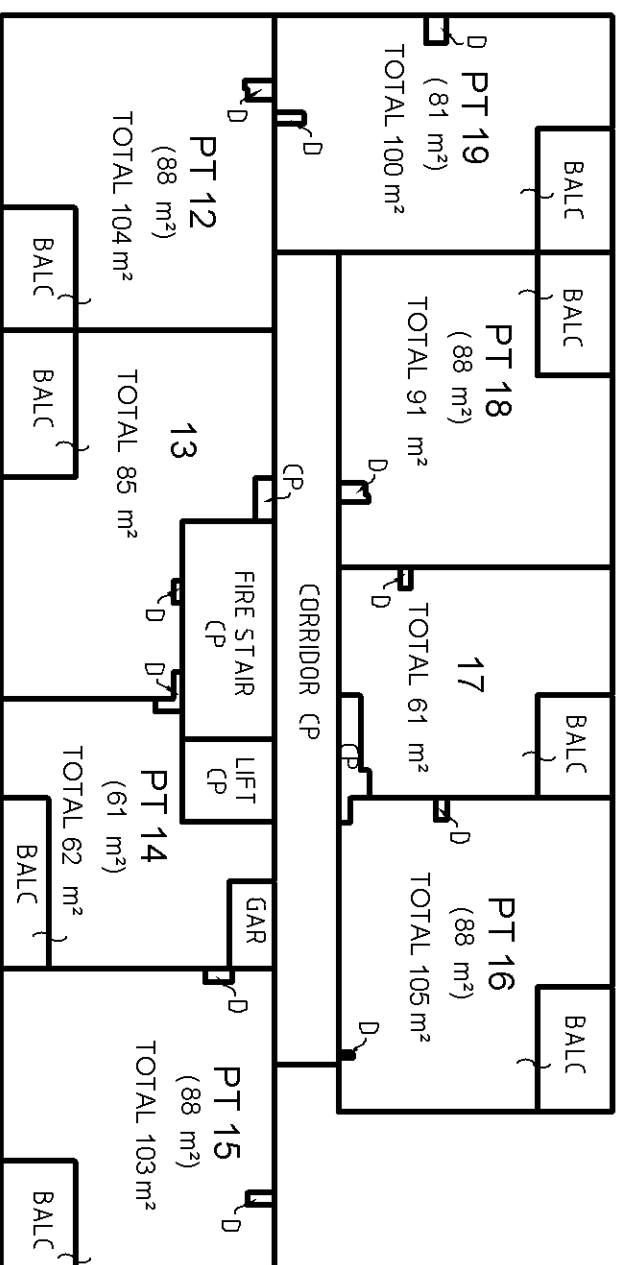
Registered:



29.10.2014

SP90402

1

LEVEL 3BUILDING B

BALC ~ BALCONY
 CP ~ COMMON PROPERTY
 D ~ DUCT (COMMON PROPERTY)
 GAR ~ GARBAGE ROOM (COMMON PROPERTY)

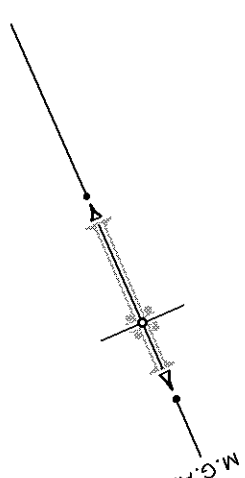
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE
 THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.
 ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE
 STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: MICHAEL RODERICK LOCKLEY
 Surveyor Ref: 30282-41096SP
 Subdivision No: 17/SC48/14
 Lengths are in metres. Reduction Ratio 1 : 250

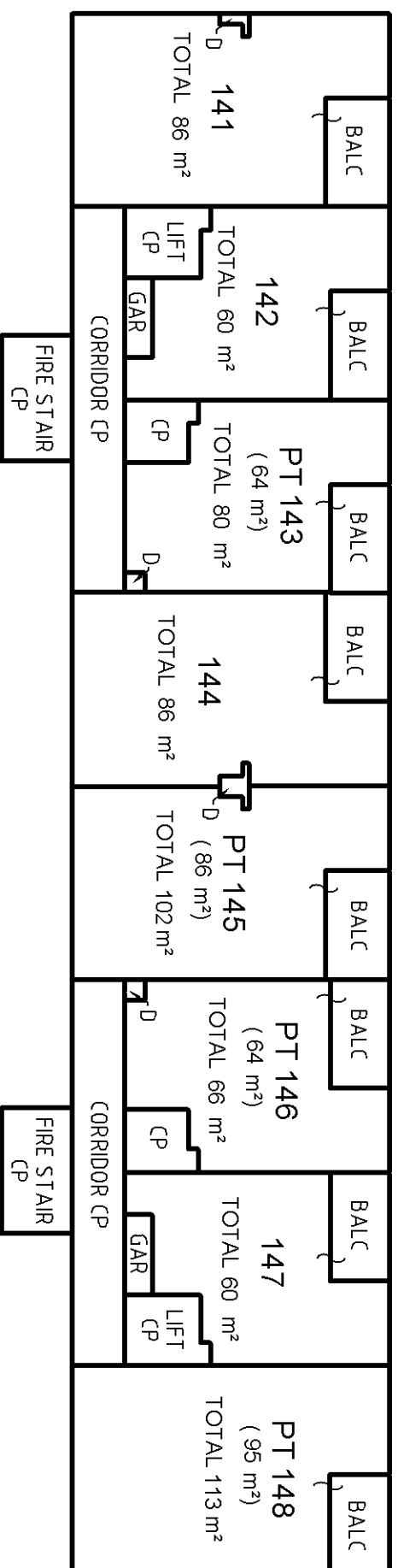
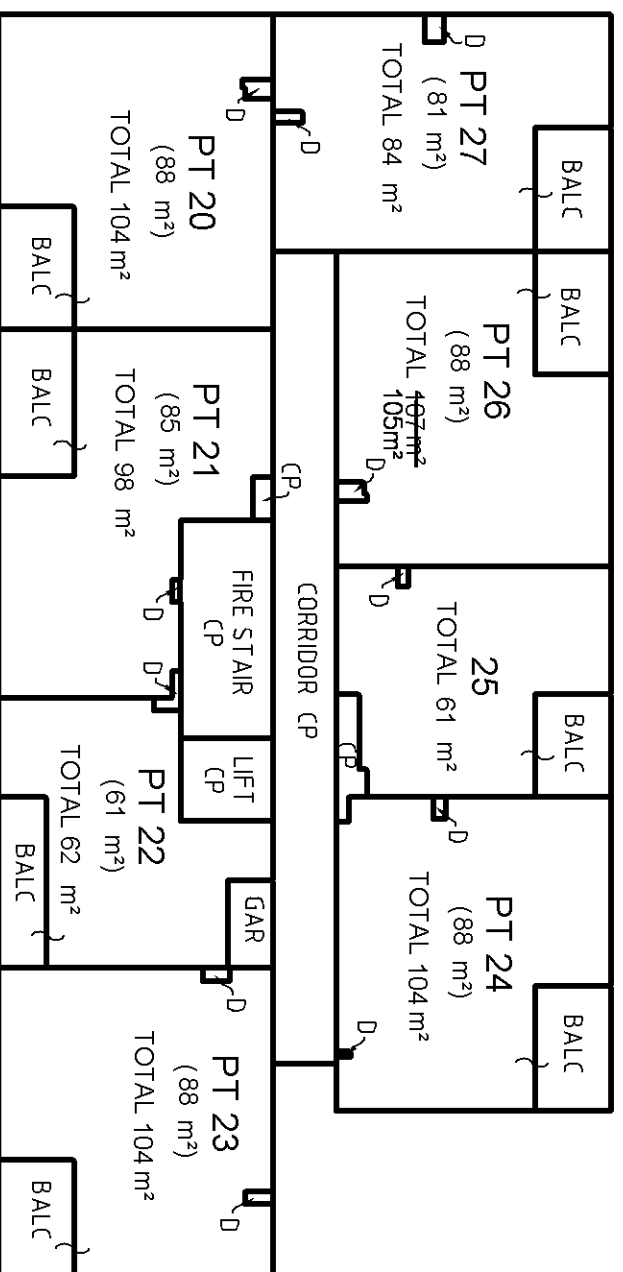
Registered:
 29.10.2014



SP90402



| | | | | | | | | | | | | | | |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|

LEVEL 4BUILDING B

BALC - BALCONY
 CP - COMMON PROPERTY
 D - DUCT (COMMON PROPERTY)
 GAR - GARBAGE ROOM (COMMON PROPERTY)

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE
 THEIR RESPECTIVE HARDEST AND SURFACE EXCEPT WHERE COVERED.
 ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE
 STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: MICHAEL RODERICK LOCKLEY
 Surveyor Ref: 30282-41096SP
 Subdivision No: 17/SC48/14
 Lengths are in metres. Reduction Ratio 1: 250

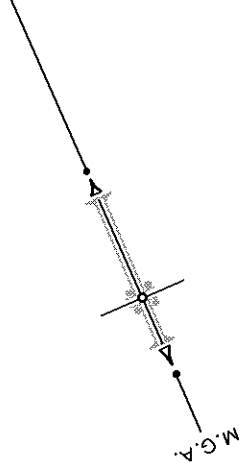
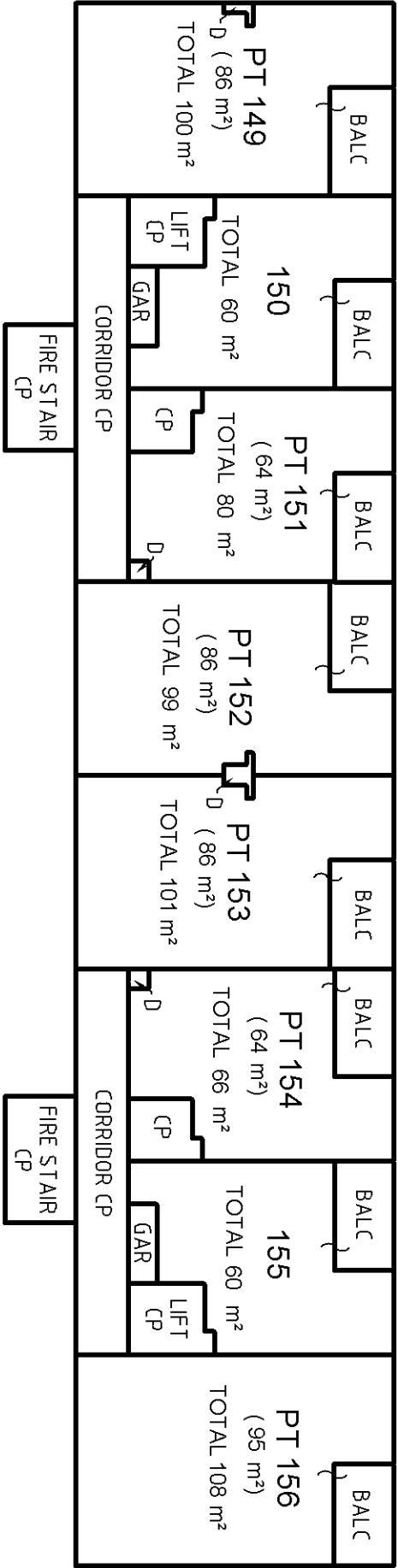
Registered:



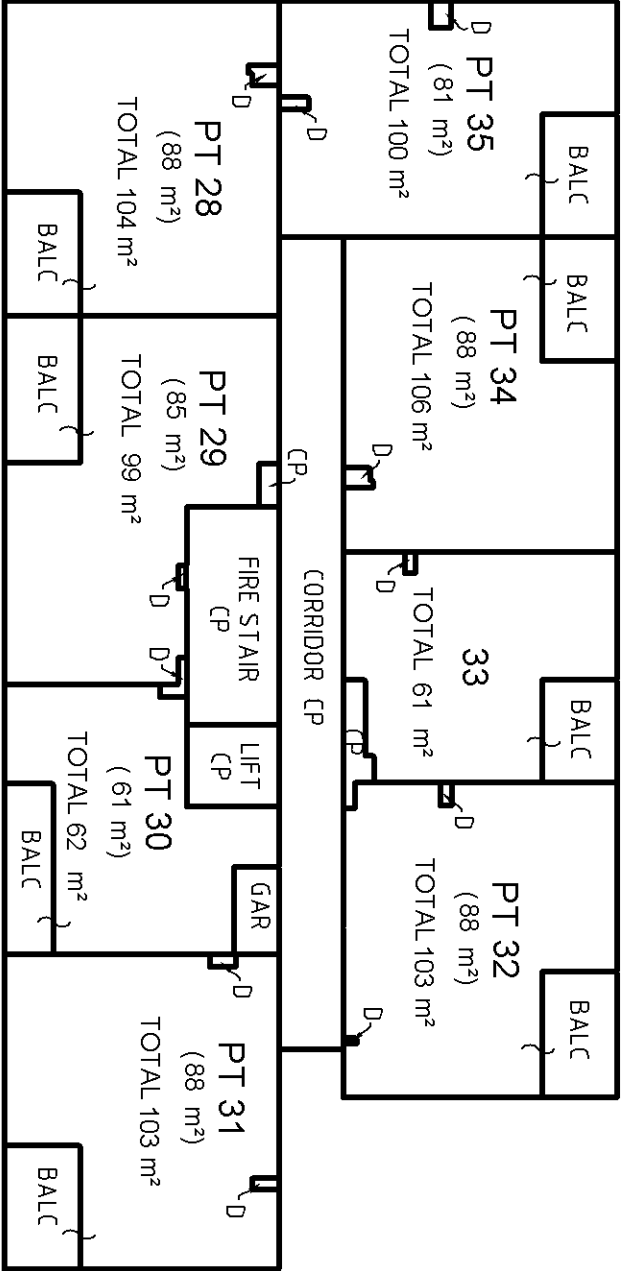
29.10.2014

SP90402

LEVEL 5



BUILDING B



BALC ~ BALCONY
CP ~ COMMON PROPERTY
D ~ DUCT (COMMON PROPERTY)
GAR ~ GARBAGE ROOM (COMMON PROPERTY)

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE
THEIR RESPECTIVE HARDESTAND SURFACE EXCEPT WHERE COVERED.

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: MICHAEL RODERICK LOCKLEY

Surveyor Ref: 30282-41096SP

Subdivision No: 17/SC48/14

Lengths are in metres. Reduction Ratio 1 : 250

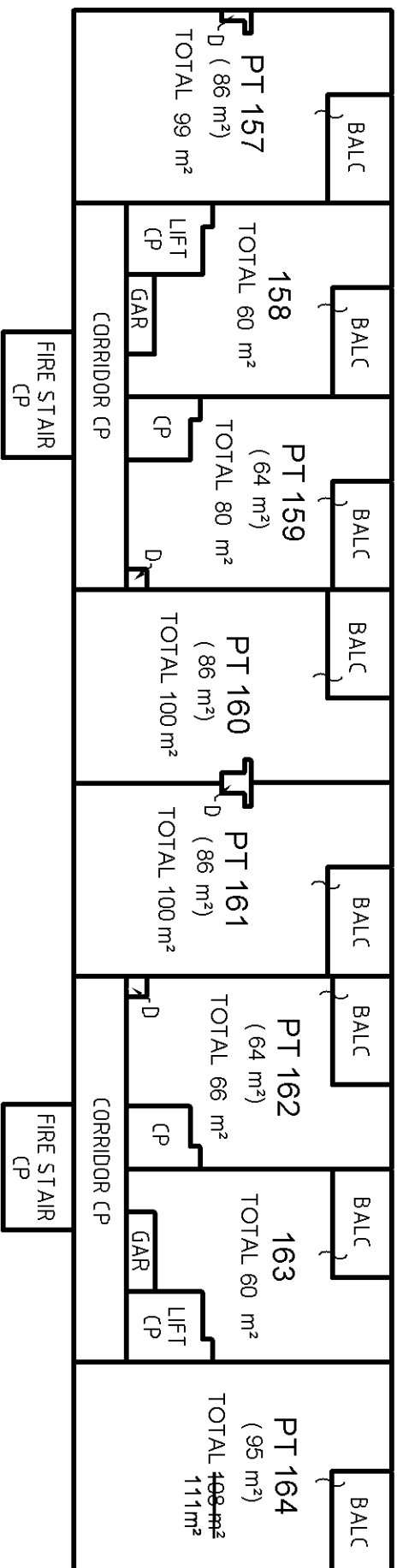
Registered:



29.10.2014

SP90402

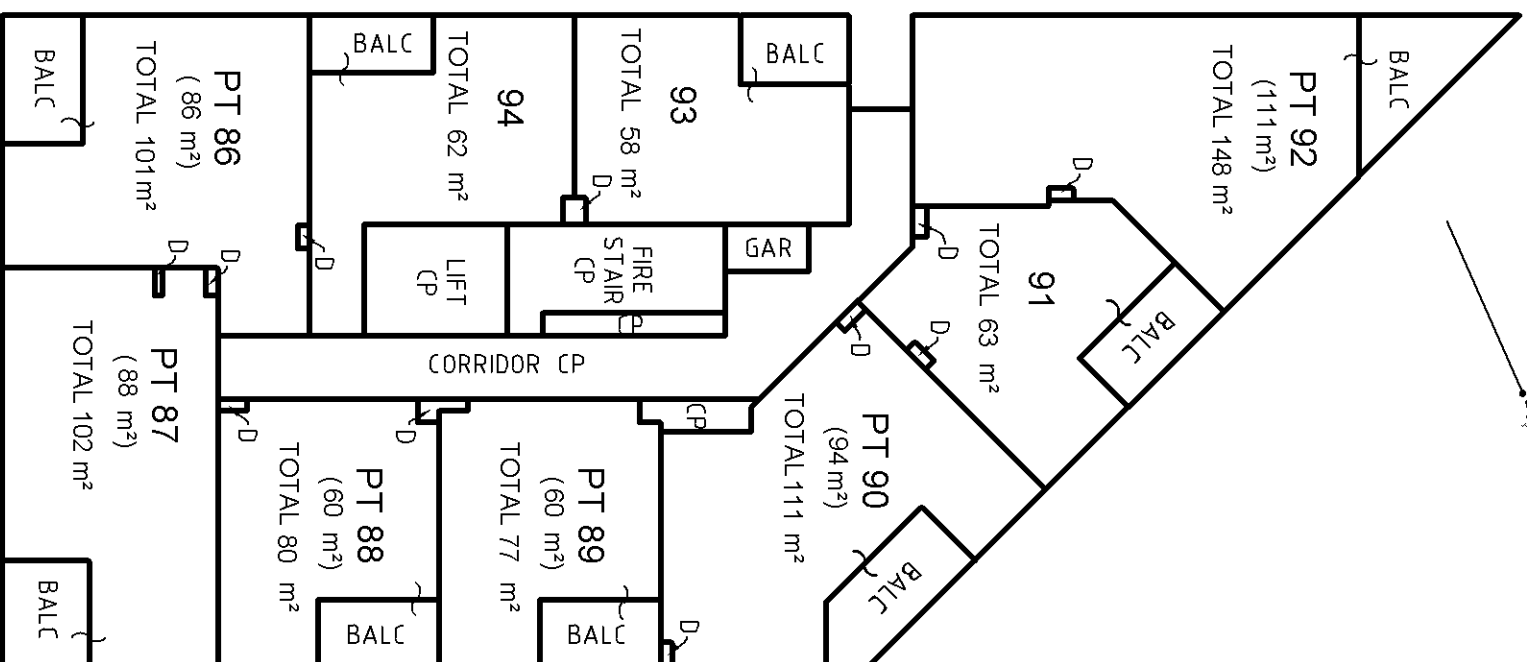
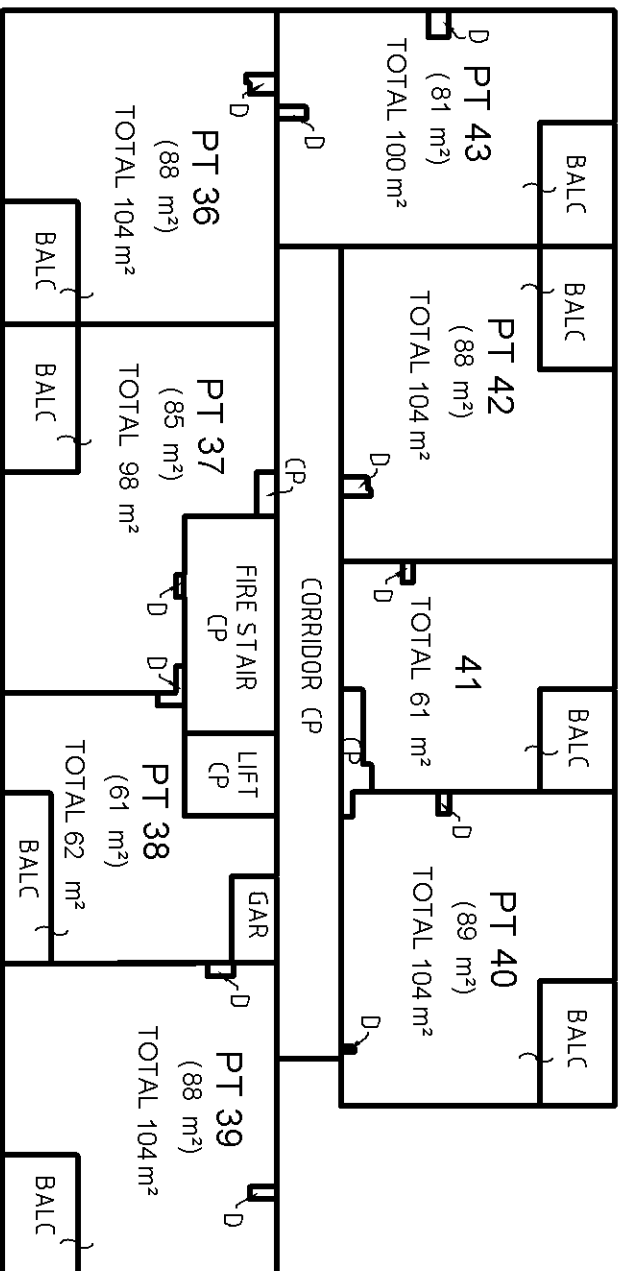
LEVEL 6



BUILDING D

BUILDING B

BUILDING C



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE
THEIR RESPECTIVE HARDEST AND SURFACE EXCEPT WHERE COVERED.
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No: 17/SC48/14
Lengths are in metres. Reduction Ratio 1: 250

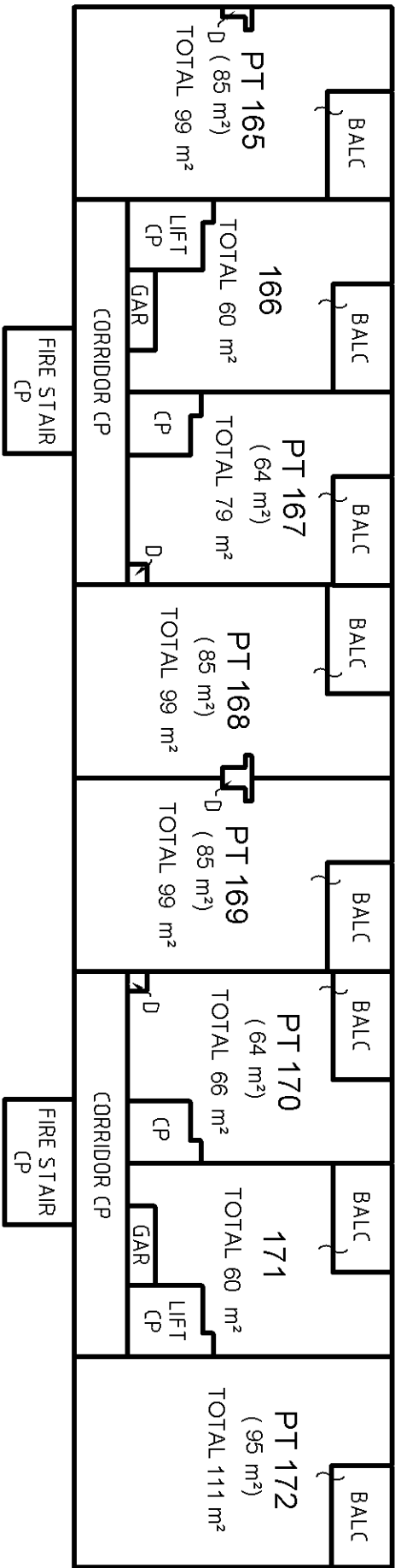
Registered:
29.10.2014



SP90402

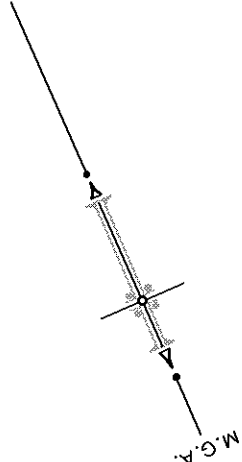
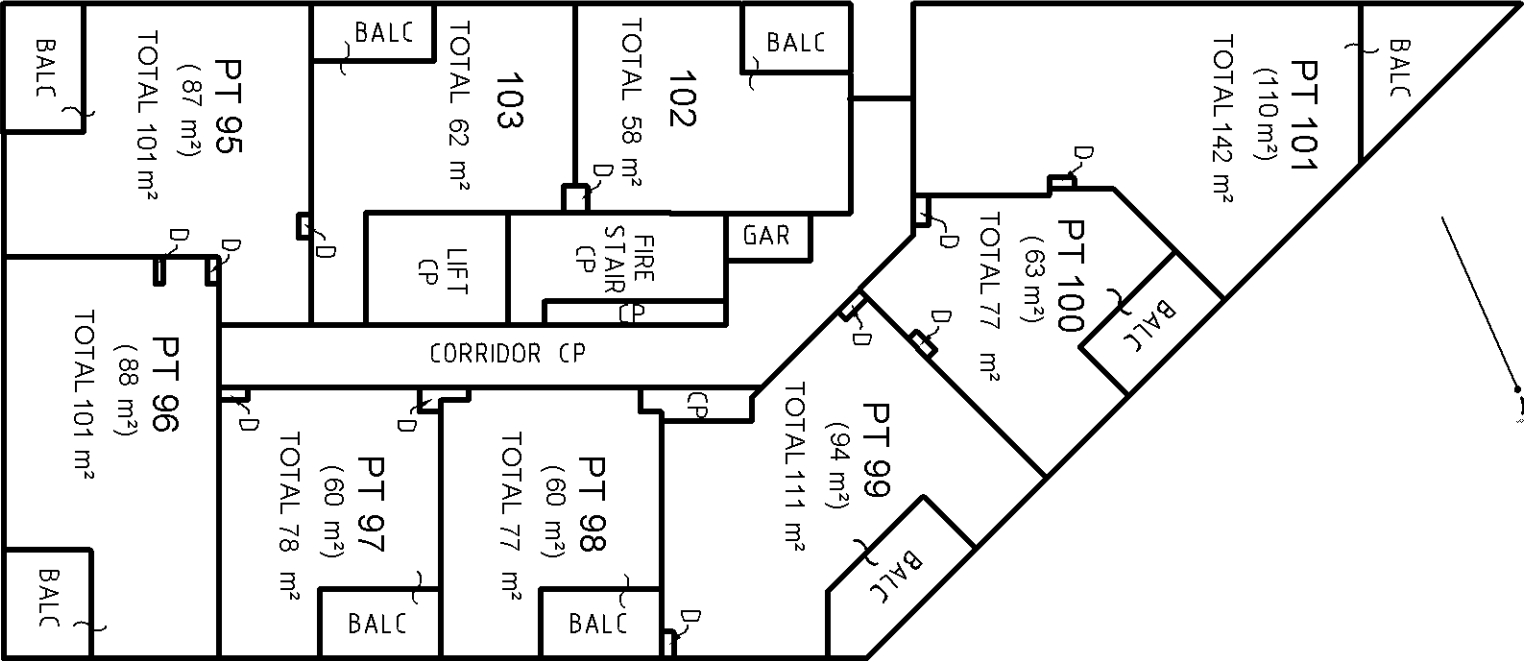


LEVEL 7



BUILDING D

BUILDING C



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDEST AND SURFACE EXCEPT WHERE COVERED.
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

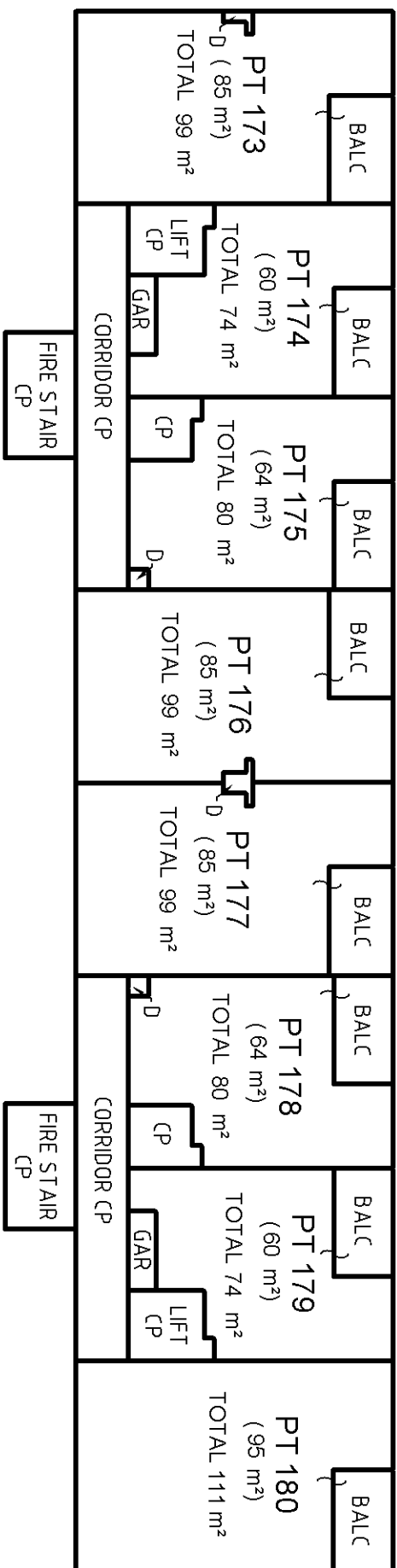
Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No: 17/SC48/14
Lengths are in metres. Reduction Ratio 1 : 250



Registered:
29.10.2014

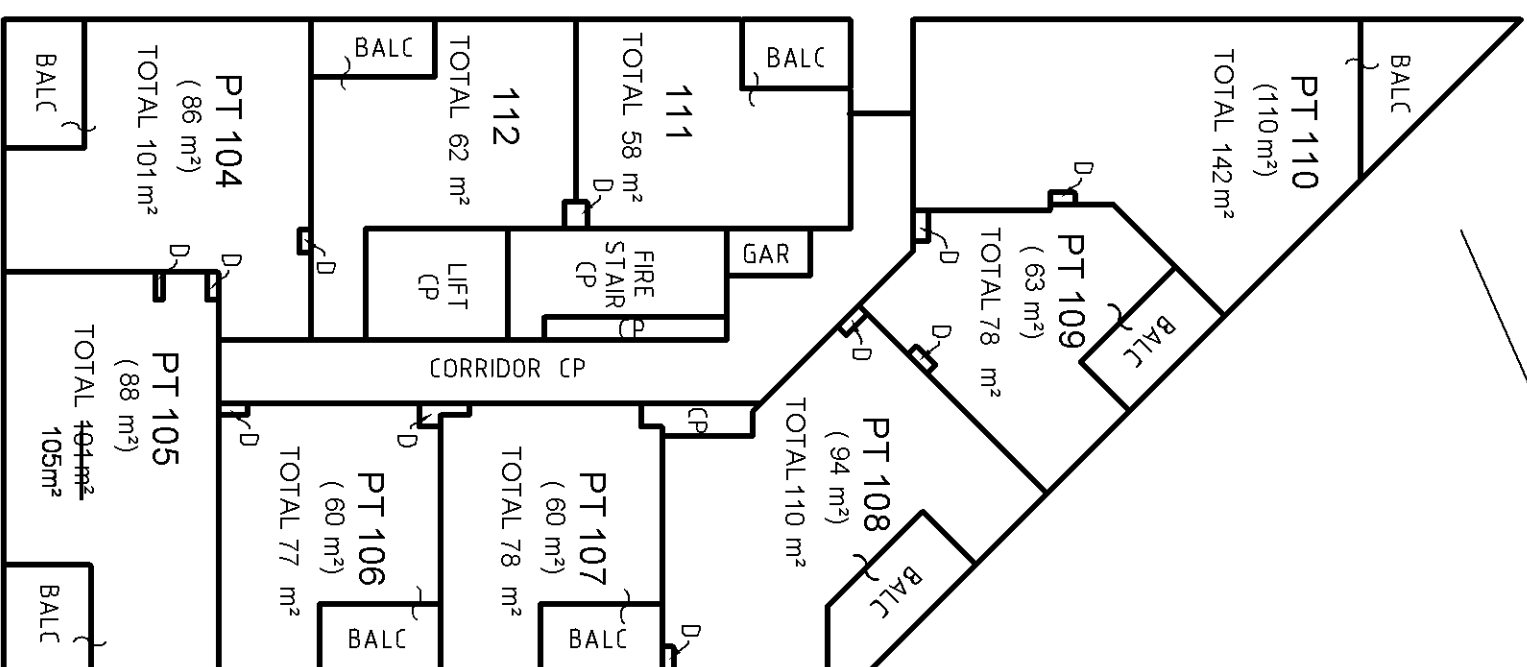
SP90402

LEVEL 8



BUILDING D

BUILDING C



BALC ~ BALCONY
CP ~ COMMON PROPERTY
D ~ DUCT (COMMON PROPERTY)
GAR ~ GARBAGE ROOM (COMMON PROPERTY)

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE
THEIR RESPECTIVE HARDEST AND SURFACE EXCEPT WHERE COVERED.
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

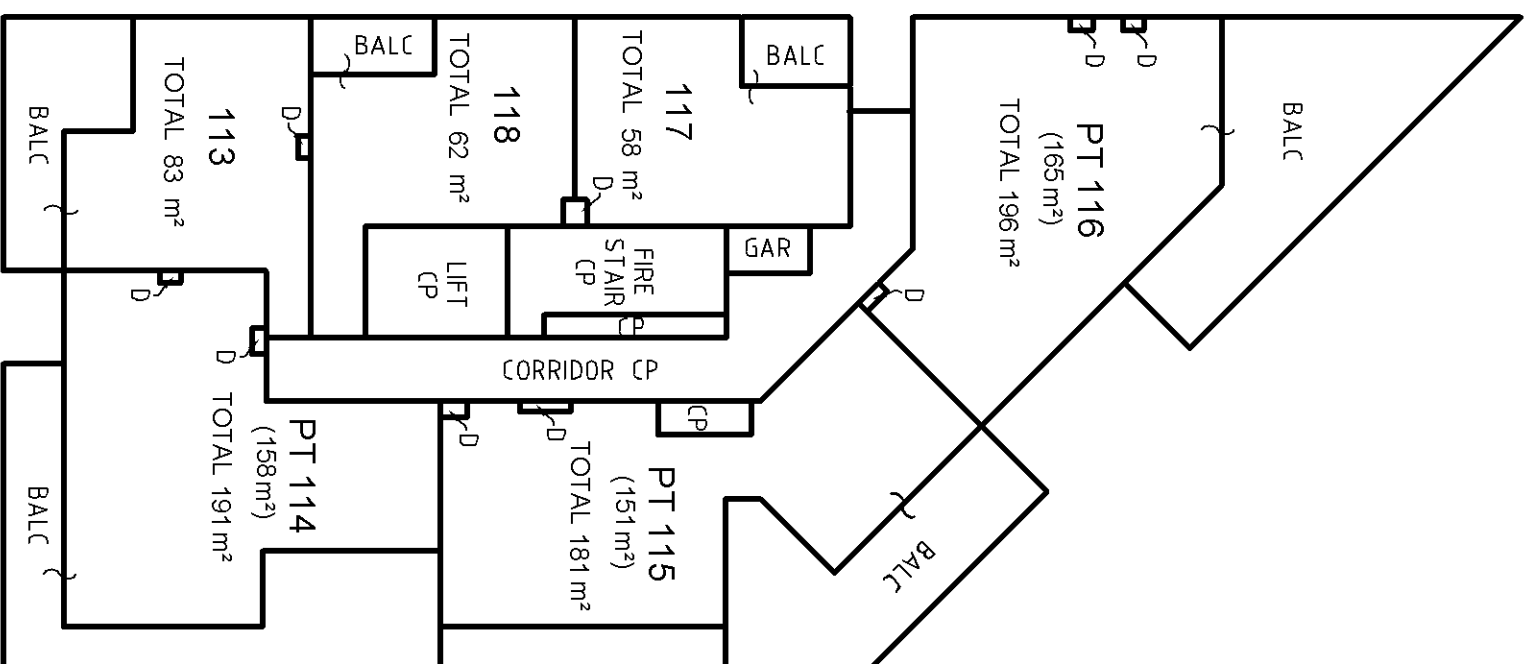
Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No: 17/SC48/14
Lengths are in metres. Reduction Ratio 1 : 250



Registered:
29.10.2014

SP90402

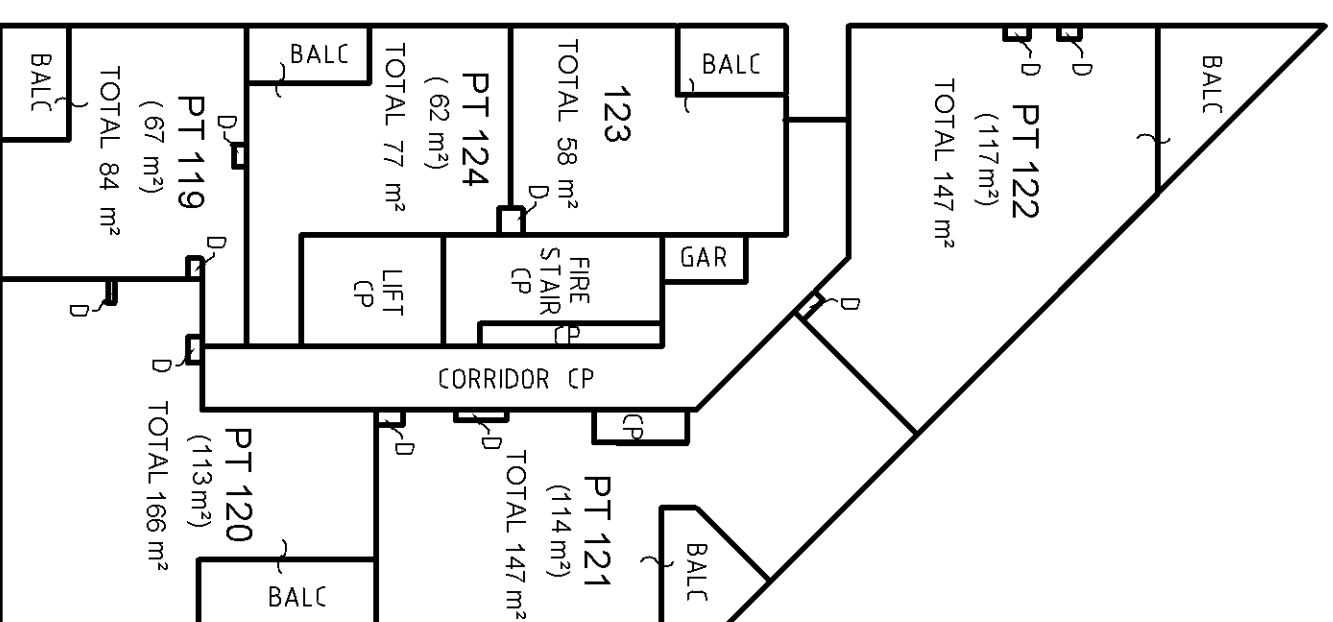
BUILDING C



THE STRUTUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDEST AND SURFACE EXCEPT WHERE COVERED.

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

BUILDING C



Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No: 17/SC48/14
Lengths are in metres. Reduction Ratio 1: 250

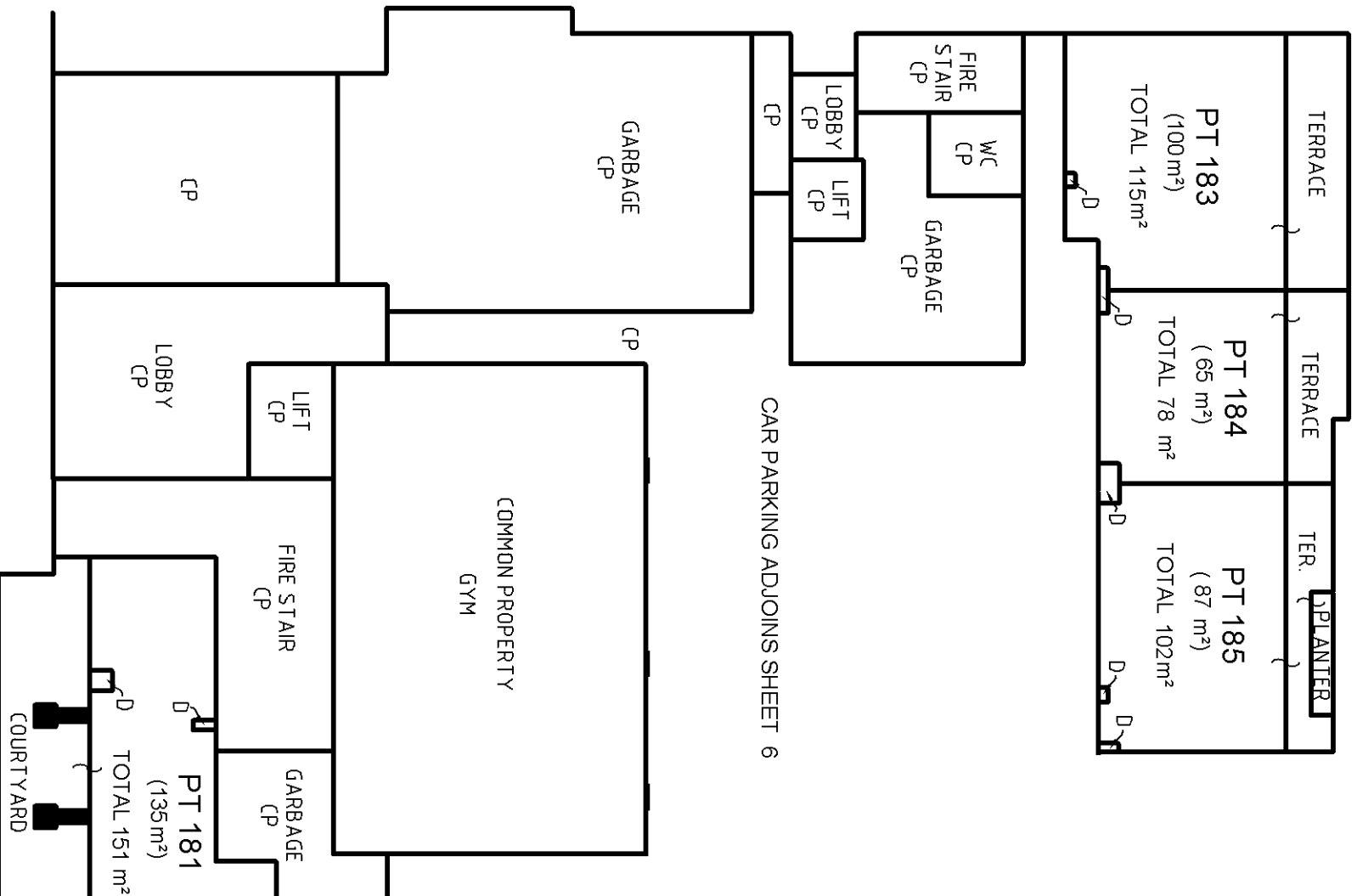
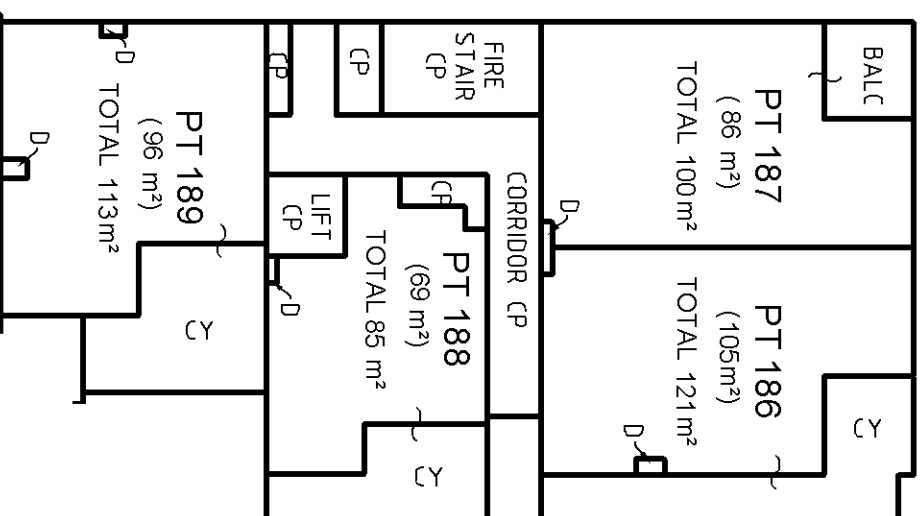
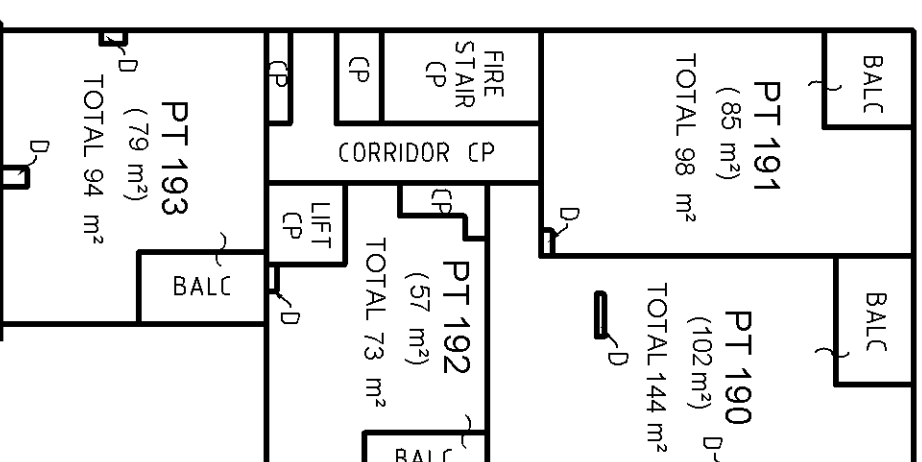
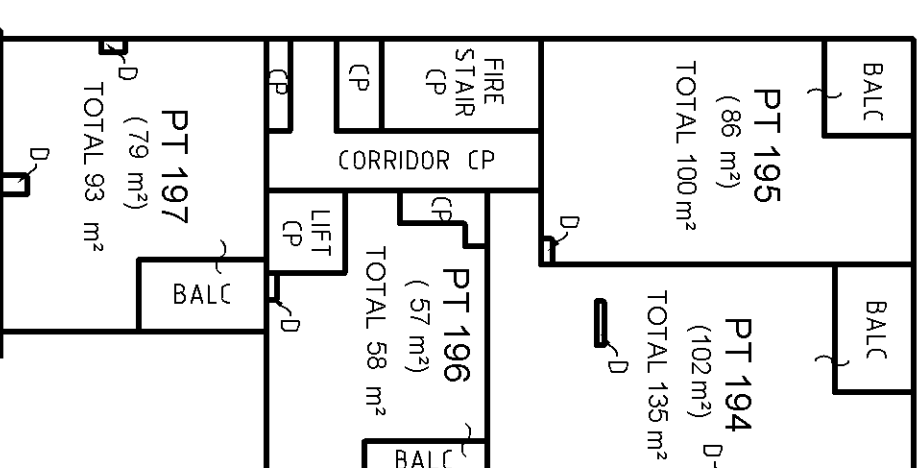
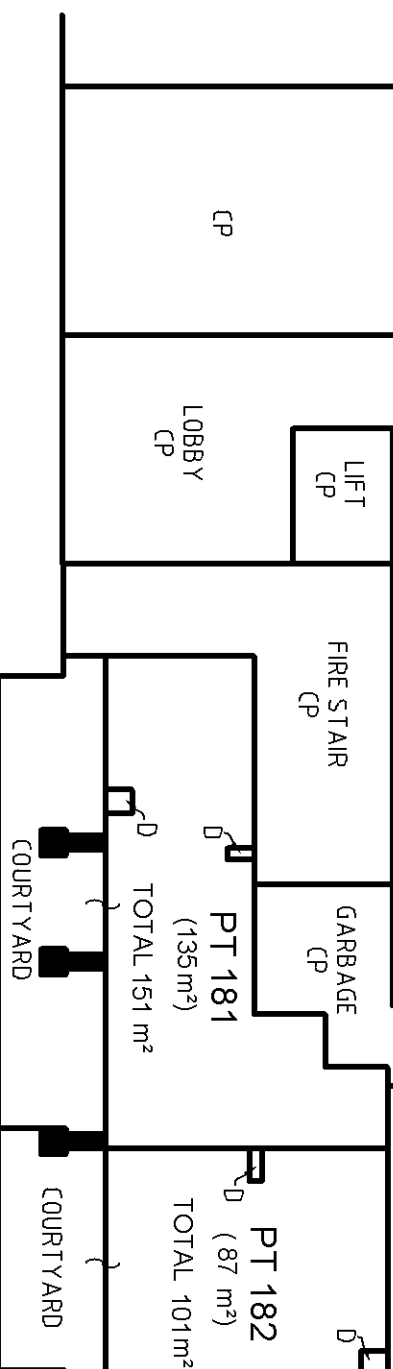
Registered:



29.10.2014

SP90402

| | | | | | | | | | | | | | | |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|

BUILDING E**LEVEL 1****LEVEL 2****LEVEL 3****LEVEL 4****BUILDING A****LEVEL 1**

BALC - BALCONY
 CP - COMMON PROPERTY
 D - DUCT (COMMON PROPERTY)
 GAR - GARBAGE ROOM (COMMON PROPERTY)
 TER - TERRACE
 CY - COURTYARD

THE STRATUM OF THE COURTYARDS, TERRACES, BALCONIES & PLANTERS ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: MICHAEL RODERICK LOCKLEY
 Surveyor Ref: 30282-41096SP
 Subdivision No: 17/SC48/14
 Lengths are in metres. Reduction Ratio 1 : 250

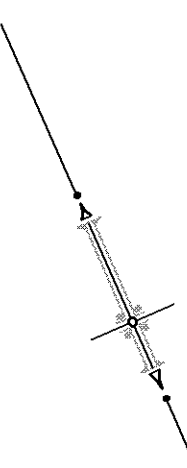
Registered:



29.10.2014

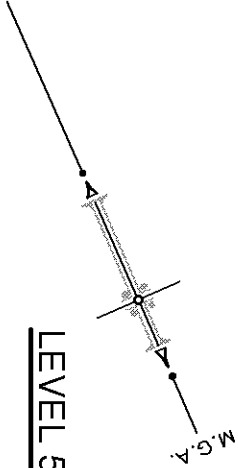
SP90402

M.G.A.

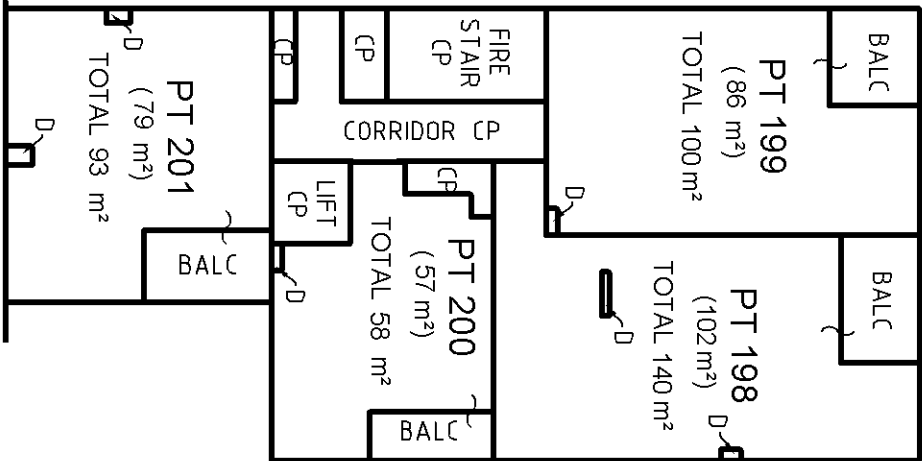


| | | | | | | | | | | | | | | |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|

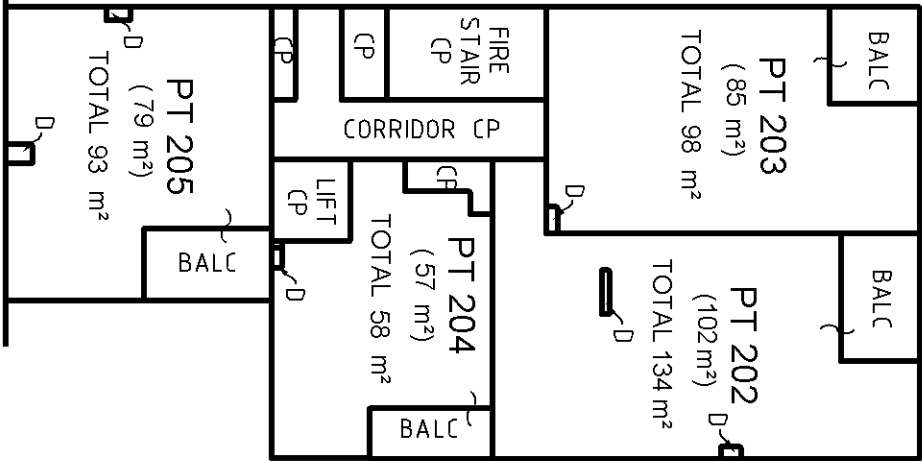
BUILDING E



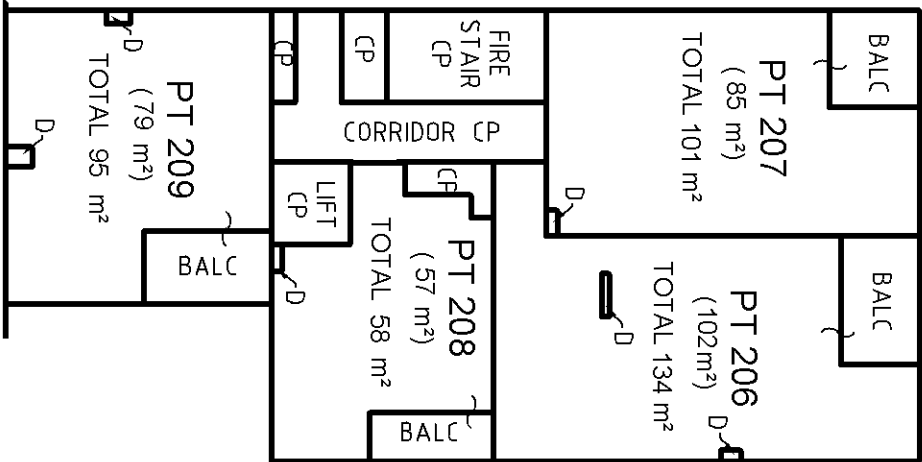
LEVEL 5



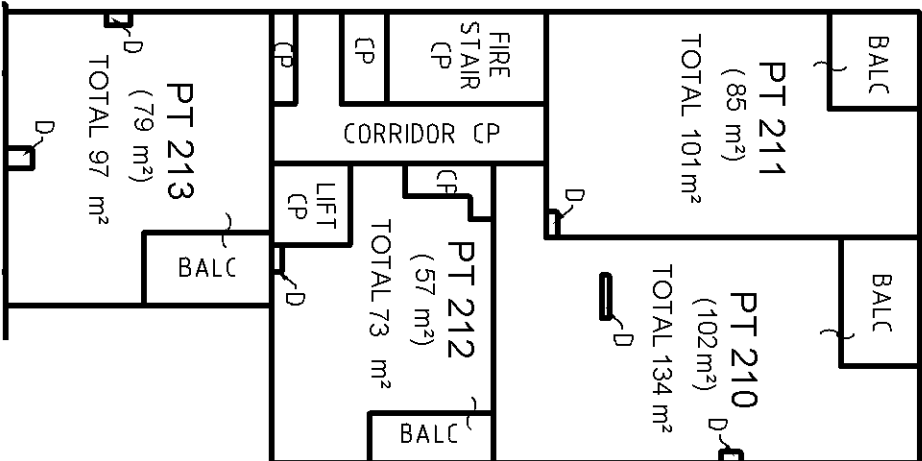
LEVEL 6



LEVEL 7



LEVEL 8



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE
THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

BALC - BALCONY
CP - COMMON PROPERTY
D - DUCT (COMMON PROPERTY)
GAR - GARBAGE ROOM (COMMON PROPERTY)

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No: 17/SC48/14
Lengths are in metres. Reduction Ratio 1 : 250

Registered:
29.10.2014

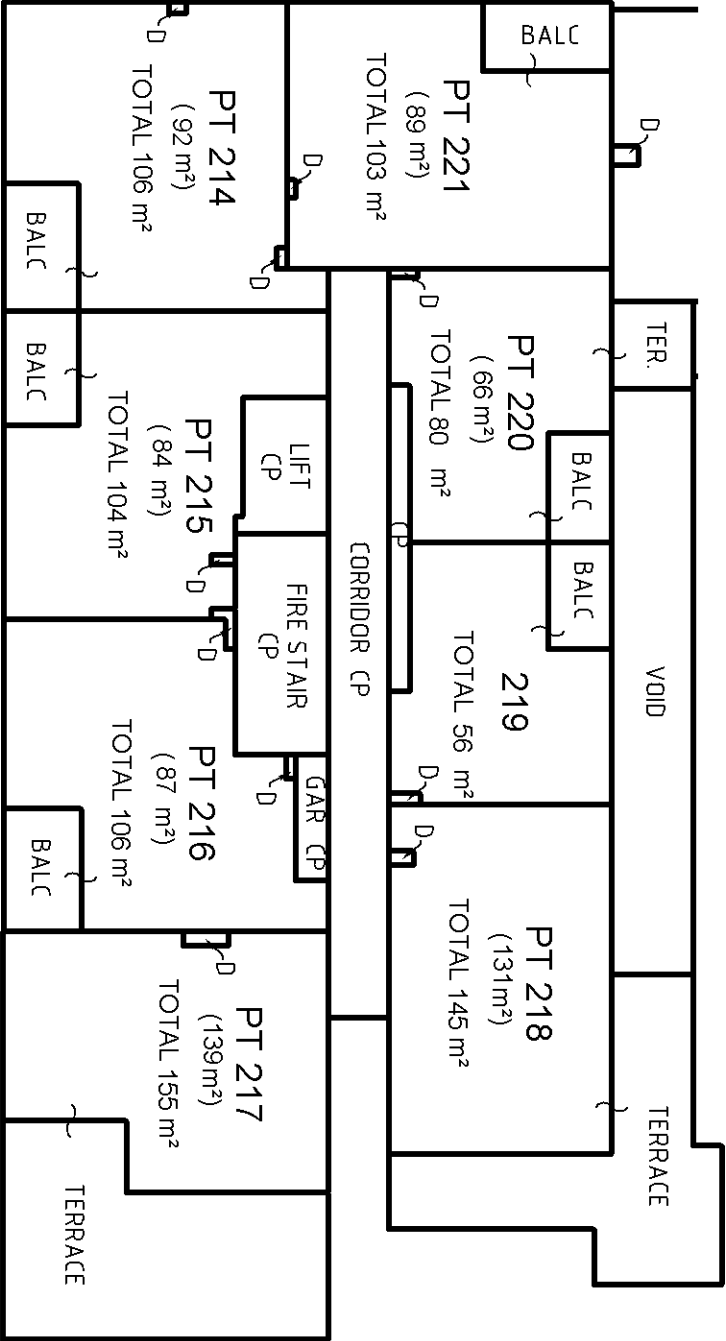


SP90402

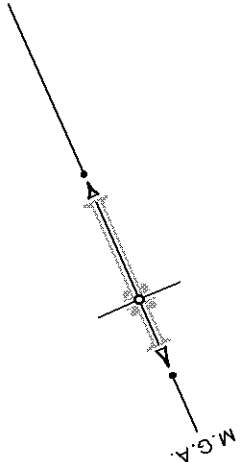
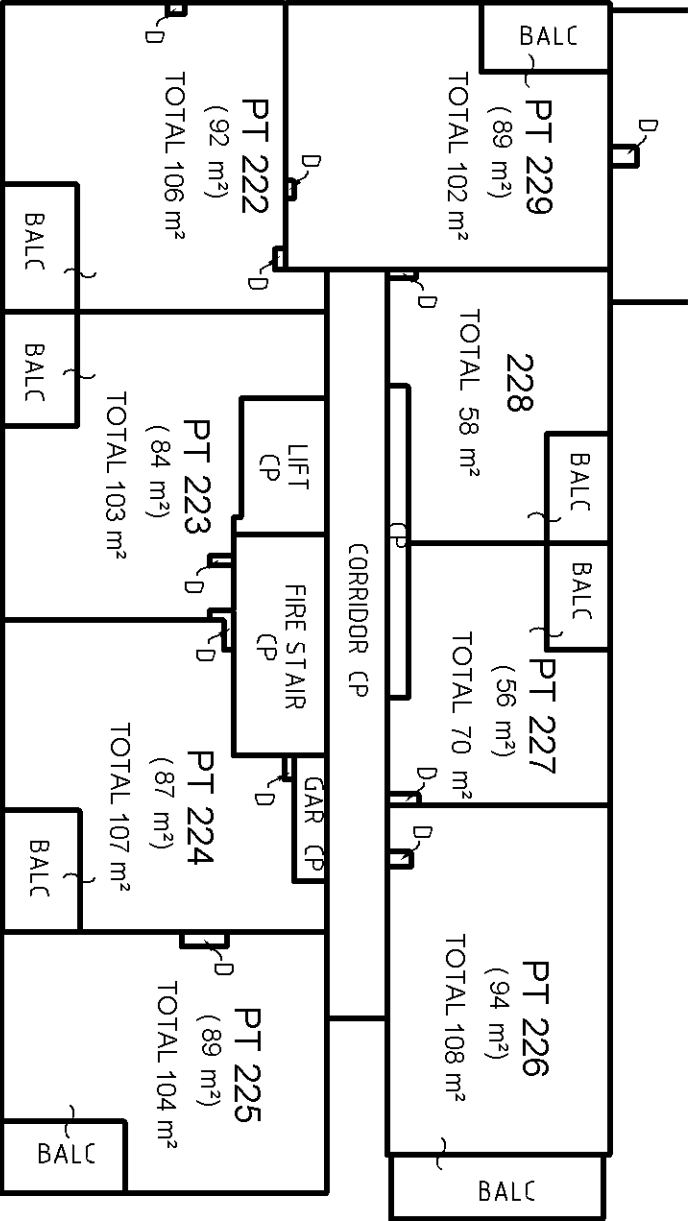
| | | | | | | | | | | | | | | |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|

BUILDING A

LEVEL 2



LEVEL 3



THE STRATUM OF THE TERRACES & BALCONIES ARE LIMITED IN HEIGHT TO 2.5
ABOVE THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

CP - COMMON PROPERTY

D - DUCT (COMMON PROPERTY)

GAR - GARBAGE ROOM (COMMON PROPERTY)

BALC - BALCONY

TER - TERRACE

Surveyor: MICHAEL RODERICK LOCKLEY

Surveyor Ref: 30282-41096SP

Subdivision No: 17/SC48/14

Lengths are in metres. Reduction Ratio 1: 250

Registered:

29.10.2014

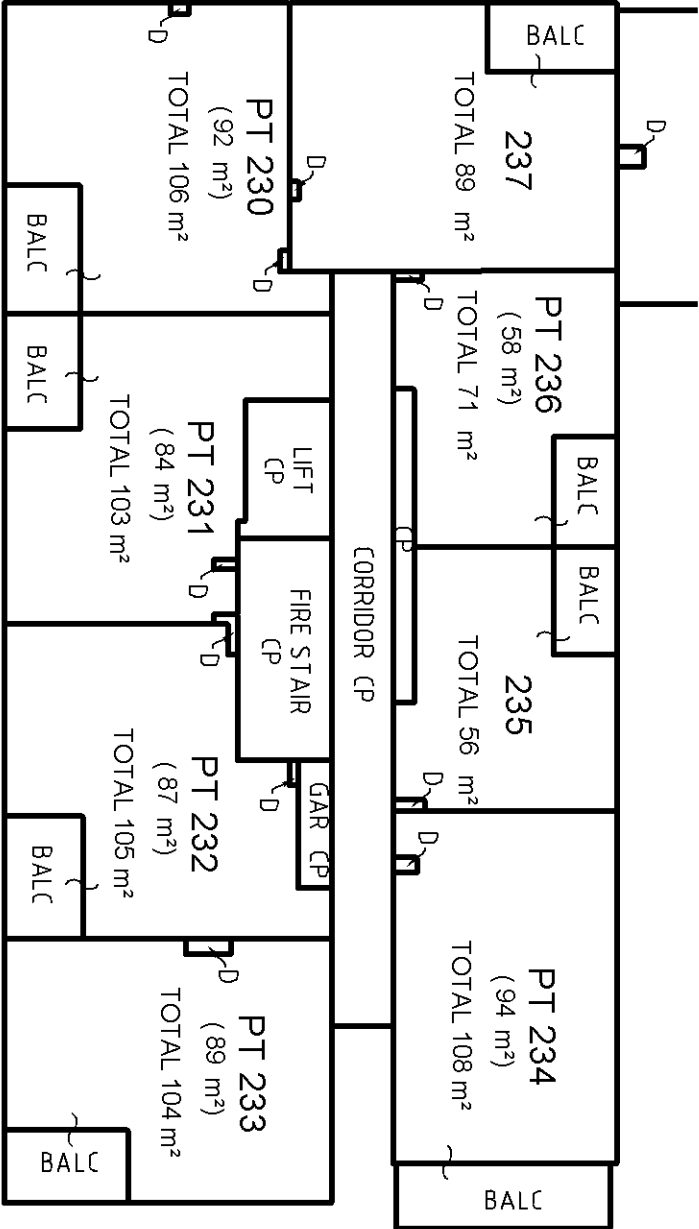


SP90402

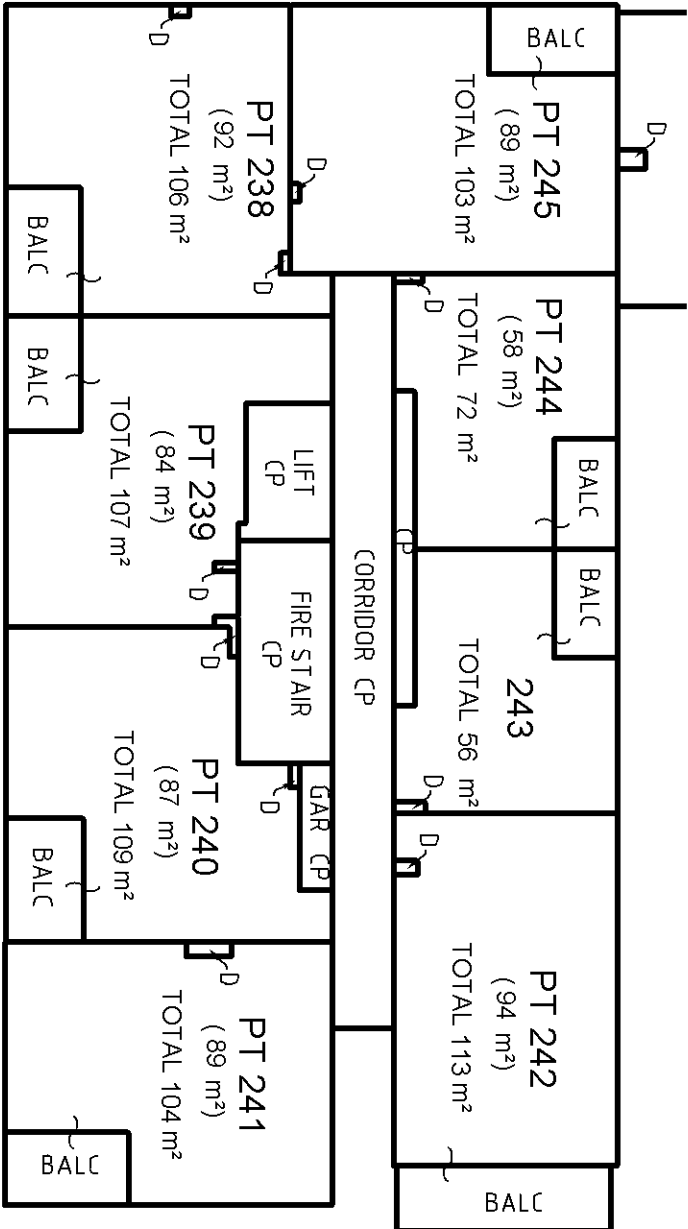
| | | | | | | | | | | | | | | |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|

BUILDING A

LEVEL 4



LEVEL 5



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE
THEIR RESPECTIVE HARDEST AND SURFACE EXCEPT WHERE COVERED.
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

BALC ~ BALCONY
CP ~ COMMON PROPERTY
D ~ DUCT (COMMON PROPERTY)
GAR ~ GARBAGE ROOM (COMMON PROPERTY)

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No: 17/SC48/14
Lengths are in metres. Reduction Ratio 1 : 250

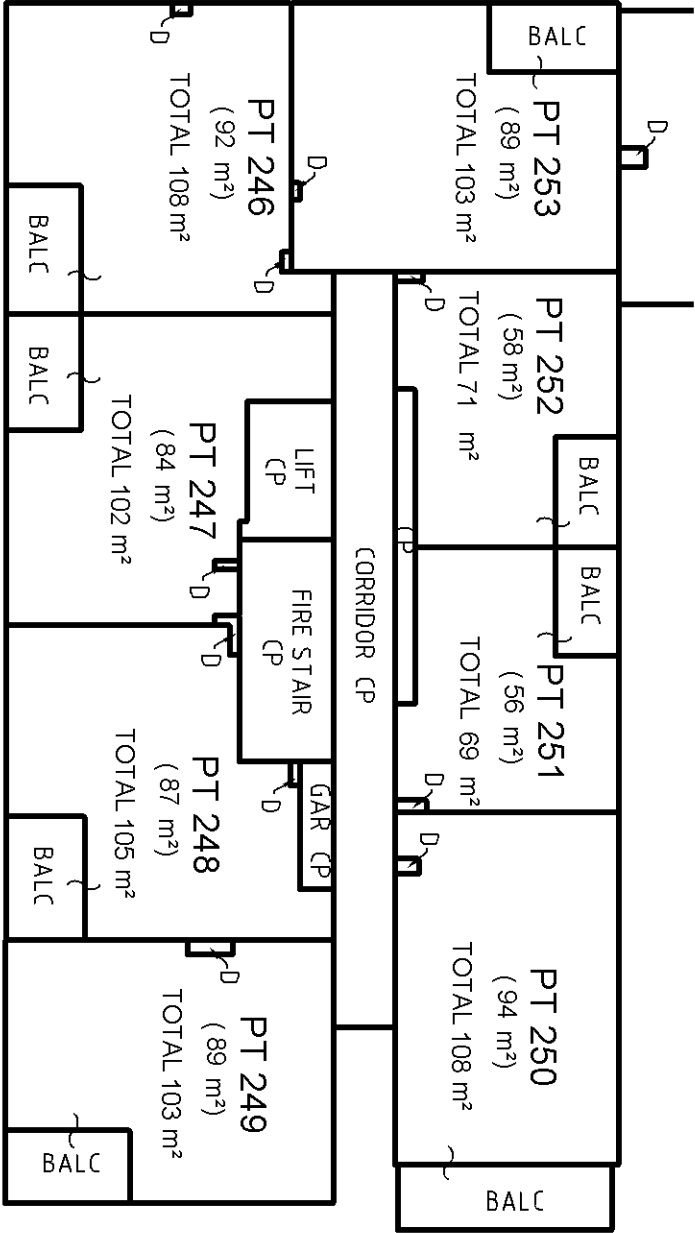
Registered:
29.10.2014

SP90402

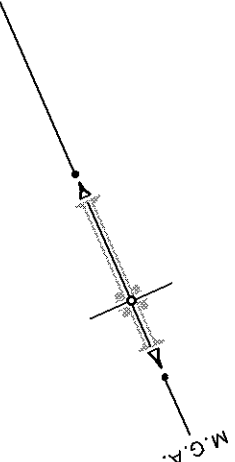
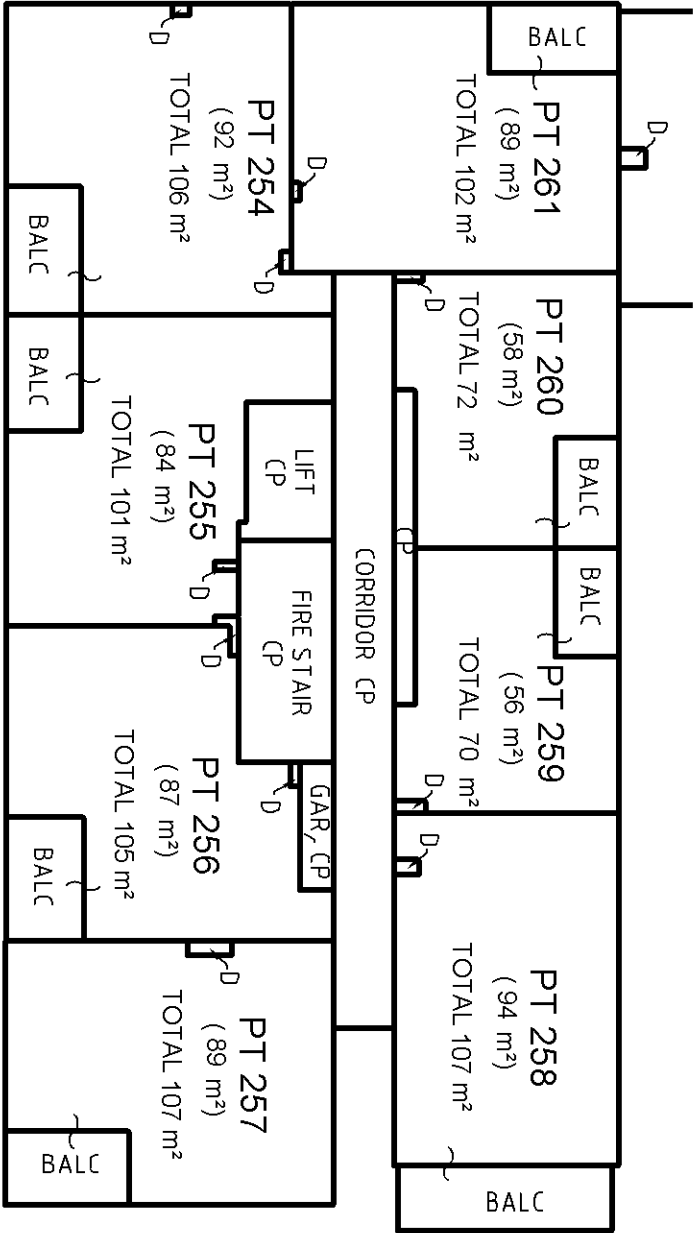
| | | | | | | | | | | | | | | |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|

BUILDING A

LEVEL 6



LEVEL 7



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE
THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

BALC ~ BALCONY
CP ~ COMMON PROPERTY
D ~ DUCT (COMMON PROPERTY)
GAR ~ GARBAGE ROOM (COMMON PROPERTY)

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No: 17/SC48/14
Lengths are in metres. Reduction Ratio 1 : 250

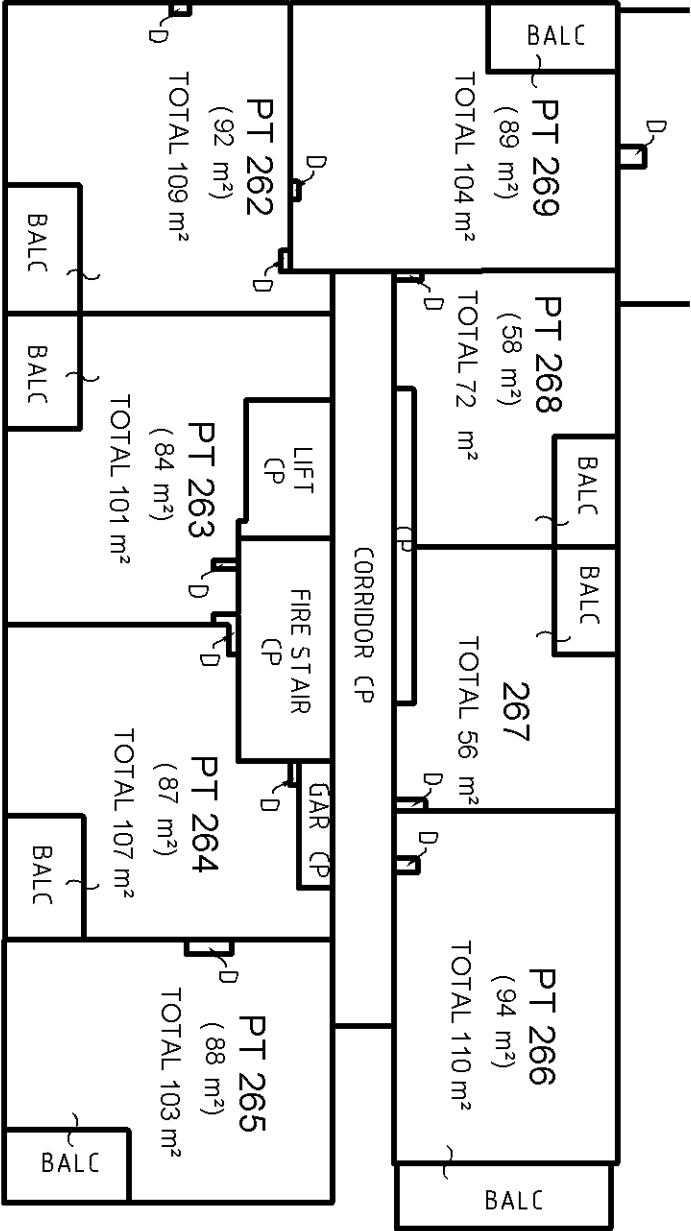
Registered:
29.10.2014

SP90402

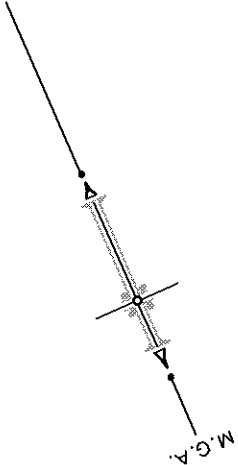
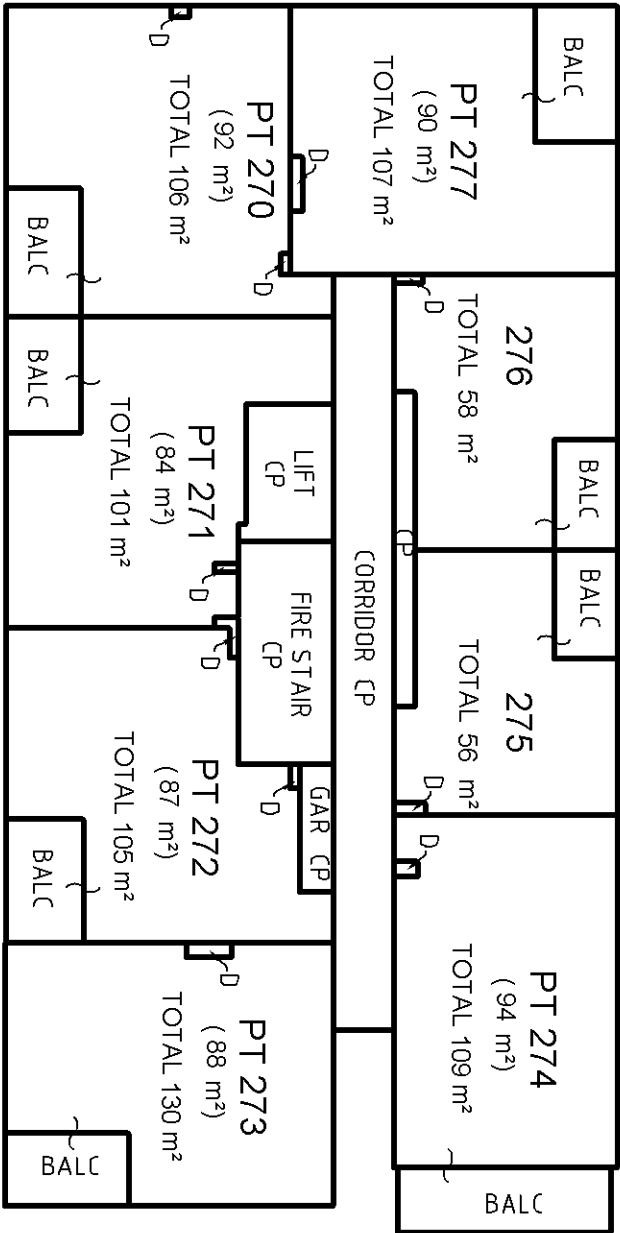
| | | | | | | | | | | | | | | |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|

BUILDING A

LEVEL 8



LEVEL 9



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE
THEIR RESPECTIVE HARDST AND SURFACE EXCEPT WHERE COVERED.
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

BALC ~ BALCONY
CP ~ COMMON PROPERTY
D ~ DUCT (COMMON PROPERTY)
GAR ~ GARBAGE ROOM (COMMON PROPERTY)

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No: 17/SC48/14
Lengths are in metres. Reduction Ratio 1 : 250

Registered:
29.10.2014

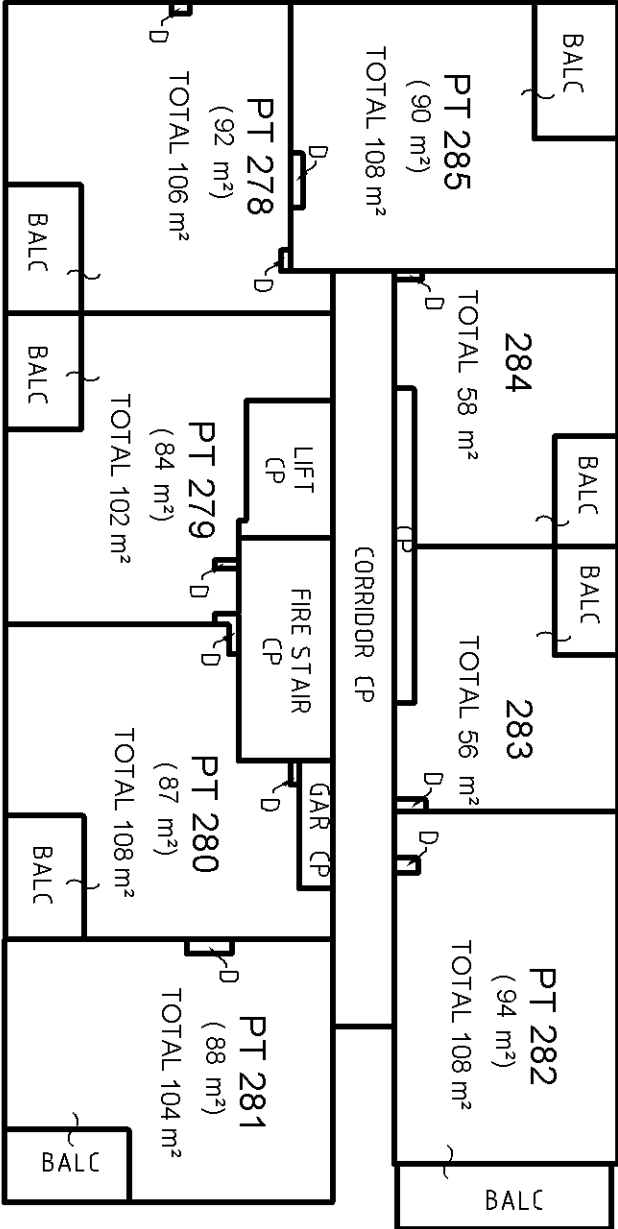


SP90402

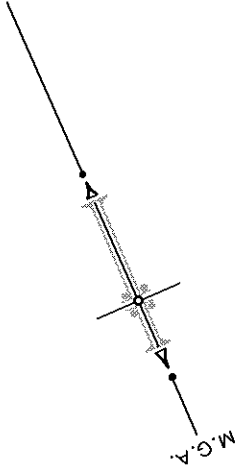
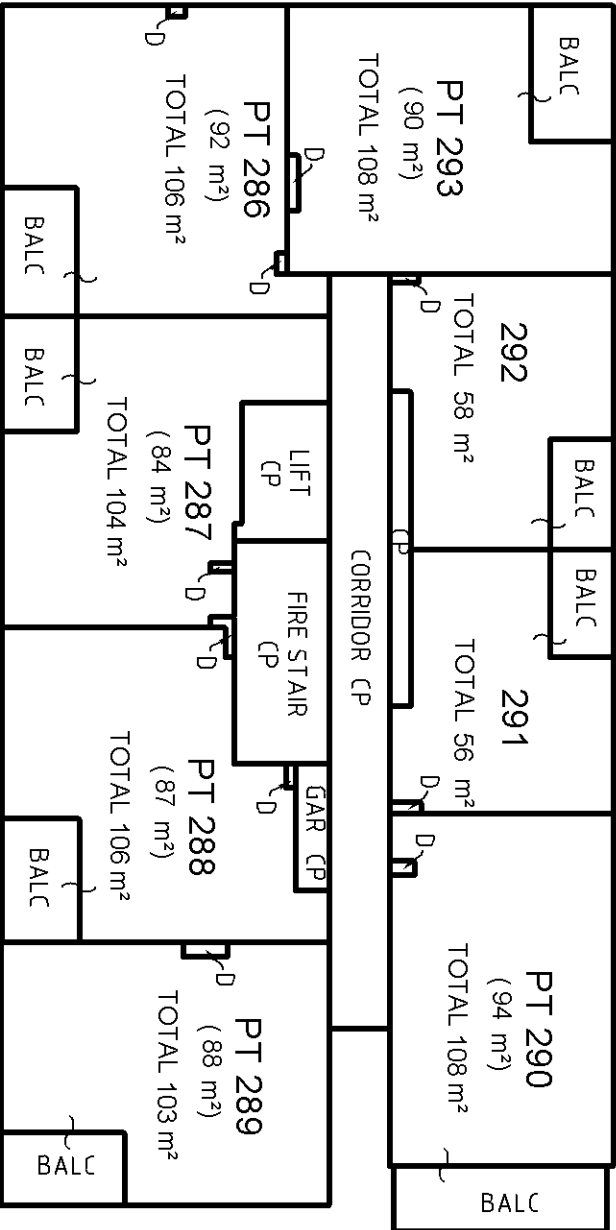
| | | | | | | | | | | | | | | |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|

BUILDING A

LEVEL 10



LEVEL 11



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE
THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

BALC - BALCONY
CP - COMMON PROPERTY
D - DUCT (COMMON PROPERTY)
GAR - GARBAGE ROOM (COMMON PROPERTY)

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No: 17/SC48/14
Lengths are in metres. Reduction Ratio 1: 250

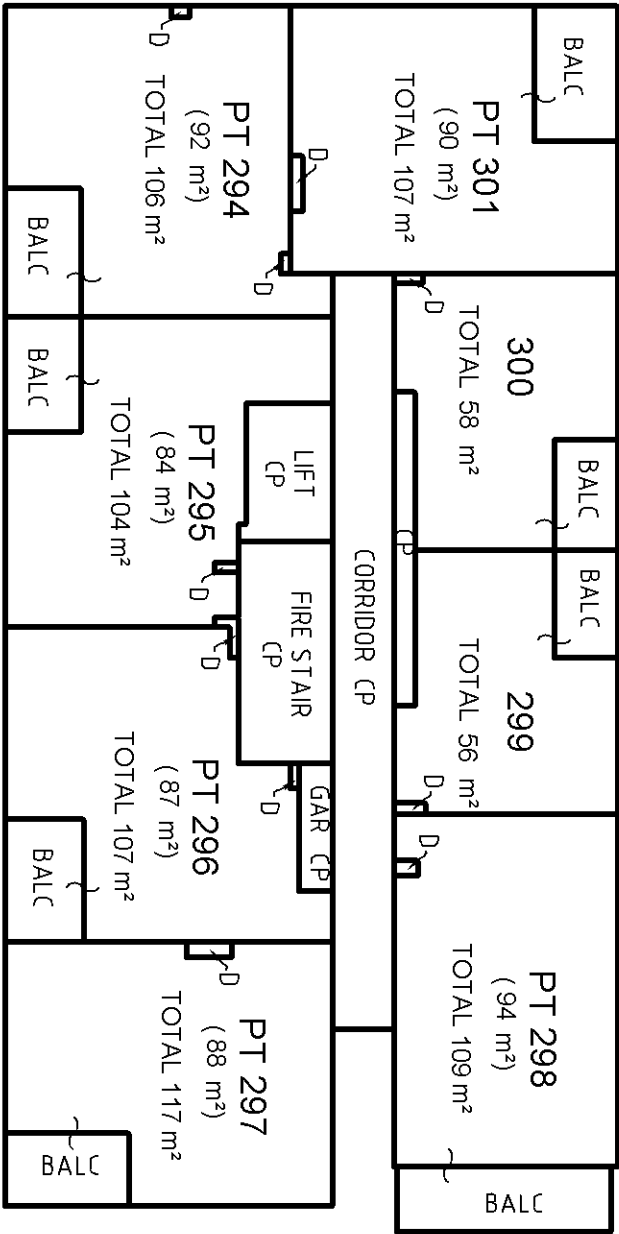
Registered:
29.10.2014



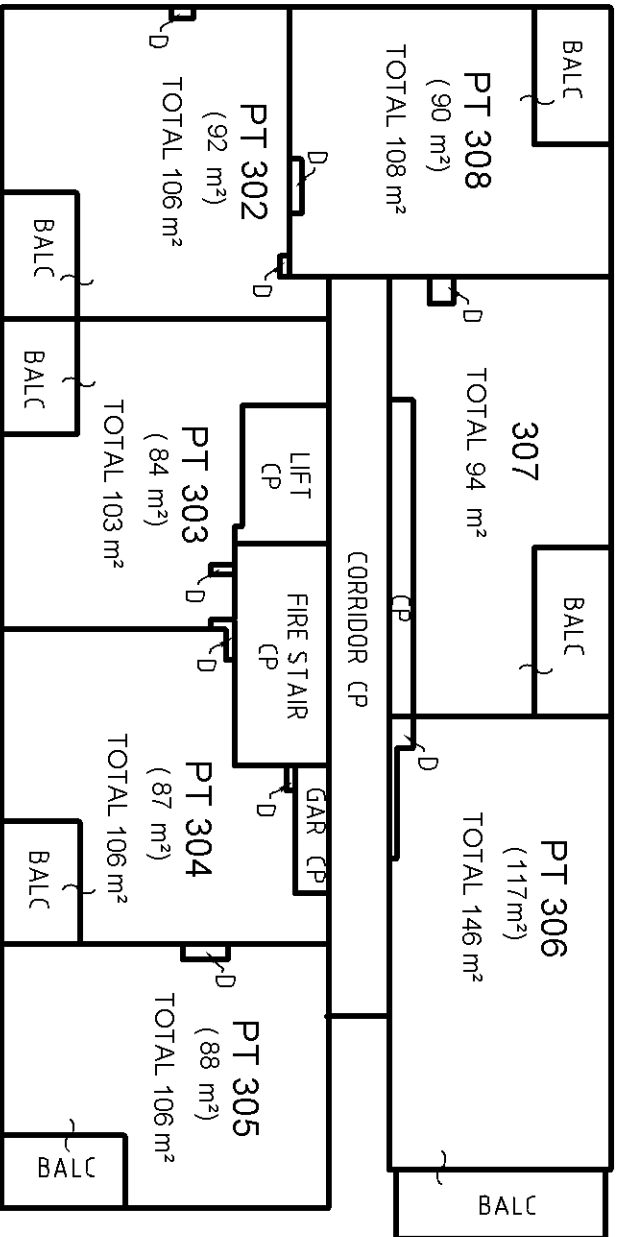
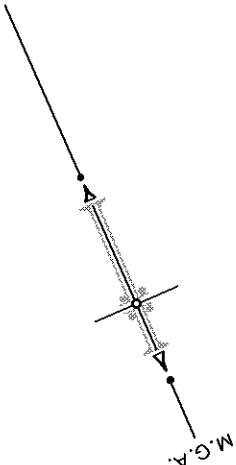
SP90402

BUILDING A

LEVEL 12



LEVEL 13



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE
THEIR RESPECTIVE HARDEST AND SURFACE EXCEPT WHERE COVERED.
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

BALC - BALCONY
CP - COMMON PROPERTY
D - DUCT (COMMON PROPERTY)
GAR - GARBAGE ROOM (COMMON PROPERTY)

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No: 17/SC48/14
Lengths are in metres. Reduction Ratio 1 : 250



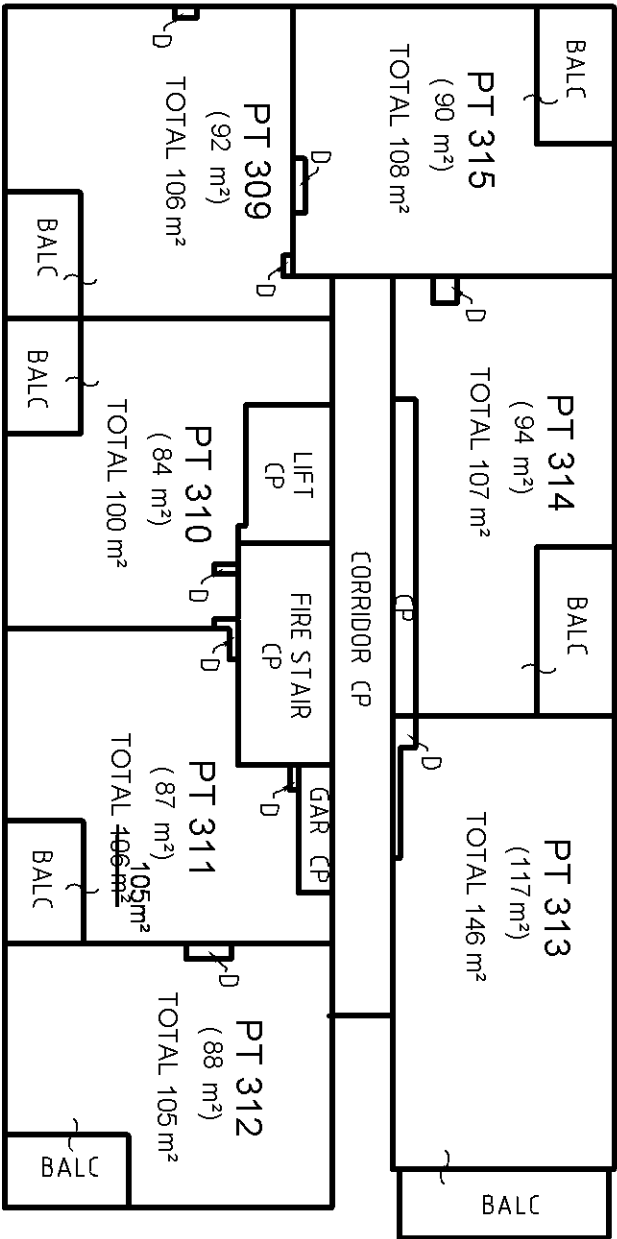
Registered:
29.10.2014

SP90402

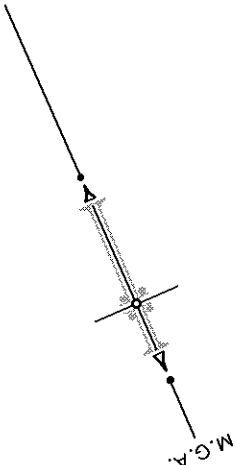
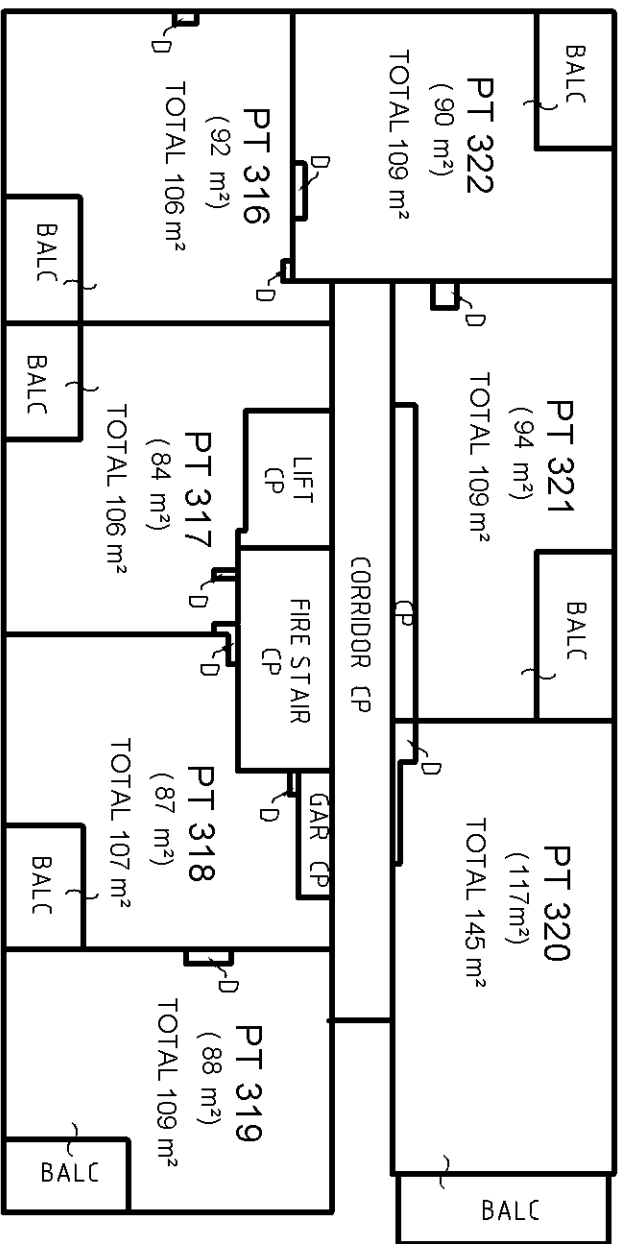
| | | | | | | | | | | | | | | |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|

BUILDING A

LEVEL 14



LEVEL 15



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE
THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

BALC - BALCONY
CP - COMMON PROPERTY
D - DUCT (COMMON PROPERTY)
GAR - GARBAGE ROOM (COMMON PROPERTY)

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No: 17/SC48/14
Lengths are in metres. Reduction Ratio 1: 250

Registered:
29.10.2014



SP90402

STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 5 sheet(s)

Office Use Only

Office Use Only

Registered:



29.10.2014

Purpose:

STRATA PLAN

SP90402

PLAN OF SUBDIVISION OF LOT 305 IN
DP1063152

LGA: SYDNEY

Locality: ZETLAND

Parish: ALEXANDRIA

County: CUMBERLAND

Strata Certificate (Approved Form 5)

- (1) ~~The Council of~~
*The Accredited Certifier: IAN BAKER
Accreditation number: B.P.B.0017

has made the required inspections and is satisfied that the requirements of;

*(a) Section 37 or 37A *Strata Schemes (Freehold Development) Act 1973* and
clause 29A *Strata Schemes (Freehold Development) Regulation 2012*,

*(b) ~~Section 66 or 66A *Strata Schemes (Leasehold Development) Act 1986* and
clause 30A of the *Strata Schemes (Leasehold Development) Regulation 2012*~~

have been complied with and approves of the proposed strata plan illustrated in
the plan with this certificate.

- *(2) The Accredited Certifier is satisfied that the plan is consistent with a relevant
development consent in force, and that all conditions of the development consent
that by its terms are required to be complied with before a strata certificate may
be issued, have been complied with.

- *(3) ~~The strata plan is part of a development scheme. The council or accredited
certifier is satisfied that the plan is consistent with any applicable provisions of the
relevant development consent and that the plan gives effect to the stage of the
strata development contract to which it relates.~~

- *(4) The building encroaches on a public place and;

~~*(a) The Council does not object to the encroachment of the building beyond the
alignment of~~

*(b) The Accredited Certifier is satisfied that the building complies with the
relevant development consent which is in force and allows the
encroachment.

- *(5) ~~This approval is given on the condition that lot(s) A
are created as utility lots in accordance with section 39 of the *Strata Schemes
(Freehold Development) Act 1973* or section 68 of the *Strata Schemes
(Leasehold Development) Act 1986*.~~

Date: 15 SEPTEMBER 2014

Subdivision number: 17/SC 48/1A

Relevant Development Consent number: 17/CDC 34/1A

Issued by: IAN BAKER

Signature: [Signature]

Authorised Person / General Manager / Accredited Certifier

* Strike through if inapplicable.

^A Insert lot numbers of proposed utility lots.

Name of, and address for service of notices on, the Owners
Corporation. (Address required on original strata plan only)

The Owners – Strata Plan No 90402

"PLATINUM"

1 HUTCHINSON WALK
ZETLAND NSW 2017

The adopted by-laws for the scheme are:

~~*A~~ Model By-laws

* together with, Keeping of animals. Option *A/*B/*C

* By-laws in 25 sheets filed with plan.

* Strike through if inapplicable

^A Insert the type to be adopted (*Schedules 2 - 7 Strata Schemes Management
Regulation 2010*)

Surveyor's Certificate (Approved Form 3)

I, MICHAEL RODERICK LOCKLEY

of LTS LOCKLEY, LOCKED BAG 5 GORDON NSW 2072

a surveyor registered under the *Surveying and Spatial Information Act 2002*, hereby
certify that:

- (1) Each applicable requirement of

* Schedule 1A of the *Strata Schemes (Freehold Development) Act 1973* has
been met

* Schedule 1A of the *Strata Schemes (Leasehold Development) Act 1986* has
been met;

- *(2) *(a) The building encroaches on a public place;

*(b) The building encroaches on land (other than a public place), and an
appropriate easement has been created by ^A to
permit the encroachment to remain.

- *(3) The survey information recorded in the accompanying location plan is accurate.

Signature: [Signature]

Date: 28-8-2014

* Strike through if inapplicable.

^A Insert the deposited plan number or dealing number of the instrument that created the
easement

Signatures, Seals and Section 88B Statements should appear
on STRATA PLAN FORM 3A


SURVEYOR'S REFERENCE: 35083-41096SP
30282-

STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 5 sheet(s)

| | |
|--|--|
| <p>Office Use Only</p> <p>Registered:  29.10.2014</p> <p>PLAN OF SUBDIVISION OF LOT 305 IN DP1063152</p> <p>Subdivision Certificate number: ...17/SC48/14.....</p> <p>Date of endorsement: ...15 SEPTEMBER 2014</p> | <p>Office Use Only</p> <p style="font-size: 2em; text-align: center;">SP90402</p> <p>This sheet is for the provision of the following information as required:</p> <ul style="list-style-type: none"> A Schedule of Unit Entitlements. Statements of intention to create and release affecting interests in accordance with section 88B <i>Conveyancing Act 1919</i>. Signatures and seals - see 195D <i>Conveyancing Act 1919</i>. Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets. |
|--|--|

| LOT NO. | UE | LOT NO. | UE | LOT NO. | UE | LOT NO. | UE |
|---------|-----|---------|-----|---------|-----|---------|-----|
| 1. | 250 | 31. | 320 | 61. | 265 | 91. | 253 |
| 2. | 246 | 32. | 307 | 62. | 241 | 92. | 426 |
| 3. | 314 | 33. | 237 | 63. | 327 | 93. | 233 |
| 4. | 280 | 34. | 310 | 64. | 246 | 94. | 230 |
| 5. | 301 | 35. | 290 | 65. | 420 | 95. | 314 |
| 6. | 218 | 36. | 313 | 66. | 253 | 96. | 316 |
| 7. | 334 | 37. | 312 | 67. | 226 | 97. | 271 |
| 8. | 327 | 38. | 231 | 68. | 310 | 98. | 271 |
| 9. | 264 | 39. | 325 | 69. | 314 | 99. | 334 |
| 10. | 323 | 40. | 312 | 70. | 267 | 100. | 270 |
| 11. | 297 | 41. | 244 | 71. | 267 | 101. | 428 |
| 12. | 306 | 42. | 312 | 72. | 329 | 102. | 234 |
| 13. | 279 | 43. | 285 | 73. | 275 | 103. | 231 |
| 14. | 219 | 44. | 255 | 74. | 422 | 104. | 318 |
| 15. | 316 | 45. | 479 | 75. | 234 | 105. | 321 |
| 16. | 312 | 46. | 511 | 76. | 227 | 106. | 273 |
| 17. | 233 | 47. | 253 | 77. | 312 | 107. | 270 |
| 18. | 276 | 48. | 285 | 78. | 316 | 108. | 336 |
| 19. | 285 | 49. | 307 | 79. | 269 | 109. | 286 |
| 20. | 308 | 50. | 334 | 80. | 266 | 110. | 430 |
| 21. | 305 | 51. | 285 | 81. | 331 | 111. | 235 |
| 22. | 222 | 52. | 240 | 82. | 281 | 112. | 230 |
| 23. | 319 | 53. | 240 | 83. | 424 | 113. | 263 |
| 24. | 314 | 54. | 325 | 84. | 231 | 114. | 494 |
| 25. | 235 | 55. | 244 | 85. | 229 | 115. | 527 |
| 26. | 313 | 56. | 461 | 86. | 312 | 116. | 549 |
| 27. | 264 | 57. | 262 | 87. | 317 | 117. | 235 |
| 28. | 311 | 58. | 235 | 88. | 270 | 118. | 237 |
| 29. | 307 | 59. | 307 | 89. | 270 | 119. | 285 |
| 30. | 224 | 60. | 313 | 90. | 332 | 120. | 472 |

If space is insufficient use additional annexure sheet.

Surveyor's Reference: ~~35063~~-41096SP
 30282

STRATA PLAN FORM 3A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 5 sheet(s)

PLAN OF SUBDIVISION OF LOT 305 IN
DP1063152

Office Use Only

SP90402

Registered:



29.10.2014

Office Use Only

Strata Certificate Details: Subdivision No: 17/SC48/14

Date: 15 SEPTEMBER 2014

| LOT NO. | UE | LOT NO. | UE | LOT NO. | UE | LOT NO. | UE |
|---------|-----|---------|-----|---------|-----|---------|-----|
| 121. | 516 | 145. | 318 | 169. | 321 | 193. | 308 |
| 122. | 516 | 146. | 235 | 170. | 241 | 194. | 443 |
| 123. | 244 | 147. | 235 | 171. | 242 | 195. | 316 |
| 124. | 268 | 148. | 326 | 172. | 325 | 196. | 237 |
| 125. | 459 | 149. | 319 | 173. | 327 | 197. | 310 |
| 126. | 570 | 150. | 237 | 174. | 270 | 198. | 445 |
| 127. | 459 | 151. | 253 | 175. | 270 | 199. | 319 |
| 128. | 483 | 152. | 316 | 176. | 325 | 200. | 242 |
| 129. | 570 | 153. | 316 | 177. | 325 | 201. | 312 |
| 130. | 459 | 154. | 237 | 178. | 270 | 202. | 448 |
| 131. | 219 | 155. | 237 | 179. | 270 | 203. | 321 |
| 132. | 219 | 156. | 320 | 180. | 330 | 204. | 240 |
| 133. | 314 | 157. | 321 | 181. | 336 | 205. | 315 |
| 134. | 233 | 158. | 240 | 182. | 270 | 206. | 424 |
| 135. | 233 | 159. | 264 | 183. | 315 | 207. | 323 |
| 136. | 312 | 160. | 319 | 184. | 261 | 208. | 241 |
| 137. | 285 | 161. | 319 | 185. | 306 | 209. | 317 |
| 138. | 257 | 162. | 240 | 186. | 319 | 210. | 461 |
| 139. | 233 | 163. | 240 | 187. | 312 | 211. | 327 |
| 140. | 316 | 164. | 323 | 188. | 257 | 212. | 270 |
| 141. | 292 | 165. | 323 | 189. | 306 | 213. | 319 |
| 142. | 235 | 166. | 242 | 190. | 441 | 214. | 320 |
| 143. | 259 | 167. | 257 | 191. | 314 | 215. | 301 |
| 144. | 285 | 168. | 321 | 192. | 259 | 216. | 305 |

SURVEYOR'S REFERENCE: 30282
35083-41096SP

STRATA PLAN FORM 3A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection

ePlan

STRATA PLAN ADMINISTRATION SHEET

Sheet 4 of 5 sheet(s)

PLAN OF SUBDIVISION OF LOT 305 IN
DP1063152

Office Use Only

SP90402

Registered:



29.10.2014

Office Use Only

Strata Certificate Details: Subdivision No: *17/SC48/14*

Date: *15 SEPTEMBER 2014*

| LOT NO. | UE | LOT NO. | UE | LOT NO. | UE | LOT NO. | UE |
|---------|-----|---------|-----|---------|-----|---------|---------|
| 217. | 344 | 244. | 255 | 271. | 323 | 298. | 353 |
| 218. | 336 | 245. | 309 | 272. | 327 | 299. | 247 |
| 219. | 233 | 246. | 329 | 273. | 377 | 300. | 248 |
| 220. | 251 | 247. | 309 | 274. | 346 | 301. | 327 |
| 221. | 303 | 248. | 314 | 275. | 243 | 302. | 349 |
| 222. | 323 | 249. | 331 | 276. | 243 | 303. | 331 |
| 223. | 303 | 250. | 329 | 277. | 318 | 304. | 336 |
| 224. | 308 | 251. | 262 | 278. | 342 | 305. | 358 |
| 225. | 325 | 252. | 257 | 279. | 327 | 306. | 511 |
| 226. | 323 | 253. | 311 | 280. | 332 | 307. | 309 |
| 227. | 258 | 254. | 336 | 281. | 347 | 308. | 331 |
| 228. | 229 | 255. | 316 | 282. | 345 | 309. | 351 |
| 229. | 305 | 256. | 321 | 283. | 244 | 310. | 331 |
| 230. | 325 | 257. | 340 | 284. | 245 | 311. | 343 |
| 231. | 305 | 258. | 338 | 285. | 323 | 312. | 360 |
| 232. | 310 | 259. | 263 | 286. | 344 | 313. | 540 |
| 233. | 327 | 260. | 258 | 287. | 327 | 314. | 344 |
| 234. | 325 | 261. | 314 | 288. | 331 | 315. | 331 |
| 235. | 235 | 262. | 338 | 289. | 353 | 316. | 353 |
| 236. | 254 | 263. | 318 | 290. | 354 | 317. | 336 |
| 237. | 281 | 264. | 323 | 291. | 245 | 318. | 344 |
| 238. | 327 | 265. | 342 | 292. | 246 | 319. | 372 |
| 239. | 307 | 266. | 345 | 293. | 325 | 320. | 570 |
| 240. | 317 | 267. | 241 | 294. | 347 | 321. | 353 |
| 241. | 329 | 268. | 259 | 295. | 327 | 322. | 344 |
| 242. | 334 | 269. | 318 | 296. | 336 | TOTAL | 100,000 |
| 243. | 237 | 270. | 340 | 297. | 380 | | |

PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919, AND SECTION 7(3) OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT, 1973, IT IS INTENDED TO CREATE:

1. RESTRICTION ON USE OF LAND

SURVEYOR'S REFERENCE: *30282*
~~35083~~ 41096SP

ePlan

STRATA PLAN FORM 3A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 5 of 5 sheet(s)

PLAN OF SUBDIVISION OF LOT 305 IN
DP1063152

Office Use Only

SP90402

Office Use Only

Registered:



29.10.2014

Strata Certificate Details: Subdivision No: 17/SC 48/14

Date: 15 SEPTEMBER 2014

EXECUTED BY:

ALCEON GROUP No. 7 PTY LIMITED

ACN 163 670 406 in accordance

with section 127 of the corporations Act 2001

Melanie Hedges

Company Secretary

Morris Symonds

Director

Certified correct for the purposes of the
Real Property Act 1900 by the Mortgagee

SIGNED by ADAM BEAUMONT
attorney for Westpac Banking Corporation
under power of attorney Book 4299 No. 332

(Signature) Tier Three Attorney

By Executing this instrument the attorney
states that the attorney has received no notice
of the revocation of the power of attorney.

I certify that I am an eligible witness and that the
attorney whose signature appears above signed
this instrument in my presence.

Signature of witness:

Name of witness: Andrew Fernandez

Address of witness: Level 3, 275 Kent St
Sydney NSW 2000

S117RP Act requires that you must have known
the signatory for more than 12 months or have
sighted identifying documentation.

EXECUTED BY MAULIA

NO. 21 PM LTD

ACN: 143 566 712

IN ACCORDANCE WITH

SECTION 127 OF THE

CORPORATIONS ACT

2001

DIRECTOR BRIAN H. REID

Dominic Sullivan

Director

SURVEYOR'S REFERENCE: 30282
35663-41096SP



LAND
REGISTRY
SERVICES

Title Search



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP90402

| SEARCH DATE | TIME | EDITION NO | DATE |
|-------------|----------|------------|-----------|
| 9/9/2020 | 10:46 PM | 5 | 23/1/2020 |

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 90402
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ZETLAND
LOCAL GOVERNMENT AREA SYDNEY
PARISH OF ALEXANDRIA COUNTY OF CUMBERLAND
TITLE DIAGRAM SP90402

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 90402
ADDRESS FOR SERVICE OF DOCUMENTS:
STRATWIDE MANAGEMENT P/L
PO BOX 306, PYRMONT 2009

SECOND SCHEDULE (8 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 6641288 RIGHT OF CARRIAGEWAY APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE PROPOSED RIGHT OF CARRIAGEWAY 20.8 WIDE SHOWN IN DP1011406.
- 3 AH313725 RIGHT OF PEDESTRIAN ACCESS APPURTENANT TO THE LAND ABOVE DESCRIBED AFFECTING THE WHOLE OF LOT 306 IN DP1063152
- 4 AH582371 POSITIVE COVENANT
- 5 AI885673 RESTRICTION(S) ON THE USE OF LAND
- 6 AI958258 LEASE TO AUSGRID OF SUBSTATION PREMISES NO. 61141 (P) TOGETHER WITH EASEMENT FOR ELECTRICITY WORKS (E) & (E1) & RIGHT OF WAY (R) ALL SHOWN SO DESIGNATED IN PLAN WITH AI958258. EXPIRES: 1/7/2064. OPTION OF RENEWAL: 25 YEARS.
AK971351 LEASE OF LEASE AI958258 TO BLUE ASSET PARTNER PTY LTD, ERIC ALPHA ASSET CORPORATION 1 PTY LTD, ERIC ALPHA ASSET CORPORATION 2 PTY LTD, ERIC ALPHA ASSET CORPORATION 3 PTY LTD & ERIC ALPHA ASSET CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE 2.3 (b) (ii)
AK971352 LEASE OF LEASE AK971351 TO BLUE OP PARTNER PTY LTD, ERIC ALPHA OPERATOR CORPORATION 1 PTY LTD, ERIC ALPHA OPERATOR CORPORATION 2 PTY LTD, ERIC ALPHA OPERATOR CORPORATION 3 PTY LTD & ERIC ALPHA

END OF PAGE 1 - CONTINUED OVER

131873

PRINTED ON 9/9/2020

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP90402

PAGE 2

SECOND SCHEDULE (8 NOTIFICATIONS) (CONTINUED)

OPERATOR CORPORATION 4 PTY LTD EXPIRES: SEE
DEALING. CLAUSE 12.1
AK971502 MORTGAGE OF LEASE AK971351 TO ANZ FIDUCIARY
SERVICES PTY LTD
AK971571 CHANGE OF NAME AFFECTING LEASE AI958258 LESSEE
NOW ALPHA DISTRIBUTION MINISTERIAL HOLDING
CORPORATION
7 SP94994 INITIAL PERIOD EXPIRED
8 AP850515 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

STRATA PLAN 90402

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|-------|-----|-------|-----|-------|-----|-------|-----|
| 1 - | 250 | 2 - | 246 | 3 - | 314 | 4 - | 280 |
| 5 - | 301 | 6 - | 218 | 7 - | 334 | 8 - | 327 |
| 9 - | 264 | 10 - | 323 | 11 - | 297 | 12 - | 306 |
| 13 - | 279 | 14 - | 219 | 15 - | 316 | 16 - | 312 |
| 17 - | 233 | 18 - | 276 | 19 - | 285 | 20 - | 308 |
| 21 - | 305 | 22 - | 222 | 23 - | 319 | 24 - | 314 |
| 25 - | 235 | 26 - | 313 | 27 - | 264 | 28 - | 311 |
| 29 - | 307 | 30 - | 224 | 31 - | 320 | 32 - | 307 |
| 33 - | 237 | 34 - | 310 | 35 - | 290 | 36 - | 313 |
| 37 - | 312 | 38 - | 231 | 39 - | 325 | 40 - | 312 |
| 41 - | 244 | 42 - | 312 | 43 - | 285 | 44 - | 255 |
| 45 - | 479 | 46 - | 511 | 47 - | 253 | 48 - | 285 |
| 49 - | 307 | 50 - | 334 | 51 - | 285 | 52 - | 240 |
| 53 - | 240 | 54 - | 325 | 55 - | 244 | 56 - | 461 |
| 57 - | 262 | 58 - | 235 | 59 - | 307 | 60 - | 313 |
| 61 - | 265 | 62 - | 241 | 63 - | 327 | 64 - | 246 |
| 65 - | 420 | 66 - | 253 | 67 - | 226 | 68 - | 310 |
| 69 - | 314 | 70 - | 267 | 71 - | 267 | 72 - | 329 |
| 73 - | 275 | 74 - | 422 | 75 - | 234 | 76 - | 227 |
| 77 - | 312 | 78 - | 316 | 79 - | 269 | 80 - | 266 |
| 81 - | 331 | 82 - | 281 | 83 - | 424 | 84 - | 231 |
| 85 - | 229 | 86 - | 312 | 87 - | 317 | 88 - | 270 |
| 89 - | 270 | 90 - | 332 | 91 - | 253 | 92 - | 426 |
| 93 - | 233 | 94 - | 230 | 95 - | 314 | 96 - | 316 |
| 97 - | 271 | 98 - | 271 | 99 - | 334 | 100 - | 270 |
| 101 - | 428 | 102 - | 234 | 103 - | 231 | 104 - | 318 |
| 105 - | 321 | 106 - | 273 | 107 - | 270 | 108 - | 336 |
| 109 - | 286 | 110 - | 430 | 111 - | 235 | 112 - | 230 |
| 113 - | 263 | 114 - | 494 | 115 - | 527 | 116 - | 549 |
| 117 - | 235 | 118 - | 237 | 119 - | 285 | 120 - | 472 |
| 121 - | 516 | 122 - | 516 | 123 - | 244 | 124 - | 268 |
| 125 - | 459 | 126 - | 570 | 127 - | 459 | 128 - | 483 |

END OF PAGE 2 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP90402

PAGE 3

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000) (CONTINUED)

STRATA PLAN 90402

| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
|-----|-----------|-----|-------|-----|-------|-----|-------|
| 129 | - 570 | 130 | - 459 | 131 | - 219 | 132 | - 219 |
| 133 | - 314 | 134 | - 233 | 135 | - 233 | 136 | - 312 |
| 137 | - 285 | 138 | - 257 | 139 | - 233 | 140 | - 316 |
| 141 | - 292 | 142 | - 235 | 143 | - 259 | 144 | - 285 |
| 145 | - 318 | 146 | - 235 | 147 | - 235 | 148 | - 326 |
| 149 | - 319 | 150 | - 237 | 151 | - 253 | 152 | - 316 |
| 153 | - 316 | 154 | - 237 | 155 | - 237 | 156 | - 320 |
| 157 | - 321 | 158 | - 240 | 159 | - 264 | 160 | - 319 |
| 161 | - 319 | 162 | - 240 | 163 | - 240 | 164 | - 323 |
| 165 | - 323 | 166 | - 242 | 167 | - 257 | 168 | - 321 |
| 169 | - 321 | 170 | - 241 | 171 | - 242 | 172 | - 325 |
| 173 | - 327 | 174 | - 270 | 175 | - 270 | 176 | - 325 |
| 177 | - 325 | 178 | - 270 | 179 | - 270 | 180 | - 330 |
| 181 | - 336 | 182 | - 270 | 183 | - 315 | 184 | - 261 |
| 185 | - 306 | 186 | - 319 | 187 | - 312 | 188 | - 257 |
| 189 | - 306 | 190 | - 441 | 191 | - 314 | 192 | - 259 |
| 193 | - 308 | 194 | - 443 | 195 | - 316 | 196 | - 237 |
| 197 | - 310 | 198 | - 445 | 199 | - 319 | 200 | - 242 |
| 201 | - 312 | 202 | - 448 | 203 | - 321 | 204 | - 240 |
| 205 | - 315 | 206 | - 424 | 207 | - 323 | 208 | - 241 |
| 209 | - 317 | 210 | - 461 | 211 | - 327 | 212 | - 270 |
| 213 | - 319 | 214 | - 320 | 215 | - 301 | 216 | - 305 |
| 217 | - 344 | 218 | - 336 | 219 | - 233 | 220 | - 251 |
| 221 | - 303 | 222 | - 323 | 223 | - 303 | 224 | - 308 |
| 225 | - 325 | 226 | - 323 | 227 | - 258 | 228 | - 229 |
| 229 | - 305 | 230 | - 325 | 231 | - 305 | 232 | - 310 |
| 233 | - 327 | 234 | - 325 | 235 | - 235 | 236 | - 254 |
| 237 | - 281 | 238 | - 327 | 239 | - 307 | 240 | - 317 |
| 241 | - 329 | 242 | - 334 | 243 | - 237 | 244 | - 255 |
| 245 | - 309 | 246 | - 329 | 247 | - 309 | 248 | - 314 |
| 249 | - 331 | 250 | - 329 | 251 | - 262 | 252 | - 257 |
| 253 | - 311 | 254 | - 336 | 255 | - 316 | 256 | - 321 |
| 257 | - 340 | 258 | - 338 | 259 | - 263 | 260 | - 258 |
| 261 | - 314 | 262 | - 338 | 263 | - 318 | 264 | - 323 |
| 265 | - 342 | 266 | - 345 | 267 | - 241 | 268 | - 259 |
| 269 | - 318 | 270 | - 340 | 271 | - 323 | 272 | - 327 |
| 273 | - SP94994 | 274 | - 346 | 275 | - 243 | 276 | - 243 |
| 277 | - 318 | 278 | - 342 | 279 | - 327 | 280 | - 332 |
| 281 | - 347 | 282 | - 345 | 283 | - 244 | 284 | - 245 |
| 285 | - 323 | 286 | - 344 | 287 | - 327 | 288 | - 331 |
| 289 | - 353 | 290 | - 354 | 291 | - 245 | 292 | - 246 |
| 293 | - 325 | 294 | - 347 | 295 | - 327 | 296 | - 336 |
| 297 | - 380 | 298 | - 353 | 299 | - 247 | 300 | - 248 |
| 301 | - 327 | 302 | - 349 | 303 | - 331 | 304 | - 336 |

END OF PAGE 3 - CONTINUED OVER

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: CP/SP90402

PAGE 4

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000) (CONTINUED)

STRATA PLAN 90402

| | | | | | | | |
|-------|-----|-------|-----|-------|-----|-------|-----|
| LOT | ENT | LOT | ENT | LOT | ENT | LOT | ENT |
| 305 - | 358 | 306 - | 511 | 307 - | 309 | 308 - | 331 |
| 309 - | 351 | 310 - | 331 | 311 - | 343 | 312 - | 360 |
| 313 - | 540 | 314 - | 344 | 315 - | 331 | 316 - | 353 |
| 317 - | 336 | 318 - | 344 | 319 - | 372 | 320 - | 570 |
| 321 - | 353 | 322 - | 344 | | | | |

STRATA PLAN 94994

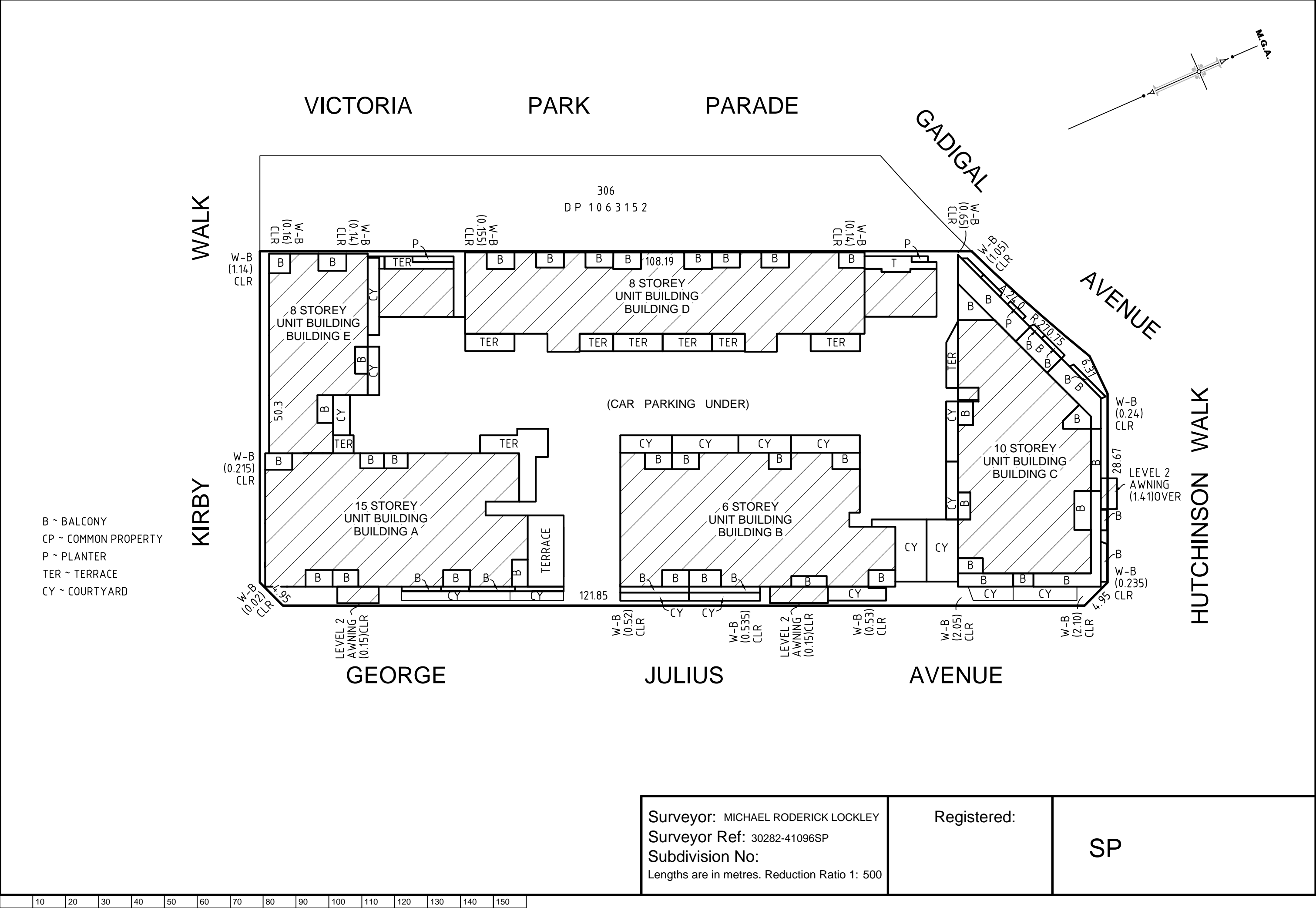
| | | | | | |
|-------|-----|-------|-----|-------|-----|
| LOT | ENT | LOT | ENT | LOT | ENT |
| 323 - | 333 | 324 - | 22 | 325 - | 22 |

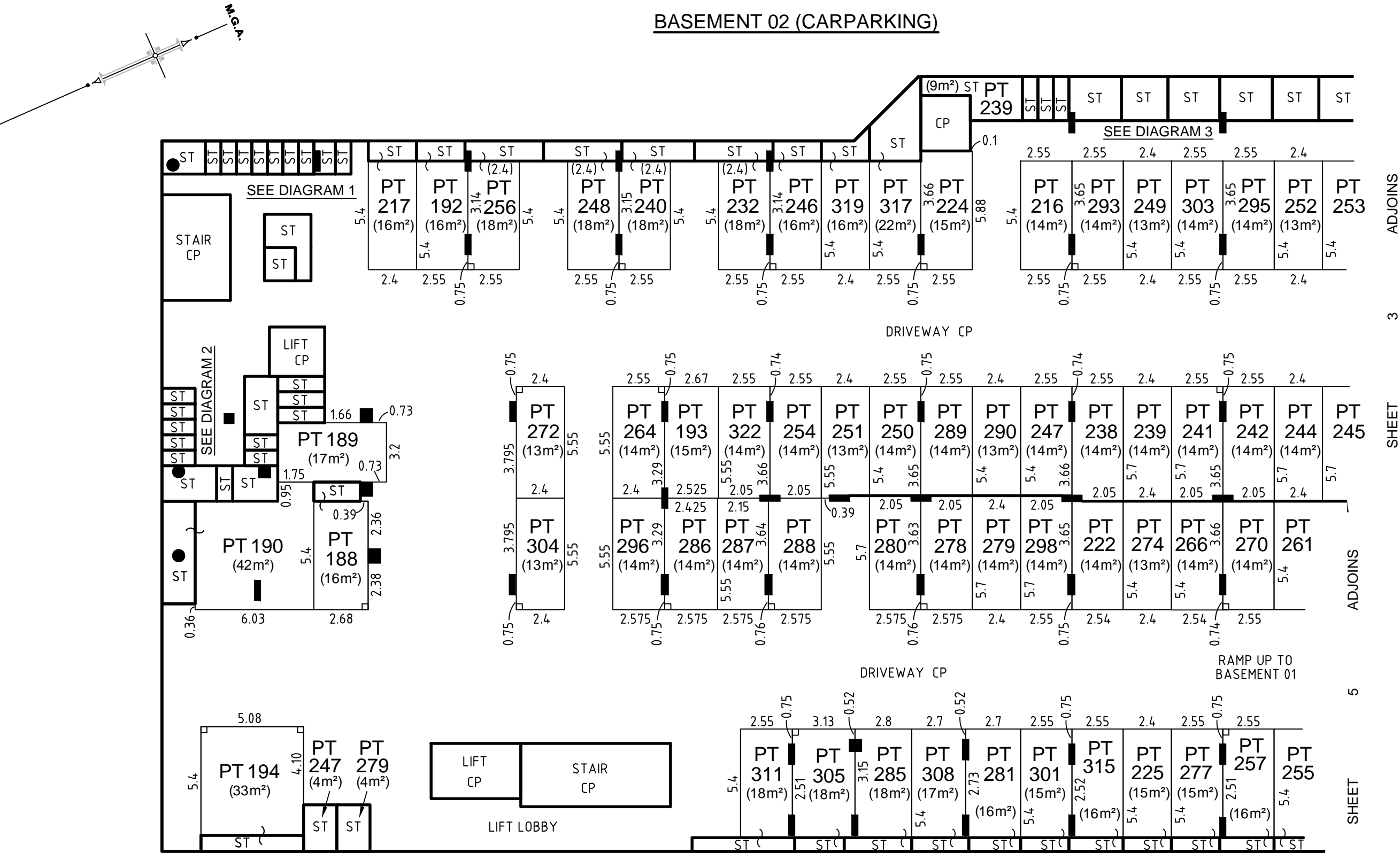
NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.





ADJOINS
3

SHEET

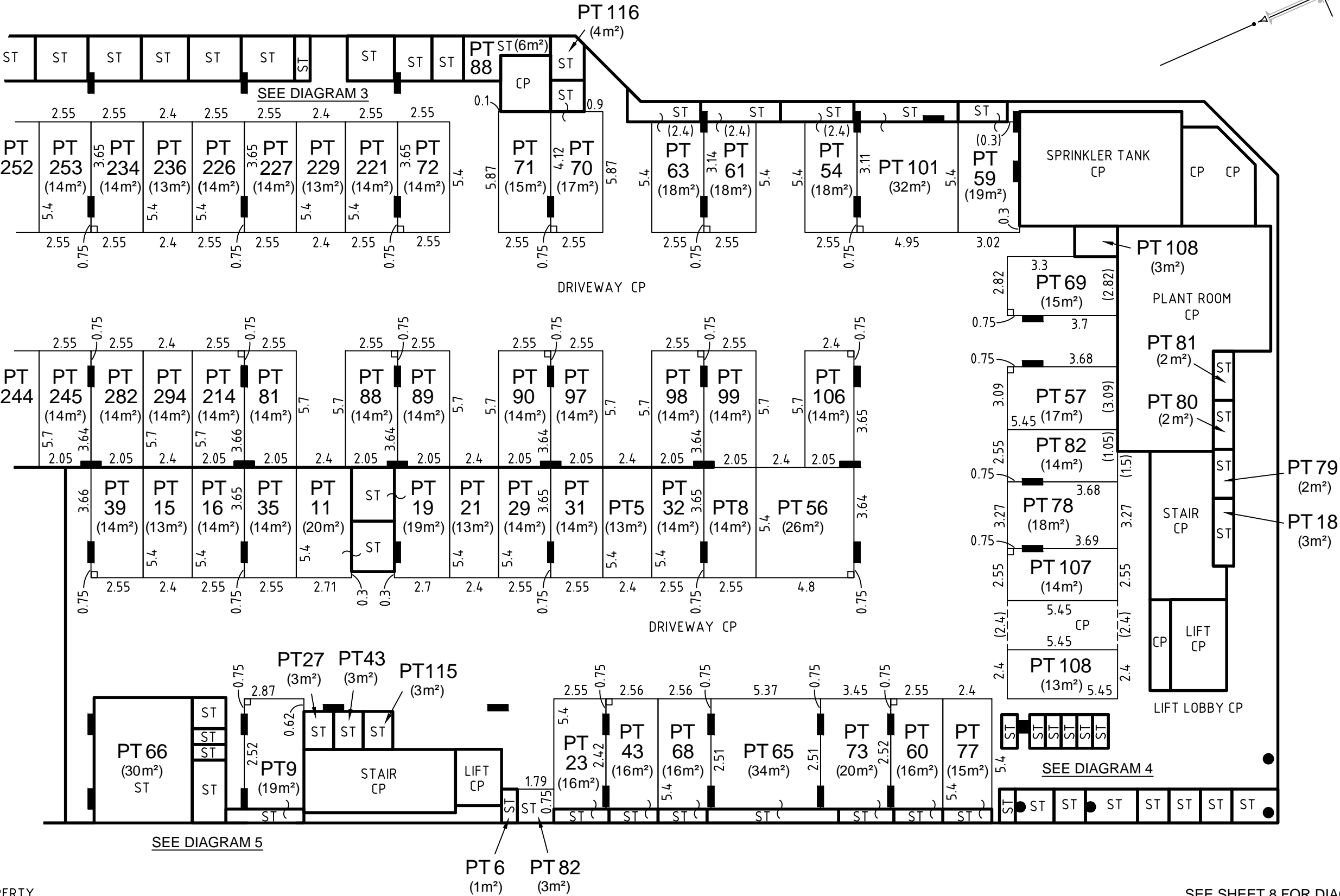
ADJOINS

5

SHEET

BASEMENT 02 (CARPARKING) - CONTINUATION

ADJOINS
2
SHEET



CP ~ COMMON PROPERTY
ST ~ STORE

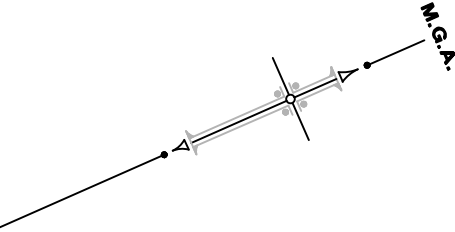
~ DENOTES CENTRELINE OF COLUMN
~ DENOTES PROLONGATION OF FACE OF COLUMN
~ DENOTES RIGHT ANGLE

SEE SHEET 8 FOR DIAGRAMS

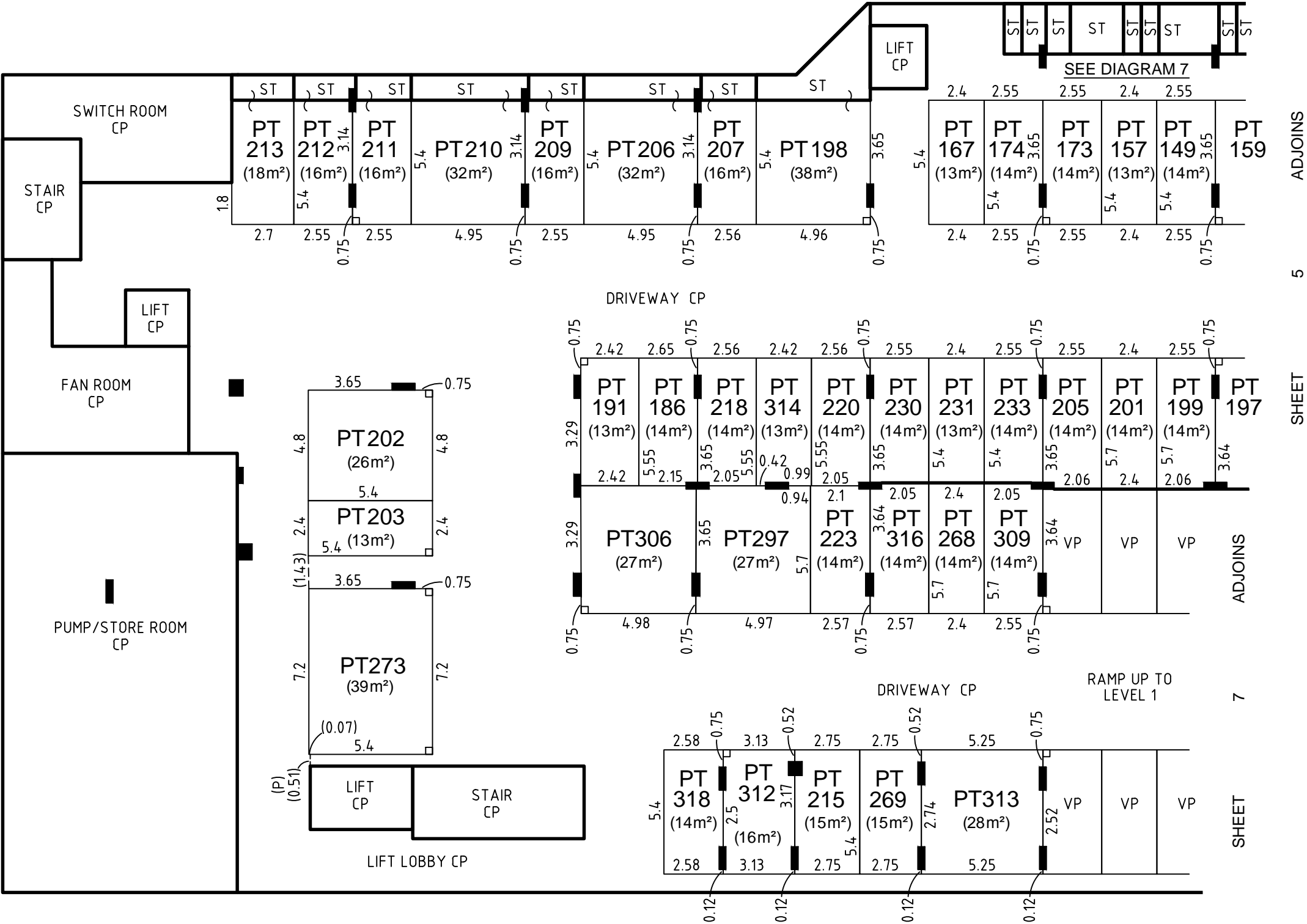
Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 200

Registered:

SP



BASEMENT 01 (CARPARKING)



CP ~ COMMON PROPERTY
MP ~ MOTORCYCLE PARKING (COMMON PROPERTY)
ST ~ STORE
VP ~ VISITOR PARKING (COMMON PROPERTY)
(P) ~ DENOTES PROLONGATION OF FACE OF WALL

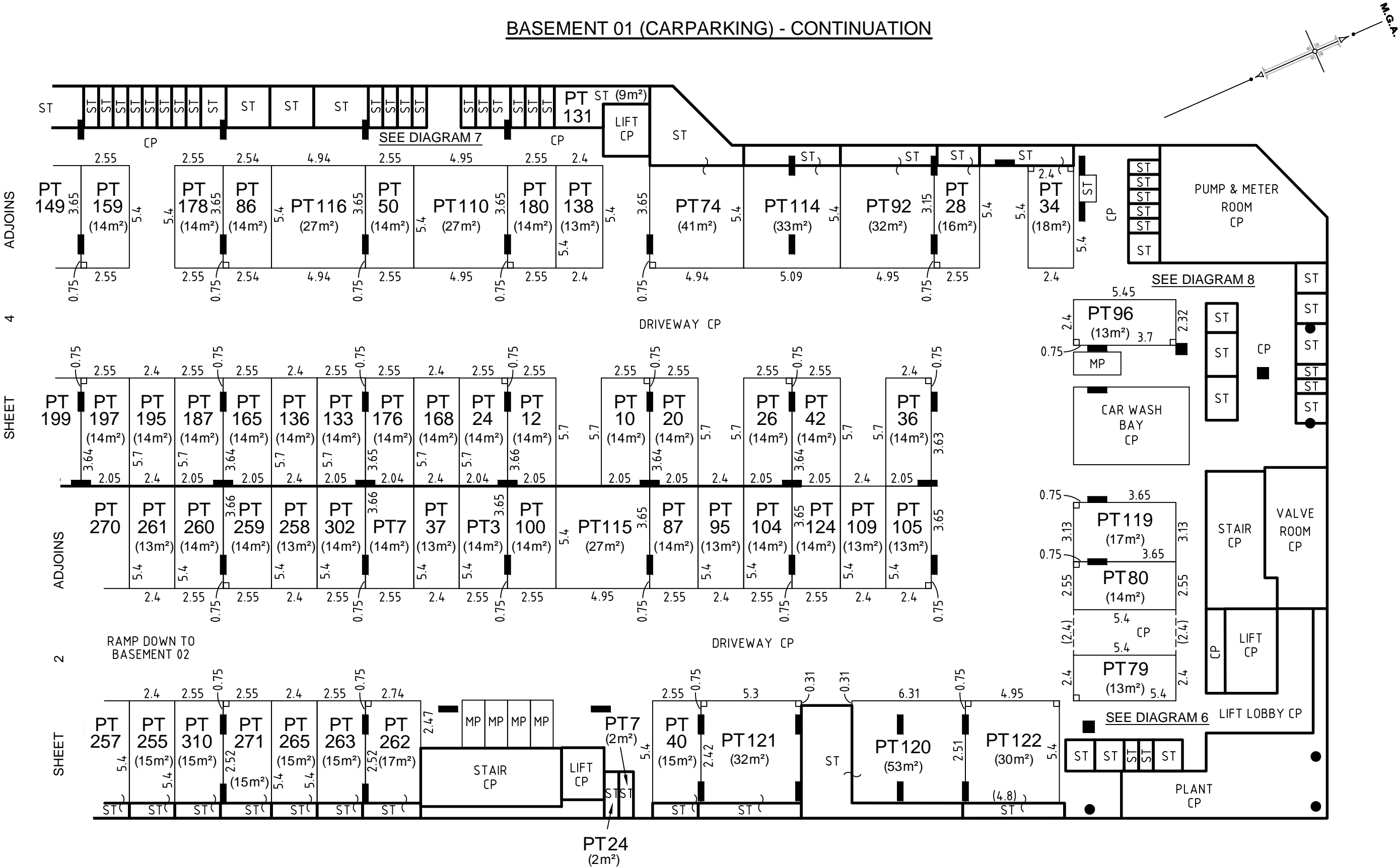
~ DENOTES CENTRELINE OF COLUMN
~ DENOTES PROLONGATION OF FACE OF COLUMN
~ DENOTES RIGHT ANGLE

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 200

Registered:

SP

BASEMENT 01 (CARPARKING) - CONTINUATION



CP ~ COMMON PROPERTY
MP ~ MOTORCYCLE PARKING (COMMON PROPERTY)
ST ~ STORE

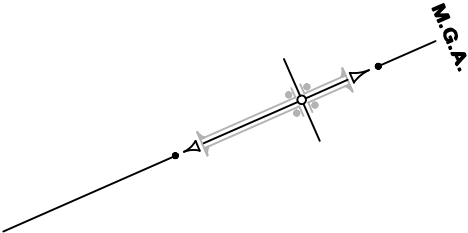
~ DENOTES CENTRELINE OF COLUMN
~ DENOTES PROLONGATION OF FACE OF COLUMN
~ DENOTES RIGHT ANGLE

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 200

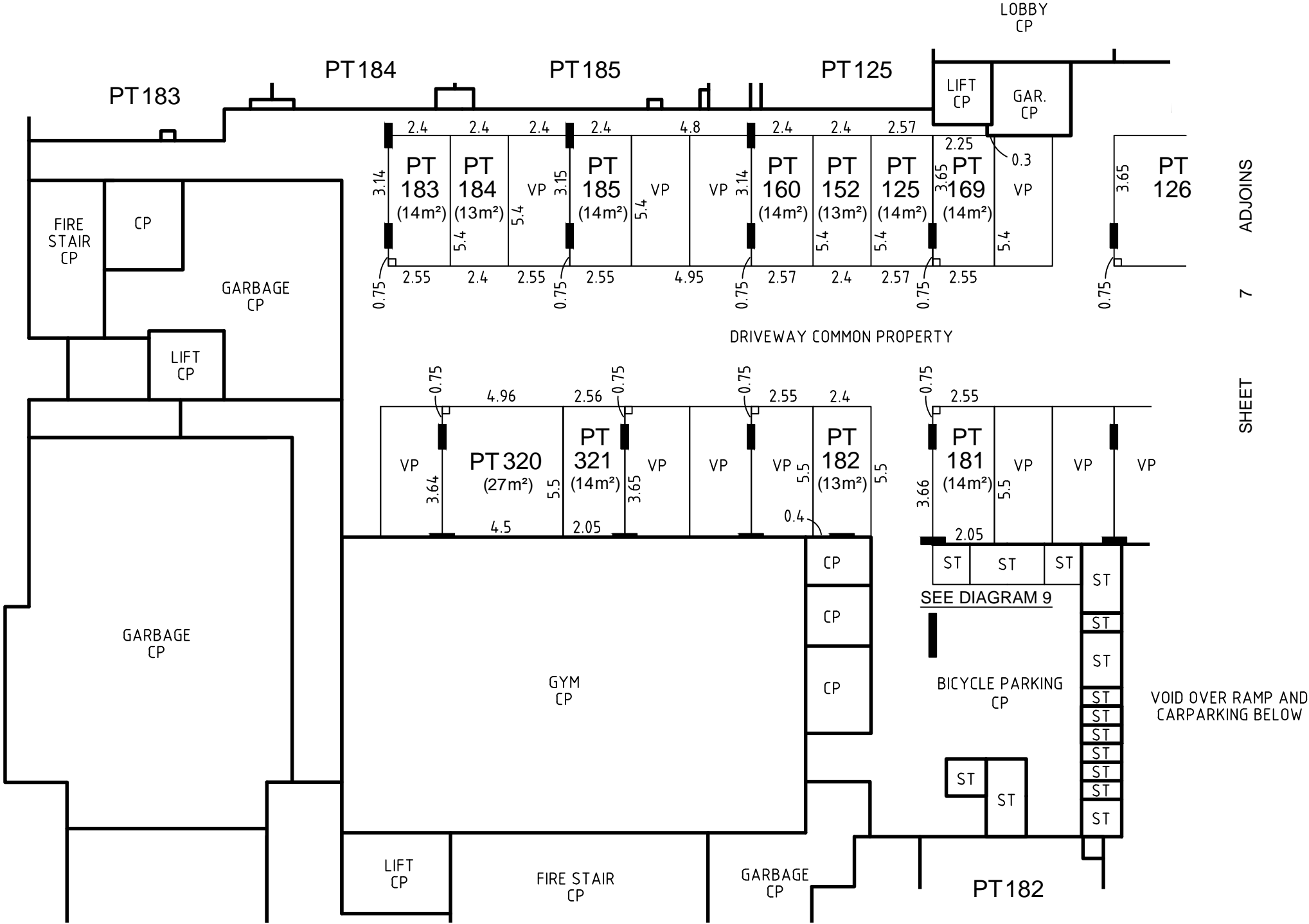
Registered:

SP

SEE SHEETS 8-9 FOR DIAGRAMS



LEVEL 1 - (CAR PARKING)



CP ~ COMMON PROPERTY
ST ~ STORE
VP ~ VISITOR PARKING (COMMON PROPERTY)

- ~ DENOTES CENTRELINE OF COLUMN
- ~ DENOTES PROLONGATION OF FACE OF COLUMN
- ~ DENOTES RIGHT ANGLE

SEE SHEETS 8-9 FOR DIAGRAMS

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 200

Registered:

SP

SEE SHEETS 8-9 FOR DIAGRAMS

SP

DIAGRAMS

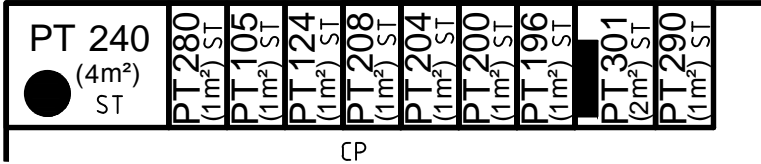


DIAGRAM 1
1:100
(SHEET 2)

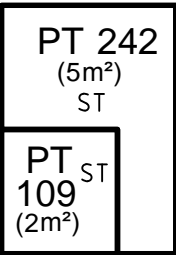


DIAGRAM 2
1:100
(SHEET 2)

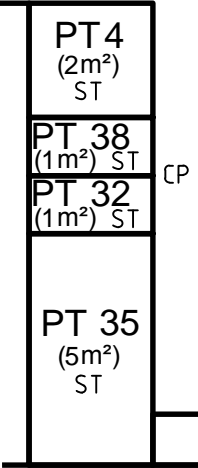
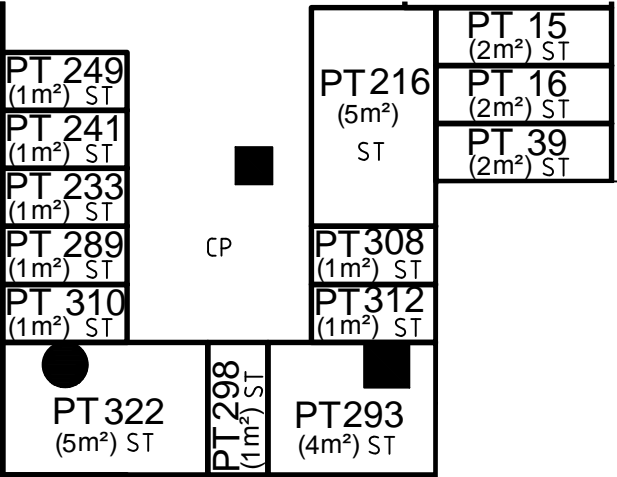


DIAGRAM 5
1:100
(SHEET 3)



DIAGRAM 3
1:100
(SHEETS 2 & 3)

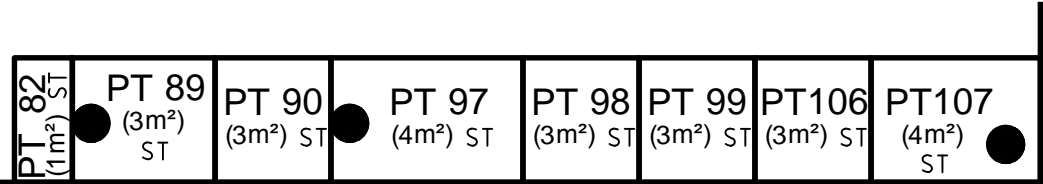
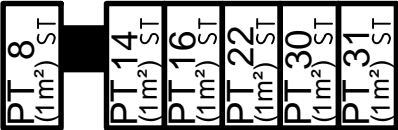


DIAGRAM 4
1:100
(SHEET 3)

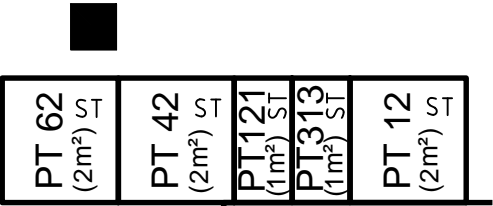
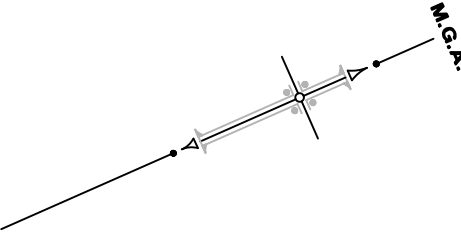


DIAGRAM 6
1:100
(SHEET 5)



CP ~ COMMON PROPERTY
ST ~ STORE

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 200

Registered:

SP

DIAGRAMS - (CONTINUATION)

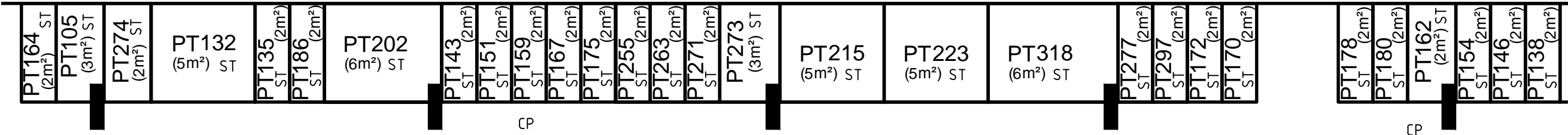


DIAGRAM 7
1:100
(SHEETS 4 & 5)

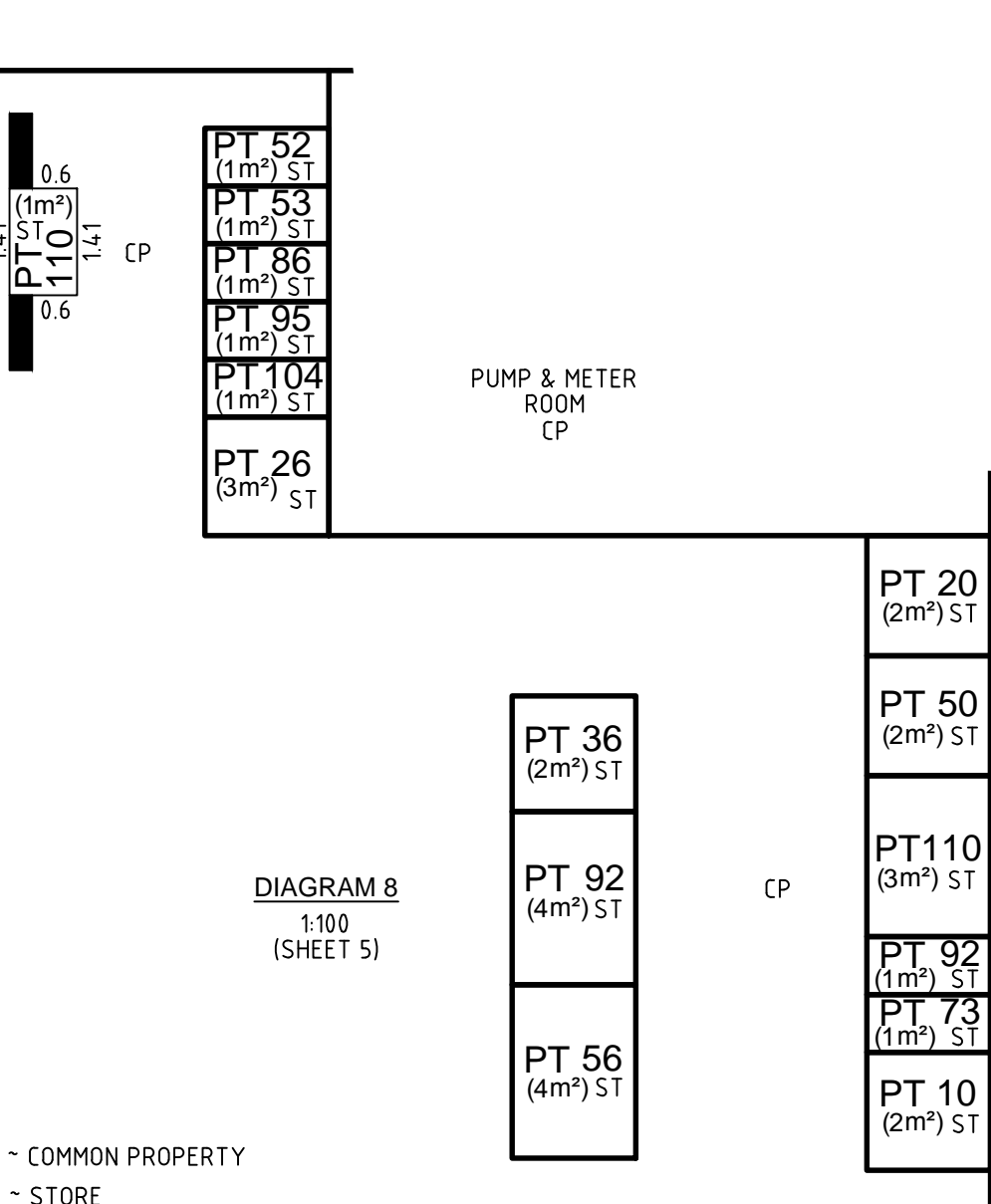
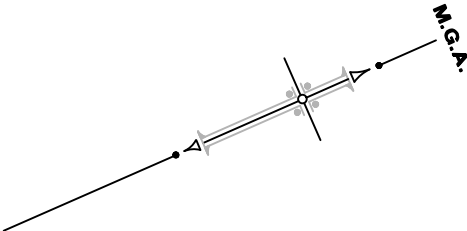


DIAGRAM 8
1:100
(SHEET 5)

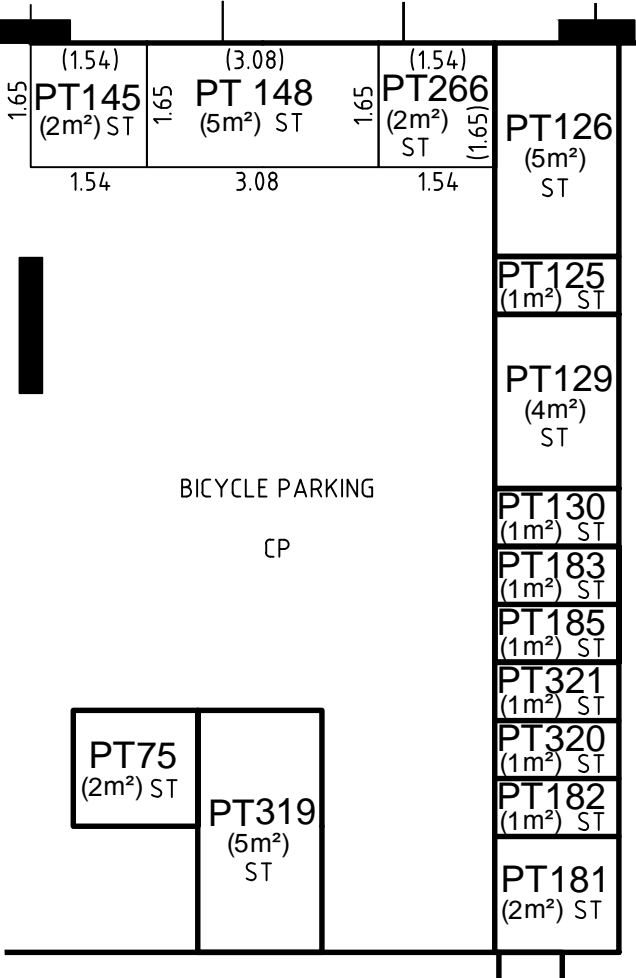


DIAGRAM 9
1:100
(SHEET 6)

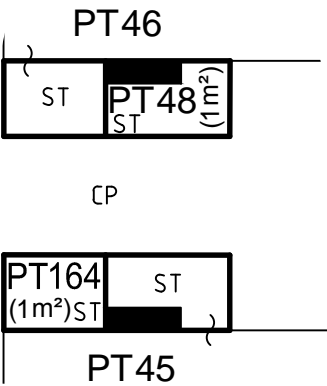


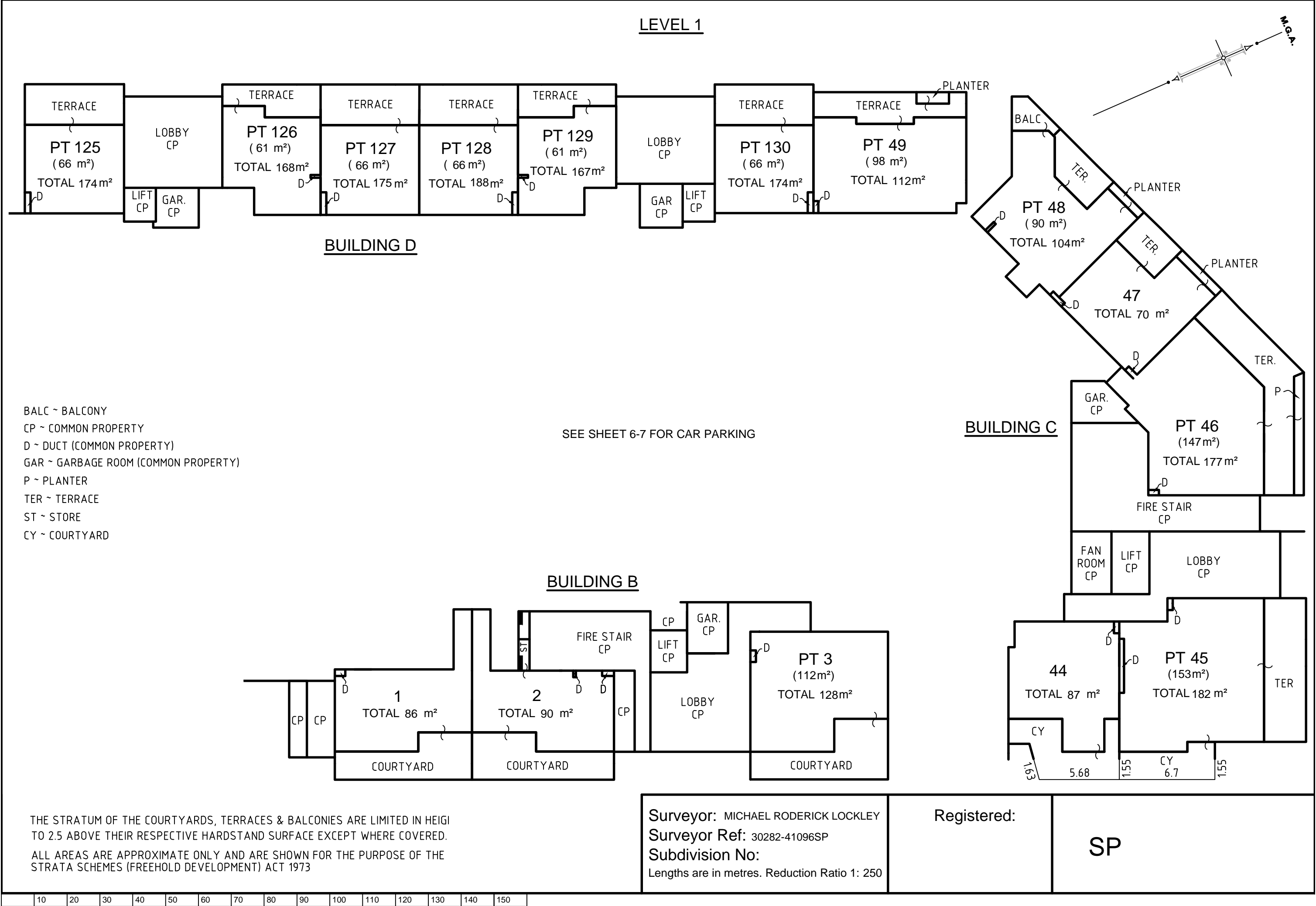
DIAGRAM 10
1:100
(SHEET 7)

CP ~ COMMON PROPERTY
ST ~ STORE

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 200

Registered:

SP



1
TOTAL 86 m²

CP

CP

2
TOTAL 90 m²

CP

FIRE STAIR
CP

CP

GAR.
CP

LIFT
CP

LOBBY
CP

PT 3
(112m²)
TOTAL 128m²

D

COURTYARD

COURTYARD

COURTYARD

SEE SHEET 6-7 FOR CAR PARKING

BUILDING D

BUILDING C

BUILDING B

BALC ~ BALCONY

CP ~ COMMON PROPERTY

D ~ DUCT (COMMON PROPERTY)

GAR ~ GARBAGE ROOM (COMMON PROPERTY)

P ~ PLANTER

TER ~ TERRACE

ST ~ STORE

CY ~ COURTYARD

THE STRATUM OF THE COURTYARDS, TERRACES & BALCONIES ARE LIMITED IN HEIGI
TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: MICHAEL RODERICK LOCKLEY

Surveyor Ref: 30282-41096SP

Subdivision No:

Lengths are in metres. Reduction Ratio 1: 250

Registered:

SP

10

20

30

40

50

60

70

80

90

100

110

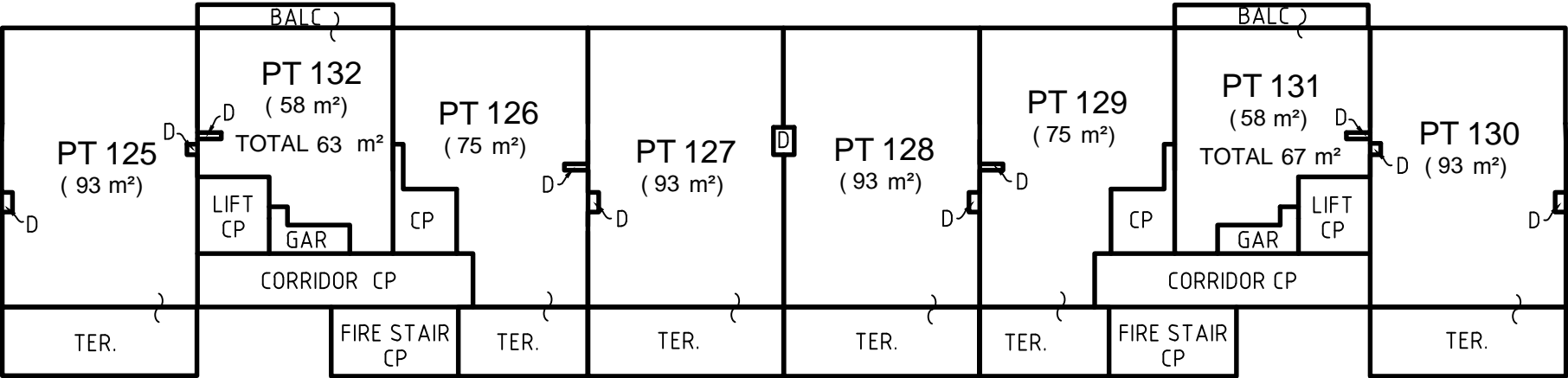
120

130

140

150

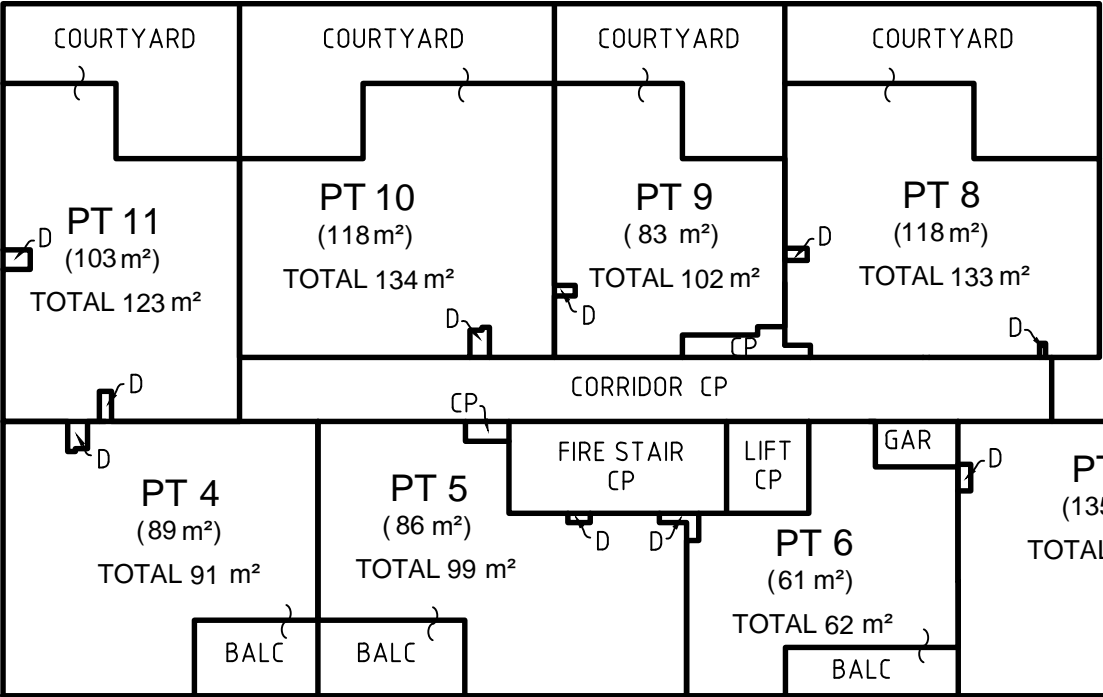
LEVEL 2



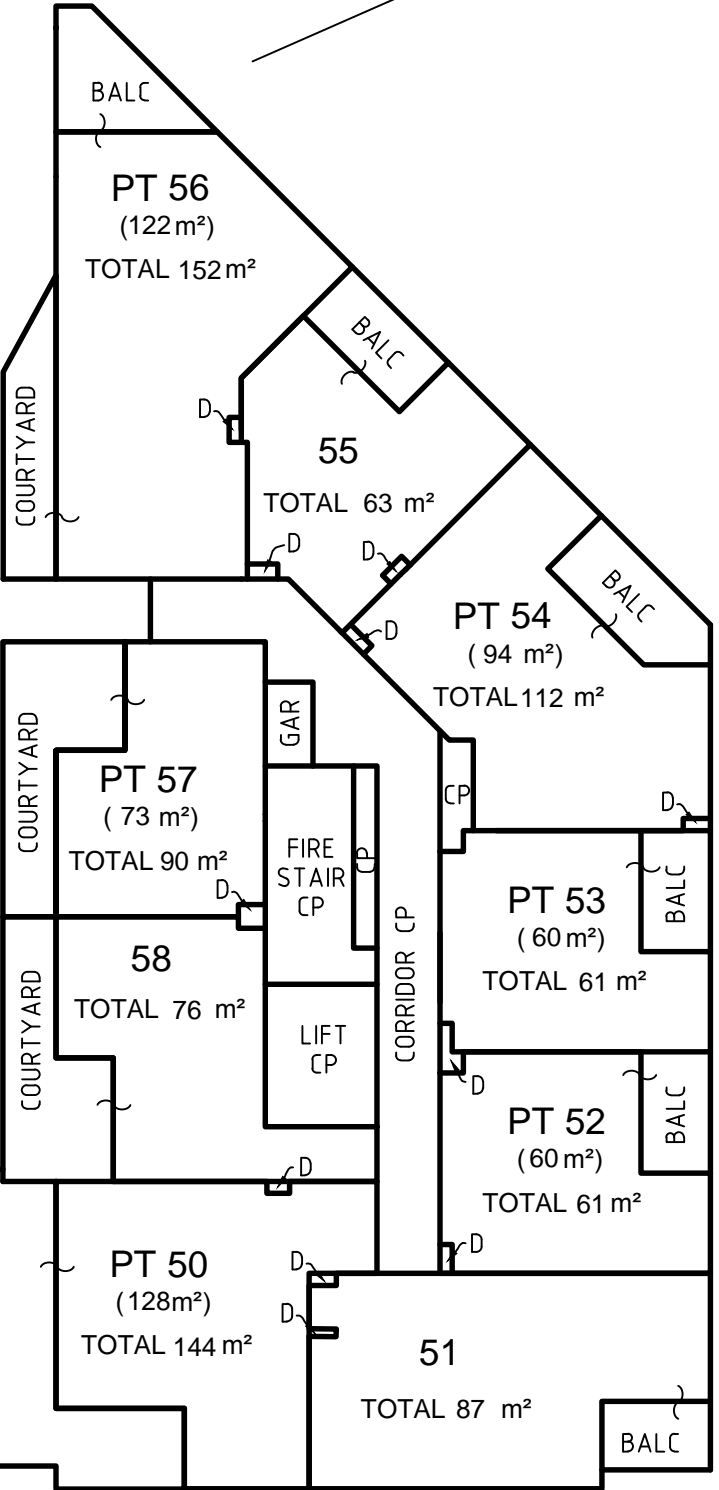
BUILDING D

BALC ~ BALCONY
CP ~ COMMON PROPERTY
D ~ DUCT (COMMON PROPERTY)
GAR ~ GARBAGE ROOM (COMMON PROPERTY)
TER ~ TERRACE
CY ~ COURTYARD

BUILDING B



BUILDING C



THE STRATUM OF THE COURTYARDS, TERRACES & BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

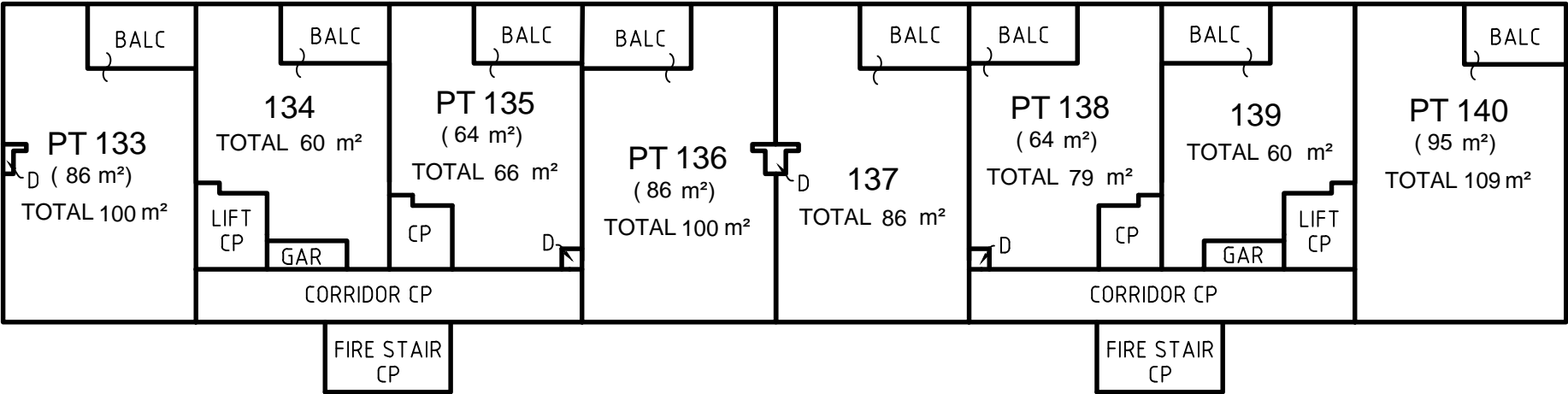
Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 250

Registered:

SP

| | | | | | | | | | | | | | | | |
|--|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|
| | 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 |
|--|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|

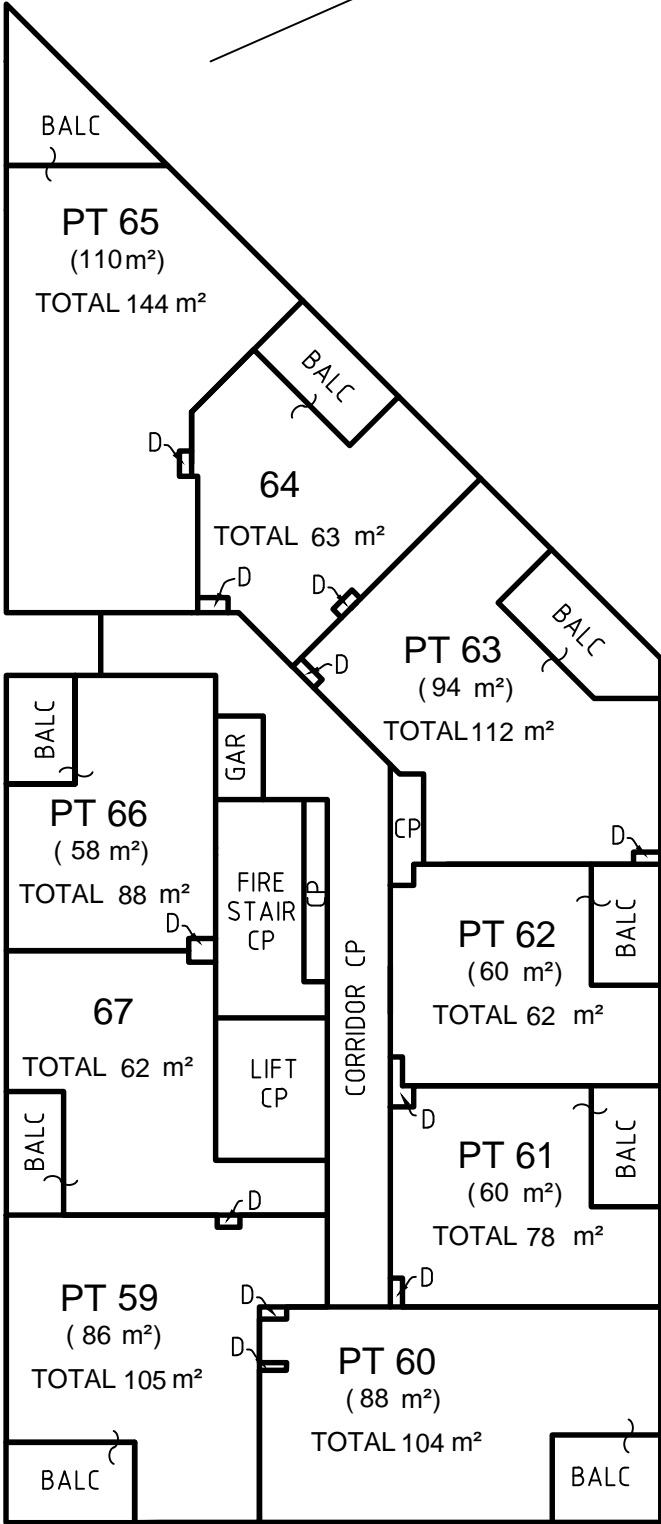
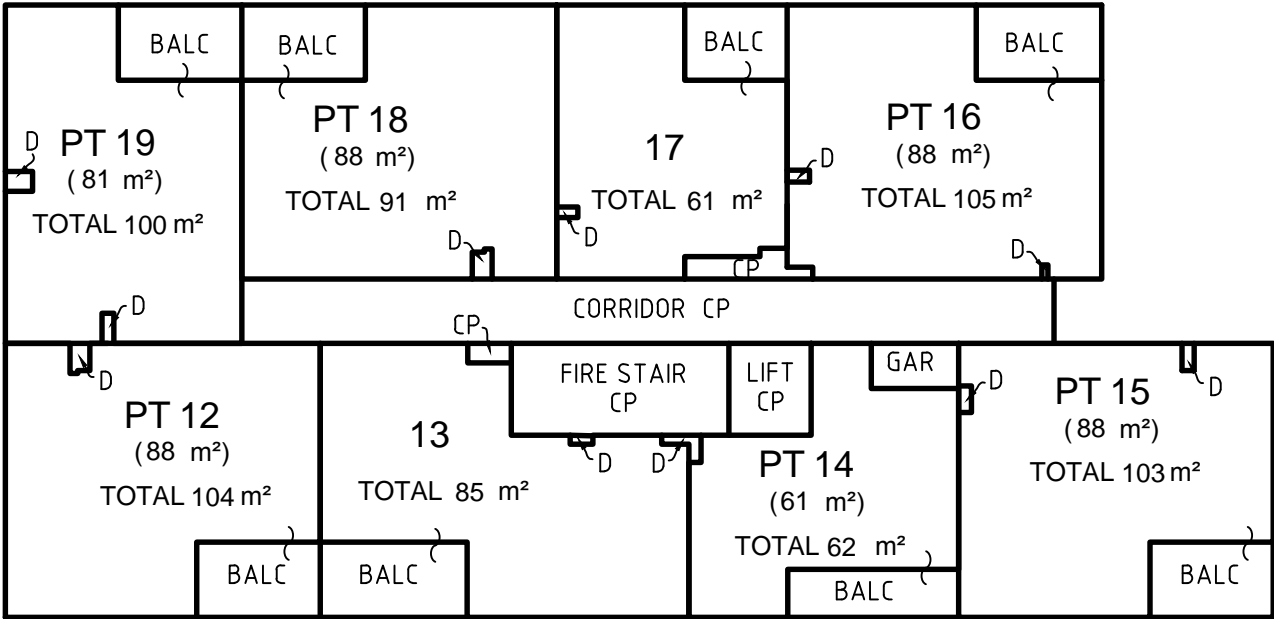
LEVEL 3



BUILDING D

BUILDING C

BUILDING B



BALC ~ BALCONY
CP ~ COMMON PROPERTY
D ~ DUCT (COMMON PROPERTY)
GAR ~ GARBAGE ROOM (COMMON PROPERTY)

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

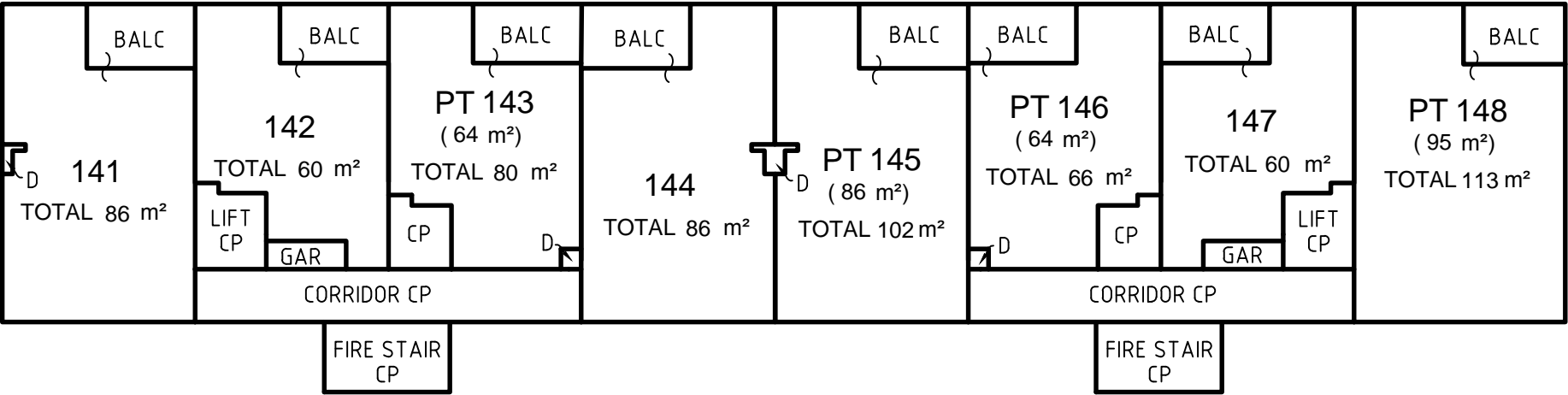
Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 250

Registered:

SP

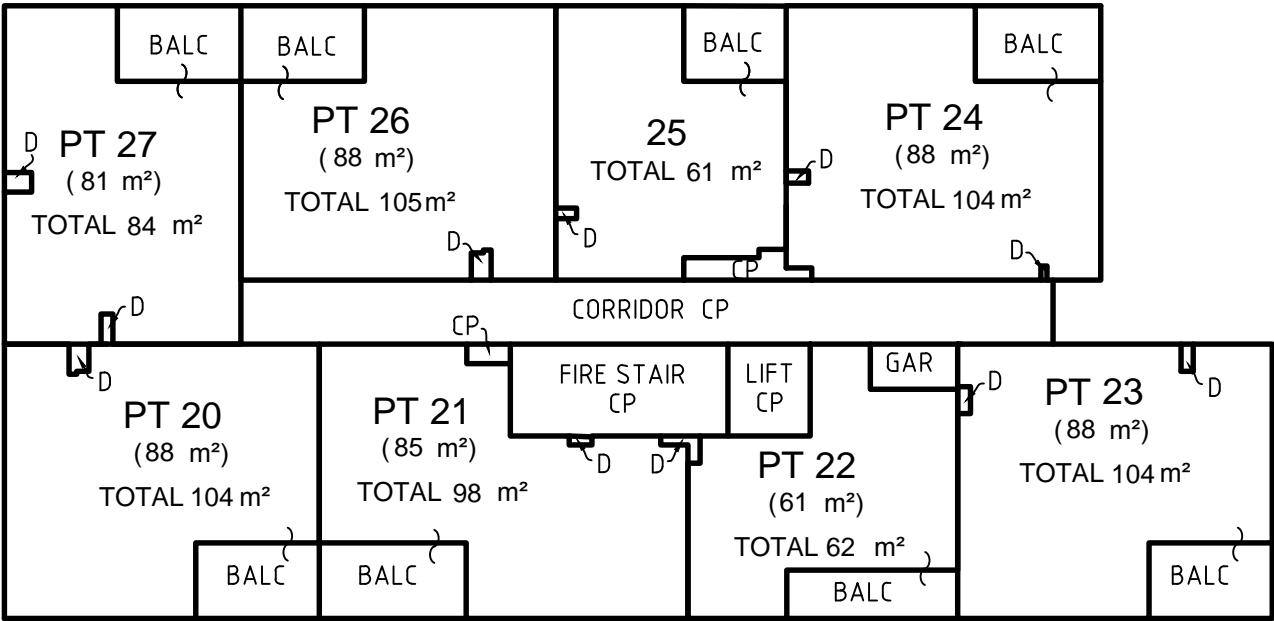
| | | | | | | | | | | | | | | | |
|--|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|
| | 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 |
|--|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|

LEVEL 4

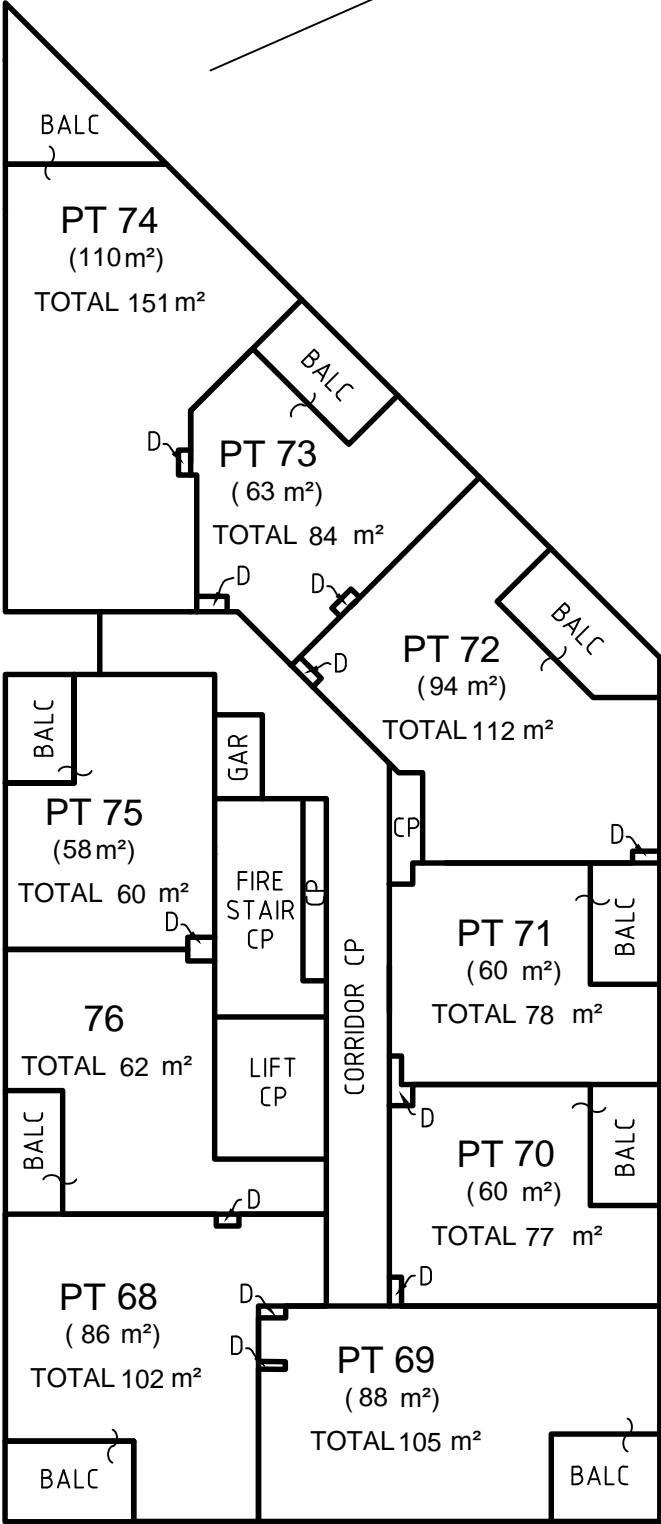


BUILDING D

BUILDING B



BUILDING C



M.G.A.

BALC ~ BALCONY
CP ~ COMMON PROPERTY
D ~ DUCT (COMMON PROPERTY)
GAR ~ GARBAGE ROOM (COMMON PROPERTY)

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.

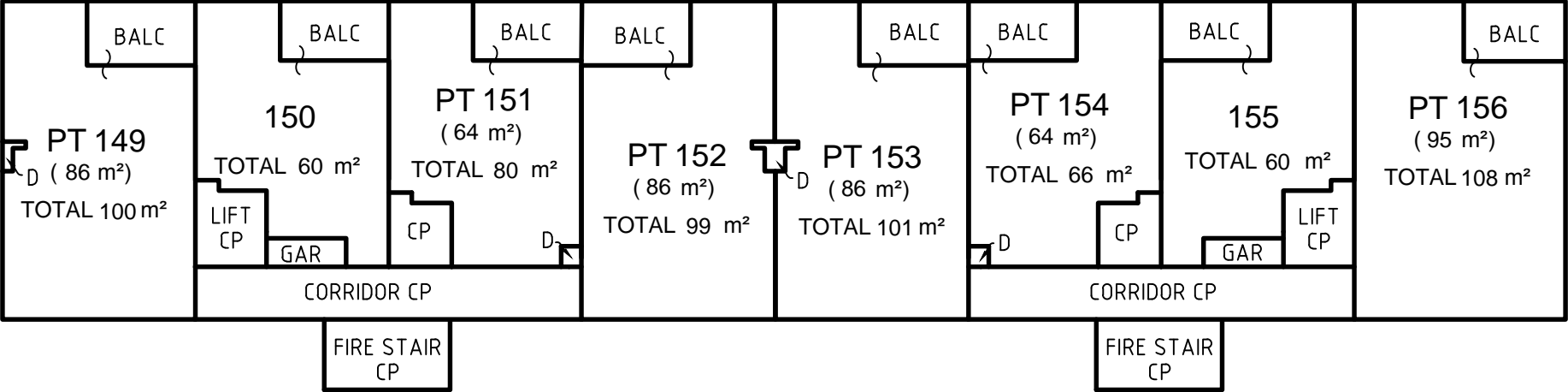
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 250

Registered:

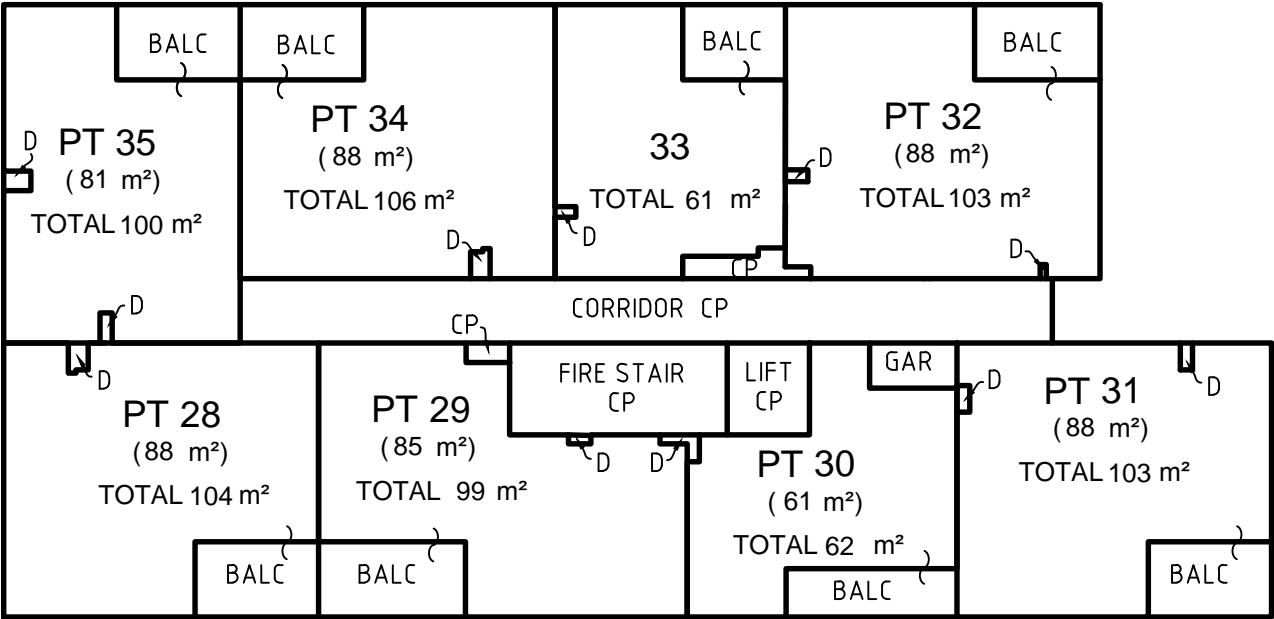
SP

LEVEL 5

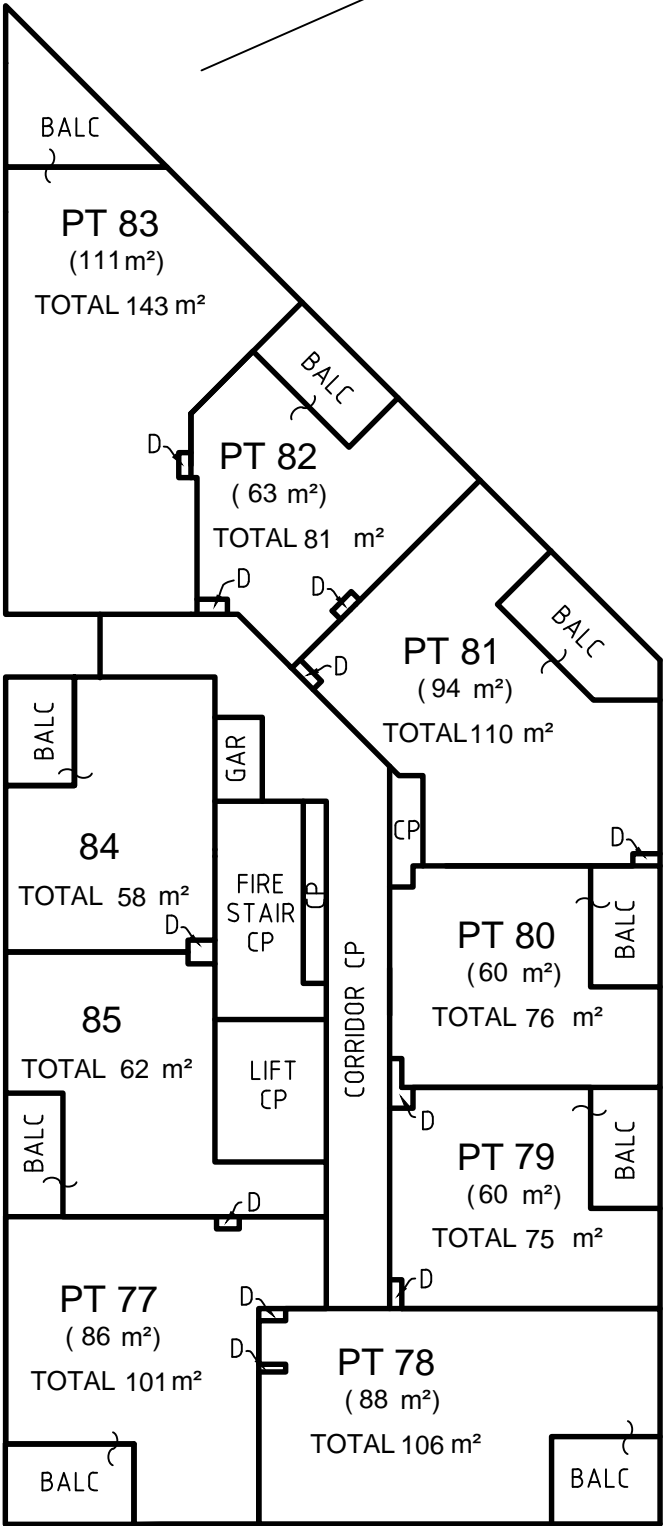


BUILDING D

BUILDING B



BUILDING C



BALC ~ BALCONY
CP ~ COMMON PROPERTY
D ~ DUCT (COMMON PROPERTY)
GAR ~ GARBAGE ROOM (COMMON PROPERTY)

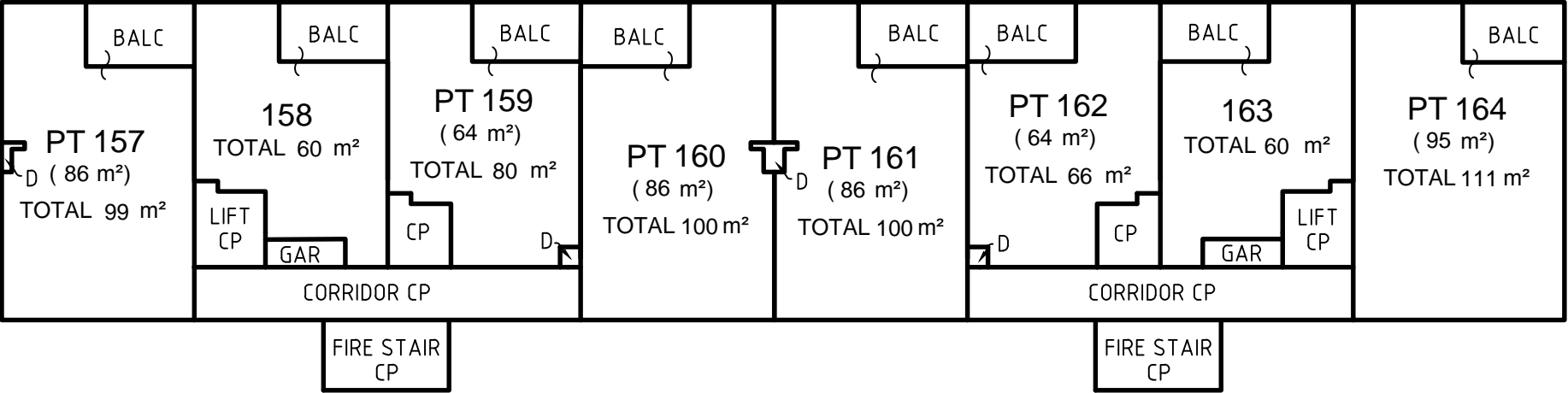
THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE
THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 250

Registered:

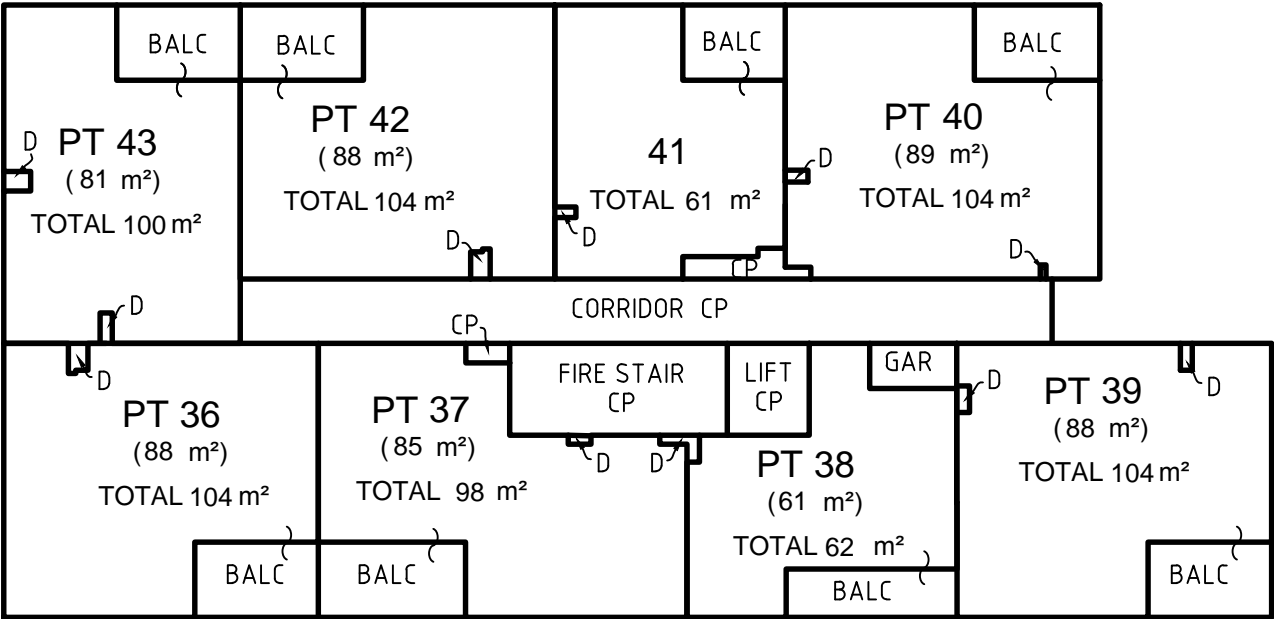
SP

LEVEL 6

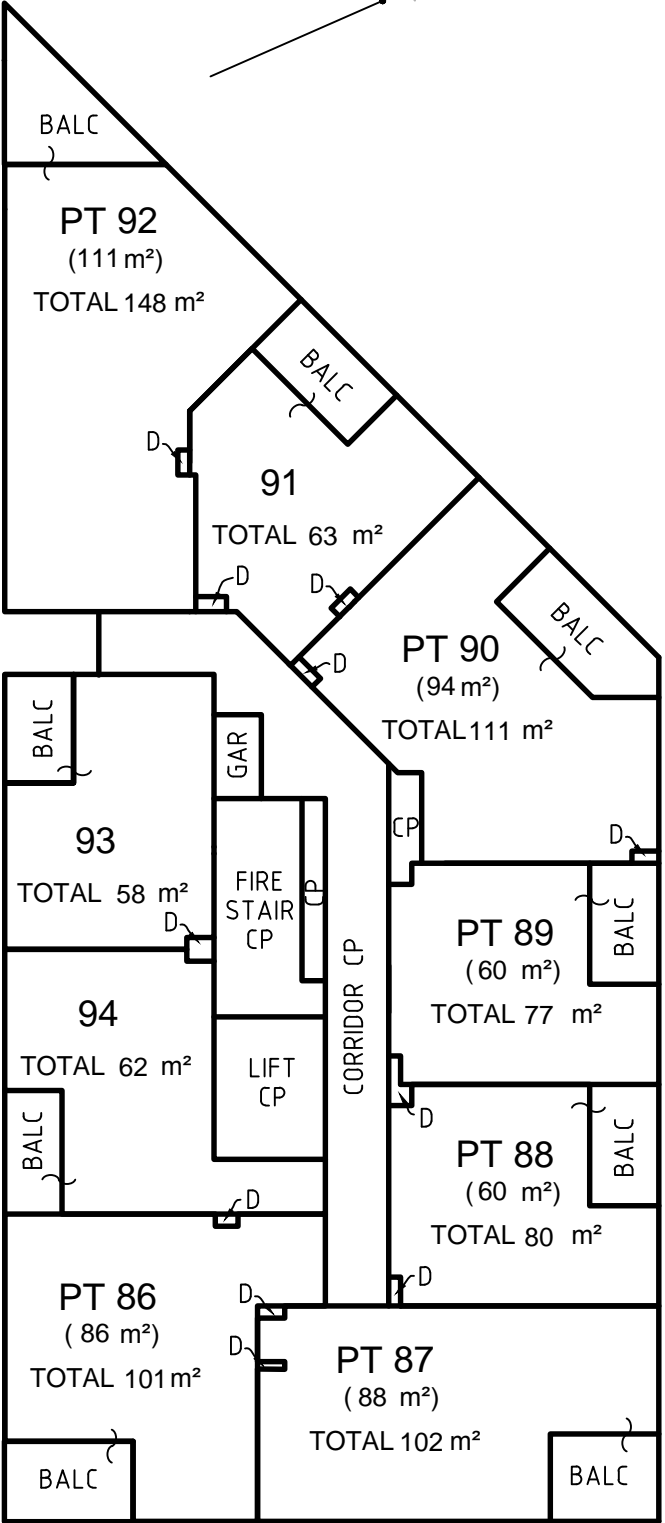


BUILDING D

BUILDING B



BUILDING C



BALC ~ BALCONY
CP ~ COMMON PROPERTY
D ~ DUCT (COMMON PROPERTY)
GAR ~ GARBAGE ROOM (COMMON PROPERTY)

THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE
THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

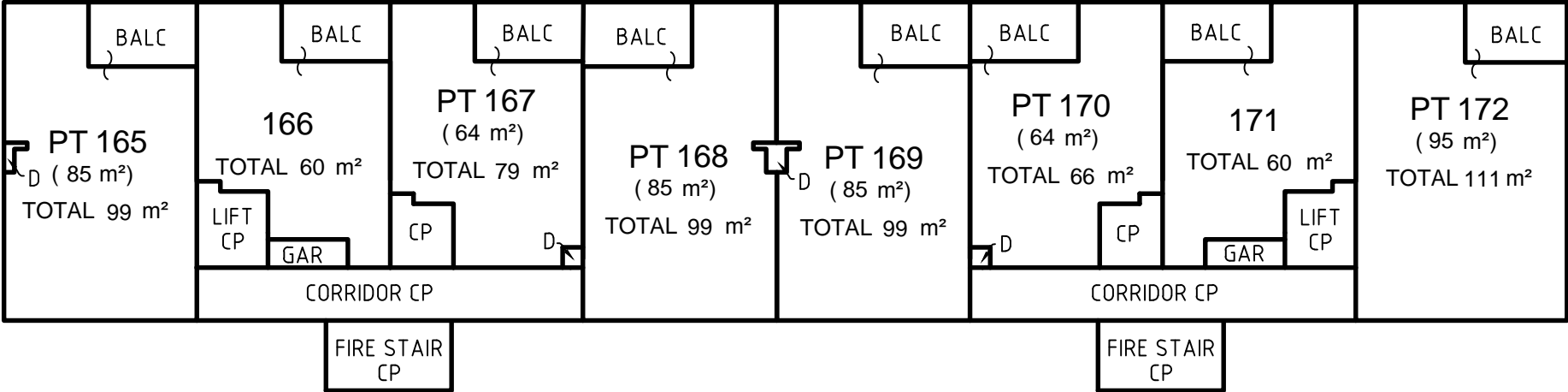
Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 250

Registered:

SP

| | | | | | | | | | | | | | | | |
|--|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|
| | 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 |
|--|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|

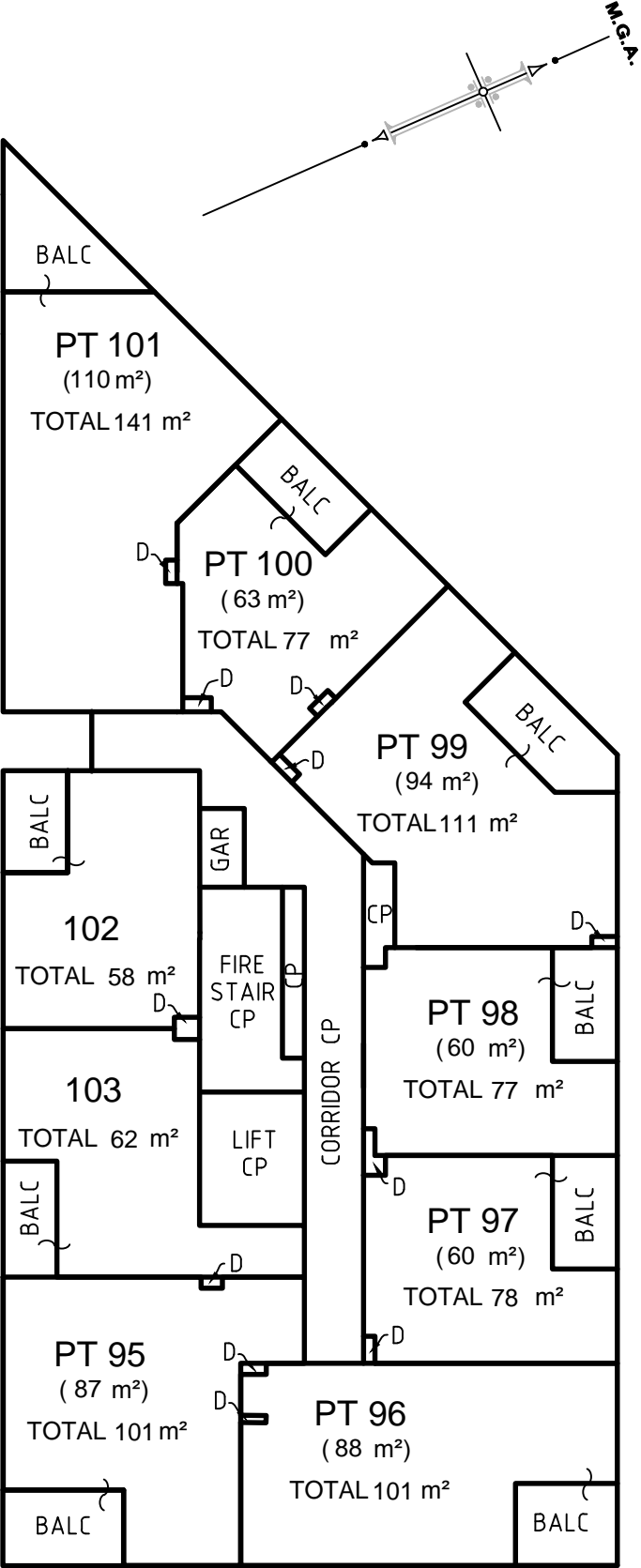
LEVEL 7



BUILDING D

BALC ~ BALCONY
CP ~ COMMON PROPERTY
D ~ DUCT (COMMON PROPERTY)
GAR ~ GARBAGE ROOM (COMMON PROPERTY)

BUILDING C



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

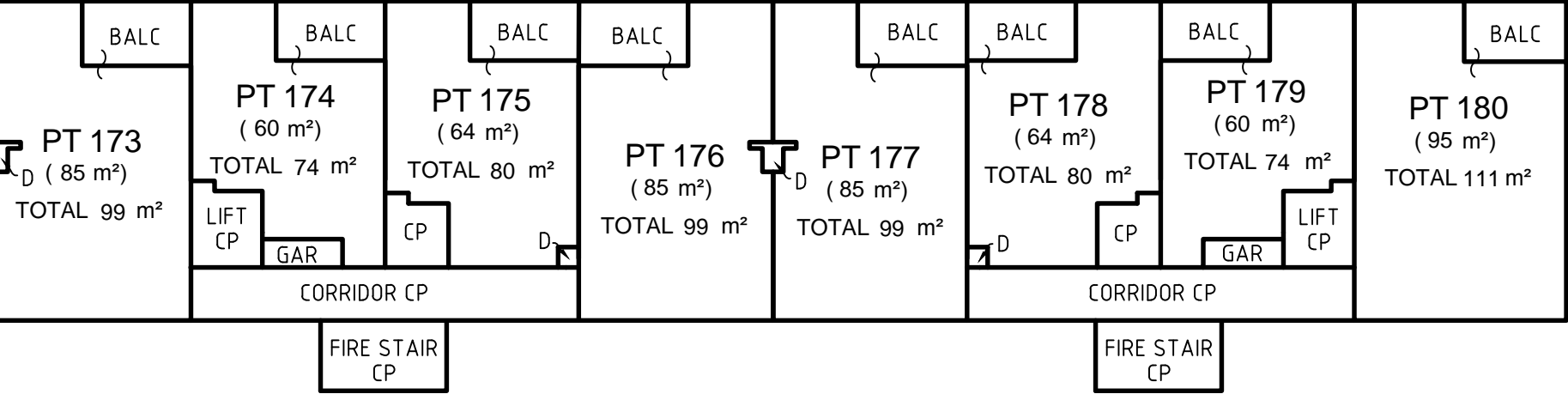
Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 250

Registered:

SP

| | | | | | | | | | | | | | | | |
|--|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|
| | 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 |
|--|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|

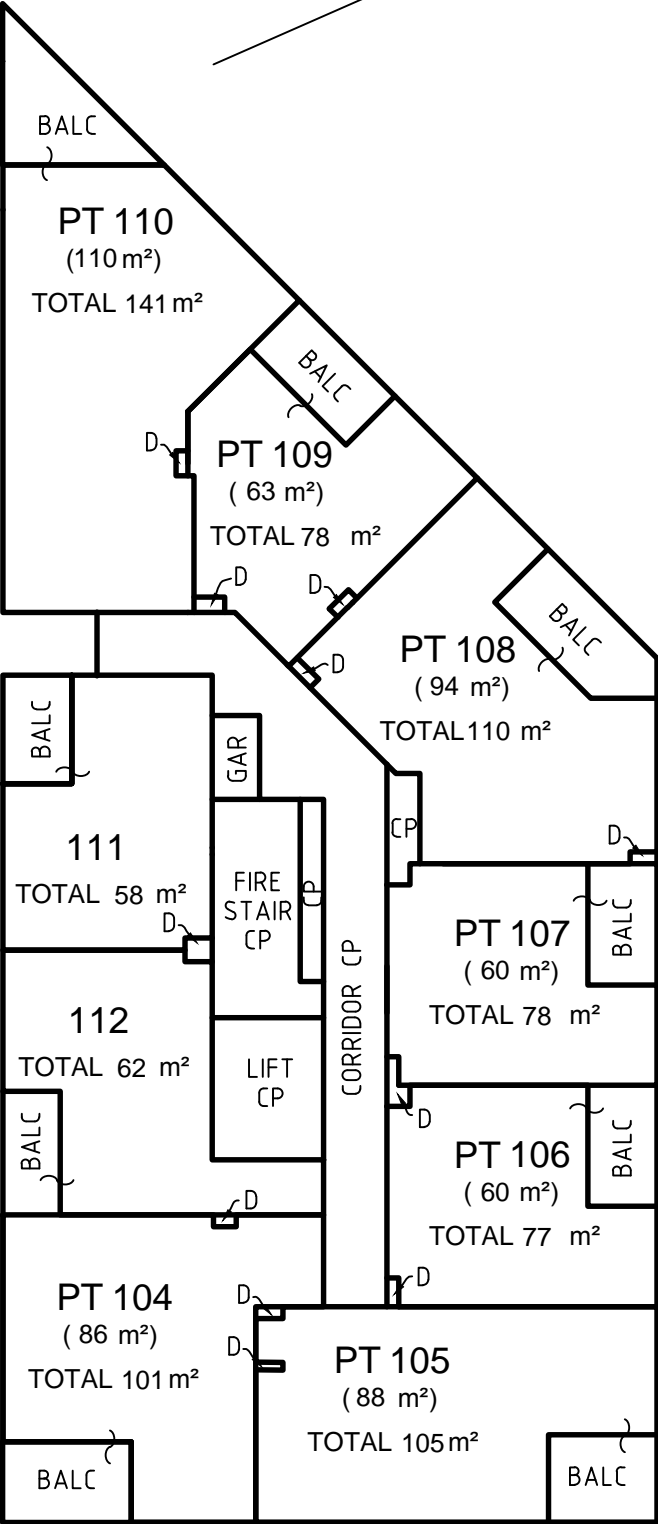
LEVEL 8



BUILDING D

BALC ~ BALCONY
CP ~ COMMON PROPERTY
D ~ DUCT (COMMON PROPERTY)
GAR ~ GARBAGE ROOM (COMMON PROPERTY)

BUILDING C



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 250

Registered:

SP

| | | | | | | | | | | | | | | | |
|--|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|
| | 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 |
|--|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|

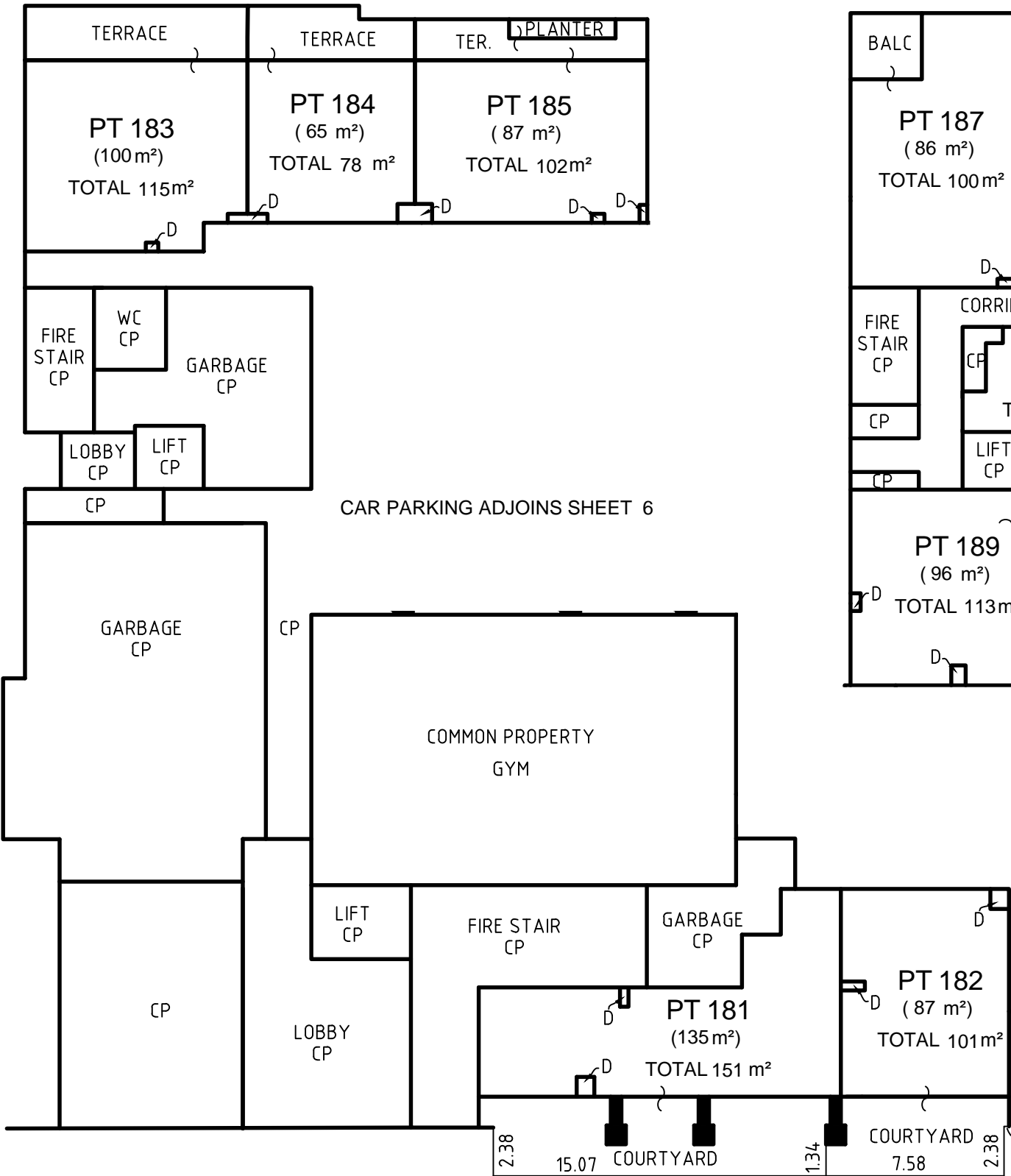
BUILDING E

LEVEL 1

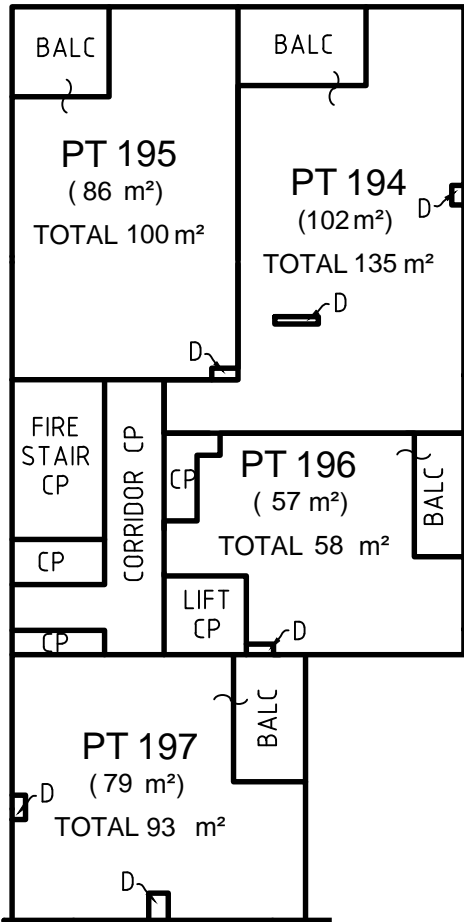
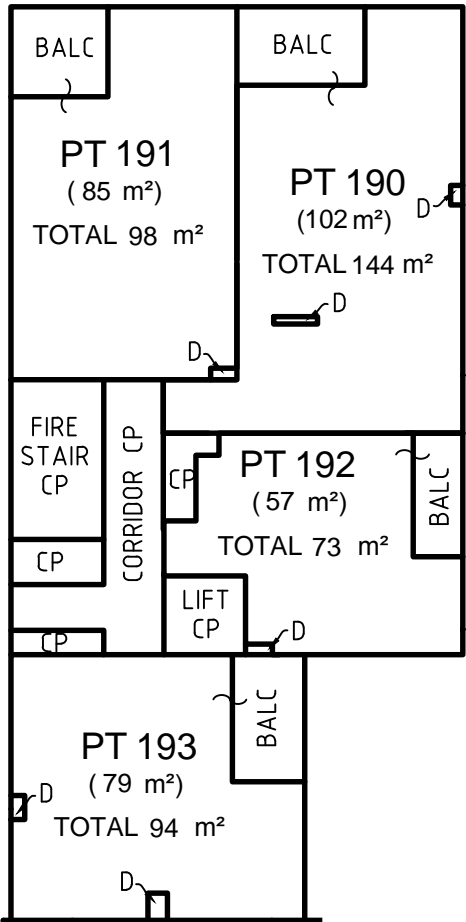
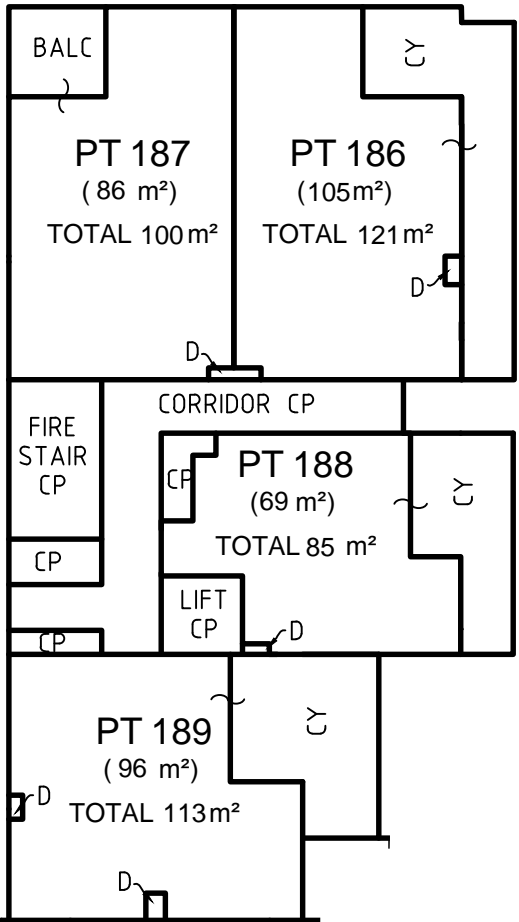
LEVEL 2

LEVEL 3

LEVEL 4

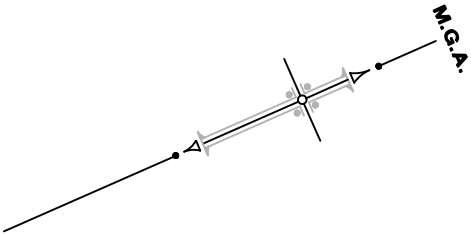


BUILDING A
LEVEL 1



BALC ~ BALCONY
CP ~ COMMON PROPERTY
D ~ DUCT (COMMON PROPERTY)
GAR ~ GARBAGE ROOM (COMMON PROPERTY)
TER ~ TERRACE
CY ~ COURTYARD

THE STRATUM OF THE COURTYARDS, TERRACES & BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

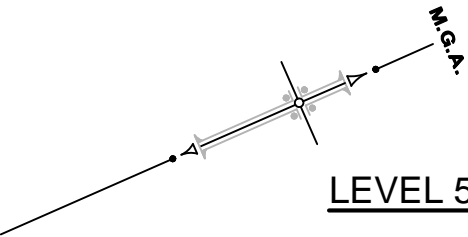


Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 250

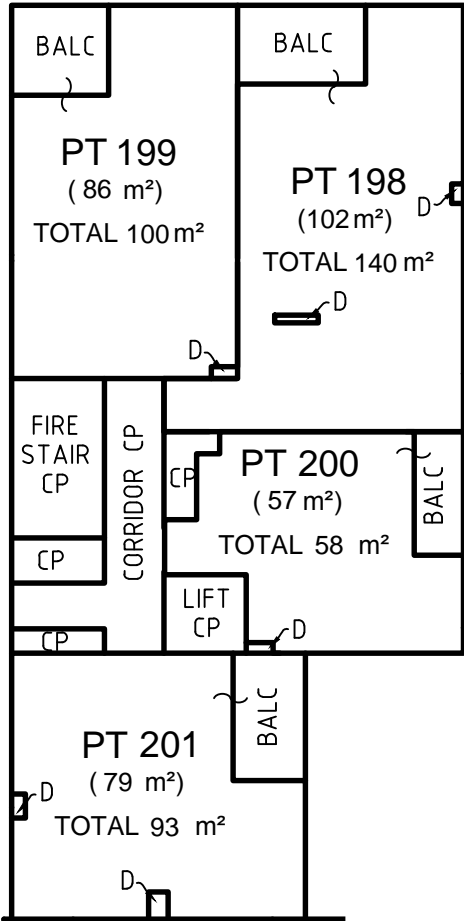
Registered:

SP

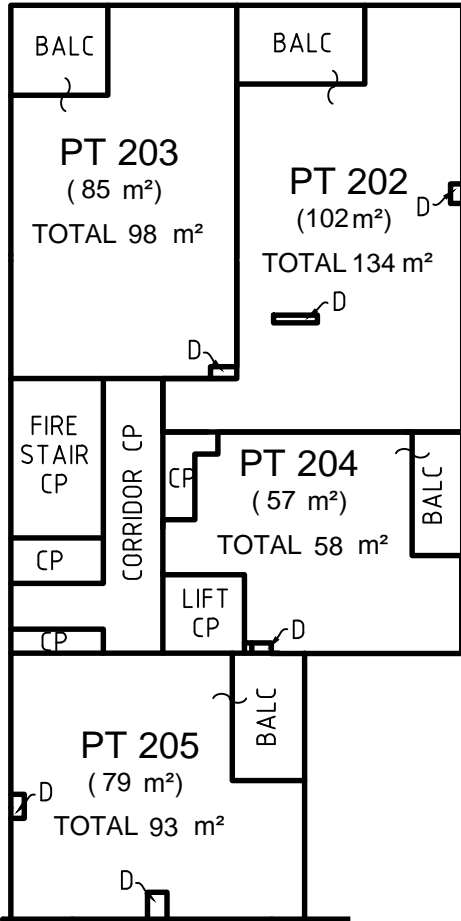
BUILDING E



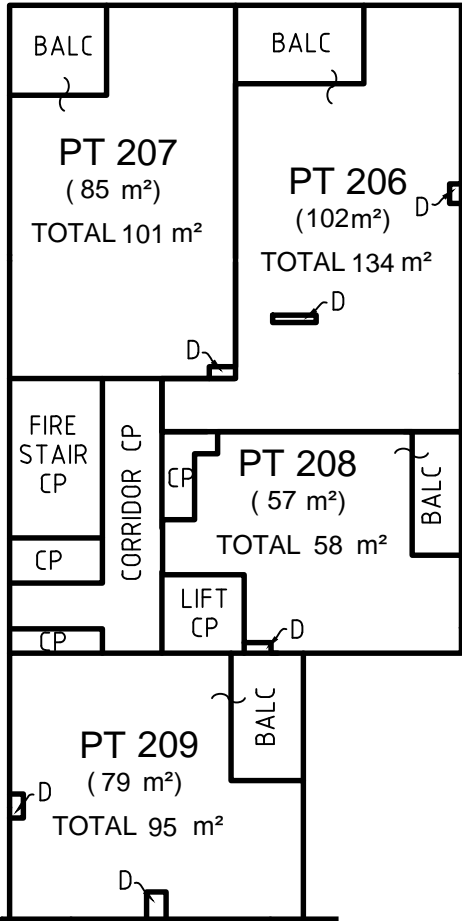
LEVEL 5



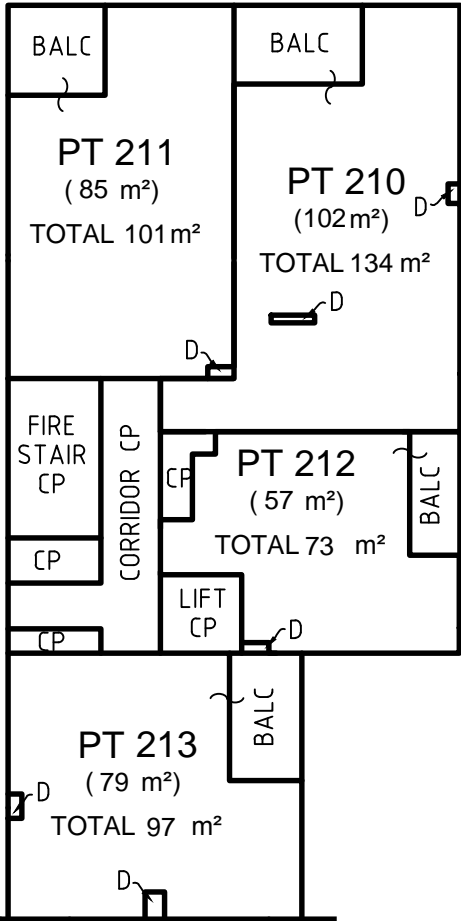
LEVEL 6



LEVEL 7



LEVEL 8



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE
THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

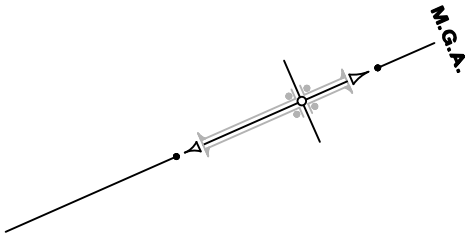
BALC ~ BALCONY
CP ~ COMMON PROPERTY
D ~ DUCT (COMMON PROPERTY)
GAR ~ GARBAGE ROOM (COMMON PROPERTY)

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 250

Registered:

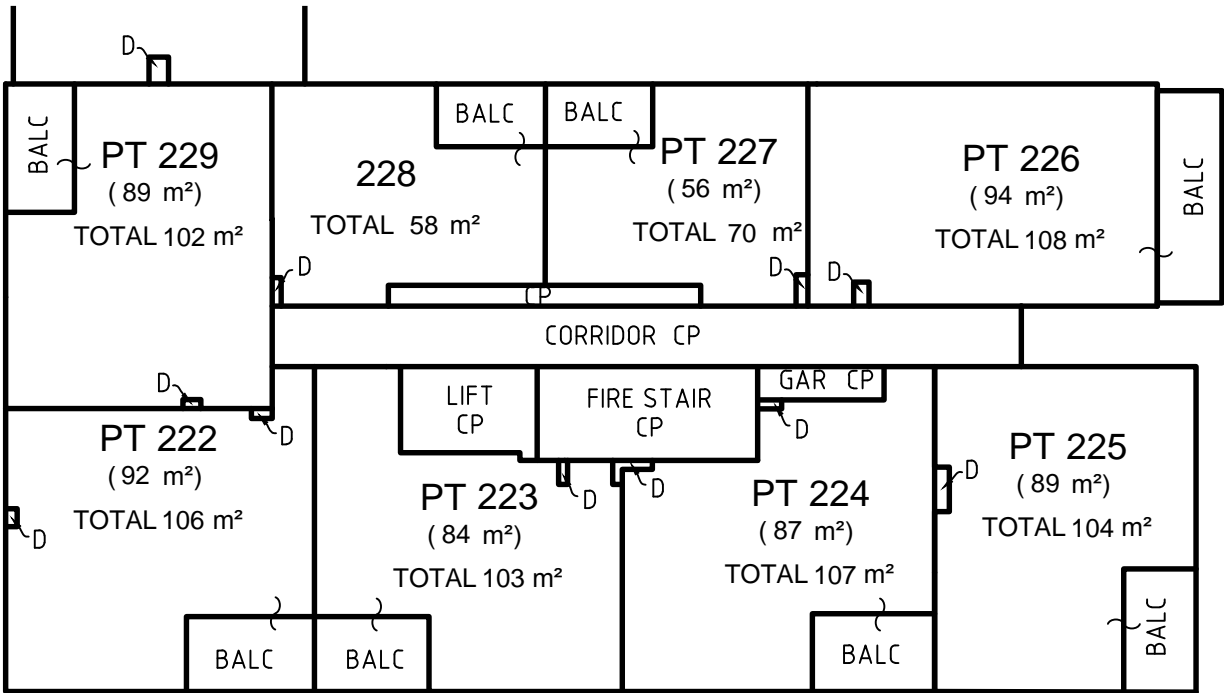
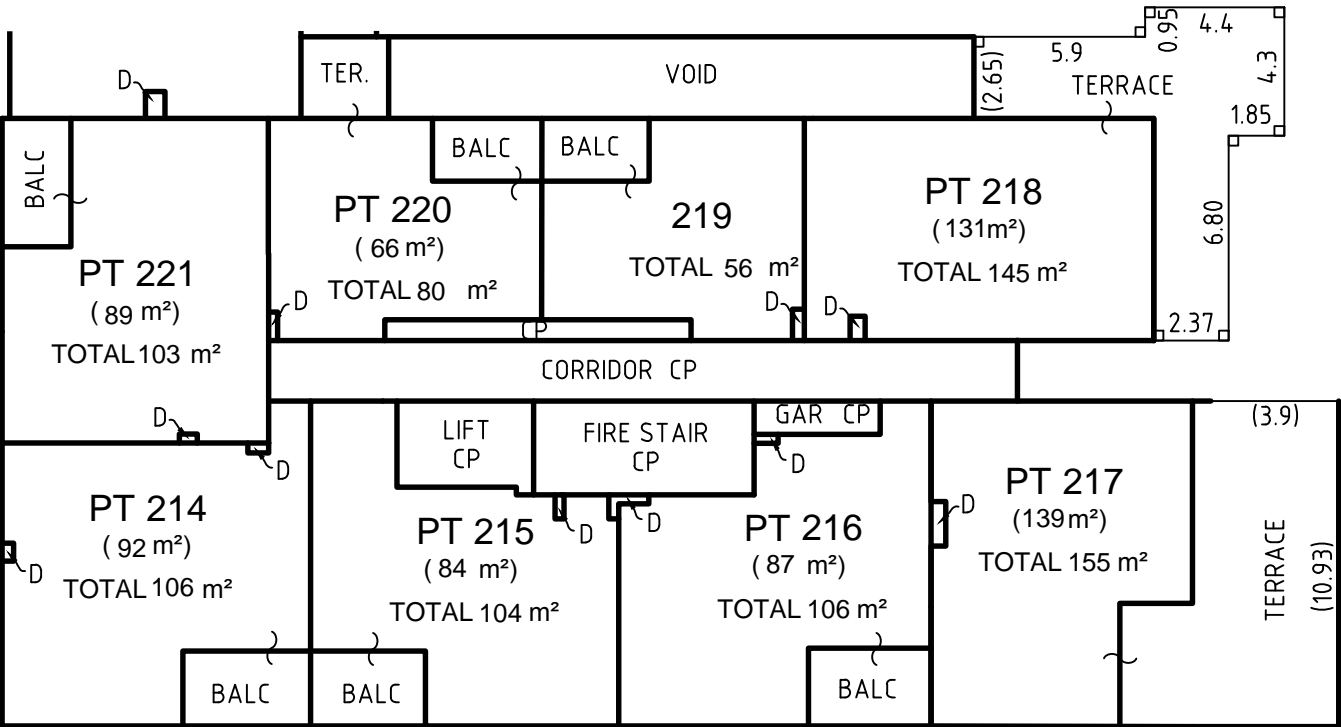
SP

BUILDING A



LEVEL 2

LEVEL 3



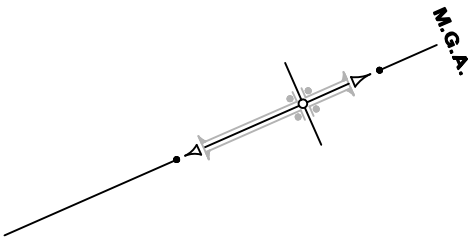
THE STRATUM OF THE TERRACES & BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

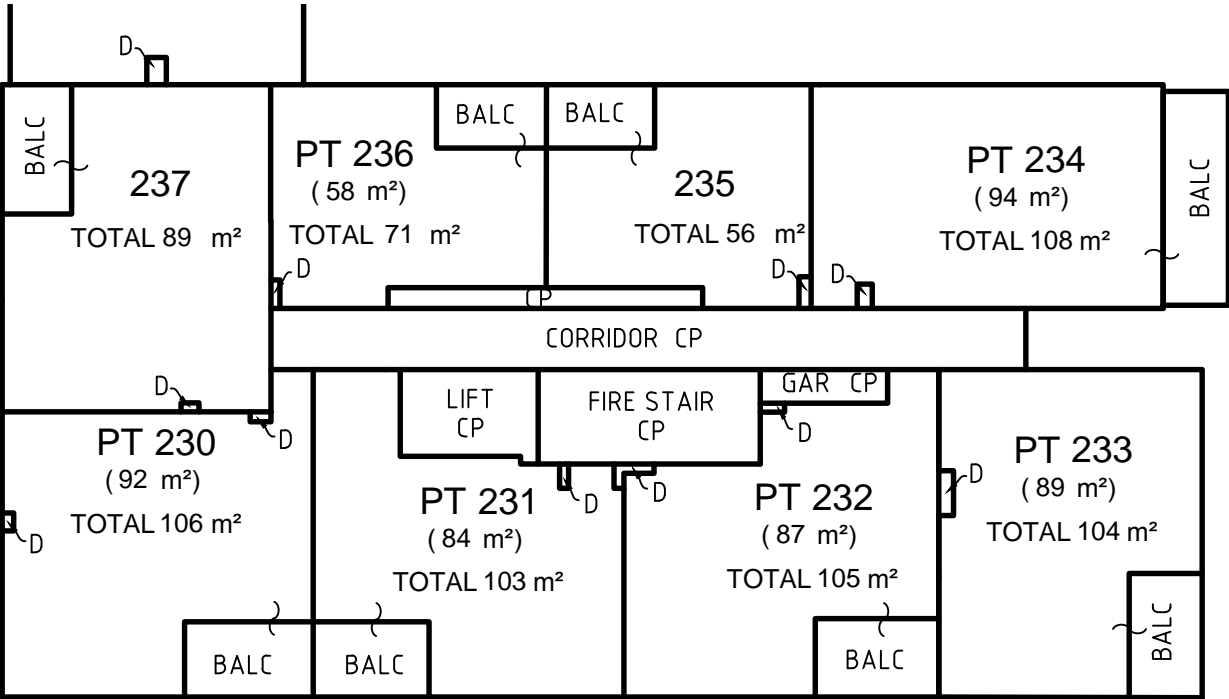
CP ~ COMMON PROPERTY
D ~ DUCT (COMMON PROPERTY)
GAR ~ GARBAGE ROOM (COMMON PROPERTY)
BALC ~ BALCONY
TER ~ TERRACE

| | | |
|---|-------------|----|
| Surveyor: MICHAEL RODERICK LOCKLEY Surveyor Ref: 30282-41096SP Subdivision No: Lengths are in metres. Reduction Ratio 1: 250 | Registered: | SP |
|---|-------------|----|

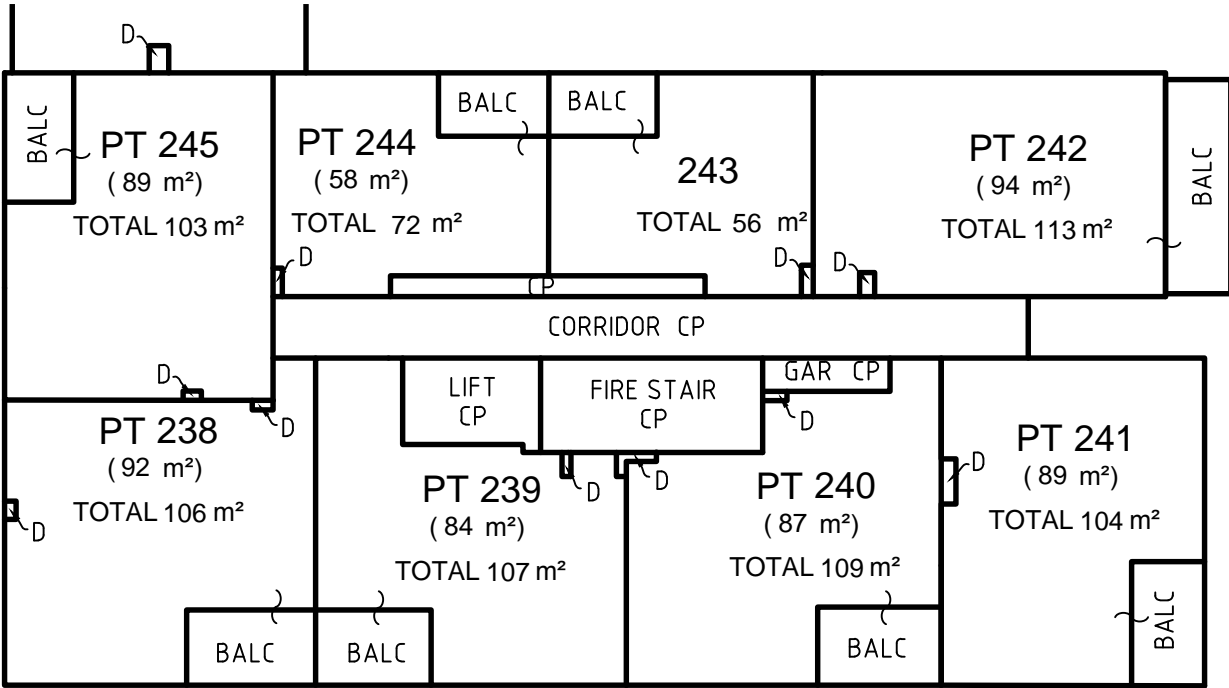
BUILDING A



LEVEL 4



LEVEL 5



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE
THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

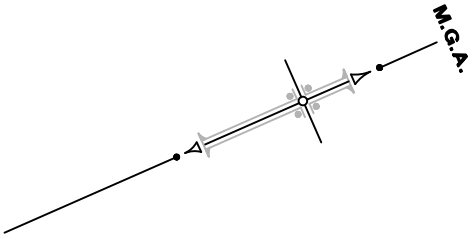
BALC ~ BALCONY
CP ~ COMMON PROPERTY
D ~ DUCT (COMMON PROPERTY)
GAR ~ GARBAGE ROOM (COMMON PROPERTY)

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 250

Registered:

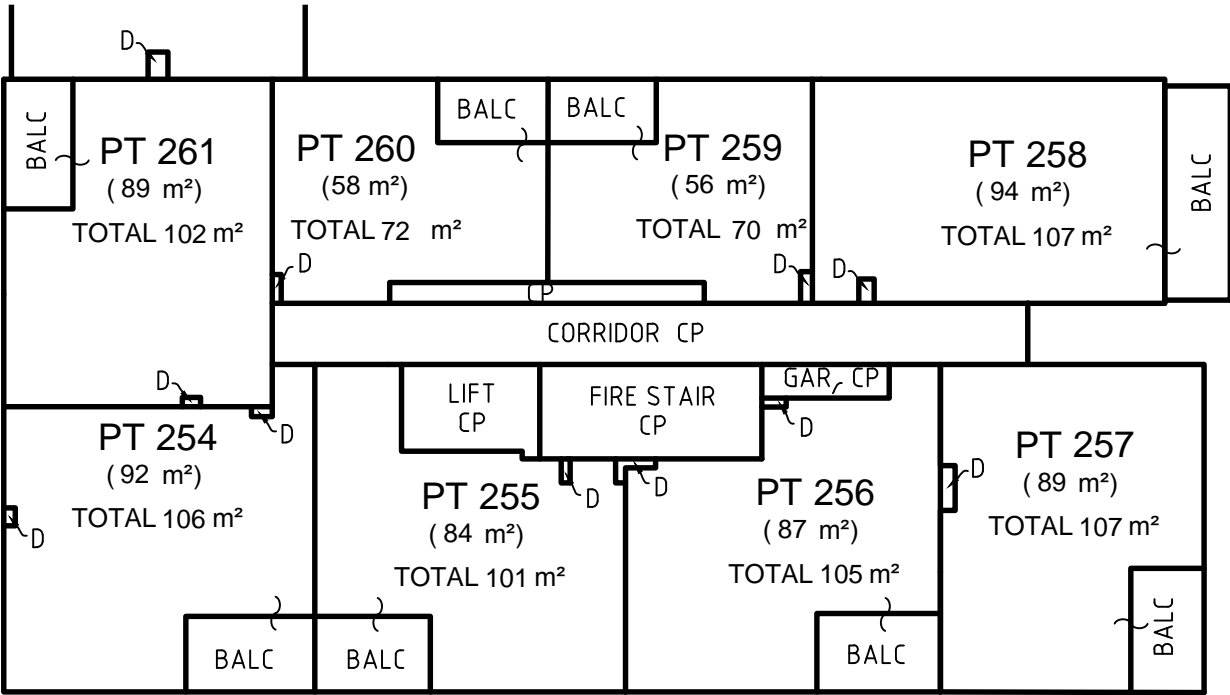
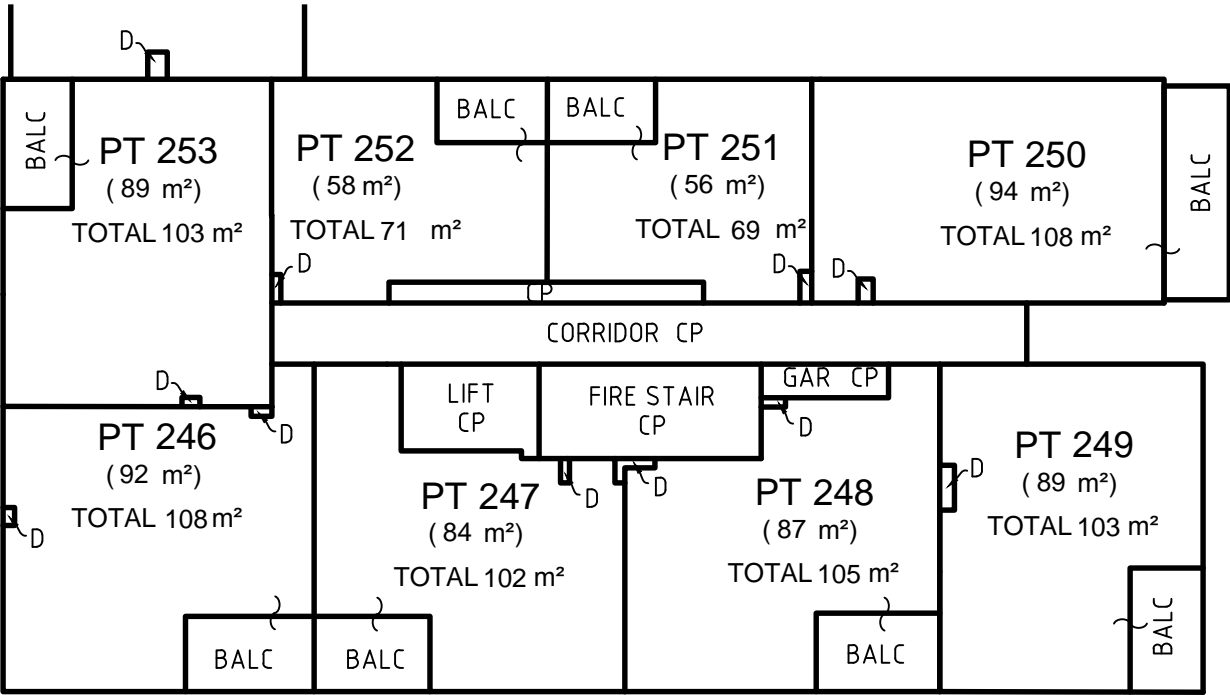
SP

BUILDING A



LEVEL 6

LEVEL 7



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE
THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

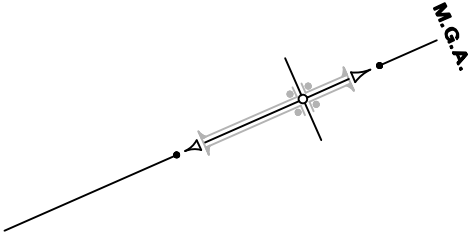
BALC ~ BALCONY
CP ~ COMMON PROPERTY
D ~ DUCT (COMMON PROPERTY)
GAR ~ GARBAGE ROOM (COMMON PROPERTY)

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 250

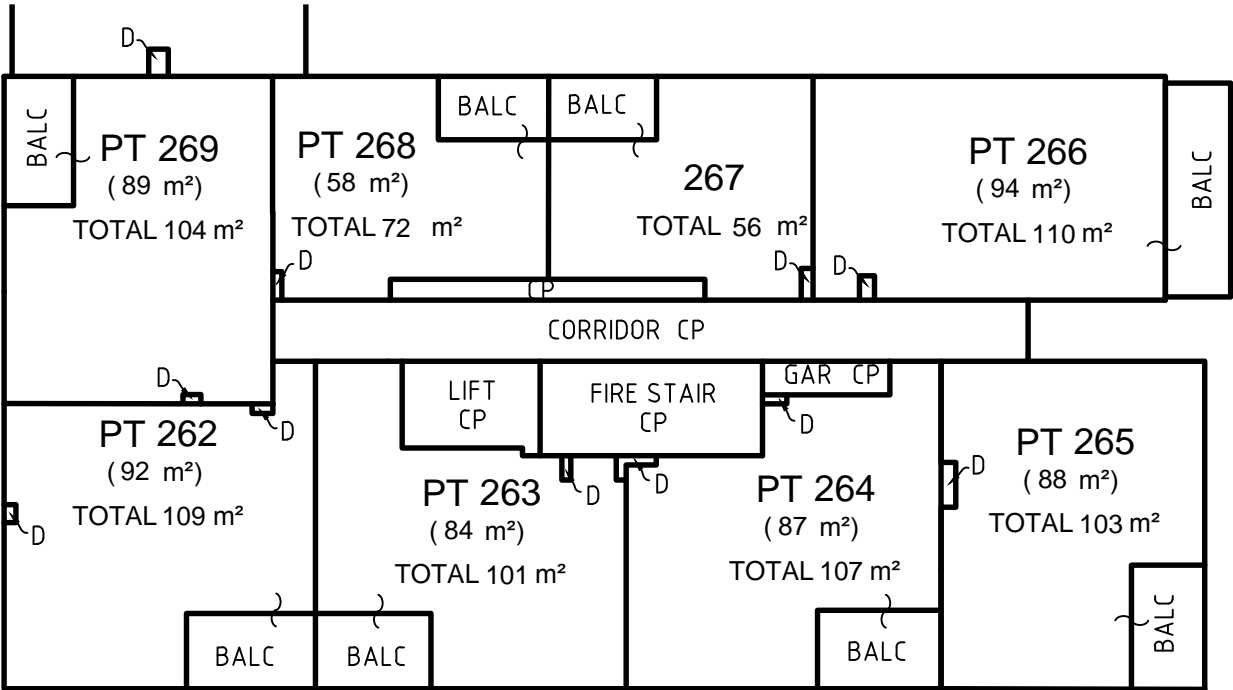
Registered:

SP

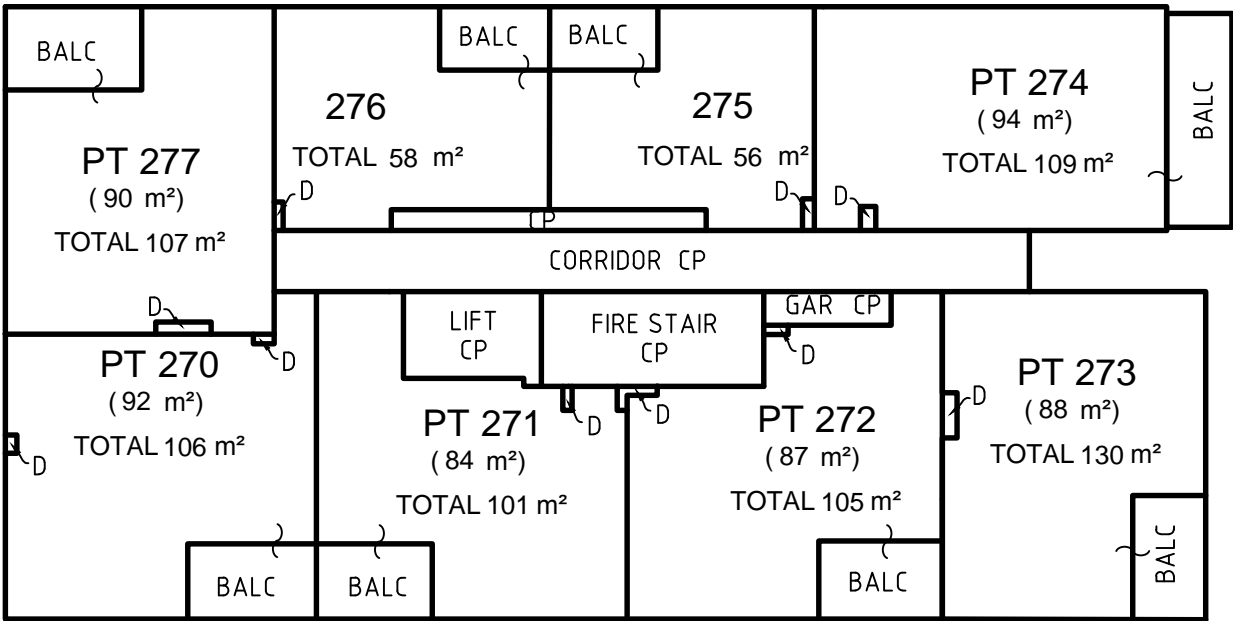
BUILDING A



LEVEL 8



LEVEL 9



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE
THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

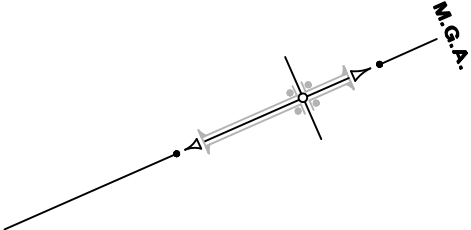
BALC ~ BALCONY
CP ~ COMMON PROPERTY
D ~ DUCT (COMMON PROPERTY)
GAR ~ GARBAGE ROOM (COMMON PROPERTY)

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 250

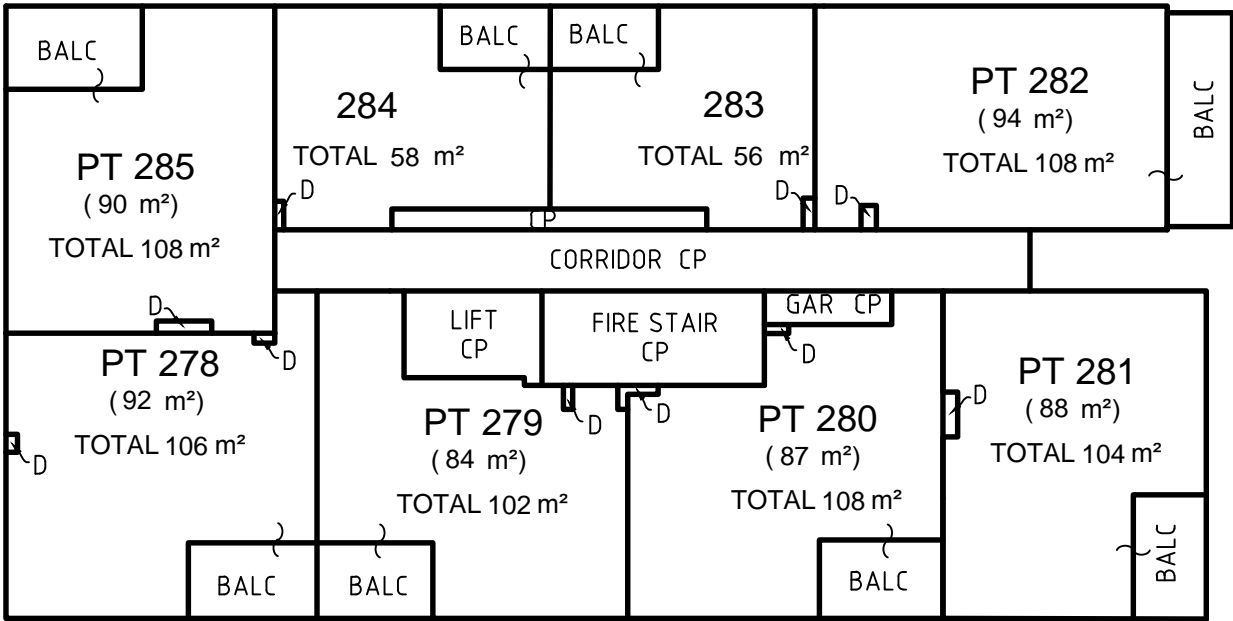
Registered:

SP

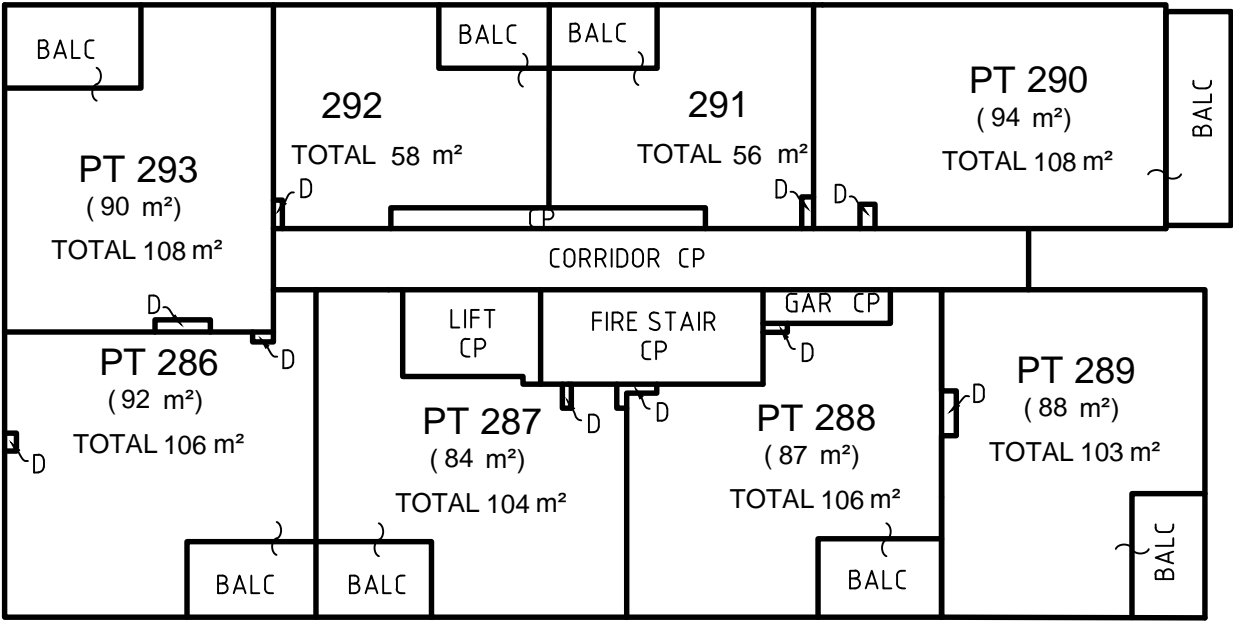
BUILDING A



LEVEL 10



LEVEL 11



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE
THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

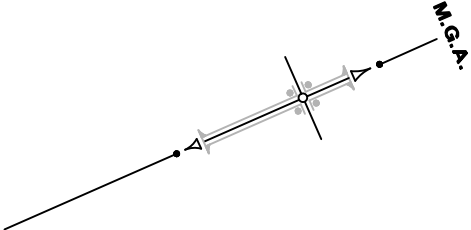
BALC ~ BALCONY
CP ~ COMMON PROPERTY
D ~ DUCT (COMMON PROPERTY)
GAR ~ GARBAGE ROOM (COMMON PROPERTY)

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 250

Registered:

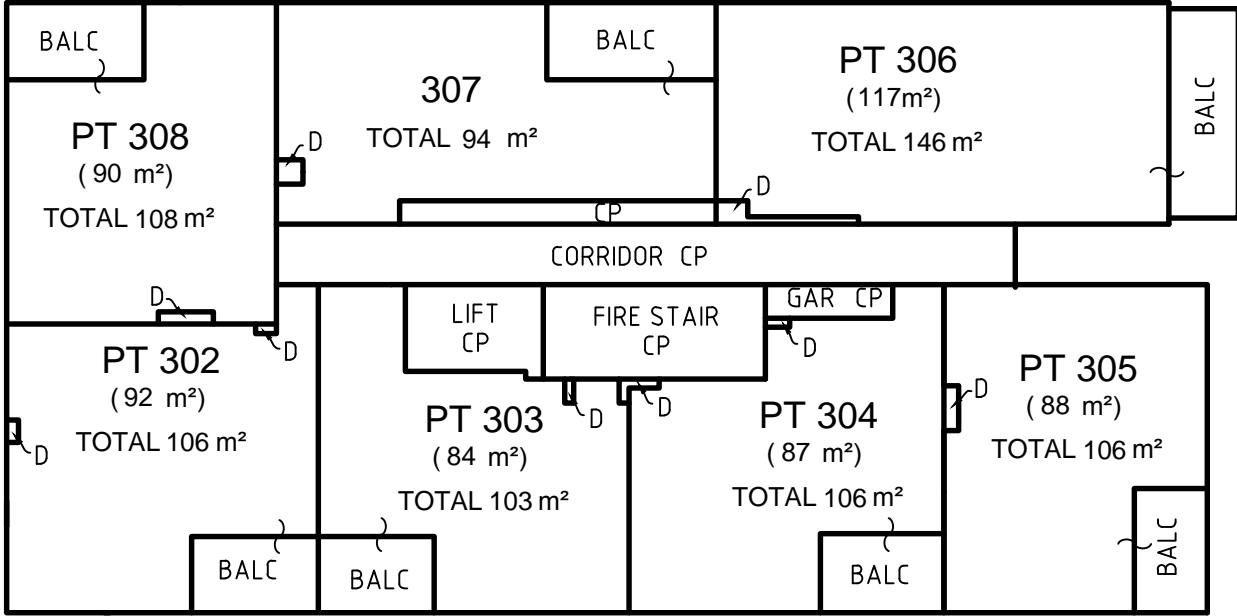
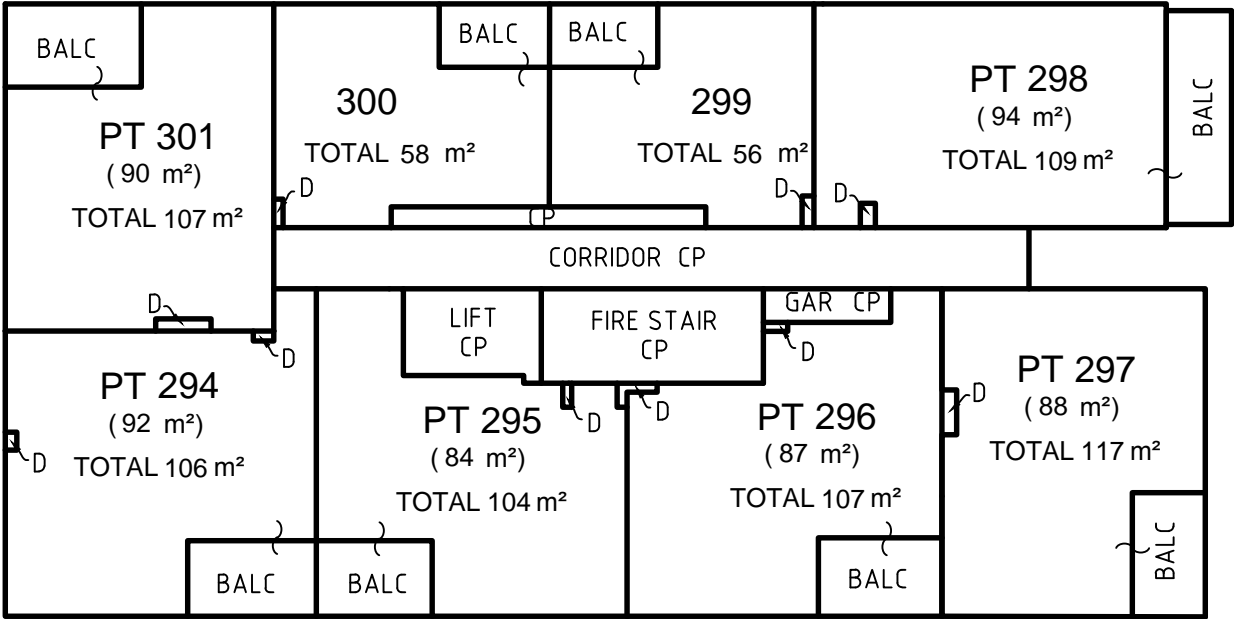
SP

BUILDING A



LEVEL 12

LEVEL 13



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE
THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.
ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

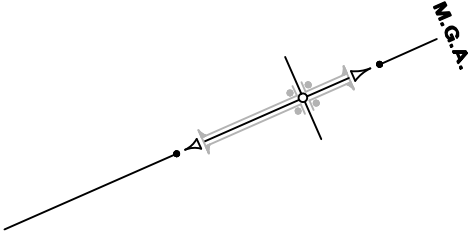
BALC ~ BALCONY
CP ~ COMMON PROPERTY
D ~ DUCT (COMMON PROPERTY)
GAR ~ GARBAGE ROOM (COMMON PROPERTY)

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 250

Registered:

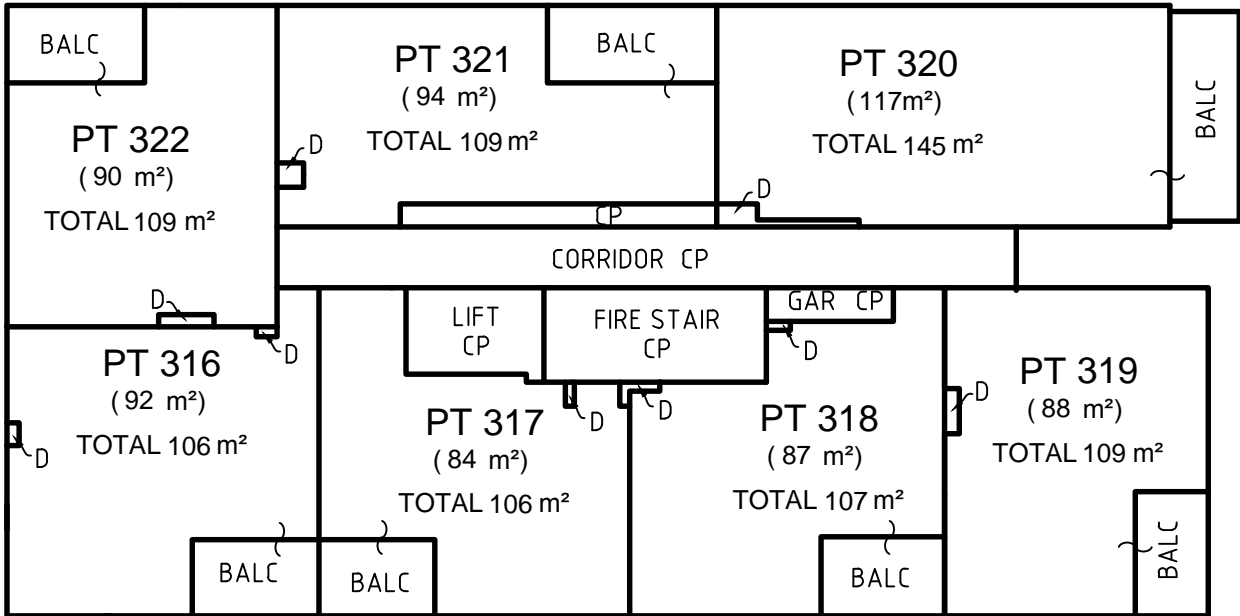
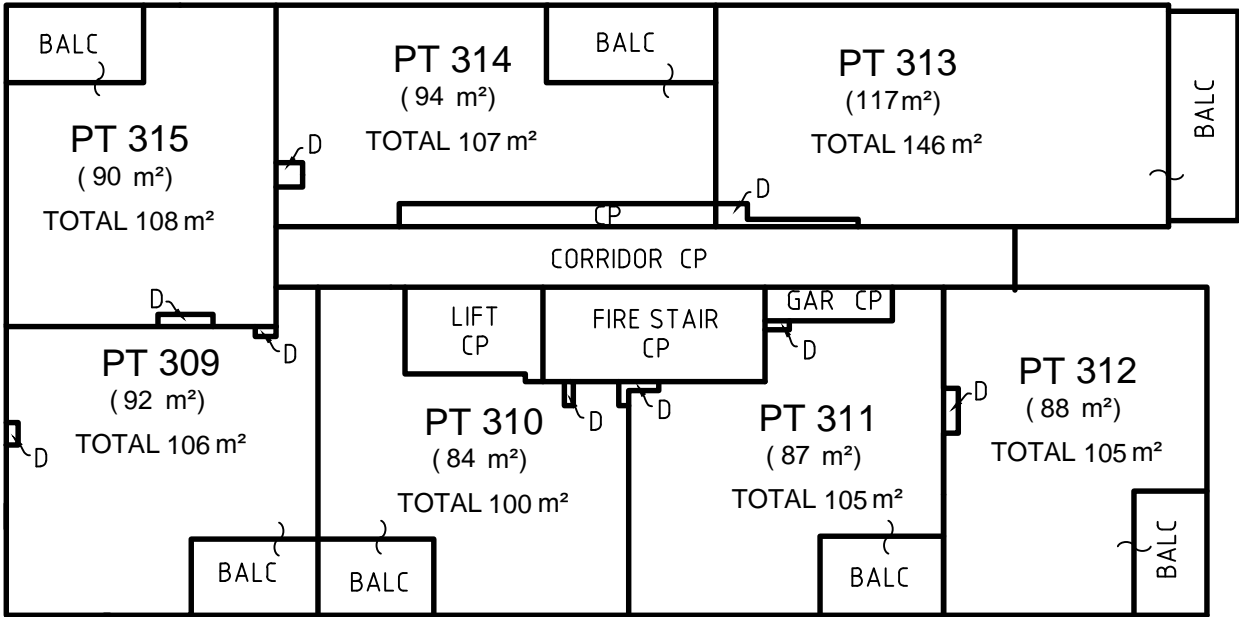
SP

BUILDING A



LEVEL 14

LEVEL 15



THE STRATUM OF THE BALCONIES ARE LIMITED IN HEIGHT TO 2.5 ABOVE
THEIR RESPECTIVE HARDSTAND SURFACE EXCEPT WHERE COVERED.

ALL AREAS ARE APPROXIMATE ONLY AND ARE SHOWN FOR THE PURPOSE OF THE
STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973

BALC ~ BALCONY
CP ~ COMMON PROPERTY
D ~ DUCT (COMMON PROPERTY)
GAR ~ GARBAGE ROOM (COMMON PROPERTY)

Surveyor: MICHAEL RODERICK LOCKLEY
Surveyor Ref: 30282-41096SP
Subdivision No:
Lengths are in metres. Reduction Ratio 1: 250

Registered:

SP

ePlan

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B of the Conveyancing Act 1919 and Section 7(3) of the Strata Schemes (Freehold Development) Act 1973.

SP90402

(Sheet 1 of 2 sheets)

Plan of Subdivision of Lot 305 in
DP1063152

**Full name and address
of the owner of the Land**

Henlia No. 21 Pty Limited ACN 143 556 718

Level 37, 2 Chifley Square, Sydney NSW
2000

Part 1 (Creation)

| Number of item shown in the intention panel on the plan | Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan. | Burdened lot(s) or parcel(s): | Benefited lot(s), road(s) bodies or Prescribed Authorities: |
|---|---|-------------------------------|---|
| 1 | Restriction of use of land on | Each Lot | Each other Lot |

Part 2 (Terms)

1. Terms of Restriction on use of land numbered 1 in the plan

The on-site car parking spaces forming part of a burdened lot must not be used other than by a resident of the subject building.

Execution

Executed by Henlia No. 21 Pty Limited ACN
143 556 718 in accordance with Section 127
of the *Corporations Act 2001*

Signature of director

Brian Boyd

Name of director (print)



Signature of director/company secretary

Dominic Sullivan

Name of director/company secretary (print)

JTXOBDUL5V

ePlan

(Sheet 2 of 2 sheets)

SP90402

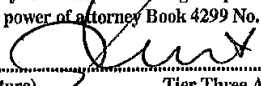

Plan of Subdivision of Lot 305 in
DP1063152

Full name and address
of the owner of the Land

Henlia No. 21 Pty Limited ACN 143 556 718
Level 37, 2 Chifley Square, Sydney NSW
2000

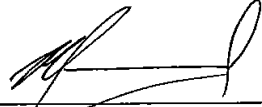
Mortgagee

Execution by Westpac Banking Corporation Limited

| | |
|---|---|
| Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee | |
| SIGNED by <u>ADAM BEAUMONT</u> as attorney for Westpac Banking Corporation under power of attorney Book 4299 No. 332 | |
| (Signature) |  |
| Tier Three Attorney | |
| By Executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney. | |
| I certify that I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence. | |
| Signature of witness:  | |
| Name of witness: <u>Andrew Fernandez</u> | |
| Address of witness: <u>Level 3, 275 Kent St</u> <u>Sydney NSW 2000</u> | |
| S117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation. | |

Mortgagee

Executed by Alceon Group No. 7 Pty
Limited ACN 163 670 406 in accordance
with Section 127 of the Corporations Act
2001


Signature of director

Morris Symonds

Name of director (print)


Signature of director/company secretary

Melanie Hedges

Name of director/company secretary (print)

REGISTERED



29.10.2014

JTXOBDUL5V

SP90402

ePlan

Approved Form 27

By-laws

SP

Instrument setting out the terms of by-laws to be created upon
registration of the strata plan

Residential By-laws

Platinum

SP90402

ePlan

Contents

| | |
|---|----------|
| By-laws | 4 |
| 1. Definitions and Interpretation | 4 |
| 1.1 Definitions..... | 4 |
| 1.2 Interpretation | 5 |
| 1.3 Headings | 6 |
| 1.4 Severability..... | 6 |
| 1.5 Discretion in exercising rights | 6 |
| 1.6 Partial exercise of rights..... | 6 |
| 1.7 Remedies cumulative..... | 6 |
| 2. Introduction..... | 6 |
| 2.1 What are by-laws? | 6 |
| 2.2 Who must comply with the by-laws?..... | 6 |
| 3. Behaviour | 7 |
| 3.1 Obligations of Owners and Occupiers | 7 |
| 3.2 Complying with law | 7 |
| 4. Responsibility for visitors..... | 7 |
| 4.1 Owners and Occupiers obligations | 7 |
| 4.2 Leasing Lots | 7 |
| 5. Obligations of Owners and Occupiers for the Lot..... | 8 |
| 5.1 General obligations | 8 |
| 5.2 Owners Corporation Consent | 8 |
| 5.3 Floor coverings..... | 8 |
| 5.4 Windows..... | 8 |
| 5.5 Laundry | 9 |
| 6. Keeping Animals | 9 |
| 6.2 Controlling animals..... | 9 |
| 6.3 Conditions for keeping an animal..... | 9 |
| 6.4 Responsibilities | 10 |
| 7. Noise controls..... | 10 |
| 7.1 Noise which affects neighbours | 10 |
| 7.2 Equipment and machinery | 10 |
| 8. Erecting a sign..... | 10 |
| 8.1 Obligations | 10 |
| 8.2 Developer Activities..... | 10 |
| 9. Moving and delivering furniture and goods..... | 10 |
| 9.1 Moving in..... | 10 |
| 9.2 Obligations | 11 |
| 9.3 Additional requirements for moving in or moving out | 11 |
| 9.4 Building Manager may co-ordinate | 11 |
| 10. Balconies..... | 11 |
| 10.1 What can be kept on a Balcony? | 11 |
| 10.2 Prohibitions on items on balconies | 12 |
| 10.3 Removing items from a Balcony | 12 |
| 10.4 Enclosing a Balcony..... | 12 |
| 10.5 Portable items to be removed when Balcony not in use | 12 |
| 10.6 Owner and Occupier responsibilities | 12 |
| 10.7 Indemnity..... | 12 |
| 11. Storing and operating a barbeque | 12 |
| 11.1 Barbeques | 12 |
| 11.2 Types of approved barbeques | 13 |
| 11.3 Operating a barbeque | 13 |
| 12. Disposal of garbage | 13 |

SP90402

ePlan

| | | |
|------|--|----|
| 12.1 | General requirements | 13 |
| 12.2 | Obligations | 13 |
| 12.3 | Garbage Chutes | 13 |
| 12.4 | Owners Corporation responsibility | 14 |
| 13. | Moving furniture and other objects on or through Common Property | 14 |
| 14. | Building Works | 15 |
| 14.1 | Consent | 15 |
| 14.2 | Procedures before carrying out Building Works | 15 |
| 14.3 | Procedures when carrying out Building Works | 15 |
| 15. | Use and Occupation | 16 |
| 15.1 | Use | 16 |
| 15.2 | Occupation | 16 |
| 16. | Building Manager | 16 |
| 16.1 | Appointment | 16 |
| 16.2 | Delegation | 16 |
| 16.3 | Duties | 16 |
| 17. | Special privilege for Air Conditioning Units | 16 |
| 17.1 | Special privilege rights | 16 |
| 17.2 | Obligations | 17 |
| 18. | Health Club | 17 |
| 18.1 | Rules | 17 |
| 18.2 | Who may use the Health Club | 17 |
| 18.3 | Control of children | 17 |
| 18.4 | Prohibitions | 17 |
| 19. | Energy and water rated appliances | 18 |
| 20. | Damage to Common Property | 18 |
| 20.1 | Obligations | 18 |
| 20.2 | Owners Corporation consent | 18 |
| 21. | Insurance premiums | 18 |
| 21.1 | Consent from the Owners Corporation | 18 |
| 21.2 | Increased premiums | 18 |
| 22. | Security | 18 |
| 22.1 | Rights and obligations of the Owners Corporation | 18 |
| 22.2 | Installation of security equipment | 19 |
| 22.3 | Restricting access to Common Property | 19 |
| 22.4 | Obligations | 19 |
| 23. | Security Keys | 19 |
| 23.1 | Providing Owners and Occupiers | 19 |
| 23.2 | Number of Security Keys per Lot | 19 |
| 23.3 | Ownership | 19 |
| 23.4 | Managing the Security Key system | 20 |
| 23.5 | Obligations | 20 |
| 23.6 | Prohibitions | 20 |
| 24. | Restrictions | 20 |
| 25. | Maintenance of intercom handsets | 21 |
| 26. | Maintenance of balcony sliding doors and windows | 21 |
| 27. | Maintenance of bathrooms | 21 |
| 28. | Consents | 21 |
| 28.1 | Who may give consent? | 21 |
| 28.2 | Conditions | 21 |
| 28.3 | Revocation | 21 |
| 29. | Failure to comply with by-laws | 22 |
| 29.1 | Owners Corporation step in rights | 22 |
| 29.2 | Procedures | 22 |
| 30. | Service of documents | 22 |
| 30.1 | Service by e-mail | 22 |

SP90402

ePlan

By-laws

1. Definitions and Interpretation

1.1 Definitions

Unless the contrary intention appears, in these by-laws:

Air Conditioning Unit means an air conditioning unit located within a Lot and which exclusively services a Lot and includes cables, conduits, pipes, wires, ducts and any other service that connects the air conditioning unit to the Lot or which are otherwise for the exclusive use of a Lot.

Balcony means a balcony, terrace and/or courtyard in a Lot.

Building Manager means the building manager appointed by the Owners Corporation according to by-law 16.

Building Works mean works, alterations, additions, damage, removal, repairs or replacement of:

- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing the Lot;
- (b) the structure of the Lot;
- (c) the internal walls inside the Lot (e.g. a wall dividing 2 rooms in the Lot);
- (d) Common Property services; or
- (e) services in Platinum, whether or not they are for the exclusive use of the Lot,

but exclude:

- (f) minor fit out works inside a Lot;
- (g) works or alterations to the interior of Common Property walls in a Lot; and
- (h) works which an Owner is entitled to carry out under an Exclusive Use By-Law,

unless such works are likely to affect the operation of fire safety devices in the Lot or reduce the level of safety in the Lot or the Common Property.

Common Property means common property in Platinum and personal property of the Owners Corporation.

Council means the Council of the City of Sydney and its successors and assigns.

Developer means Henlia No. 21 Pty Limited and its successors and assigns.

Development Act means *Strata Schemes (Freehold Development) Act 1973* (NSW).

Executive Committee means the executive committee of the Owners Corporation.

SP90402

ePlan

Exclusive Use By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to division 4, chapter 2 in part 5 of the Management Act.

Government Agency means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

Health Club means the gymnasium and spa facilities that form part of the Common Property.

Initial Period has the same meaning as it does in the Management Act.

Inter-Tenancy Wall means a Common Property wall between 2 Lots.

Lot means a strata lot in Platinum.

Management Act means *Strata Schemes Management Act 1996* (NSW).

Occupier means the occupier, lessee, licensee or any person in lawful occupation of a Lot or any part of a Lot.

Owner means:

- (a) the owner for the time being of a Lot;
- (b) if a Lot is subdivided, the owners for the time being of the new Lots;
- (c) for an Exclusive Use By-Law, the owner of the Lot benefiting from the by-law; and
- (d) a mortgagee in possession of a Lot.

Owners Corporation means The Owners of the Strata Plan.

Platinum means the strata scheme created by the Strata Plan.

Restricted Dog is as defined in the *Companion Animals Act 1998* (NSW).

Security Keys means a key, magnetic card, fob or other device used to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

Storage Space means a Common Property storage space and includes the floor, ceiling and wire mesh walls around a Storage Space.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

Strata Plan means the strata plan registered with these by laws.

1.2 Interpretation

Unless a contrary intention appears, a reference in the by-laws to:

- (a) words that are not defined in these by-laws have the same meaning as they do in the Management Act;

SP90402

ePlan

- (b) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (c) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency;
- (d) a particular person includes a reference to the person's executors, administrators, successors, substitutes and assigns;
- (e) the singular includes the plural and vice versa; and
- (f) the words "include" or "including" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings

Headings are for convenience only and do not affect the interpretation of the by-laws.

1.4 Severability

A provision of the by-laws that is illegal, invalid or unenforceable in a jurisdiction is ineffective in that jurisdiction to the extent of the illegality, invalidity or unenforceability. This does not affect the validity or enforceability of the provision in the by-laws in any other jurisdiction. This does not affect the validity or enforceability of the provision in any other jurisdiction or the validity or enforceability of the remaining by-laws in any jurisdiction.

1.5 Discretion in exercising rights

The Owners Corporation and the Executive Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless these by-laws expressly state otherwise).

1.6 Partial exercise of rights

If the Owners Corporation, Executive Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

1.7 Remedies cumulative

The rights and remedies provided in these by-laws are in addition to other rights and remedies given by law independently of these by-laws.

2. Introduction

2.1 What are by-laws?

The by-laws regulate the day-to-day management and operation of Platinum.

2.2 Who must comply with the by-laws?

Owners and Occupiers and the Owners Corporation must comply with these by-laws.

SP90402

ePlan

3. Behaviour

3.1 Obligations of Owners and Occupiers

Owners and Occupiers must not:

- (a) make noise, vibration or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier;
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors;
- (c) smoke cigarettes, cigars or pipes while on Common Property or allow smoke from them to enter Common Property;
- (d) obstruct the use of Common Property by any person;
- (e) do anything in Platinum which is illegal;
- (f) leave children unattended in or on areas of Common Property which are of possible danger or hazard to children; or
- (g) do anything which might damage the good reputation of the Owners Corporation or Platinum.

3.2 Complying with law

Owners and Occupiers must comply on time and at their cost with all laws relating to:

- (a) their Lot; and
- (b) Common Property to which they have a licence, lease or a right to use under an Exclusive Use By-Law.

4. Responsibility for visitors

4.1 Owners and Occupiers obligations

Owners and Occupiers must:

- (a) take all reasonable steps to ensure that the Owner's and the Occupier's visitors comply with these by-laws;
- (b) ensure that visitors leave Platinum if they do not comply with the by-laws; and
- (c) accompany visitors at all times, except when they are entering or leaving Platinum or Platinum.

4.2 Leasing Lots

If an Owner leases or licences its Lot, the Owner must:

- (a) provide its tenant or licensee with an up-to-date copy of these by-laws; and
- (b) ensure that the Owner's tenant or licensee and their visitors comply with these by-laws.

SP90402

ePlan

5. Obligations of Owners and Occupiers for the Lot

5.1 General obligations

Each Owner and Occupier must, in relation to the Lot which they own or occupy:

- (a) keep the Lot clean and tidy and in good repair and condition;
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under these by-laws which services the Lot; and
- (c) notify the Owners Corporation if it changes the existing use of the Lot in a way which may affect the Owners Corporation's insurance policies or premiums.

5.2 Owners Corporation Consent

Each Owner and Occupier must have consent from the Owners Corporation to:

- (a) carry out Building Works;
- (b) do or keep anything in or on a Lot that is not in keeping with the appearance of Platinum;
- (c) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in a Lot if they are visible from outside of the Lot or Platinum;
- (d) install an audible intruder alarm;
- (e) do anything that may invalidate, suspend or increase the premium payment for any insurances effected by the Owners Corporation; and
- (f) attach or hang an aerial or wires outside a Lot.

5.3 Floor coverings

- (a) Each Owner and Occupier must keep the floors in their Lot covered or treated to stop the transmission of noise which unreasonably disturbs other Owners or Occupiers.
- (b) If an Owner wants to change the floor covering or treatment within their Lot other than the floor covering or treatment existing as at the date of registration of the Platinum strata plan the impact insulation rating of an installed floor covering or treatment must have an impact insulation rating classification of not less than 50 as measured in accordance with AS 1055-1997 and will comply with the requirements of the Building Code of Australia.
- (c) Each Owner must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in their Lot which assist to prevent the transmission of noise.

5.4 Windows

- (a) Each Owner must obtain consent from the Owners Corporation to:
 - (1) attach window tinting (or any other item); and

SP90402

- (2) install curtains, roller blinds or venetian blinds (or any other type of window covering),

to windows and glass doors in the Owner's Lot.

- (b) Each Owner may install curtains, roller blinds or venetian blinds on or in their Lot provided that the window coverings have an appearance from outside the Lot or Platinum which is in keeping with the appearance of Platinum and in accordance with the Architectural Code.

5.5 Laundry

Owners and Occupiers must not hang laundry (or any other item) in any area of their Lot so that it is visible from outside the Lot.

6. Keeping Animals

- (a) Owners and Occupiers may keep in their Lot, without obtaining the consent of or notifying the Owners Corporation:
 - (1) fish in a secure indoor aquarium; or
 - (2) a guide dog or hearing dog or other animal if they need the dog or other animal because of a visual disability, hearing disability or any other disability.
- (b) Owners and Occupiers may keep up to a total maximum of 2 of the following types of animals in their Lot:
 - (1) small companion dogs (other than Excluded Dogs which are expressly prohibited);
 - (2) cats;
 - (3) small caged birds,but only if the Owner or Occupier notifies the Owners Corporation in writing before bringing the animals in or on to the Lot.
- (c) Owners and Occupiers may not keep any other type of animal in the Owner's or Occupier's Lot without the written consent of the Owners Corporation (such consent not to be unreasonably withheld).

6.2 Controlling animals

Owners and Occupiers must ensure that:

- (a) any animal they are allowed to keep under this by-law does not wander onto another Lot or Common Property; and
- (b) when taking any animal onto Common Property, they must carry it and control it at all times.

6.3 Conditions for keeping an animal

The Owners Corporation has the right at any time to order an Owner or Occupier to remove its animal if:

SP90402

ePlan

- (a) it becomes offensive, vicious, aggressive, noisy or a nuisance;
- (b) the Owner or Occupier does not comply with its obligations under this by-law; or
- (c) if the Owner or Occupier keeps a dog, the dog is a Restricted Dog or is not registered under the *Companion Animals Act 1998* (NSW).

6.4 Responsibilities

Owners and Occupiers are responsible:

- (a) to other Owners and Occupiers and people using Common Property for:
 - (1) any noise their animal makes which causes unreasonable disturbance; and
 - (2) damage to or loss of property or injury to any person caused by their animal; and
- (b) to clean up after their animal and take such action as may be necessary to clean all areas of their Lot and Common Property that are soiled by the animal.

7. Noise controls

7.1 Noise which affects neighbours

Owners and Occupiers must not make noise which might unreasonably interfere with the use and enjoyment by another Owner or Occupier of their Lot or Common Property.

7.2 Equipment and machinery

Owners and Occupiers must ensure that equipment and machinery in their Lot or Common Property does not cause vibrations or noise in another part of Platinum which might unreasonably interfere with the use and enjoyment by another Owner or Occupier of their Lot or Common Property.

8. Erecting a sign

8.1 Obligations

Owners and Occupiers must not erect a sign in their Lot or on Common Property.

8.2 Developer Activities

The Developer does not need consent from the Owners Corporation to erect and display "For Sale" or "For Lease" signs on Common Property or in Lot which is owned by the Developer.

9. Moving and delivering furniture and goods

9.1 Moving in

Owners and Occupiers must make arrangements with the Owners Corporation at least 48 hours before they move in to or out of Platinum or move large articles (e.g. furniture) through Common Property.

SP90402

ePlan

9.2 Obligations

When an Owner or Occupier takes deliveries or moves furniture or goods through Platinum, they must:

- (a) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift;
- (b) repair any damage they (or the person making the delivery) cause to Common Property; and
- (c) if they (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.

9.3 Additional requirements for moving in or moving out

The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving in or moving out of Platinum:

- (a) Owners or Occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form of which is to be reasonably determined by the Owners Corporation;
- (b) Owners or Occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days;
- (c) Owners or Occupiers may be prohibited from moving items through the front foyer of Platinum and/or restricted to using a loading dock nominated by the Owners Corporation; and
- (d) Owners or Occupiers may be required to pay a cash bond in an amount reasonably determined by the Owners Corporation from time to time for the purpose of ensuring that Common Property is not damaged during the move. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to Common Property caused by the move) to the Owner or Occupier within 48 hours of the move being completed.

9.4 Building Manager may co-ordinate

The Owners Corporation may appoint the Building Manager to assist it to perform its functions under this by-law. If this happens, Owners and Occupiers must:

- (a) make arrangements with the Building Manager when they move in or out of Platinum; and
- (b) comply with the requirements of the Building Manager when they take deliveries or move furniture or goods through Platinum.

10. Balconies

10.1 What can be kept on a Balcony?

An Owner or Occupier may keep pot plants, landscaping, and occasional furniture on the Balcony of their Lot if:

- (a) It is a type approved by the Owners Corporation;

SP90402

ePlan

- (b) it is of a standard commensurate with the standard of Platinum;
- (c) it will not (or is not likely to) cause damage;
- (d) it is not (or is not likely to become) dangerous; and
- (e) it is not likely to be blown off or fall from the Balcony.

10.2 Prohibitions on items on balconies

Owners and Occupiers must not keep any fitness equipment, spa, jacuzzi, hot tub, sauna, pool or bath tub or like equipment on the Balcony of their Lot.

10.3 Removing items from a Balcony

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require Owners and Occupiers, at their cost, to temporarily remove and store items from the Balcony of their Lot that are not Common Property.

10.4 Enclosing a Balcony

Owners and Occupiers must not enclose their Balconies.

10.5 Portable items to be removed when Balcony not in use

Owners and Occupiers must remove from their Balcony all portable items, including but not limited to towels, clothes, toys, utensils, glassware, cutlery and crockery when the Balcony is not in use.

10.6 Owner and Occupier responsibilities

Each Owner and Occupier is responsible for any damage or loss which is caused or contributed to by any item falling from, or being thrown from, or blowing off their Balcony.

10.7 Indemnity

Each Owner and Occupier agrees to indemnify the Owners Corporation against any loss suffered or incurred by the Owners Corporation arising from or in consequence of failing to comply with this by-law 9.4(b), unless it is caused by the negligence of the Owners Corporation, including but not limited to:

- (a) damage to a Lot or to Common Property;
- (b) damage or injury to any person.

11. Storing and operating a barbeque

11.1 Barbeques

Owners and Occupiers may store and operate a portable barbeque on the Balcony of their Lot if:

- (a) it is a type approved under by-law 11.2;
- (b) it will not (or is not likely to) cause damage;
- (c) it is not (or is not likely to become) dangerous;

SP90402

ePlan

- (d) it is kept covered when not in operation;
- (e) it is kept clean and tidy; and
- (f) they comply with this by-law.

11.2 Types of approved barbeques

Owners and Occupiers may store and operate the following types of barbeques on the Balcony of their Lot:

- (a) a covered gas or electric portable barbeque; or
- (b) any other type approved by the Owners Corporation.

11.3 Operating a barbeque

- (a) Owners and Occupiers may only operate barbeques during the hours of 9:00 am and 9:00 pm (or during other hours approved by the Owners Corporation).
- (b) When Owners and Occupiers use a barbeque, they must not create smoke, odours or noise which interfere unreasonably with another Owner or Occupier.

12. Disposal of garbage

12.1 General requirements

Owners and Occupiers must not deposit or leave garbage or recyclable materials:

- (a) on Common Property (other than in the garbage room or a garbage chute according to this by-law); or
- (b) in an area of their Lot which is visible from outside the Lot.

12.2 Obligations

Owners and Occupiers must:

- (a) drain and securely wrap household garbage and put it in the garbage chute on their level of Platinum;
- (b) leave other garbage and recyclable materials in the area in the garbage room designated by the Owners Corporation for that purpose;
- (c) drain and clean bottles and make sure they are not broken before placing them in the area in the Garbage Room designated by the Owners Corporation for that purpose;
- (d) recycle garbage according to instructions from the Owners Corporation and Council; and
- (e) contact the Owners Corporation to remove (at the Owner's or Occupier's cost) large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

12.3 Garbage Chutes

Owners and Occupiers must not place:

SP90402

ePlan

- (a) bottles or glass;
- (b) liquids;
- (c) items that weigh more than 2.5 kilograms; or
- (d) boxes or large items

in a garbage chute.

12.4 Owners Corporation responsibility

The Owners Corporation must:

- (a) make garbage and recyclable materials available for collection by Council (including moving garbage and recyclable materials to a central collection area); and
- (b) arrange for the removal of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service (at the cost of the relevant Owner or Occupier).

13. Moving furniture and other objects on or through Common Property

- (a) An Owner or Occupier must not transport any furniture, large objects or deliveries to or from the Lot through or over Common Property within the Platinum unless sufficient notice has first been given to the Building Manager so as to enable the Building Manager to arrange for its nominee to be present at the time when the Owner or Occupier undertakes the activity referred to in this by-law.
- (b) The Owners Corporation may, by resolution, determine the manner in which furniture, large objects or deliveries to and from the Lot are to be transported through or over the Common Property (whether in the Platinum or not) and may impose appropriate conditions on such activities, including but not limited to the use of protective covers for surfaces forming part of the Common Property, prohibitions on the use of trolleys or other moving devices having metal wheels and insurance requirements.
- (c) If the Owners Corporation has determined, by resolution in accordance with by-law 13(b), the manner in which furniture, large objects or deliveries to and from the Lot are to be transported, then an Owner or Occupier must not transport any furniture, large object or deliveries to and from the Lot through or over Common Property except in accordance with that resolution. The Building Manager may inspect any parts of the Common Property and may direct any Owner or Occupier in writing to rectify any damage caused by the transportation of furniture, large objects or deliveries by that Owner or Occupier.
- (d) An Owner or Occupier must not make any deliveries on the Common Property unless a prior appointment has been made with the Building Manager. The Owners Corporation may, from time to time, make rules and impose conditions in relation to the use of the Common Property, including in relation to the maximum height and weight of vehicles and the hours in which access is permitted.
- (e) The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving in or moving out of the Platinum:

SP90402

ePlan

- (1) Owners or Occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form of which is to be reasonably determined by the Owners Corporation;
- (2) Owners or Occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days;
- (3) Owners or Occupiers may be prohibited from moving items through any front foyer of the Platinum and/or restricted to using a loading dock nominated by the Owners Corporation; and
- (4) Owners or Occupiers may be required to pay a cash bond in an amount reasonably determined by the Owners Corporation from time to time for the purpose of ensuring that Common Property is not damaged during the move. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to Common Property caused by the move) to the Owner or Occupier within 48 hours of the move being completed.

14. Building Works

14.1 Consent

An Owner or Occupier must have consent from the Owners Corporation to carry out Building Works.

14.2 Procedures before carrying out Building Works

Before carrying out Building Works, Owners and Occupiers must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies;
- (b) find out where service lines and pipes are located;
- (c) obtain consent from the Owners Corporation if it propose to interfere with or interrupt services; and
- (d) give the Owners Corporation a written notice at least 14 days before starting the Building Works.

14.3 Procedures when carrying out Building Works

Owners and Occupiers carrying out Building Works, must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation;
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) repair any damage caused to Common Property or the property of another Owner or Occupier.

SP90402

15. Use and Occupation

15.1 Use

Owners and Occupiers must ensure that their Lot is not used for any purpose that is prohibited by law.

15.2 Occupation

Owners and Occupiers must ensure that the total number of adults residing in their Lot does not exceed twice the number of approved bedrooms in the Lot.

16. Building Manager

16.1 Appointment

The Owners Corporation may appoint and enter into agreements with a Building Manager to provide management and operational services for Platinum.

16.2 Delegation

The Owners Corporation cannot delegate its functions or the functions of the Executive Committee to a Building Manager.

16.3 Duties

The duties of a Building Manager under an agreement with the Owners Corporation may include:

- (a) caretaking, supervising and servicing Common Property;
- (b) supervising cleaning and garbage removal services;
- (c) supervising the repair, maintenance, renewal or replacement of Common Property;
- (d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- (e) co-ordinating the carrying out of Building Works;
- (f) managing the Security Keys and providing Security Keys according to these by-laws;
- (g) providing services to the Owners Corporation, Owners and Occupiers;
- (h) supervising employees and contractors of the Owners Corporation;
- (i) supervising Platinum generally; and
- (j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of Platinum

17. Special privilege for Air Conditioning Units

17.1 Special privilege rights

- (a) The Owners and Occupies must not keep any Air Conditioning Unit on the balcony of their Lot.

SP90402

- (b) [Owners have the special privilege to keep an Air Conditioning Unit (of a type and size approved by the Owners Corporation) on that part of Common Property required.]
- (c) [The special privilege is granted in relation to that part of Common Property required for the installation and keeping of the Air Conditioning Unit.]

17.2 Obligations

Owners must, at their cost:

- (a) operate, maintain and repair their Air Conditioning Unit in accordance with manufacturer's specifications;
- (b) maintain, repair and, where necessary, replace those parts of Common Property where the Air Conditioning Unit (or any part of it) is fitted and installed (excluding any structural maintenance and repairs);
- (c) fire proof any penetration of the Common Property walls or slabs to meet the Australian fire standards required for the building in Platinum;
- (d) use contractors approved by the Owners Corporation to maintain repair and, where necessary, replace those parts of Common Property where the Air Conditioning Unit (or any part of it) is fitted and installed; and
- (e) comply with requirements of Government Agencies about Air Conditioning services.

18. Health Club

18.1 Rules

The Owners Corporation must make rules about the use of the Health Club including the times in which the Health Club may be used.

18.2 Who may use the Health Club

Only an Owner or Occupier of a Lot may use the Health Club.

18.3 Control of children

An Owner or Occupier of a Lot must ensure that they exercise effective control of children who are in their care when children use the Health Club.

18.4 Prohibitions

- (a) An Owner or Occupier of a Lot or their visitor must not:
 - (1) bring food or drink into the Health Club (other than non alcoholic drinks in plastic drinking bottles);
 - (2) hold parties or other functions in the Health Club, or interfere with health club equipment other than for the day to day operation of the equipment;
 - (3) behave in a manner which disturbs other Owners, Occupiers or their visitors in using the Health Club; or
 - (4) bring glass objects, drinking glass or sharp objects into the Health Club.

SP90402

- (b) The Health Club shall not be used for residential purposes or commercial purposes without the prior written consent of Council and the unanimous consent of the Owners Corporation.

19. Energy and water rated appliances

All appliances installed in a Lot must be energy rated appliances with an energy star rating of 3 stars or more. All fittings must be water saving fittings and appliances with AAA water rating or more.

20. Damage to Common Property

20.1 Obligations

Owners and Occupiers must:

- (a) use Common Property equipment only for its intended purpose;
- (b) immediately notify the Owners Corporation if they know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by them, their visitors or persons doing work or carrying out Building Works in Platinum on their behalf.

20.2 Owners Corporation consent

Owners and Occupiers must have consent from the Owners Corporation to:

- (a) interfere with or make any alteration to Common Property;
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation of Common Property equipment.

21. Insurance premiums

21.1 Consent from the Owners Corporation

An Owner or Occupier must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.

21.2 Increased premiums

If the Owners Corporation gives consent under this by-law, it may make conditions that require the Owners or Occupier to reimburse the Owners Corporation for any increased premium.

22. Security

22.1 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into Platinum; and

SP90402

- (b) prevent fires and other hazards.

22.2 Installation of security equipment

Subject to this by-law, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of Platinum.

22.3 Restricting access to Common Property

The Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot;
- (b) restrict by Security Key access to levels in Platinum where and Owner or Occupier does not own or occupy a Lot or have access to according to an Exclusive Use By-Law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of Platinum.

22.4 Obligations

An Owner or Occupier must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of Platinum.

23. Security Keys

23.1 Providing Owners and Occupiers

The Owners Corporation may give Owners and Occupiers a Security Key if it restricts access to Common Property under by-law 22.

23.2 Number of Security Keys per Lot

- (a) With the exception of keys used to open and close the front doors of Lots, the Owners Corporation may determine how many Security Keys are allocated to each Lot and may determine how many Security Keys are active at any one time by reference to how many bedrooms a Lot has.
- (b) The Owners Corporation may determine how many Security Keys per Lot will be coded to give access to the Platinum carpark. This will be determined by reference to how many carspaces each Lot has.
- (c) The Owners Corporation may charge Owners and Occupiers a fee or bond if they require a replacement Security Key.

23.3 Ownership

Security Keys belong to the Owners Corporation.

SP90402

23.4 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys;
- (b) require an Owner or Occupier to promptly return their Security Keys to the Owners Corporation to be re-coded; and
- (c) make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

23.5 Obligations

Owners and Occupiers must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security keys and, in particular, instructions about re-coding and returning Security Keys;
- (b) take all reasonable steps not to lose Security Keys;
- (c) return Security Keys to the Owners Corporation if they are not needed or if they are no longer an Owner or Occupier; and
- (d) notify the Owners Corporation immediately if they lose a Security Key.

23.6 Prohibitions

An Owner Occupier must not:

- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not an Owner or Occupier.

24. Restrictions

- (a) No more than 2 adult people may occupy any bedroom of a Lot and no bedroom of a Lot can contain more than 2 beds.
- (b) The total number of adults residing in a Lot must not exceed twice the number of approved bedrooms in a Lot.
- (c) If a Lot is tenanted, it must be subject to a residential tenancy agreement for a term of at least 3 months.
- (d) An Owner, Occupier or the Owners Corporation must not permit the Building Manger or agent to advertise or organise for short term accommodation or share accommodation in Platinum.
- (e) The Owner and Occupier of a Lot must ensure that the Lot is not:
 - (1) occupied by more persons than are allowed under these by-laws or by a Consent Authority to occupy the Lot; or
 - (2) used for any purpose that is prohibited by law.

SP90402

25. Maintenance of intercom handsets

- (a) An Owner or Occupier must properly maintain the handsets, unit, monitor (if any) and ancillary fittings of the intercom system servicing the Lot that are within the Lot, in a state of good and serviceable repair.
- (b) For the avoidance of doubt the Owner has the special privilege and exclusive use over the handsets, unit, monitor (if any) and ancillary fittings of the intercom system servicing the Lot that are within the Lot.

26. Maintenance of balcony sliding doors and windows

- (a) An Owner must clean, maintain, repair and, if necessary replace (in keeping with the appearance of the Building) all locks, wheels and the tracking devices of all sliding doors and windows on the balcony or within the boundary of their Lot.
- (b) For the avoidance of doubt the Owner has the special privilege and exclusive use of all locks, wheels and the tracking devices of all sliding doors and windows on the balcony or on the boundary of their Lot.

27. Maintenance of bathrooms

- (a) Without affecting the operation of By-Law 26 and notwithstanding section 62 of the Act, so as to prevent any damage or disturbance to the Owner or Occupier of another Lot or the common property, the Owner must maintain the tiles, bathtubs, shower trays, taps and other fittings in any bathroom (including the grouting, waterproofing and any other sealant around them) in a state of good and serviceable repair and appearance, and must renew or replace them as and when required.
- (b) For the avoidance of doubt the Owner has the special privilege and exclusive use of all tiles, bathtubs, shower trays, taps and other fittings in any bathroom (including the grouting, waterproofing and any other sealant around them).

28. Consents

28.1 Who may give consent?

Unless a by-law states otherwise, consents under these by-laws may be given by:

- (a) the Owners Corporation at a general meeting; or
- (b) the Executive Committee at a meeting of the Executive Committee.

28.2 Conditions

The Owners Corporation or the Executive Committee may make conditions if they give a consent to do things under the by-laws.

28.3 Revocation

The Owners Corporation or the Executive Committee may revoke their consent if an Owner or Occupier does not comply with:

- (a) conditions made by them when they gave the consent; or

SP90402

(b) the by-law under which the consent was given.

29. Failure to comply with by-laws

29.1 Owners Corporation step in rights

The Owners Corporation may do anything on a Lot that the Owner or Occupier should have done under the Management Act or these by-laws but which they have not done or, in the opinion of the Owners Corporation, have not done properly.

29.2 Procedures

The Owners Corporation must give the Owner or Occupier a written notice specifying when it will enter the Lot to do the work and the Owner or Occupier must:

- (a) give the Owners Corporation (or persons authorised by it) access to the Lot in accordance with the notice and at the Owner's or Occupier's cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

30. Service of documents

30.1 Service by e-mail

A document may be served on the Owner or Occupier of a Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to the e-mail address.

SP90402

ePlan

Signing page

Registered Proprietor

Executed by Henlia No 21 Pty Ltd in
accordance with Section 127 of the
Corporations Act 2001

Signature of director

Brian Boyd

Name of director (print)

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

Brian Bailison

Name of ~~director~~/company secretary (print)

ePlan

SP90402

Signing page

Mortgagee

Certified correct for the purposes of the
Real Property Act 1900 by the Mortgagee
Signed by
as attorney for Westpac Banking
Corporation under power of attorney Book
4299 No. 332

Signature

By Executing this instrument the attorney
states that the attorney has received no
notice of the revocation of the power of
attorney.

I certify that I am an eligible witness and
that the attorney whose signature appears
above signed this instrument in my
presence.

Signature of Witness

Address of Witness

S117RP Act requires that you must have known the
signatory for more than 12 months or have sighted
identifying documentation.

| | |
|---|---------------------|
| Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee | |
| SIGNED by <u>Shaun Ivory</u>as attorney for Westpac Banking Corporation under power of attorney Book 4299 No. 332 | |
| (Signature) <u>[Signature]</u> | Tier Three Attorney |
| By Executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney. | |
| I certify that I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence. | |
| Signature of witness <u>[Signature]</u> | |
| Name of witness: <u>Andrew Fernandez</u> | |
| Address of witness: <u>Level 3, 275 Kent St</u> <u>Sydney NSW 2000</u> | |
| S117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation. | |

SP90402

ePlan

Signing page

Mortgagee

Executed by Alceon Group No. 7 Pty
Limited ACN 163 670 406 in accordance
with Section 127 of the *Corporations Act*
2001

Signature of director

Morris Symonds

Name of director (print)



Signature of ~~director~~ company secretary

Melanie Hedges

Name of ~~director~~ company secretary (print)

SP90402

ePlan

Approved Form 27

By-laws

SP

Instrument setting out the terms of by-laws to be created upon
registration of the strata plan

Residential By-laws

Platinum

SP90402

ePlan

Contents

| | |
|---|----------|
| By-laws | 4 |
| 1. Definitions and Interpretation | 4 |
| 1.1 Definitions..... | 4 |
| 1.2 Interpretation | 5 |
| 1.3 Headings | 6 |
| 1.4 Severability..... | 6 |
| 1.5 Discretion in exercising rights | 6 |
| 1.6 Partial exercise of rights..... | 6 |
| 1.7 Remedies cumulative..... | 6 |
| 2. Introduction..... | 6 |
| 2.1 What are by-laws? | 6 |
| 2.2 Who must comply with the by-laws?..... | 6 |
| 3. Behaviour | 7 |
| 3.1 Obligations of Owners and Occupiers | 7 |
| 3.2 Complying with law | 7 |
| 4. Responsibility for visitors..... | 7 |
| 4.1 Owners and Occupiers obligations | 7 |
| 4.2 Leasing Lots | 7 |
| 5. Obligations of Owners and Occupiers for the Lot..... | 8 |
| 5.1 General obligations | 8 |
| 5.2 Owners Corporation Consent | 8 |
| 5.3 Floor coverings..... | 8 |
| 5.4 Windows..... | 8 |
| 5.5 Laundry | 9 |
| 6. Keeping Animals | 9 |
| 6.2 Controlling animals..... | 9 |
| 6.3 Conditions for keeping an animal..... | 9 |
| 6.4 Responsibilities | 10 |
| 7. Noise controls..... | 10 |
| 7.1 Noise which affects neighbours | 10 |
| 7.2 Equipment and machinery | 10 |
| 8. Erecting a sign..... | 10 |
| 8.1 Obligations | 10 |
| 8.2 Developer Activities..... | 10 |
| 9. Moving and delivering furniture and goods..... | 10 |
| 9.1 Moving in..... | 10 |
| 9.2 Obligations | 11 |
| 9.3 Additional requirements for moving in or moving out | 11 |
| 9.4 Building Manager may co-ordinate | 11 |
| 10. Balconies..... | 11 |
| 10.1 What can be kept on a Balcony? | 11 |
| 10.2 Prohibitions on items on balconies | 12 |
| 10.3 Removing items from a Balcony | 12 |
| 10.4 Enclosing a Balcony..... | 12 |
| 10.5 Portable items to be removed when Balcony not in use | 12 |
| 10.6 Owner and Occupier responsibilities | 12 |
| 10.7 Indemnity..... | 12 |
| 11. Storing and operating a barbeque | 12 |
| 11.1 Barbeques | 12 |
| 11.2 Types of approved barbeques | 13 |
| 11.3 Operating a barbeque | 13 |
| 12. Disposal of garbage | 13 |

SP90402

ePlan

| | | |
|------|--|----|
| 12.1 | General requirements | 13 |
| 12.2 | Obligations | 13 |
| 12.3 | Garbage Chutes | 13 |
| 12.4 | Owners Corporation responsibility | 14 |
| 13. | Moving furniture and other objects on or through Common Property | 14 |
| 14. | Building Works | 15 |
| 14.1 | Consent | 15 |
| 14.2 | Procedures before carrying out Building Works | 15 |
| 14.3 | Procedures when carrying out Building Works | 15 |
| 15. | Use and Occupation | 16 |
| 15.1 | Use | 16 |
| 15.2 | Occupation | 16 |
| 16. | Building Manager | 16 |
| 16.1 | Appointment | 16 |
| 16.2 | Delegation | 16 |
| 16.3 | Duties | 16 |
| 17. | Special privilege for Air Conditioning Units | 16 |
| 17.1 | Special privilege rights | 16 |
| 17.2 | Obligations | 17 |
| 18. | Health Club | 17 |
| 18.1 | Rules | 17 |
| 18.2 | Who may use the Health Club | 17 |
| 18.3 | Control of children | 17 |
| 18.4 | Prohibitions | 17 |
| 19. | Energy and water rated appliances | 18 |
| 20. | Damage to Common Property | 18 |
| 20.1 | Obligations | 18 |
| 20.2 | Owners Corporation consent | 18 |
| 21. | Insurance premiums | 18 |
| 21.1 | Consent from the Owners Corporation | 18 |
| 21.2 | Increased premiums | 18 |
| 22. | Security | 18 |
| 22.1 | Rights and obligations of the Owners Corporation | 18 |
| 22.2 | Installation of security equipment | 19 |
| 22.3 | Restricting access to Common Property | 19 |
| 22.4 | Obligations | 19 |
| 23. | Security Keys | 19 |
| 23.1 | Providing Owners and Occupiers | 19 |
| 23.2 | Number of Security Keys per Lot | 19 |
| 23.3 | Ownership | 19 |
| 23.4 | Managing the Security Key system | 20 |
| 23.5 | Obligations | 20 |
| 23.6 | Prohibitions | 20 |
| 24. | Restrictions | 20 |
| 25. | Maintenance of intercom handsets | 21 |
| 26. | Maintenance of balcony sliding doors and windows | 21 |
| 27. | Maintenance of bathrooms | 21 |
| 28. | Consents | 21 |
| 28.1 | Who may give consent? | 21 |
| 28.2 | Conditions | 21 |
| 28.3 | Revocation | 21 |
| 29. | Failure to comply with by-laws | 22 |
| 29.1 | Owners Corporation step in rights | 22 |
| 29.2 | Procedures | 22 |
| 30. | Service of documents | 22 |
| 30.1 | Service by e-mail | 22 |

SP90402

ePlan

By-laws

1. Definitions and Interpretation

1.1 Definitions

Unless the contrary intention appears, in these by-laws:

Air Conditioning Unit means an air conditioning unit located within a Lot and which exclusively services a Lot and includes cables, conduits, pipes, wires, ducts and any other service that connects the air conditioning unit to the Lot or which are otherwise for the exclusive use of a Lot.

Balcony means a balcony, terrace and/or courtyard in a Lot.

Building Manager means the building manager appointed by the Owners Corporation according to by-law 16.

Building Works mean works, alterations, additions, damage, removal, repairs or replacement of:

- (a) Common Property structures, including the Common Property walls, floor and ceiling enclosing the Lot;
- (b) the structure of the Lot;
- (c) the internal walls inside the Lot (e.g. a wall dividing 2 rooms in the Lot);
- (d) Common Property services; or
- (e) services in Platinum, whether or not they are for the exclusive use of the Lot,

but exclude:

- (f) minor fit out works inside a Lot;
- (g) works or alterations to the interior of Common Property walls in a Lot; and
- (h) works which an Owner is entitled to carry out under an Exclusive Use By-Law,

unless such works are likely to affect the operation of fire safety devices in the Lot or reduce the level of safety in the Lot or the Common Property.

Common Property means common property in Platinum and personal property of the Owners Corporation.

Council means the Council of the City of Sydney and its successors and assigns.

Developer means Henlia No. 21 Pty Limited and its successors and assigns.

Development Act means *Strata Schemes (Freehold Development) Act 1973* (NSW).

Executive Committee means the executive committee of the Owners Corporation.

SP90402

ePlan

Exclusive Use By-Law means by-laws granting Owners exclusive use and special privileges of Common Property according to division 4, chapter 2 in part 5 of the Management Act.

Government Agency means a governmental or semi-governmental administrative, fiscal or judicial department or entity.

Health Club means the gymnasium and spa facilities that form part of the Common Property.

Initial Period has the same meaning as it does in the Management Act.

Inter-Tenancy Wall means a Common Property wall between 2 Lots.

Lot means a strata lot in Platinum.

Management Act means *Strata Schemes Management Act 1996* (NSW).

Occupier means the occupier, lessee, licensee or any person in lawful occupation of a Lot or any part of a Lot.

Owner means:

- (a) the owner for the time being of a Lot;
- (b) if a Lot is subdivided, the owners for the time being of the new Lots;
- (c) for an Exclusive Use By-Law, the owner of the Lot benefiting from the by-law; and
- (d) a mortgagee in possession of a Lot.

Owners Corporation means The Owners of the Strata Plan.

Platinum means the strata scheme created by the Strata Plan.

Restricted Dog is as defined in the *Companion Animals Act 1998* (NSW).

Security Keys means a key, magnetic card, fob or other device used to open and close Common Property doors, gates or locks or to operate alarms, security systems or communication systems.

Storage Space means a Common Property storage space and includes the floor, ceiling and wire mesh walls around a Storage Space.

Strata Manager means the person appointed by the Owners Corporation as its strata managing agent under section 27 of the Management Act. If the Owners Corporation does not appoint a strata managing agent, Strata Manager means the secretary of the Owners Corporation.

Strata Plan means the strata plan registered with these by laws.

1.2 Interpretation

Unless a contrary intention appears, a reference in the by-laws to:

- (a) words that are not defined in these by-laws have the same meaning as they do in the Management Act;

SP90402

ePlan

- (b) a law, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them;
- (c) the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an incorporated association or association or a Government Agency;
- (d) a particular person includes a reference to the person's executors, administrators, successors, substitutes and assigns;
- (e) the singular includes the plural and vice versa; and
- (f) the words "include" or "including" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

1.3 Headings

Headings are for convenience only and do not affect the interpretation of the by-laws.

1.4 Severability

A provision of the by-laws that is illegal, invalid or unenforceable in a jurisdiction is ineffective in that jurisdiction to the extent of the illegality, invalidity or unenforceability. This does not affect the validity or enforceability of the provision in the by-laws in any other jurisdiction. This does not affect the validity or enforceability of the provision in any other jurisdiction or the validity or enforceability of the remaining by-laws in any jurisdiction.

1.5 Discretion in exercising rights

The Owners Corporation and the Executive Committee may exercise a right or remedy or give their consent in any way they consider appropriate (unless these by-laws expressly state otherwise).

1.6 Partial exercise of rights

If the Owners Corporation, Executive Committee, an Owner or an Occupier do not fully exercise a right or remedy fully or at a given time, they may still exercise it later.

1.7 Remedies cumulative

The rights and remedies provided in these by-laws are in addition to other rights and remedies given by law independently of these by-laws.

2. Introduction

2.1 What are by-laws?

The by-laws regulate the day-to-day management and operation of Platinum.

2.2 Who must comply with the by-laws?

Owners and Occupiers and the Owners Corporation must comply with these by-laws.

SP90402

ePlan

3. Behaviour

3.1 Obligations of Owners and Occupiers

Owners and Occupiers must not:

- (a) make noise, vibration or behave in a way that might unreasonably interfere with the use and enjoyment of a Lot or Common Property by another Owner or Occupier;
- (b) use language or behave in a way that might offend or embarrass another Owner or Occupier or their visitors;
- (c) smoke cigarettes, cigars or pipes while on Common Property or allow smoke from them to enter Common Property;
- (d) obstruct the use of Common Property by any person;
- (e) do anything in Platinum which is illegal;
- (f) leave children unattended in or on areas of Common Property which are of possible danger or hazard to children; or
- (g) do anything which might damage the good reputation of the Owners Corporation or Platinum.

3.2 Complying with law

Owners and Occupiers must comply on time and at their cost with all laws relating to:

- (a) their Lot; and
- (b) Common Property to which they have a licence, lease or a right to use under an Exclusive Use By-Law.

4. Responsibility for visitors

4.1 Owners and Occupiers obligations

Owners and Occupiers must:

- (a) take all reasonable steps to ensure that the Owner's and the Occupier's visitors comply with these by-laws;
- (b) ensure that visitors leave Platinum if they do not comply with the by-laws; and
- (c) accompany visitors at all times, except when they are entering or leaving Platinum or Platinum.

4.2 Leasing Lots

If an Owner leases or licences its Lot, the Owner must:

- (a) provide its tenant or licensee with an up-to-date copy of these by-laws; and
- (b) ensure that the Owner's tenant or licensee and their visitors comply with these by-laws.

SP90402

ePlan

5. Obligations of Owners and Occupiers for the Lot

5.1 General obligations

Each Owner and Occupier must, in relation to the Lot which they own or occupy:

- (a) keep the Lot clean and tidy and in good repair and condition;
- (b) properly maintain, repair and, where necessary, replace an installation or alteration made under these by-laws which services the Lot; and
- (c) notify the Owners Corporation if it changes the existing use of the Lot in a way which may affect the Owners Corporation's insurance policies or premiums.

5.2 Owners Corporation Consent

Each Owner and Occupier must have consent from the Owners Corporation to:

- (a) carry out Building Works;
- (b) do or keep anything in or on a Lot that is not in keeping with the appearance of Platinum;
- (c) install bars, screens, grilles, security locks or other safety devices on the interior or exterior of windows or doors in a Lot if they are visible from outside of the Lot or Platinum;
- (d) install an audible intruder alarm;
- (e) do anything that may invalidate, suspend or increase the premium payment for any insurances effected by the Owners Corporation; and
- (f) attach or hang an aerial or wires outside a Lot.

5.3 Floor coverings

- (a) Each Owner and Occupier must keep the floors in their Lot covered or treated to stop the transmission of noise which unreasonably disturbs other Owners or Occupiers.
- (b) If an Owner wants to change the floor covering or treatment within their Lot other than the floor covering or treatment existing as at the date of registration of the Platinum strata plan the impact insulation rating of an installed floor covering or treatment must have an impact insulation rating classification of not less than 50 as measured in accordance with AS 1055-1997 and will comply with the requirements of the Building Code of Australia.
- (c) Each Owner must have consent from the Owners Corporation to remove or interfere with floor coverings or treatments in their Lot which assist to prevent the transmission of noise.

5.4 Windows

- (a) Each Owner must obtain consent from the Owners Corporation to:
 - (1) attach window tinting (or any other item); and

SP90402

- (2) install curtains, roller blinds or venetian blinds (or any other type of window covering),

to windows and glass doors in the Owner's Lot.

- (b) Each Owner may install curtains, roller blinds or venetian blinds on or in their Lot provided that the window coverings have an appearance from outside the Lot or Platinum which is in keeping with the appearance of Platinum and in accordance with the Architectural Code.

5.5 Laundry

Owners and Occupiers must not hang laundry (or any other item) in any area of their Lot so that it is visible from outside the Lot.

6. Keeping Animals

- (a) Owners and Occupiers may keep in their Lot, without obtaining the consent of or notifying the Owners Corporation:
 - (1) fish in a secure indoor aquarium; or
 - (2) a guide dog or hearing dog or other animal if they need the dog or other animal because of a visual disability, hearing disability or any other disability.
- (b) Owners and Occupiers may keep up to a total maximum of 2 of the following types of animals in their Lot:
 - (1) small companion dogs (other than Excluded Dogs which are expressly prohibited);
 - (2) cats;
 - (3) small caged birds,but only if the Owner or Occupier notifies the Owners Corporation in writing before bringing the animals in or on to the Lot.
- (c) Owners and Occupiers may not keep any other type of animal in the Owner's or Occupier's Lot without the written consent of the Owners Corporation (such consent not to be unreasonably withheld).

6.2 Controlling animals

Owners and Occupiers must ensure that:

- (a) any animal they are allowed to keep under this by-law does not wander onto another Lot or Common Property; and
- (b) when taking any animal onto Common Property, they must carry it and control it at all times.

6.3 Conditions for keeping an animal

The Owners Corporation has the right at any time to order an Owner or Occupier to remove its animal if:

SP90402

ePlan

- (a) it becomes offensive, vicious, aggressive, noisy or a nuisance;
- (b) the Owner or Occupier does not comply with its obligations under this by-law; or
- (c) if the Owner or Occupier keeps a dog, the dog is a Restricted Dog or is not registered under the *Companion Animals Act 1998* (NSW).

6.4 Responsibilities

Owners and Occupiers are responsible:

- (a) to other Owners and Occupiers and people using Common Property for:
 - (1) any noise their animal makes which causes unreasonable disturbance; and
 - (2) damage to or loss of property or injury to any person caused by their animal; and
- (b) to clean up after their animal and take such action as may be necessary to clean all areas of their Lot and Common Property that are soiled by the animal.

7. Noise controls

7.1 Noise which affects neighbours

Owners and Occupiers must not make noise which might unreasonably interfere with the use and enjoyment by another Owner or Occupier of their Lot or Common Property.

7.2 Equipment and machinery

Owners and Occupiers must ensure that equipment and machinery in their Lot or Common Property does not cause vibrations or noise in another part of Platinum which might unreasonably interfere with the use and enjoyment by another Owner or Occupier of their Lot or Common Property.

8. Erecting a sign

8.1 Obligations

Owners and Occupiers must not erect a sign in their Lot or on Common Property.

8.2 Developer Activities

The Developer does not need consent from the Owners Corporation to erect and display "For Sale" or "For Lease" signs on Common Property or in Lot which is owned by the Developer.

9. Moving and delivering furniture and goods

9.1 Moving in

Owners and Occupiers must make arrangements with the Owners Corporation at least 48 hours before they move in to or out of Platinum or move large articles (e.g. furniture) through Common Property.

SP90402

ePlan

9.2 Obligations

When an Owner or Occupier takes deliveries or moves furniture or goods through Platinum, they must:

- (a) comply with the reasonable requirements of the Owners Corporation, including requirements to fit an apron cover to the Common Property lift;
- (b) repair any damage they (or the person making the delivery) cause to Common Property; and
- (c) if they (or the person making the delivery) spill anything onto Common Property, immediately remove the item and clean that part of the Common Property.

9.3 Additional requirements for moving in or moving out

The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving in or moving out of Platinum:

- (a) Owners or Occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form of which is to be reasonably determined by the Owners Corporation;
- (b) Owners or Occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days;
- (c) Owners or Occupiers may be prohibited from moving items through the front foyer of Platinum and/or restricted to using a loading dock nominated by the Owners Corporation; and
- (d) Owners or Occupiers may be required to pay a cash bond in an amount reasonably determined by the Owners Corporation from time to time for the purpose of ensuring that Common Property is not damaged during the move. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to Common Property caused by the move) to the Owner or Occupier within 48 hours of the move being completed.

9.4 Building Manager may co-ordinate

The Owners Corporation may appoint the Building Manager to assist it to perform its functions under this by-law. If this happens, Owners and Occupiers must:

- (a) make arrangements with the Building Manager when they move in or out of Platinum; and
- (b) comply with the requirements of the Building Manager when they take deliveries or move furniture or goods through Platinum.

10. Balconies

10.1 What can be kept on a Balcony?

An Owner or Occupier may keep pot plants, landscaping, and occasional furniture on the Balcony of their Lot if:

- (a) It is a type approved by the Owners Corporation;

SP90402

ePlan

- (b) it is of a standard commensurate with the standard of Platinum;
- (c) it will not (or is not likely to) cause damage;
- (d) it is not (or is not likely to become) dangerous; and
- (e) it is not likely to be blown off or fall from the Balcony.

10.2 Prohibitions on items on balconies

Owners and Occupiers must not keep any fitness equipment, spa, jacuzzi, hot tub, sauna, pool or bath tub or like equipment on the Balcony of their Lot.

10.3 Removing items from a Balcony

To enable the Owners Corporation to inspect, repair or replace Common Property, the Owners Corporation may require Owners and Occupiers, at their cost, to temporarily remove and store items from the Balcony of their Lot that are not Common Property.

10.4 Enclosing a Balcony

Owners and Occupiers must not enclose their Balconies.

10.5 Portable items to be removed when Balcony not in use

Owners and Occupiers must remove from their Balcony all portable items, including but not limited to towels, clothes, toys, utensils, glassware, cutlery and crockery when the Balcony is not in use.

10.6 Owner and Occupier responsibilities

Each Owner and Occupier is responsible for any damage or loss which is caused or contributed to by any item falling from, or being thrown from, or blowing off their Balcony.

10.7 Indemnity

Each Owner and Occupier agrees to indemnify the Owners Corporation against any loss suffered or incurred by the Owners Corporation arising from or in consequence of failing to comply with this by-law 9.4(b), unless it is caused by the negligence of the Owners Corporation, including but not limited to:

- (a) damage to a Lot or to Common Property;
- (b) damage or injury to any person.

11. Storing and operating a barbeque

11.1 Barbeques

Owners and Occupiers may store and operate a portable barbeque on the Balcony of their Lot if:

- (a) it is a type approved under by-law 11.2;
- (b) it will not (or is not likely to) cause damage;
- (c) it is not (or is not likely to become) dangerous;

SP90402

ePlan

- (d) it is kept covered when not in operation;
- (e) it is kept clean and tidy; and
- (f) they comply with this by-law.

11.2 Types of approved barbeques

Owners and Occupiers may store and operate the following types of barbeques on the Balcony of their Lot:

- (a) a covered gas or electric portable barbeque; or
- (b) any other type approved by the Owners Corporation.

11.3 Operating a barbeque

- (a) Owners and Occupiers may only operate barbeques during the hours of 9:00 am and 9:00 pm (or during other hours approved by the Owners Corporation).
- (b) When Owners and Occupiers use a barbeque, they must not create smoke, odours or noise which interfere unreasonably with another Owner or Occupier.

12. Disposal of garbage

12.1 General requirements

Owners and Occupiers must not deposit or leave garbage or recyclable materials:

- (a) on Common Property (other than in the garbage room or a garbage chute according to this by-law); or
- (b) in an area of their Lot which is visible from outside the Lot.

12.2 Obligations

Owners and Occupiers must:

- (a) drain and securely wrap household garbage and put it in the garbage chute on their level of Platinum;
- (b) leave other garbage and recyclable materials in the area in the garbage room designated by the Owners Corporation for that purpose;
- (c) drain and clean bottles and make sure they are not broken before placing them in the area in the Garbage Room designated by the Owners Corporation for that purpose;
- (d) recycle garbage according to instructions from the Owners Corporation and Council; and
- (e) contact the Owners Corporation to remove (at the Owner's or Occupier's cost) large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

12.3 Garbage Chutes

Owners and Occupiers must not place:

SP90402

ePlan

- (a) bottles or glass;
- (b) liquids;
- (c) items that weigh more than 2.5 kilograms; or
- (d) boxes or large items

in a garbage chute.

12.4 Owners Corporation responsibility

The Owners Corporation must:

- (a) make garbage and recyclable materials available for collection by Council (including moving garbage and recyclable materials to a central collection area); and
- (b) arrange for the removal of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service (at the cost of the relevant Owner or Occupier).

13. Moving furniture and other objects on or through Common Property

- (a) An Owner or Occupier must not transport any furniture, large objects or deliveries to or from the Lot through or over Common Property within the Platinum unless sufficient notice has first been given to the Building Manager so as to enable the Building Manager to arrange for its nominee to be present at the time when the Owner or Occupier undertakes the activity referred to in this by-law.
- (b) The Owners Corporation may, by resolution, determine the manner in which furniture, large objects or deliveries to and from the Lot are to be transported through or over the Common Property (whether in the Platinum or not) and may impose appropriate conditions on such activities, including but not limited to the use of protective covers for surfaces forming part of the Common Property, prohibitions on the use of trolleys or other moving devices having metal wheels and insurance requirements.
- (c) If the Owners Corporation has determined, by resolution in accordance with by-law 13(b), the manner in which furniture, large objects or deliveries to and from the Lot are to be transported, then an Owner or Occupier must not transport any furniture, large object or deliveries to and from the Lot through or over Common Property except in accordance with that resolution. The Building Manager may inspect any parts of the Common Property and may direct any Owner or Occupier in writing to rectify any damage caused by the transportation of furniture, large objects or deliveries by that Owner or Occupier.
- (d) An Owner or Occupier must not make any deliveries on the Common Property unless a prior appointment has been made with the Building Manager. The Owners Corporation may, from time to time, make rules and impose conditions in relation to the use of the Common Property, including in relation to the maximum height and weight of vehicles and the hours in which access is permitted.
- (e) The Owners Corporation may impose the following additional requirements on Owners or Occupiers who are moving in or moving out of the Platinum:

SP90402

ePlan

- (1) Owners or Occupiers may be required to complete and submit a form to the Owners Corporation containing details of the move, the form of which is to be reasonably determined by the Owners Corporation;
- (2) Owners or Occupiers may be required to make the moving arrangements and receive their deliveries at specified times on specified days;
- (3) Owners or Occupiers may be prohibited from moving items through any front foyer of the Platinum and/or restricted to using a loading dock nominated by the Owners Corporation; and
- (4) Owners or Occupiers may be required to pay a cash bond in an amount reasonably determined by the Owners Corporation from time to time for the purpose of ensuring that Common Property is not damaged during the move. Any bond required must be paid before the move commences and the Owners Corporation must refund the bond (or any part of the bond not required to pay for damage to Common Property caused by the move) to the Owner or Occupier within 48 hours of the move being completed.

14. Building Works

14.1 Consent

An Owner or Occupier must have consent from the Owners Corporation to carry out Building Works.

14.2 Procedures before carrying out Building Works

Before carrying out Building Works, Owners and Occupiers must:

- (a) obtain necessary consents from the Owners Corporation and Government Agencies;
- (b) find out where service lines and pipes are located;
- (c) obtain consent from the Owners Corporation if it propose to interfere with or interrupt services; and
- (d) give the Owners Corporation a written notice at least 14 days before starting the Building Works.

14.3 Procedures when carrying out Building Works

Owners and Occupiers carrying out Building Works, must:

- (a) use qualified, reputable and, where appropriate, licensed contractors approved by the Owners Corporation;
- (b) carry out the Building Works in a proper manner and to the reasonable satisfaction of the Owners Corporation; and
- (c) repair any damage caused to Common Property or the property of another Owner or Occupier.

SP90402

15. Use and Occupation

15.1 Use

Owners and Occupiers must ensure that their Lot is not used for any purpose that is prohibited by law.

15.2 Occupation

Owners and Occupiers must ensure that the total number of adults residing in their Lot does not exceed twice the number of approved bedrooms in the Lot.

16. Building Manager

16.1 Appointment

The Owners Corporation may appoint and enter into agreements with a Building Manager to provide management and operational services for Platinum.

16.2 Delegation

The Owners Corporation cannot delegate its functions or the functions of the Executive Committee to a Building Manager.

16.3 Duties

The duties of a Building Manager under an agreement with the Owners Corporation may include:

- (a) caretaking, supervising and servicing Common Property;
- (b) supervising cleaning and garbage removal services;
- (c) supervising the repair, maintenance, renewal or replacement of Common Property;
- (d) co-ordinating deliveries and the movement of goods, furniture and other large articles through Common Property;
- (e) co-ordinating the carrying out of Building Works;
- (f) managing the Security Keys and providing Security Keys according to these by-laws;
- (g) providing services to the Owners Corporation, Owners and Occupiers;
- (h) supervising employees and contractors of the Owners Corporation;
- (i) supervising Platinum generally; and
- (j) doing anything else that the Owners Corporation agrees is necessary for the operation and management of Platinum

17. Special privilege for Air Conditioning Units

17.1 Special privilege rights

- (a) The Owners and Occupies must not keep any Air Conditioning Unit on the balcony of their Lot.

SP90402

- (b) [Owners have the special privilege to keep an Air Conditioning Unit (of a type and size approved by the Owners Corporation) on that part of Common Property required.]
- (c) [The special privilege is granted in relation to that part of Common Property required for the installation and keeping of the Air Conditioning Unit.]

17.2 Obligations

Owners must, at their cost:

- (a) operate, maintain and repair their Air Conditioning Unit in accordance with manufacturer's specifications;
- (b) maintain, repair and, where necessary, replace those parts of Common Property where the Air Conditioning Unit (or any part of it) is fitted and installed (excluding any structural maintenance and repairs);
- (c) fire proof any penetration of the Common Property walls or slabs to meet the Australian fire standards required for the building in Platinum;
- (d) use contractors approved by the Owners Corporation to maintain repair and, where necessary, replace those parts of Common Property where the Air Conditioning Unit (or any part of it) is fitted and installed; and
- (e) comply with requirements of Government Agencies about Air Conditioning services.

18. Health Club

18.1 Rules

The Owners Corporation must make rules about the use of the Health Club including the times in which the Health Club may be used.

18.2 Who may use the Health Club

Only an Owner or Occupier of a Lot may use the Health Club.

18.3 Control of children

An Owner or Occupier of a Lot must ensure that they exercise effective control of children who are in their care when children use the Health Club.

18.4 Prohibitions

- (a) An Owner or Occupier of a Lot or their visitor must not:
 - (1) bring food or drink into the Health Club (other than non alcoholic drinks in plastic drinking bottles);
 - (2) hold parties or other functions in the Health Club, or interfere with health club equipment other than for the day to day operation of the equipment;
 - (3) behave in a manner which disturbs other Owners, Occupiers or their visitors in using the Health Club; or
 - (4) bring glass objects, drinking glass or sharp objects into the Health Club.

SP90402

- (b) The Health Club shall not be used for residential purposes or commercial purposes without the prior written consent of Council and the unanimous consent of the Owners Corporation.

19. Energy and water rated appliances

All appliances installed in a Lot must be energy rated appliances with an energy star rating of 3 stars or more. All fittings must be water saving fittings and appliances with AAA water rating or more.

20. Damage to Common Property

20.1 Obligations

Owners and Occupiers must:

- (a) use Common Property equipment only for its intended purpose;
- (b) immediately notify the Owners Corporation if they know about damage to or a defect in Common Property; and
- (c) compensate the Owners Corporation for any damage to Common Property caused by them, their visitors or persons doing work or carrying out Building Works in Platinum on their behalf.

20.2 Owners Corporation consent

Owners and Occupiers must have consent from the Owners Corporation to:

- (a) interfere with or make any alteration to Common Property;
- (b) remove anything from Common Property that belongs to the Owners Corporation; or
- (c) interfere with the operation of Common Property equipment.

21. Insurance premiums

21.1 Consent from the Owners Corporation

An Owner or Occupier must have consent from the Owners Corporation to do anything that might invalidate, suspend or increase the premium for an insurance policy effected by the Owners Corporation.

21.2 Increased premiums

If the Owners Corporation gives consent under this by-law, it may make conditions that require the Owners or Occupier to reimburse the Owners Corporation for any increased premium.

22. Security

22.1 Rights and obligations of the Owners Corporation

The Owners Corporation must take reasonable steps to:

- (a) stop intruders coming into Platinum; and

SP90402

- (b) prevent fires and other hazards.

22.2 Installation of security equipment

Subject to this by-law, the Owners Corporation has the power to install and operate in Common Property audio and visual security cameras and other audio and visual surveillance equipment for the security of Platinum.

22.3 Restricting access to Common Property

The Owners Corporation has the power to:

- (a) close off or restrict by Security Key access to parts of Common Property that do not give access to a Lot;
- (b) restrict by Security Key access to levels in Platinum where and Owner or Occupier does not own or occupy a Lot or have access to according to an Exclusive Use By-Law; and
- (c) allow security personnel to use part of Common Property to operate or monitor security of Platinum.

22.4 Obligations

An Owner or Occupier must not:

- (a) interfere with security cameras or surveillance equipment; or
- (b) do anything that might prejudice the security or safety of Platinum.

23. Security Keys

23.1 Providing Owners and Occupiers

The Owners Corporation may give Owners and Occupiers a Security Key if it restricts access to Common Property under by-law 22.

23.2 Number of Security Keys per Lot

- (a) With the exception of keys used to open and close the front doors of Lots, the Owners Corporation may determine how many Security Keys are allocated to each Lot and may determine how many Security Keys are active at any one time by reference to how many bedrooms a Lot has.
- (b) The Owners Corporation may determine how many Security Keys per Lot will be coded to give access to the Platinum carpark. This will be determined by reference to how many carspaces each Lot has.
- (c) The Owners Corporation may charge Owners and Occupiers a fee or bond if they require a replacement Security Key.

23.3 Ownership

Security Keys belong to the Owners Corporation.

SP90402

23.4 Managing the Security Key system

The Owners Corporation has the power to:

- (a) re-code Security Keys;
- (b) require an Owner or Occupier to promptly return their Security Keys to the Owners Corporation to be re-coded; and
- (c) make agreements with another person to exercise its functions under this by-law and, in particular, to manage the Security Key system. The agreement may have provisions requiring Owners to pay the other person an administration fee for the provision of Security Keys.

23.5 Obligations

Owners and Occupiers must:

- (a) comply with the reasonable instructions of the Owners Corporation about Security keys and, in particular, instructions about re-coding and returning Security Keys;
- (b) take all reasonable steps not to lose Security Keys;
- (c) return Security Keys to the Owners Corporation if they are not needed or if they are no longer an Owner or Occupier; and
- (d) notify the Owners Corporation immediately if they lose a Security Key.

23.6 Prohibitions

An Owner Occupier must not:

- (a) copy a Security Key; or
- (b) give a Security Key to someone who is not an Owner or Occupier.

24. Restrictions

- (a) No more than 2 adult people may occupy any bedroom of a Lot and no bedroom of a Lot can contain more than 2 beds.
- (b) The total number of adults residing in a Lot must not exceed twice the number of approved bedrooms in a Lot.
- (c) If a Lot is tenanted, it must be subject to a residential tenancy agreement for a term of at least 3 months.
- (d) An Owner, Occupier or the Owners Corporation must not permit the Building Manger or agent to advertise or organise for short term accommodation or share accommodation in Platinum.
- (e) The Owner and Occupier of a Lot must ensure that the Lot is not:
 - (1) occupied by more persons than are allowed under these by-laws or by a Consent Authority to occupy the Lot; or
 - (2) used for any purpose that is prohibited by law.

SP90402

25. Maintenance of intercom handsets

- (a) An Owner or Occupier must properly maintain the handsets, unit, monitor (if any) and ancillary fittings of the intercom system servicing the Lot that are within the Lot, in a state of good and serviceable repair.
- (b) For the avoidance of doubt the Owner has the special privilege and exclusive use over the handsets, unit, monitor (if any) and ancillary fittings of the intercom system servicing the Lot that are within the Lot.

26. Maintenance of balcony sliding doors and windows

- (a) An Owner must clean, maintain, repair and, if necessary replace (in keeping with the appearance of the Building) all locks, wheels and the tracking devices of all sliding doors and windows on the balcony or within the boundary of their Lot.
- (b) For the avoidance of doubt the Owner has the special privilege and exclusive use of all locks, wheels and the tracking devices of all sliding doors and windows on the balcony or on the boundary of their Lot.

27. Maintenance of bathrooms

- (a) Without affecting the operation of By-Law 26 and notwithstanding section 62 of the Act, so as to prevent any damage or disturbance to the Owner or Occupier of another Lot or the common property, the Owner must maintain the tiles, bathtubs, shower trays, taps and other fittings in any bathroom (including the grouting, waterproofing and any other sealant around them) in a state of good and serviceable repair and appearance, and must renew or replace them as and when required.
- (b) For the avoidance of doubt the Owner has the special privilege and exclusive use of all tiles, bathtubs, shower trays, taps and other fittings in any bathroom (including the grouting, waterproofing and any other sealant around them).

28. Consents

28.1 Who may give consent?

Unless a by-law states otherwise, consents under these by-laws may be given by:

- (a) the Owners Corporation at a general meeting; or
- (b) the Executive Committee at a meeting of the Executive Committee.

28.2 Conditions

The Owners Corporation or the Executive Committee may make conditions if they give a consent to do things under the by-laws.

28.3 Revocation

The Owners Corporation or the Executive Committee may revoke their consent if an Owner or Occupier does not comply with:

- (a) conditions made by them when they gave the consent; or

SP90402

(b) the by-law under which the consent was given.

29. Failure to comply with by-laws

29.1 Owners Corporation step in rights

The Owners Corporation may do anything on a Lot that the Owner or Occupier should have done under the Management Act or these by-laws but which they have not done or, in the opinion of the Owners Corporation, have not done properly.

29.2 Procedures

The Owners Corporation must give the Owner or Occupier a written notice specifying when it will enter the Lot to do the work and the Owner or Occupier must:

- (a) give the Owners Corporation (or persons authorised by it) access to the Lot in accordance with the notice and at the Owner's or Occupier's cost; and
- (b) pay the Owners Corporation for its costs for doing the work.

30. Service of documents

30.1 Service by e-mail

A document may be served on the Owner or Occupier of a Lot by electronic means if the person has given the Owners Corporation an e-mail address for the service of notices and the document is sent to the e-mail address.

SP90402

ePlan

Signing page

Registered Proprietor

**Executed by Henlia No 21 Pty Ltd in
accordance with Section 127 of the
Corporations Act 2001**

Signature of director

Brian Boyd

Name of director (print)

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

Brian Bailison

Name of ~~director~~/company secretary (print)

ePlan

SP90402

Signing page

Mortgagee

Certified correct for the purposes of the
Real Property Act 1900 by the Mortgagee
Signed by
as attorney for Westpac Banking
Corporation under power of attorney Book
4299 No. 332

Signature

By Executing this instrument the attorney
states that the attorney has received no
notice of the revocation of the power of
attorney.

I certify that I am an eligible witness and
that the attorney whose signature appears
above signed this instrument in my
presence.

Signature of Witness

Address of Witness

S117RP Act requires that you must have known the
signatory for more than 12 months or have sighted
identifying documentation.

| | |
|---|---------------------|
| Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee | |
| SIGNED by <u>Shaun Ivory</u>as attorney for Westpac Banking Corporation under power of attorney Book 4299 No. 332 | |
| (Signature) <u>[Signature]</u> | Tier Three Attorney |
| By Executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney. | |
| I certify that I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence. | |
| Signature of witness <u>[Signature]</u> | |
| Name of witness: <u>Andrew Fernandez</u> | |
| Address of witness: <u>Level 3, 275 Kent St</u> <u>Sydney NSW 2000</u> | |
| S117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation. | |

SP90402

ePlan

Signing page

Mortgagee

Executed by Alceon Group No. 7 Pty
Limited ACN 163 670 406 in accordance
with Section 127 of the *Corporations Act*
2001

Signature of director

Morris Symonds

Name of director (print)



Signature of ~~director~~ company secretary

Melanie Hedges

Name of ~~director~~ company secretary (print)

Form number: 97-011E

Licence number: 599D/08/5/97

TRANSFER

including easeme

New South Wales

Real Property Act 1900

6641288U



Office of State Revenue use only

NEW SOUTH WALES DUTY

07-03-2000

0000250570-001

SECTION 18(2)

DUTY

\$ *****2.00

(A) LAND TRANSFERRED

Folio Identifiers 2/1011406 and 3/1011406

(B) TENEMENTS

Servient (land burdened)
Lots 2 and 3 in Deposited Plan
1011406

Dominant (land benefited)
Lot 1 in Deposited Plan 884055

(C) LODGED BY

L.T.O. BOX

605m
599D

Name, Address or DX and Telephone

MINTER ELLISON

44 Martin Place, SYDNEY

DX 447 Sydney

Telephone: (02) 9210 4444

REFERENCE (max. 15 characters) LGW10840250

LEGALITIES
K.S. / ROG / CFA

(D) TRANSFEROR

NEW SOUTH WALES LAND AND HOUSING CORPORATION

(E) acknowledges receipt of the consideration of \$8,631,725.00

transfers to the transferee

(F) an estate in fee simple and the transferor

(G) — reserves an easement as set out in Schedule One hereto

(H) Encumbrances (if applicable)

1. Nil

2.

3.

4.

(I) TRANSFeree

T

JOYNTON SOUTH PTY LTD ACN 088 755 320

(J)

TENANCY:

(K) We certify this dealing correct for the purposes of the Real Property Act 1900

DATE 9/3/2000

Signed in my presence by the Transferor who is personally known to me

SIGNED by me SEAN O'TOOLE, CHIEF GENERAL MANAGER,
as delegate of the New South Wales Land

and Housing Corporation and I certify that I have
no notice of revocation of that delegation,

in the presence of:

Level 2, 1 Fitzwilliam St, Paramatta
Address of Witness

Signed in my presence by the Transferee who is personally known to me.

Mary Macken
Signature of Witness

MARY MACKEN
Name of Witness (BLOCK LETTERS)

Address of Witness

Signature of Transferor

Signature of Transferee's Solicitor

WEXIA G WILSON

CHECKED BY (office use only)

SCHEDULE ONE
reservation of easement

Complete the Tenements panel on the front

Right of carriage way

The transferor reserves a right of carriage way on the following terms and conditions:

1. The transferor and all Benefited Parties may at all times and by any means (including on foot, with animals or using any vehicle or implement) pass across the Site.
2. The transferor and all persons authorised by it may excavate, fill, pave, drain and otherwise carry out works on the Site to cause a trafficable surface to be laid and maintained on the Site.
3. The transferee must not do anything on the land burdened which prevents, impedes or interferes with the exercise of the rights conferred under paragraphs 1 and 2 of this right of carriage way.
4. (a) The party authorised to release, vary or modify the right of carriage way is the transferor.
(b) Subject to paragraph 4(a) hereof, if the whole or any part of the Site is resumed or dedicated for the purpose of a public road this right of carriageway shall thereby be extinguished in respect of so much of the Site so dedicated.
5. In this right of carriage way:

'Benefited Parties' means the registered proprietor, lessee or occupant of the land benefited (or any part of the land benefited which is capable of enjoying this right of carriageway) and includes all persons authorised by them;

'land benefited' means Lot 1 in Deposited Plan 884055;

'land burdened' means Lots 2 and 3 in Deposited Plan 1011406;

'Site' means the parts of Lots 2 & 3 in Deposited Plan 1011406 shown as proposed right of carriageway 20.8 wide in Deposited Plan 1011406;

'transferee' includes the successors, transferees and assigns of the transferee;

'transferor' includes the successors to the functions of the transferor.



✓ 10'Zook
x Dry Maekes

SCHEDULE TWO
Request by Transferor

Request by transferor

Not applicable.



x 10'Zork

x Drey Maehr

Signature, Seals and Statements
of intention to dedicate public roads, to
create public reserves, drainage
reserves, easements, restriction on
the use of land or positive covenants.

SIGNED BY ME MARK ATTWILL
AS DELEGATE OF THE NEW SOUTH WALES
LAND AND HOUSING CORPORATION AND
I CERTIFY THAT I HAVE NO NOTICE
OF REVOCATION OF SUCH DELEGATION:

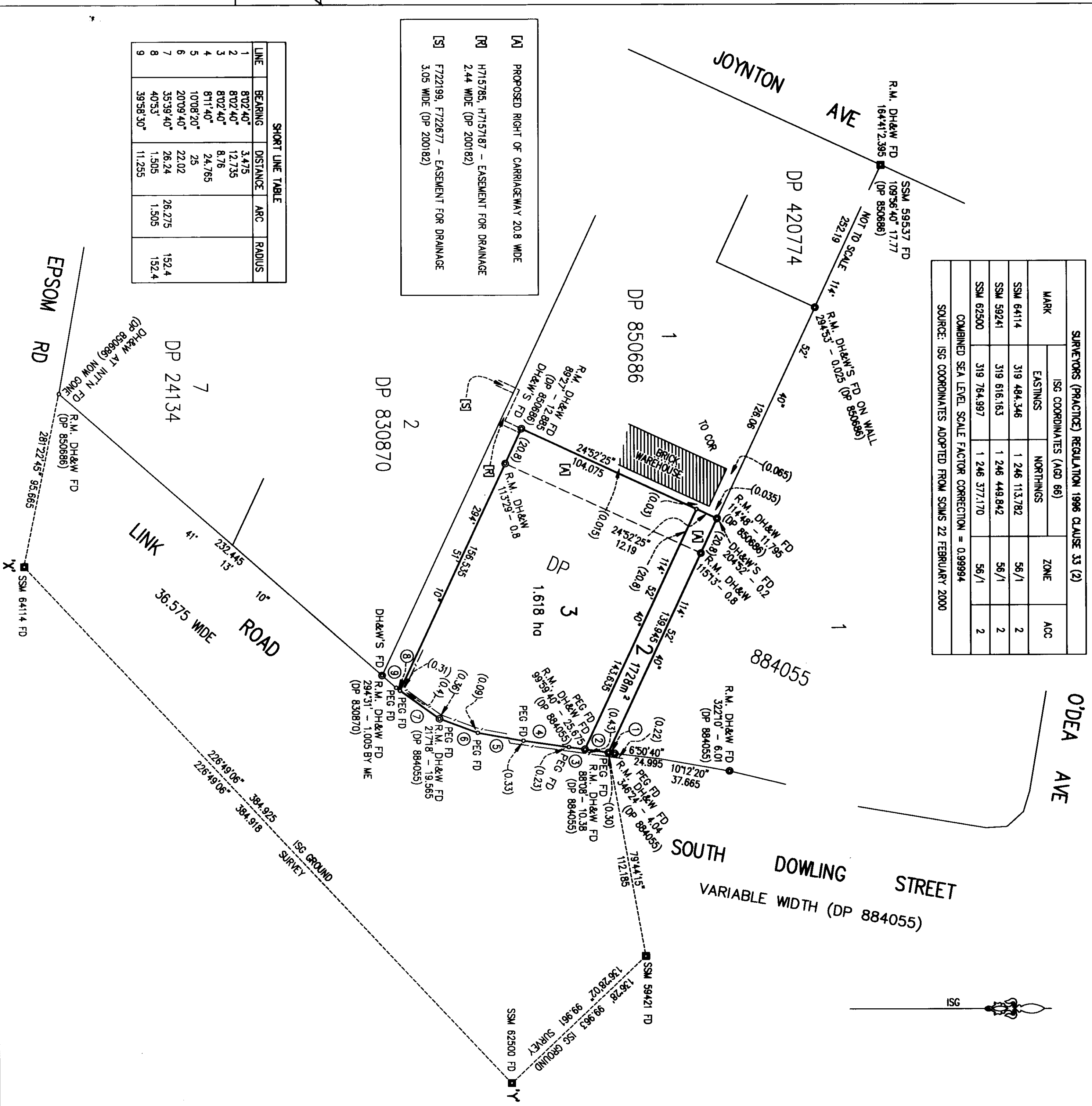
[Signature]

| SURVEYORS (PRACTICE) REGULATION 1986 CLAUSE 33 (2) | | | | |
|--|--------------------------|---------------|------|-----|
| MARK | ISG COORDINATES (AGD 66) | | ZONE | ACC |
| | EASTINGS | NORTHINGS | | |
| SSM 64114 | 319 484.346 | 1 246 113.782 | 56/1 | 2 |
| SSM 59241 | 319 616.163 | 1 246 449.842 | 56/1 | 2 |
| SSM 62500 | 319 764.997 | 1 246 377.170 | 56/1 | 2 |

COMBINED SEA LEVEL SCALE FACTOR CORRECTION = 0.99994
SOURCE: ISG COORDINATES ADOPTED FROM SCIMS 22 FEBRUARY 2000

- [A] PROPOSED RIGHT OF CARRIAGEWAY 20.8 WIDE
- [R] H715785, H715787 - EASEMENT FOR DRAINAGE
2.44 WIDE (DP 200182)
- [S] F722199, F722677 - EASEMENT FOR DRAINAGE
3.05 WIDE (DP 200182)

| SHORT LINE TABLE | | | |
|------------------|-----------|----------|--------|
| LINE | BEARING | DISTANCE | RADIUS |
| 1 | 80°24'0" | 3.475 | |
| 2 | 80°24'0" | 12.735 | |
| 3 | 80°24'0" | 8.76 | |
| 4 | 81°40'0" | 24.765 | |
| 5 | 10°08'20" | 25 | |
| 6 | 20°09'40" | 22.02 | |
| 7 | 35°39'40" | 26.24 | |
| 8 | 40°33'0" | 1.505 | |
| 9 | 39°58'30" | 11.255 | |



10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200 210 220 230 240 250 260 270 280 290 300 310 320 330 340 350 360 370 380 390

Table of mm

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

DP1011406

Registered: 3.3.2000

C.A.: TORRENS

Purpose: REDEFINITION

Ref. Map: WATERLOO SHEET INDEX SH.7

Last Plan: DP 884055*

PLAN OF REDEFINITION OF LOTS 2A3 IN DP
884055 AND PROPOSED RIGHT OF
CARRIAGEWAY OVER LOTS
2 & 3 IN DP 884055

Lengths are in metres. Reduction Ratio 1:1000

L.G.A.: SOUTH SYDNEY

Locality: ZETLAND

Parish: ALEXANDRA

County: CUMBERLAND

Plans used in preparation of Survey/Compilation
DP 884055, DP 241134
DP 880886, DP 830870
DP 884055

1. LIEBH JOHN FRILAY
a surveyor registered under the Surveyors Act 1982, hereby certify
that the survey represented in this plan is accurate, has been made in
accordance with the Surveyors (Practice) Regulation 1986 and was
completed on 7 AUGUST 1999 & 22 FEBRUARY 2000
The survey relates to: LOTS 2 & 3 IN DP 884055.
(from which the land is being surveyed or specify any land shown in
the plan that is not the subject of the survey)

Dated this 25th day of August 1999
Zone: Elevation
(Signature)
Surveyor registered under
the Surveyors Act 1982.

PANEL FOR USE ONLY for statements of
intention to dedicate public roads or to create
public reserves, drainage reserves, easements,
restrictions on the use of the land or positive
covenants.

SIGNATURES AND SEALS ONLY

SIGNED BY ME, GREGG JOYCE,
GENERAL MANAGER URBAN REVIEW
LANDON, AS A DELEGATE OF
LANDON AND I HEREBY CERTIFY
THAT I HAVE NO NOTIFICATION OF
REVOCATION OF THIS DELEGATION,

AND IN THE PRESENCE OF:

SIGNATURE OF WITNESS

RICHARD WOOD
NAME OF WITNESS

Department of Lands Approval

In approving this plan certify that all necessary approvals in regard to the allocation of the land shown hereon have been given.

Signature: _____
Date: _____
Title Number: _____
Office: _____

Subdivision Certificate

certify that the provisions of s. 108J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed

Subdivision
New Road

(Insert subdivision no.)
2008

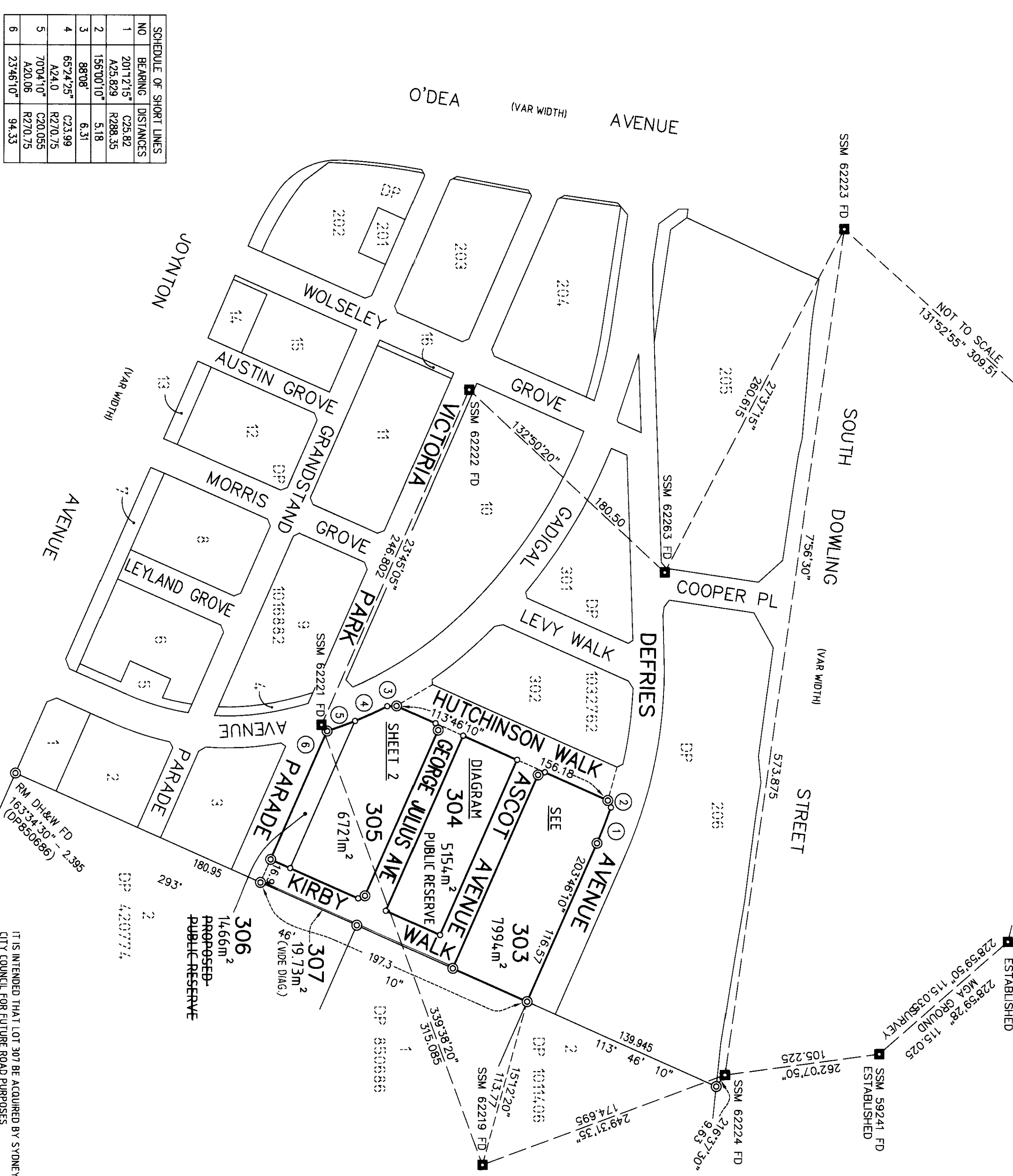
Authorised Person (General Manager/Assistant General Manager)
City of Sydney
Date of Endorsement: 21 February 2005
Subdivision Certificate no. 5/2005/8
He no. _____

note:
When the plan is to be lodged electronically in the Land and Property Information Office, it should include a signature in an electronic or digital format approved by the Registrar General.

REVIEWER'S REFERENCE: EN01454 (Stage 3)

| SURVEY REGULATION 2001 | | | | |
|------------------------|------------|-------------|------|-------------|
| MARK | EASTING | NORTHING | ZONE | CLASS/ORDER |
| SSM59238 | 335099.479 | 6246845.908 | 56 | B/U |
| SSM59240 | 335980.805 | 6246574.063 | 56 | B/U |
| SSM59241 | 334894.012 | 6246498.591 | 56 | B/U |

COMBINED SCALE FACTOR 0.999938
SOURCE: DEPT. OF LAND & PROPERTY INFORMATION 2/7/2001



| SCHEDULE OF SHORT LINES | | |
|-------------------------|------------|-----------|
| NO | BEARING | DISTANCES |
| 1 | 201°12'15" | C25.82 |
| 2 | A25.829 | R288.35 |
| 3 | 156°00'10" | 5.18 |
| 4 | 88°08' | 6.31 |
| 5 | 65°24'25" | C23.99 |
| 6 | A24.0 | R270.75 |
| 7 | 70°04'10" | C20.055 |
| 8 | A20.06 | R270.75 |
| 9 | 23°46'10" | 94.33 |

| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 10 | 20 | 30 | 40 | 50 | 60 | 70 | 80 | 90 | 100 | 110 | 120 | 130 | 140 | 150 | 160 | 170 | Table of mm | 210 | 220 | 230 | 240 | 250 | 260 | 270 | 280 | 290 | 300 | 310 | 320 | 330 | 340 | 350 | 360 | 370 | 380 | 390 |
|----|----|----|----|----|----|----|----|----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|

WARNING: CREASING OR FOLDING WILL LEAD TO REFLECTION

DP1063152

Registered: 16.3.2005

Title System: TORRENS

Purpose: SUBDIVISION

Ref. Map: U9145-62

Last Plan: D.P. 538474

PLAN OF SUBDIVISION OF LOT 300 D.P. 1032762

Lengths are in meters. Reduction Ratio 1:2000

L.G.A.: SYDNEY

Locality: ZETLAND

Parish: ALEXANDRA

County: CUMBERLAND

This is sheet 1 of my plan in 2 sheets

I, IAN GRANT NELSON, of SINGULAR KNIGHT MERZ - SYDNEY, a surveyor registered under the Surveying Act 2002, hereby certify that the survey represented in this plan is accurate, has been made in accordance with the Surveying Regulation, 2001 and was completed on 20 NOVEMBER 2003. The survey relates to LOTS 303 to 306 inclusive.

(here specify the land actually surveyed or specify any land shown in the plan that is not the subject of the survey)

Signature: Ian Nelson 20.11.03
Surveyor registered under the Surveying Act 2002
Dated: _____
Deputy Line: X - Y
Type: Urban

Plans used in preparation of Survey
D.P. 1032762
D.P. 1016882

PANEL FOR USE ONLY for statements of intention to dedicate public roads, to create public reserves, drainage reserves, easements, restrictions on the use of the land or positive covenants.

It is intended to dedicate Lot 304 to the Public as Public Reserve.

It is intended to dedicate KIRBY WALK, GEORGE JULIUS AVENUE & ASCOT AVENUE to the Public as Public Road

IT IS INTENDED THAT LOT 307 BE ACQUIRED BY SYDNEY CITY COUNCIL FOR FUTURE ROAD PURPOSES

DP1063152

Registered:  CB 16.3.2005.

This is sheet 2 of my plan in 2 sheets
dated 20 NOVEMBER 2003

(Signature) *Bar Nelson*

Surveyor registered under the Surveying Act 2002

This is sheet 2 of my plan of 2 sheets
covered by subdivision certificate No. 7
of 2005

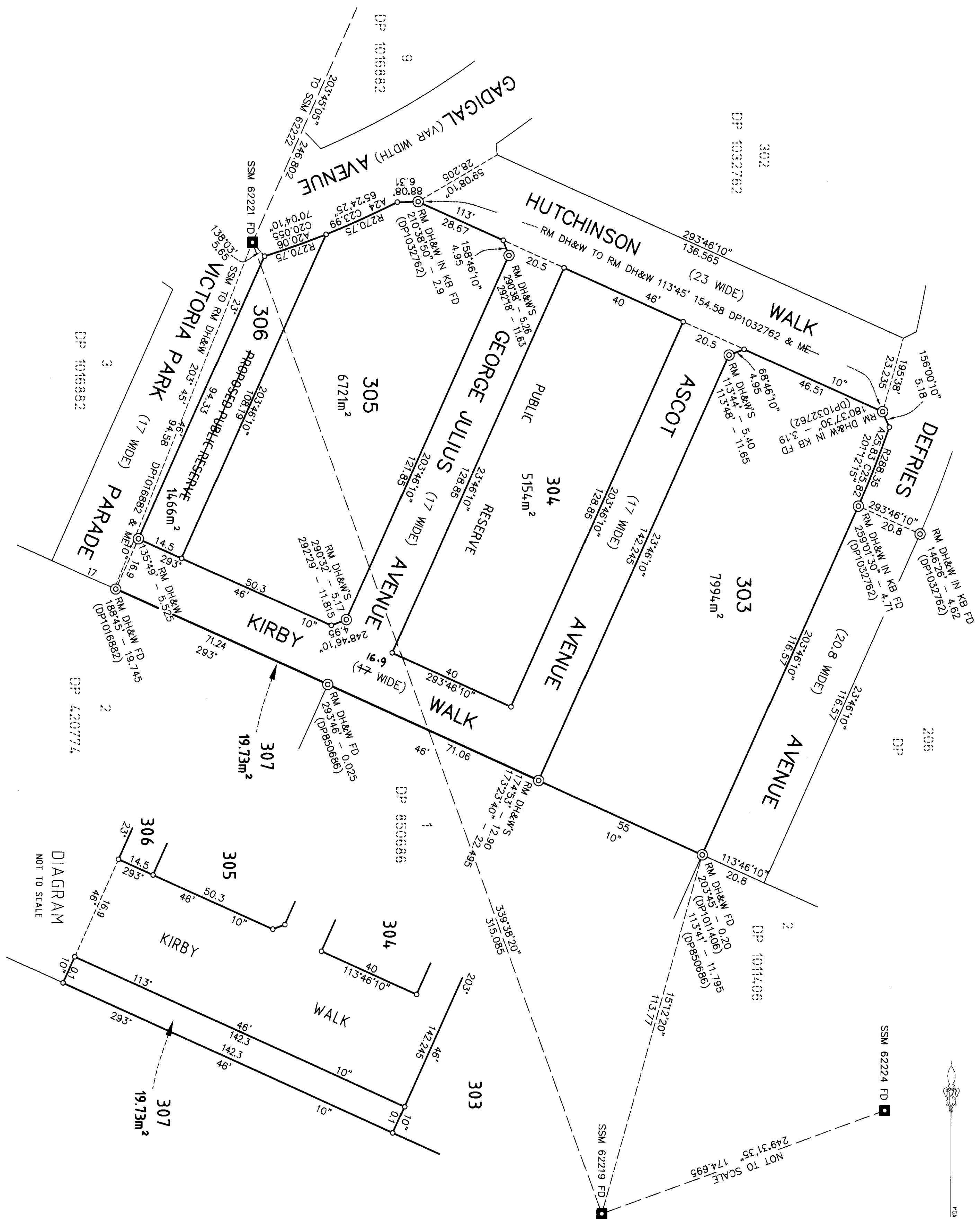
Bar Nelson

Authorised Person/General Manager/Assistant Controller

For use where space is insufficient
in any panel on Plan Form 2.

Reduction Ratio: 1:800

SURVEYOR'S REFERENCE: EN01454/Space 3



Form: 01TG
Release: 3-0

**TRANSFER
GRANTING EASEMENT**
New South Wales
Real Property Act 1900



AH313725F

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar-General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

| | |
|----------------------------------|----------------------------------|
| Servient Tenement 306/1063152 | Dominant Tenement 305/1063152 |
|----------------------------------|----------------------------------|

(B) **LODGED BY**

| | | |
|---------------------------------------|---|-------------------|
| Document Collection Box 984A | Name, Address or DX, Telephone, and Customer Account Number if any Landcom DX 28448 Parramatta 9841 8600 Reference: 123704X | CODE TG |
|---------------------------------------|---|-------------------|

(C) **TRANSFEROR**

| |
|----------------------------|
| Landcom ABN 79 268 260 688 |
|----------------------------|

(D)

The transferor acknowledges receipt of the consideration of \$ 1.00
and transfers and grants—

(E) **DESCRIPTION
OF EASEMENT**

Right of Pedestrian Access affecting the whole of the Lot Burdened fully
described in Annexure "A".

out of the servient tenement and appurtenant to the dominant tenement.

(F)

Encumbrances (if applicable):

(G) **TRANSFeree**

Henlia No. 21 Pty Limited ACN 143 556 718

DATE

- (H) I certify that I am an eligible witness and that an authorised officer of the transferor signed this dealing in my presence.
[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the authorised officer named below.

Signature of witness:

L. Thompson

Signature of authorised officer:

Name of witness:

Address of witness:

**LYDIA THOMPSON
LANDCOM
330 CHURCH ST
PARRAMATTA**

Authorised officer's name:

Authority of officer:

Signing on behalf of:

Signed by me **Elizabeth Baird** as delegate
of Landcom and I hereby certify that I have
no notice of revocation of such delegation.

Certified correct for the purposes of the Real Property Act 1900
and executed on behalf of the corporation named below by the
authorised person(s) whose signature(s) appear(s) below
pursuant to the authority specified.

Corporation: Henlia No. 21 Pty Limited ACN 143 556 718

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

[Signature]

Signature of authorised person:

[Signature]

Name of authorised person: **BRITN BULLION**

Office held: **DIRECTOR**

Name of authorised person: **BRITN BULLION**

Office held: **SECRETARY**

[Handwritten mark]

[Handwritten mark]

Annexure "A"

1. Terms of Right of Pedestrian Access affecting the whole of the Lot Burdened

- (a) The Grantee and its Authorised Users may pass and re-pass across the Lot Burdened to and from the Lot Benefitted:
- (i) on foot;
 - (ii) at all times; and
 - (iii) for all purposes; but
 - (iv) without vehicles or animals.
- (b) The rights under this easement commence on the date of issue of the first occupation certificate for building work approved under the Development Consent or (if not expressly confirmed in the occupation certificate) the date of written confirmation by the principal certifying authority issuing the occupation certificate that embellishment works have been completed in accordance with Development Consent condition 74.
- (c) This easement extinguishes when the Lot Burdened is dedicated to the Council as public open space.

2. Interpretation

In this Instrument, unless the contrary intention appears, the following terms have the following meanings:

Authorised User means any resident of the Lot Benefitted.

Council means City of Sydney Council.

Development Consent means consent number D/2011/1818 as amended by any section 96 modification and as may be further amended or varied from time to time.

Grantee means the registered proprietor of a Lot Benefitted.

Grantor means the registered proprietor of a Lot Burdened.

Lot Benefitted means the dominant tenement.

Lot Burdened means the servient tenement.

Occupation Certificate is as defined in the *Environmental Planning and Assessment Act 1979* (NSW).



Form: 13PC
Release: 30

POSITIVE COVENA
New South Wales



Section 88E(3) Conveyancing Act

AH582371K

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the use of this form for the establishment and maintenance of the Real Property Register in made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

305/1063152

(B) **LODGED BY**

| | | |
|--|---|-------------------|
| Document Collection Box 112M | Name, Address or DX, Telephone, and Customer Account Number if any COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9265 9425 CAN: 123053P Reference: S102995 - J Maddox | CODE PC |
|--|---|-------------------|

(C) **REGISTERED PROPRIETOR**

Of the above land
HENLIA NO. 21 PTY LIMITED (ACN: 143 556 718)

(D) **LESSEE MORTGAGEE or CHARGE**

| | | |
|--|----------------------|------|
| Of the above land agreeing to be bound by this positive covenant | | |
| Nature of Interest | Number of Instrument | Name |
| NOT APPLICABLE | N.A. | N.A. |

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
COUNCIL OF THE CITY OF SYDNEY

(F) The prescribed authority having imposed on the above land a positive covenant in the terms set out in annexure "A" hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.

DATE 25 FEBRUARY 2013

(G) **Execution by the prescribed authority**

I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:
Name of witness: RHONDA LONGWORTH
Address of witness: 456 Kent Street, Sydney

Signature of authorised officer:
Name of authorised officer: Marcia Claire Doheny
Position of authorised officer: Power of Attorney
BOOK 4572 REG No. 994

(G) **Execution by the registered proprietor**

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Henlia No. 21 Pty Limited (ACN: 143 556 718)
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:
Name of authorised person: EDDY CHAHINE
Office held: Director

Signature of authorised person:
Name of authorised person: BRIAN BOYD
Office held: Director/Secretary

(H) **Consent of the N.A**

The N.A under N.A No. N.A., agrees to be bound by this positive covenant.
I certify that the above N.A who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness: _____ Signature of N.A. _____
Name of witness: _____
Address of witness: _____

ANNEXURE "A" REFERRED TO IN POSITIVE COVENANT ON LOT 305 IN DEPOSITED PLAN 1063152 BETWEEN HENLIA NO. 21 PTY LIMITED AND COUNCIL OF THE CITY OF SYDNEY

DATED 25 day of FEBRUARY 2013

The Registered Proprietor covenants with the Council of the City of Sydney ("Council") that in consideration of Council having authorised the discharge of stormwater, sprinkler test water and subsoil water from the land burdened (the "land in Certificate of Title Folio Identifier "305/1063152") through a private connection (the "private connection") beneath the public footway to the gully pit and Council's drainage system, the Registered Proprietor will at all times:

- (a) use the private connection for the purpose of discharging stormwater, sprinkler test water and subsoil water only;
- (b) under no circumstances permit any other form of discharge whatsoever ("unauthorised discharge") including (without limitation) the discharge of trade wastes, contaminants or suspended silt;
- (c) permit Council to disconnect the private connection and make good Council's drainage system if any unauthorised discharge from the land burdened is detected, such disconnection and making good to be at the sole expense of the Registered Proprietor of the land burdened;
- (d) regularly inspect, clean and maintain the on-site detention system and the private stormwater lines;
- (e) if a pump-out system is installed at any time, erect and maintain in a conspicuous position within the building erected on the land burdened a notice of adequate dimensions warning that the area is liable to flooding in case of pump failure and allow Council officers access to the building from time to time to inspect such notice;
- (f) release and hold harmless Council from and against all damages claims actions proceedings law suits losses costs expenses and other liabilities for any damage arising to any property or building on or in the land burdened as a result of:
 - (i) any blockage of or surcharge or backflow from Council's drainage system;
 - (ii) the connection to Council's drainage system;

Witness (signature):

Name (printed):

RHONDA LONGWORTH

Director (signature):

EDDY CHAHINE

Name (printed):

Marcia Claire Doherty

Director/Secretary (signature):

Name (printed):

BRIAN BOYD

- (iii) the construction of the private connection beneath the footway or its presence in the public way;
- (iv) the relocation of the gully pit;
- (v) any costs and expenses of disconnection under paragraph (c);

to the extent caused or contributed by the Registered Proprietor or any lessee or occupier of the land burdened;

- (g) not carry out any works of excavation or alterations to the private connection and/or Council's drainage system without obtaining Council's prior written consent, which consent shall be at Council's sole discretion and, if granted, may be granted on such terms as Council sees fit;
- (h) acknowledge that if any provisions of this covenant are invalid or unenforceable such invalidity or unenforceability will not affect the operation, construction or interpretation of any other provisions of this covenant and the invalid or unenforceable provisions will be treated for all purposes as severed from this covenant.

Witness (signature):

Name (printed): RHOWDA LONGWORTH

Director (signature):

EDDY CHAHINE

Name (printed):

Marcia Claire Doherty

Director/Secretary (signature):

Name (printed): BRIAN BOYD

Form: 13RPA
 Release: 3-0

RESTRICTION ON THE USE OF LAND BY A PRESCRIBED AUTHORITY

New South Wales

Section 88E(3) Conveyancing Act 19



AI885673D

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) **TORRENS TITLE**

305/1063152

(B) **LODGED BY**

| | | |
|--|---|-----------------------|
| Document Collection Box 112M | Name, Address or DX, Telephone, and Customer Account Number if any THE COUNCIL OF THE CITY OF SYDNEY DX 1251 SYDNEY PH: 9265 9142 CAN: 123053P Reference: S102995 - L Nash | CODE RV |
|--|---|-----------------------|

(C) **REGISTERED PROPRIETOR**

Of the above land
 HENLIA NO. 21 PTY LIMITED (ACN: 143 556 718)

(D) **LESSEE MORTGAGEE or CHARGE**

| | | |
|--|----------------------|--------------------------------|
| Of the above land agreeing to be bound by this restriction | | |
| Nature of Interest | Number of Instrument | Name |
| Mortgage | AH785707 | Westpac Banking Corporation |
| MORTGAGE | AH879084 | ALCEON GROUP NO. 7 PTY LIMITED |

(E) **PRESCRIBED AUTHORITY**

Within the meaning of section 88E(1) of the Conveyancing Act 1919
 THE COUNCIL OF THE CITY OF SYDNEY (ABN: 22 636 550 790)

(F) The prescribed authority having imposed on the above land a restriction in the terms set out in annexure "A" hereto applies to have it recorded in the Register and certifies this application correct for the purposes of the Real Property Act 1900.
 DATE 11 SEPTEMBER 2014

(G) I certify that an authorised officer of the prescribed authority who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

Signature of witness:
 Name of witness: **HEATHER TURNER**
 Address of witness: 456 Kent Street
 SYDNEY NSW 2000

Signature of authorised officer:
 Name of authorised officer: **Marcia Claire Doherty**
 Position of authorised officer: Power of Attorney
 Book 4572 Reg No. 994
 THE COUNCIL OF THE CITY OF SYDNEY

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: Henlia No. 21 Pty Limited
 Authority: section 127 of the Corporations Act 2001

Signature of authorised person: **Brian Boyd**
 Name of authorised person:
 Office held: **Director**

Signature of authorised person: **Brian Bailison**
 Name of authorised person:
 Office held: **Director/Secretary**

(H) The mortgagee under mortgage No. AH785707 & AH879084 agrees to be bound by this restriction. I certify that the mortgagee who is personally known to me or as to whose identity I am otherwise satisfied, signed this application in my presence. **PLEASE SEE ATTACHED PAGES**

~~Signature of witness:~~
~~Name of witness:~~
~~Address of witness:~~
~~Signature of mortgagee:~~

(H) CONSENT OF THE MORTGAGEE

The Mortgagee under Mortgage No. **AH785707** agrees to be bound by this Restriction. I certify that the above Mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

EXECUTED BY WESTPAC BANKING)
CORPORATION in the presence of:)

Pixie Shmigel [Signature]
Witness (signature):

Authorised Officer (signature):

Pixie Shmigel
Full Name (printed):

Full Name (printed):

| | |
|---|---|
| Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee | |
| SIGNED by <u>MARK BAILEY</u> as attorney for Westpac Banking Corporation under power of attorney Book 4299 No. 332 | |
| (Signature) | Tier Three Attorney |
| By Executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney. | |
| I certify that I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence. | |
| Signature of witness | <u>[Signature]</u> |
| Name of witness | <u>Andrew Fernandez</u> |
| Address of witness | <u>Level 3, 275 Kent St</u> <u>Sydney NSW 2000</u> |
| S117EP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation. | |

(H) **CONSENT OF THE MORTGAGEE**

The Mortgagee under Mortgage No. **AH879084** agrees to be bound by this Restriction. I certify that the above Mortgagee who is personally known to me or as to whose identity I am otherwise satisfied signed this application in my presence.

EXECUTED BY ALCEON GROUP NO.)
7 PTY LIMITED (ACN: 163 670 406) in)
accordance with the provisions of section)
127 of the Corporations Act 2001:)



Director (signature):

Morris Symonds

Full Name (printed):



Director/Secretary (signature):

Melanie Hedges

Full Name (printed):

**ANNEXURE "A" REFERRED TO IN RESTRICTION ON THE USE OF LAND BY A
PRESCRIBED AUTHORITY ON LOT 305 IN DEPOSITED PLAN 1063152 BETWEEN
HENLIA NO. 21 PTY LIMITED AND THE COUNCIL OF THE CITY OF SYDNEY**

DATED: 11th day of SEPTEMBER 2014

RESTRICTION ON RESIDENTIAL ACCOMMODATION

The accommodation portion of the building (levels 01 to 15) must be used as permanent Residential Accommodation only and not for the purpose of a hotel, motel, serviced apartments, private hotel, boarding house, tourist accommodation or the like, other than in accordance with the Sydney Local Environmental Plan 2012.

Consent means the consent granted to Development Application D/2011/1818 in accordance with the Environmental Planning and Assessment Act 1979;

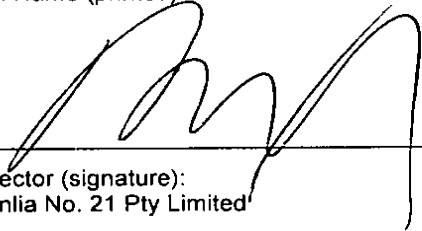
Residential Accommodation means use as a dwelling by an owner, invitee, licensee or tenant in accordance with the Residential Tenancies Act 1987, but excluding use as short-term accommodation without a residential tenancy agreement as defined in the Residential Tenancies Act.



Witness (signature):

HEATHER TURNER

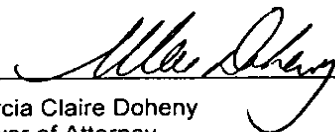
Full Name (printed):




Director (signature):
Henlia No. 21 Pty Limited

Brian Boyd

Full Name (printed):



Marcia Claire Doheny
Power of Attorney
Book 4572 No 994
The Council of the City of Sydney



Director/Secretary (signature):
Henlia No. 21 Pty Limited

Brian Bailison

Full Name (printed):

Form: 07L
Release: 4-0

LEASE

New South Wales
Real Property Act 1900



AI958258M

RELODGED

28 OCT 2014
STAMP DUTY
PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

Office of State Revenue use only

TIME: 3:45

(A) **TORRENS TITLE**

Property leased

Certificate of Title 305/1063152

PART being the premises shown as "Substation Premises No.61141" on the plan annexed and marked "B" together with the right of way and easement referred to in Clauses 1 & 2 of Annexure "A".

(B) **LODGED BY**

Document
Collection
Box

Name, Address or DX, Telephone, and Customer Account Number if any

COLIN BIGGERS & PAISLEY, SOLICITORS
LEVEL 42, 2 PARK STREET, SYDNEY
DX 280 SYDNEY PHONE: (02) 8281 4555
LLPN: 123055K

11SF

Reference:

BBM: 220743

CODE

L

(C) **LESSOR**

Henlia No. 21 Pty Limited
ACN 571 168 579

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) **LESSEE**

AUSGRID
ABN 67 505 337 385

(F)

TENANCY:

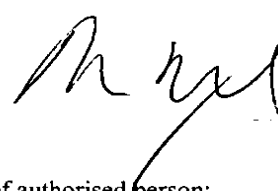
- (G) 1. **TERM** 50 years
2. **COMMENCING DATE** 2 July 2014
3. **TERMINATING DATE** 1 July 2064
4. With an **OPTION TO RENEW** for a period of 25 years
set out in clause 29 of Memorandum AG823634
5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
6. Together with and reserving the **RIGHTS** set out in clause 1 & 2 of Annexure "A"
7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** N.A. hereto.
8. Incorporates the provisions set out in memorandum filed pursuant to 80A Real Property Act 1900
No. AG823634
9. The **RENT** is set out in clause No. 5 of Memorandum AG823634

[Handwritten signatures]

CT prod 448B

DATE

- (H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Corporation: Henlia No. 21 Pty Limited ACN 571 168 579
Authority: section 127 of the Corporations Act 2001



Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Office held: Brian Bailison
Secretary

Name of authorised person:

Office held: Brian Boyd
Director

I certify that I am an eligible witness and that the lessee's attorney signed this dealing in my presence.
[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the lessee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness:



Name of witness: AMY ELISE HILL

Address of witness: 570 George Street
SYDNEY NSW 2000

Signature of attorney:



Attorney's name: TREVOR MARK ARMSTRONG

Signing on behalf of: AUSGRID

Power of attorney-Book: 4641
-No.: 639

(I) **STATUTORY DECLARATION***

I

solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at _____ in the State of New South Wales on _____
in the presence of _____ of _____

☐ Justice of the Peace ☐ Practising Solicitor ☐ Other qualified witness [specify] _____

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person / I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months / I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was _____

Signature of witness:

Signature of applicant:

* As the services of a justice of the peace, practising solicitor or other qualified witness cannot be provided at lodgment, the statutory declaration should be signed and witnessed prior to lodgment of the form.

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

**THIS IS ANNEXURE "A" REFERRED TO IN THE LEASE BETWEEN
HENLIA NO. 21 PTY LIMITED AS LESSOR AND AUSGRID AS LESSEE
DATED:**

The Lessee shall have the benefit of the following rights:

- 1 A RIGHT OF WAY over the land shown as "R" on the plan annexed and marked "B" on the terms contained in clause 18(a) of Memorandum AG823634 filed in Land & Property Information.
- 2 An EASEMENT FOR ELECTRICITY WORKS over the land shown as "E and E1" on the plan annexed and marked "B" on the terms contained in clause 18(b) of Memorandum AG823634 filed in Land & Property Information.

Executed by Westpac Banking Corporation

| | |
|---|---------------------|
| Certified correct for the purposes of the Real Property Act 1900 by the Mortgagee | |
| SIGNED by <u>Shaun Ivory</u> as attorney for Westpac Banking Corporation under power of attorney Book 4299 No. 332 | |
| (Signature) <u>[Signature]</u> | Tier Three Attorney |
| By Executing this instrument the attorney states that the attorney has received no notice of the revocation of the power of attorney. | |
| I certify that I am an eligible witness and that the attorney whose signature appears above signed this instrument in my presence. | |
| Signature of witness <u>[Signature]</u> | |
| Name of witness <u>Andrew Fernandez</u> | |
| Address of witness <u>Level 3, 275 Kent St</u> <u>Sydney NSW 2000</u> | |
| S117RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation. | |

Signed by Alceon
Group No. 7 Pty
Limited ACN 163
670 406

sign [Signature]
office (director or secretary) DIRECTOR
full name Trevor Loewensohn

sign [Signature]
office (director or secretary) SECRETARY
full name Shareen Ali

SIGNED FOR AND ON BEHALF OF
Henlia No. 21 Pty Limited

[Signature]
[Signature]

SIGNED FOR AND ON BEHALF OF
AUSGRID

[Signature]
[Signature]

"B"

L.G.A: SYDNEY CITY
 LOCALITY: ZETLAND

PLAN

SHOWING SUBSTATION PREMISES No.61141
 EASEMENT FOR ELECTRICITY PURPOSES AND RIGHT OF WAY WITHIN
 C.T. FOLIO IDENTIFIER 305/1063152

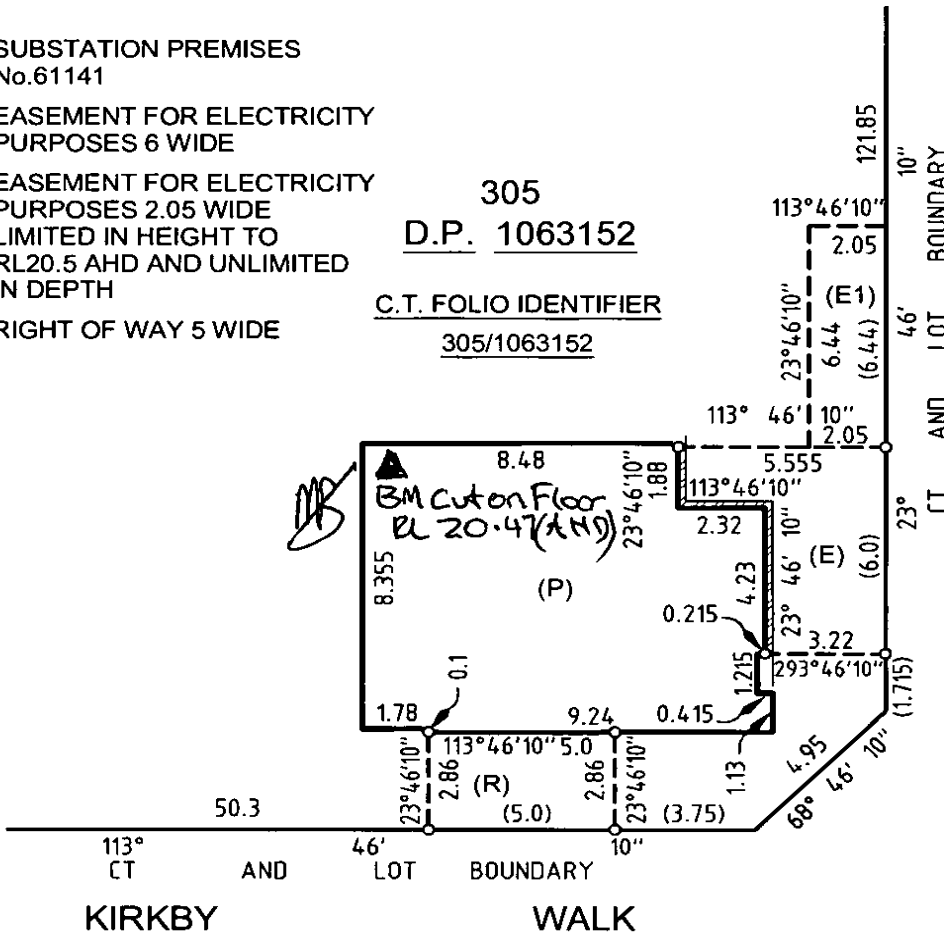
PARISH OF ALEXANDRIA - COUNTY OF CUMBERLAND

REDUCTION RATIO 1:200

- (P) SUBSTATION PREMISES
No.61141
- (E) EASEMENT FOR ELECTRICITY
PURPOSES 6 WIDE
- (E1) EASEMENT FOR ELECTRICITY
PURPOSES 2.05 WIDE
LIMITED IN HEIGHT TO
RL20.5 AHD AND UNLIMITED
IN DEPTH
- (R) RIGHT OF WAY 5 WIDE

305
D.P. 1063152

C.T. FOLIO IDENTIFIER
305/1063152



▲ BENCHMARK
 DRILL HOLE & WING
 ON KERB
 RL 20.65 (AHD)

24-09-14

SIGNATURES AND SEALS OF PARTIES

[Handwritten signatures and seals of parties]

F/W AI958258

Bartier Perry Pty Ltd
10 / 77 Castlereagh Street
Sydney NSW 2000
www.bartier.com.au

DX 109 Sydney
PO Box 2631
Sydney NSW 2001

Tel +61 2 8281 7800
Fax +61 2 8281 7838
ABN 30 124 690 053

**Bartier
Perry**

The Registrar General
Land and Property Information
Queens Square
SYDNEY NSW 2000

14 October 2014

Our ref: PLC 135306

Dear Registrar General

CAVEAT AI274516
REGISTERED PROPRIETOR: HENLIA NO 21 PTY LIMITED
PROPERTY: FOLIO IDENTIFIER 305/1063152

We are the solicitors for Ausgrid, the Caveator under Caveat AI274516.

Our client, as Caveator, consents to the registration of a lease of substation premises no 61141 from Henlia No 21 Pty Ltd as lessor to Ausgrid as lessee.

On registration of the lease, caveat AI274516 should be removed.

Yours faithfully
Bartier Perry



Pas Crino | Consultant
D +612 8281 7807 F +612 8281 7805
pcrino@bartier.com.au



Form: 07SL
Release: 4-4

SUBLEASE

AK971352V

New South Wales
Real Property Act 1900

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Office of State Revenue use only

(A) HEAD LEASE

(B) TORRENS TITLE

Property leased

The land identified in Schedule 4 of Annexure A.

(C) LODGED BY

Document
Collection
Box

27C

Name, Address or DX, Telephone, and Customer Account Number if any

Herbert Smith Freehills, DX 361 Sydney
(02) 9225 5000 LLPN: 124217E

Reference: 82586412

CODE

SL

(D) SUBLESSOR

See page 3 of Annexure A

The sublessor leases to the sublessee the property referred to above.

(E)

Encumbrances (if applicable):

(F) SUBLESSEE

See page 3 of Annexure A

(G)

TENANCY: Tenants in Common

(H) 1. **TERM** 98 years and 364 days subject to terms and conditions in Annexure A

2. **COMMENCING DATE** 1 DECEMBER 2016

3. **TERMINATING DATE** 29 NOVEMBER 2115

4. With an **OPTION TO RENEW** for a period of N.A.

set out in clause N.A. of N.A.

5. Together with and reserving the **RIGHTS** set out in clause No. N.A. of N.A.

6. Incorporates the provisions or additional material set out in **ANNEXURE(S)** Annexure A hereto.

7. Incorporates the provisions set out in N.A.

No. N.A.

8. The **RENT** is set out in clause No. 5 of Annexure A

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1309

Page 1 of 396

For updates & amendments to Reference Schedules see last 4 pages.

CR JB

AK971351

DATE 1 DECEMBER 2016

- (I) Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Company: _____
Authority: For execution by Sublessor, see page 393 of Annexure A

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:

Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.

Company: _____
Authority: For execution by Sublessee, see page 393 of Annexure A

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:

(I) STATUTORY DECLARATION*

I

solemnly and sincerely declare that—

1. The time for the exercise of option to renew in expired sublease No. _____ has ended; and
2. The sublessee under that sublease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at _____ in the State of New South Wales on _____

in the presence of _____ of _____

☐ Justice of the Peace (J.P. Number: _____) ☐ Practising Solicitor

☐ Other qualified witness [specify] _____

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a _____ [Omit ID No.]

Signature of witness:

Signature of applicant:

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Page 2 of 396

1309



Annexure A to Sublease – Distribution Network Sublease and Access
Agreement

Allens > < Linklaters

Annexure A to Sublease dated

1 DECEMBER 2016

Sublessor


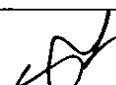
((D) of Form 07SL)

Blue Asset Partner Pty Ltd (ACN 615 217 493) as to a 50.4% share
ERIC Alpha Asset Corporation 1 Pty Ltd (ACN 612 974 044) as to a
12.4% share
ERIC Alpha Asset Corporation 2 Pty Ltd (ACN 612 975 023) as to a
12.4% share
ERIC Alpha Asset Corporation 3 Pty Ltd (ACN 612 975 032) as to a
12.4% share
ERIC Alpha Asset Corporation 4 Pty Ltd (ACN 612 975 078) as to a
12.4% share

Sublessee

((F) of Form 07SL)

Blue Op Partner Pty Ltd (ACN 615 217 500) as to a 50.4% share
ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) as to
a 12.4% share
ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975 121) as to
a 12.4% share
ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) as to
a 12.4% share
ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) as to
a 12.4% share

x
LR  SB 

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

Contents

| | | |
|----------|---|-----------|
| | It is agreed as follows. | 9 |
| 1 | Definitions and interpretation | 9 |
| 1.1 | Asset Partnership | 9 |
| 1.2 | Operator Partnership | 10 |
| 1.3 | Distribution Network Lease definitions | 12 |
| 1.4 | Definitions | 12 |
| 1.5 | Interpretation | 14 |
| 1.6 | Survival | 14 |
| 1.7 | Business Days | 14 |
| 1.8 | Trustee Party capacity | 14 |
| 1.9 | Inconsistency | 15 |
| 1.10 | Sublessee | 15 |
| 1.11 | Sublessee's Representatives | 15 |
| 2 | Sublease and nomination rights | 15 |
| 2.1 | Sublease | 15 |
| 2.2 | Sublease Term | 16 |
| 2.3 | Private Easements - nomination | 16 |
| 2.4 | Easements in Gross - nomination | 16 |
| 2.5 | Contractual Licences – nomination | 17 |
| 2.6 | Sublessee's obligations under easements and contractual licences | 17 |
| 2.7 | New Land | 18 |
| 2.8 | Authorisations | 18 |
| 2.9 | Operator | 18 |
| 2.10 | Access to Ancillary Assets | 18 |
| 2.11 | Registration of variations | 18 |
| 3 | Distribution Network Lease | 19 |
| 3.1 | Terms of Distribution Network Lease | 19 |
| 3.2 | Sublessee not to cause a breach of Distribution Network Lease | 19 |
| 3.3 | Acknowledgment | 19 |
| 3.4 | Exercise of Lessor's rights | 19 |
| 3.5 | Compliance with Distribution Network Lease | 19 |
| 3.6 | Sublessor to notify | 19 |
| 3.7 | Variation of Distribution Network Lease | 19 |
| 3.8 | Cooperation with Sublessor | 19 |
| 3.9 | Put and Call Option Agreements | 20 |
| 4 | Condition of Leased Assets, Leased Land and Ancillary Assets | 20 |
| 5 | Quarterly Land Rent, Quarterly Nomination Fee and other payments | 20 |
| 5.1 | Quarterly Land Rent | 20 |
| 5.2 | Quarterly Nomination Fee | 21 |
| 5.3 | Other payments | 21 |
| 5.4 | Rates and taxes | 21 |
| 5.5 | Sublessee to pay for Services | 21 |
| 5.6 | Payment of Quarterly Land Rent, Quarterly Nomination Fee and other payments | 21 |
| 5.7 | Default Interest | 21 |
| 5.8 | Rates and Taxes assessments | 22 |
| 6 | Use of Leased Assets and Land | 22 |

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

| | | |
|-----------|--|-----------|
| 6.1 | Use | 22 |
| 6.2 | Operation, Repair and Maintenance | 23 |
| 6.3 | Street Lighting System | 23 |
| 6.4 | Repairs and maintenance | 23 |
| 6.5 | Subject to Lease | 24 |
| 6.6 | Operational disruption | 24 |
| 7 | Records, Information and Inspection | 25 |
| 7.1 | Records | 25 |
| 7.2 | Information | 25 |
| 7.3 | Inspection | 26 |
| 7.4 | Notification | 26 |
| 7.5 | Asset register | 26 |
| 7.6 | No release from liability or responsibility | 27 |
| 8 | Title and Quiet Enjoyment | 27 |
| 8.1 | Title | 27 |
| 8.2 | Protection of title | 27 |
| 8.3 | Quiet Enjoyment | 27 |
| 8.4 | Encumbrances | 28 |
| 9 | Insurance | 28 |
| 9.1 | Naming of Sublessee | 28 |
| 9.2 | Requirements | 28 |
| 10 | Risk and Indemnities | 29 |
| 10.1 | Risk | 29 |
| 10.2 | Indemnity and release | 29 |
| 10.3 | Indemnity continuing | 31 |
| 10.4 | Insurance not to limit indemnity | 31 |
| 10.5 | No requirement for expense before enforcement of indemnity | 31 |
| 11 | Operating Budgets | 31 |
| 12 | Termination | 32 |
| 12.1 | Coterminous with Distribution Network Lease | 32 |
| 12.2 | Termination by Sublessor | 32 |
| 13 | Return on Expiry or Termination | 32 |
| 13.1 | Return condition | 32 |
| 13.2 | Failure to return assets in required condition | 34 |
| 13.3 | Actions during the Sublease Term | 34 |
| 14 | Acquisition and Transfer of Certain Additional Network Assets and Additional Network Land | 34 |
| 15 | Force Majeure | 35 |
| 15.1 | Force Majeure Event | 35 |
| 15.2 | Claims for relief | 35 |
| 15.3 | Suspension of obligations | 35 |
| 15.4 | Mitigation | 36 |
| 15.5 | Effect on Sublease Term | 36 |
| 16 | Security Interests, Assignments and Subletting | 36 |
| 16.1 | Security Interests | 36 |
| 16.2 | Permitted assignments | 36 |
| 16.3 | Subletting | 37 |

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

| | | |
|-----------|--|-----------|
| 17 | Taxes and Costs | 37 |
| 18 | Dispute resolution | 37 |
| 18.1 | Dispute resolution process | 37 |
| 18.2 | Independent expert | 38 |
| 19 | Confidentiality | 39 |
| 19.1 | General Obligations | 39 |
| 19.2 | Exceptions | 39 |
| 19.3 | Notice | 41 |
| 20 | Notices | 41 |
| 20.1 | Provision of notices | 41 |
| 20.2 | Authorised persons | 44 |
| 21 | Entire agreement | 44 |
| 22 | No waiver | 45 |
| 23 | Rights cumulative | 45 |
| 24 | Amendment | 45 |
| 25 | Further assurances | 45 |
| 26 | No merger | 45 |
| 27 | Severability of provisions | 45 |
| 28 | GST | 46 |
| 28.1 | GST to be added to amounts payable | 46 |
| 28.2 | Liability net of GST | 46 |
| 28.3 | Timing of the payment of the GST Amount | 46 |
| 28.4 | Revenue exclusive of GST | 46 |
| 28.5 | Cost exclusive of GST | 46 |
| 28.6 | Adjustment Event | 46 |
| 28.7 | GST Group | 46 |
| 28.8 | Non-monetary Consideration | 46 |
| 28.9 | Definitions | 47 |
| 28.10 | Partnership capacity | 47 |
| 29 | Representations and warranties | 47 |
| 29.1 | Sublessor Partners and Sublessee Partners | 47 |
| 29.2 | Sublessor and Sublessee | 47 |
| 29.3 | Trustee Party Authority | 48 |
| 30 | Caveats | 49 |
| 31 | Sublease Deed | 49 |
| 32 | Set-off | 49 |
| 33 | General PPSA Provisions | 49 |
| 34 | Exclusion of legislative provisions | 50 |
| 35 | Governing law and jurisdiction | 50 |
| | Schedule 1 – Reference Schedule | 51 |
| | Schedule 2 – Quarterly Land Rent | 53 |
| | Schedule 3 – Quarterly Nomination Fee | 55 |
| | Schedule 4 – Leased Land | 56 |
| | Schedule 5 – Old System Leases | 56 |
| | Schedule 6 – Unregistered Leases | 56 |

Annexure A to Sublease – Distribution Network Sublease and Access
Agreement

Allens > < Linklaters

Signing Page

393

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

Agreed terms

Parties

- 1 Ausgrid Asset Partnership (ABN 48 622 605 040) of Level 33, 50 Lonsdale Street, Melbourne VIC 3000, a partnership carried on under that name by:
 - (a) Blue Asset Partner Pty Ltd (ACN 615 217 493) of Level 33, 50 Lonsdale Street, Melbourne VIC 3000 as trustee for Blue Asset Partner Trust (**Private Sublessor**);
 - (b) ERIC Alpha Asset Corporation 1 Pty Ltd (ACN 612 974 044) of C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000 as trustee for ERIC Alpha Asset Trust 1 (**ERIC Sublessor 1**);
 - (c) ERIC Alpha Asset Corporation 2 Pty Ltd (ACN 612 975 023) of C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000 as trustee for ERIC Alpha Asset Trust 2 (**ERIC Sublessor 2**);
 - (d) ERIC Alpha Asset Corporation 3 Pty Ltd (ACN 612 975 032) of C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000 as trustee for ERIC Alpha Asset Trust 3 (**ERIC Sublessor 3**); and
 - (e) ERIC Alpha Asset Corporation 4 Pty Ltd (ACN 612 975 078) of C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000 as trustee for ERIC Alpha Asset Trust 4 (**ERIC Sublessor 4**),(the **Sublessor**).
- 2 The following, each in their personal capacity:
 - (a) Private Sublessor;
 - (b) ERIC Sublessor 1;
 - (c) ERIC Sublessor 2;
 - (d) ERIC Sublessor 3; and
 - (e) ERIC Sublessor 4.
- 3 Ausgrid Operator Partnership (ABN 78 508 211 731) of Level 33, 50 Lonsdale Street, Melbourne VIC 3000, a partnership carried on under that name by:
 - (a) Blue Op Partner Pty Ltd (ACN 615 217 500) of Level 33, 50 Lonsdale Street, Melbourne VIC 3000 as trustee for Blue Op Partner Trust (**Private Sublessee**);
 - (b) ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) of C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000 as trustee for ERIC Alpha Operator Trust 1 (**ERIC Sublessee 1**);
 - (c) ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975 121) of C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000 as trustee for ERIC Alpha Operator Trust 2 (**ERIC Sublessee 2**);
 - (d) ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) of C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000 as trustee for ERIC Alpha Operator Trust 3 (**ERIC Sublessee 3**); and
 - (e) ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) of C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000 as trustee for ERIC Alpha Operator Trust 4 (**ERIC Sublessee 4**),

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

(the *Sublessee*).

4 The following, each in their personal capacity:

- (a) Private Sublessee;
- (b) ERIC Sublessee 1;
- (c) ERIC Sublessee 2;
- (d) ERIC Sublessee 3; and
- (e) ERIC Sublessee 4.

It is agreed as follows.

1 Definitions and interpretation

1.1 Asset Partnership

- (a) This clause 1.1 applies if the Sublessor comprises a partnership despite the partners in the partnership being listed as tenants in common on page 3 of this Annexure A for the purposes of the Sublessor's details in Form 07SL under the *Real Property Act 1900* (NSW). If the Sublessor is not a partnership, this clause 1.1 will cease to apply and any references to Sublessor Partners in this Sublease will no longer apply.
- (b) Subject to paragraph 1.1(d):
 - (i) the obligations, undertakings, covenants, warranties, indemnities and liabilities of the Sublessor under this Sublease bind all the Sublessor Partners jointly and severally; and
 - (ii) except to the extent clause 16.2(c) provides otherwise, this Sublease binds and will continue to bind the Sublessor Partners jointly and severally despite the dissolution, or any change at any time in the constitution, of the Asset Partnership, or any change at any time in the Law regarding partnerships, and, in respect of accrued rights and liabilities as between the Sublessee and a Sublessor Partner, will continue to bind that Sublessor Partner even if an entity ceases to be a Sublessor Partner.
- (c) All references to the Sublessor in:
 - (i) the definitions of Additional Network Assets, Additional Network Land and Associate (as incorporated into this Sublease by virtue of clause 1.3); and
 - (ii) clauses 16.2 (Permitted assignments), 19 (Confidentiality), 30 (Caveats) and 35 (Governing law and jurisdiction),will be read as including a reference to all Sublessor Partners jointly in partnership and to each Sublessor Partner severally.
- (d) Paragraph (b) has no application to clauses 1.8 (Trustee Party capacity), 16.2(c) (Permitted assignment) and 29 (Representations and warranties). Those clauses bind the Sublessor Partnership or the Sublessor Partners (as the case may be) on their specific terms.
- (e) Except where expressly stated otherwise, where any provision of this Sublease requires or contemplates:
 - (i) the consent, approval or agreement of, or direction by, the Sublessor for a matter, the consent, approval or agreement of, or direction by, any Sublessor

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

- Partnership Representative will be deemed to constitute the consent, approval or agreement of, or direction by, all Sublessor Partners; or
- (ii) the Sublessor meeting or conferring with the Sublessee, then attendance, and decisions made, by any Sublessor Partnership Representative will be deemed to constitute attendance, and decisions made, by all Sublessor Partners.
- (f) The Sublessee:
- (i) is entitled to seek information from or give notices and directions to any Sublessor Partnership Representative (on behalf of the Sublessor) and, except where expressly stated otherwise, is not required to seek information or give notices or directions to each individual Sublessor Partner; and
 - (ii) need not inquire whether the Sublessor Partners (individually or collectively) have authorised the Sublessor Partnership Representative to do anything contemplated under this Sublease. Without limitation, in the absence of actual knowledge to the contrary, the Sublessee is entitled to assume that each of the Sublessor Partners have irrevocably:
 - (A) appointed the Sublessor Partnership Representative to act as the Sublessor's representative under this Sublease;
 - (B) authorised the Sublessor Partnership Representative to receive notices, give notices and directions and provide any information required to be given by the Sublessor under this Sublease; and
 - (C) agreed that any action of the Sublessor Partnership Representative binds each of them.
- If there is no Sublessor Partnership Representative nominated by the Sublessor, then:
- (iii) paragraphs (e) and (f)(i) and (ii) will apply such that any of the Sublessor Partners at any time is deemed to be the Sublessor Partnership Representative; except that
 - (iv) any information sought from the Sublessor, or notice or direction given by the Sublessee to the Sublessor, shall be sought from or given to each Sublessor Partner.

1.2 Operator Partnership

- (a) This clause 1.2 applies if the Sublessee comprises a partnership despite the partners in the partnership being listed as tenants in common on page 3 of this Annexure A for the purposes of the Sublessee's details in Form 07SL under the *Real Property Act 1900* (NSW). If the Sublessee is not a partnership, this clause 1.2 will cease to apply and any references to Sublessee Partners in this Sublease will no longer apply.
- (b) Subject to paragraph (d):
 - (i) the obligations, undertakings, covenants, indemnities and liabilities of the Sublessee under this Sublease bind all the Sublessee Partners jointly and severally; and
 - (ii) except to the extent clause 16.2(c) provides otherwise, this Sublease binds and will continue to bind the Sublessee Partners jointly and severally despite the dissolution, or any change at any time in the constitution, of the Operator Partnership, or any change at any time in the Law regarding partnerships, and, in respect of accrued rights and liabilities as between the Sublessor and a

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

Sublessee Partner, will continue to bind that Sublessee Partner even if an entity ceases to be a Sublessee Partner.

- (c) All references to the Sublessee in:
- (A) the definitions of Additional Network Assets, Additional Network Land, Associate and Partnership Group (as incorporated into this Sublease by virtue of clause 1.3); and
 - (B) clauses 16.1(a) (Security Interests), 16.2 (Permitted assignments), 16.3 (Subletting), 19 (Confidentiality), 30 (Caveats) and 35 (Governing law and jurisdiction),
- will be read as including a reference to all Sublessee Partners jointly in partnership and to each Sublessee Partner severally.
- (d) Paragraph (b) has no application to clauses 1.8 (Trustee Party capacity), 16.2(c) (Permitted assignment) and 29 (Representations and warranties). Those clauses bind the Sublessee Partnership or the Sublessee Partners (as the case may be), on their specific terms.
- (e) Except where expressly stated otherwise, where any provision of this Sublease requires or contemplates:
- (i) the consent, approval or agreement of, or direction by, the Sublessee for a matter, the consent, approval or agreement of, or direction by, any Sublessee Partnership Representative will be deemed to constitute the consent, approval or agreement of, or direction by, all Sublessee Partners; or
 - (ii) the Sublessee meeting or conferring with the Sublessor, then attendance, and decisions made, by any Sublessee Partnership Representative will be deemed to constitute attendance, and decisions made, by all Sublessee Partners.
- (f) The Sublessor:
- (i) is entitled to seek information from or give notices and directions to any Sublessee Partnership Representative (on behalf of the Sublessee) and, except where expressly stated otherwise, is not required to seek information or give notices or directions to each individual Sublessee Partner; and
 - (ii) need not inquire whether the Sublessee Partners (individually or collectively) have authorised the Sublessee Partnership Representative to do anything contemplated under this Sublease. Without limitation, in the absence of actual knowledge to the contrary, the Sublessee is entitled to assume that each of the Sublessee Partners have irrevocably:
 - (A) appointed the Sublessee Partnership Representative to act as the Sublessee's representative under this Sublease;
 - (B) authorised the Sublessee Partnership Representative to receive notices, give notices and directions and provide any information required to be given by the Sublessee under this Sublease; and
 - (C) agreed that any action of the Sublessee Partnership Representative binds each of them.
- If there is no Sublessee Partnership Representative nominated by the Sublessee, then:
- (iii) paragraphs (e) and (f)(i) and (ii) will apply such that any of the Sublessee Partners at any time is deemed to be the Sublessee Partnership Representative; except that

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

- (iv) any information sought from the Sublessee, or notice or direction given by the Sublessor to the Sublessee, shall be sought from or given to each Sublessee Partner

1.3 Distribution Network Lease definitions

Terms used in this Sublease that are defined in clause 1.2 of the Distribution Network Lease have the same meaning as in the Distribution Network Lease, unless those terms are defined in this Sublease or the context requires otherwise. For the avoidance of doubt, references to the Lessee and Permitted Sublessee in such defined terms in the Distribution Network Lease will be read as references to the Sublessor and Sublessee, respectively, when applied in this Sublease.

1.4 Definitions

The following definitions apply unless the context requires otherwise.

Ancillary Assets means such assets as are owned, leased, licensed or otherwise the subject of rights to use held by the Sublessor from time to time in connection with the management, operation and maintenance of the Leased Assets, the Leased Land or the Network Land (excluding the Leased Assets and the Leased Land). Ancillary Assets includes any Customer Metering Assets owned, leased or otherwise the subject of rights to use held by the Sublessor.

Asset Partnership has the meaning given to the term "Partnership" in the Distribution Network Lease.

Commencement Date means 1 December 2016.

CPI means the Consumer Price Index (Sydney all groups) published by the Australian Bureau of Statistics. If that index ceases to be published or is substantially changed, CPI shall be such other index as may be determined by the Sublessor as a suitable benchmark for recording general movements in prices.

Default Rate means a rate equivalent to 4% per annum above the Bank Bill Rate during any period in which an amount payable under this Sublease remains unpaid.

Distribution Network Lease means the Distribution Network Lease between the Lessor and the Sublessor (as the Lessee) dated on or about the date of this Sublease.

Force Majeure Event has the meaning given in clause 15.1.

Lessor means the lessor from time to time under the Distribution Network Lease, which as at the Commencement Date is Ausgrid (ABN 67 505 337 385).

Operating Budget means an operating budget prepared by the Sublessee in accordance with clause 11.

Operator Partnership means the partnership carried on under that name under the Operator Partnership Deed, or such other partnership which acquires the interest of the Sublessee under this Sublease consistently with its terms.

Operator Partnership Deed means the deed dated 20 October 2016 between each of the Sublessee Partners.

Quarter means a three month period ending on 31 March, 30 June, 30 September or 31 December.

Quarterly Land Rent, for a Quarter, means the amount determined in accordance with Schedule 2.

Quarterly Nomination Fee, for a Quarter, means the amount determined in accordance with Schedule 3.

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

Sublease means this Distribution Network Sublease and Access Agreement.

Sublease Deed means the Sublease Deed dated on or about the date of this Sublease between the Lessor, the Sublessor and the Sublessee.

Sublease End Date means the date on which the sublease of the Leased Assets and the Leased Land under this Sublease comes to an end for any reason.

Sublease Term has the meaning given in clause 2.2.

Sublessee Partnership Representative means such person (if any) as nominated, and notified to the Sublessor by the Sublessee from time to time to be the Sublessee Partnership Representative.

Sublessee Partner means a partner in the Operator Partnership from time to time. As at the Commencement Date, the following entities are Sublessee Partners:

- (a) Private Sublessee;
- (b) ERIC Sublessee 1;
- (c) ERIC Sublessee 2;
- (d) ERIC Sublessee 3; and
- (e) ERIC Sublessee 4.

Sublessee's Representatives means any officer, employee, agent, contractor, consultant, adviser, licensee or invitee of the Sublessee, including Network Management and the Sublessee Partnership Representative and their respective officers, employees, agents, contractors, consultants, advisers, licensees and invitees, but does not include the Sublessor or the Sublessor's Representatives.

Sublessor Partnership Representative means such person (if any) as nominated, and notified to the Sublessee by the Sublessor from time to time to be the Sublessor Representative.

Sublessor Partner means a partner in the Asset Partnership from time to time. As at the Commencement Date, the following entities are Sublessor Partners:

- (a) Private Sublessor;
- (b) ERIC Sublessor 1;
- (c) ERIC Sublessor 2;
- (d) ERIC Sublessor 3; and
- (e) ERIC Sublessor 4.

Sublessor Partnership Deed has the meaning given to the term "Partnership Deed" in the Distribution Network Lease.

Sublessor's Representatives means any officer, employee, agent, contractor, consultant, adviser or invitee of the Sublessor, including Network Management and the Sublessor Partnership Representative and their respective officers, employees, agents, contractors, consultants, advisers, licensees and invitees, but does not include the Sublessee or the Sublessee's Representatives.

Subsequent Easement in Gross means an Easement in Gross that is created after the Commencement Date for the purposes described in clause 2.5(b) or 2.6(b) of the Distribution Network Lease.

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

Subsequent Private Easement means a Private Easement that is created after the Commencement Date for the purposes described in clause 2.4(b) of the Distribution Network Lease.

Trustee Parties has the meaning given to that term in clause 1.8(a) and Trustee Party means any one of them.

1.5 Interpretation

Clause 1.3 (Interpretation) and 1.7 (Consents or approvals) of the Distribution Network Lease apply as if set out in full in this Sublease and as if references in those clauses to:

- (a) the Lease were references to this Sublease; and
- (b) the Lessor and Lessee were references to the Sublessor and the Sublessee (respectively).

1.6 Survival

In addition to this clause 1.6, the following clauses survive the expiry or earlier termination of this Sublease: clauses 1.1 to 1.5 (inclusive) 1.8 to 1.11 (inclusive), 7.1(c), 9.2(c), (d), 10, 13, 14, 17 to 28 (inclusive), and 35.

1.7 Business Days

If a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.8 Trustee Party capacity

- (a) The entities that enter into and perform this Sublease as trustee of a trust (**Trustee Parties**) do so in that, and in no other, capacity.
- (b) Subject to clause 1.8(d), any liability of a Trustee Party arising under or in connection with this Sublease is limited to the extent to which that Trustee Party is entitled to be indemnified for that liability out of the assets of the relevant trust.
- (c) Subject to clause 1.8(d), no person will be entitled to:
 - (i) claim from or commence proceedings against a Trustee Party in respect of any Loss under this Sublease in any capacity other than as the trustee of the relevant trust;
 - (ii) seek the appointment of an Insolvency Official to any assets of the relevant trust, or prove in any liquidation, administration or arrangement of or affecting the Trustee party, except in relation to the assets of the relevant trust; or
 - (iii) enforce or seek to enforce any judgment in respect of a Loss under this Sublease against a Trustee Party in any capacity other than as trustee of the relevant trust.
- (d) The provisions of this clause 1.8 do not apply to any obligation or liability of a Trustee Party to the extent that it is not satisfied because there is (whether under the relevant trust deed or by operation of Law) a reduction in the extent, or an extinguishment, of the Trustee Party's indemnification out of the assets of the relevant trust as a result of:
 - (i) the Trustee Party's fraud, negligence or breach of trust;
 - (ii) the Trustee Party having acted beyond power or improperly in relation to the relevant trust; or
 - (iii) any act intended to reduce or extinguish the Trustee Party's indemnification out of the assets of the relevant trust.

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

- (e) Each Trustee Party represents and warrants that, and undertakes to ensure that:
 - (i) the Trustee Party's right of indemnity out of, and lien over, the assets of the relevant trust as at the Commencement Date are not, and will not be, limited in any way; and
 - (ii) the Trustee Party does not, and will not, have any liability which may be set off against that right of indemnity.
- (f) This clause 1.8 applies:
 - (i) despite any other provision of this Sublease; and
 - (ii) to each Trustee Party severally and the obligations, undertakings, warranties and representations and liabilities under this 1.8 are several and not joint nor joint and several.

1.9 Inconsistency

To the extent of any inconsistency between this Sublease and the Sublease Deed, the Sublease Deed will prevail.

1.10 Sublessee

The Sublessee acknowledges and agrees that it is to be regarded as a Permitted Sublessee for the purposes of the Distribution Network Lease.

1.11 Sublessee's Representatives

Every obligation under this Sublease on the part of the Sublessee will be deemed to include a covenant by the Sublessee to procure compliance with the obligation by each of the Sublessee's Representatives.

2 Sublease and nomination rights

2.1 Sublease

- (a) In accordance with clause 23.3 of the Distribution Network Lease, the Sublessor subleases to the Sublessee, with effect from the Commencement Date and for the Sublease Term, and on the terms and conditions of this Sublease, such of the Leased Property as is leased to the Sublessor from time to time under the Distribution Network Lease.
- (b) For the avoidance of doubt, the sublease of the Leased Assets and the Leased Land is subject to all Encumbrances, leases, licences, reservations and other rights (whether arising under Law or contract) that relate to the Leased Assets and the Leased Land and that:
 - (i) have been granted or entered into by the Lessor and are in existence as at the Commencement Date;
 - (ii) come into existence after the Commencement Date under or in connection with the operation of contracts or arrangements entered into by the Lessor prior to the Commencement Date and in accordance with provisions in those contracts or arrangements as such provisions stood immediately prior to the Commencement Date; or
 - (iii) come into existence after the Commencement Date as a result of actions taken in accordance with the Distribution Network Lease or this Sublease.

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

2.2 Sublease Term

- (a) The Sublease Term commences on the Commencement Date and ends on the earlier of:
 - (i) the end of the day before the Term expires; and
 - (ii) the date of termination of this Sublease under clause 12.2.
- (b) If the Term under the Distribution Network Lease is extended in accordance with clause 17.1(a) of the Distribution Network Lease then the Sublessee must register a variation of this Sublease which (subject to any termination of this Sublease under clause 12.2) records a corresponding extension of the Sublease Term.

2.3 Private Easements - nomination

- (a) The Sublessor and Sublessee acknowledge that:
 - (i) by virtue of vesting orders made under the Act, the Sublessor and any nominee of the Sublessor are each entitled to exercise the rights and entitlements conferred on the Lessor under the Original Private Easements until the earlier of the end of the term of the relevant Original Private Easement and the Lease End Date; and
 - (ii) under the terms of the Distribution Network Lease, where a Private Easement is created after the Commencement Date and a purpose of it is to permit the location of any Leased Network Assets on, above or under any land, to provide access to any Leased Network Assets so as to enable the Leased Network Assets to be operated, repaired or maintained, or to enable the provision by the Lessor, the Sublessor or any nominee of the Sublessor of Services in connection with any Leased Network Assets, the terms of the Private Easement may be such that:
 - (A) the Sublessor and its nominees are entitled to exercise the rights and entitlements conferred on the Lessor under the Private Easement until the earlier of the end of the term of the Private Easement and the Lease End Date; and
 - (B) the Sublessor and its nominees cease to be entitled to exercise the rights and entitlements conferred on the Lessor under the Private Easement with effect from the earlier of the end of the term of the Private Easement and the Lease End Date.
- (b) In consideration for payment by the Sublessee of the Quarterly Nomination Fee for a Quarter, the Sublessor agrees to nominate the Sublessee as its sole nominee for that Quarter for the purposes of exercising the rights and entitlements conferred on the Lessor under the Original Private Easements, and under the Subsequent Private Easements, as referred to, and on the terms referred to, in clause 2.3(a).
- (c) Notwithstanding anything else in this clause 2.3, the nomination of the Sublessee under this clause 2.3 ceases on the Sublease End Date.

2.4 Easements in Gross - nomination

- (a) The Sublessor and Sublessee acknowledge that:
 - (i) by virtue of vesting orders made under the Act, the Sublessor and any nominee of the Sublessor are each entitled to exercise the rights and entitlements conferred on the Lessor under the Original Easements in Gross until the earlier of

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

the end of the term of the relevant Original Easement in Gross and the Lease End Date; and

- (ii) under the terms of the Distribution Network Lease, where an Easement in Gross is created after the Commencement Date and a purpose of it is to permit the location of any Leased Network Assets on, above or under any land, to provide access to any Leased Network Assets so as to enable the Leased Network Assets to be operated, repaired or maintained, or to enable the provision by the Lessor, the Sublessor or any nominee of the Sublessor of Services in connection with any Leased Network Assets, the terms of the Easement in Gross may be such that:
 - (A) the Sublessor and its nominees are entitled to exercise the rights and entitlements conferred on the Lessor under the Easement in Gross until the earlier of the end of the term of the Easement in Gross and the Lease End Date; and
 - (B) the Sublessor and its nominees cease to be entitled to exercise the rights and entitlements conferred on the Lessor under the Easement in Gross with effect from the earlier of the end of the term of the Easement in Gross and the Lease End Date.
- (b) In consideration for payment by the Sublessee of the Quarterly Nomination Fee for a Quarter, the Sublessor agrees to nominate the Sublessee as its sole nominee for that Quarter for the purposes of exercising the rights and entitlements conferred on the Lessor under the Original Easements in Gross, and under the Subsequent Easements in Gross, as referred to, and on the terms referred to, in clause 2.4(a).
- (c) Notwithstanding anything else in this clause 2.4, the nomination of the Sublessee under this clause 2.4 ceases on the Sublease End Date.

2.5 Contractual Licences – nomination

- (a) The Sublessor and Sublessee acknowledge that certain Contractual Licences that are granted in favour of the Lessor (as the grantee) may be expressed to authorise the Sublessor and its nominees to locate Leased Network Assets on, above or under land or to access Leased Network Assets (including by virtue of a variation to the terms and conditions of that Contractual Licence that is made by a vesting order made under the Act).
- (b) In consideration for payment by the Sublessee of the Quarterly Nomination Fee for a Quarter, the Sublessor agrees to nominate the Sublessee as its sole nominee for that Quarter for the purposes of exercising the rights and entitlements conferred on the Lessor under such Contractual Licences.
- (c) Notwithstanding anything else in this clause 2.5, the nomination of the Sublessee under this clause 2.5 ceases on the Sublease End Date.

2.6 Sublessee's obligations under easements and contractual licences

For so long as it is the Sublessor's nominee under clauses 2.3, 2.4 or 2.5, the Sublessee undertakes that it will, except to the extent expressly provided for in this Sublease:

- (a) discharge and satisfy all of the duties, liabilities and obligations of the Lessor, the Sublessor and itself arising out of or in respect of the relevant Private Easement, Easement in Gross or Contractual Licence;

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

- (b) comply with and satisfy all the requirements and conditions attaching to the Lessor, the Sublessor and itself under the relevant Private Easement, Easement in Gross or Contractual Licence; and
- (c) comply with all applicable Laws and Authorisations with respect to the exercise of any rights or the discharge of any obligations arising under the relevant Private Easement, Easement in Gross or Contractual Licence.

2.7 New Land

The Sublessee agrees not to exercise the Lessor's land acquisition functions under section 36 of the Act and acknowledges and agrees that, as between the Sublessor and the Sublessee, only the Sublessor may exercise those functions on behalf of the Lessor.

2.8 Authorisations

The Sublessee must obtain, keep current and comply with all Authorisations, and otherwise comply with all Laws (including in so far as such Authorisations and Laws relate to the Regulatory Regime), that are required to be obtained, kept or complied with in order for the Sublessee to manage, operate, repair, maintain and use the Leased Network Assets, the Leased Land and the Network Land in accordance with this Sublease.

2.9 Operator

The Sublessee must ensure that at all times during the Sublease Term it is the operator of the Leased Network for the purposes of the Regulatory Regime (unless another person is authorised for that purpose with the written consent of the Lessor under clause 2.13 of the Distribution Network Lease or a Governmental Agency or a step-in operator is appointed to operate the Leased Network in accordance with Law).

2.10 Access to Ancillary Assets

- (a) In consideration for payment by the Sublessee of the Quarterly Nomination Fee for a Quarter, the Sublessor agrees to make available and grant full unhindered access to the Sublessee and the Sublessee's Representatives all Ancillary Assets for that Quarter without interruption or disturbance by the Sublessor except to the extent the Sublessor exercises such rights as are expressly or impliedly conferred on it under this Sublease or arising under Law.
- (b) Unless otherwise agreed by the Sublessor, the Sublessee must only use the Ancillary Assets for the purpose of conducting an electricity network business, customer metering business or for the purpose of undertaking public street lighting.

2.11 Registration of variations

The Sublessee must register a variation of this Sublease with the LPI as soon as practicable after any variation of the Distribution Network Lease is registered by the Sublessor with the LPI in connection with:

- (a) any land being leased by the Lessor to the Sublessor pursuant to clause 2.10, 2.17 or 2.18 of the Distribution Network Lease; or
- (b) the surrender of any part of the Leased Land pursuant to clause 9.6 or 21 of the Distribution Network Lease.

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

3 Distribution Network Lease

3.1 Terms of Distribution Network Lease

The Sublessee acknowledges that it has been given a copy of, and has read and understood, the Distribution Network Lease.

3.2 Sublessee not to cause a breach of Distribution Network Lease

The Sublessee must not do, permit or omit to do anything which causes or may cause a breach of the Distribution Network Lease by the Sublessor and must exercise its rights, and perform its obligations, under this Sublease in a manner that is consistent with the exercise of the Sublessor's rights, and the performance of the Sublessor's obligations, under the Distribution Network Lease.

3.3 Acknowledgment

The Sublessor and Sublessee acknowledge and agree that:

- (a) this Sublease is subject to all reservations contained in the Distribution Network Lease; and
- (b) the rights of the Sublessee under this Sublease are subject to and subordinate to the rights of the Lessor under the Distribution Network Lease.

3.4 Exercise of Lessor's rights

The Sublessee must permit the Lessor to exercise, and not hinder the Lessor in the exercise of, the Lessor's rights in relation to the Leased Assets, the Leased Land and the Network Land, including the Lessor's rights under the Distribution Network Lease to:

- (a) rectify breaches of the Sublessor's obligations under the Distribution Network Lease; and
- (b) enter into possession of the Leased Assets and the Leased Land.

3.5 Compliance with Distribution Network Lease

- (a) The Sublessor must comply with its obligations under the Distribution Network Lease, provided that it shall not be in default of this obligation to the extent the failure to comply is the result of the Sublessee failing to comply with its obligations under this Sublease.
- (b) The Sublessor must use reasonable endeavours to ensure that the Lessor complies with its obligations under the Distribution Network Lease, but the Sublessor is not liable for any failure by the Lessor to do so.

3.6 Sublessor to notify

The Sublessor must promptly provide the Sublessee with a copy of any notice received from the Lessor in relation to any breach or termination of the Distribution Network Lease.

3.7 Variation of Distribution Network Lease

The Sublessor must not agree to vary the terms of the Distribution Network Lease without the Sublessee's prior consent.

3.8 Cooperation with Sublessor

- (a) At the request of the Sublessor, the Sublessee must, at the Sublessee's cost, perform, or assist the Sublessor in the performance of, such of the Sublessor's obligations under clauses 12 (Work health and safety), 13 (Heritage and cultural heritage), 14 (Native Title) and 15 (Aboriginal Land Claim) of the Distribution Network Lease as are notified to the Sublessee by the Sublessor.

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

- (b) The Sublessee agrees to, and is bound by, the acknowledgments given by the Sublessor under clauses 13 (Heritage and cultural heritage), 14 (Native Title) and 15 (Aboriginal Land Claim) of the Distribution Network Lease as if (to the extent applicable) they related to this Sublease.

3.9 Put and Call Option Agreements

- (a) At the request of the Sublessee, the Sublessor must, at the Sublessee's cost:
 - (i) exercise its rights and perform its obligations; and
 - (ii) use reasonable endeavours to procure that the Lessor complies with its obligations,under clause 9.6 (Put and Call Option Agreements) of the Distribution Network Lease as directed by the Sublessee so as to enable the Sublessee to exercise its rights or perform its obligations under a Put and Call Option Agreement and any contract contemplated by that Put and Call Option Agreement.
- (b) The parties acknowledge that:
 - (i) despite the grant of this Sublease, the Sublessee must comply with the obligations of the Lessor under the Put and Call Option Agreements; and
 - (ii) those obligations have been transferred to the Sublessee by virtue of a vesting order under the Act.

4 Condition of Leased Assets, Leased Land and Ancillary Assets

- (a) The Sublessee acknowledges and agrees that the Leased Assets and the Leased Land are subleased, and the Ancillary Assets made available, to the Sublessee under this Sublease in an 'as is where is' condition with all faults and defects, and no representation or warranty is given by the Sublessor (and the Sublessee acknowledges that it has made its own enquiries to its satisfaction) as to:
 - (i) the state or condition of the Leased Assets, the Leased Land or the Ancillary Assets;
 - (ii) the extent of the rights under the Private Easements, Easements in Gross, Contractual Licences and Statutory Rights and whether such rights are sufficient to enable the location on, above or under the land of, or access to, the Leased Network Assets; and
 - (iii) the status of compliance with any Laws or Authorisations or the requirements of any Governmental Agencies.
- (b) The Sublessee acknowledges and agrees that it takes a sublease of the Leased Assets and the Leased Land, and a lease of the Ancillary Assets, from the Sublessor subject to:
 - (i) all and any outstanding notices, requisitions or requirements of Governmental Agencies which apply at the Commencement Date; and
 - (ii) any notices, requisitions or requirements of Governmental Agencies which may apply following the Commencement Date.

5 Quarterly Land Rent, Quarterly Nomination Fee and other payments

5.1 Quarterly Land Rent

- (a) The Sublessee must pay to the Sublessor (or as otherwise directed by the Sublessor) the Quarterly Land Rent for a Quarter in advance on or before the commencement of that

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

Quarter or (in the case of the first Quarter that commences before, but ends after, the Commencement Date) on the Commencement Date.

- (b) The Sublessor and the Sublessee acknowledge and agree that the Quarterly Land Rent is consideration for the subleasing by the Sublessor to the Sublessee of the Leased Assets and the Leased Land in accordance with clause 2.1.

5.2 Quarterly Nomination Fee

- (a) The Sublessee must pay to the Sublessor (or as otherwise directed by the Sublessor) the Quarterly Nomination Fee for a Quarter in advance on or before the commencement of that Quarter or (in the case of the first Quarter that commences before, but ends after, the Commencement Date) on the Commencement Date.
- (b) The Sublessor and Sublessee acknowledge and agree that the Quarterly Nomination Fee is consideration for:
 - (i) the nomination of the Sublessee by the Sublessor as the Sublessor's sole nominee for the purposes of exercising the Lessor's rights and entitlements under the Private Easements, Easements in Gross and Contractual Licences as referred to in clauses 2.3, 2.4 and 2.5; and
 - (ii) making the Ancillary Assets available to the Sublessee in accordance with clause 2.10.

5.3 Other payments

The Sublessee must duly and punctually pay to the Sublessor all other money that is payable to the Sublessor under this Sublease.

5.4 Rates and taxes

Subject to clause 5.8, the Sublessee must:

- (a) pay, or procure the payment, to each Governmental Agency on time; or
 - (b) reimburse to the Sublessor on demand by the Sublessor,
- all Rates and Taxes without contribution from the Sublessor.

5.5 Sublessee to pay for Services

The Sublessee must pay, on time or otherwise on demand, all costs, charges and expenses for the supply of all Services which are required by the Sublessee for the Leased Assets, the Leased Land or the Network Land.

5.6 Payment of Quarterly Land Rent, Quarterly Nomination Fee and other payments

All payments by the Sublessee to the Sublessor under this Sublease must be made:

- (a) in immediately available and irrevocable funds to such bank account as the Sublessor may notify to the Sublessee from time to time; and
- (b) inclusive of all duties and statutory charges and without any set-off, deduction or withholding.

5.7 Default Interest

- (a) The Sublessee must pay to the Sublessor (or its nominee) interest on any amount payable to the Sublessor which remains unpaid at the end of the date on which that amount is due for payment under this Sublease (including interest payable under this clause 5.7).

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

- (b) Interest will accrue at the Default Rate on the outstanding amount on a daily basis from (and including) the date on which the amount became due and payable to the date the amount is paid in full both before and after judgment (as a separate and independent obligation).
- (c) The right to require payment of interest under this clause 5.7 is without prejudice to any other rights and remedies of the Sublessor in respect of any failure to make any payment due and payable under this Sublease.

5.8 Rates and Taxes assessments

- (a) The Sublessor must promptly give to the Sublessee copies of all assessments of Rates and Taxes received by the Sublessor during the Sublease Term (including from the Lessor), and all correspondence with the relevant Governmental Agency collecting such Rates and Taxes relating to them. If the Sublessee wishes to object to any such assessment or to pursue any further appeal proceedings (for example, against a valuation):
 - (i) the Sublessee will be entitled to do so in the name of the Sublessor; and
 - (ii) the Sublessee may require the Sublessor to exercise its rights under clause 6.7(a) of the Distribution Network Lease for that purpose,in which case such action will be at the cost of the Sublessee.
- (b) The Sublessee will be responsible for and indemnifies and must keep indemnified the Sublessor against any penalties or interest that may become payable as a consequence of the Sublessee not paying an assessment when due except to the extent the payment has not occurred by reason of the Sublessor failing to give the Sublessee a copy of the relevant assessment as required under clause 5.8(a) and the Sublessee has not otherwise received a copy of that assessment.
- (c) If requested by the Sublessee:
 - (i) the Sublessor must apply to the relevant Governmental Agency for a reduction in, or deduction from, the Sublessee's liability (or the Lessor's or Sublessor's liability, where that liability is passed onto the Sublessee under this Sublease) to pay land tax in respect of the Leased Land or the Network Land or a reduction in, or deduction from, any valuation relevant to the calculation of such land tax, but only to the extent the Sublessor is permitted by Law to apply for such reduction or deduction; and
 - (ii) the Sublessor must exercise its rights under clause 6.7(c) of the Distribution Network Lease in accordance with the Sublessee's directions (except to the extent such directions are inconsistent with clause 6.7(c) of the Distribution Network Lease),in which case such application and costs incurred by the Lessor (as referred to in clause 5.8(c)(i) or in clause 6.7(c) of the Distribution Network Lease) will be at the cost of the Sublessee.
- (d) Despite any Law to the contrary, the obligation of the Sublessee to pay all moneys under this Sublease will not abate for any reason.

6 Use of Leased Assets and Land

6.1 Use

The Sublessee:

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

- (a) must use the Leased Network Assets and the Network Land to conduct an electricity network business and for public lighting purposes; and
- (b) may use the Leased Assets, the Leased Land and the Ancillary Assets (to the extent of the rights conferred upon the Sublessee under this Sublease) for any other lawful purpose, provided that such use does not materially interfere with the use of the Leased Network Assets and the Network Land to conduct an electricity network business or for public lighting purposes.

6.2 Operation, Repair and Maintenance

The Sublessee must manage, operate, repair, maintain and use the Leased Assets, the Leased Land, the Network Land and the Ancillary Assets:

- (a) in a manner and to the extent necessary to enable the Sublessee to comply with its obligations under clause 13.1;
- (b) in accordance with all applicable Laws and the requirements of all relevant Authorisations, including in so far as such Laws and Authorisations:
 - (i) relate to the Regulatory Regime;
 - (ii) relate to safety, environmental matters, matters in respect of trade waste and dangerous goods, or the health and safety of people on or in the vicinity of the Leased Assets, the Leased Land and the Network Land; or
 - (iii) impose obligations on the Lessor or the Sublessor in relation to the management, operation, repair, maintenance or use of the Leased Assets, the Leased Land and the Network Land and the performance of those obligations by the Sublessee is not prohibited by the Law or Authorisation; and
- (c) in accordance with all notices, orders and directions lawfully given by any Governmental Agency including under the Regulatory Regime (and including in so far as they impose obligations on the Lessor or the Sublessor and the performance of those obligations by the Sublessee is not prohibited by Law or any Authorisation).

6.3 Street Lighting System

Without derogating from clause 6.2, for so long as there is no mandatory street lighting code under the *Electricity Supply (Safety & Network Management) Regulation 2014* (NSW) applicable to the operation of the Street Lighting System, the Sublessee must ensure that the Street Lighting System is managed, operated, repaired, maintained and used:

- (a) for the period up until five years after the Commencement Date – at least to the same standard to which it was managed, operated, repaired, maintained and used in the 12 month period immediately prior to the Commencement Date; and
- (b) thereafter – to the standard that would reasonably be expected from a prudent, efficient and experienced provider of public lighting services in Australia committed to meeting the needs of its public lighting customers under conditions comparable to those applicable to the Street Lighting System.

6.4 Repairs and maintenance

Subject to a clause 6.2:

- (a) The Sublessee must make such repairs to, and undertake such maintenance of, the Leased Assets, the Leased Land, the Ancillary Assets and the Network Land as and when those repairs and that maintenance are required by any applicable Law or Authorisation (including the Regulatory Regime).

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

- (b) The Sublessee may make such repairs to, and undertake such maintenance of, the Leased Assets, the Leased Land, the Ancillary Assets and the Network Land as the Sublessee considers necessary or desirable in the proper conduct of its business.
- (c) All repairs made to, and maintenance undertaken in respect of, the Leased Assets, the Leased Land, the Ancillary Assets or the Network Land under clauses 6.4(a) or (b) must be made or undertaken in a good and workmanlike manner and in accordance with Good Operating Practice.
- (d) Except as otherwise required by Law or directed by the Sublessor, the Sublessee must not make any replacements, alterations or modifications of, or any changes or additions to, the Leased Assets, the Leased Land, the Ancillary Assets or the Network Land except to the extent such replacements, alterations, modifications, changes or additions are undertaken for the purpose of repairing or maintaining the Leased Assets, the Leased Land, the Ancillary Assets or the Network Land.

6.5 Subject to Lease

- (a) The Sublessor and Sublessee acknowledge and agree that from the time that an asset first becomes part of the Leased Network, the Telecommunications Network or the Street Lighting System after the Commencement Date, or first becomes Network-Related Equipment after the Commencement Date, in accordance with clause 7.4(f) of the Distribution Network Lease:
 - (i) title to that asset is vested in or transferred to the Lessor and that asset is leased to the Sublessor under the Distribution Network Lease; and
 - (ii) that asset is subleased to the Sublessee under this Sublease.
- (b) The parties must do everything necessary to give effect to a vesting or transfer of title to the Lessor referred to in clause 6.5(a)(i) and to procure the release and discharge of all Security Interests over the asset prior to such vesting or transfer.

6.6 Operational disruption

- (a) If an event occurs which causes a significant disruption to the operation of the Leased Network such that the supply of electricity to one or more local government areas in New South Wales is materially diminished, then the Sublessee must take all such action as is required to restore the operation of the Leased Network as soon as possible.
- (b) The action that must be taken as referred to in clause 6.6(a) includes expending such money, and rostering on such employees and contractors, as may be required to promptly restore the affected supply of electricity but does not require:
 - (i) the settlement of strikes or other industrial action by yielding to unreasonable demands; or
 - (ii) the taking of any action that would put the Sublessee or any Partnership Group Entity in breach of any applicable Law or Authorisation (including as to the safety of the employees or contractors of the Sublessee or any or any Partnership Group Entity or who are otherwise engaged in the conduct of the Sublessee's business).
- (c) This clause 6.6 applies notwithstanding that the event may be a Force Majeure Event, and clause 15 does not apply to the extent that the application of clause 15 would derogate from the application of this clause 6.6. For the avoidance of doubt, the obligations under clause 6.6(a) are without limitation and are in addition to other obligations of the Sublessee under clause 6.2.

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

7 Records, Information and Inspection

7.1 Records

- (a) The Sublessee must:
 - (i) prepare and keep (or ensure the preparation and keeping of) all records and reports in respect of the Leased Assets, the Leased Land, the Additional Network Assets and the Additional Network Land that are required to be prepared and kept in respect of them under applicable Laws and Authorisations (including under the Regulatory Regime) in accordance with the requirements of those Laws and Authorisations; and
 - (ii) maintain copies of all Authorisations that are required by Law to be held for the purposes of managing, operating and using the Leased Assets, the Leased Land, the Additional Network Assets and the Additional Network Land (including under the Regulatory Regime).
- (b) The Sublessee must maintain (or ensure the maintenance of):
 - (i) a complete and current set of 'as built' plans and specifications and line diagrams in relation to the Leased Network Assets and the Additional Network Assets, and their configuration, design, construction and interconnection with other electricity transmission and distribution networks, in sufficient detail to enable an engineer not otherwise familiar with the Leased Network Assets and the Additional Network Assets to locate and identify the various parts of them;
 - (ii) a complete and current set of records relating to the operation, maintenance, use and condition of the Leased Assets, the Leased Land, the Network Land, the Additional Network Assets and the Additional Network Land (including daily operating logs that show electricity throughput); and
 - (iii) all relevant handbooks, training, maintenance and operating manuals and instructions, principal building layout lines, key site evaluations and information processes with respect to the Leased Network Assets and the Additional Network Assets and their interconnection with other electricity transmission and distribution networks,

in each case in accordance with Good Operating Practice. Such documents as are in existence as at the Commencement Date will be taken to satisfy this requirement for a period of six months following the Commencement Date.
- (c) The Sublessee must make the documents referred to in clause 7.1(b) available, and otherwise deal with them, in accordance with the Sublessor's directions.

7.2 Information

- (a) The Sublessee must, within a reasonable period after any request by the Sublessor, provide the Lessor, the Sublessor, the Lessor's Representatives and the Sublessor's Representatives with, and allow them to make copies of:
 - (i) information on the location, condition, operation and use of, and environmental matters associated with, the Leased Assets, the Leased Land, the Network Land, the Additional Network Assets and the Additional Network Land; and
 - (ii) any other information that the Sublessor may specify.
- (b) If so requested by the Sublessor or any of the Sublessor's Representatives, the Sublessee must make available to the Lessor, the Sublessor or any of the Lessor's

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

Representatives or Sublessor's Representatives a person or persons familiar with the Leased Assets, the Leased Land, the Network Land, the Additional Network Assets and the Additional Network Land for the purposes of assisting them to obtain an understanding of any information referred to in clause 7.2(a).

7.3 Inspection

- (a) The Sublessee must, as requested from time to time by the Sublessor, permit the Lessor, the Sublessor, the Lessor's Representatives and the Sublessor's Representatives to inspect any part of the Leased Assets, the Leased Land, or the Network Land.
- (b) The Sublessor must ensure that it and the Sublessor's Representatives, and must use reasonable endeavours to ensure that the Lessor and the Lessor's Representatives, when engaged in an inspection under clause 7.3(a):
 - (i) do not interfere with the Sublessee's operations or business;
 - (ii) undertake that inspection subject to the same limitations upon and conditions of access as apply to any third party visitor to the place where the relevant part of the Leased Assets, the Leased Land or the Network Land is located; and
 - (iii) comply with all safety requirements and other reasonable directions of the Sublessee in relation to such access.

7.4 Notification

- (a) The Sublessee must promptly notify the Sublessor of:
 - (i) any material loss or material damage to the Leased Assets, the Leased Land, the Network Land, any Additional Network Assets, any Additional Network Land or any part of them;
 - (ii) any suspension, cancellation, revocation, surrender or expiry of any of its Major Authorisations;
 - (iii) any proceeding or prosecution commenced under any Law against the Sublessee or any person engaged by the Sublessee, relating to the Leased Assets, the Leased Land or the Network Land that, if successful, is reasonably likely to have a materially adverse effect on the operation of the Leased Network;
 - (iv) any notification from a Governmental Agency, a person exercising a function under a Law, or an insurer under a Policy which indicates that the Sublessee may not be complying with this Sublease; and
 - (v) any notification from a Governmental Agency requiring the Lessor, the Sublessor, the Sublessee or any Partnership Group Entity to clean up any Contamination in respect of any Leased Land or any Network Land.
- (b) The Sublessor must promptly notify the Sublessee of any written notification it receives from the Lessor or a Governmental Agency requiring the Sublessor, the Sublessee or any Partnership Group Entity to take any action in respect of the Leased Network Assets, Leased Land or Network Land, including to clean up any Contamination.

7.5 Asset register

- (a) On and from 6 months after the Commencement Date, the Sublessee must maintain and keep current an asset register that sets out:
 - (i) all of the assets that are subleased to it under this Sublease, identifying each such asset by an asset identification number and an asset description; and

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

- (ii) for each such asset:
 - (A) the date it first became so subleased or leased to the Sublessee;
 - (B) its accounting book cost, depreciation, accumulated depreciation and accounting book written down value as at the immediately preceding 30 June; and
 - (C) the value (if any) at which that asset is included in the Regulatory Asset Base for the distribution and transmission systems, of which the Leased Network forms a part, as at the immediately preceding 30 June.
- (b) The Sublessee must:
 - (i) by 31 July in each year; and
 - (ii) within 15 days of being requested to do so during any year,provide the Sublessor and the Sublessor's Representatives with, and allow them to make copies of, the asset register referred to in clause 7.5(a).
- (c) The Sublessee acknowledges and agrees that the Sublessor will be entitled to disclose information provided to the Sublessor under clause 7.5(b) to the Lessor and to the auditors of the Lessor and the Sublessor, and that such auditors are entitled to, and will, rely on that information.

7.6 No release from liability or responsibility

The Sublessee acknowledges and agrees that, by being provided with information under this clause 7 or exercising its rights under this clause 7, the Sublessor is not to be taken as:

- (a) accepting any liability or responsibility in relation to; or
 - (b) relieving the Sublessee from its responsibility for,
- the performance of, or compliance with, the Sublessee's obligations under this Sublease.

8 Title and Quiet Enjoyment

8.1 Title

The Sublessee acknowledges and agrees that, apart from such rights as are conferred on it by applicable Laws or Authorisations, it has no rights in relation to the Leased Assets, the Leased Land or the Ancillary Assets other than the rights under this Sublease.

8.2 Protection of title

The Sublessee must, to the extent reasonably practicable having regard to its legal capacity and its rights and obligations under this Sublease:

- (a) safeguard and protect the property, title and rights of the Sublessor in and in relation to the Leased Assets, the Leased Land, the Ancillary Assets and the Network Land; and
- (b) not do or permit to be done any act, omission or thing which might jeopardise the property, title or rights of the Sublessor in or in relation to the Leased Assets, the Leased Land, the Ancillary Assets or the Network Land.

8.3 Quiet Enjoyment

If the Sublessee duly and punctually observes and performs the terms, covenants and conditions in this Sublease which the Sublessee is required to observe and perform, the Sublessee will and may peaceably possess and enjoy the Leased Assets, the Leased Land and the Ancillary Assets for the Sublease Term without any interruption or disturbance from the Sublessor or any other

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

person or persons lawfully claiming by or under the Sublessor save only where an interruption or disturbance results from:

- (a) the exercise by the Lessor of such rights as are expressly or impliedly conferred on it under the Distribution Network Lease;
- (b) the exercise by the Sublessor of such rights as are expressly or impliedly conferred on it under the Distribution Network Lease or this Sublease;
- (c) the exercise by any person of a right arising under Law; or
- (d) the exercise by any person of a right arising under an Encumbrance, lease, licence, reservation, contract or other arrangement that:
 - (i) has been granted or entered into by the Lessor and is in existence as at the Commencement Date;
 - (ii) comes into existence after the Commencement Date under or in connection with the operation of contracts or arrangements entered into by the Lessor prior to the Commencement Date and in accordance with provisions of those contracts or arrangements as such provisions stood immediately prior to the Commencement Date; or
 - (iii) has been granted or entered into by the Lessor after the Commencement Date in accordance with, or as permitted or required by, the Distribution Network Lease.

8.4 Encumbrances

The Sublessee:

- (a) must observe and perform all obligations on the part of the Lessor or the Sublessor under any Encumbrance; and
- (b) agrees to be bound by, and that this Sublease is subject to, the terms of any Encumbrances.

9 Insurance

9.1 Naming of Sublessee

The Sublessor must ensure that the Sublessee is named (or dealt with in such other manner as may be equivalent to naming) on each Policy as an insured party.

9.2 Requirements

The Sublessee must:

- (a) not do or permit to be done, or bring or keep or permit to be brought or kept, on the Leased Land, the Network Land or the Additional Network Land anything which may materially prejudice or affect, or render void or voidable, a Policy;
- (b) immediately notify the Sublessor of any occurrence or incident likely to give rise to a claim under any Policy which may materially adversely affect the interests of the Lessor or the Sublessor;
- (c) comply with the terms of each Policy and not do or fail to do anything the consequence of which is to materially prejudice or render void or voidable the coverage under each Policy;
- (d) do everything (including providing documents, evidence and information) necessary or desirable to enable the Lessor to claim, and to collect or recover, money due to the Lessor under or in respect of each Policy; and

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

- (e) effect and maintain throughout the Sublease Term (or cause to be effected and maintained throughout the Sublease Term), insurance policies with reputable insurance companies that are approved by the Sublessor (with such approval to be deemed where the relevant company has a financial strength rating of at least 'A-' given by Standard & Poors or such other rating from a reputable rating agency which is equivalent to a rating of 'A-' given by Standard & Poors) to cover:
- (i) the replacement or reinstatement of the Ancillary Assets;
 - (ii) business interruption in connection with the Ancillary Assets;
 - (iii) public liability risks in connection with the Ancillary Assets; and
 - (iv) the Sublessee's liability under this Sublease, including all risks of an insurable nature in respect of which the Sublessee is obliged to indemnify the Sublessor under this Sublease,

in the manner and to the extent reasonably determined by the Sublessor from time to time. The Sublessor has determined that the requirements of this clause 9.2(e) are satisfied, as at the Commencement Date, by the Sublessee having in place the insurance policies that are in place as at the Commencement Date.

10 Risk and Indemnities

10.1 Risk

Except as otherwise expressly provided in this Sublease, all things which the Sublessee is required or permitted to do under this Sublease (including using the Leased Assets, the Leased Land, the Network Land and the Ancillary Assets) are at its own risk and cost and the Sublessee agrees to assume all such risks.

10.2 Indemnity and release

- (a) Despite any other provision of this Sublease, at all times during the Sublease Term the Sublessee is subject to the same duty of care and other responsibilities with regard to persons and property to which the Sublessee would be subject if, during the Sublease Term, the Sublessee were the owner of the Leased Assets, the Leased Land and the Ancillary Assets (unencumbered by the Distribution Network Lease and this Sublease), and were entitled and required (to the exclusion of the Lessor and the Sublessor) to exercise all the rights, and perform all the obligations, of the Lessor in relation to the Network Land.
- (b) The Sublessee:
- (i) releases the Sublessor from any Loss which the Sublessee may incur or sustain by reason of:
 - (A) any act or omission of the Sublessee, a Sublessee Partner, any Sublessee Partnership Representative or the Sublessee's Representatives;
 - (B) the performance of, or failure to perform, this Sublease by the Sublessee;
 - (C) the performance of, or failure to perform, the Sublease Deed by the Sublessee; or
 - (D) the use, possession or occupation of the Leased Assets, the Ancillary Assets, the Leased Land or the Network Land by the Sublessee, a Sublessee Partner, any Sublessee Partnership Representative or the Sublessee's Representatives; and

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

- (ii) indemnifies and must keep indemnified the Sublessor from and against all Losses of every kind that may be incurred or sustained, whether directly or indirectly, by the Sublessor in respect of or arising from or in any way connected with:
 - (A) the use, possession or occupation of the Leased Assets, the Leased Land, the Network Land or the Ancillary Assets by the Sublessee, a Sublessee Partner, any Existing Tenant, any Sublessee Representative or any other person;
 - (B) the Leased Assets, the Leased Land or the Ancillary Assets or any part of them or the possession, condition, management, operation, use, repair or maintenance of the Leased Assets, the Leased Land or the Ancillary Assets or any part of them;
 - (C) any negligent act or omission or wilful default on the part of the Sublessee, a Sublessee Partner or the Sublessee's Representatives;
 - (D) any failure by the Sublessee or a Sublessee Partner to comply with this Sublease;
 - (E) any failure by the Sublessee or a Sublessee Partner to comply with the Sublease Deed;
 - (F) the occurrence of a Lessor Termination Event to the extent that occurrence is as a result of an act or omission of the Sublessee or the Sublessee's Representatives;
 - (G) any failure by the Sublessee or the Sublessee's Representatives to comply with any applicable Law or Authorisation relating to the Leased Assets, the Leased Land, the Network Land or the Ancillary Assets or the possession, condition, management, operation, use, repair or maintenance of them;
 - (H) any Contamination to the extent caused or contributed to by the Sublessee or the Sublessee's Representatives during the Sublease Term in connection with the Leased Assets, the Leased Land, the Network Land or the Ancillary Assets or the management, operation, use, repair or maintenance of them; and
 - (I) any death, personal injury, loss or damage suffered or sustained by any person in connection with the Leased Assets, the Leased Land, the Network Land or the Ancillary Assets or the condition, management, operation, use, repair or maintenance of them.
- (c) If the Sublessor is made a party to any Claim to which the Sublessee's indemnity under this clause 10 extends, the Sublessee must, if so requested by the Sublessor:
 - (i) defend such Claim in the name of the Sublessor; and
 - (ii) pay all reasonable costs of the Sublessor in connection with the Claim provided that the Sublessee may only compromise, pay or satisfy such Claim with the consent of the Sublessor, such consent not to be unreasonably withheld or delayed.
- (d) The indemnity and release contained in this clause 10 do not apply to the extent that the Loss is caused or contributed to by:
 - (i) the Lessor's breach of the Distribution Network Lease or the Sublease Deed;

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

- (ii) the Sublessor's breach of the Distribution Network Lease, this Sublease or the Sublease Deed;
 - (iii) the negligent acts or omissions or wilful default of the Lessor acting in its capacity as the lessor under the Distribution Network Lease;
 - (iv) the negligent acts or omissions or wilful default of the Sublessor acting in its capacity as the lessee under the Distribution Network Lease or as the sublessor under this Sublease;
 - (v) the negligent acts or omissions or wilful default of the Lessor's Representatives to the extent they are acting for the Lessor in its capacity as the lessor under the Distribution Network Lease; or
 - (vi) the negligent acts or omissions or wilful default of the Sublessor's Representatives to the extent they are acting for the Sublessor in its capacity as the lessee under the Distribution Network Lease or as the Sublessor under this Sublease.
- (e) The Sublessor must use all reasonable endeavours to mitigate the Losses that may be incurred or sustained by it and for which it is indemnified under this clause 10.
- (f) The Sublessor may not recover from the Sublessee, under an indemnity provided for in this Sublease, an amount that exceeds the amount of all Losses that it has incurred or sustained and for which it is entitled to be indemnified under this Sublease.
- (g) Subject to clause 10.2(f), this indemnity does not exclude any other right of the Sublessor to be indemnified by the Sublessee.

10.3 Indemnity continuing

The indemnity contained in this clause 10 is a continuing obligation separate and independent of the Sublessee's other obligations.

10.4 Insurance not to limit indemnity

The Sublessee's liability in relation to any indemnity contained in this Sublease is not limited by the existence of any insurance policy.

10.5 No requirement for expense before enforcement of indemnity

It is not necessary for the Sublessor to incur any expense or make any payment before enforcing a right of indemnity conferred by this Sublease.

11 Operating Budgets

- (a) The Sublessee must, subject to paragraph (c):
- (i) as soon as reasonably practicable after the Commencement Date, prepare and provide to the Sublessor an operating budget for the period from the Commencement Date until the following 30 June;
 - (ii) within one month before the expiry of the period referred to in clause 11(a)(i) prepare and provide to the Sublessor an operating budget for the next 12 month period ending on the following 30 June; and
 - (iii) within one month before the expiry of each subsequent period of 12 months, prepare and provide to the Sublessor an operating budget for the 12 month period ending on the following 30 June.

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

- (b) The Sublessee must ensure that each Operating Budget sets out a program for the proposed management, operation, repair, maintenance and use of the Leased Assets, the Leased Land, the Ancillary Assets and the Network Land, together with a budget showing the estimated capital expenditure and operating expenditure in respect of that program.
- (c) Estimated expenditure in relation to the replacement, alteration or modification of, or changes or additions to, the Leased Assets, the Leased Land, the Ancillary Assets or the Network Land (other than such replacements, alterations, modifications, changes and additions as are undertaken for the purpose of repairing or maintaining the Leased Assets, the Leased Land, the Ancillary Assets or the Network Land) must be approved by the Sublessor before it can be included in an Operating Budget.
- (d) Subject to clause 11(c), the Sublessee may prepare and provide to the Sublessor from time to time a supplementary or revised Operating Budget.

12 Termination

12.1 Coterminous with Distribution Network Lease

This Sublease terminates on the end of the day before the Lease End Date.

12.2 Termination by Sublessor

The Sublessor may, at any time, terminate this Sublease by giving notice of termination to the Sublessee.

13 Return on Expiry or Termination

13.1 Return condition

On and with effect from the Sublease End Date, the Sublessee must:

- (a) return and surrender the Leased Assets and the Ancillary Assets to the Sublessor or its nominee in the condition in which they are required to be managed, operated, repaired, maintained and kept under clause 6 (other than clause 6.2(a));
- (b) vacate (or procure the vacation of) and give vacant possession of the Leased Land to (or at the direction of) the Sublessor or its nominee in the condition in which it is required to be managed, maintained and kept under clause 6 (other than clause 6.2(a));
- (c) give to the Sublessor or its nominee all keys, codes and security devices which the Sublessee holds in relation to the Leased Land;
- (d) deliver to the Sublessor or its nominee up to date, complete and accurate copies of all records, reports, plans, specifications, line diagrams, handbooks, manuals and instructions, layout lines, evaluations and information processes that are required to be prepared, kept and maintained under clause 7.1, together with any system required to interpret them;
- (e) assign or transfer (or procure the assignment or transfer) to the Sublessor or its nominee any agreements for the provision and installation of a service line, which gives rise to a statutory easement contemplated by section 36(7) of the *Community Land Development Act 1989* (NSW), where that statutory easement supports the location of the Leased Network;
- (f) assign (or procure the assignment) to the Sublessor or its nominee all rights to all services and facilities and intellectual property, and under all agreements and other instruments, that are necessary for the ongoing management, operation and use of:

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

- (i) the Leased Network as a fully functioning electricity network and public lighting system; and
 - (ii) the Leased Land,
- except for such rights as:
- (iii) are readily commercially available on reasonable terms; or
 - (iv) are not capable of being assigned, in which case the Sublessee must do all things lawful and reasonably necessary to enable the Sublessor or its nominee to enjoy the benefit of those rights;
- (g) procure the release and discharge of all Security Interests over all or any of its right, title and interest in any part of the Leased Assets, the Leased Land or the Network Land;
 - (h) provide the Sublessor or its nominee with an indemnity and security reasonably acceptable to the Sublessor in respect of any material litigation or similar proceedings pending with respect to all or part of the Leased Assets, the Leased Land or the Network Land, except in respect of litigation or proceedings caused by or otherwise primarily as a result of:
 - (i) the Lessor's breach of the Distribution Network Lease or the Sublease Deed;
 - (ii) the Sublessor's breach of the Distribution Network Lease, this Sublease or the Sublease Deed;
 - (iii) the negligent acts or omissions or wilful default of the Lessor acting in its capacity as the Lessor under the Distribution Network Lease;
 - (iv) the negligent acts or omissions or wilful default of the Sublessor acting in its capacity as the lessee under the Distribution Network Lease or as the sublessor under this Sublease;
 - (v) the negligent acts or omissions or wilful default of the Lessor's Representatives to the extent they are acting for the Lessor in its capacity as the Lessor under the Distribution Network Lease; or
 - (vi) the negligent acts or omissions or wilful default of the Sublessor's Representatives to the extent they are acting for the Sublessor in its capacity as the Lessee under the Distribution Network Lease or as the Sublessor under this Sublease;
 - (i) use its best endeavours to procure the transfer to the Sublessor or its nominee of such Authorisations relating to the operation of the Leased Assets or the use of the Leased Land or the Network Land as are capable of being transferred and, in respect of those which are not capable of being transferred, do all things reasonably necessary to assist the Sublessor or its nominee to obtain such Authorisations;
 - (j) in so far as any confidential or proprietary data, intellectual property, information or technology of the Sublessee or any other person has become effectively integrated into:
 - (i) the electricity network of which the Leased Network forms a part;
 - (ii) any Leased Network Assets that are not part of the Leased Network; or
 - (iii) any of the records, documents, instruments or systems used for the management or operation of such electricity network or such Leased Network Assets,

(confidential information), enter into, or use its best endeavours to cause the relevant owner of such confidential information to enter into, such arrangements as are reasonably requested by the Sublessor to permit the Sublessor or its nominee to use and

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

enjoy the benefits of such confidential information without being obliged to make any royalty or similar payment; and

- (k) pay all the reasonable costs and expenses of the Sublessor or its nominee in relation to the return of the Leased Assets, the Leased Land and the Ancillary Assets to the Sublessor or its nominee.

13.2 Failure to return assets in required condition

If the Sublessee does not comply with any of its obligations under clause 13.1 the Sublessor may take any action it considers necessary to ensure that the Sublessee's obligations are fulfilled. All reasonable costs and expenses of anything done pursuant to this clause must be paid by the Sublessee on demand by the Sublessor.

13.3 Actions during the Sublease Term

- (a) Subject to clause 13.3(b), during the period from the Commencement Date to the Sublease End Date the Sublessee must use its best endeavours to enter into (or procure the entry into of) agreements and arrangements on terms and conditions that will permit the Sublessee to comply with the terms of clauses 13.1 and 14.
- (b) The Sublessee will not be required to comply with the terms of clauses 13.1 and 14 to the extent that those clauses would otherwise apply to contracts of employment.

14 Acquisition and Transfer of Certain Additional Network Assets and Additional Network Land

- (a) At the request of the Sublessor from time to time the Sublessee must provide to the Sublessor a register of all Additional Network Assets and Additional Network Land which are assets, land or rights of the Sublessee or an Associate of the Sublessee.
- (b) At the same time as the Sublessee is required to return and surrender the Leased Assets to the Sublessor or its nominee under clause 13.1, the Sublessee must:
 - (i) transfer, or procure the transfer of, to the Sublessor or its nominee such of the Additional Network Assets and Additional Network Land referred to in clause 14(a) as are nominated by the Sublessor; and
 - (ii) contemporaneously procure the release and discharge of all Security Interests over all or any of the transferor's right, title and interest in the nominated Additional Network Assets and Additional Network Land.

Any dispute as to whether any asset, land or right is or is part of such Additional Network Assets or Additional Network Land may be referred by the Sublessor or the Sublessee to an independent expert for determination.

- (c) The Sublessee must use its best endeavours to procure the transfer to the Sublessor or its nominee of such Authorisations relating to the nominated Additional Network Assets or Additional Network Land as are capable of being transferred and, in respect of those which are not capable of being transferred, do all things reasonably necessary to assist the Sublessor or its nominee to obtain such Authorisations.
- (d) The Sublessee must pay all the reasonable costs and expenses of the Sublessor or its nominee in relation to the transfer of the nominated Additional Network Assets and Additional Network Land to the Sublessor or its nominee.

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

15 Force Majeure

15.1 Force Majeure Event

A Force Majeure Event is a circumstance or event that is beyond the reasonable control of the Sublessor or Sublessee, being the party claiming relief under this clause 15 (the **Affected Party**), including:

- (a) an act of God, lightning, storm, explosion, flood, landslide, bush fire or earthquake;
- (b) strikes or other industrial action, other than strikes or other industrial action primarily involving only:
 - (i) employees of the Sublessee or a Partnership Group Entity; or
 - (ii) people otherwise engaged in the conduct of the Sublessee's business;
- (c) an act of public enemy, war (declared or undeclared), terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion or epidemic; and
- (d) embargo, power shortage or water shortage,

the consequences of which could not have been prevented, overcome or remedied by the exercise by the Affected Party of a standard of care and diligence consistent with that of a prudent and competent person under the circumstances (including by the expenditure of reasonable sums of money and the application of technology that would reasonably be known to such a prudent and competent person). The Sublessee and the Sublessor acknowledge and agree that, in relation to a Force Majeure Event, the obligation to expend reasonable sums of money shall not require settlement of strikes or other industrial action by yielding to unreasonable demands.

15.2 Claims for relief

- (a) If the Sublessee is prevented in whole or in part from carrying out its obligations under this Sublease as a result of a Force Majeure Event or its effects, it must as soon as practicable notify the Sublessor accordingly.
- (b) If the Sublessor is prevented in whole or in part from carrying out its obligations under this Sublease as a result of a Force Majeure Event or its effects, it must as soon as practicable notify the Sublessee accordingly.
- (c) A notice under this clause 15.2 must:
 - (i) specify the relevant obligations and the extent to which the Affected Party cannot perform those obligations;
 - (ii) fully describe the Force Majeure Event and its effects;
 - (iii) estimate the time during which the Force Majeure Event and its effects will continue; and
 - (iv) specify the measures proposed to be adopted to remedy or minimise the effects of the Force Majeure Event.

15.3 Suspension of obligations

Following the giving of a notice of a Force Majeure Event under clause 15.2, and while the effects of the Force Majeure Event continue, the obligations which cannot be performed because of the Force Majeure Event or its effects will be suspended other than any obligation to pay money, but only if the Affected Party has complied with its obligations under clauses 15.2 and 15.4.

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

15.4 Mitigation

The Affected Party must use all reasonable endeavours to remedy or minimise the effects of the Force Majeure Event to the extent reasonably practicable.

15.5 Effect on Sublease Term

The Sublease Term will not be extended by the period of a Force Majeure Event or its effects.

16 Security Interests, Assignments and Subletting

16.1 Security Interests

- (a) Subject to clause 16.1(b), the Sublessee must not, without the prior consent of the Sublessor, create or allow to subsist a Security Interest (other than a Permitted Lien) over any of its rights under this Sublease or over any of its right, title or interest in the Leased Assets or the Leased Land or any part of them.
- (b) Notwithstanding clause 16.1(a), the Sublessee will not be in breach of this clause 16.1 by reason of a Security Interest arising or subsisting in accordance with the terms of an agreement or arrangement to which the Lessor:
 - (i) is a party; or
 - (ii) was a party prior to the Commencement Date where the terms of the agreement or arrangement that provide for the Security Interest were included in the agreement or arrangement prior to the Commencement Date and have not been amended on or after that date and the Security Interest is granted in favour of another party to that agreement or arrangement.
- (c) The Sublessor and Sublessee acknowledge and agree that the Sublessor must not give its consent under clause 16.1(a) unless:
 - (i) the Sublessor has first obtained the consent of the Lessor under clause 23.3(d) of the Distribution Network Lease; or
 - (ii) the requirements of clause 23.3(e) of the Distribution Network Lease have been satisfied.

16.2 Permitted assignments

- (a) The Sublessor may (and may only) assign and transfer all (and not part only) of its rights and obligations under this Sublease to a person to whom it assigns and transfers at the same time all (but not part only) of its rights, interests and obligations in or under the Distribution Network Lease and the Sublease Deed and where the Sublessor is a partnership, either:
 - (i) all of the Sublessor Partners assign and transfer all (and not part only) of their collective rights, interests and obligations in or under the Distribution Network Lease and the Sublease Deed; or
 - (ii) the assigning and transferring Sublessor Partner assigns and transfers at the same time all (and not part only) of its rights, interests and obligations in the Sublessor Partnership Deed to the same person.
- (b) The Sublessee must not assign or transfer to any person any of its rights, interests and obligations in or under:
 - (i) the Leased Assets (or any part of them);
 - (ii) the Leased Land (or any part of it); or

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

- (iii) this Sublease,
without the prior consent of the Sublessor, which the parties acknowledge may only be given if the Lessor consents to such assignment or transfer under clause 23.3(a)(vii) of the Distribution Network Lease.
- (c) On a valid assignment or transfer in accordance with the requirements of clause 16.2(a) or 16.2(b), the assignor or transferor is released from all its obligations under this Sublease.

16.3 Subletting

The Sublessee must not sublease, or grant a licence (other than a licence already granted by the Lessor and in existence as at the Commencement Date) in respect of, its interest in any part of the Leased Assets or the Leased Land without the prior consent of the Sublessor, which the Sublessor and Sublessee acknowledge and agree may only be given:

- (a) if the Lessor consents to such sublease or licence under clause 23.3(a)(vii) of the Distribution Network Lease; or
- (b) where the sublease or licence is required by Law, in which case the Sublessor must consent to the sublease or licence, but only to the extent that the sublease or licence is required by Law.

17 Taxes and Costs

- (a) The Sublessee must pay and indemnify and keep indemnified the Sublessor against any liabilities for stamp duty, transaction and registration taxes and similar taxes or duties (including fines and penalties resulting from delay or omission to pay such taxes or duties, where such delay or omission is a result of the action or inaction of the Sublessee) which may be payable in relation to this Sublease or the performance or enforcement of this Sublease or any payment or receipt or other transaction contemplated by this Sublease. This clause 17(a) does not apply to the extent of any inconsistency with the allocation of costs determined by an arbitrator under clause 18.1(e) or an independent expert under clause 18.2(h).
- (b) Unless this Sublease otherwise provides, the Sublessee must reimburse the Sublessor's costs and expenses of or associated with:
 - (i) considering, granting or refusing to grant any consent or approval under this Sublease;
 - (ii) considering, doing or refusing to do anything at the request of the Sublessee;
 - (iii) the actual or attempted enforcement of, or actual or attempted exercise or preservation of, any rights, powers or remedies under this Sublease including legal costs and expenses on a full indemnity basis;
 - (iv) applying for or obtaining any Authorisations, consents or approvals that are required to be held or obtained by the Sublessor in relation to this Sublease; and
 - (v) doing anything that ought to have been done by the Sublessee under this Sublease.

18 Dispute resolution

18.1 Dispute resolution process

- (a) If either the Sublessor or the Sublessee considers a dispute has arisen under this Sublease, it may give notice of the dispute to the other.

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

- (b) Within 5 Business Days of notice being given under clause 18.1(a), a representative of each of the Sublessor and the Sublessee must confer together at least once, without third party advisers, to attempt to resolve the dispute.
- (c) If the dispute is not resolved under clause 18.1(b) within 15 Business Days of the notice of dispute being given, then the representatives must confer together to agree a form of dispute resolution.
- (d) If either:
 - (i) no form of dispute resolution is agreed within 20 Business Days of the notice under clause 18.1(a) being given; or
 - (ii) the dispute is not resolved within 40 Business Days of the notice of dispute being given,then either the Sublessor or the Sublessee may, by written notice, refer the dispute to arbitration. Arbitration is to be before a single arbitrator in accordance with the *Commercial Arbitration Act 2010* (NSW) and either the Sublessor or the Sublessee may be represented by a member of the legal profession.
- (e) Costs will be in the discretion of the arbitrator.
- (f) This clause 18 does not prevent either the Sublessor or the Sublessee from seeking an injunction or declaration from a court in a case of urgency.
- (g) The existence of a dispute does not excuse the Sublessor or the Sublessee from performing its obligations under this Sublease in full, nor does it prevent the Sublessor or the Sublessee from terminating this Sublease where such termination is otherwise in accordance with this Sublease.

18.2 Independent expert

Where this Sublease expressly provides for a dispute to be resolved by or referred to an independent expert, or the Sublessor and the Sublessee otherwise agree that a dispute is best resolved by an independent expert, then the Sublessor and the Sublessee must submit to the following procedure to resolve the dispute:

- (a) the Sublessor and the Sublessee will choose and appoint an independent expert;
- (b) in the absence of agreement by the Sublessor and the Sublessee as to the independent expert within 5 Business Days of notice of a dispute being given, the independent expert will be appointed on the application of either of them by (unless otherwise agreed) the chairperson or other senior office bearer for the time being of the New South Wales Chapter of the Resolution Institute;
- (c) the independent expert must make a determination or finding on the issues in dispute as soon as practicable and in any event within 15 Business Days after the dispute is referred to it, or such longer period as may be agreed between the Sublessor and the Sublessee;
- (d) the independent expert must act as an expert and not as an arbitrator and may adopt such procedures as he or she sees fit so as to provide an expeditious, cost effective and fair means of determining the dispute, subject to any provisions to the contrary in this Sublease;
- (e) the independent expert is not bound by the rules of evidence and may make his or her determination on the basis of information received or his or her own expertise;
- (f) the Sublessor and the Sublessee must provide the independent expert with all such information as the independent expert reasonably requires to determine the dispute and

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

must do all things reasonably necessary to cooperate with the independent expert for the purposes of such determination;

- (g) in the absence of manifest error material to the determination, the independent expert's determination will be final and binding on the Sublessor and the Sublessee; and
- (h) the costs of the independent expert will be borne by the Sublessor and Sublessee equally or as the independent expert may otherwise determine and each of them will bear its own costs, including legal costs, relating to the independent expert's decision.

19 Confidentiality

19.1 General Obligations

The Sublessor and Sublessee must keep confidential and not allow, make or cause any disclosure of or in relation to any information provided to it (the **Recipient**) by the other (the **Disclosing Party**) in connection with this Sublease without the prior consent of the Disclosing Party, which consent may be given or withheld, or given with conditions, in the Disclosing Party's absolute discretion.

19.2 Exceptions

The obligations of the Sublessor and Sublessee in clause 19.1 do not apply to disclosures to the extent that the disclosure is:

- (a) by one Sublessor Partner to another Sublessor Partner or by one Sublessee Partner to another Sublessee Partner;
- (b) by the Sublessor or the Sublessee to:
 - (i) Related Bodies Corporate or Associates of the Sublessor or Sublessee; or
 - (ii) the legal or other professional advisers, auditors, consultants, insurers, employees, contractors, officers and agents of any those entities identified in paragraph (b)(i),

to the extent those persons in paragraphs (b)(i) or (ii) require the information for the purposes of:

- (iii) this Sublease or the Sublease Deed (or any transactions contemplated by them);
- (iv) in the case of Related Bodies Corporate or Associates of the Sublessor or Sublessee:
 - (A) the Sublessor's or Sublessee's rights and obligations under this Sublease (but only to the extent any such person has a legitimate need to know that information); or
 - (B) any such person's direct or indirect investment in the Sublessor or Sublessee; or
- (v) providing advice to the persons identified in paragraph (b)(i) in connection with those purposes;
- (c) of information which is at the time lawfully in the possession of the proposed Recipient of the information;
- (d) to credit ratings agencies which are requested to rate an entity (so that the Sublessor Partners and Sublessee Partners may comply with their obligations under the Partnership Deed or Operator Partnership Deed), or which are requested to rate a Related Body Corporate or Associate of the Sublessor or Sublessee;

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

- (e) necessary to comply with any applicable Law, industrial instrument or legally binding order of any court or any Governmental Agency or applicable rules of any recognised public securities exchange applicable to the Sublessor or Sublessee or their respective Related Bodies Corporate or Associates;
- (f) in the case of the Sublessor or Sublessee and their respective Related Bodies Corporate and Associates (and their respective professional advisers, auditors, consultants, insurers, employees, contractors, officers and agents), necessary:
 - (i) for the purpose of raising debt or equity capital under any public issuing document; or
 - (ii) to satisfy any obligation to their investors, members, sponsors or other persons having a direct or indirect interest in any of them,

and provided that the Disclosing Party is notified of the proposed form and terms of the disclosures, and has had a reasonable opportunity to comment on such form and terms, and the Recipient has given reasonable consideration to the inclusion of any such comments;
- (g) required by an entity in connection with legal proceedings relating to this Sublease, the Distribution Network Lease or the Sublease Deed or for the purpose of advising that entity in relation thereto;
- (h) of information which is at the time generally and publicly available other than as a result of breach of confidence by the Recipient in relation to that information or any party to whom the Recipient has disclosed any information;
- (i) to a bona fide proposed or prospective assignee or transferee of, or acquirer of, a direct or indirect interest in, the Recipient, or to that person's bona fide proposed or potential financiers, and their respective legal or other professional advisers, auditors, consultants, insurers, employees, contractors, officers and agents of that person or those financiers, provided that:
 - (i) those persons and financiers have a legitimate need to know that information in connection with the proposed or prospective assignment, transfer or acquisition; and
 - (ii) if requested by the Disclosing Party, the Recipient procures those persons and financiers execute a confidentiality deed in favour of the Disclosing Party prior to the disclosure of the information;
- (j) to an existing or bona fide proposed or prospective financier of the Sublessor or Sublessee or their respective Related Bodies Corporate or Associates, or to that financier's legal or other professional advisers, auditors, consultants, insurers, employees, contractors, officers and agents, provided that:
 - (i) that financier and those persons have a legitimate need to know that information in connection with the proposed or prospective financing; and
 - (ii) if requested by the Disclosing Party, the Recipient procures that the proposed recipient of the information executes a confidentiality deed in favour of the Disclosing Party prior to the disclosure of the information;
- (k) to the Lessor and its officers, employees and advisers; or
- (l) of the terms of this Sublease by virtue of its registration at LPI.

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

19.3 Notice

- (a) Prior to a Recipient making a disclosure under clause 19.2(i) or 19.2(j), it must notify the Disclosing Party of the proposed disclosure so that the Disclosing Party can determine whether to require the proposed recipient of the information to execute a confidentiality deed as referred to in that clause.
- (b) Each of the Sublessor and the Sublessee must ensure that any persons receiving information from it under clause 19.2(b), 19.2(d), 19.2(f), 19.2(i) or 19.2(j) are aware of the confidential nature of the information and must ensure that such persons hold that information in confidence in accordance with the terms of this Sublease.
- (c) The Sublessor and the Sublessee will be liable to the other for the failure of any persons receiving information from it under clause 19.2(b), 19.2(d), 19.2(f), 19.2(i) or 19.2(j) to keep such information confidential in accordance with the terms of this Sublease.

20 Notices

20.1 Provision of notices

Any notice, demand, consent, approval or other communication (a **Notice**) given or made under this Sublease:

- (a) except as otherwise specified in this Sublease, must be in writing and signed by a person duly authorised by the sender;
- (b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand or email to the address or email address below or the address or email address last notified by the intended recipient to the sender:

- (i) to the Sublessor – in respect of notices relating to default or termination of this Sublease or the Distribution Network Lease (and where there is no Sublessor Partnership Representative, in respect of all other notices):

To each Sublessor Partner:

Blue Asset Partner Pty Ltd
Address: Level 33, 50 Lonsdale Street,
Melbourne, VIC 3000

Email:
company.secretary@ifminvestors.com and
jpeasley@australiansuper.com (email to both)

Attention: IFM Investors Company
Secretary/Chief Commercial and Jason
Peasley, Head of Infrastructure
AustralianSuper

ERIC Alpha Asset Corporation 1 Pty Ltd
Address: C/O NSW Treasury, 52 Martin
Place, Sydney, NSW 2000

Email:
companysecretary@ERICAusgrid.nsw.gov.
au

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

Attention: Company Secretary

ERIC Alpha Asset Corporation 2 Pty Ltd

Address: C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000

Email:
companysecretary@ERICAusgrid.nsw.gov.au

Attention: Company Secretary

ERIC Alpha Asset Corporation 3 Pty Ltd

Address: C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000

Email:
companysecretary@ERICAusgrid.nsw.gov.au

Attention: Company Secretary

ERIC Alpha Asset Corporation 4 Pty Ltd

Address: C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000

Email:
companysecretary@ERICAusgrid.nsw.gov.au

Attention: Company Secretary

- (ii) to the Sublessor – in respect of all other notices (where there is a Sublessor Partnership Representative):

To Blue Asset Partner Pty Ltd as representative of the Sublessor

Contact: IFM Investors
Address: Level 29, Casselden 2 Lonsdale Street, Melbourne VIC 3000

Email:
company.secretary@ifminvestors.com

- (iii) to the Sublessee – in respect of notices relating to default or termination of this Sublease or the Distribution Network Lease (and where there is no Sublessee Partnership

Blue Op Partner Pty Ltd

Address: Level 33, 50 Lonsdale Street, Melbourne, VIC 3000

Email:
company.secretary@ifminvestors.com and
jpeasley@australiansuper.com (email to both)

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

Representative, in respect
of all other notices):

Attention: IFM Investors Company
Secretary/Chief Commercial and Jason
Peasley, Head of Infrastructure
AustralianSuper

ERIC Alpha Operator Corporation 1 Pty Ltd

Address: C/O NSW Treasury, 52 Martin
Place, Sydney, NSW 2000

Email:
companysecretary@ERICAusgrid.nsw.gov.
au

Attention: Company Secretary

ERIC Alpha Operator Corporation 2 Pty Ltd

Address: C/O NSW Treasury, 52 Martin
Place, Sydney, NSW 2000

Email:
companysecretary@ERICAusgrid.nsw.gov.
au

Attention: Company Secretary

ERIC Alpha Operator Corporation 3 Pty Ltd

Address: C/O NSW Treasury, 52 Martin
Place, Sydney, NSW 2000

Email:
companysecretary@ERICAusgrid.nsw.gov.
au

Attention: Company Secretary

ERIC Alpha Operator Corporation 4 Pty Ltd

Address: C/O NSW Treasury, 52 Martin
Place, Sydney, NSW 2000

Email:
companysecretary@ERICAusgrid.nsw.gov.
au

Attention: Company Secretary

(iv) to the Sublessee – in
respect of all other notices
(where there is a Sublessor
Partnership

To Blue Op Partner Pty Ltd as
representative of the Sublessee
Contact: IFM Investors

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

Representative):

Address: Level 29, Casselden 2 Lonsdale
Street, Melbourne VIC 3000

Email:

company.secretary@ifminvestors.com

- (c) will conclusively be taken to be duly given or made in the case of delivery:
 - (i) in person, when delivered;
 - (ii) by post to an address in the same country, the earlier of:
 - (A) if delivered by express post – one Business Day after the date of posting;
 - (B) if delivered by priority post – four Business Days after the date of posting;or
 - (C) if delivered by regular post – six Business Days after the date of posting, and the time that the notice is actually received by the intending recipient;
 - (iii) by post to an address in another country, seven Business Days after the date of posting; and
 - (iv) by email, the earlier of:
 - (A) the time that the sender receives an automated message from the intended recipient's information system confirming delivery of the email;
 - (B) the time that the email is first opened or read by the intended recipient, or an employee or officer of the intended recipient; and
 - (C) two hours after the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives, within that two hour period, an automated message that the email has not been delivered,

but if the result is that a Notice would be taken to be given or made on a day that is not a business day in the place to which the Notice is sent or at a time that is later than 5pm in the place to which the Notice is sent, it will be taken to have been duly given or made at the start of business on the next business day in that place.

20.2 Authorised persons

- (a) The Sublessor and the Sublessee may, at any time, each provide the other with a Notice:
 - (i) appointing one or more persons as persons authorised by the relevant party to provide any Notice under this Sublease on behalf of the relevant party (including persons authorised by the Sublessor Partnership Representative and Sublessee Partnership Representative, respectively); and
 - (ii) setting out personal details, an email address and a specimen signature for each person appointed under clause 20.2(a)(i).
- (b) The Sublessor and the Sublessee may each vary the persons authorised by it under clause 20.2(a) from time to time by giving Notice to the others.

21 Entire agreement

This Sublease and the Sublease Deed:

- (a) contain the entire agreement between the Sublessor and the Sublessee with respect to their subject matter;

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

- (b) set out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the Sublessor and the Sublessee; and
- (c) supersede all earlier Conduct by or between the Sublessor and the Sublessee in connection with their subject matter.

Neither the Sublessor nor the Sublessee has relied on or is relying on any other Conduct in entering into this Sublease and completing the transactions contemplated by it.

22 No waiver

No failure to exercise nor any delay in exercising any right, power or remedy under this Sublease by a Sublessor or the Sublessee operates as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the Sublessor or the Sublessee granting that waiver unless made in writing.

23 Rights cumulative

Subject to any express provision in this Sublease to the contrary, the rights, powers and remedies of the Sublessor and the Sublessee under this Sublease are cumulative and are in addition to, and do not exclude or limit, any right, power or remedy provided by Law or by any agreement.

24 Amendment

No amendment or variation of this Sublease is valid or binding on the Sublessor or the Sublessee unless made in writing and executed by the Sublessor and the Sublessee.

25 Further assurances

- (a) The Sublessor and the Sublessee must do everything (including executing agreements and documents) necessary or reasonably required by the other to give full effect to this Sublease and the transactions contemplated by it.
- (b) At the request of the Sublessee, the Sublessor must provide all reasonable assistance to the Sublessee, at the Sublessee's cost to:
 - (i) rectify any errors in the registration details relating to the Leased Land or any other Network Land; and
 - (ii) enable the registration of this Sublease at the LPI including any variations contemplated under clause 2.11.

26 No merger

The rights and obligations of the Sublessor and the Sublessee will not merge on the completion of any transaction contemplated by this Sublease. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any such transaction.

27 Severability of provisions

Any provision of this Sublease that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Sublease nor affect the validity or enforceability of that provision in any other jurisdiction.

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

28 GST

28.1 GST to be added to amounts payable

If GST is payable on a Taxable Supply made under, by reference to or in connection with this Sublease, the party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration. This clause 28.1 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated to be GST inclusive.

28.2 Liability net of GST

Any reference in the calculation of Consideration, or of any indemnity, reimbursement or similar amount, to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability. A party will be assumed to have an entitlement to a full Input Tax Credit unless it demonstrates otherwise prior to the date on which the Consideration must be provided.

28.3 Timing of the payment of the GST Amount

The GST Amount is payable on the earlier of:

- (a) the first date on which all or any part of the Consideration for the Taxable Supply is provided; and
- (b) the date five Business Days after the date on which an Invoice is issued to the recipient of the Taxable Supply.

The GST Amount is not payable until a Tax Invoice is issued to the recipient of the Taxable Supply.

28.4 Revenue exclusive of GST

Unless otherwise stated, any reference in this Sublease to proceeds, price, value, sales, revenue, consideration or a similar amount (**Revenue**) is a reference to that Revenue exclusive of GST.

28.5 Cost exclusive of GST

Unless otherwise stated, any reference in this Sublease to cost, expense, liability or other similar amount (**Cost**) is a reference to that Cost exclusive of GST.

28.6 Adjustment Event

If an Adjustment Event occurs in respect of a Taxable Supply described in this clause 28, the GST Amount payable under clause 28.1 will be recalculated to reflect the Adjustment Event and a payment will be made by the recipient to the supplier or by the supplier to the recipient, as the case requires. The supplier must issue an Adjustment Note for the Adjustment Event.

28.7 GST Group

If a party is a member of a GST Group, references to GST which the party must pay, and to Input Tax Credits to which the party is entitled, include GST which the representative member of the GST Group must pay and Input Tax Credits to which the representative member of the group is entitled.

28.8 Non-monetary Consideration

If a supply made under this Sublease is a Taxable Supply made for non-monetary consideration and:

- (a) the provision of the non-monetary consideration is also a Taxable Supply; and

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

- (b) the non-monetary consideration has the same GST inclusive market value as the Taxable Supply for which it is non-monetary consideration,

then:

- (c) the supplier must provide the recipient with a Tax Invoice which states the GST inclusive market value of the non-monetary consideration; and
- (d) the non-monetary consideration for the Taxable Supply is GST inclusive for the purposes of this clause 28.8.

28.9 Definitions

- (a) Words or expressions used in this clause 28 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and related imposition Acts have the same meaning in this clause 28 unless expressly provided otherwise in clause 1.1.
- (b) GST Amount, in relation to a Taxable Supply, means the amount of GST payable in respect of that Taxable Supply.
- (c) In addition to its meaning as defined in the GST Act, Taxable Supply includes, where relevant, a part of a Taxable Supply that is treated under section 156-5 of the GST Act as if it were a separate supply.

28.10 Partnership capacity

Any reference to a supply or acquisition by a party, or to a party providing consideration, includes a supply, acquisition or the provision of consideration by an entity by reason of the capacity in which a party acts.

29 Representations and warranties

29.1 Sublessor Partners and Sublessee Partners

Each of the Sublessor Partners and Sublessee Partners each in their personal capacity represent and warrant that, as at the date of this Sublease:

- (a) the execution and delivery by that entity of this Sublease has been properly authorised by all necessary corporate actions of that entity;
- (b) that entity has full corporate power and lawful authority to execute and deliver this Sublease and to consummate and perform or cause to be performed its obligations under this Sublease; and
- (c) this Sublease constitutes a legal, valid and binding obligation of that entity enforceable in accordance with its terms by appropriate legal remedy.

This clause 29.1 applies to each Sublessor Partner and each Sublessee Partner severally and the representations, warranties and liabilities under this 29.1 are several and not joint nor joint and several.

29.2 Sublessor and Sublessee

The Sublessor and the Sublessee each represent and warrant that:

- (a) as at the date of this Sublease:
 - (i) the execution and delivery by the Sublessor and the Sublessee, respectively, of this Sublease has been properly authorised by all necessary corporate actions of the Sublessor and the Sublessee;

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

- (ii) the Sublessor and the Sublessee, respectively, have full corporate power and lawful authority to execute and deliver this Sublease and to consummate and perform or cause to be performed their obligations under this Sublease; and
- (iii) this Sublease constitutes a legal, valid and binding obligation on the Sublessor and the Sublessee, respectively, enforceable in accordance with its terms by appropriate legal remedy;
- (b) the execution, delivery and performance by the Sublessor and the Sublessee, respectively, of this Sublease does not and will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach of or default under any provision of the Asset Partnership Deed or Operator Partnership Deed, respectively, or other constituent documents of the Sublessor or the Sublessee, respectively, that is between the Sublessor Partners or the Sublessee Partners (as applicable) and establishes themselves as a partnership;
- (c) they are duly established by the Asset Partnership Deed and the Operator Partnership Deed, respectively, and validly exist under the laws of Australia;
- (d) the Asset Partnership Deed and the Operator Partnership Deed, respectively, have not been terminated; and
- (e) the Asset Partnership Deed and the Operator Partnership Deed, respectively, comply with all applicable Laws.

29.3 Trustee Party Authority

Each Trustee Party represents and warrants that:

- (a) as at the date of this Sublease:
 - (i) the Trustee Party is empowered by the deed under which it is appointed trustee of the relevant trust (the **Trust Deed**):
 - (A) to enter into and perform this Sublease; and
 - (B) to carry on its business as now conducted or contemplated and to own its assets (including any asset purported to be charged or mortgaged by it),in its capacity as trustee of the relevant trust. There is no restriction on or condition of its doing so;
 - (ii) all necessary resolutions have been duly passed and all consents, approvals and other procedural matters have been obtained or attended to as required by the Trust Deed for the Trustee Party to enter into and perform this Sublease;
 - (iii) the Trust has not been terminated, nor has any event for the vesting of the assets of the trust occurred;
 - (iv) the Trust Deed complies with all applicable Laws;
- (b) the Trustee Party is and will remain the sole trustee of the relevant trust;
- (c) no property of the trust has been or will be re-settled or set aside or transferred to any other trust; and
- (d) the Trustee Party has complied and will comply with its obligations and duties under the Trust Deed and at Law. As at the date of this Sublease no one has alleged that it has not complied.

This clause 29.3 applies to each Trustee Party severally and the representations, warranties and liabilities under this 29.3 are several and not joint nor joint and several.

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

30 Caveats

The Sublessee must not lodge a caveat on the title to the Leased Land without the Sublessor's prior consent, which consent (in the case of Leased Land) will only be given if the Lessor consents to the lodgement of the caveat under clause 38 of the Distribution Network Lease. If the Sublessee lodges such a caveat, the Sublessee must promptly at its cost:

- (a) consent to any dealing by the Lessor with the Leased Land that is permitted by the Distribution Network Lease; and
- (b) remove the caveat as soon as this Sublease is registered at LPI.

31 Sublease Deed

- (a) The Sublessee acknowledges that the Lessor is not a party to this Sublease, but the Lessor, the Sublessor and the Sublessee have entered into the Sublease Deed for the purpose (among other things) of ensuring that the Lessor is entitled to such remedies and relief as may be just and convenient for the enforcement of the covenants, releases and other promises made by the Sublessee under this Sublease.
- (b) The Sublessor and the Sublessee agree:
 - (i) to comply with their obligations under the Sublease Deed; and
 - (ii) that the provisions of the Sublease Deed prevail over this Sublease to the extent of any inconsistency.

32 Set-off

The Sublessor may set-off any amount that it owes the Sublessee against any obligation of the Sublessee to pay any amount to the Sublessor under this Sublease.

33 General PPSA Provisions

To the extent that a PPSA Security Interest (as defined in the PPSA) is created under this Sublease, the following applies:

- (a) the grantor of that PPSA Security Interest consents to the secured party perfecting such PPSA Security Interest by registration under the PPSA and agrees to do anything (promptly and at its own cost) that is reasonably requested by the secured party to enable the secured party to do so;
- (b) the Sublessor and the Sublessee contract out of each provision of the PPSA, as permitted by section 115 of the PPSA, to the extent that:
 - (i) exercise by either of them of any right, power or remedy will be taken not to be under a provision mentioned in section 115 of the PPSA to the extent that such right, power or remedy is a right, power or remedy under:
 - (A) this Sublease;
 - (B) any document or agreement that is ancillary to this Sublease; or
 - (C) any other law or statute,unless the Sublessor or the Sublessee so elects; and
 - (ii) any obligation of the Sublessor or the Sublessee to give notice, or any restriction on the exercise by a party of a right, power or remedy, will not apply;
- (c) each of the Sublessor and the Sublessee waives its rights to receive each notice which, under section 157(3) of the PPSA, it is permitted to waive; and

Annexure A to Sublease – Distribution Network Sublease and Access Agreement

Allens > < Linklaters

- (d) each of the Sublessor and the Sublessee waives its rights to receive anything from the other under section 275 of the PPSA and agrees not to make any request of the other under that section.

34 Exclusion of legislative provisions

- (a) To the extent permitted by Law the covenants, powers and provisions (if any) implied in leases by virtue of any Law are expressly negated.
- (b) Without limiting clause 33(a), sections 84, 84A, 85, 86, 122, 130 and 133B and Column 1 of Part 2 of Schedule 4 of the Conveyancing Act 1919 (NSW) have no application or operation in respect of this Sublease.

35 Governing law and jurisdiction

- (a) This Sublease is governed by the laws of the State of New South Wales.
- (b) This Sublease and, to the extent permitted by Law, all related matters including non-contractual matters is governed by the laws of New South Wales. Subject to clause 18, in relation to such matters the Sublessor and the Sublessee irrevocably and unconditionally accept the non-exclusive jurisdiction of courts with jurisdiction there and waive any right to object to the venue on any ground.

Sublease Annexure A – Sublease – Distribution Network

Allens > < Linklaters

Schedule 1 – Reference Schedule

| Item | Term | Definition |
|------|------------------|--|
| 1 | Sublessor | <p>Ausgrid Asset Partnership (ABN 48 622 605 040) of Level 33, 50 Lonsdale Street, Melbourne VIC 3000, a partnership carried on under that name by:</p> <ul style="list-style-type: none"> (a) Blue Asset Partner Pty Ltd (ACN 615 217 493) of Level 33, 50 Lonsdale Street, Melbourne VIC 3000 as trustee for Blue Asset Partner Trust; (b) ERIC Alpha Asset Corporation 1 Pty Ltd (ACN 612 974 044) of C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000 as trustee for ERIC Alpha Asset Trust 1; (c) ERIC Alpha Asset Corporation 2 Pty Ltd (ACN 612 974 023) of C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000 as trustee for ERIC Alpha Asset Trust 2; (d) ERIC Alpha Asset Corporation 3 Pty Ltd (ACN 612 974 032) of C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000 as trustee for ERIC Alpha Asset Trust 3; and (e) ERIC Alpha Asset Corporation 4 Pty Ltd (ACN 612 974 078) of C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000 as trustee for ERIC Alpha Asset Trust 4, <p>(the Sublessor).</p> |
| 2 | Sublessee | <p>Ausgrid Operator Partnership (ABN 78 508 211 731) of Level 33, 50 Lonsdale Street, Melbourne VIC 3000, a partnership carried on under that name by:</p> <ul style="list-style-type: none"> (a) Blue Op Partner Pty Ltd (ACN 615 217 500) of Level 33, 50 Lonsdale Street, Melbourne VIC 3000 as trustee for Blue Op Partner Trust; (b) ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) of C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000 as trustee for ERIC Alpha Operator Trust 1; (c) ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975 121) of C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000 as trustee for ERIC Alpha Operator Trust 2; (d) ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) of C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000 as trustee for ERIC Alpha Operator Trust 3; and (e) ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 |

Sublease Annexure A – Sublease – Distribution Network

Allens & Linklaters

975 210) of C/O NSW Treasury, 52 Martin Place,
Sydney, NSW 2000 as trustee for ERIC Alpha Operator
Trust 4,

(the **Sublessee**).

| | | |
|---|--------------------------|---|
| 3 | Leased Land | The whole of the land in described in Schedule 4 (Leased Land). |
| 4 | Term | Clause 2.2. |
| 5 | Commencement Date | 1 December 2016 |
| 6 | Expiry Date | Clause 2.2. |
| 7 | Rent | Clause 5. |

Schedule 2 – Quarterly Land Rent

1 Quarterly Land Rent

Subject to clause 2 of this Schedule 2, Quarterly Land Rent, for a Quarter, means the amount calculated in accordance with the following formula:

Quarterly Land Rent = Operating Income_{NAP%} - Operating Margin_{NOP}

where:

- (a) **Operating Income_{NAP%}** = NAP% x (Consolidated Revenue – Consolidated Expenses);
- (b) **Operating Margin_{NOP}** = NAP% x Consolidated Expenses x NOP Operating Percentage;
- (c) **NAP%** = (PPE_{NAP}) / (PPE_{NAP} + PPE_{NOP} + Goodwill);
- (d) **NOP Operating Percentage** means a fixed percentage margin charged by NOP for operating services provided to NAP. The fixed percentage margin will be between 0% and 20% as agreed between NAP and NOP;
- (e) **Consolidated Revenue** means the consolidated revenue of NOP and NAP, for the relevant Quarter;
- (f) **Consolidated Expenses** means the consolidated expenses (excluding interest, tax, depreciation and amortisation) of NOP and NAP, for the relevant Quarter;
- (g) **PPE_{NAP}** is the fair market value of the assets (excluding Goodwill) held by the Sublessor according to the asset allocation in the Tax Deed as determined in accordance with AASB 13 and ascribed to those assets on acquisition for accounting purposes;
- (h) **PPE_{NOP}** is the fair market value of the assets (excluding Goodwill) held by the Sublessee according to the asset allocation in the Tax Deed as determined in accordance with AASB 13 and ascribed to those assets on acquisition for accounting purposes;
- (i) **Goodwill** = Lease Premium + Purchase Price – (PPE_{NAP} – Stamp Duty_{NAP} + PPE_{NOP});
- (j) **Lease Premium** is the Initial Lease Premium (as that term is defined in the Sale and Purchase Agreement) adjusted in accordance with the Sale and Purchase Agreement;
- (k) **Purchase Price** is the Initial Purchase Price (as that term is defined in the Sale and Purchase Agreement) as adjusted in accordance with the Sale and Purchase Agreement;
- (l) **Stamp Duty_{NAP}** is the stamp duty payable by NAP; and
- (m) **Sale and Purchase Agreement** means the agreement between The Hon. Gladys Berejiklian, for and on behalf of the Crown in right of the State of New South Wales, Ausgrid, the Sublessor and the Sublessee dated 20 October 2016.

2 Periodic review of Quarterly Land Rent

- (a) At least 3 months prior to every anniversary of the Commencement Date, the Sublessor and the Sublessee must, acting reasonably and in good faith, seek to agree:
 - (i) any amendment to the current NOP Operating Percentage; and
 - (ii) any amendment to the methodology used to calculate the Quarterly Land Rent set out in clause 1 of this Schedule 2 (**Quarterly Land Rent Methodology**),
 that is to be used for the purpose of calculating the Quarterly Land Rent for the first Quarter that commences after the relevant anniversary (the **Rent Review Quarter**),

Sublease Annexure A – Sublease – Distribution Network

Allens > < Linklaters

having regard to the prevailing market conditions applicable in respect of leases of infrastructure in the nature of the Leased Assets and Leased Land.

- (b) If the Sublessor and the Sublessee agree to amend the NOP Operating Percentage referred to in clause 2(a)(i) of this Schedule 2 or the Quarterly Land Rent Methodology then that NOP Operating Percentage or Quarterly Land Rent Methodology must be used for the purpose of calculating the Quarterly Land Rent for the Rent Review Quarter and each subsequent Quarter until such NOP Operating Percentage or Quarterly Land Rent Methodology is changed by virtue of a subsequent application of this clause 2 of this Schedule 2.

Schedule 3 – Quarterly Nomination Fee

1 Quarterly Nomination Fee

Quarterly Nomination Fee, for a Quarter, means:

- (a) for the first Quarter that ends during the Sublease Term, \$0 (excluding GST); and
- (b) subject to paragraph 2, for each subsequent Quarter that commences during the Sublease Term, the Quarterly Nomination Fee for the previous Quarter escalated in accordance with the escalation formula in paragraph 3.

2 Review of Quarterly Nomination Fee

- (a) No later than 2 months after the commencement of the regulatory period for a distribution determination made by the AER in respect of the distribution and transmission system of which the Leased Network forms a part, the Sublessor and the Sublessee must, acting reasonably and in good faith, seek to agree such changes to the Quarterly Nomination Fee as set out in paragraph 1, having regard to differences between that distribution determination and the previous distribution determination.
- (b) If the Sublessor and the Sublessee agree any changes as referred to in paragraph 2(a), then the Quarterly Nomination Fee as so changed will be the Quarterly Nomination Fee for the first Quarter that commences after such agreement, and paragraph 3 will apply accordingly for the purpose of calculating the Quarterly Nomination Fee each subsequent Quarter, until the amount of the Quarterly Nomination Fee is changed by virtue of a subsequent application of this paragraph 3.

3 Escalation of Quarterly Nomination Fee

The escalation formula is:

$$QNF_{t-1} \times (CPI_{t-2} / CPI_{t-3})$$

where

QNF_{t-1} is the Quarterly Nomination Fee for the Quarter (Q_{t-1}) that precedes the relevant Quarter (Q_t);

CPI_{t-2} is the CPI for Quarter Q_{t-2} ; and

CPI_{t-3} is the CPI for Quarter Q_{t-3} .

Sublease Annexure A – Sublease – Distribution Network

Allens > < Linklaters

Schedule 4 – Leased Land

See attached.

Schedule 5 – Old System Leases

See attached.

Schedule 6 – Unregistered Leases

See attached.

Sublease Annexure A – Sublease – Distribution Network

Schedule 4

Leased Land

Part 1 – Freehold Land (Network Leased Land)

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|--|
| 1 | | 209119 | Network Substation | 2 | Allum Street 1 HABERFIELD |
| 1 | | 509730 | Network Substation | 3 | Arthur Street 21 Nr Queen Street CROYDON |
| 1 | | 539483 | Network Substation | 4 | Benalla Avenue 5 ASHFIELD |
| 1 | | 503956 | Network Substation | 5 | Bland Street 19a ASHFIELD |
| 1 | | 547439 | Network Substation | 6 | Bland Street 50 ASHFIELD |
| 1 | | 557893 | Network Substation | 7 | Bland Street 119a ASHFIELD |
| 1 | | 529428 | Network Substation | 8 | Carlisle Street 4 ASHFIELD |
| 3 | | 540242 | Network Substation | 9 | Carlton Crescent 98 SUMMER HILL |
| 1 | | 519591 | Network Substation | 10 | Central Road ASHFIELD |
| 11 | | 575124 | Network Substation | 11 | Chandos Street 34 ASHFIELD |
| 1 | | 554322 | Network Substation | 12 | Charlotte Street 35 (Sloane Street) SUMMER HILL |
| X | | 419757 | Network Substation | 15 | Deakin Avenue 2 HABERFIELD |
| 1 | | 569706 | Network Substation | 17 | Edwin Street 160 - 166 CROYDON |
| 1 | | 547552 | Network Substation | 18 | Edwin Street CROYDON |
| 1 | | 557760 | Network Substation | 19 | Frederick Street ASHFIELD |
| 3 | | 247408 | Network Substation | 20 | Frederick Street 2a ASHFIELD |
| 1 | | 562023 | Network Substation | 21 | Grosvenor Crescent SUMMER HILL |
| 13 | | 555863 | Network Substation | 26 | Herbert Street 37a - 37b SUMMER HILL |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|---|
| X | | 419690 | Network Substation | 27 | Highbury Street CROYDON |
| 1 | | 231273 | Network Substation | 32 | Hunt Street 2a CROYDON |
| 9 | 2 | 291 | Zone Substation | 33 | Old Canterbury Road 230 SUMMER HILL |
| A | | 305812 | Zone Substation | 33 | Old Canterbury Road 230 SUMMER HILL |
| 2 | | 532066 | Network Substation | 34 | Frederick Street (John Street 44a) CROYDON |
| 1 | | 534468 | Network Substation | 35 | Lion Street Nr Norton Street CROYDON |
| 1 | | 570386 | Network Substation | 36 | Liverpool Road 57a ASHFIELD |
| 1 | | 212549 | Network Substation | 38 | Milton Street ASHFIELD |
| 1 | | 574109 | Network Substation | 39 | Milton Street 84 - 86 ASHFIELD |
| 1 | | 549458 | Network Substation | 41 | Norton Street 7 ASHFIELD |
| 1 | | 607316 | Network Substation | 44 | Ormond Street 8 ASHFIELD |
| 1 | | 539320 | Network Substation | 45 | Orpington Street 19 - 21 ASHFIELD |
| 1 | | 227880 | Network Substation | 46 | Orpington Street 40 ASHFIELD |
| 1 | | 552965 | Network Substation | 47 | Orpington Street 76 A Nr Loftus Street ASHFIELD |
| 1 | | 592800 | Zone Substation | 48 | Parramatta Road Nr West Street 10 CROYDON |
| 2 | | 592800 | Zone Substation | 50 | West Street 10 CROYDON |
| A | | 416309 | Network Substation | 51 | Regent Street 22 Nr Moonbie Street SUMMER HILL |
| 1 | | 233016 | Network Substation | 52 | Smith Street SUMMER HILL |
| X | | 415961 | Network Substation | 54 | Taringa Street 13a Nr Church Street ASHFIELD |
| 1 | | 575924 | Network Substation | 55 | The Avenue 3 - 5 ASHFIELD |
| 1 | | 546605 | Network Substation | 56 | Tintern Road 29 ASHFIELD |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|--|
| B | | 306390 | Network Substation | 58 | Waratah Street 45 HABERFIELD |
| 1 | | 505036 | Network Substation | 63 | Alexander Street AUBURN |
| A | | 380954 | Network Substation | 66 | Beatrice Street 12 AUBURN |
| 1 | | 181635 | Network Substation | 70 | Carnarvon Street 107 SILVERWATER |
| 32 | | 225351 | Zone Substation | 83 | Carter Street 2 - 4 HOMEBUSH BAY |
| 33 | | 225351 | Zone Substation | 83 | Carter Street 2 - 4 HOMEBUSH BAY |
| 1 | | 572936 | Network Substation | 85 | Childs Street 8 LIDCOMBE |
| 1 | | 319597 | Network Substation | 88 | Chiswick Road 26 & Park Road AUBURN |
| 1 | | 611380 | Network Substation | 89 | Church Street LIDCOMBE |
| 1 | | 335003 | Network Substation | 91 | Church Street LIDCOMBE |
| 12 | | 564610 | Network Substation | 94 | Dartbrook Road 38 - 40 AUBURN |
| 1 | | 565118 | Network Substation | 95 | Dartbrook Road 99 AUBURN |
| 1 | | 564568 | Network Substation | 97 | Doodson Avenue 19 - 21 LIDCOMBE |
| 1 | | 569002 | Network Substation | 100 | Edwin Street 7 REGENTS PARK |
| A | | 385278 | Network Substation | 101 | Day Street LIDCOMBE |
| 1 | | 610552 | Network Substation | 103 | Euston Road AUBURN |
| 1 | | 364177 | Network Substation | 104 | Fariola Street SILVERWATER |
| 1 | | 607318 | Network Substation | 105 | Fourth Avenue REGENTS PARK |
| 1 | | 574107 | Network Substation | 106 | Frances Street 30 - 32 LIDCOMBE |
| 1 | | 574462 | Network Substation | 107 | Gibbons Street 11 AUBURN |
| 1 | | 623447 | Network Substation | 108 | Park Road AUBURN |
| 1 | | 598188 | Network Substation | 117 | Joseph Street LIDCOMBE |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|-------------|----------------|-------------|--------------------|------|--|
| 65 | | 13085 | Network Substation | 122 | Kingsland Road 145 & Amy Street REGENTS PARK |
| 1 | | 564081 | Network Substation | 123 | Macquarie Road AUBURN |
| 1 | | 600643 | Network Substation | 124 | Mary Street & Dartbrook Road AUBURN |
| 2 | | 567531 | Network Substation | 125 | Mary Street LIDCOMBE |
| Auto Consol | | 7293-102 | Network Substation | 126 | Carnarvon Street & Melton Street SILVERWATER |
| 1 | | 383585 | Network Substation | 127 | Meroo Street AUBURN |
| A | | 362961 | Network Substation | 132 | Nicholas Street & Platform Street LIDCOMBE |
| 1 | | 380039 | Network Substation | 135 | London Road 1 & Notting Hill Road LIDCOMBE |
| 122 | | 582882 | Network Substation | 136 | Nyrang Street LIDCOMBE |
| 1 | | 319498 | Network Substation | 143 | Park Road & Queen Road AUBURN |
| A | | 347473 | Zone Substation | 149 | Parramatta Road 93 & Silverwater Rd 2 AUBURN |
| C | | 347473 | Zone Substation | 149 | Parramatta Road 93 & Silverwater Rd 2 AUBURN |
| 167 | | 610769 | Zone Substation | 149 | Parramatta Road 93 & Silverwater Rd 2 AUBURN |
| 1 | | 1108966 | Network Substation | 154 | Provincial Street 50 AUBURN |
| 1 | | 381080 | Zone Substation | 155 | Queen Street AUBURN |
| 1 | | 505040 | Zone Substation | 155 | Queen Street AUBURN |
| 23 | | 255489 | Network Substation | 159 | Rachael Close SILVERWATER |
| 1 | | 341408 | Network Substation | 163 | Short Street & Junction Street AUBURN |
| 12 | | 621916 | Network Substation | 164 | Short Street 10 LIDCOMBE |
| 32 | 6 | 2057 | Network Substation | 170 | Sixth Avenue 49 BERALA |
| 3 | | 564083 | Network Substation | 171 | St Hilliers Road AUBURN |
| 1 | | 600310 | Network Substation | 172 | St Hilliers Road AUBURN |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|------------------------------------|
| 2 | | 574839 | Network Substation | 173 | St Hilliers Road AUBURN |
| 1 | | 571573 | Network Substation | 175 | Station Road 86 AUBURN |
| 1 | | 556838 | Network Substation | 176 | Station Road AUBURN |
| 1 | | 384989 | Network Substation | 177 | Stubbs Street 382 AUBURN |
| 1 | | 565333 | Network Substation | 178 | The Crescent 35 AUBURN |
| B | | 387235 | Network Substation | 182 | Wellington Road AUBURN |
| 4 | | 592858 | Network Substation | 184 | Alma Road 12a PADSTOW |
| 3 | | 588978 | Network Substation | 185 | Horsley Road 318a MILPERRA |
| 71 | | 586645 | Network Substation | 186 | Anzac Street 3 GREENACRE |
| 1 | | 581146 | Network Substation | 203 | Boronia Road 31a GREENACRE |
| 11 | | 1151290 | Zone Substation | 206 | Tarro Avenue 28 REVESBY |
| 1 | | 571572 | Network Substation | 207 | Brunker Road 26a GREENACRE |
| 1 | | 571939 | Network Substation | 208 | Brunker Road 95 YAGOONA |
| 1 | | 611027 | Network Substation | 209 | Aloha Street 2 MASCOT |
| 21 | | 578489 | Network Substation | 212 | Campbell Hill Road 31 CHESTER HILL |
| 6 | | 594497 | Network Substation | 215 | Canterbury Road 52 BANKSTOWN |
| 1 | | 570749 | Network Substation | 217 | Chapel Road 125 SOUTH BANKSTOWN |
| 10 | | 564919 | Network Substation | 219 | Chapel Road 479a SOUTH BANKSTOWN |
| 3 | | 564847 | Network Substation | 221 | Chapel Road 161 SOUTH BANKSTOWN |
| 1 | | 590143 | Network Substation | 225 | Chiswick Road 8b GREENACRE |
| 6 | | 253391 | Network Substation | 226 | Chiswick Road 65a GREENACRE |
| 89 | | 30451 | Zone Substation | 227 | Christina Road 17 VILLAWOOD |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|--|
| 1 | | 334614 | Network Substation | 232 | Cooper Road 176b & Palomar Parade YAGOONA |
| 6 | | 253070 | Network Substation | 240 | Edgar Street 127a BANKSTOWN |
| 31 | | 599369 | Network Substation | 248 | Ganmain Crescent 1a MILPERRA |
| 1 | | 613554 | Network Substation | 249 | Gascoigne Road 2a BIRRONG |
| 16 | | 579941 | Network Substation | 260 | Green Street 11a REVESBY |
| 1 | | 701241 | Network Substation | 261 | Griffiths Avenue 66 PUNCHBOWL |
| 65 | | 201186 | Zone Substation | 271 | Georgina Street 1 - 7 BASS HILL |
| 66 | | 201186 | Zone Substation | 271 | Georgina Street 1 - 7 BASS HILL |
| 67 | | 201186 | Zone Substation | 271 | Georgina Street 1 - 7 BASS HILL |
| 68 | | 201186 | Zone Substation | 271 | Georgina Street 1 - 7 BASS HILL |
| 69 | | 201186 | Zone Substation | 271 | Georgina Street 1 - 7 BASS HILL |
| 1 | | 537642 | Network Substation | 272 | Murdoch Street 70 CREMORNE |
| 5 | | 616460 | Zone Substation | 289 | Marigold Street 48 REVESBY |
| 1 | | 570967 | Network Substation | 298 | Milperra Road 259a REVESBY |
| 4 | | 587858 | Network Substation | 302 | Mitchell Street 24a CONDELL PARK |
| 21 | | 574834 | Network Substation | 304 | Old Kent Road 232 GREENACRE |
| 1 | | 530743 | Network Substation | 305 | Olympic Parade 4b BANKSTOWN |
| 1 | | 626504 | Network Substation | 306 | Padstow Parade 10a PADSTOW |
| 11 | | 563346 | Network Substation | 313 | Raymond Street 37 BANKSTOWN |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|--------------------------|----------------|-------------|--------------------------|------|---|
| 1 | | 507325 | Network Substation | 314 | Macquarie Street 65a GREENACRE |
| 1 | | 595058 | Network Substation | 317 | Roberts Road 2a GREENACRE |
| 11 | | 14265 | Network Substation | 318 | Rodd Street 44 BIRRONG |
| 1 Concurrent Lease | | 706930 | Zone Substation | 320 | Rookwood Road 225 POTTS HILL |
| Auto Consol | | 10666-195 | Zone Substation | 325 | Rosedale Avenue 81a - 89 & Anzac Street GREENACRE |
| 1 | | 449056 | Zone Substation | 325 | Rosedale Avenue 81a - 89 & Anzac Street GREENACRE |
| 1 | | 598294 | Network Substation | 331 | Sir Joseph Banks Street 35a BANKSTOWN |
| 30 | | 25402 | Network Substation | 332 | Sir Thomas Mitchell Road 16 CHESTER HILL |
| X | | 406196 | Network Substation | 335 | Greenfield Parade 15a BANKSTOWN |
| 1 | | 572070 | Network Substation | 337 | Swan Street 14a REVESBY |
| 1 | | 569114 | Network Substation | 340 | Turvey Street 50 PADSTOW |
| 21 | | 584150 | Network Substation | 341 | Vega Street 50a REVESBY |
| 1 | | 626844 | Network Substation | 342 | Vimy Street 2a BANKSTOWN |
| 16 | | 15334 | Depot/zone Substation | 344 | Wellington Road 51 & Gascoigne Road 1 BIRRONG |
| Auto Consol | | 8410-40 | Depot/zone Substation | 344 | Wellington Road 51 & Gascoigne Road 1 BIRRONG |
| Auto Consol | | 7259-179 | Depot/zone Substation | 344 | Wellington Road 51 & Gascoigne Road 1 BIRRONG |
| 21 | | 15334 | Depot/zone Substation | 344 | Wellington Road 51 & Gascoigne Road 1 BIRRONG |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|--|
| 41 | | 566098 | Network Substation | 345 | Werona Avenue 20a PADSTOW |
| 12 | | 239465 | Network Substation | 353 | Yamma Street 23 SEFTON |
| 400 | | 712993 | Network Substation | 357 | Botany Road 1440 BANKSMEADOW |
| 1 | | 232836 | Network Substation | 360 | Botany Road Nr Coward Street MASCOT |
| 3 | | 531380 | Network Substation | 363 | Bunnerong Road 3 Nr Devitt Place HILLSDALE |
| 1 | | 310135 | Network Substation | 366 | Byrnes Street 14 BOTANY |
| A | | 414617 | Network Substation | 368 | Chalmers Crescent 4a MASCOT |
| 1 | | 543631 | Network Substation | 369 | Church Avenue MASCOT |
| 3 | | 512935 | Network Substation | 376 | Evans Avenue & Dalby Place EASTLAKES |
| 1 | | 542582 | Network Substation | 380 | Denison Street HILLSDALE |
| 1 | | 525659 | Network Substation | 383 | Dransfield Avenue MASCOT |
| Y | | 417269 | Network Substation | 385 | Edgehill Avenue BOTANY |
| 1 | | 510447 | Network Substation | 387 | Ewan Street MASCOT |
| 1 | | 505170 | Network Substation | 389 | Francis Street 4a MASCOT |
| 19 | A | 1844 | Network Substation | 390 | Gardeners Road 489 & William Street ROSEBERY |
| 1 | | 224757 | Zone Substation | 393 | Gardeners Road 611 Nr Old Botany Road MASCOT |
| A | | 413013 | Network Substation | 397 | Gordon Street ROSEBERY |
| 1 | | 203072 | Network Substation | 398 | King Lane Off Hardie Street BOTANY |
| B | | 411710 | Network Substation | 401 | Humphrey Street ROSEBERY |
| 1 | | 525658 | Network Substation | 404 | Issac Smith Street DACEYVILLE |
| 1 | | 553967 | Network Substation | 407 | Moreton Street 22 - 24 KINGSGROVE |
| 1 | | 740125 | Network Substation | 410 | William Street 16 BOTANY |
| 1 | | 611835 | Network Substation | 417 | Mascot Drive EASTLAKES |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|------------------------------|------|---|
| 1 | | 546063 | Network Substation | 419 | Glanville Avenue PAGEWOOD |
| 1 | | 622398 | Network Substation | 420 | Myrtle Street BOTANY |
| 111 | | 616196 | Network Substation | 425 | Park Parade PAGEWOOD |
| 1 | | 542529 | Sub-transmission Easement | 426 | Wentworth Avenue 58 & Park Parade BOTANY |
| 1 | | 310544 | Network Substation | 427 | Wentworth Avenue & Merchant Street MASCOT |
| 1 | | 542583 | Sub-transmission Easement | 428 | Swinbourne Street BOTANY |
| 1 | | 100632 | Network Substation | 437 | Pemberton Street 29 BOTANY |
| A | | 104826 | Network Substation | 438 | Ramsgate Street Nr Dover Street BOTANY |
| 1 | | 318870 | Network Substation | 442 | Robey Street 40 MASCOT |
| 1 | | 361770 | Network Substation | 444 | Margate Street 4 BOTANY |
| 2 | | 218388 | Network Substation | 445 | Slattery Parade & Gardeners Road EASTLAKES |
| 1 | | 611028 | Network Substation | 450 | Sutherland Street MASCOT |
| 4 | | 576286 | Network Substation | 453 | Tunbridge Street 4 MASCOT |
| 1 | | 516094 | Network Substation | 460 | Wentworth Avenue PAGEWOOD |
| 6 | | 131181 | Network Substation | 461 | Wentworth Avenue Nr Page Street MASCOT |
| 1 | | 669129 | Zone Substation | 462 | William Street 3 & Aylesbury Road BOTANY |
| 4 | | 511502 | Network Substation | 465 | Albert Crescent CROYDON |
| 1 | | 325573 | Network Substation | 466 | Angel Road 25a Nr The Boulevarde STRATHFIELD |
| 1 | | 324990 | Network Substation | 467 | Badminton Road 4 & Liverpool Street CROYDON |
| 1 | | 225597 | Network Substation | 468 | Baker Street 56a & Ann Street ENFIELD |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|--|
| 1 | | 316438 | Network Substation | 469 | Belmore Street Nr Burwood Road BURWOOD |
| 1 | | 366223 | Network Substation | 470 | Beresford Avenue Nr Austin Avenue CROYDON PARK |
| 1 | | 574784 | Network Substation | 473 | Burwood Road 5 Nr Liverpool Road BURWOOD HEIGHTS |
| 1 | | 324150 | Network Substation | 475 | Cooper Street 2b Nr Wentworth Road STRATHFIELD |
| 1 | | 548638 | Network Substation | 477 | Everton Road & Wentworth Road STRATHFIELD |
| 1 | | 449783 | Network Substation | 478 | George Street 67a & Gloucester Avenue BURWOOD |
| 1 | | 565638 | Network Substation | 479 | Georges River Road 243 CROYDON PARK |
| 1 | | 515824 | Network Substation | 480 | Georges River Road CROYDON PARK |
| 1 | | 519086 | Network Substation | 482 | Hextol Street CROYDON PARK |
| 13 | | 607950 | Network Substation | 484 | Ice-ton Street 12 BURWOOD |
| 1 | | 601289 | Network Substation | 486 | King Street 25 - 27a ENFIELD |
| A | | 392543 | Network Substation | 488 | Lees Avenue & Georges River Road CROYDON PARK |
| 1 | | 561455 | Network Substation | 489 | Liverpool Road 26 ENFIELD |
| 2 | | 536532 | Network Substation | 490 | Neich Parade 21 BURWOOD |
| 1 | | 449839 | Network Substation | 492 | Princes Street & Cheltenham Road BURWOOD |
| 1 | | 324188 | Network Substation | 493 | Russell Street 36 & The Boulevard STRATHFIELD |
| 1 | | 601288 | Network Substation | 494 | Shelley Street 15a (Off Grant Park) ENFIELD |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|--|
| 1 | | 319038 | Network Substation | 496 | Wallace Street 32 Nr Fitzroy Street BURWOOD |
| 2 | | 373352 | Network Substation | 497 | Webb Street 67 Nr Fitzroy Street CROYDON |
| 2 | | 593564 | Network Substation | 500 | Wentworth Road 21 STRATHFIELD |
| A | | 369848 | Network Substation | 503 | Alfred Street 15a CLEMTON PARK |
| 1 | | 435618 | Network Substation | 504 | Woolcott Street 6 & Ann Street EARLWOOD |
| 1 | | 571529 | Network Substation | 505 | Anderson Street 6 - 12 BELMORE |
| 455 | | 243672 | Network Substation | 506 | Arizona Place 3a RIVERWOOD |
| 1 | | 324896 | Network Substation | 510 | Baltimore Street 6 Nr Albert Street BELFIELD |
| 1 | | 550642 | Network Substation | 511 | Baltimore Street 42 - 44 BELFIELD |
| 1 | | 372991 | Network Substation | 512 | Bass Road 28a EARLWOOD |
| 1 | | 572071 | Network Substation | 516 | Beamish Street 42 - 46 CAMPSIE |
| 1 | | 551979 | Network Substation | 517 | Beaumont Street 32 KINGSGROVE |
| 1 | | 383244 | Network Substation | 518 | Boorea Avenue 2a LAKEMBA |
| 1 | | 554584 | Network Substation | 521 | Browning Street 4a CAMPSIE |
| 1 | | 182151 | Network Substation | 524 | Burwood Road 543 Nr Canterbury Road BELMORE |
| 1 | | 182150 | Network Substation | 525 | Knox Street 5 & Burwood Road BELMORE |
| 1 | | 379958 | Network Substation | 526 | Campaspe Avenue 3a PUNCHBOWL |
| X | | 410684 | Network Substation | 528 | Canterbury Road 428 Nr Bexley Road CAMPSIE |
| 13 | | 550343 | Network Substation | 532 | Canterbury Road 826a LAKEMBA |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|---|
| 1 | | 505538 | Network Substation | 533 | Forsyth Street 59b & Chapel Street BELMORE |
| 1 | | 437552 | Network Substation | 534 | Chapel Street 2d Nr Wilson Lane BELMORE |
| E | | 310411 | Network Substation | 539 | Church Street 94 Nr Railway Line CANTERBURY |
| 1 | | 376543 | Network Substation | 540 | Clarke Street 2 - 4 EARLWOOD |
| 1 | | 554729 | Network Substation | 541 | Clio Street 20 - 22 WILEY PARK |
| 1 | | 544959 | Network Substation | 542 | Clio Street 24a Nr Edge Street WILEY PARK |
| A | | 378961 | Network Substation | 544 | Close Street 2 Nr Canterbury Road CANTERBURY |
| 3 | | 571604 | Network Substation | 546 | Clyde Street 16a CROYDON PARK |
| 1 | | 376519 | Network Substation | 547 | Cross Street 1 CAMPSIE |
| 1 | | 230121 | Network Substation | 548 | Croydon Avenue 140a CROYDON PARK |
| 3 | | 547926 | Network Substation | 550 | Denman Avenue 74 WILEY PARK |
| 1 | | 569655 | Network Substation | 552 | Denman Avenue 38a WILEY PARK |
| 2 | | 388003 | Network Substation | 553 | Douglas Street 9 & Frost Street EARLWOOD |
| 1 | | 559051 | Network Substation | 554 | Dryden Street 27a - 29 CAMPSIE |
| 1 | | 551895 | Network Substation | 555 | Dudley Street 104a PUNCHBOWL |
| 1 | | 550834 | Network Substation | 556 | Duke Street 98a CAMPSIE |
| 1 | | 598673 | Network Substation | 557 | Crinan Street 89a & Wallace Lane HURLSTONE PARK |
| 1 | | 611627 | Network Substation | 558 | Floss Street & Euston Road HURLSTONE PARK |
| 1 | | 553515 | Network Substation | 559 | Fairmount Street 41a LAKEMBA |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|---------------------|------|--|
| B | | 390254 | Network Substation | 560 | Farnham Avenue 2a Nr Draper Avenue ROSELANDS |
| 1 | | 559901 | Network Substation | 561 | Ferguson Avenue 20a WILEY PARK |
| 1 | | 580953 | Network Substation | 562 | Ferguson Avenue 50 - 54 WILEY PARK |
| 3 | | 592100 | Network Substation | 563 | Fifth Avenue 19a CAMPSIE |
| 1 | | 191604 | Residential Cottage | 564 | Fifth Street 49 ASHBURY |
| 1 | | 557542 | Network Substation | 566 | First Avenue 33 CAMPSIE |
| 1 | | 556424 | Network Substation | 567 | Flora Street 38 - 40 ROSELANDS |
| 1 | | 124155 | Network Substation | 568 | Floss Street 12 HURLSTONE PARK |
| A | | 379452 | Network Substation | 568 | Floss Street 12 HURLSTONE PARK |
| 2 | | 114666 | Network Substation | 571 | Fourth Avenue 1a Nr Ninth Avenue CAMPSIE |
| 1 | | 599126 | Network Substation | 572 | Frazer Street 10 - 16 LAKEMBA |
| 32 | | 258888 | Network Substation | 573 | Garema Circuit 6a KINGSGROVE |
| 35 | | 258888 | Network Substation | 574 | Garema Circuit Lot 35 KINGSGROVE |
| 33 | | 258888 | Network Substation | 577 | Garema Circuit 41a KINGSGROVE |
| 1 | | 570145 | Network Substation | 578 | Garnet Street 38 - 40 DULWICH HILL |
| 4 | | 560412 | Network Substation | 579 | Georges River Road 120 - 132 CROYDON PARK |
| 1 | | 367891 | Network Substation | 581 | Gueudecourt Avenue 49a EARLWOOD |
| 1 | | 553876 | Network Substation | 582 | Haldon Street 201 - 205a LAKEMBA |
| 2 | | 583152 | Network Substation | 583 | Haldon Street 282 - 310 LAKEMBA |
| 1 | | 562161 | Network Substation | 584 | Hampden Road 97 LAKEMBA |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|--|
| 1 | | 557759 | Network Substation | 585 | Hampton Street 25a CROYDON PARK |
| Y | | 35912 | Network Substation | 587 | Hannans Road 103 NARWEE |
| 1 | | 440928 | Vacant Land | 588 | Hannans Road 15a & Napoleon Street RIVERWOOD |
| 1 | | 523830 | Network Substation | 590 | Harp Street 16b BELMORE |
| 1 | | 562086 | Network Substation | 591 | Homer Street 101a - 107 EARLWOOD |
| 1 | | 531174 | Network Substation | 592 | Homer Street 159 - 161 KINGSGROVE |
| A | | 364644 | Network Substation | 593 | Howard Street 1a CANTERBURY |
| 1 | | 547314 | Network Substation | 594 | Iluka Street 1a Nr Bonds Road RIVERWOOD |
| 1 | | 553516 | Network Substation | 597 | Karne Street PUNCHBOWL |
| 1 | | 506770 | Network Substation | 598 | Karne Street 84a NARWEE |
| 1 | | 368211 | Network Substation | 600 | King Street 51a ASHBURY |
| 1 | | 555579 | Network Substation | 601 | King Georges Road 218a ROSELANDS |
| 1 | | 508256 | Network Substation | 603 | Kingsgrove Road 190a KINGSGROVE |
| 71 | | 15126 | Network Substation | 604 | Bexley Road 129 & Kingsgrove Road EARLWOOD |
| 1 | | 369871 | Network Substation | 605 | Lakemba Street 80 Nr Brande Street BELMORE |
| A | | 440317 | Network Substation | 606 | Lancelot Street 2b PUNCHBOWL |
| 1 | | 569166 | Network Substation | 607 | Lincoln Street 67a BELFIELD |
| 1 | | 552334 | Network Substation | 608 | Loftus Street 37a CAMPSIE |
| 396 | | 228135 | Network Substation | 609 | Louisana Place 1 RIVERWOOD |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|--|
| 13 | | 566784 | Network Substation | 610 | Lundy Avenue 1b KINGSGROVE |
| 1 | | 557265 | Network Substation | 611 | Macdonald Street 9a LAKEMBA |
| 1 | | 407732 | Network Substation | 612 | Main Street 37a EARLWOOD |
| 1 | | 598218 | Network Substation | 614 | Mckenzie Street 1 CAMPSIE |
| 453 | | 243672 | Network Substation | 616 | Michigan Road 24 RIVERWOOD |
| 1 | | 560601 | Network Substation | 617 | Minter Street 38 - 42 CANTERBURY |
| 388 | | 228547 | Network Substation | 618 | Missouri Place 2 RIVERWOOD |
| 1 | | 369197 | Network Substation | 621 | Moore Street 14 CAMPSIE |
| 14 | | 544103 | Network Substation | 622 | Moorefields Road Nr Rodgers Street LAKEMBA |
| 1 | | 579254 | Network Substation | 623 | Moorefields Road 60a KINGSGROVE |
| 1 | | 570040 | Network Substation | 632 | New Canterbury Road 706a HURLSTONE PARK |
| 4 | | 18633 | Zone Substation | 633 | Nicholas Avenue 6 Nr Bexley Road CAMPSIE |
| A | | 350904 | Zone Substation | 633 | Nicholas Avenue 6 Nr Bexley Road CAMPSIE |
| 1 | | 235048 | Network Substation | 635 | Northcote Street CANTERBURY |
| E | | 14747 | Network Substation | 636 | Omaha Street 28 Nr Baltimore Road BELFIELD |
| A | | 30768 | Network Substation | 637 | Parry Avenue 6 NARWEE |
| 1 | | 434109 | Network Substation | 639 | Penshurst Road 1a Nr King Georges Road ROSELANDS |
| 1 | | 611378 | Network Substation | 640 | Phillips Avenue 11a CANTERBURY |
| 1 | | 574069 | Network Substation | 643 | Princess Street 44 - 46 CANTERBURY |
| X | | 405800 | Network Substation | 646 | Quigg Street 57a Nr Haldon Street LAKEMBA |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|--|
| 1 | | 306678 | Network Substation | 647 | Railway Parade 23 Nr Quigg Street LAKEMBA |
| 1 | | 322069 | Network Substation | 649 | Remly Street 2a Nr Canterbury Road ROSELANDS |
| 1 | | 326874 | Network Substation | 651 | Rogers Street 55 & Mccallum Street ROSELANDS |
| 2 | | 572447 | Network Substation | 652 | Rose Street 29a PUNCHBOWL |
| 1 | | 559749 | Network Substation | 653 | Rosebank Avenue 44 A Nr Armitree Street KINGSGROVE |
| Y | | 405645 | Network Substation | 656 | Roseview Avenue 42 ROSELANDS |
| A | | 417614 | Network Substation | 657 | Roslyn Street 86 ASHBURY |
| 1 | | 608072 | Network Substation | 658 | Rossmore Avenue 107 Nr Canterbury Road PUNCHBOWL |
| 3 | | 561019 | Network Substation | 659 | Second Avenue 58 - 64 CAMPSIE |
| 2 | | 356539 | Network Substation | 661 | Shackel Avenue 1a KINGSGROVE |
| 1 | | 321178 | Network Substation | 666 | South Parade Nr Beamish Street CAMPSIE |
| 1 | | 560101 | Network Substation | 667 | Sproule Street 89a - 91 LAKEMBA |
| 3 | | 617707 | Network Substation | 669 | The Walk 2a EARLWOOD |
| 1 | | 570491 | Network Substation | 670 | Third Avenue 6a CAMPSIE |
| 1 | | 551490 | Network Substation | 671 | Third Avenue 42a CAMPSIE |
| 1 | | 505939 | Network Substation | 672 | Tusmore Street 38a PUNCHBOWL |
| 1 | | 540460 | Network Substation | 674 | Unara Lane 1 CAMPSIE |
| 11 | | 596778 | Network Substation | 676 | Wangee Road 60a LAKEMBA |
| 11 | | 571285 | Network Substation | 677 | Wangee Road 78 - 80 LAKEMBA |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|-------------|----------------|-------------|--------------------|------|---|
| 11 | | 581051 | Network Substation | 679 | Wardell Road 70 - 74 EARLWOOD |
| 466 | | 596801 | Network Substation | 681 | Washington Avenue 2 RIVERWOOD |
| A | | 402127 | Network Substation | 682 | Wellington Road 2a Nr Homer Street EARLWOOD |
| 1 | | 370597 | Network Substation | 686 | Wiggs Road 26a - 28 RIVERWOOD |
| 1 | | 236280 | Network Substation | 689 | William Street 197 EARLWOOD |
| 2 | | 236280 | Network Substation | 689 | William Street 197 EARLWOOD |
| 2 | | 209176 | Network Substation | 690 | William Street 92 EARLWOOD |
| 34 | | 251772 | Network Substation | 692 | Wirega Avenue 3 KINGSGROVE |
| B | | 399502 | Network Substation | 698 | Wolli Avenue 2a & Bray Avenue EARLWOOD |
| Auto Consol | | 11679-144 | Zone Substation | 699 | Ada Street 32 CONCORD |
| 2 | | 100697 | Network Substation | 700 | Arthur Street 1a Nr Wellbank Street CONCORD |
| 1 | | 321453 | Network Substation | 703 | Brays Road 40a & Van Hee Street CONCORD |
| 19 | | 620861 | Network Substation | 705 | Broughton Street 1e Nr Parramatta Road CONCORD |
| 81 | | 554698 | Network Substation | 709 | Bexley Road 33 - 35 EARLWOOD |
| 1 | | 514055 | Zone Substation | 713 | Bonds Road 76 PUNCHBOWL |
| 146 | | 219457 | Vacant Land | 717 | Ambleside Street 28a COLLARROY PLATEAU |
| 1 | | 521807 | Network Substation | 719 | Clermont Street 1a NORTH STRATHFIELD |
| 1 | | 102651 | Network Substation | 721 | Concord Road 108a & Napier Street NORTH STRATHFIELD |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|--|
| 1 | | 748005 | Network Substation | 722 | Cooper Street 32a & Everton Street STRATHFIELD |
| 22 | | 561866 | Network Substation | 723 | Corby Avenue 1a CONCORD |
| 1 | | 601106 | Vacant Land | 724 | Cormiston Avenue 1a CONCORD |
| 32 | | 546204 | Network Substation | 727 | Evelyn Avenue 2a CONCORD |
| A | | 382070 | Zone Substation | 728 | George Street 31 CONCORD WEST |
| 1 | | 1629 | Network Substation | 730 | George Street 40 A Nr Lemnos Street NORTH STRATHFIELD |
| 1 | | 607236 | Network Substation | 734 | Greenlees Avenue 2a CONCORD |
| 18 | | 239579 | Network Substation | 740 | Leeds Street 2a Nr Concord Road RHODES |
| 69 | | 243992 | Network Substation | 741 | Marceau Drive 29a CONCORD |
| 31 | D | 10188 | Network Substation | 742 | Myall Street 48 & Quandong Street CONCORD WEST |
| 10 | | 576847 | Network Substation | 743 | Norman Street 11a CONCORD |
| 5 | | 606747 | Network Substation | 744 | Nullawarra Avenue 11 CONCORD WEST |
| 1 | | 320106 | Network Substation | 748 | Parramatta Road 197 Nr Railway Street HOMEBUSH |
| 1 | | 320873 | Network Substation | 750 | Stanley Street 7 Nr Burwood Road CONCORD |
| 1 | | 179878 | Network Substation | 751 | Sydney Street 22 Nr Inverary Street CONCORD |
| 1 | | 318589 | Network Substation | 752 | Trafalgar Parade 1a CONCORD |
| B | | 341524 | Network Substation | 753 | Tripod Street 17b Nr Zoeller Street CONCORD |
| 1 | | 320043 | Network Substation | 758 | Tenterfield Street 6a & Waratah Street NORTH STRATHFIELD |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|--|
| 1 | | 380350 | Network Substation | 759 | Yaralla Street 4a CONCORD WEST |
| 1 | | 112384 | Network Substation | 760 | Wellbank Street 2a NORTH STRATHFIELD |
| 1 | | 553337 | Network Substation | 761 | Arthur Street FIVE DOCK |
| Y | | 411932 | Network Substation | 762 | Barnstaple Road 63 & Ingham Avenue FIVE DOCK |
| 42 | | 242652 | Network Substation | 763 | Bayview Road Nr Noongah Place CANADA BAY |
| 1 | | 526290 | Network Substation | 764 | Bibby Street CHISWICK |
| 1 | | 599397 | Network Substation | 765 | Bickleigh Street & Bickleigh Lane ABBOTSFORD |
| 1 | | 551175 | Network Substation | 766 | Bortfield Drive & Blackwall Point Road CHISWICK |
| 1 | | 594696 | Network Substation | 767 | Barnstaple Road 66e FIVE DOCK |
| 1 | | 552333 | Network Substation | 770 | Bortfield Drive CHISWICK |
| 1 | | 535728 | Network Substation | 771 | Bortfield Drive CHISWICK |
| 1 | | 183679 | Network Substation | 772 | Brent Street RUSSELL LEA |
| 1 | | 559001 | Network Substation | 774 | Charles Street 26e FIVE DOCK |
| 1 | | 557293 | Network Substation | 775 | College Street 51 - 53 DRUMMOYNE |
| 1 | | 557930 | Network Substation | 776 | Collingwood Street 27 - 31 DRUMMOYNE |
| A | | 373732 | Network Substation | 779 | East Street 2a & Wrights Point FIVE DOCK |
| 1 | | 183192 | Network Substation | 780 | Edwin Street & Ferry Lane DRUMMOYNE |
| X | | 409099 | Network Substation | 789 | Great North Road 376a ABBOTSFORD |
| 1 | | 559965 | Network Substation | 792 | Hampden Road 166 ABBOTSFORD |
| 1 | | 620133 | Network Substation | 793 | Henry Street FIVE DOCK |
| 11 | | 558188 | Network Substation | 794 | Kings Road 60e FIVE DOCK |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|--|
| 1 | | 574318 | Network Substation | 796 | Lyons Road 437 - 441 FIVE DOCK |
| 70 | | 668981 | Network Substation | 797 | Lyons Road 60 & Bayswater Street DRUMMOYNE |
| B | | 408976 | Network Substation | 798 | Margaret Street FIVE DOCK |
| 1 | | 558056 | Network Substation | 799 | Montrose Road 2 - 4 ABBOTSFORD |
| B | | 345089 | Network Substation | 800 | Myler Street FIVE DOCK |
| 1 | | 183466 | Network Substation | 804 | Pine Avenue 53 Nr Wareemba Road FIVE DOCK |
| A | | 374687 | Network Substation | 805 | Polding Street & Gipps Street DRUMMOYNE |
| 1 | | 1119946 | Network Substation | 808 | Ramsay Road 2e FIVE DOCK |
| 1 | | 590874 | Network Substation | 809 | Regatta Road FIVE DOCK |
| 1 | | 599141 | Network Substation | 810 | Rokeby Road 9 - 11 ABBOTSFORD |
| 1 | | 557440 | Network Substation | 811 | Sibbick Street 42 - 44 RUSSELL LEA |
| 1 | | 504478 | Network Substation | 812 | Spring Street ABBOTSFORD |
| 2 | | 585916 | Network Substation | 813 | St Albans Street ABBOTSFORD |
| 1 | | 583655 | Network Substation | 814 | St Georges Crescent DRUMMOYNE |
| 1 | | 235446 | Network Substation | 816 | St Georges Crescent DRUMMOYNE |
| 1 | | 560430 | Network Substation | 819 | Victoria Place 334 - 336 DRUMMOYNE |
| 1 | | 549779 | Network Substation | 821 | Victoria Place DRUMMOYNE |
| 1 | | 540049 | Network Substation | 822 | Victoria Place 347e DRUMMOYNE |
| 10 | | 581811 | Zone Substation | 823 | Wareemba Street & Hampden Road ABBOTSFORD |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|-------------|----------------|-------------|--------------------|------|--|
| C | | 332646 | Network Substation | 824 | Spencer Street Nr William Street FIVE DOCK |
| 1 | | 364077 | Network Substation | 825 | Wolseley Street 15e Nr Wrights Rd DRUMMOYNE |
| 1 | | 570291 | Network Substation | 826 | Wright's Road 59e DRUMMOYNE |
| 1 | | 597615 | Network Substation | 828 | Lyons Road (Friend Avenue) FIVE DOCK |
| 1 | | 403866 | Network Substation | 829 | York Avenue 15 FIVE DOCK |
| 1 | | 706656 | Network Substation | 853 | Bundara Avenue TERRIGAL |
| 1 | | 629609 | Network Substation | 869 | Dane Drive 11 GOSFORD |
| 1 | | 561752 | Network Substation | 901 | Carr Street 11s COOGEE |
| 872 | | 619613 | Zone Substation | 908 | Gindurra Road 22 SOMERSBY |
| Auto Consol | | 5786-88 | Zone Substation | 1008 | Ocean Beach Road 42 WOY WOY |
| Auto Consol | | 5802-128 | Zone Substation | 1008 | Ocean Beach Road 42 WOY WOY |
| 31 | 1 | 7923 | Zone Substation | 1008 | Ocean Beach Road 42 WOY WOY |
| Auto Consol | | 5865-238 | Zone Substation | 1008 | Ocean Beach Road 42 WOY WOY |
| 34 | 1 | 7923 | Zone Substation | 1008 | Ocean Beach Road 42 WOY WOY |
| 11 | | 863180 | Zone Substation | 1011 | Osborne Avenue 99 & Australia Avenue UMINA BEACH |
| 1 | | 507532 | Zone Substation | 1063 | Picketts Valley Road 60 PICKETTS VALLEY |
| 81 | | 584385 | Zone Substation | 1082 | Chamberlain Road LISAROW |
| 108 | | 2739 | Zone Substation | 1088 | The Entrance Road 129 ERINA |
| 194 | | 1976 | Zone Substation | 1101 | Willoughby Road 125 TERRIGAL |
| 195 | | 659566 | Vacant Land | 1101 | Willoughby Road 125 TERRIGAL |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|--|
| 1 | | 597411 | Network Substation | 1122 | Albert Street 57 - 71 HORNSBY |
| 10 | | 136128 | Zone Substation | 1129 | Geneva Street 11 Cnr Greenview Pde & BEROWRA |
| 25 | | 241286 | Zone Substation | 1129 | Geneva Street 11 Cnr Greenview Pde & BEROWRA |
| 1 | | 550397 | Zone Substation | 1129 | Geneva Street 11 Cnr Greenview Pde & BEROWRA |
| 1 | | 579017 | Network Substation | 1130 | Ashley Street 20a HORNSBY |
| 1 | | 593492 | Network Substation | 1131 | Ball Avenue 2b EASTWOOD |
| 11 | | 605746 | Network Substation | 1154 | Mundowi Road 3a & Beaumont Road MOUNT KURING-GAI |
| 1 | | 591175 | Network Substation | 1170 | Berowra Waters Road Lot 1 BEROWRA |
| 1 | | 611379 | Network Substation | 1181 | Beryl Avenue 1a MOUNT COLAH |
| 6 | | 22112 | Zone Substation | 1188 | Bridge Road 51 - 57 & Denison Street HORNSBY |
| 7 | | 22112 | Zone Substation | 1188 | Bridge Road 51 - 57 & Denison Street HORNSBY |
| 1 | | 1082720 | Parking | 1190 | Bridge Road 50 - 56 & Water Street HORNSBY |
| 2 | | 1082720 | Parking | 1190 | Bridge Road 50 - 56 & Water Street HORNSBY |
| 1 | | 565405 | Network Substation | 1196 | Burdett Street 44 A Nr Sherbrook Road HORNSBY |
| 1 | | 559395 | Network Substation | 1197 | Burdett Street 22a - 24 HORNSBY |
| X | | 417281 | Network Substation | 1210 | Crusader Road 3b & Galston Road & GALSTON |
| 11 | | 596973 | Network Substation | 1221 | Clovelly Road 27b HORNSBY |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|---|
| 1 | | 588671 | Network Substation | 1238 | Doomben Avenue 7a EASTWOOD |
| 1 | | 586502 | Network Substation | 1249 | Dural Street 5 - 9 HORNSBY |
| 13 | | 598318 | Network Substation | 1252 | Edensor Street 14a EPPING |
| 1 | | 564793 | Network Substation | 1253 | Edgeworth David Avenue 23 A WAITARA |
| 1 | | 596726 | Network Substation | 1259 | Epping Road 7a EPPING |
| 1 | | 590705 | Network Substation | 1260 | Essex Street 4a EPPING |
| 1 | | 570372 | Vacant Land | 1272 | Frederick Street 5a HORNSBY |
| 1 | | 575900 | Network Substation | 1278 | Galston Road 360 DURAL |
| 1 | | 560692 | Network Substation | 1306 | Hunter Street 38 - 42 HORNSBY |
| 1 | | 570325 | Vacant Land | 1307 | Hunter Street 46a - 48 HORNSBY |
| 1 | | 571414 | Network Substation | 1308 | Hunter Street 64 - 66 HORNSBY |
| 1 | | 565014 | Network Substation | 1309 | Hunter Street 84a HORNSBY |
| 3 | | 568564 | Vacant Land | 1310 | Hunter Street 90a HORNSBY |
| 1 | | 575207 | Vacant Land | 1311 | Hunter Street 95a HORNSBY |
| 1 | | 564120 | Network Substation | 1312 | Hunter Street 103a HORNSBY |
| 21 | | 575489 | Vacant Land | 1313 | Hunter Street 109a HORNSBY |
| 1 | | 605003 | Network Substation | 1318 | Pacific Highway 138a & James Street HORNSBY |
| A | | 379519 | Zone Substation | 1330 | Loftus Road 17 & Victoria Road PENNANT HILLS |
| 1 | | 579738 | Network Substation | 1349 | Muriel Street 2b HORNSBY |
| 1 | | 570822 | Network Substation | 1350 | Muriel Street 35a HORNSBY |
| 16 | | 598036 | Vacant Land | 1351 | Muriel Street 21a HORNSBY |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|--|
| 1 | | 605749 | Network Substation | 1356 | New Farm Road 52b PENNANT HILLS |
| 1 | | 592618 | Network Substation | 1386 | Pacific Highway 27 - 29 WAHROONGA |
| 1 | | 594731 | Network Substation | 1387 | Pacific Highway 60a WAITARA |
| 21 | | 816875 | Network Substation | 1388 | Ashley Lane 2c HORNSBY |
| 1 | | 576274 | Network Substation | 1393 | Palmerston Road 51a HORNSBY |
| 1 | | 567945 | Network Substation | 1394 | Park Avenue 7 - 9 WAITARA |
| 21 | | 575477 | Network Substation | 1397 | Pattison Avenue 3 - 7 WAITARA |
| 1 | | 573866 | Vacant Land | 1399 | Union Street 16a WEST RYDE |
| 1 | | 583654 | Network Substation | 1401 | Aaron Place 1a & Pennant Hills Road WAHROONGA |
| 1 | | 535727 | Network Substation | 1402 | Pennant Hills Road 70a NORMANHURST |
| 1 | | 560218 | Network Substation | 1409 | Ray Road 17 - 19a EPPING |
| 211 | | 598618 | Network Substation | 1420 | Salisbury Road 29 - 37 ASQUITH |
| 6 | | 561689 | Network Substation | 1426 | Sherbrook Road 7a HORNSBY |
| 1 | | 562185 | Network Substation | 1427 | Florence Street 79a & Sherbrook Road HORNSBY |
| 1 | | 571347 | Network Substation | 1447 | William Street 25 - 29 HORNSBY |
| A | | 334636 | Network Substation | 1457 | Church Street Opp. Herberton Avenue HUNTERS HILL |
| 1 | | 190337 | Network Substation | 1458 | Cowell Street 2a GLADESVILLE |
| A | | 415685 | Network Substation | 1460 | Foss Street 5 & Alexandra Street HUNTERS HILL |
| 1 | | 85924 | Network Substation | 1461 | Gale Street WOOLWICH |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|---------------------------|------|--------------------------------|
| 1 | | 103794 | Network Substation | 1463 | Isler Street GLADESVILLE |
| 1 | | 222640 | Network Substation | 1464 | Joubert Street HUNTERS HILL |
| 2 | | 567284 | Network Substation | 1465 | Junction Street GLADESVILLE |
| 1 | | 380301 | Network Substation | 1466 | Note Street HUNTERS HILL |
| 3 | | 535074 | Network Substation | 1468 | Short Street 6 HUNTERS HILL |
| 1 | | 599095 | Network Substation | 1472 | Woolwich Road HUNTERS HILL |
| 6 | | 702963 | Network Substation | 1477 | Allwood Crescent 68h LUGARNO |
| 34 | | 15552 | Network Easement | 1480 | Anderson Road 71 MORTDALE |
| 4 | | 627376 | Network Substation | 1481 | Austin Avenue NARWEE |
| 1 | | 431830 | Network Substation | 1487 | Bridge Street 1a PENSHURST |
| X | | 417978 | Network Substation | 1488 | Commercial Road 36 KINGSGROVE |
| B | | 154171 | Network Substation | 1489 | Cook Street 31 MORTDALE |
| 2 | | 831932 | Sub-transmission Easement | 1496 | Depot Road 20 PEAKHURST |
| 50 | | 8435 | Zone Substation | 1497 | Donald Street 71 HURSTVILLE |
| 42 | | 9020 | Zone Substation | 1505 | Gungah Bay Road 8 OATLEY |
| 43 | | 9020 | Zone Substation | 1505 | Gungah Bay Road 8 OATLEY |
| 41 | | 9020 | Vacant Land | 1506 | Gungah Bay Road 2 OATLEY |
| 1 | | 186179 | Network Substation | 1514 | Lily Street 3 HURSTVILLE |
| 67 | | 206906 | Network Substation | 1521 | Lorraine Street 156a PEAKHURST |
| 3 | | 577938 | Network Substation | 1524 | Merriwa Street 17 - 23 GORDON |
| 1 | | 513371 | Sub-transmission Easement | 1527 | Norman Street 38 PEAKHURST |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|-------------|----------------|-------------|--------------------|------|--|
| 41 | | 630004 | Network Substation | 1537 | Sunshine Parade PEAKHURST |
| 2 | | 369925 | Zone Substation | 1540 | Talbot Street 38 RIVERWOOD |
| 3 | | 369925 | Zone Substation | 1540 | Talbot Street 38 RIVERWOOD |
| Auto Consol | | 10536-194 | Zone Substation | 1547 | Blakesley Road 20 HURSTVILLE |
| 5 | | 622396 | Network Substation | 1548 | Coleborne Avenue MORTDALE |
| 12 | | 911188 | Network Substation | 1551 | Gray Street 1a KOGARAH |
| 1 | | 507312 | Network Substation | 1563 | Ormonde Parade 3 HURSTVILLE |
| 2 | | 507312 | Network Substation | 1563 | Ormonde Parade 3 HURSTVILLE |
| A | | 406826 | Network Substation | 1573 | Boundary Street 195 & Allard Avenue ROSEVILLE |
| 1 | | 370091 | Network Substation | 1574 | Archbold Road 89a LINDFIELD |
| 1 | | 384810 | Network Substation | 1575 | Arthur Street KILLARA |
| 1 | | 184042 | Network Substation | 1578 | Beaconsfield Parade LINDFIELD |
| 1 | | 376719 | Network Substation | 1582 | Boomerang Street TURRAMURRA |
| 1 | | 223894 | Network Substation | 1583 | Boundary Road WAHROONGA |
| 1 | | 577297 | Network Substation | 1584 | Boyd Street TURRAMURRA |
| 20 | | 23745 | Network Substation | 1585 | Fiddens Wharf Road & Bradfield Road KILLARA |
| 1 | | 419591 | Network Substation | 1595 | Katina Street 39 TURRAMURRA |
| 1 | | 449664 | Network Substation | 1596 | Chelmsford Avenue & Trafalgar Avenue LINDFIELD |
| 2 | | 354472 | Network Substation | 1597 | Pacific Highway 723 & Churchill Lane GORDON |
| 1 | | 585454 | Network Substation | 1600 | Curtin Avenue & Forde Avenue WAHROONGA |
| X | | 381570 | Network Substation | 1605 | Durham Avenue ST IVES |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|-------------|----------------|-------------|-----------------------|------|---|
| 33 | | 252197 | Network Substation | 1611 | Florey Avenue PYMBLE |
| 1 | | 343476 | Network Substation | 1622 | Karranga Avenue 390 KILLARA |
| 1 | | 1099834 | Network Substation | 1629 | Pymble Avenue 44a & Livingstone Avenue PYMBLE |
| 1 | | 853035 | Network Substation | 1645 | Babbage Road 40 & Malvern Street EAST ROSEVILLE |
| X | | 381425 | Network Substation | 1647 | Marshall Avenue 3a & Fox Valley Road WARRAWEE |
| 11 | | 568968 | Network Substation | 1648 | Mcintosh Street GORDON |
| 1 | | 566663 | Network Substation | 1653 | Merriwa Street 7 - 11 GORDON |
| 11 | | 578002 | Network Substation | 1656 | Mona Vale Road 245 Nr Stanley Street ST IVES |
| Auto Consol | | 11745-35 | Zone Substation | 1657 | Mona Vale Road 206 & Memorial Avenue ST IVES |
| 1 | | 437968 | Network Substation | 1659 | Moorina Road PYMBLE |
| 1 | | 370558 | Network Substation | 1665 | Nelson Road LINDFIELD |
| 1 | | 585805 | Network Substation | 1666 | Neringah Avenue South 13 WAHROONGA |
| 11 | | 594008 | Network Substation | 1667 | Pacific Highway 1208 - 1220 PYMBLE |
| 2 | | 590495 | Network Substation | 1668 | Pacific Highway 1316a - 1322 TURRAMURRA |
| 4 | | 567065 | Network Substation | 1669 | Pacific Highway WAHROONGA |
| 1 | | 558509 | Network Substation | 1670 | Pacific Highway 1286 - 1290 TURRAMURRA |
| 4 | | 565324 | Network Substation | 1671 | Pacific Highway 568 KILLARA |
| Auto Consol | | 7329-16 | Depot/zone Substation | 1673 | Pacific Highway 982 - 984 PYMBLE |
| Auto Consol | | 4677-232 | Zone Substation | 1675 | Pacific Highway 402 LINDFIELD |
| 3 | | 667609 | Zone Substation | 1675 | Pacific Highway 402 LINDFIELD |

Should read 223

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|---|
| A | | 449824 | Network Substation | 1676 | Pacific Highway 161a & Shirley Road ROSEVILLE |
| 1 | | 578733 | Network Substation | 1677 | Pacific Highway 895a PYMBLE |
| 1 | | 788743 | Vacant Land | 1678 | Pacific Highway 909b PYMBLE |
| 1 | | 181261 | Zone Substation | 1680 | Pacific Highway 1243 & Turramurra St TURRAMURRA |
| 1 | | 203456 | Zone Substation | 1680 | Pacific Highway 1243 & Turramurra St TURRAMURRA |
| B | | 396197 | Zone Substation | 1680 | Pacific Highway 1243 & Turramurra St TURRAMURRA |
| 1 | | 505039 | Zone Substation | 1680 | Pacific Highway 1243 & Turramurra St TURRAMURRA |
| B | | 371827 | Network Substation | 1685 | Park Avenue 2a ROSEVILLE |
| 25 | | 585038 | Network Substation | 1687 | Rohini Street 51a TURRAMURRA |
| 1 | | 379815 | Network Substation | 1689 | Albion Street 71a ANNANDALE |
| 1 | | 366408 | Network Substation | 1690 | Sydney Road EAST LINDFIELD |
| 1 | | 368765 | Network Substation | 1690 | Sydney Road EAST LINDFIELD |
| 1 | | 543666 | Network Substation | 1691 | Torokina Avenue ST IVES |
| 1 | | 347609 | Network Substation | 1693 | Treatts Road LINDFIELD |
| 2 | | 590277 | Network Substation | 1696 | Kamilaroy Road (Windsor Walk) WEST PYMBLE |
| 1 | | 382719 | Network Substation | 1697 | Warwilla Avenue 2 & Coonanbarra Road WAHROONGA |
| 32 | | 28025 | Network Substation | 1704 | Yeramba Street 26 Nr Mimosas Road TURRAMURRA |
| 11 | | 558654 | Network Substation | 1705 | Apollo Place LANE COVE WEST |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|---|
| 1 | | 575901 | Network Substation | 1706 | Longueville Road 139a & Austin Street LANE COVE |
| 1 | | 527097 | Network Substation | 1708 | Austin Crescent LANE COVE |
| X | | 414022 | Network Substation | 1709 | Pacific Highway & Berry Road ST LEONARDS |
| 1 | | 379019 | Network Substation | 1710 | Burley Street 1b LANE COVE WEST |
| 1 | | 559620 | Network Substation | 1717 | Grace Street & Burns Bay Road LANE COVE |
| 21 | | 553877 | Network Substation | 1718 | Burns Bay Road 295 LANE COVE |
| 11 | | 539257 | Network Substation | 1719 | Burns Bay Road 131a Nr Gentle Street LANE COVE |
| 1 | | 542980 | Network Substation | 1720 | Burns Bay Road 90 - 92 LANE COVE |
| 1 | | 380831 | Network Substation | 1723 | Campbell Avenue 3 LANE COVE |
| 1 | | 231973 | Network Substation | 1724 | Centennial Avenue 42 LANE COVE |
| 3 | | 560889 | Network Substation | 1725 | Christie Street 84a ST LEONARDS |
| 1 | | 536567 | Network Substation | 1727 | Coxs Lane 1a Nr Epping Road LANE COVE |
| 1 | | 566041 | Network Substation | 1733 | Greenwich Road 2a GREENWICH |
| 1 | | 548790 | Network Substation | 1734 | Helen Street 28a LANE COVE |
| 1 | | 531281 | Network Substation | 1735 | Helen Street LANE COVE |
| 1 | | 569592 | Network Substation | 1736 | Helen Street 81 LANE COVE |
| 1 | | 550547 | Network Substation | 1737 | Huxtable Avenue 26a LANE COVE |
| C | | 382698 | Network Substation | 1738 | Kariola Street 7 LANE COVE |
| 1 | | 383702 | Network Substation | 1739 | Kenneth Street 24a LONGUEVILLE |
| 1 | | 548097 | Network Substation | 1740 | Landers Road 52a - 56 LANE COVE |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------------------|------|---|
| 1 | | 380807 | Network Substation | 1742 | Alpha Road & Beta Road LANE COVE |
| Y | | 418053 | Network Substation | 1743 | Mars Road Nr Chaplin Drive LANE COVE WEST |
| 1 | | 555580 | Network Substation | 1744 | Roslyn Street & Mowbray Road LANE COVE |
| 1 | | 538391 | Network Substation | 1745 | Mowbray Road LANE COVE WEST |
| 1 | | 539618 | Network Substation | 1746 | Mowbray Road West LANE COVE WEST |
| 1 | | 546849 | Network Substation | 1748 | Murray Street 18 - 22 LANE COVE WEST |
| 1 | | 560525 | Network Substation | 1751 | Pacific Highway 194 LANE COVE |
| 1 | | 622321 | Network Substation | 1753 | Albion Street 1 ROZELLE |
| 1 | | 78554 | Network Substation | 1754 | River Road 59a - 61a GREENWICH |
| 1 | | 369117 | Network Substation | 1755 | Trouve Street 18 & River Road LANE COVE |
| 1 | | 182149 | Network Substation | 1758 | Birdwood Avenue Nr Rosenthal Avenue LANE COVE |
| 1 | | 581355 | Network Substation | 1760 | Sirius Road LANE COVE WEST |
| 41 | | 571838 | Network Substation | 1761 | Sirius Road 7a LANE COVE WEST |
| 11 | | 567279 | Vacant Land | 1762 | Sirius Road 13a Nr Appollo Place LANE COVE WEST |
| 2 | | 229074 | Miscellaneous Establishment | 1763 | Mars Road 18 - 20 Nr Sirius Road LANE COVE WEST |
| 3 | | 229074 | Miscellaneous Establishment | 1763 | Mars Road 18 - 20 Nr Sirius Road LANE COVE WEST |
| 1 | | 540715 | Network Substation | 1765 | Stokes Street 19 LANE COVE |
| 1 | | 527420 | Network Substation | 1770 | Marion Street 105a (Balmain Road) LILYFIELD |
| 3 | | 1115655 | Zone Substation | 1771 | Balmain Road 133 - 141 LEICHHARDT |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|-------------|----------------|-------------|--|-----------|--|
| Auto Consol | | 2198-134 | Network Substation | 1777 | Burton Street 40 GLEBE |
| 1 | | 542844 | Network Substation | 1780 | Charles Street LEICHHARDT |
| 21 | | 667230 | Network Substation | 1781 | Chester Street 98 CAMPERDOWN |
| 1 | | 103567 | Network Substation | 1784 | Collins Street 12 ANNANDALE |
| 11 | | 578178 | Network Substation | 1789 | Curtis Street 36a BALMAIN |
| 1 | | 586529 | Network Substation | 1790 | Darling Street ROZELLE |
| 1 | | 618941 | Network Substation | 1791 | Donnelly Street BALMAIN |
| 5 | | 617944 | Network Substation | 1792 | Elliott Street 102a Nr Laggan Avenue BALMAIN |
| 1 | | 560837 | Network Substation | 1796 | Evans Street 159 ROZELLE |
| 1 | | 584642 | District (support) Establishment / Zone Substation | 898 & 899 | Faunce Street 22 - 48 & Racecourse Road WEST GOSFORD |
| 1 | | 600853 | Network Substation | 1797 | Cary Street 44a & Excelsior Street LEICHHARDT |
| 369 | | 755227 | District (support) Establishment / Zone Substation | 898 & 899 | Faunce Street 22 - 48 & Racecourse Road WEST GOSFORD |
| 376 | | 755227 | District (support) Establishment / Zone Substation | 898 & 899 | Faunce Street 22 - 48 & Racecourse Road WEST GOSFORD |
| 2 | | 1169232 | District (support) Establishment / Zone Substation | 898 & 899 | Faunce Street 22 - 48 & Racecourse Road WEST GOSFORD |
| 1 | | 562947 | Network Substation | 1804 | Forsyth Street GLEBE |
| 1 | | 83702 | Network Substation | 1806 | Franklyn Street 8 & Greek Street GLEBE |
| 1 | | 80864 | Network Substation | 1808 | Glebe Street Nr Norton Street GLEBE POINT |
| 1 | | 224384 | Network Substation | 1809 | Mullens Street 109a & Goodsir Street ROZELLE |
| 3 | | 227326 | Network Substation | 1815 | Hay Street 13a LEICHHARDT |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|-------------|----------------|-------------|--------------------|------|--|
| 1 | | 578591 | Network Substation | 1817 | Hereford Street 77 - 85 GLEBE |
| 1 | | 602355 | Network Substation | 1820 | John Street 21 - 35 LEICHHARDT |
| Auto Consol | | 4509-30 | Network Substation | 1821 | Johnston Street 182 Nr Piper Street ANNANDALE |
| 1 | | 543055 | Network Substation | 1829 | Louisa Road BIRCHGROVE |
| 7 | | 594879 | Network Substation | 1834 | Glebe Point Road 459 A & Mary St GLEBE |
| 6 | | 596490 | Network Substation | 1837 | Mitchell Street Nr Park Lane GLEBE |
| A | | 388995 | Network Substation | 1843 | Trafalgar Street 150 & Nelson Street ANNANDALE |
| 1 | | 228797 | Network Substation | 1851 | Quirk Street 1 ROZELLE |
| 1 | | 319713 | Network Substation | 1853 | Ross Street 19 Nr St John Road GLEBE |
| 47 | | 597293 | Network Substation | 1854 | Rosser Street BALMAIN |
| 1 | | 552481 | Network Substation | 1856 | Short Street BIRCHGROVE |
| 13 | | 598026 | Network Substation | 1861 | Stephen Street & Vincent Street BALMAIN |
| 1 | | 225785 | Network Substation | 1863 | Thames Street 13b BALMAIN |
| 1 | | 332874 | Network Substation | 1866 | Edward Street & Victoria Road GLEBE |
| 3 | 2 | 5986 | Network Easement | 1867 | Waratah Street 30 LEICHHARDT |
| 1 | | 234462 | Network Substation | 1869 | Wigram Lane GLEBE |
| 1 | | 430743 | Network Substation | 1870 | Abbott Street 2 BALGOWLAH HEIGHTS |
| 2 | | 235803 | Network Substation | 1877 | Ashburner Street Nr Dungowan Lane MANLY |
| A | | 331109 | Network Substation | 1878 | Balgowlah Road 2 MANLY |
| 24 | 20 | 758044 | Network Substation | 1910 | Glenside Street BALGOWLAH HEIGHTS |
| 1 | | 732186 | Network Substation | 1912 | Kanangra Crescent CLONTARF |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|--|
| 1 | | 541579 | Network Substation | 1918 | Kangaroo Street & Pittwater Road MANLY |
| B | | 103305 | Network Substation | 1922 | Scales Parade & Lewis Street BALGOWLAH |
| 36 | 58 | 758044 | Network Substation | 1928 | Mulgowrie Crescent 5 BALGOWLAH HEIGHTS |
| 1 | | 560305 | Network Substation | 1934 | Bona Vista Avenue 20 MAROUBRA |
| 1 | | 231940 | Network Substation | 1949 | Abergeldie Street DULWICH HILL |
| 1 | | 430090 | Network Substation | 1950 | Shepherd Street 1 & Addison Road MARRICKVILLE |
| 1 | | 321348 | Network Substation | 1951 | Albert Street Off King Street ST PETERS |
| 1 | | 180283 | Network Substation | 1953 | Alma Avenue Off Stanmore Road ENMORE |
| 1 | | 512986 | Network Substation | 1955 | Bailey Street 8a NEWTOWN |
| 1 | | 320897 | Network Substation | 1958 | Henson Street & Beauchamp Street MARRICKVILLE WEST |
| 1 | | 530289 | Network Substation | 1961 | Cadogan Street 25a MARRICKVILLE |
| 1 | | 175970 | Network Substation | 1962 | Calvert Street Nr Illawarra Road MARRICKVILLE |
| 2 | | 563843 | Network Substation | 1963 | Cambridge Street STANMORE |
| A | | 317435 | Network Substation | 1966 | Chester Street Nr Albert Street PETERSHAM |
| 1 | | 530179 | Network Substation | 1968 | Church Street 2b MARRICKVILLE |
| 1 | | 570106 | Network Substation | 1969 | Cobar Street DULWICH HILL |
| 1 | | 519308 | Network Substation | 1970 | Cook Road LEWISHAM |
| 11 | | 247501 | Network Substation | 1972 | Denison Street CAMPERDOWN |
| 1 | | 622864 | Network Substation | 1977 | Douglas Street STANMORE |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|--|
| 1 | | 318840 | Network Substation | 1979 | Ewart Street 49 A Nr Wardell Road DULWICH HILL |
| 4 | | 430090 | Network Substation | 1984 | Fitzroy Street 58 Nr Smith Street MARRICKVILLE |
| X | | 505344 | Network Substation | 1985 | Frederick Street 2a & Hopetoun Street PETERSHAM |
| 1 | | 236086 | Network Substation | 1987 | Trafalgar Street 83 A & Harrow Lane STANMORE |
| 15 | | 667331 | Network Substation | 1990 | Hercules Street Nr Beach Road DULWICH HILL |
| 1 | | 183191 | Network Substation | 1994 | Jarvie Avenue Nr Morgan Street PETERSHAM |
| 1 | | 315659 | Network Substation | 1996 | Princes Highway & King Street ST PETERS |
| 1 | | 525654 | Network Substation | 1997 | Lackey Street 18 ST PETERS |
| 1 | | 505345 | Network Substation | 1998 | Liberty Street NEWTOWN |
| 1 | | 568621 | Network Substation | 1999 | Livingstone Road 29 - 33 PETERSHAM |
| 12 | | 597478 | Network Substation | 2000 | Livingstone Road MARRICKVILLE |
| X | | 411355 | Network Substation | 2001 | Macauley Lane STANMORE |
| B | | 430090 | Network Substation | 2003 | Marrickville Avenue Nr Livingstone Road MARRICKVILLE |
| C | | 107631 | Network Substation | 2004 | Mary Street 1 NEWTOWN |
| 1 | | 970763 | Network Substation | 2005 | Mary Street Nr Roberts Street ST PETERS |
| 1 | | 542902 | Zone Substation | 2006 | Meeks Road 32 - 40 MARRICKVILLE |
| 3 | | 554452 | Network Substation | 2007 | Merchant Street STANMORE |
| 2 | | 567859 | Network Substation | 2008 | Myra Road 1 - 5 DULWICH HILL |
| 7 | | 556288 | Network Substation | 2009 | Union Street DULWICH HILL |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|---|
| 1 | | 539256 | Network Substation | 2014 | Pigott Street DULWICH HILL |
| 1 | | 190505 | Network Substation | 2017 | Princes Highway & Barwon Park Road ST PETERS |
| 1 | | 354845 | Network Substation | 2018 | Talbot Street & Princes Highway ST PETERS |
| A | | 368974 | Network Substation | 2022 | Renwick Street MARRICKVILLE SOUTH |
| 1 | | 315720 | Network Substation | 2024 | Renwick Street Nr Carrington Road MARRICKVILLE |
| 1 | | 180609 | Network Substation | 2026 | Salisbury Lane CAMPERDOWN |
| 1 | | 109101 | Network Substation | 2027 | Burrows Road Fromount Road & Canal Road ST PETERS |
| 1 | | 339419 | Network Substation | 2027 | Burrows Road Fromount Road & Canal Road ST PETERS |
| 12 | | 614800 | Network Substation | 2030 | Stanmore Road 264 - 266 STANMORE |
| 1 | | 586392 | Network Substation | 2031 | Stanmore Road 38 - 42 STANMORE |
| 1 | | 510316 | Network Substation | 2032 | Station Street PETERSHAM |
| 1 | | 526894 | Vacant Land | 2035 | The Boulevarde LEWISHAM |
| 341 | | 596026 | Network Substation | 2037 | Tupper Street ENMORE |
| 1 | | 545185 | Network Substation | 2044 | The Boulevarde LEWISHAM |
| 13 | | 6521 | Network Substation | 2045 | Union Street 11 TEMPE |
| 1 | | 668054 | Network Substation | 2048 | Victoria Road 200 Nr Mitchell Street MARRICKVILLE |
| 1 | | 187973 | Network Substation | 2049 | Victoria Road 134a Nr Chapel Street MARRICKVILLE |
| 1 | | 621250 | Network Substation | 2050 | Victory Lane 111 CAMPERDOWN |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|-------------|----------------|-------------|------------------------|------|--|
| 1 | | 312297 | Network Substation | 2052 | Wardell Road Nr Pile Street DULWICH HILL |
| 1 | | 545745 | Network Substation | 2054 | Wicks Avenue MARRICKVILLE |
| 5 | | 252712 | Network Substation | 2055 | Bilga Crescent 187s Nr Karoo Place MALABAR |
| 11 | | 609320 | Network Substation | 2057 | Alexander Avenue 2 A MOSMAN |
| 2 | | 229664 | Network Substation | 2060 | Punch Lane MOSMAN |
| 1 | | 184409 | Network Substation | 2061 | Awaba Street West 133 MOSMAN |
| B | | 410318 | Network Substation | 2062 | Bardwell Road MOSMAN |
| 2 | | 363188 | Network Substation | 2063 | Calypso Avenue 28a - 30 MOSMAN |
| 11 | | 605556 | Network Substation | 2066 | Dalton Road 2 MOSMAN |
| Auto Consol | | 2652-152 | Future Zone Substation | 2067 | Albany Street 23 & Oxley Street CROWS NEST |
| 1 | | 571444 | Network Substation | 2068 | Gouldsbury Street MOSMAN |
| 1 | | 549387 | Zone Substation | 2069 | Harbour Street 37 & Vista Street MOSMAN |
| 1 | | 115474 | Network Substation | 2070 | Kardinia Road MOSMAN |
| 1 | | 380135 | Network Substation | 2073 | Mandolong Road 63a & Waitovu Street BALMORAL |
| 1 | | 206461 | Network Substation | 2074 | Mandolong Road 9a MOSMAN |
| A2 | | 430090 | Network Substation | 2075 | Melrose Street 23 MOSMAN |
| 1 | | 516207 | Network Substation | 2079 | Mosman Street 26 MOSMAN |
| 1 | | 326448 | Network Substation | 2082 | Musgrave Street Nr Raglan Street MOSMAN |
| 1 | | 342148 | Network Substation | 2084 | Quakers Road 2a MOSMAN |
| 1 | | 519651 | Network Substation | 2087 | Ourimbah Road 98 MOSMAN |
| 1 | | 315777 | Network Substation | 2088 | Rangers Avenue & Spofforth Street MOSMAN |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|-------------|----------------|-------------|--------------------|------|--|
| 1 | | 321248 | Network Substation | 2089 | Redan Street & Almora Street MOSMAN |
| 1 | | 534827 | Network Substation | 2090 | Shadforth Street & Avenue Road MOSMAN |
| 1 | | 379865 | Network Substation | 2093 | Vista Street 1a (37) MOSMAN |
| 1 | | 555908 | Network Substation | 2096 | Abbott Street 11 Nr Miller Street CAMMERAY |
| 1 | | 224125 | Network Substation | 2099 | Anderson Street NEUTRAL BAY |
| 1 | | 181730 | Network Substation | 2100 | Arthur Street 21 LAVENDER BAY |
| 3 | | 595740 | Network Substation | 2102 | Barry Street 37 - 45 NEUTRAL BAY |
| Auto Consol | | 10211-57 | Zone Substation | 2107 | Berry Street 70 - 74 NORTH SYDNEY |
| 1 | | 180216 | Network Substation | 2108 | Bligh Street Nr Broughton Street KIRRIBILLI |
| 1 | | 322648 | Network Substation | 2113 | Bydown Street 40 NEUTRAL BAY |
| 1 | | 586836 | Network Substation | 2114 | Cairo Street 19 - 23 CAMMERAY |
| 11 | | 590121 | Network Substation | 2120 | Carabella Street 87 KIRRIBILLI |
| X | | 418127 | Network Substation | 2121 | Carabella Street 67 KIRRIBILLI |
| D | | 346199 | Network Substation | 2122 | Carr Street 49b Nr Bay Road WAVERTON |
| 1 | | 181800 | Network Substation | 2123 | Cassins Lane Ridge St & Carlow St NORTH SYDNEY |
| 3 | | 585384 | Network Substation | 2125 | Grasmere Lane 49 Nr Sutherland Street CREMORNE |
| 1 | | 542122 | Network Substation | 2126 | Cranbrook Avenue 26 - 30 CREMORNE |
| 1 | | 200250 | Network Substation | 2127 | Cremorne Road CREMORNE POINT |
| 2 | | 703142 | Network Substation | 2127 | Cremorne Road CREMORNE POINT |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|--|
| 1 | | 544017 | Network Substation | 2128 | Crows Nest Road 2 - 12a CROWS NEST |
| 1 | | 524518 | Network Substation | 2129 | East Crescent Street MCMAHONS POINT |
| 1 | | 549640 | Network Substation | 2130 | Eaton Street 27a NEUTRAL BAY |
| 1 | | 544018 | Network Substation | 2134 | Nottingham Street MCMAHONS POINT |
| 1 | | 591990 | Network Substation | 2135 | Gerard Street 29 - 35 CREMORNE |
| 1 | | 597436 | Network Substation | 2136 | Gerard Street 67 - 69 CREMORNE |
| 1 | | 544162 | Network Substation | 2137 | Gerard Street 34 - 38 CREMORNE |
| 1 | | 545110 | Network Substation | 2138 | Grasmere Road CREMORNE |
| 1 | | 539833 | Network Substation | 2141 | Harriette Street NEUTRAL BAY |
| 1 | | 539934 | Network Substation | 2142 | Harrison Street NEUTRAL BAY |
| 1 | | 572069 | Network Substation | 2143 | Hazelbank Road 14 - 16 WOLLSTONECRAFT |
| 1 | | 357068 | Network Substation | 2144 | High Street 83 NORTH SYDNEY |
| 1 | | 594966 | Network Substation | 2145 | High Street 55 & Clarke Road NORTH SYDNEY |
| 151 | | 134687 | Network Substation | 2147 | Hume Street Nr River Road WOLLSTONECRAFT |
| 1 | | 524871 | Network Substation | 2150 | Kirribilli Avenue KIRRIBILLI |
| 1 | | 616462 | Network Substation | 2151 | Kurraba Road NEUTRAL BAY |
| 1 | | 188858 | Network Substation | 2152 | Kurraba Road 155 NEUTRAL BAY |
| 3 | | 590578 | Network Substation | 2154 | Lamont Street 1 - 9 WOLLSTONECRAFT |
| 1 | | 386815 | Network Substation | 2155 | Langley Avenue CREMORNE |
| 3 | | 546939 | Network Substation | 2156 | Lindsay Street 5 NEUTRAL BAY |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|---|
| 2 | | 222369 | Network Substation | 2160 | Merlin Street 72 NEUTRAL BAY |
| 1 | | 182891 | Network Substation | 2161 | Middle Street 76 Nr East Crescent Road MCMAHONS POINT |
| 3 | | 559424 | Network Substation | 2164 | Moodie Street 20 CAMMERAY |
| 1 | | 566726 | Network Substation | 2166 | Munro Street 2 - 4 MCMAHONS POINT |
| 1 | | 539146 | Network Substation | 2167 | Murdoch Street 19 CREMORNE |
| 1 | | 527020 | Network Substation | 2168 | Murdoch Street CREMORNE |
| 2 | | 595221 | Network Substation | 2169 | Morton Street 19 - 23 WOLLSTONECRAFT |
| 1 | | 592366 | Network Substation | 2170 | Morton Street 46 WOLLSTONECRAFT |
| 1 | | 548844 | Network Substation | 2172 | Ormiston Avenue NORTH SYDNEY |
| 1 | | 437414 | Network Substation | 2175 | Pacific Highway WAVERTON |
| 1 | | 573112 | Network Substation | 2176 | Parraween Street Nr Cremorne Plaza CREMORNE |
| 1 | | 228622 | Network Substation | 2178 | Phillips Street 1b & Spruson Street NEUTRAL BAY |
| 1 | | 78556 | Network Substation | 2180 | Upper Pitt Street 65 & Kirribilli Ave KIRRIBILLI |
| 1 | | 557787 | Network Substation | 2181 | Prospect Avenue & Langley Avenue CREMORNE |
| 1 | | 591871 | Network Substation | 2183 | Rangers Road 14 CREMORNE |
| 1 | | 78949 | Network Substation | 2184 | Reed Street CREMORNE |
| 1 | | 563118 | Network Substation | 2185 | Reynolds Street 37 - 43 CREMORNE |
| 12 | | 538860 | Network Substation | 2189 | Rocklands Road 1a WOLLSTONECRAFT |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|---|
| 1 | | 233985 | Network Substation | 2190 | Selwyn Street WOLLSTONECRAFT |
| 11 | | 588148 | Network Substation | 2191 | Shirley Road 39 - 41 WOLLSTONECRAFT |
| 1 | | 531351 | Network Substation | 2192 | Shirley Road 51 WOLLSTONECRAFT |
| 1 | | 551573 | Network Substation | 2194 | Spencer Road 122 - 124 CREMORNE |
| 3 | | 582080 | Network Substation | 2195 | Spruson Street 2 NEUTRAL BAY |
| 4 | | 593219 | Network Substation | 2196 | Sutherland Street 20 CREMORNE |
| 2 | | 589506 | Network Substation | 2197 | Undercliffe Street 3 & Aubin Street NEUTRAL BAY |
| 1 | | 227325 | Network Substation | 2199 | Union Street 50 NORTH SYDNEY |
| 1 | | 545184 | Network Substation | 2204 | Watson Street 11 - 17 NEUTRAL BAY |
| 31 | | 582093 | Network Substation | 2205 | Waverton Avenue 6 - 8 WAVERTON |
| 1 | | 581560 | Network Substation | 2206 | Metcalfe Street & West Street CAMMERAY |
| 1 | | 551638 | Network Substation | 2208 | Whaling Road 48a NORTH SYDNEY |
| 2 | | 572899 | Network Substation | 2211 | Willoughby Street KIRRIBILLI |
| 3 | | 584532 | Network Substation | 2212 | Woolcott Street 22 WAVERTON |
| 1 | | 590485 | Network Substation | 2213 | Yeo Street 29 - 39 NEUTRAL BAY |
| 1 | | 543648 | Network Substation | 2214 | Young Street 106 - 108 CREMORNE |
| 1 | | 519221 | Network Substation | 2215 | Zig Zag Lane Nr Willoughby Road CROWS NEST |
| 6 | | 252712 | Network Substation | 2222 | Calga Avenue Nr Bilga Crescent MALABAR |
| 4 | | 252712 | Network Substation | 2225 | Bilga Crescent 176 Nr Anzac Parade MALABAR |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|---|
| 1 | | 748027 | Network Substation | 2235 | Punchbowl Road 573a LAKEMBA |
| 2 | | 566842 | Network Substation | 2242 | Alison Road 21a & Abbotford Lane KENSINGTON |
| 11 | | 607314 | Network Substation | 2243 | Abbott Street 1s COOGEE |
| 1 | | 91516 | Network Substation | 2244 | Adina Avenue 21 & Anzac Parade PHILLIP BAY |
| 1 | | 559863 | Network Substation | 2245 | Aeolia Street & Perouse Road 23 A RANDWICK |
| 1 | | 505908 | Network Substation | 2246 | Albert Street 2 Nr Victoria Street RANDWICK |
| 1 | | 554364 | Network Substation | 2247 | Alexander Street 10 COOGEE |
| 1 | | 573415 | Network Substation | 2249 | Alison Road 244 - 254 RANDWICK |
| 22 | 27 | 244984 | Network Substation | 2250 | Amour Avenue 5 MAROUBRA |
| 1 | | 573636 | Network Substation | 2255 | Anzac Parade 147 - 151 RANDWICK |
| 4 | | 232077 | Network Substation | 2256 | Anzac Parade RANDWICK |
| 333 | | 36765 | Network Substation | 2258 | Anzac Parade 1068 MAROUBRA |
| 1 | | 1103889 | Network Substation | 2259 | Arcadia Street 290 & Arden Street 150a COOGEE |
| 1 | | 563036 | Network Substation | 2260 | Clovelly Road 272a & Arden Street CLOVELLY |
| 1 | | 585680 | Network Substation | 2261 | Arthur Street 32 - 34 RANDWICK |
| 1 | | 541559 | Network Substation | 2262 | Australia Avenue MATRAVILLE |
| 1 | | 376511 | Network Substation | 2264 | Rainbow Street & Avoca Street KINGSFORD |
| 1 | | 516955 | Network Substation | 2267 | Baker Street 29 KENSINGTON |
| 1493 | | 752011 | Network Substation | 2268 | Barker Street 2s KINGSFORD |
| 1212 | | 752015 | Network Substation | 2270 | Beauchamp Road 224 MATRAVILLE |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|-------------|----------------|-------------|---------------------------|------|--|
| 1 | | 234349 | Network Substation | 2272 | Boomerang Street 10 MAROUBRA |
| 29 | | 236738 | Sub-transmission Easement | 2274 | Botany Road 1897 BUNNERONG |
| 34 | | 236738 | Sub-transmission Easement | 2274 | Botany Road 1897 BUNNERONG |
| A | | 344983 | Network Substation | 2278 | Botany Street 21a Nr Arthur Street RANDWICK |
| 1 | | 528365 | Network Substation | 2280 | Bream Street 59c COOGEE |
| 1 | | 569744 | Network Substation | 2281 | Bream Street 79 COOGEE |
| 1 | | 562786 | Network Substation | 2283 | Brook Street 130a COOGEE |
| 1 | | 544077 | Network Substation | 2284 | Brook Street 114a Nr Coogee Bay Road COOGEE |
| 1 | | 308207 | Network Substation | 2285 | Brook Street 135s Nr Waltham Street COOGEE |
| 1 | | 327769 | Network Substation | 2285 | Brook Street 135s Nr Waltham Street COOGEE |
| 11 | | 1114019 | Zone Substation | 2286 | Anderson Street 12 - 14 (St Frontage) KINGSFORD |
| 12 | | 1114019 | Zone Substation | 2286 | Anderson Street 12 - 14 (St Frontage) KINGSFORD |
| 13 | | 1114019 | Zone Substation | 2286 | Anderson Street 12 - 14 (St Frontage) KINGSFORD |
| 14 | | 1114019 | Zone Substation | 2286 | Anderson Street 12 - 14 (St Frontage) KINGSFORD |
| 15 | | 1114019 | Zone Substation | 2286 | Anderson Street 12 - 14 (St Frontage) KINGSFORD |
| 16 | | 1114019 | Zone Substation | 2286 | Anderson Street 12 - 14 (St Frontage) KINGSFORD |
| 1 | | 200720 | Network Substation | 2287 | Bunnerong Road 600 MATRAVILLE |
| 2 | | 528170 | Network Substation | 2288 | Burke Road 27 CHIFLEY |
| Auto Consol | | 7249-206 | Zone Substation | 2289 | Canberra Street RANDWICK |
| 1 | | 230980 | Network Substation | 2290 | Carrington Road 223d Nr Dolphin Street COOGEE |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|--|
| 1 | | 201746 | Network Substation | 2291 | Carrington Road 47a & Douglas Street RANDWICK |
| 11 | | 530221 | Network Substation | 2292 | Carrington Road 124s RANDWICK |
| 1 | | 573044 | Network Substation | 2293 | Carrington Road 268 - 272 COOGEE |
| 1 | | 609202 | Network Substation | 2295 | Coogee Bay Road 52 & Queen Street RANDWICK |
| 1 | | 324667 | Network Substation | 2296 | Green Street 66 A Nr Cooper Street MAROUBRA |
| 1 | | 504592 | Network Substation | 2297 | Cooper Street 13s MAROUBRA |
| 1 | | 505347 | Network Substation | 2299 | Cunningham Reserve 6a MATRAVILLE |
| 1 | | 545086 | Network Substation | 2300 | Dolphin Street 45 Nr Mount Street RANDWICK |
| 1 | | 701426 | Network Substation | 2301 | Doncaster Avenue KENSINGTON |
| 1 | | 559762 | Network Substation | 2302 | Doncaster Avenue 97 KENSINGTON |
| 1 | | 538243 | Network Substation | 2303 | Don Juan Avenue 5 RANDWICK |
| 1 | | 572641 | Network Substation | 2305 | Duke Street 13 KENSINGTON |
| 22 | | 222960 | Network Substation | 2307 | Moverly Road Nr Elphinstone Road SOUTH COOGEE |
| 1 | | 566782 | Network Substation | 2309 | Ethel Street 1a RANDWICK |
| 1 | | 91514 | Network Substation | 2311 | Finucane Crescent 27 MATRAVILLE |
| 1 | | 509886 | Network Substation | 2312 | Fitzgerald Avenue 210 MAROUBRA |
| 86 | | 36281 | Network Substation | 2313 | Fitzgerald Avenue 159 MAROUBRA |
| 1 | | 323046 | Network Substation | 2314 | Flood Street 21s CLOVELLY |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|---|
| 1 | | 505346 | Network Substation | 2315 | Macquarie Street 80 & Forrester Street CHIFLEY |
| 1 | | 182713 | Network Substation | 2316 | Frances Street 2 Nr Prince Street RANDWICK |
| 11 | | 611381 | Network Substation | 2317 | Walker Avenue Nr Melrose Parade CLOVELLY |
| 20 | | 253062 | Network Substation | 2320 | Gibson Place 4 CHIFLEY |
| 1 | | 557626 | Network Substation | 2324 | Glebe Street 16a Nr Clovelly Road CLOVELLY |
| 1 | | 191921 | Network Substation | 2325 | Gordon Street 1s & Waverley Street RANDWICK |
| 1 | | 218790 | Network Substation | 2327 | Jersey Road MATRAVILLE |
| 1 | | 181656 | Network Substation | 2329 | Higgs Street 15s COOGEE |
| 1 | | 505767 | Network Substation | 2330 | Hinkler Street 13c MAROUBRA |
| 1 | | 383752 | Network Substation | 2331 | Anzac Parade 487 & Isis Lane KINGSFORD |
| 1 | | 529053 | Network Substation | 2332 | Johnston Parade 95 COOGEE |
| 1 | | 562160 | Network Substation | 2334 | Barden Lane 1 & King Street RANDWICK |
| A | | 337649 | Network Substation | 2335 | Rainbow Street 246 & Kitchener Street COOGEE |
| 17 | 8 | 244782 | Network Substation | 2339 | Lucas Avenue 1s & Zions Avenue MALABAR |
| 1 | | 370841 | Network Substation | 2340 | Malabar Road 216 & Edgecliff Avenue 32 SOUTH COOGEE |
| 1 | | 218800 | Network Substation | 2342 | Malabar Road 242 Nr Jensen Place SOUTH COOGEE |
| 2 | | 590630 | Network Substation | 2343 | Glanfield Street 17 MAROUBRA |
| 1484 | | 752011 | Network Substation | 2345 | Meeks Street Nr Botany Street KINGSFORD |
| 1 | | 585429 | Network Substation | 2346 | Melrose Parade CLOVELLY |
| 528 | | 201959 | Network Substation | 2348 | Minneapolis Crescent 23 MAROUBRA |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|-------------|----------------|-------------|-----------------------------|------|---|
| 1 | | 181669 | Network Substation | 2351 | Mount Street 2s Nr Marcel Avenue RANDWICK |
| 1 | | 235726 | Network Substation | 2352 | Namatjira Place COOGEE |
| 515 | | 201959 | Network Substation | 2353 | Neosho Way MAROUBRA |
| 2 | | 553153 | Network Substation | 2354 | Oberon Street 245 RANDWICK |
| 1 | | 535107 | Network Substation | 2355 | O'sullivan Avenue MAROUBRA |
| 1 | | 505992 | Network Substation | 2356 | Oxley Street 41s & Lawson Street MATRAVILLE |
| A | | 341846 | Sub-transmission Easement | 2357 | Mccauley Street & Partanna Avenue RANDWICK |
| 1 | | 1109208 | Sub-transmission Easement | 2357 | Mccauley Street & Partanna Avenue RANDWICK |
| 61 | | 585120 | Network Substation | 2358 | Perry Street 7s MATRAVILLE |
| Auto Consol | | 5039-83 | Sub-transmission Easement | 2359 | Perry Street 35 - 39 MATRAVILLE |
| 1 | | 381584 | Sub-transmission Easement | 2361 | Perry Street & Mccauley Street MATRAVILLE |
| 671 | | 221693 | Network Substation | 2362 | Portland Crescent MATRAVILLE |
| 1 | | 505348 | Network Substation | 2364 | Knowles Avenue 7 & Pozieres Avenue MATRAVILLE |
| 1 | | 363078 | Network Substation | 2365 | Raglan Street 53 & Prince Edward Street MALABAR |
| Auto Consol | | 5039-85 | Miscellaneous Establishment | 2367 | Mccauley Street 8 - 14 & Raymond Ave MATRAVILLE |
| 1 | | 563431 | Zone Substation | 2370 | Robey Street 5 - 17 MAROUBRA |
| 2 | | 365253 | Network Substation | 2375 | Severn Street 14 MAROUBRA |
| 1 | | 183891 | Network Substation | 2376 | Smith Avenue 5 Nr Snape Street MAROUBRA |
| 4908 | | 546403 | Network Substation | 2377 | Storey Street 246 MAROUBRA |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|-----------------------|----------------|-------------|--------------------|------|---|
| 4 | | 553639 | Network Substation | 2379 | Bligh Place & St Marks Road RANDWICK |
| 1 | | 235050 | Zone Substation | 2380 | Bligh Place & St Marks Road CLOVELLY |
| 1 | | 183847 | Network Substation | 2383 | Tressider Avenue 3 KINGSFORD |
| 1 | | 122004 | Network Substation | 2384 | Kensington Road 52 Nr Union Street KENSINGTON |
| 1 | | 504477 | Network Substation | 2385 | Warner Lane Nr Shackel Avenue CLOVELLY |
| 1 Concurrent Lease | | 224490 | Zone Substation | 2386 | Franklin Street & Wassell Street MATRAVILLE |
| 9 | | 247315 | Network Substation | 2387 | Woomera Road 26 - 28 LITTLE BAY |
| 7A | | 36484 | Network Substation | 2388 | Yorktown Parade 106 - 108 MAROUBRA |
| 23 | | 222960 | Network Substation | 2390 | Yamba Place SOUTH COOGEE |
| 1 | | 181175 | Network Substation | 2395 | Albyn Street 27a BEXLEY |
| B | | 356467 | Zone Substation | 2409 | Bryant Street 99 - 101 ROCKDALE |
| Auto Consol | | 10842-202 | Zone Substation | 2409 | Bryant Street 99 - 101 ROCKDALE |
| 2 | | 228320 | Network Substation | 2414 | Francis Avenue 20 BRIGHTON-LE-SANDS |
| 1 | | 664831 | Network Substation | 2418 | Hattersley Street 68a BANKSIA |
| 7 | | 333397 | Network Substation | 2429 | The Seven Ways 11 ROCKDALE |
| 8 | | 333397 | Network Substation | 2429 | The Seven Ways 11 ROCKDALE |
| B | | 406578 | Network Substation | 2429 | The Seven Ways 11 ROCKDALE |
| 1 | | 395009 | Vacant Land | 2435 | Culloden Road & Abuklea Road EASTWOOD |
| 1 | | 570454 | Vacant Land | 2436 | Adelaide Street 6a WEST RYDE |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|--|--------------------------|------|---|
| 1 | | 585973 | Network Substation | 2437 | Ashburn Place 30 GLADESVILLE |
| A | | 402543 | Network Substation | 2439 | Balaclava Road 71a & Hunts Avenue EASTWOOD |
| 1 | | 384185 | Network Substation | 2441 | Belmore Street 39 RYDE |
| 12 | | 563481 | Network Substation | 2442 | Belmore Street 18 - 24 RYDE |
| 37 | | 250729 | Network Substation | 2444 | Berripa Close NORTH RYDE |
| 1 | | 522351 | Network Substation | 2446 | Blaxland Avenue 375 & Beattie Avenue RYDE |
| 1 | | 560815 | Network Substation | 2447 | Blaxland Road RYDE |
| 1 | | 537052 | Network Substation | 2448 | Blaxland Road 9 RYDE |
| 1 | | 574943 | Network Substation | 2453 | Bowden Street 119 WEST RYDE |
| 1 | | 577650 | Network Substation | 2454 | Underdale Lane & Bowden Street MEADOWBANK |
| A | | 383471 | Network Substation | 2456 | Buffalo Road 27 Nr Gardener Avenue RYDE |
| 3 | | 581179 | Network Substation | 2461 | Busaco Road MARSFIELD |
| 1 | | 556475 (part Auto Consol 11913-200) | Depot/zone Substation | 2463 | Terry Street 58 & Brush Road EASTWOOD |
| 1 | | 371139 | Vacant Land | 2466 | Parry Street 1a & Charles Street RYDE |
| 1 | | 593768 | Network Substation | 2469 | Church Street 29 - 33 RYDE |
| 1 | | 554017 | Network Substation | 2476 | Cottonwood Crescent Nr Waterloo Road MACQUARIE PARK |
| 2 | | 554016 | Network Substation | 2478 | Cottonwood Crescent Nr Peach Tree Road MACQUARIE PARK |
| 8 | | 600170 | Network Substation | 2482 | Crimea Road MARSFIELD |
| 7 | | 599992 | Network Substation | 2484 | Taranto Road & Culloden Road MARSFIELD |
| 191 | | 28915 | Network Substation | 2485 | Cutler Parade 20 NORTH RYDE |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|---|
| 1 | | 563814 | Network Substation | 2489 | Edward Street 6 RYDE |
| 21 | | 570965 | Network Substation | 2491 | Epping Road 159 - 161 EASTWOOD |
| 1 | | 564697 | Network Substation | 2493 | First Street 6 EASTWOOD |
| 1 | | 606556 | Network Substation | 2494 | Fontenoy Road 22 - 32 MACQUARIE PARK |
| 3 | | 582750 | Network Substation | 2495 | Fontenoy Road 33 - 39 NORTH RYDE |
| 21 | | 564674 | Network Substation | 2496 | Fontenoy Road 43 - 47 MACQUARIE PARK |
| 2 | | 558957 | Network Substation | 2499 | Forster Street WEST RYDE |
| 1 | | 558544 | Network Substation | 2500 | Gaza Road WEST RYDE |
| 2 | | 204391 | Zone Substation | 2501 | Goulding Road 22a NORTH RYDE |
| 1 | | 568735 | Vacant Land | 2505 | Herring Road 116a MACQUARIE PARK |
| 11 | | 568782 | Vacant Land | 2511 | Herring Road 173a NORTH RYDE |
| 21 | | 589947 | Network Substation | 2512 | Herring Road 102a NORTH RYDE |
| 5 | | 602933 | Vacant Land | 2513 | Herring Road 175a NORTH RYDE |
| 25 | | 245692 | Network Substation | 2516 | Durham Close & Khartoum Road MACQUARIE PARK |
| 26 | | 245692 | Network Substation | 2517 | Khartoum Road & Durham Close MACQUARIE PARK |
| 1 | | 554016 | Network Substation | 2518 | Cottonwood Crescent & Lachlan Avenue MACQUARIE PARK |
| 1 | | 560045 | Network Substation | 2522 | Goulding Road & Lane Cove Road RYDE |
| 1 | | 561962 | Network Substation | 2523 | Price Street 2 RYDE |
| 1 | | 569964 | Network Substation | 2527 | Leisure Close 5 & Khartoum Road NORTH RYDE |
| 3 | | 578297 | Network Substation | 2528 | Blair Street & Linsley Street GLADESVILLE |
| 1 | | 541856 | Network Substation | 2529 | Little Church Street 5 RYDE |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|---|
| 1 | | 573751 | Vacant Land | 2536 | May Street 17a EASTWOOD |
| 1 | | 553909 | Network Substation | 2537 | Meadow Crescent 11a MEADOWBANK |
| 2 | | 566934 | Network Substation | 2538 | Meadow Crescent 18a MEADOWBANK |
| 3 | | 563815 | Network Substation | 2539 | Meadow Crescent 45a MEADOWBANK |
| 1 | | 583885 | Vacant Land | 2543 | Morrison Road 29 GLADESVILLE |
| 4 | | 548406 | Network Substation | 2545 | Nancarrow Avenue 20 MEADOWBANK |
| 1 | | 585788 | Vacant Land | 2546 | Orr Street 1 GLADESVILLE |
| 1 | | 582328 | Network Substation | 2548 | Parkes Street WEST RYDE |
| 2 | | 522822 | Zone Substation | 2551 | Crimea Road 100 & Pembroke Street MARSFIELD |
| 1 | | 591763 | Vacant Land | 2553 | Pittwater Road 8 GLADESVILLE |
| 1 | | 547927 | Zone Substation | 2554 | Pittwater Road 38 - 42 & Cambridge St GLADESVILLE |
| 1 | | 568348 | Vacant Land | 2557 | Price Street 22 - 24 RYDE |
| 2 | | 604921 | Network Substation | 2558 | Ashburn Place & Punt Road GLADESVILLE |
| 10 | | 571191 | Network Substation | 2565 | Riverview Street 9 WEST RYDE |
| 88 | | 253274 | Network Substation | 2566 | Rogal Place MACQUARIE PARK |
| A | | 374463 | Network Substation | 2567 | Ryedale Road 90 EASTWOOD |
| 1 | | 200451 | Network Substation | 2572 | Stanbury Street 38 GLADESVILLE |
| 1 | | 568829 | Network Substation | 2573 | Station Street 28 - 34 WEST RYDE |
| A | | 385169 | Network Substation | 2574 | Station Street WEST RYDE |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|-------------|----------------|-------------|--------------------|------|--|
| 31 | | 597294 | Network Substation | 2579 | Taranto Road Off Talavera Road MARSFIELD |
| 1 | | 563214 | Network Substation | 2583 | Terry Road WEST RYDE |
| 1 | | 565719 | Vacant Land | 2586 | Union Street 2a WEST RYDE |
| 10 | | 586943 | Network Substation | 2589 | Victoria Road 779 - 781 RYDE |
| 1 | | 539330 | Network Substation | 2591 | Victoria Road 434 Nr Monash Road GLADESVILLE |
| 1 | | 559490 | Network Substation | 2592 | Victoria Road 502 RYDE |
| 1 | | 572972 | Network Substation | 2593 | Victoria Road 860 - 870 RYDE |
| 16 | | 1046092 | Network Substation | 2598 | Waterloo Road 78 & Byfield Street MACQUARIE PARK |
| 31 | | 573966 | Network Substation | 2599 | Waterloo Road 207 NORTH RYDE |
| 11 | | 586881 | Network Substation | 2600 | Waterloo Road 201 EASTWOOD |
| 11 | | 603895 | Network Substation | 2601 | Waterloo Road 209 - 213 MARSFIELD |
| 31 | | 589445 | Network Substation | 2605 | West Parade & Miriman Road EASTWOOD |
| 11 | | 572489 | Network Substation | 2607 | Wicks Road 125 MACQUARIE PARK |
| 1 | | 369472 | Network Substation | 2610 | Ada Avenue & Myrna Road STRATHFIELD |
| 1 | | 547722 | Network Substation | 2611 | Albert Road 64 - 70 STRATHFIELD |
| 1 | | 548346 | Network Substation | 2612 | Albert Road 78 - 82 STRATHFIELD |
| 1 | | 380046 | Network Substation | 2617 | Bridge Road Lot 1 HOMEBUSH |
| 1 | | 184318 | Network Substation | 2623 | Dean Street 2 SOUTH STRATHFIELD |
| Auto Consol | | 8001-104 | Zone Substation | 2630 | Coronation Parade & Hillcrest Avenue ENFIELD |
| 1 | | 372482 | Network Substation | 2632 | Hunter Street 31 STRATHFIELD |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------------|------|--|
| 20 | | 559425 | Network Substation | 2633 | Ismay Avenue HOMEBUSH |
| 1 | | 323635 | Network Substation | 2634 | Long Street Nr Liverpool Street STRATHFIELD |
| 14 | | 666162 | Network Substation | 2636 | Newton Road 1 Nr Chalmers Road STRATHFIELD |
| 1 | | 326023 | Network Substation | 2639 | Oxford Road 8 Nr Homebush Road STRATHFIELD |
| B | | 385727 | Network Substation | 2642 | Parsons Avenue 3 & Woodward Avenue STRATHFIELD |
| 11 | | 625894 | Network Substation | 2643 | Powell Street 47 HOMEBUSH |
| 1 | | 336568 | Network Substation | 2646 | Rochester Street Nr Broughton Road HOMEBUSH |
| 1 | | 383317 | Network Substation | 2647 | Shortland Avenue 42 STRATHFIELD |
| 2 | | 389651 | Network Substation | 2648 | Tavistock Road & Henley Road HOMEBUSH WEST |
| 1 | | 567530 | Network Substation | 2649 | The Crescent HOMEBUSH |
| 36 | | 252767 | Network Substation | 2663 | Akuna Avenue 90 BANGOR |
| 1 | | 587133 | Network Substation | 2673 | Atkinson Road 2 TAREN POINT |
| 1 | | 586226 | Network Substation | 2682 | Belgrave Esplanade 223r SYLVANIA WATERS |
| 1 | | 233481 | Depot/zone Substation | 2692 | Box Road 210 - 214 & Bellingara Road MIRANDA |
| 1 | | 572604 | Network Substation | 2702 | Burke Road 21 & Seaview Street CRONULLA |
| 2 | | 569654 | Network Substation | 2709 | Caronia Avenue 11 - 13 CRONULLA |
| 1 | | 565508 | Network Substation | 2725 | Elizabeth Place 10 CRONULLA |
| 1 | | 570210 | Network Substation | 2740 | Ewos Parade 13 - 17 CRONULLA |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|--|
| 1 | | 569705 | Network Substation | 2741 | Ewos Parade 59 - 63 CRONULLA |
| 1 | | 533373 | Zone Substation | 2745 | Flora Street 1 - 3 & Bath Road KIRRAWEE |
| 1 | | 547440 | Network Substation | 2749 | Gerrale Street 32r CRONULLA |
| 1 | | 592216 | Network Substation | 2750 | Glencoe Street 76 - 82 SUTHERLAND |
| 52 | 106 | 251504 | Network Substation | 2752 | Glenora Road 1 YARRAWARRAH |
| 2 | | 576495 | Network Substation | 2763 | Hotham Road 65 - 71 KIRRAWEE |
| 1 | | 560836 | Network Substation | 2769 | Judd Street 27 - 33 CRONULLA |
| 1 | | 577848 | Network Substation | 2775 | Kiora Road 11 - 15 MIRANDA |
| 1 | | 570986 | Network Substation | 2778 | Kurnell Road 38 - 42 CRONULLA |
| 4 | | 592352 | Network Substation | 2791 | Miranda Road 7 - 21 MIRANDA |
| 1 | | 585030 | Network Substation | 2801 | Moani Avenue 13 - 17 GYMEA |
| 1 | | 592546 | Network Substation | 2802 | Monro Avenue 18 - 20 KIRRAWEE |
| 1 | | 583905 | Network Substation | 2809 | Oak Road 175 KIRRAWEE |
| X | | 403279 | Network Substation | 2811 | Ocean Grove Avenue 4 CRONULLA |
| 21 | | 588920 | Network Substation | 2822 | Oleander Parade 3 - 11 CARINGBAH |
| 1 | | 567632 | Network Substation | 2825 | Oxley Avenue 1 - 9 JANNALI |
| 24 | | 12294 | Network Easement | 2826 | Pacific Crescent 47 MAIANBAR |
| 1 | | 568050 | Network Substation | 2830 | Parramatta Street 49 - 51 CRONULLA |
| 1 | | 585381 | Network Substation | 2832 | Peppermint Grove 53 ENGADINE |
| 1 | | 571207 | Network Substation | 2834 | Evelyn Street 101 & Port Hacking Road SYLVANIA |

Sublease Annexure A – Sublease – Distribution Network

| Lot Number | Section Number | Plan Number | Usage | PMIS | Address |
|------------|----------------|-------------|--------------------|------|---|
| 1 | | 560717 | Network Substation | 2836 | Curtis Avenue 12 & President Avenue CARINGBAH |
| 11 | | 570209 | Network Substation | 2837 | President Avenue 44 CARINGBAH |
| 1 | | 578128 | Network Substation | 2844 | Princes Highway 41 SYLVANIA HEIGHTS |
| 102 | | 590986 | Network Substation | 2871 | Sunnyside Avenue 17 - 31 CARINGBAH |
| 1 | | 548892 | Network Substation | 2872 | Surf Lane 83 & Gerrale Street CRONULLA |
| 3 | | 592855 | Network Substation | 2876 | Talara Road 36 GYMEA |
| 1 | | 587456 | Network Substation | 2879 | Taren Road South 12a - 18 CARINGBAH |
| 1 | | 588637 | Network Substation | 2882 | Tea Tree Place 53 KIRRAWEE |
| 11 | | 583797 | Vacant Land | 2883 | The Boulevarde 439a KIRRAWEE |
| 5 | | 562370 | Zone Substation | 2884 | The Boulevarde 292 MIRANDA |
| 1 | | 591176 | Network Substation | 2885 | Linden Street 62 & The Grand Parade SUTHERLAND |
| 1 | | 566765 | Network Substation | 2889 | Tullimbar Road 29 - 33 CRONULLA |
| 3 | | 583505 | Network Substation | 2890 | Wandella Road North 5 - 29 MIRANDA |
| 2 | | 583505 | Network Substation | 2891 | Wandella Road North 5 - 13 MIRANDA |
| 1 | | 554015 | Network Substation | 2893 | Waratah Street 8 CRONULLA |
| 1 | | 571530 | Network Substation | 2895 | Warburton Street 1 - 3 GYMEA |
| 101 | | 590986 | Network Substation | 2898 | Willarong Road North 168 & Creston Rd CARINGBAH |
| 1 | | 583656 | Network Substation | 2901 | Willarong Road 155 CARINGBAH |
| 1 | | 575431 | Network Substation | 2906 | Wyanbah Road 57 - 63 CRONULLA |