

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/1037401	BK 339 NO 3646	Customer Substation	8220	Barrenjoey Road NEWPORT NSW 2106
1/1039494	BK 3608 NO 576	Customer Substation	8239	Cook Street FORESTVILLE NSW 2087
2676/752038	BK 3591 NO 129	Customer Substation	8299	Martin Luther Place ALLAMBIE HEIGHTS NSW 2100
2/995994	BK 3768 NO 338	Customer Substation	8607	Bay Street BOTANY NSW 2019
1/996707	BK 3770 NO 560	Customer Substation	8761	Roslyn Gardens RUSHCUTTERS BAY NSW 2011
2/883809	BK 3258 NO 749	Customer Substation	9813	Bachell Avenue (Railway Land) LIDCOMBE NSW 2141
1/775808	BK 3216 NO 915	Customer Substation	9932	Chisholm Road AUBURN NSW 2144
517/726657	BK 4010 NO 614	Customer Substation	10493	Patonga Drive To Umina To Pearl Beach (Brisbane Water National Park) PATONGA NSW 2256
413/752026	BK 3253 NO 986	Customer Substation	10536	High Street BEROWRA NSW 2081
102/95183	BK 3327 NO 24	Customer Substation	18596	Parry Street, Cnr Daisy Lane NEWCASTLE NSW 2300
2/853331	BK 3626 NO 553	Customer Substation	12206; 12207	Wynyard Lane WYNYARD NSW 2000
1-2/269018	BK 4399 NO 333	Customer Substation	30772	Main Avenue NORTH RYDE NSW 2113
500/1015565	BK 4399 NO 672	Customer Substation	17445; 30593	Farrar Avenue ROOKWOOD NSW 2141

Part 2 Non-Network Leased Land

None

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Schedule 4

Unregistered Leases

Part 1 Network Leased Land

Folio Identifier(s)	Lease details	Usage	PMIS	Address
Road (residue of cancelled folio 2/858174)	Registered no. 5098846	Customer Substation	16503	Dalmeny Avenue, 95 ROSEBERY NSW 2018

Part 2 Non-Network Leased Land

None

Schedule 5

Existing Non-Network Assets

The following types of assets owned by the Lessor immediately prior to the Commencement Date:

- (i) forklifts;
- (ii) loaders;
- (iii) hoists and winches;
- (iv) borers;
- (v) backhoes;
- (vi) elevating work platforms;
- (vii) wood chippers;
- (viii) slashers;
- (ix) excavators;
- (x) sweepers and trenchers;
- (xi) compressors; and
- (xii) generating sets,

but excluding any equipment or apparatus attached to a motor vehicle vested in the Lessee or any Permitted Sublessee by vesting order dated on or about the Commencement Date made under the Act.

Schedule 6

Contractual Licences as at the Commencement Date

1 Contractual licences

Licensor	Property Name	PMIS	Agreement No.	Address	DP	Lot
CITY OF SYDNEY	#1001 "MACQUARIE & KING STS"	3146	3684	Macquarie Street & King Street SYDNEY NSW 200		
CITY OF SYDNEY	#1006 "GEORGE ST"	3050	3685	George Street & Bond Street SYDNEY NSW 2000		
CITY OF SYDNEY	#1009 "MACQUARIE ST. B.M.A."	3144	3688	Macquarie Street SYDNEY NSW 2000		
CITY OF SYDNEY	#1012 "KENT ST. & GAS LANE"	3112	3692	Kent Street & Gas Lane (Millers Point) Sydney NSW 2000		
CITY OF SYDNEY	#1013 "PITT & LIVERPOOL NO.1"	3227	3694	Pitt Street & Liverpool Street SYDNEY NSW 2000		
CITY OF SYDNEY	#1018 "ERSKINE & CLARENCE STS"	3029	3695	Erskine Street & Clarence Street SYDNEY NSW 2000		
CITY OF SYDNEY	#1026 "GEORGE ST ROYAL ARCADE"	3065	3703	George Street & Market Street Sydney NSW 200		
CITY OF SYDNEY	#1035 "KING & CASTLEREAGH STS"	3117	3709	King Street & Castlereagh Street SYDNEY NSW 2000		
CITY OF SYDNEY	#1036 "KING ST SYDNEY ARCADE"	3119	3710	King Street SYDNEY NSW 2000		
CITY OF SYDNEY	#1037 "HAY & GEORGE STS"	3083	3711	Hay Street & George Street HAYMARKET NSW 2000		
CITY OF SYDNEY	#1048 LOFTUS ST CUSTOMS HOUSE LN"	3131	3745	Loftus Street SYDNEY NSW 2000		
CITY OF SYDNEY	#1173 PITT ST EMPIRE LANE"	3221	3810	Pitt Street & Empire Lane SYDNEY NSW 2000		

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Licensor	Property Name	PMIS	Agreement No.	Address	DP	Lot
Sydney Harbour Foreshore Authority	#1203 "PYRMONT PARK PIRRAMA"	16430	6276	Off Pirrama Road (Pyrmont Park) PYRMONT NSW 2009		
Fabco Pty Limited	#132 "WILLOUGHBY LANE"	2209	7639	Willoughby Lane & Falcon Street CROWS NEST NSW 2065	104029 104030	1 1
CITY OF SYDNEY	#1337 "BENT & GRESHAM STS"	2934	3773	Bent Street & Gresham Street SYDNEY NSW 2000		
CITY OF SYDNEY	#1339 "PITT ST ADAMS HOTEL"	3224	3772	Pitt Street (Wynyard) Sydney NSW 2000		
CAMPERDOWN MEMORIAL REST PARK	#1419 "ELIZA ST"	10959	3250	Church Street & Eliza Street NEWTOWN 2042		
CARDIFF RSL SUB BRANCH MEMORIAL CLUB LTD	#14403 & #36073 EASMENT ROC	18544	5110	Munibung Road (Cardiff R S L Sub Memorial Club) CARDIFF NSW 2285		
Transgrid	#16700 "SYDNEY EAST" 132 kV T.S	15219	6575	Ralston Avenue BELROSE NSW 2085	433650	1
RAILCORP	#1771 & #1772 (Access To)	12208	3161	Wynyard Lane WYNYARD NSW 2000		
CITY OF SYDNEY	#2017 "AUSTRALIA SQ BOND ST EAST" (Pt)	12274	3129	Bond Street SYDNEY NSW 2000	225060	1
DEPT. OF LAND & WATER CONSERVATION	#2086 "ST. MICHAELS GOLF"	11218	3306	Jennifer Street LITTLE BAY 2036	752015	3126
DEPT. OF LAND & WATER CONSERVATION	#2086 "ST. MICHAELS GOLF"	11218	3306	Jennifer Street LITTLE BAY NSW 2036	752015	1
CITY OF SYDNEY	#2199 "McELHONE HAM"	11995	3310	McElhone Street, Brougham Lane & Dowling Street, 250a WOLLOOMOOLOO NSW 2011	430436	4
NORTH SYDNEY ANZAC MEMORIAL CL	#2316 "NORTH SYDNEY ANZAC CLUB"	11071	5284	Ernest Street CAMMERAY NSW 2062	4026	

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Licensors	Property Name	PMIS	Agreement No.	Address	DP	Lot
NORTH SYDNEY ANZAC MEMORIAL	#2316 "NORTH SYDNEY ANZAC CLUB"	11071	5284	Ernest Street CAMMERAY NSW 2062	827171	1
SYDNEY WATER CORPORATION	#2386 "BROOKLYN STP"	41428	7433	Brooklyn Road, 4 Brooklyn NSW 2083		
HAWKER DE HAVILLAND LTD	#2819 "DE HAVILLAND BANKSTOWN"	12877	5536	Milperra Road, 361 MILPERRA NSW 2214	1122545	276
M.S.B OF N.S.W	#2929 (Access To)	10855	3152	Waite Avenue BALMAIN EAST NSW	875201	1-5
M.S.B of N.S.W	#2929 (Access To)	10855	3342	Waite Avenue BALMAIN EAST NSW 2041	875201	1-5
Law Courts Limited	#3177 "LAW COURTS MACQUARIE ST"	8033	5932	Macquarie Street SYDNEY NSW 2000		
CITY OF SYDNEY	#327 "CARRINGTON ST"	2975	3849	Carrington Street SYDNEY NSW 2000		
DEPT. OF CORRECTIVE SERVICES	#3519 "PENITENTIARY"	11180	3363	Anzac Parade MALABAR NSW 2036	752015	
MACQUARIE UNIVERSITY	#385 "MACQUARIE UNIVERSITY NO.3"	11401	3366	Herring Road NORTH RYDE NSW 2113		
CITY OF SYDNEY	#385 "RAWSON PLACE"	3246	3817	Rawson Place, Nr George Street HAYMARKET NSW 2000		
M.S.B of N.S.W	#395 "BURROWAY RD NO.1"	11502	3371	Bennelong Road HOMEBUSH NSW 2140	776611	11
CITY OF SYDNEY	#395 "MARTIN PL ELIZABETH ST"	3176	3803	Martin Place SYDNEY NSW 2000		
CITY OF SYDNEY	#414 "CLARENCE & MARGARET STS"	2986	3868	Clarence Street & Margaret Street SYDNEY NSW 2000		
CITY OF SYDNEY	#417 "Market & Pitt STS"	3151	3801	Market Street & Pitt Street SYDNEY NSW 2000		
CITY OF SYDNEY	#418 "HUNTER & GEORGE STS"	3087	3791	Hunter Street & George Street Sydney NSW 2000		

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Licensor	Property Name	PMIS	Agreement No.	Address	DP	Lot
CITY OF SYDNEY	#424 "Market & York STS"	3152	3802	Market Street, Nr York Street SYDNEY NSW 2000		
CITY OF SYDNEY	#427 "O'Connell & Hunter STS"	3195	3805	O'Connell Street SYDNEY NSW 200		
CITY OF SYDNEY	#428 "BRIDGE & GEORGE STREETS"	3958	3869	Bridge Street & George Street SYDNEY NSW 2000		
CITY OF SYDNEY	#431 "ELIZABETH ST ST JAMES BLD"	3026	3783	Elizabeth Street (St James Building) Sydney NSW 2000		
COMMONWEALTH OF AUSTRALIA	#49007 "HMAS MIDDLE HEAD"	40101	7568	Middle Head Road HMAS Penguin MIDDLE HEAD NSW 2088		
CITY OF SYDNEY	#522 "George & Central STS"	246	3933	George Street & Central Street SYDNEY NSW 2000		
CITY OF SYDNEY	#548 "PITT ST. ANGEL PL"	3219	3808	Pitt Street, Nr Angel Place SYDNEY NSW 2000		
TRUSTEES MUSEUM APPLIED ARTS/SCIENCE	#5514 "MACARTHUR SYSTRUM"	16350	3976	Harris Street, 500 (Powerhouse Museum) ULTIMO NSW 2007	631345	1
CITY OF SYDNEY	#555 PARK & GEORGE STS"	3213	3806	Park Street, Nr George Street Sydney NSW 2000		
THE UNIVERSITY OF SYDNEY	#61684 "JOHN HOPKINS NO.2"	46195	7530	John Hopkins Drive, (Sydney University), CAMPERDOWN NSW 2050	1124852	1
C. OF A.	#642 "HMAS Platypus No.1"	11081	3438	High Street NORTH SYDNEY NSW 2060		
Department of Primary Industries	#7230 "MT COLAH 132 kV S.S (Licence)"	6287	4493	Arthurs Circle, 35x Nr Merlin Close NEAR COLAH NSW 2019	752053	
CITY OF SYDNEY	#776 "WYNYARD & GEORGE STS"	3280	3823	Wynyard Street & George Street WYNYARD NSW 2000		
CITY OF SYDNEY	#777 "SPRING &	3259	3819	Spring Street & Pitt		

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Licensor	Property Name	PMIS	Agreement No.	Address	DP	Lot
	PITT STS"			Street Sydney NSW 2000		
CITY OF SYDNEY	#797 "Clarence & Market STS"	2985	3878	Clarence Street & Market Street SYDNEY NSW 2000		
SYDNEY WATER CORPORATION	#8018 "AWT SIMON PLACE"	33479	6117	Simon Place HORNSBY HEIGHTS NSW 2077	606666	1
CITY OF SYDNEY	#841 "SUSSEX & GOULBURN STREET STS"	3263	3821	Sussex Street & Goulburn Street SYDNEY NSW 2000		
CITY OF SYDNEY	#842 "CASTLEREAGH & PARK"	2977	3879	Castlereagh Street & Park Street SYDNEY NSW 2000		
CITY OF SYDNEY	#843 "KENT & KING STS"	3109	3792	Kent Street & King Street SYDNEY NSW 200		
CITY OF SYDNEY	#844 "GEORGE & QUAY STS"	3235	3816	George Street (Quay Street West) SYDNEY NSW 2000		
CITY OF SYDNEY	#855 "PITT ST ROYAL ARCADE"	3229	3814	Pitt Street & Hunter Street SYDNEY NSW 2000		
CITY OF SYDNEY	#856 "PITT & HUNTER STS"	3225	3812	Pitt Street & Hunter Street SYDNEY NSW 2000		
CITY OF SYDNEY	#857 "BARRACK & YORK STS"	2924	3880	York Street & Barrack Street SYDNEY NSW 2000		
SYDNEY WATER CORPORATION	#8719 "HUNTLEY BURROWS NO.3"	36535	6239	Huntley Road ALEXANDERA NSW 2015		
CITY OF SYDNEY	#908 "CASTLEREAGH & HUNTER STS"	2976	3883	Castlereagh Street & Hunter Street SYDNEY NSW 2000		
CITY OF SYDNEY	#913 "Day & Liverpool STS"	3002	3779	Day Street & Liverpool Street SYDNEY NSW 2000		
CITY OF SYDNEY	#915 "SUSSEX &	3262	3820	Sussex Street &		

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Licensor	Property Name	PMIS	Agreement No.	Address	DP	Lot
	ERSKIN STS"			Erskine Street SYDNEY NSW 2000		
CEBS – THE ANGLICAN BOYS SOCIETY (DIOCESE OF SYDNEY) INC.	#9318 "WONAWONG" (POLE TRANSFORMER)	11577	6209	Fourth Avenue LOFTUS NSW 2232	752064	1072
CEBS – THE ANGLICAN BOUS SOCIETY (DIOCESE OF SYDNEY) INC.	#9318 "WONAWONG" (POLE TRANSFORMER)	11577	6209	Fourth Avenue LOFTUS NSW 2232	752064	733
City of Sydney	#979 "Elizabeth & King STS"	3025	3782	Elizabeth Street & King Street SYDNEY NSW 2000		
Department of Primary Industries	33/11kV SUBSTATION PERMISSIVE OCCUPANCY	22668	4956	SWAN Bay Salt Ash SWAN BAY NSW 2324	753194	17
ROADS & MARITIME SERVICES	ACCESS – 132kV U.G TRANSMISSION LINE	47686	7742	Flinders Street Easter distributor SURRY HILLS NSW 2010	1090187 1096190	1 65
Sadler, John Gregory & Averil Josephine	Access to #32004 "ABERDEEN 33/11 kV ZONE	39459	6477	New England Highway ABERDEEN NSW 2336	BK3339	Deed 132
ENDEARBOUR ENERGY	COMMUNICATON HUT	45301	7415	Jenkins Road CARLINGFORD NSW 2118		
ENDEARBOUR ENERGY	COMMUNICATON HUT	45301	7415	Jenkins Road CARLINGFORD NSW 2118	815737	71
Transgrid	COMMUNICATON HUT	43919	7150	Henry Lawson Drive, 925 Bankstown NSW 2200		
Transgrid	COMMUNICATION HUT	43920	7150	Killingworth Road LAKE MACQUARIE NSW 2280		
Transgrid	COMMUNICATION HUT	45088	7150	Lake Road, 80-90 TUGGERAH NSW 2259		
Transgrid	COMMUNICATION HUT	45094	7150	Vales Point Road Vales Point NSW 2000		
Transgrid	COMMUNICATON	45095	7150	Wyatt Avenue		

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Licensor	Property Name	PMIS	Agreement No.	Address	DP	Lot
	HUT			BELROSE NSW 2085		
Transgrid	COMMUNICATION HUT	45388	7150	Old Northern Road DURAL NSW 2158		
Transgrid	COMMUNICATION HUT	46434	7150	Burrows Road, 44- 46 Alexandria NSW 2015		
Hunter Water Corporation	COMMUNICATION TOWER – NEW LAMTON	17508	7129	Lookout Road (New Lambton Lookout Reserve) NEW LAMBTON NSW 2305		
RAIL CORPORATION NEW SOUTH WALES	CONTROL POINT NO.110	9813	3209	Bachell Avenue (Railway Land) LIDCOMBE NSW 2141	883809	2
M.S.B OF N.S.W	CONTROL POINT NO, 181	11503	3371	Bennelong Road, Homebush NSW 2140	859608	3
M.S.B of N.S.W	CONTROL POINT NO.3001	9933	3094	Chisholm Road & Manchester Road (Railway Land) AUBURN NSW 2144	631354	
CROWN CASTLE AUSTRALIA PTY LTD	Dish with 2 Feeders – WIMAX SITE NO. 187 – BENSVILLE	46349	7557	Doyle Road, Lot 2 KINCUMBER SOUTH		
CROWN CASTLE AUSTRALIA PTY LTD	Dish with Feeder WIMAX SITE NO.381 – GAN GAN	44744	7489	Gan Gan Lookout Lily Lily Road NELSON BAY NSW 2315		
COMMONWEALTH OF AUSTRALIA	EASEMENT FOR U.G. CABLES	40043	6551	Off Nelson Bay Road WILLIAMTOWN NSW 2318	713846	6023
SYDNEY HARBOUR TUNNEL COMPANY LIMITED	FIBRE OPTIC – SYDNEY HARBOUR TUNNEL	47688	7743	Sydney Harbour Tunnel NORTH SYDNEY NSW 2060		
M.S.B OF N.S.W	Former #2124 "MSB DARLING HARBOUR"	12169	3308	Sussex Street SYDNEY NSW 2000		
CITY OF SYDNEY	FORMER #359 "GOLBURN & PITT STS"	322	3811	Pitt Street & Goulburn Street Sydney NSW 2000		
CITY OF SYDNEY	FORMER #400 "FARRER PLACE"	3035	3785	Farrer Place, Nr Young Street		

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Licensor	Property Name	PMIS	Agreement No.	Address	DP	Lot
				SYDNEY NSW 2000		
CITY OF SYDNEY	FORMER #412 "BATHURST & PTT ST"	2929	2867	Bathurst Street & Kent Street SYDNEY NSW 2000		
CITY OF SYDNEY	#426 "Druitt & Kent STS"	3018	3781	Druitt Street & Kent Street (453-463 Kent St) Sydney NSW 2000		
CITY OF SYDNEY	FORMER #433 "PARKER & CAMPBELL STS"	3214	3807	Parker Street, Nr Campbell Street HAYMARKET NSW 2000		
CITY OF SYDNEY	FORMER #436 "ERSKINE & KENT STST"	311	3793	Kent Street & Erskine Street SYDNEY NSW 2000		
CITY OF SYDNEY	Former #582 "WALES HOURS O'CONNEL ST"	3194	3804	O'Connell Street SYDNEY NSW 2000		
CITY OF SYDNEY	FORMER #658 "MARKET STATE THEATRE"	3150	3800	Market Street & George Street Sydney NSW 2000		
CITY OF SYDNEY	FORMER #754 "WENTWORTH AVE, ELIZABETH"	3276	3822	Wentworth avenue & Campbell street SYDNEY NSW 2000		
CITY OF SYDNEY	FORMER #840 "PITT ST STRAND ARCADE"	3228	3813	Pitt Street, 3/5050 King St To Market St) SYDNEY NSW 2000		
CITY OF SYDNEY	FORMER #865	2927	3882	Bathurst Street & George Street SYDNEY NSW 2000		
CITY OF SYDNEY	FORMER #866 "Pitt & Hay STST"	3220	3809	Pitt Street & Campbell Street Sydney NSW 200		
Department of Primary Industries	GAN GAN Repeater Station Site	33484	6933	Gan Gan Road GAN GAN NSW 2316	727802	486
ROAD & Maritime Services	Gas CHARGING CABLES	12240	3493	The Avenue ROSE BAY NSW 2029		
State Rail Authority of NSW	HURSTVILLE c.s.c ENCROACH FORMER	10613	3490	Forest Road HURSTVILLE NSW 2220		

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Allens & Linklaters

Licensor	Property Name	PMIS	Agreement No.	Address	DP	Lot
TRANSPORT ROADS & MARITIME SERVICES	LICENCE FOR CROSSINGS FOR NAVIGABLE WATER	30870	5109	Crossing of Navigable Waters NEWCASTLE NSW 2300		
Department of Trade & Investment	MOUNT ARTHUR COMMUNICATIONS TOWER	17498	6932	Mount Arthur Off Edinglassie Road MUSWELLBROOK NSW 2333	93323	7003
NAT. PARKS & WILDLIFE SER.	O.H Mains	12308	3105	Cottage Point – Terrey Hills COTTAGE POINT – TERREY H NSW 2000		
Office of Environment & Heritage	O.H MAINS	4325	3614	Sunnyside Avenue – WOY WOY BAY KARIONG NSW 2250		
C. OF A.	O.H MAINS	10870	4481	Bluefish Drive – Scenic Drive (North Head Military Reserve) MANLY NSW 2095	752038	
NAT PARKS & WILDLIFE SER.	O.H. MAINS	12289	4557	Cannons Parade (Davidson Park State Recreation Area) FORESTVILLS NSW 2087	752038	POR16 18,17& 15
NAT. PARKS & WILDLIFE SER.	O.H MAINS	12469	4558	Warringah Road & Middle Harbour area) FORESTVILLE NSW 2087	600752	2
NAT. PARKS & WILDLIFE SER.	O.H Mains	12478	4559	Wirringulla Avenue Mccarrs Creek ELVINA BAY 2105	625197	2
The Maritime Services Board of N.S.W.	O.H MAINS	31794	5465	Woronora River Crossing Woronora NSW 2232		
M.S.B of N.S.W	O.H MAINS & SUBMARINE CABLES	9788	5465	Woronora River Crossing WORONORA NSW 2232		
M.S.B of N.S.W	O.H MAINS & SUBMARINE CABLES	9828	3183	Hawthorne Canal HABERFIELD NSW 2045		
TRANSPORT ROADS &	OH MAINS & U.G CABLES	15467	3101	Crossing of Navigable Waters		

TITLE REFERENCE UPDATE ANNEXURE

FILM WITH

AKA71351

TITLE REFERENCE	NOW BEING
1/805156	3/1221649
20/1214609	CP/SP93491
100/1207275	200/1222487
A/C8629-108	10/1220479
1/79752	CP/SP94123
3/789878	21/1225160
4/1129793	2/1227209
1/88999	10/1220479
101/1025298	CP/SP69298
1/305550	100/1114788
1/1092645	22/1201808
102/543686	19/1215985
1/209119	10/1221675

TITLE REFERENCE UPDATE ANNEXURE

FILM WITH

AK 971351

TITLE REFERENCE	NOW BEING
1/73521	100/1224415
1/773269	2/1223169
A/C14720-8	100/1220146
3/239585	100/1225026
100/700942	101/1213957
2/3150	100/1227298
100/700942	101/1213957
100/700942	102/1213957
41/1111722	100/11224422
A/C15478-151	100/1219280
100/611332	1/1220196
1/1073036	10/1219570
4/1188778	101/122111
12/270778	24/270778
100/1191017	10/1219678
2/1144655	50/1216168
2/858653	100/1223025
2/861523	1/1216241
2/1160869	CP/SP93158
CP/SP49583	20/807178
101/1027247	200/1224567

FILM WITH

AK971351

[illegible]

FILM WITH AMENDMENTS TO REFERENCE SCHEDULES

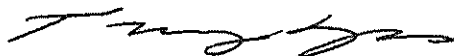
AK 971351

1/1172593	Being part of A/C 8641-47
9/245064	Being part of A/C13259-223
20/1214609	V837397 Lease surrendered by AK499910
100/1212168	N527240 Lease surrendered by AK807471
3/778140	7767906 should read 7767806
1/575638	Being part of A/C 14346-96
D/871927	Z467937 surrendered by AK871927
CP/SP31726	M705097 Lease expired 30/9/2016
CP/SP4680	Z863995 should read Z836995
1/1073376	6239989 Lease expired 7/9/2016
2/1073376	6239989 Lease expired 7/9/2016
21/286406	I900986 Lease expired 30/9/2016
1-3/286406	I900986 Lease expired 30/9/2016
20/286406	I900986 Lease expired 30/9/2016
22/286406	I900986 Lease expired 30/9/2016
200/1065493	I900986 Lease expired 30/9/2016
1/792303	AB856421 Lease expired 30/11/2016
35/842139	Easement only
1/1138683	Easement only
100/611682	AG555022 Lease expired 11/1/2017
1/372294	3161928 Lease expired 31/12/2016
2/785069	3161928 Lease expired 31/12/2016
11/805783	3161928 Lease expired 31/12/2016
201/787471	3161928 Lease expired 31/12/2016
202/787471	3161928 Lease expired 31/12/2016
23/518721	6013336 should read 6013361 duplicate record
50/810615	Z836994 duplicate record
1/128989	Easement only
A/C7877-119	AH137195 should read E876411
CP/SP934	W265721 surrendered by AM52501
11/829777	Easement only
A/387825	Being part of A/C 7032-139
1/1213673	T996103 surrendered by AK963944



Signature of Michael James McHugh

Before me



Signature of Trinity Higgs, Solicitor

Certificate under section 34(1)(c) of Oaths Act 1900

I, Trinity Higgs, a solicitor of New South Wales, certify the following matters concerning the making of this statutory declaration by the person who made it:

- 1 I saw the face of the person.
- 2 I have known the person for at least 12 months.



Signature of Trinity Higgs, Solicitor

Date: 16.12.2016



STATUTORY DECLARATION
OATHS ACT 1900, NSW, NINTH SCHEDULE

I, Michael James McHugh, of 66 Surfview Road Mona Vale, do hereby solemnly declare and affirm that:

- 1 I am the Manager, Property and Fleet employed by Ausgrid Management Pty Limited which is the agent of and carries out the day to day management of the Ausgrid Operator Partnership (ABN 78 508 211 731).
- 2 I have reviewed the records which are now held by the Ausgrid Operator Partnership relating to the land leased by Ausgrid (ABN 67 505 337 385) a NSW Statutory State Owned Corporation (Ausgrid) immediately prior to its conversion to the Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385).
- 3 From those records, I have ascertained the following:
 - 3.1 Ausgrid was the registered tenant of the following old system leases (**Leases**) immediately prior to 1 December 2016:
 - (a) BK 2858 NO 391
 - (b) BK 3352 NO 685
 - (c) BK 3244 NO 974
 - (d) BK 3189 NO 690
 - (e) BK 3691 NO 238
 - (f) BK 3690 NO 683
 - (g) BK 3263 NO 711
 - (h) BK 3603 NO 610
 - (i) BK 3340 NO 416
 - (j) BK 3875 NO 34
 - (k) BK 4252 NO 76
 - (l) BK 3378 NO 815
 - (m) BK 3202 NO 882
 - (n) BK 3258 NO 895
 - (o) BK 4411 NO 758
 - (p) BK 3330 NO 866

3.2 The terms of the Leases have not been varied since the Leases were registered.

And I make this solemn declaration, as to the matter (or matters) aforesaid, according to the law in this behalf made—and subject to the punishment by law provided for any wilfully false statement in any such declaration.

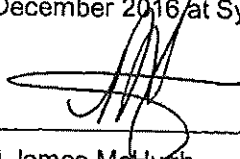
Declared on 16th of December 2016 at Sydney in the
State of New South Wales

44/834	AH459117	Select Credit Union Limited	30/4/2015
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And I make this solemn declaration, as to the matter (or matters) aforesaid, according to the law in this behalf made—and subject to the punishment by law provided for any wilfully false statement in any such declaration.

Declarant and witness INITIAL HERE:

Declared on 16th of December 2016 at Sydney in the State of New South Wales



Signature of Michael James McHugh

Before me

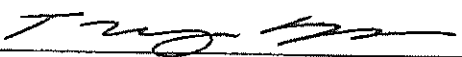


Signature of Trinity Higgs Solicitor

Certificate under section 34(1)(c) of Oaths Act 1900

I, a solicitor of New South Wales, certify the following matters concerning the making of this statutory declaration by the person who made it:

- 1 I saw the face of the person.
- 2 I have known the person for at least 12 months.



Signature of Trinity Higgs Solicitor

16

Date: December 2016.

B

STATUTORY DECLARATION
OATHS ACT 1900, NSW, NINTH SCHEDULE

I, Michael James McHugh of 66 Surfview Road Mona Vale, do hereby solemnly declare and affirm that:

- 1 I am the Manager, Property and Fleet employed by Ausgrid Management Pty Limited which is the agent of and carries out the day to day management of the Ausgrid Operator Partnership (ABN 78 508 211 731).
- 2 I have reviewed the records which are now held by the Ausgrid Operator Partnership relating to the land owned by Ausgrid (ABN 67 505 337 385) a NSW Statutory State Owned Corporation (**Ausgrid**) immediately prior to its conversion to the Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385).
- 3 From those records, I have ascertained that the following:
 - 3.1 **Ausgrid** was the registered proprietor of the land comprised in Folio Identifiers listed in the table below (**Titles** immediately prior to 1 December 2016
 - 3.2 As set out in the table below, **Ausgrid** leased all or part of the **Titles** to the corresponding tenants (**Tenants**) under the corresponding registered leases (**Leases**).
 - 3.3 The term of each Lease terminated, or will terminate, on the respective expiry date listed in the table below.
 - 3.4 The Tenants have not exercised any option under the Leases and the time for exercise of any such option to renew any Lease has ended.

Folio Identifier	Lease No.	Tenant	Expiry Date
1/585334	AC600235	G2 Microsystems Pty Limited	30/11/2011
	AD373706	Commonwealth of Australia	28/2/2012
	AD373707	Corum Group Limited	31/5/2011
	AF666551	Unique World Pty Limited	30/4/2013
	AG408280	Nellie Ai Chea Khor	31/3/2014
	AG832273	Carers NSW Incorporated	28/2/2015
2/658238	AJ792589	Caravan Sales NSW Pty Ltd	31/7/2016
1/1029778			
205/873983	AC251878	PFK Services (NSW) Pty Limited	31/12/2013
	AD278821	Energy Australia	30/9/2012
	AD278822	Energy Australia	30/9/2012
	AD278823	Energy Australia	30/9/2012
	AD495727	Central Coast FC Mariners Pty Limited	30/4/2009
	AD495728	Ultraclean Fuel Pty Limited	31/8/2011
	AF244415	A.W. Workwise Pty Limited	31/8/2012
9/4/2080	AJ792589	Caravan Sales NSW Pty Ltd	31/7/2016
1/17243	AJ792589	Caravan Sales NSW Pty Ltd	31/7/2016



/ December, 2016

570 George Street
Sydney NSW 2000
All mail to GPO Box 4009
Sydney NSW 2001
T +61 2 131 525
F +61 2 9269 2830
www.ausgrid.com.au

The Registrar-General
Land and Property Information NSW
1 Prince Albert Road
Sydney NSW 2000

Dear Registrar-General

Ausgrid Distribution Network Transaction – Certificates of Title – Special Request

We refer to correspondence between Allens, acting for NSW Treasury, and Eamon Mooney of LPI regarding the transfer and lease of Ausgrid's freehold and leasehold interests in all NSW land pursuant to the *Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)* and, in particular, the requirements of LPI regarding certificates of title.

Pursuant to that correspondence, Ausgrid formally requests that:

1. the requirement for lodging physical certificates of titles is waived in relation to the transaction; and
2. new certificates of title are issued for all titles listed in the Application to record New Registered Proprietor and in Parts 1 and 3 of Schedule 2 of the Lease.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Lisa Maffina', is written over a horizontal line.

LISA MAFFINA
Company Secretary

Attorney for Ausgrid under registered
power of attorney Bk 4710 No 100



/ December, 2016

The Registrar-General
Land and Property Information NSW
1 Prince Albert Road
Sydney NSW 2000

570 George Street
Sydney NSW 2000
All mail to GPO Box 4009
Sydney NSW 2001
T +61 2 131 525
F +61 2 9269 2830
www.ausgrid.com.au

Dear Registrar-General

Ausgrid Distribution Network Transaction – Certificates of Title

We refer to correspondence between Allens, acting for NSW Treasury, and Eamon Mooney of LPI regarding the transfer and lease of Ausgrid's freehold and leasehold interests in all NSW land pursuant to the *Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)* and, in particular, the requirements of LPI regarding certificates of title.

To the extent that any certificate of title is held by Ausgrid (to the best of its knowledge) or is discovered by Ausgrid in the future and that certificate of title has been superseded by a certificate of title, which is:

1. printed upon registration of the Ausgrid distribution network transaction;
and
2. relates to the folio identifiers listed in the Application to record New Registered Proprietor or in Part 1 or Part 3 of Schedule 2 of the Lease,

then that certificate of title will be destroyed within a reasonable time of Ausgrid becoming aware of it.

Yours sincerely

LISA MAFFINA
Company Secretary

Attorney for Ausgrid under registered
power of attorney Bk 4710 No 100

Our reference
PC/VP/GOOD16998-9104898

8 Chifley
8-12 Chifley Square Sydney NSW 2000
GPO Box 9925 Sydney NSW 2001
Tel +61 2 9210 6500
Fax +61 2 9210 6611
www.corrs.com.au

**CORRS
CHAMBERS
WESTGARTH**
lawyers

Sydney
Melbourne
Brisbane
Perth

FILM WITH

AK971351

29 November 2016

Registrar General
Land and Property Information NSW
1 Prince Albert Road
Sydney NSW 2000

Contact
Vikki Pont (02) 9210 6394
Email: vikki.pont@corrs.com.au

Partner
Peter Calov

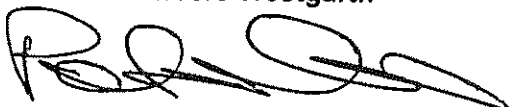
Dear Sir

Caveator: Tallina Pty Limited
Caveat: AE930142
Dealing: Lease
Registered Proprietor: Ausgrid (ABN 67 505 337 385)
Certificate of Title: 200/1160458
Property: 9-13 Carter Street, Lidcombe

We act for Tallina Pty Limited.

By this letter, Tallina Pty Limited as the Caveator under Caveat dealing No. AE930142 of folio identifier 200/1160458 consents to the registration of a lease between Ausgrid (as landlord) and the lessee of Ausgrid's electricity transmission and distribution network system in New South Wales (as tenant) in respect of the whole of the land comprised in the above Certificate of Title, known as 9 - 13 Carter Street, Lidcombe.

Yours faithfully
Corrs Chambers Westgarth



Peter Calov
Partner

Registrar General
Land and Property Information NSW
1 Prince Albert Road
Sydney NSW 2000

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AK971351

Dear Sir / Madam

Request for caveator consent

Caveator: Peter Bruce Thorburn

Caveat No: AJ139892

Dealing: Lease

Registered Proprietor: Ausgrid (ABN 67 505 337 385)

Certificate of Title: 11/1/3308; 19/3547; 1/D/4628; 2/D/4628

Property: 494 - 500 Military Road, Mosman

By this letter, Peter Bruce Thorburn as the Caveator under Caveat dealing No. AJ139892 of folio Identifiers 11/1/3308, 19/3547, 1/D/4628 and 2/D/4628 consents to the registration of a lease between Ausgrid (as landlord) and the lessee of Ausgrid's electricity transmission and distribution network system in New South Wales (as tenant) in respect of the whole of the land comprised in the above Certificates of Title, known as 494 - 500 Military Road, Mosman.

Dated: 9th June 2016

Executed by Peter Bruce Thorburn in the presence of:

Signature of witness

Stuart Sew Hoy

Name of witness (block letters)

84 Wallis Street, Woollahra.

Address of witness

Signature of Peter Bruce Thorburn

Registrar General
Land and Property Information NSW
1 Prince Albert Road
Sydney NSW 2000

FILM WITH

AK971351

Dear Sir / Madam

Request for caveator consent

Caveator: Council of the City of Lake Macquarie

Caveat No: AH620122

Dealing: Lease

Registered Proprietor: Ausgrid (ABN 67 505 337 385)

Certificate of Title: 11/855023

Property: 340 Pacific Highway, Swansea

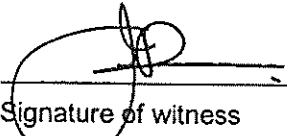
By this letter, Lake Macquarie City Council (formerly known as Council of the City of Lake Macquarie) as the Caveator under Caveat dealing No. AH620122 of folio identifiers 11/855023 and 41/1042026 consents to the registration of a lease between Ausgrid (as landlord) and the lessee of Ausgrid's electricity transmission and distribution network system in New South Wales (as tenant) in respect of the whole of the land comprised in the above Certificates of Title, known as 340 Pacific Highway, Swansea.

Dated:

6 JUNE

2016

Executed by an Authorised Officer of Lake Macquarie City Council in the presence of:



Signature of witness

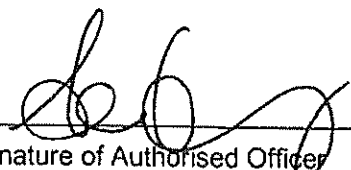
JULIE PEARCE

Name of witness (block letters)

C/- 126-138 Main Rd, Speers Point NSW

Address of witness

2284.



Signature of Authorised Officer

SEAN LUBY

Name of authorised person (block letters)


CORPORATE LAWYER

Position held

Lease Annexure A Distribution Network Lease

Allens < Linklaters

Executed in accordance with section 127 of the Corporations Act 2001 by **ERIC Alpha Asset Corporation 4 Pty Ltd** as trustee of **ERIC Alpha Asset Trust 4** in its personal capacity and as a partner of **Ausgrid Asset Partnership**:



Director Signature



Print Name **Belinda Gai Gibson**



Director/Secretary Signature **Laura Ann Reed**



Print Name

Lease Annexure A Distribution Network Lease

Allens < Linklaters

Executed in accordance with section 127 of the *Corporations Act 2001* by **ERIC Alpha Asset Corporation 1 Pty Ltd** as trustee of **ERIC Alpha Asset Trust 1** in its personal capacity and as a partner of **Ausgrid Asset Partnership**:

✓ 
Director Signature

✓ **Belinda Gai Gibson**

Print Name

✓ 
Director/Secretary Signature

Laura Ann Reed

Print Name

Executed in accordance with section 127 of the *Corporations Act 2001* by **ERIC Alpha Asset Corporation 2 Pty Ltd** as trustee of **ERIC Alpha Asset Trust 2** in its personal capacity and as a partner of **Ausgrid Asset Partnership**:

✓ 
Director Signature

✓ **Belinda Gai Gibson**

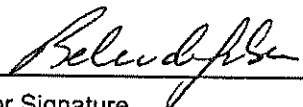
Print Name

✓ 
Director/Secretary Signature

Laura Ann Reed

Print Name

Executed in accordance with section 127 of the *Corporations Act 2001* by **ERIC Alpha Asset Corporation 3 Pty Ltd** as trustee of **ERIC Alpha Asset Trust 3** in its personal capacity and as a partner of **Ausgrid Asset Partnership**:

✓ 
Director Signature

✓ **Belinda Gai Gibson**

Print Name

✓ 
Director/Secretary Signature

Laura Ann Reed

Print Name

Signing Page

EXECUTED and delivered as a deed in Sydney.

Signed sealed and delivered by The Hon Gladys Berejiklian, Treasurer of the State of New South Wales, for and on behalf of Ausgrid, in the presence of:



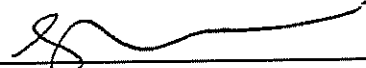
Witness Signature

Beth Cox

Print Name of Witness

52 Markham Place Sydney

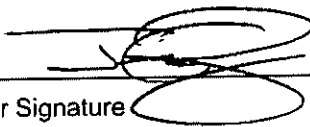
Address of Witness



The Hon Gladys Berejiklian, Treasurer of the State of New South Wales, for and on behalf of Ausgrid

Print Name

Executed in accordance with section 127 of the Corporations Act 2001 by Blue Asset Partner Pty Ltd as trustee for Blue Asset Partner Trust in its personal capacity and as a partner of Ausgrid Asset Partnership:



Director Signature
Jason Robert Peasley

Print Name



Director/Secretary Signature
ASHLEY BARKER

Print Name

Sublease Deed

Allens > < Linklaters

Execution

Executed and delivered as a deed in Sydney.

Each attorney executing this Deed states that he has no notice of revocation or suspension of his power of attorney.

28 Exclusion of statutory provisions

To the extent permitted by Law, the Proportionate Liability Regimes do not apply to any claims by the Lessor or the State against the Sublessor or the Sublessee.

29 Set-off

- (a) The Lessor may set-off any amount that it owes the Sublessor or the Sublessee against any obligation of the Sublessor or the Sublessee to pay any amount to the Lessor under this Deed.
- (b) The Sublessor and the Sublessee may each set-off any amount that they owe the Lessor against any obligation of the Lessor to pay any amount to the Sublessor or the Sublessee under this Deed.

30 Governing law and jurisdiction

This Deed and, to the extent permitted by Law, all related matters including non-contractual matters is governed by the laws of New South Wales. In relation to such matters each of the Lessor, 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.

31 Counterparts

This Deed may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.

21 Entire agreement

This Deed and the Distribution Network Lease:

- (a) contain the entire agreement between the Lessor, the Sublessor and the Sublessee with respect to their subject matter;
- (b) set out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the Lessor, the Sublessor and the Sublessee; and
- (c) supersede all earlier Conduct by or between the Lessor, the Sublessor and the Sublessee in connection with their subject matter.

None of the Lessor, the Sublessor or the Sublessee has relied on or is relying on any other Conduct in entering into this Deed 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 Deed by a the Lessor, the 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 Lessor, the Sublessor or the Sublessee granting the waiver unless made in writing.

23 Rights cumulative

Subject to any express provision in this Deed to the contrary, the rights, powers and remedies of the Lessor, the Sublessor and the Sublessee under this Deed 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

Except as otherwise expressly provided in this Deed, no amendment or variation of this Deed is valid or binding on the Lessor, the Sublessor or the Sublessee unless made in writing and executed by all of them.

25 Further Assurances

The Lessor, the Sublessor and the Sublessee must do everything (including executing agreements and documents) necessary or reasonably required by any other to give full effect to this Deed and the transactions contemplated by it.

26 No merger

The rights and obligations of the Lessor, the Sublessor and the Sublessee will not merge on the completion of any transaction contemplated by this Deed. 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 Deed 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 Deed nor affect the validity or enforceability of that provision in any other jurisdiction.

Sublease Deed

Allens > < Linklaters

- (v) to the Sublessee – To Blue Op Partner Pty Ltd as representative
(where there is a of the Sublessee
Sublessee Partnership Contact: IFM Investors
Representative) in Address: Level 29, Casselden 2 Lonsdale
respect of all other Street, Melbourne VIC 3000
notices 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 Lessor, the Sublessor and the Sublessee may, at any time, each provide the other parties with a Notice:
 - (i) appointing one or more persons as persons authorised by the relevant party to provide any Notice under this Deed on behalf of the relevant party (including, in the case of the Sublessor and the Sublessee, 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 Lessor, 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 each of the others.

Sublease Deed

Allens > < Linklaters

Representative) in
respect of all other
notices

Address: Level 29, Casselden 2 Lonsdale
Street, Melbourne VIC 3000

Email: company.secretary@ifminvestors.com

(iv) to the Sublessee – in
respect of notices given in
relation to default or
termination of this Deed
(and all other notices if
there is no Sublessee
Partnership
Representative):

To each Sublessee Partner:

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)

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

Sublease Deed

Allens > < Linklaters

(and all other notices if
there is no Sublessor
Partnership
Representative):

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

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

(iii) to the Sublessor – (where
there is a Sublessor
Partnership

To Blue Asset Partner Pty Ltd as
representative of the Sublessor
Contact: IFM Investors

Sublease Deed

Allens > < Linklaters

- (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 Deed;
- (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 Deed no one has alleged that it has not complied.

This clause 18.3 applies to each Trustee Party severally and the representations, warranties and liabilities under this 18.3 are several and not joint nor joint and several.

19 Moratorium Legislation

To the full extent permitted by Law all legislation which at any time directly or indirectly:

- (a) lessens, varies or affects in favour of the Sublessor or the Sublessee any obligation under this Deed; or
- (b) delays, prevents, limits or prejudicially affects the exercise by the Lessor or the State of any power, right or authority, discretion or remedy which is given to the Lessor or the State by this Deed or by Law in relation to this Deed,

is excluded from this Deed.

20 Notices

20.1 Provision of Notices

Any notice, demand, consent, approval or other communication (a **Notice**) given or made under this Deed:

- (a) except as otherwise specified in this Deed 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), 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 Lessor:

Contact: Deputy Secretary – Commercial
 NSW Treasury
 Address: Level 27, 52 Martin Place Sydney
 NSW 2000

 GPO Box 5469 Sydney NSW 2001

 Email: AusGridNotices@treasury.nsw.gov.au
- (ii) to the Sublessor – in respect of notices given in relation to default or termination of this Deed

To each Sublessor Partner:
 Blue Asset Partner Pty Ltd
 Address: Level 33, 50 Lonsdale Street,

- (b) that entity has full corporate power and lawful authority to execute and deliver this Deed and to consummate and perform or cause to be performed its obligations under this Deed; and
- (c) this Deed constitutes a legal, valid and binding obligation of that entity enforceable in accordance with its terms by appropriate legal remedy.

This clause 18.1 applies to each Sublessor Partner and each Sublessee Partner severally and the representations, warranties and liabilities under this 18.1 are several and not joint nor joint and several.

18.2 Sublessor and Sublessee

The Sublessor and the Sublessee each represent and warrant that:

- (a) as at the date of this Deed:
 - (i) the execution and delivery by the Sublessor and the Sublessee, respectively, of this Deed has been properly authorised by all necessary corporate actions of the Sublessor and the Sublessee;
 - (ii) the Sublessor and the Sublessee, respectively, have full corporate power and lawful authority to execute and deliver this Deed and to consummate and perform or cause to be performed their obligations under this Deed; and
 - (iii) this Deed 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 Deed 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 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.

18.3 Trustee Party Authority

Each Trustee Party represents and warrants that:

- (a) as at the date of this Deed:
 - (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 Deed; 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;

Sublease Deed

Allens < Linklaters

- (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.

15.12 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.

16 Inconsistency

If there is any inconsistency between the Sublease and Access Agreement and this Deed, this Deed prevails to the extent of the inconsistency.

17 Taxes and Costs

- (a) The Sublessee must pay and indemnify the Lessor and 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 the result of the action or inaction of the Sublessee) which may be payable in relation to this Deed or the performance or enforcement of this Deed or any payment or receipt or other transaction contemplated by this Deed, including in relation to the transfer to the Lessor (or its nominee) of any Additional Network Assets or Additional Network Land as contemplated by clause 4.5(b). This clause 17(a) does not apply to the extent of any inconsistency with the Sale and Purchase Agreement.
- (b) The Sublessee must on demand reimburse the Lessor's costs and expenses (including reasonable internal costs such as of time spent) of or associated with:
 - (i) considering, granting or refusing to grant any consent or approval under this Deed;
 - (ii) considering, doing or refusing to do anything at the request or direction 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 Deed including, in each case, 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 Lessor in relation to this Deed;
 - (v) doing anything that ought to have been done by the Sublessee under this Deed; and
 - (vi) complying with any Law or Authorisation that imposes an obligation on the Lessor as the owner of the Leased Assets or the Leased Land.

18 Representations and warranties

18.1 Lessor, Sublessor Partners and Sublessee Partners

The Lessor, each of the Sublessor Partners in their personal capacity and each of Sublessee Partners in their personal each represent and warrant that, as at the date of this Deed:

- (a) the execution and delivery by that entity of this Deed has been properly authorised by all necessary corporate actions of that entity;

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.

15.7 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.

15.8 Non-monetary Consideration

If a supply made under this Deed is a Taxable Supply made for non-monetary consideration and:

- (a) the provision of the non-monetary consideration is also a Taxable Supply; and
- (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 15.8.

15.9 Sublessee makes acquisitions on behalf of Lessor

Where the Sublessee makes an acquisition from any person on behalf of the Lessor, subject to the Lessor receiving a Tax Invoice for that acquisition, the Lessor must pay to that other person or reimburse the Sublessee for the GST Amount payable on that acquisition. For the avoidance of doubt, where the Sublessee is comprised of the Sublessee Partnership, this clause applies where acquisition is made by the Sublessee Partnership on behalf of the Lessor.

15.10 Recipient created tax invoices

For any Taxable Supply made by the Lessor under, by reference to or in connection with this Deed, the parties agree as follows:

- (a) the recipient can and will issue Tax Invoices in respect of the Taxable Supplies;
- (b) the supplier will not issue Tax Invoices in respect of the Taxable Supplies;
- (c) the supplier acknowledges that it is registered for GST when it enters into this Deed;
- (d) the supplier must notify the recipient if it ceases to be registered; and
- (e) the recipient acknowledges that it is registered for GST when it enters into this Deed and that it will notify the supplier if it ceases to be registered or ceases to satisfy any of the requirements of *A New Tax System (Goods and Services Tax) Act 1999 Classes of Recipient Created Tax Invoice Determination (No.1) 2000*.

15.11 Definitions

- (a) Words or expressions used in this clause 15 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act)* and related imposition Acts have the same meaning in this clause 15 unless expressly provided otherwise by virtue of the application of clause 1.1.
- (b) **GST Amount**, in relation to a Taxable Supply, means the amount of GST payable in respect of that Taxable Supply.

14.3 Notice

- (a) Prior to a Recipient making a disclosure under clause 14.2(i) or (j), it must notify the Disclosing Parties of the proposed disclosure so that the Disclosing Parties can determine whether to require the proposed recipient of the information to execute a confidentiality deed as referred to in that clause.
- (b) A Recipient must ensure that any persons receiving information from it under clause 14.2(b), (d), (f), (i) or (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 Deed.
- (c) A Recipient will be liable to the Disclosing Parties for the failure of any persons receiving information from it under clause 14.2(b), (d), (f), (i) or (j) to keep such information confidential in accordance with the terms of this Deed.

15 GST

15.1 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 Deed, the party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration. This clause 15.1 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated to be GST inclusive.

15.2 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.

15.3 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 in relation to the Taxable Supply.

The GST Amount is not payable until a Tax Invoice is issued to the recipient of the Taxable Supply.

15.4 Revenue exclusive of GST

Unless otherwise stated, any reference in this Deed to proceeds, price, value, sales, revenue, consideration or a similar amount (**Revenue**) is a reference to that Revenue exclusive of GST.

15.5 Cost exclusive of GST

Unless otherwise stated, any reference in this Deed to cost, expense, liability or other similar amount (**Cost**) is a reference to that Cost exclusive of GST.

15.6 Adjustment Event

If an Adjustment Event occurs in respect of a Taxable Supply described in this clause 15, the GST Amount payable under clause 15.1 will be recalculated to reflect the Adjustment Event and a

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- (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 Lessor, 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 Deed, the Distribution Network Lease or the Sublease and Access Agreement 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 Lessor, 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; or
- (k) by the Lessor to the State or any Minister of the Crown in right of the State or any of its agencies or instrumentalities and their respective officers, employees and advisers.

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- (c) The right to require payment of interest under this clause 13.3 is without prejudice to any other rights and remedies of the Lessor or the State in respect of any failure to make any payment due and payable under this Deed.

13.4 No Abatement

Despite any Law to the contrary, the obligation of the Sublessee to pay all moneys under this Deed will not abate for any reason.

14 Confidentiality

14.1 General Obligations

The Lessor, the Sublessor and the Sublessee (a **Recipient**) must keep confidential and not allow, make or cause any disclosure of or in relation to this Deed without the prior consent of the other two (each of the other being a **Disclosing Party**), which consent may be given or withheld, or given with conditions, in the Disclosing Parties' absolute discretion.

14.2 Exceptions

The obligations of the Lessor, the Sublessor and the Sublessee in clause 14.1 do not apply to disclosures to the extent that the disclosure is:

- (a) by a Sublessor Partner to another Sublessor Partner or by a Sublessee Partner to another Sublessee Partner;
- (b) by the Lessor, Sublessor or Sublessee to:
 - (i) Related Bodies Corporate or Associates of the Lessor, 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 Deed, the Distribution Network Lease, the Sublease and Access Agreement (or any transactions contemplated by them);
 - (iv) in the case of Related Bodies Corporate or Associates of the Lessor, Sublessor or Sublessee:
 - (A) the Lessor's, Sublessor's or Sublessee's rights and obligations under this Deed (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 Lessor, the Sublessor or the 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;

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- (ii) the Lessor is, to the reasonable satisfaction of the Lessor, fully indemnified by the Sublessee in respect of the obligations and liabilities referred to in clause 12(c)(i) and the liability of the Sublessee under such indemnity is the subject of such security in favour of the Lessor as the Lessor may reasonably require.

The Lessor must not unreasonably withhold (and must not impose unreasonable conditions upon) any consent necessary for the Sublessee to apply for, retain or keep current any Authorisation referred to in clause 4.2(b) or to comply with any Law referred in clause 4.2(b).

12.2 Put and Call Option Agreements

The Lessor must, if requested by the Sublessee and at the expense of the Sublessee (such expense to include the reasonable internal costs of the Lessor, such as of time spent, in connection with signing and reviewing documents):

- (a) promptly sign all documentation provided to the Lessor by the Sublessee, which may include documents necessary to effect any subdivision and transfer of that part of the Leased Land the subject of the Put and Call Option Agreement to the counterparty under the Put and Call Option Agreement and any associated registration of any variation or surrender of the Distribution Network Lease; and

- (b) provide all other reasonable assistance required by the Sublessee,

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, provided that the Sublessee has certified in writing to the Lessor that the signing of any documentation is necessary for the Sublessee to exercise its rights or perform its obligations under the Put and Call Option Agreement and any contract contemplated by that Put and Call Option Agreement.

13 Payments

13.1 Obligation

The Sublessee must duly and punctually pay all money payable by it to the Lessor or the State under this Deed.

13.2 Payment of payments

All payments by the Sublessee to the Lessor or the State under this Deed must be made:

- (a) in immediately available and irrevocable funds to such bank account as the Lessor 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.

13.3 Default Interest

- (a) The Sublessee must pay to the Lessor or the State interest on any amount payable to the Lessor or the State which remains unpaid at the end of the date on which that amount is due for payment under this Deed (including interest payable under this clause 13.3).
- (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).

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- (b) The Lessor must consent to a Change of Control under clause 10.5(a)(ii) where it is reasonably satisfied that, at the time of the Change of Control, the Change of Control complies with all applicable Laws and, immediately following the Change of Control:
 - (i) the persons who will Control the Sublessee, but excluding such of those persons as Controlled that entity immediately prior to the Change of Control, are of good repute and sound financial standing;
 - (ii) when all Sublessee Partners (and not just the Sublessee Partner(s) who experienced the Change in Control) are considered, the Sublessee will be financially capable of performing its obligations under this Deed and for this purpose it will be assumed that any Sublessee ERIC Partners are only required to collectively contribute such proportion of such financial resources as equates to the aggregate Operator Partnership Interest of all Sublessee ERIC Partners; and
 - (iii) the Sublessee will be technically capable of performing its obligations under this Deed.

11 Liability for termination of Distribution Network Lease or other leases

- (a) The Sublessee acknowledges and agrees that the Sublease and Access Agreement will automatically terminate when the lease of the Leased Assets and the Leased Land under the Distribution Network Lease comes to an end for any reason.
- (b) The Sublessee acknowledges and agrees that neither the Lessor nor the State has any liability whatsoever to the Sublessee, including for any Loss, in respect of the termination of the Distribution Network Lease in accordance with its terms.
- (c) The Sublessee agrees that it will not make any application to a court for relief from forfeiture upon the termination of the Distribution Network Lease and agrees that this clause 11(c) may be pleaded as a bar to any court proceedings instituted by the Sublessee.

12 Assistance by Lessor

12.1 General

The Lessor must, if requested by the Sublessee and at the expense and risk of the Sublessee (such expense to include the reasonable internal costs of the Lessor, such as of time spent), exercise its rights and entitlements in or in relation to the Leased Assets, the Leased Land and the Network Land during the Sublease Term, and do all things which the Sublessee reasonably requires of it, to assist the Sublessee in respect of any matter relating to the Leased Assets, the Leased Land or the Network Land where all of the following apply:

- (a) the Sublessee is unable to act itself by reason of the Lessor's interest in or in relation to the Leased Assets, the Leased Land or the Network Land;
- (b) the matter to be undertaken by the Sublessee is one not forbidden by or otherwise inconsistent with the terms of the Distribution Network Lease or this Deed; and
- (c) either:
 - (i) in exercising such rights or entitlements the Lessor assumes or incurs no obligations or present or contingent liabilities to any other person (including the Sublessor or the Sublessee) for which the Lessor is not fully insured under an insurance policy taken out by the Sublessor or the Sublessee and of which the Lessor has the benefit; or

10.3 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 Sublessee acknowledges 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.

10.4 Sublease Deed

- (a) Except with the prior consent of the Lessor or as otherwise provided in this clause 10.4, neither the Sublessor nor the Sublessee may:
 - (i) create or allow to subsist a Security Interest (other than a Permitted Lien or other Permitted Security Interest) over any of its rights under this Deed; or
 - (ii) assign or transfer to any person any of its rights, interests or obligations in or under this Deed.
- (b) The Lessor must not unreasonably withhold its consent under clause 10.4(a)(i) to the extent that:
 - (i) in the case of the Sublessor, the Security Interest is over all (but not part only) of the Sublessor's rights under this Deed, the Distribution Network Lease and the Sublease and Access Agreement, and the Sublessor and the third party beneficiary of the Security Interest execute a Tripartite Deed in a form that is satisfactory to the Lessor, acting reasonably; and
 - (ii) in the case of the Sublessee, the Security Interest is over all (but not part only) of the Sublessee's rights under this Deed and the Sublease and Access Agreement, and the Sublessee and the third party beneficiary of the Security Interest execute a Tripartite Deed in a form that is satisfactory to the Lessor, acting reasonably.
- (c) The Sublessor must, and must only, assign and transfer all (but not part only) of its rights, interests and obligations in or under this Deed to a person to whom it assigns or transfers at the same time all of its rights and obligations under the Distribution Network Lease and the Sublease and Access Agreement.
- (d) The Sublessee must, and must only, assign and transfer all (but not part only) of its rights, interests and obligations in or under this Deed to a person to whom it assigns or transfers at the same time all of its rights and obligations under the Sublease and Access Agreement.
- (e) The Lessor must, and must only, assign and transfer all (but not part only) of its rights, interests and obligations in or under this Deed to a person to whom it assigns or transfers at the same time all of its rights and obligations under the Distribution Network Lease.

10.5 Change of Control of Sublessee

- (a) A Change of Control with respect to the Sublessee must not occur other than:
 - (i) where such Change of Control is a Permitted Change of Control; or
 - (ii) with the prior consent of the Lessor.

9.4 Insurance not to limit indemnity

No holding of any insurance policy limits the Sublessee's liability in relation to the indemnity contained in this clause 9.

9.5 No requirement for expense before enforcement of indemnity

It is not necessary for the Lessor or the State to incur any expense or make any payment before enforcing a right of indemnity conferred by this clause 9.

10 Security Interests, Assignments, Subletting and Change of Control**10.1 Security Interests**

- (a) Subject to clause 10.1(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 or other Permitted Security Interest) over any of its rights under the Sublease and Access Agreement 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 10.1(a) the Sublessee will not be in breach of this clause 10.1 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 Sublessee acknowledges that the Sublessor must not give its consent under clause 10.1(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.

10.2 Permitted assignments

- (a) 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
 - (iii) the Sublease and Access Agreement,
 without the prior consent of the Sublessor, which the Sublessee acknowledges may only be given if the Lessor consents to such assignment or transfer under clause 23.3(a)(vii) of the Distribution Network Lease.
- (b) Without limiting the conditions to which the Lessor's consent, as referred to in clause 10.2(a), may be subject, the Lessor, the Sublessor and the Sublessee acknowledge and agree that one of those conditions may be that the assignee or transferee enters into a deed in the form of this Deed.

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- (F) any act or omission on the part of the Sublessee, a Sublessee Partner or the Sublessee's Representatives that causes a breach of the Distribution Network Lease by the Sublessor;
 - (G) any failure by the Sublessee, a Sublessee Partner or the Sublessee's Representatives to comply with any applicable Law or Authorisation relating to the Leased Assets, the Leased Land or the Network Land or the possession, condition, management, operation, use, repair, maintenance, alteration, modification or replacement of them; and
 - (H) any death, personal injury, loss or damage suffered or sustained by any person in connection with the Leased Assets, the Leased Land or the Network Land or the condition, management, operation, use, repair, maintenance, alteration, modification or replacement of them.
- (c) If the Lessor or the State is made a party to any Claim to which the Sublessee's indemnity under this clause 9 extends, the Sublessee must, if so requested by the Lessor:
- (i) defend such Claim in the name of the Lessor or the State (as the case may be); and
 - (ii) pay all reasonable costs of the Lessor or the State (as the case may be) in connection with the Claim (including reasonable internal costs such as of time spent) provided that the Sublessee may only compromise, pay or satisfy such Claim with the consent of the Lessor or the State, such consent not to be unreasonably withheld or delayed.
- (d) The indemnity and release contained in this clause 9 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 this Deed;
 - (ii) the negligent acts or omissions or wilful default of the Lessor acting in its capacity as the Lessor under the Distribution Network Lease; or
 - (iii) 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.
- (e) The Lessor and the State must use all reasonable endeavours to mitigate the Losses that may be incurred or sustained by them and for which they are indemnified under this clause 9.
- (f) Neither the Lessor nor the State may recover from the Sublessee, under an indemnity provided for in this Deed, an amount that exceeds the amount of all Losses that they have incurred or sustained and for which they are entitled to be indemnified under this Deed.
- (g) Subject to clause 9.2(f), this indemnity does not exclude any other right of the Lessor or the State to be indemnified by the Sublessee.

9.3 Indemnity continuing

The indemnity contained in this clause 9 is a continuing obligation separate and independent of the Sublessee's other obligations.

9.2 Indemnity and release

- (a) The Sublessee acknowledges and agrees that, at all times during the Sublease Term, and as between it and the Lessor, 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 and the Leased Land (unencumbered by the Distribution Network Lease and the Sublease and Access Agreement), 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 Lessor and the State from any Loss which the Sublessee may incur or sustain by reason of:
 - (A) any act or omission of the Sublessor, a Sublessor Partner, the Sublessor's Representatives, a Sublessee Partner, any Sublessor Partnership Representative, the Sublessee, any Sublessee Partnership Representative or the Sublessee's Representatives;
 - (B) the performance of, or failure to perform, the Sublease and Access Agreement by the Sublessor or the Sublessee;
 - (C) the performance of, or failure to perform, the Distribution Network Lease by the Sublessor;
 - (D) the performance of, or failure to perform, this Deed by the Sublessor or the Sublessee; or
 - (E) the use, possession or occupation of the Leased Assets, the Leased Land or the Network Land by the Sublessor, a Sublessor Partner, the Sublessor's Representatives, any Sublessor Partnership Representative, the Sublessee, a Sublessee Partner, any Sublessee Partnership Representative, the Sublessee's Representatives, any Existing Tenant or any other person; and
 - (ii) indemnifies and must keep indemnified the Lessor and the State from and against all Losses of every kind that may be incurred or sustained, whether directly or indirectly, by the Lessor or the State 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 or the Network Land by the Sublessee, a Sublessee Partner, any Existing Tenant or any other person;
 - (B) the Leased Assets or the Leased Land or any part of them or the possession, condition, management, operation, use, repair, maintenance, alteration, modification, change, addition or replacement of the Leased Assets or the Leased Land or any part of them;
 - (C) the design of, or a defect in, the Leased Assets or the Leased Land or any part of them;
 - (D) any negligent act or omission or wilful default on the part of the Sublessee, a Sublessee Partner or the Sublessee's Representatives;
 - (E) any failure by the Sublessee or a Sublessee Partner to comply with this Deed;

the existence or otherwise of any Native Title in respect of any part of the Leased Land or the Network Land;

- (e) neither the Lessor nor the State will be liable to the Sublessee for any Loss which the Sublessee incurs or sustains by reason of a Native Title Claim with respect to any part of the Leased Land or the Network Land; and
- (f) the Sublessee has not entered into the Sublease and Access Agreement in reliance on any representation, warranty, promise or statement made by the Lessor or the State as to the prospects or status of any Aboriginal Land Claim in respect of any part of the Leased Land or the Network Land.

8 Guarantee

8.1 Guarantee and indemnity

The Sublessee:

- (a) unconditionally and irrevocably guarantees to the Lessor and the State on demand the due and punctual payment of any money owed by the Sublessor to the Lessor or the State under the Distribution Network Lease during the Sublease Term; and
- (b) separately indemnifies and must keep indemnified the Lessor and the State from and against any Losses which may be incurred or sustained by the Lessor or the State in connection with any default or delay by the Sublessor in the due and punctual payment of any money owed by the Sublessor to the Lessor or the State under the Distribution Network Lease during the Sublease Term.

8.2 Liability unaffected by other events

The liability of the Sublessee under this clause 8 is not affected by each act, omission or thing which, but for this provision, might in any way operate to release or otherwise exonerate or discharge the Sublessee from any of its obligations under this clause 8, including the grant to the Sublessor or any other person of any time, waiver or other indulgence, or the discharge or release of the Sublessor or any other person from any obligation.

8.3 Continuing guarantee and indemnity

This clause 8:

- (a) extends to cover the Distribution Network Lease as amended, varied or replaced, whether with or without the consent of the Sublessee; and
- (b) is a continuing guarantee and indemnity and remains in full force and effect for so long as the Sublessor has any liability or obligation to the Lessor or the State under the Distribution Network Lease in relation to the payment of money under the Distribution Network Lease as referred to in clause 8.1 and until all of those liabilities or obligations have been fully discharged.

9 Risk and Indemnities

9.1 Risk

The Sublessee acknowledges and agrees that, as between it and the Lessor, all things which the Sublessee does under or in relation to the Sublease and Access Agreement (including using the Leased Assets, the Leased Land and the Network Land) are at its own risk and cost and the Sublessee agrees to assume all such risks.

- (d) The Sublessee must execute and register any document necessary to give effect to the power of attorney created under this clause 6 or to give effect to, or achieve the registration of, any document executed under the power of attorney created under this clause 6.

7 Condition

7.1 As is where is

- (a) The Sublessee acknowledges and agrees that, except as expressly provided in the Sale and Purchase Agreement the Leased Assets and the Leased Land are subleased to the Sublessee under the Sublease and Access Agreement in an 'as is where is' condition with all faults and defects, and no representation or warranty is given by the Lessor or the State (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 or the Leased Land;
 - (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 under the Sublease and Access Agreement, 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.

7.2 Exclusion of warranties

The Sublessee acknowledges and agrees that, as between the Sublessee on the one hand and the Lessor and the State on the other hand:

- (a) the Sublessee has not relied on, or been induced to enter into the Sublease and Access Agreement or this Deed by, any promise, representation, warranty or undertaking given by or on behalf of the Lessor or the State other than a promise, representation, warranty or undertaking that is expressly set out in this Deed or the Sale and Purchase Agreement;
- (b) the Sublessee accepts the Leased Assets and the Leased Land in their state, condition, age, capacity, quality, suitability and fitness current at the date they become subject to the Sublease and Access Agreement, with all defects and faults (if any), and no promise, representation, warranty or undertaking has been given by or on behalf of the Lessor or the State as to those matters;
- (c) the Sublessee has not entered into the Sublease and Access Agreement in reliance on any representation, warranty, promise or statement made by the Lessor or the State in relation to the heritage issues or cultural heritage issues that may affect the Leased Assets, the Leased Land or the Network Land or the prospect of securing removal from them of anything which has heritage or cultural heritage significance;
- (d) the Sublessee has not entered into the Sublease and Access Agreement in reliance on any representation, warranty, promise or statement made by the Lessor or the State as to

- (i) for the purposes of enabling the Lessor to exercise its rights under the Distribution Network Lease or this Deed;
- (ii) for the purposes of protecting its interests as the owner of the Leased Assets and Leased Land;
- (iii) at the request of the Sublessor, for the purposes of enabling the Sublessor to exercise its rights under the Distribution Network Lease, in which case the Lessor is only required to do so to the extent it is so required by clause 9.5 of the Distribution Network Lease and on the conditions set out in clause 9.5 of the Distribution Network Lease; or
- (iv) at the request of the Sublessee, for the purposes of enabling the Sublessee to exercise its rights in relation to the Leased Assets, the Leased Land or the Network Land, in which case the Lessor is only required to do so to the extent it is so required by clause 12 and on the conditions set out in clause 12.

6 Power of attorney

- (a) The Sublessee irrevocably appoints the Lessor as the attorney of the Sublessee to:
 - (i) execute, stamp and register a surrender of the Sublease and Access Agreement if the Distribution Network Lease has been terminated or the Lessor has lawfully re-entered possession of the Leased Assets and the Leased Land;
 - (ii) execute, stamp and register a withdrawal of any caveat lodged by the Sublessee in respect of the Leased Land or consent to any dealing affected by that caveat if the Sublessor fails to comply with its obligations under clause 38 of the Distribution Network Lease in respect of that caveat;
 - (iii) if the Sublessee fails to comply with its obligations under clause 4.5(a) or 4.5(b), execute all documents that the Lessor reasonably considers necessary or desirable to perform the Sublessee's obligations under clause 4.5(a) or 4.5(b) (but excluding anything under clause 18.1(h) of the Distribution Network Lease);
 - (iv) if the Sublessee fails to comply with its obligations under clause 4.5(c) or 4.5(d), execute all documents that the Lessor reasonably considers necessary or desirable for the purposes of doing anything under clause 4.5(c) or 4.5(d);
 - (v) generally (and acting reasonably) do, execute and perform anything relating to the Leased Land as fully and effectually as the Sublessee could do if the Sublessee fails to comply with its obligation under this Deed to do the relevant thing after the Lessor has given the Sublessee notice to do, execute or perform that thing and the Sublessee has failed to comply with that notice;
 - (vi) appoint delegates as its attorney and, at the discretion of the Lessor, revoke any such appointment and appoint others; and
 - (vii) use the name of the Sublessee in connection with any power the Lessor may exercise under this clause 6(a).
- (b) The Sublessee agrees to ratify and confirm everything the attorney lawfully does on behalf of the Sublessee under clause 6(a). The Sublessee indemnifies and must keep indemnified and hold harmless the attorney and its delegates against any and all loss caused or contributed to by any lawful exercise of the attorney's and its delegates' powers under clause 6(a).
- (c) The Lessor must, as far as is reasonably practicable, notify the Sublessee a reasonable time before taking any actions under clause 6(a).

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- (e) The Sublessee must do all things that are reasonably within its power to enable the Sublessor to comply with its obligations under clause 2.6(d) and 2.8(e) of the Distribution Network Lease.

4.6 New Network Technologies

- (a) Except as otherwise consented to by the Lessor, the Sublessee must not, and must ensure that none of the Sublessee's Associates, bring a New Network Technology into commercial operation unless title to the assets that comprise the New Network Technology is vested in or transferred to the Lessor free from all Security Interests over those assets.
- (b) The Sublessee acknowledges that:
 - (i) with effect from the time title to the assets that comprise a New Network Technology is vested in or transferred to the Lessor in accordance with clause 4.6(a), those assets are leased to the Sublessor under the Distribution Network Lease; and
 - (ii) except as otherwise consented to by the Lessor, where an asset first becomes part of a New Network Technology after the time that New Network Technology is brought into commercial operation, 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.
- (c) The Sublessee must do everything necessary to give effect to a vesting or transfer of title as referred to in clause 4.6(a) or (b)(ii) and to procure the release and discharge of all Security Interests over the asset prior to such vesting or transfer.

4.7 Work Health and Safety

- (a) The Sublessee:
 - (i) acknowledges and agrees that, as between itself and the Lessor, the Sublessee has management and control of the Leased Land, the Leased Assets and the Network Land; and
 - (ii) it must ensure that, in respect of the Leased Land, the Leased Assets and the Network Land, the Sublessee complies with WHS Law.
- (b) The Lessor authorises the Sublessee to, and the Sublessee must:
 - (i) manage and control the Leased Land, the Leased Assets and the Network Land to the extent; and
 - (ii) undertake such steps as are,

necessary to discharge any responsibilities the Lessor may have under WHS Law, including any obligations imposed under a notice issued under WHS Law.

5 Exercise of statutory rights

- (a) Pursuant to section 36 of the Act, the Lessor, the Sublessor and the Sublessee agree that only the Sublessor may exercise the Lessor's land acquisition functions (as defined in that section) on behalf of the Lessor during the Term.
- (b) Pursuant to section 179 of the Electricity Supply Act, the Lessor must not exercise any function of a network operator under section 45 of the Electricity Supply Act during the Term other than:

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- (f) The Lessor, the Sublessor and the Sublessee acknowledge and agree that, without limiting the Lessor's rights to any other remedies at common law, in equity or under the terms of this Deed or the Distribution Network Lease (including clause 16 of the Distribution Network Lease), the Lessor may seek an urgent injunction or order for specific performance if the Sublessee fails to comply promptly with a direction given under clause 4.3(e).
- (g) The rights of the Lessor under this clause 4.3 are in addition to its rights under clause 8 of the Distribution Network Lease.

4.4 Records, information and inspection

The Sublessee must do all things that are reasonably within its power to enable the Sublessor to comply with its obligations under clause 8 of the Distribution Network Lease.

4.5 Obligations at Lease End Date

- (a) The Sublessee must do all things that are reasonably within its power to enable the Sublessor to comply with its obligations under clause 18.1 of the Distribution Network Lease.
- (b) The Sublessee must do all things that are reasonably within its power to enable the Sublessor to comply with its obligations under clause 19(b), (c) and (e) of the Distribution Network Lease in so far as those obligations relate to Additional Network Assets or Additional Network Land of the Sublessee or an Associate of the Sublessee.
- (c) Where a Private Easement or Easement in Gross to which clause 2.6 of the Distribution Network Lease applies is held in the name of the Sublessee, the Sublessee must cooperate fully with the Lessor to enable (at the Lessor's option, acting reasonably and for no payment by the Lessor to the Sublessee or any other person):
 - (i) the transfer of the Private Easement or Easement in Gross to the Lessor or its nominee;
 - (ii) the creation of a substitute Private Easement or Easement in Gross that is held by the Lessor (and is in favour of both the Lessor and its nominees); or
 - (iii) the exclusive benefit of the Private Easement or Easement in Gross to be made available to the Lessor and its nominees,

with effect from the Lease End Date or as soon as practicable thereafter (including by executing and registering any documents necessary or desirable to effect the transfer).
- (d) Where the Sublessee is the grantee of a Contractual Licence referred to in clause 2.8(d) of the Distribution Network Lease, the Sublessee must cooperate fully with the Lessor to enable (at the Lessor's option, acting reasonably and for no payment by the Lessor to the Sublessee or any other person):
 - (i) the transfer of the Contractual Licence to the Lessor or its nominee;
 - (ii) the creation of a substitute Contractual Licence in favour of the Lessor and its nominees; or
 - (iii) the exclusive benefit of the Contractual Licence to be made available to the Lessor and its nominees,

with effect from the Lease End Date or as soon as practicable thereafter (including by executing and registering any documents necessary or desirable to effect the transfer).

4.3 Telecommunications services

- (a) The Sublessee must not use or permit the use of any part of the Leased Assets at any time during the Sublease Term to provide any Telecommunications Services unless:
- (i) at the time the Telecommunications Services are provided, and to the extent required by Law:
 - (A) the Sublessor, the Sublessee or a Partnership Group Entity holds and maintains a Carrier Licence; and
 - (B) a Nominated Carrier Declaration is in force in respect of such parts of the Leased Assets as are Network Units; or
 - (ii) the provision of the Telecommunications Services is otherwise authorised under the Telecommunications Act,

and the provision of the Telecommunications Services does not cause the Lessor to be in breach of any Law (including section 42 of the Telecommunications Act).

- (b) If, during the Sublease Term, ACMA takes any regulatory, administrative or other action (**Action**) or threatens to take any Action that may affect or prejudice in any way the ability of the Sublessee to comply with this clause 4.3, the Sublessee must:
- (i) provide the Lessor with full details of the threatened or actual Action; and
 - (ii) permit the Lessor to contribute to any submission made to ACMA in response to that threatened or actual Action.

The Sublessee must pay all of the costs incurred by the Lessor (including reasonable internal costs such as of time spent) in connection with the threatened or actual Action or in making any submission to ACMA in response to such Action.

- (c) The Sublessee must as soon as possible upon request by the Lessor:
- (i) provide the Lessor and its authorised representatives with, and allow them to make copies of, any information the Lessor reasonably requires for the purposes of determining the Sublessee's compliance with this clause 4.3;
 - (ii) make available to the Lessor and its authorised representatives a person or persons familiar with the Leased Assets for the purposes of assisting them to obtain an understanding of any information referred to in clause 4.3(c)(i); and
 - (iii) provide the Lessor and its authorised representatives with access to inspect any part of the Leased Assets, the Leased Land or the Network Land for the purposes of determining the Sublessee's compliance with this clause 4.3.

The Lessor must act reasonably in making such requests, provided that the Lessor is not in any way restricted from making such requests in circumstances where it reasonably believes that the Sublessee is in breach of this clause 4.3 or that the Sublessee may be at risk of such breach.

- (d) The Sublessee must promptly notify the Lessor of any circumstances likely to constitute or to cause any breach of this clause 4.3.
- (e) If the Lessor reasonably believes that the Sublessee may be in breach of this clause 4.3 or may be at risk of such breach, the Lessor may by notice direct the Sublessee to cease or suspend the Sublessee's activities, in so far as the activities give rise or may give rise to a breach, or risk of breach, of this clause 4.3. The Sublessee must promptly comply with such direction such time as the Lessor gives the Sublessee further notice.

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- (i) the return of the Leased Assets and Leased Land under clause 18 of the Distribution Network Lease;
 - (ii) the transfer of Additional Network Assets or Additional Network Land under clause 19 of the Distribution Network Lease; or
 - (iii) the surrender of any Leased Land under clause 9.6 or 21 of the Distribution Network Lease.
- (h) Nothing in this Deed releases the Sublessor from its obligations under the Distribution Network Lease, or releases the Sublessor from such liability as it may have for a breach of the Distribution Network Lease, notwithstanding that such breach may have been caused by an act or omission of the Sublessee or the Sublessee's Representatives.

4 Sublessee obligations

4.1 Lessor's interest

- (a) The Sublessee must, to the extent reasonably practicable having regard to its legal capacity and its rights and obligations under the Sublease and Access Agreement:
- (i) safeguard and protect the property, title and rights of the Lessor in and in relation to the Leased Assets, the Leased Land and the Network Land; and
 - (ii) not do or permit to be done any act, omission or thing which might jeopardise the property, title or rights of the Lessor in or in relation to the Leased Assets, the Leased Land or the Network Land.
- (b) The Sublessee acknowledges and agrees that, from the time that an asset first becomes:
- (i) part of the Leased Network;
 - (ii) part of the Telecommunications Network;
 - (iii) part of the Street Lighting System; or
 - (iv) Network-Related Equipment,
- after the Commencement Date in accordance with clause 7.4(f) of the Distribution Network Lease, title to that asset is vested in or transferred to the Lessor and the asset is leased to the Sublessor under the Distribution Network Lease.
- (c) The Sublessee must do everything necessary and reasonably within its power to give effect to any vesting, or transfer of title, referred to in clause 4.1(b), and to procure the release and discharge of all Security Interests over the asset prior to such vesting or transfer.

4.2 Sublessee as operator

- (a) The Sublessee must at all times during the Sublease Term be 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.
- (b) The Sublessee must, and must ensure that any other person that is the operator consistent with paragraph (a) does, obtain, keep current and comply with all Authorisations and otherwise comply with all Laws that are required to be obtained, kept or complied with in order for the Sublessee or such entity to operate the Leased Network during the Sublease Term.

3 Distribution Network Lease

- (a) The Sublessee acknowledges that it has been given a copy of, and has read and understood, the Distribution Network Lease.
- (b) 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.
- (c) The Sublessee acknowledges and agrees that:
 - (i) the Sublease and Access Agreement is subject to all reservations contained in the Distribution Network Lease; and
 - (ii) the rights of the Sublessee under the Sublease and Access Agreement are subject to and subordinate to the rights of the Lessor under the Distribution Network Lease.
- (d) The Sublessee acknowledges and agrees that, apart from such rights as are conferred on it by applicable Laws or Authorisations, it has no greater rights in relation to the Leased Assets or the Leased Land than the rights conferred on the Sublessor under the Distribution Network Lease.
- (e) 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 and the Leased Land, including the Lessor's rights under the Distribution Network Lease to:
 - (i) rectify breaches of the Sublessor's obligations under the Distribution Network Lease; and
 - (ii) enter into possession of the Leased Assets and the Leased Land.
- (f) The Sublessee:
 - (i) acknowledges that, under clauses 9.6 and 21 of the Distribution Network Lease, the Sublessor may effect a partial surrender of the Distribution Network Lease, so far as it relates to a part of the Leased Land; and
 - (ii) agrees that:
 - (A) the effect of such surrender is that the relevant Leased Land will automatically cease to be subleased to the Sublessee under the Sublease and Access Agreement;
 - (B) it has no right to request or take a lease of that Leased Land from the Lessor;
 - (C) it will not make any application to a court for relief against forfeiture upon such surrender and this clause 3(f)(ii)(C) may be pleaded as a bar to any court proceedings instituted by the Sublessee; and
 - (D) the Sublessee must prepare at its cost all documents required to effect and register the surrender or partial surrender of the Sublease and Access Agreement to give effect to this clause 3(f), and pay all of the costs incurred by the Lessor in connection with reviewing and signing those documents, including costs incurred in connection with the preparation, execution and registration of those documents.
- (g) The Sublessee acknowledges and agrees that it is not entitled to any payment from the Lessor or the State, including by way of compensation, damages or reimbursement for the value of improvements or other assets, in connection with:

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- (b) The Sublessor and the Sublessee acknowledge the Lessor, by giving any consent or approval, executing any document or imposing a condition in connection with any consent, approval or execution of a document:
 - (i) assumes no duty of care to either of them;
 - (ii) makes no warranty or representation in relation to the subject of the consent, approval or document; and
 - (iii) does not waive any right or remedy that the Lessor may have under the Distribution Network Lease or this Deed.
- (c) A thing that would otherwise be prevented or prohibited by this Deed may be done with the prior consent of the Lessor.

1.9 Equitable relief

Each of the Lessor, the Sublessor and the Sublessee:

- (a) acknowledge that damages may not be an adequate remedy for any breach by it of, or failure by it to comply with, this Deed; and
- (b) agree that, without limiting any other right, remedy or action another of them has in connection with any actual or threatened breach by it of, or failure by it to comply with, this Deed, the Lessor, the Sublessor and the Sublessee (as applicable) is entitled to seek equitable relief (including specific performance, an injunction or declaratory relief) to restrain any actual or threatened breach by it of, or failure by it to comply with, this Deed and it must not oppose the granting of such relief on the basis that the entity seeking such relief has not or will not sustain any actual loss or damage.

1.10 Acknowledgements of State rights

The Sublessor and the Sublessee acknowledge and agree that, notwithstanding that the State is not a party to this Deed, to the extent a provision of this Deed expressly refers to the State as having a right or benefit under this Deed:

- (a) the Lessor holds that right or benefit on trust for the State;
- (b) the State may enforce that right or benefit directly against the Sublessor or the Sublessee, as applicable; and
- (c) the Lessor may enforce that right or benefit against the Sublessor or the Sublessee (as applicable) on behalf of the State.

1.11 Sublessee's Representatives

Every obligation under this Deed on the part of the Sublessee will be deemed to include a covenant of the Sublessee to procure compliance with the obligation by each of the Sublessee's Representatives.

2 Sublease and Access Agreement

- (a) The Sublessor and the Sublessee must not amend the Sublease and Access Agreement in such a way as will result in it ceasing to satisfy the requirements for it to be a sublease that is made in accordance with clause 23.3(a) of the Distribution Network Lease.
- (b) The Lessor, the Sublessor and the Sublessee acknowledge and agree that, irrespective of whether the Sublease and Access Agreement continues to satisfy the requirements for it to be a sublease that is made in accordance with clause 23.3(a) of the Distribution Network Lease, the Sublessee is to be regarded as a Permitted Sublessee for the purposes of the Distribution Network Lease.

1.7 Trustee Party capacity

- (a) The entities that enter into and perform this Deed as trustee of a trust (*Trustee Parties*) do so in that, and in no other, capacity.
- (b) Subject to clause 1.7(d), any liability of a Trustee Party arising under or in connection with this Deed 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 1.7(d), no person will be entitled to:
 - (i) claim from or commence proceedings against a Trustee Party in respect of any Loss under this Deed 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 a 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 Deed against a Trustee Party in any capacity other than as trustee of the relevant trust.
- (d) The provisions of this clause 1.7 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.
- (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 1.7 applies:
 - (i) despite any other provision of this Deed; and
 - (ii) to each Trustee Party severally and the obligations, undertakings, warranties and representations and liabilities under this clause 1.7 are several and not joint nor joint and several.

1.8 Lessor's consent

- (a) Where this Deed or the Distribution Network Lease requires the Lessor to not unreasonably withhold or delay its consent or approval to a matter, then without limiting the matters that the Lessor may take into account, the Lessor is entitled to take into account its own interests and the interests of the State in deciding whether to withhold or grant its consent or approval.

- (e) ERIC Sublessee 4.

Sublessee ERIC Partner means a Sublessee Partner that is wholly-owned (directly or indirectly) by an entity incorporated under the *Electricity Retained Interest Corporations Act 2015* (NSW). As at the Commencement Date the following Sublessee Partners are ERIC Partners:

- (a) ERIC Sublessee 1;
- (b) ERIC Sublessee 2;
- (c) ERIC Sublessee 3; and
- (d) ERIC Sublessee 4.

Sublessee Partnership Representative means such person (if any) as nominated, and notified to the Lessor and the Sublessor by the Sublessee from time to time to be the Sublessee Partnership Representative under this Deed.

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 any of their officers, employees, agents, contractors, consultants, advisers, licensees or invitees.

Sublessor Partner means a partner in the Asset Partnership. 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 Representative means such person (if any) as nominated, and notified to the Lessor and the Sublessor by the Sublessee from time to time to be the Sublessor Partnership Representative.

Sublessor's Representatives means any officer, employee, agent, contractor, consultant, adviser, licensee or invitee of the Sublessor, including Network Management, the Sublessor Partnership Representative and any of its officers, employees, agents, contractors, consultants, advisers, licensees or invitees, but does not include the Lessor or the Lessor's Representatives.

1.5 Interpretation

Clause 1.3 (Interpretation) and 1.5 (Business Days) of the Distribution Network Lease apply as if set out in full in this Deed and as if references in those clauses to the Distribution Network Lease were references to this Deed.

1.6 Consents or approvals

Where any of the Lessor, the Sublessor or the Sublessee has a discretion, right of approval or consent, or a right to determine a thing or an obligation to consider a thing, it may exercise that discretion or give or withhold that approval or consent or make a determination or undertake that consideration in its absolute discretion, subject to any conditions and without giving reasons, unless this Deed expressly provides otherwise. In the case of:

- (a) the Sublessor, clause 1.1 also applies; and
- (b) the Sublessee, clause 1.2 also applies.

- (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 Deed; 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 Sublessee Partner at any time is deemed to be the Sublessee Partnership Representative; except that
- (iv) any information sought from the Sublessee, or notice or direction given by the Lessor or 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 Deed, including in the Recitals, 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 Deed 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 Deed.

1.4 Definitions

The following definitions apply, including in the Recitals, unless the context requires otherwise.

Asset Partnership has the meaning given to the term "Partnership" in the Distribution Network Lease.

Default Rate means a rate equivalent to the 4% per annum above the Bank Bill Rate during any period in which an amount payable under this Deed 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 Deed.

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 Deed consistently with its terms.

Operator Partnership Interest has the meaning given to Partnership Interest in the Operator Partnership Deed.

Operator Partnership Deed means the deed dated 20 October 2016 between each of the Sublessee Partners.

Sublease and Access Agreement means the Distribution Network Sublease and Access Agreement between the Sublessor and the Sublessee dated on or about the date of this Deed.

Sublease Term has the meaning given in the Sublease and Access Agreement.

Sublessee Partner means a partner in the Operator Partnership. 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

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- (i) the obligations, undertakings, covenants, representations, warranties, indemnities and liabilities of the Sublessee under this Deed bind all the Sublessee Partners jointly and severally; and
 - (ii) this Deed 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 or the Lessor (on the one hand) and a Sublessee Partner (on the other), will continue to bind that Sublessee Partner even if an entity ceases to be a Sublessee Partner.
- (c) All references to the Sublessee in:
 - (i) the definitions of Additional Network Assets, Additional Network Land, Associate and Partnership Group (as incorporated into this Deed by virtue of clause 1.3); and
 - (ii) clauses 4.3 (Telecommunications Services), 4.6(a) (New Network Technologies), 6 (Power of Attorney), 10 (Security Interests, Assignments, Subletting and Change of Control), 14 (Confidentiality) and 30 (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 1.7 (Trustee Party capacity) and 18.1 and 18.3 (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 Deed 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 or the Lessor, 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 and the Lessor:
 - (i) are each 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, are 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 Deed. Without limitation, in the absence of actual knowledge to the contrary, the Sublessor and the Lessor are each 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 Deed;

Sublease Deed

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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 1.7 (Trustee Party capacity) and 18.1 and 18.3 (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 Deed 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 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 or the Lessor, 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 and the Lessor:
 - (i) are each 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, are 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 Deed. Without limitation, in the absence of actual knowledge to the contrary, the Sublessee and the Lessor are each 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 Deed;
 - (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 Deed; 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 Lessor or 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. If the Sublessee is not a partnership, this clause 1.2 will cease to apply and any references to Sublessee Partners in this Deed will no longer apply.
- (b) Subject to paragraph (d):

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Sublessee 4),

(the **Sublessee**).

5 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.

Recitals

- A By the Distribution Network Lease, the Lessor has leased to the Sublessor the Leased Property.
- B By the Sublease and Access Agreement, the Sublessor has subleased to the Sublessee such of the Leased Property as is leased to the Sublessor from time to time under the Distribution Network Lease.
- C As at the date of this Deed, the Sublease and Access Agreement is a sublease made in accordance with clause 23.3(a) of the Distribution Network Lease.
- D The Lessor, the Sublessor and the Sublessee have entered into this Deed to regulate as between themselves certain matters relating to the Distribution Network Lease and the Sublease and Access Agreement.

It is agreed as follows.

1 Interpretation and other matters

1.1 Asset Partnership

- (a) This clause 1.1 applies if the Sublessor comprises a partnership. If the Sublessor is not a partnership, this clause 1.1 will cease to apply and any references to Sublessor Partners in this Deed will no longer apply.
- (b) Subject to paragraph (d):
 - (i) the obligations, undertakings, covenants, warranties, indemnities and liabilities of the Sublessor under this Deed bind all the Sublessor Partners jointly and severally; and
 - (ii) this Deed 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 or the Lessor (on the one hand) and a Sublessor Partner (on the other), 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 Deed by virtue of clause 1.3); and
 - (ii) clauses 3(h) (Distribution Network Lease), 10.4 (Sublease Deed), 14 (Confidentiality) and 30 (Governing law and jurisdiction),

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This Deed is made on

Parties

- 1 Ausgrid (ABN 67 505 337 385) (the **Lessor**);
- 2 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**).
- 3 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.
- 4 Ausgrid Operator Partnership (ABN 78 508 211 731) 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**

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Ausgrid

Ausgrid Asset Partnership

The partners of Ausgrid Asset Partnership in their personal capacities

Ausgrid Operator Partnership

The partners of Ausgrid Operator Partnership in their personal capacities

Sublease Deed

EXECUTION VERSION

Allens
Deutsche Bank Place
Corner Hunter and Phillip Streets
Sydney NSW 2000
T +61 2 9230 4000
F +61 2 9230 5333
www.allens.com.au

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Schedule 7

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2. Contractual Licences - Special Access Arrangements

VDR Reference	Contract ID	Counterparty	Description
10.01.03.05.51	20150831	Sydney Water	Agreement for Electricity Cables crossing Water Board Properties dated 3 July 1978
10.01.03.05.56	19671009	Commissioner of Motor Transport	Agreement between the Commissioner and Ausgrid for sharing the use of cables, ducts and pits within Sydney.
10.01.03.05.59	20090602	Roads and Traffic Authority of NSW	Licence Agreement to install utility on a RTA bridge (Sydney Harbour Bridge)
10.01.03.05.69 and 10.01.03.05.70	Undated	TransGrid	Licence to Occupy parcels of land for the construction, maintenance and use of communication huts
10.01.06.05.72	20090621	Sydney Harbour Tunnel Company Limited	Licence Agreement for non-exclusive right to install, maintain, repair, replace and use a cable within Sydney Harbour Tunnel
10.01.03.05.79	20160201	Roads and Maritime Services	Access Arrangement letter in relation to Mills Pond Bridge, Botany providing access for the purpose of carrying out Utility Works.
10.01.03.05.80	20081208	The Minister for Lands	Licence Agreement in relation to the Crowns Land Act 1989 to access a Crown reserve to install, operate and maintain telecommunication facilities
10.01.03.05.96	20130806	Roads and Maritime Services	Agreement between RMS and Ausgrid for Ausgrid to access and relocate electricity works to part of a public road located within the Central Coast Highway.
10.01.03.05.95	20130116	Roads and Maritime Services	Access Licence, Release and Indemnity Deed between RMS, Airport Motorway Limited, AMT Management Limited and Ausgrid dated 16 January 2013 providing access to Ausgrid to carry out works on the Eastern Distributor and Ausgrid to release and indemnify RMS, Airport Motorway Limited and AMT Management Limited.
10.01.03.05.98	20160316	Roads and Maritime Services	Agreement between RMS and Ausgrid for Ausgrid to access and relocate electricity works to part of a public road located within the M1 Pacific Motorway and Hills M2 Motorway.
10.01.03.05.97	20150910	Roads and Maritime Services	Deed of Indemnity and Licence between RMS and Ausgrid for Ausgrid to access and relocate electricity works to part of a public road located within the Pacific Highway.
10.01.03.05.104	20160531	NSW Electricity Networks Operations Pty Limited as trustee of the NSW Networks Operations Trust (trading as TransGrid)	MetroGrid Tunnel Deed of Agreement for Ausgrid to install, access and operate a cable in the tunnel forming part of the TransGrid network

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Licensor	Property Name	PMIS	Agreement No.	Address	DP	Lot
				2223		
CROWN CASTLE AUSTRALIA PTY LTD	WIMAX SITE NO. 59 LEICHHARDT	44216	7197	Leichhardt Bus Depot, Derbyshire Road LEICHHARDT NSW 2040		
Department of Trade & Investment	WIMAX SITE NO. 63 EAST KILLARA	44245	7203	Koola Park EAST Killara NSW 2071		
CROWN CASTLE AUSTRALIA PTY LTD	WIMAX SITE NO. 65 BATEAU BAY	44749	7357	Berne Street Water Tank Compound BATEAU BAY NSW 2261		
CROWN CASTLE AUSTRALIA PTY LTD	WIMAX SITE NO. 85 RAYMOND TERRACE	44219	7199	Muree Gold Club, Muree Street RAYMOND TERRACE		
CROWN CASTLE AUSTRALIA PTY LTD	WIMAX SITE NO. 85 RAYMOND TERRACE	44219	7199	Muree Gold Club, Muree Street RAYMOND TERRACE		
CROWN CASTLE AUSTRALIA PTY LTD	WIMAX SITE NO. 88 RUTHERFORD	44409	7215	Churchill Crescent Water Reservoir TELARAH NSW 2320		
SUPPER HUNTER SHIRE COUNCIL	WIMAX SITE NO. 90 SCONE	43997	7193	Graeme Street ABERDEEN NSW 2336		
NECROPOLIS TRUSTEES	SUBSTATION PREMISES NO 3903	17445	BK 4399 No 472	Rookwood cemetery substation premises no 3903 Farrar Weekes	1015565	500

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Licensor	Property Name	PMIS	Agreement No.	Address	DP	Lot
CROWN CASTLE AUSTRALIA PTY LTD	WIMAX SITE NO. 32 DUDLEY	44408	7213	Dudley Road Part Water Reservoir DUDLEY NSW 22*90	1132668	114
The Owners – STRATA PLAN 6346	WIMAX SITE NO. 369 NEUTRAL BAY	44519	7226	Ben Boyd Road, 206 NEUTRAL BAY NSW		
THE OWNERS – STRATA PLAN NO. 2312	WIMAX SITE NO 379	44512	7225	Edward Street, 14 BOND I NSW 2026		
THE OWNERS – STRATA PLAN 3190	WIMAX SITE NO. 380 – DOVER HEIGHTS	44670	7254	Peel Street, 2 DOVER HEIGHTS NSW 2030	Sp3190	
CROWN CASTLE AUSTRALIA PTY LTD	WIMAX SITE NO. 381 GAN GAN	44744	7379	Gan Gan Lookout Lily Road NELSON BAY 2315		
CROWN CASTLE AUSTRALIA PTY LTD	WIMAX SITE NO. 381 GAN GAN Dish with Feeder	44744	7379	Gan Gan Lookout Lily Road NELSON BAY		
WYONG SHIRE COUNCIL	WILMAX SITE NO. 383	44750	7408	Shannon Parade Council Reservoir BERKELEY VALE NSW 2261		
CROWN CASTLE AUSTRALIA OTY LTD	WIMAX SITE NO 389 MARRICKVILLE	44891	7356	Illawarra Road, 238 MARRICKVILLE NSW 2204		
CROWN CASTLE AUSTRALIA OTY LTD	WIMAX SITE NO. 390 - NORTHBRIDGE	44916	7363	Sailors Bay Road, 83-113 NORTHBRIDGE NSW 2063		
The Owners – Strata Plan No. 3601	WIMAX SITE NO. 393 -DGECLIFF	44771	7376	Edgecliff Road, 442-446 Rooftop EDGECLIFF NSW 2027		
THE UNIVERSITY OF SYDNEY	WIMAX SITE NO. 398 -NEWTOWN	45497	7437	City Road, off Carslaw Building, Sydney University CHIPPENDALE NSW 2008		
WYONG SHIRE COUNCIL	WIMAX SITE NO. 400 - BUDGEWOI	44758	7409	Ulane Avenue (Water Authority Reservoir) HALEKULANI NSW 2262		
CROWN CASTLE AUSTRALIA PTY LTD	WIMAX SITE NO.401 – OATLEY	45091	7389	Judd Street (Oatley_ MORTDALE NSW		

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Licensor	Property Name	PMIS	Agreement No.	Address	DP	Lot
Department of Primary Industries	WIMAX SITE NO. 146 ABERDEEN	43998	7191	Graeme Street ABERDEEN NSW 2336	723312	173
UPPER HUNTER SHIRE COUNCIL	WIMAX SITE NO. 146 ABERDEEN	43998	7190	Graeme Street ABERDEEN NSW 2336		
Boehm Kenneth and Alvin – Mr	WIMAX SITE NO. 15 KANGY ANGY	44790	7265	Pacific Highway, 357 TUGGERAH		
MAITLAND CITY COUNCIL	WIMAX SITE NO. 181 – BOLWARRA HEIGHTS	44725	7375	Bolwarra Lookout, Paterson Road BOLWARRA HGTS NSW 2320		
CROWN CASTLE AUSTRALIAPTY LTD	WIMAX SITE NO. 187 BENSVILLE	44695	7258	Doyle Road, Lot 2 KINCUMBER SOUTH NSW 2251		
CROWN CASTLE AUSTRALIAPTY LTD	WIMAX SITE NO. 188 – MAC MASTERS BEACH	44804	7263	Copacabana Reservoir Ridgeway Drive COPACABANA NSW 2251		
CROWN CASTLE AUSTRALIA PTY LTD	WIMAX SITE NO. 194 COAL POINT	44215	7196	Water Reservoir Off Whitelcok Street COAL POINT NSW 2283	241154	1
Department of Trade & Investment	WIMAX SITE NO. 196 NORTH WAHROONGA	44388	720	Golden Jubilee Oval, Esk Street NORTH WAHROONGA NSW 2076	752031	478
CROWN CASTLE AUSTRALIA PTY LTD	WIMAX SITE NO. 20	44388	7202	Rear Lees Lotus Inn, 41 Red leaf Avenue (Sailors Bay Road) WAHROONGA NSW 2076		
NEW SOUTH WALES LAND AND HOUSING CORPORATION	WIMAX SITE NO. 205 SURRY HILLS	45208	7407	Belvoir Street, 40 (Northcote Building) SURRY HILLS NSW 2010		
WYONG SHIRE COUNCIL	WIMAX SITE NO. 210 LONG JETTY	45282	7410	Kitchener Road, 12-34 Jubilee Park LONG JETTY NSW 2261		
WYONG SHIRE COUNCIL	WIMAX SITE NO. 210 LONG JETTY	45282	7410	Kitchener Road, 12-34 Jubilee Park LONG JETTY NSW 2261	12442	43

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Licensor	Property Name	PMIS	Agreement No.	Address	DP	Lot
& Heritage	OLNEY STATE FOREST			No. 122 COORANGBONG NSW 2265		
Forestry Corporation of NSW	STATE FOREST – POLOLBIN TRANSMITTER HUT	17428	4792	State Forest – Broken Back site (Broke Road) POKOLBIN NSW 2320	755250	PT
CALTEX OIL (AUST.) P/L	SUBSTATION & EASMENT & R O C	30971	5160	Mary Street WICKHAM NSW 2293		
Transgrid	TOMAGO SWITCHING STATION	45089	7150	Old Punt Road TOMAGO NSW 2322		
TRANSPORT ROADS & MARITIME SERVICES	U.G CABLES	9669	3092	Bennelong Road HOMEBUSH BAY NSW 2127		
TRANSPORT ROADS & MARITIME SERVICES	U.G CABLES	702	3905	Blaxland Road (Parramatta Rive) Rhodes NSW 2138		
TRANSPORT ROADS & MARITIME SERVICES	U.G CABLES –	15427	4399	James Craig Road ROZELLE BAY NSW 2039		
TRANSPORT ROADS & MARITIME SERVICES	U.G CABLES – BOTANY BAY CABLE PROJECT	42723	7005	Botany Bay LA PEROUSE & KURNELL NSW 2036		
SYDNEY OLYMPIC PARK AUTHORITY	U.G CABLES (WATER)	32832	5576	Haslam Creek Nr Bennelong Road HOMEBUSH BAY NSW 2127		
TRANSPORT ROADS & MARITIME SERVICES	U.G TRANSMISSION LINES	4837	4512	Burroway Road HOMEBUSH BAY NSW 2127		
Department of Lands	VACANT LAND – BAR POINT	35592	6669	Kalinda Road, Lot 104 (Off Hawkesbury River) BAR POINT NSW 2083	28366	104
Department of Lands	VACANT LAND – BAR POINT	35592	6669	Kalinda Road, Lot 104 (Off Hawkesbury River) BAR POINT NSW 2083		

Lease Annexure A Distribution Network Lease

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Licensor	Property Name	PMIS	Agreement No.	Address	DP	Lot
MARITIME SERVICES	(NAV.WATER)			ALL SUBURBS NSW 2000		
S.T.A OF N.S.W	O.H Mains (3 Poles)	10984	3181	Princes Highway TEMPE NSW 2044		
Department of Primary Industries	O.H Transmission line – Licence	45849	7516	Thornley Street MARRICKVILLE NSW 2204		
TRANSPORT ROADS & MARITIME SERVICES	O.H TRANSMISSION LINES – CAPT. COOK DR	15195	4511	Captain Cook Drive CARINGBAH NSW 2229		
TRANSPORT ROADS & MARITIME SERVICES	O.H TRANSMISSION LINES – Waratah St	10579	3127	Waratah Street (6 Melrose Park) ERMINTON NSW 2115		
Office Of Environment & Heritage	Op 13442 – CESSNOCK STATE FOREST – TRANSMISSION LINES	43560	7090	State Forest (Various) Teralba		
TELSTRA CORPORATION LIMITED	RADIO TOWER SITE MERRIWA	40184	6579	Avocado Road MERRIWA NSW 2329	618277	11
Rail Infrastructure Corporation	RAILWAY CROSSING	42775	6921	Pacific Highway, (over Sandgate Rail Bridge Overbridge C017 – 170.148 SABFARE BSW 2304		
Roads & Traffic Authority NSW	RTA CROSSING – RIP BRIDGE – PUBLIC ROAD	42246	6866	Maitland Bay Drive ETTALONG NSW 2257		
Roads & Traffic Authority NSW	RTA CROSSING – RYDE BRIDGE – PUBLIC ROAD	42245	6866	Concord Road & Church Street Ryde NSW 2112		
TRANSPORT ROADS & MARITIM SERVICES	SEE PAGE DISPOSAL PIPE (from #1600)	3128	3702	Lincoln Crescent WOLLOOMOOLOO NSW 2011		
RAILCORP	SERVICE PIPE	11263	3102	Edgehill Street – English Street CALTON NSW 2218		
Forestry Corporation of NSW	STATE FOREST – MT HEATON RADIO HUT	17602	5173	Heaton State Forest No. 122 MORRISSET NSW 2264		
Office of Environment	STATE FOREST	17427	7114	Olney State Forest		

Lease Annexure A Distribution Network Lease

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Licensor	Property Name	PMIS	Agreement No.	Address	DP	Lot
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TRANSPORT ROADS & MARITIME SERVICES	O.H TRANSMISSION LINES – CAPT. COOK DR	15195	4511	Captain Cook Drive CARINGBAH NSW 2229		
TRANSPORT ROADS & MARITIME SERVICES	O.H TRANSMISSION LINES – Waratah St	10579	3127	Waratah Street (6 Melrose Park) ERMINTON NSW 2115		
Office Of Environment & Heritage	Op 13442 – CESSNOCK STATE FOREST – TRANSMISSION LINES	43560	7090	State Forest (Various) Teralba		
TELSTRA CORPORATION LIMITED	RADIO TOWER SITE MERRIWA	40184	6579	Avocado Road MERRIWA NSW 2329	618277	11
Rail Infrastructure Corporation	RAILWAY CROSSING	42775	6921	Pacific Highway, (over Sandgate Rail Bridge Overbridge C017 – 170.148 SABFARE BSW 2304		
Roads & Traffic Authority NSW	RTA CROSSING – RIP BRIDGE – PUBLIC ROAD	42246	6866	Maitland Bay Drive ETTALONG NSW 2257		
Roads & Traffic Authority NSW	RTA CROSSING – RYDE BRIDGE – PUBLIC ROAD	42245	6866	Concord Road & Church Street Ryde NSW 2112		
TRANSPORT ROADS & MARITIME SERVICES	SEE PAGE DISPOSAL PIPE (from #1600)	3128	3702	Lincoln Crescent WOLLOOMOOLOO NSW 2011		
RAILCORP	SERVICE PIPE	11263	3102	Edgehill Street – English Street CALTON NSW 2218		
Forestry Corporation of NSW	STATE FOREST – MT HEATON RADIO HUT	17602	5173	Heaton State Forest No. 122 MORRISSET NSW 2264		
Office of Environment	STATE FOREST	17427	7114	Olney State Forest		

Lease Annexure A Distribution Network Lease

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Licensor	Property Name	PMIS	Agreement No.	Address	DP	Lot
& Heritage	OLNEY STATE FOREST			No. 122 COORANGBONG NSW 2265		
Forestry Corporation of NSW	STATE FOREST – POLOLBIN TRANSMITTER HUT	17428	4792	State Forest – Broken Back site (Broke Road) POKOLBIN NSW 2320	755250	PT
CALTEX OIL (AUST.) P/L	SUBSTATION & EASMENT & R O C	30971	5160	Mary Street WICKHAM NSW 2293		
Transgrid	TOMAGO SWITCHING STATION	45089	7150	Old Punt Road TOMAGO NSW 2322		
TRANSPORT ROADS & MARITIME SERVICES	U.G CABLES	9669	3092	Bennelong Road HOMEBUSH BAY NSW 2127		
TRANSPORT ROADS & MARITIME SERVICES	U.G CABLES	702	3905	Blaxland Road (Parramatta River) Rhodes NSW 2138		
TRANSPORT ROADS & MARITIME SERVICES	U.G CABLES –	15427	4399	James Craig Road ROZELLE BAY NSW 2039		
TRANSPORT ROADS & MARITIME SERVICES	U.G CABLES – BOTANY BAY CABLE PROJECT	42723	7005	Botany Bay LA PEROUSE & KURNELL NSW 2036		
SYDNEY OLYMPIC PARK AUTHORITY	U.G CABLES (WATER)	32832	5576	Haslam Creek Nr Bennelong Road HOMEBUSH BAY NSW 2127		
TRANSPORT ROADS & MARITIME SERVICES	U.G TRANSMISSION LINES	4837	4512	Burroway Road HOMEBUSH BAY NSW 2127		
Department of Lands	VACANT LAND – BAR POINT	35592	6669	Kalinda Road, Lot 104 (Off Hawkesbury River) BAR POINT NSW 2083	28366	104
Department of Lands	VACANT LAND – BAR POINT	35592	6669	Kalinda Road, Lot 104 (Off Hawkesbury River) BAR POINT NSW 2083		

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Licensor	Property Name	PMIS	Agreement No.	Address	DP	Lot
Department of Primary Industries	WIMAX SITE NO. 146 ABERDEEN	43998	7191	Graeme Street ABERDEEN NSW 2336	723312	173
UPPER HUNTER SHIRE COUNCIL	WIMAX SITE NO. 146 ABERDEEN	43998	7190	Graeme Street ABERDEEN NSW 2336		
Boehm Kenneth and Alvin – Mr	WIMAX SITE NO. 15 KANGY ANGY	44790	7265	Pacific Highway, 357 TUGGERAH		
MAITLAND CITY COUNCIL	WIMAX SITE NO. 181 – BOLWARRA HEIGHTS	44725	7375	Bolwarra Lookout, Paterson Road BOLWARRA HGTS NSW 2320		
CROWN CASTLE AUSTRALIPTY LTD	WIMAX SITE NO. 187 BENSVILLE	44695	7258	Doyle Road, Lot 2 KINCUMBER SOUTH NSW 2251		
CROWN CASTLE AUSTRALIPTY LTD	WIMAX SITE NO. 188 – MAC MASTERS BEACH	44804	7263	Copacabana Reservoir Ridgeway Drive COPACABANA NSW 2251		
CROWN CASTLE AUSTRALIA PTY LTD	WIMAX SITE NO. 194 COAL POINT	44215	7196	Water Reservoir Off Whitelcok Street COAL POINT NSW 2283	241154	1
Department of Trade & Investment	WIMAX SITE NO. 196 NORTH WAHROONGA	44388	720	Golden Jubilee Oval, Esk Street NORTH WAHROONGA NSW 2076	752031	478
CROWN CASTLE AUSTRALIA PTY LTD	WIMAX SITE NO. 20	44388	7202	Rear Lees Lotus Inn, 41 Red leaf Avenue (Sailors Bay Road) WAHROONGA NSW 2076		
NEW SOUTH WALES LAND AND HOUSING CORPORATION	WIMAX SITE NO. 205 SURRY HILLS	45208	7407	Belvoir Street, 40 (Northcote Building) SURRY HILLS NSW 2010		
WYONG SHIRE COUNCIL	WIMAX SITE NO. 210 LONG JETTY	45282	7410	Kitchener Road, 12-34 Jubilee Park LONG JETTY NSW 2261		
WYONG SHIRE COUNCIL	WIMAX SITE NO. 210 LONG JETTY	45282	7410	Kitchener Road, 12-34 Jubilee Park LONG JETTY NSW 2261	12442	43

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Licensor	Property Name	PMIS	Agreement No.	Address	DP	Lot
CROWN CASTLE AUSTRALIA PTY LTD	WIMAX SITE NO. 32 DUDLEY	44408	7213	Dudley Road Part Water Reservoir DUDLEY NSW 22*90	1132668	114
The Owners – STRATA PLAN 6346	WIMAX SITE NO. 369 NEUTRAL BAY	44519	7226	Ben Boyd Road, 206 NEUTRAL BAY NSW		
THE OWNERS – STRATA PLAN NO. 2312	WIMAX SITE NO 379	44512	7225	Edward Street, 14 BOND I NSW 2026		
THE OWNERS – STRATA PLAN 3190	WIMAX SITE NO. 380 – DOVER HEIGHTS	44670	7254	Peel Street, 2 DOVER HEIGHTS NSW 2030	Sp3190	
CROWN CASTLE AUSTRALIA PTY LTD	WIMAX SITE NO. 381 GAN GAN	44744	7379	Gan Gan Lookout Lily Road NELSON BAY 2315		
CROWN CASTLE AUSTRALIA PTY LTD	WIMAX SITE NO. 381 GAN GAN Dish with Feeder	44744	7379	Gan Gan Lookout Lily Road NELSON BAY		
WYONG SHIRE COUNCIL	WILMAX SITE NO. 383	44750	7408	Shannon Parade Council Reservoir BERKELEY VALE NSW 2261		
CROWN CASTLE AUSTRALIA OTY LTD	WIMAX SITE NO 389 MARRICKVILLE	44891	7356	Illawarra Road, 238 MARRICKVILLE NSW 2204		
CROWN CASTLE AUSTRALIA OTY LTD	WIMAX SITE NO. 390 - NORTHBRIDGE	44916	7363	Sailors Bay Road, 83-113 NORTHBRIDGE NSW 2063		
The Owners – Strata Plan No. 3601	WIMAX SITE NO. 393 -DGECLIFF	44771	7376	Edgecliff Road, 442-446 Rooftop EDGECLIFF NSW 2027		
THE UNIVERSITY OF SYDNEY	WIMAX SITE NO. 398 -NEWTOWN	45497	7437	City Road, off Carlaw Building, Sydney University CHIPPENDALE NSW 2008		
WYONG SHIRE COUNCIL	WIMAX SITE NO. 400 - BUDGEWOI	44758	7409	Ulane Avenue (Water Authority Reservoir) HALEKULANI NSW 2262		
CROWN CASTLE AUSTRALIA PTY LTD	WIMAX SITE NO.401 – OATLEY	45091	7389	Judd Street (Oatley_ MORTDALE NSW		

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Licensor	Property Name	PMIS	Agreement No.	Address	DP	Lot
				2223		
CROWN CASTLE AUSTRALIA PTY LTD	WIMAX SITE NO. 59 LEICHHARDT	44216	7197	Leichhardt Bus Depot, Derbyshire Road LEICHHARDT NSW 2040		
Department of Trade & Investment	WIMAX SITE NO. 63 EAST KILLARA	44245	7203	Koola Park EAST Killara NSW 2071		
CROWN CASTLE AUSTRALIA PTY LTD	WIMAX SITE NO. 65 BATEAU BAY	44749	7357	Berne Street Water Tank Compound BATEAU BAY NSW 2261		
CROWN CASTLE AUSTRALIA PTY LTD	WIMAX SITE NO. 85 RAYMOND TERRACE	44219	7199	Muree Gold Club, Muree Street RAYMOND TERRACE		
CROWN CASTLE AUSTRALIA PTY LTD	WIMAX SITE NO. 85 RAYMOND TERRACE	44219	7199	Muree Gold Club, Muree Street RAYMOND TERRACE		
CROWN CASTLE AUSTRALIA PTY LTD	WIMAX SITE NO. 88 RUTHERFORD	44409	7215	Churchill Crescent Water Reservoir TELARAH NSW 2320		
SUPPER HUNTER SHIRE COUNCIL	WIMAX SITE NO. 90 SCONE	43997	7193	Graeme Street ABERDEEN NSW 2336		
NECROPOLIS TRUSTEES	SUBSTATION PREMISES NO 3903	17445	BK 4399 No 472	Rookwood cemetery substation premises no 3903 Farrar Weekes	1015565	500

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2. Contractual Licences - Special Access Arrangements

VDR Reference	Contract ID	Counterparty	Description
10.01.03.05.51	20150831	Sydney Water	Agreement for Electricity Cables crossing Water Board Properties dated 3 July 1978
10.01.03.05.56	19671009	Commissioner of Motor Transport	Agreement between the Commissioner and Ausgrid for sharing the use of cables, ducts and pits within Sydney.
10.01.03.05.59	20090602	Roads and Traffic Authority of NSW	Licence Agreement to install utility on a RTA bridge (Sydney Harbour Bridge)
10.01.03.05.69 and 10.01.03.05.70	Undated	TransGrid	Licence to Occupy parcels of land for the construction, maintenance and use of communication huts
10.01.06.05.72	20090621	Sydney Harbour Tunnel Company Limited	Licence Agreement for non-exclusive right to install, maintain, repair, replace and use a cable within Sydney Harbour Tunnel
10.01.03.05.79	20160201	Roads and Maritime Services	Access Arrangement letter in relation to Mills Pond Bridge, Botany providing access for the purpose of carrying out Utility Works.
10.01.03.05.80	20081208	The Minister for Lands	Licence Agreement in relation to the Crown's Land Act 1989 to access a Crown reserve to install, operate and maintain telecommunication facilities
10.01.03.05.96	20130806	Roads and Maritime Services	Agreement between RMS and Ausgrid for Ausgrid to access and relocate electricity works to part of a public road located within the Central Coast Highway.
10.01.03.05.95	20130116	Roads and Maritime Services	Access Licence, Release and Indemnity Deed between RMS, Airport Motorway Limited, AMT Management Limited and Ausgrid dated 16 January 2013 providing access to Ausgrid to carry out works on the Eastern Distributor and Ausgrid to release and indemnify RMS, Airport Motorway Limited and AMT Management Limited.
10.01.03.05.98	20160316	Roads and Maritime Services	Agreement between RMS and Ausgrid for Ausgrid to access and relocate electricity works to part of a public road located within the M1 Pacific Motorway and Hills M2 Motorway.
10.01.03.05.97	20150910	Roads and Maritime Services	Deed of Indemnity and Licence between RMS and Ausgrid for Ausgrid to access and relocate electricity works to part of a public road located within the Pacific Highway.
10.01.03.05.104	20160531	NSW Electricity Networks Operations Pty Limited as trustee of the NSW Networks Operations Trust (trading as TransGrid)	MetroGrid Tunnel Deed of Agreement for Ausgrid to install, access and operate a cable in the tunnel forming part of the TransGrid network

Lease Annexure A Distribution Network Lease

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Schedule 7

Sublease Deed

Ausgrid

Ausgrid Asset Partnership

The partners of Ausgrid Asset Partnership in their personal capacities

Ausgrid Operator Partnership

The partners of Ausgrid Operator Partnership in their personal capacities

Sublease Deed

EXECUTION VERSION

Allens
Deutsche Bank Place
Corner Hunter and Phillip Streets
Sydney NSW 2000
T +61 2 9230 4000
F +61 2 9230 5333
www.allens.com.au

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This Deed is made on

Parties

- 1 Ausgrid (ABN 67 505 337 385) (the **Lessor**);
- 2 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**).
- 3 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.
- 4 Ausgrid Operator Partnership (ABN 78 508 211 731) 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),
(the **Sublessee**).

5 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.

Recitals

- A By the Distribution Network Lease, the Lessor has leased to the Sublessor the Leased Property.
- B By the Sublease and Access Agreement, the Sublessor has subleased to the Sublessee such of the Leased Property as is leased to the Sublessor from time to time under the Distribution Network Lease.
- C As at the date of this Deed, the Sublease and Access Agreement is a sublease made in accordance with clause 23.3(a) of the Distribution Network Lease.
- D The Lessor, the Sublessor and the Sublessee have entered into this Deed to regulate as between themselves certain matters relating to the Distribution Network Lease and the Sublease and Access Agreement.

It is agreed as follows.

1 Interpretation and other matters

1.1 Asset Partnership

- (a) This clause 1.1 applies if the Sublessor comprises a partnership. If the Sublessor is not a partnership, this clause 1.1 will cease to apply and any references to Sublessor Partners in this Deed will no longer apply.
- (b) Subject to paragraph (d):
 - (i) the obligations, undertakings, covenants, warranties, indemnities and liabilities of the Sublessor under this Deed bind all the Sublessor Partners jointly and severally; and
 - (ii) this Deed 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 or the Lessor (on the one hand) and a Sublessor Partner (on the other), 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 Deed by virtue of clause 1.3); and
 - (ii) clauses 3(h) (Distribution Network Lease), 10.4 (Sublease Deed), 14 (Confidentiality) and 30 (Governing law and jurisdiction),

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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 1.7 (Trustee Party capacity) and 18.1 and 18.3 (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 Deed 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 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 or the Lessor, 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 and the Lessor:
 - (i) are each 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, are 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 Deed. Without limitation, in the absence of actual knowledge to the contrary, the Sublessee and the Lessor are each 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 Deed;
 - (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 Deed; 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 Lessor or 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. If the Sublessee is not a partnership, this clause 1.2 will cease to apply and any references to Sublessee Partners in this Deed will no longer apply.
- (b) Subject to paragraph (d):

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- (i) the obligations, undertakings, covenants, representations, warranties, indemnities and liabilities of the Sublessee under this Deed bind all the Sublessee Partners jointly and severally; and
 - (ii) this Deed 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 or the Lessor (on the one hand) and a Sublessee Partner (on the other), will continue to bind that Sublessee Partner even if an entity ceases to be a Sublessee Partner.
- (c) All references to the Sublessee in:
 - (i) the definitions of Additional Network Assets, Additional Network Land, Associate and Partnership Group (as incorporated into this Deed by virtue of clause 1.3); and
 - (ii) clauses 4.3 (Telecommunications Services), 4.6(a) (New Network Technologies), 6 (Power of Attorney), 10 (Security Interests, Assignments, Subletting and Change of Control), 14 (Confidentiality) and 30 (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 1.7 (Trustee Party capacity) and 18.1 and 18.3 (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 Deed 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 or the Lessor, 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 and the Lessor:
 - (i) are each 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, are 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 Deed. Without limitation, in the absence of actual knowledge to the contrary, the Sublessor and the Lessor are each 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 Deed;

- (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 Deed; 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 Sublessee Partner at any time is deemed to be the Sublessee Partnership Representative; except that
- (iv) any information sought from the Sublessee, or notice or direction given by the Lessor or 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 Deed, including in the Recitals, 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 Deed 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 Deed.

1.4 Definitions

The following definitions apply, including in the Recitals, unless the context requires otherwise.

Asset Partnership has the meaning given to the term "Partnership" in the Distribution Network Lease.

Default Rate means a rate equivalent to the 4% per annum above the Bank Bill Rate during any period in which an amount payable under this Deed 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 Deed.

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 Deed consistently with its terms.

Operator Partnership Interest has the meaning given to Partnership Interest in the Operator Partnership Deed.

Operator Partnership Deed means the deed dated 20 October 2016 between each of the Sublessee Partners.

Sublease and Access Agreement means the Distribution Network Sublease and Access Agreement between the Sublessor and the Sublessee dated on or about the date of this Deed.

Sublease Term has the meaning given in the Sublease and Access Agreement.

Sublessee Partner means a partner in the Operator Partnership. 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 ERIC Partner means a Sublessee Partner that is wholly-owned (directly or indirectly) by an entity incorporated under the *Electricity Retained Interest Corporations Act 2015* (NSW). As at the Commencement Date the following Sublessee Partners are ERIC Partners:

- (a) ERIC Sublessee 1;
- (b) ERIC Sublessee 2;
- (c) ERIC Sublessee 3; and
- (d) ERIC Sublessee 4.

Sublessee Partnership Representative means such person (if any) as nominated, and notified to the Lessor and the Sublessor by the Sublessee from time to time to be the Sublessee Partnership Representative under this Deed.

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 any of their officers, employees, agents, contractors, consultants, advisers, licensees or invitees.

Sublessor Partner means a partner in the Asset Partnership. 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 Representative means such person (if any) as nominated, and notified to the Lessor and the Sublessor by the Sublessee from time to time to be the Sublessor Partnership Representative.

Sublessor's Representatives means any officer, employee, agent, contractor, consultant, adviser, licensee or invitee of the Sublessor, including Network Management, the Sublessor Partnership Representative and any of its officers, employees, agents, contractors, consultants, advisers, licensees or invitees, but does not include the Lessor or the Lessor's Representatives.

1.5 Interpretation

Clause 1.3 (Interpretation) and 1.5 (Business Days) of the Distribution Network Lease apply as if set out in full in this Deed and as if references in those clauses to the Distribution Network Lease were references to this Deed.

1.6 Consents or approvals

Where any of the Lessor, the Sublessor or the Sublessee has a discretion, right of approval or consent, or a right to determine a thing or an obligation to consider a thing, it may exercise that discretion or give or withhold that approval or consent or make a determination or undertake that consideration in its absolute discretion, subject to any conditions and without giving reasons, unless this Deed expressly provides otherwise. In the case of:

- (a) the Sublessor, clause 1.1 also applies; and
- (b) the Sublessee, clause 1.2 also applies.

1.7 Trustee Party capacity

- (a) The entities that enter into and perform this Deed as trustee of a trust (*Trustee Parties*) do so in that, and in no other, capacity.
- (b) Subject to clause 1.7(d), any liability of a Trustee Party arising under or in connection with this Deed 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 1.7(d), no person will be entitled to:
 - (i) claim from or commence proceedings against a Trustee Party in respect of any Loss under this Deed 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 a 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 Deed against a Trustee Party in any capacity other than as trustee of the relevant trust.
- (d) The provisions of this clause 1.7 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.
- (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 1.7 applies:
 - (i) despite any other provision of this Deed; and
 - (ii) to each Trustee Party severally and the obligations, undertakings, warranties and representations and liabilities under this clause 1.7 are several and not joint nor joint and several.

1.8 Lessor's consent

- (a) Where this Deed or the Distribution Network Lease requires the Lessor to not unreasonably withhold or delay its consent or approval to a matter, then without limiting the matters that the Lessor may take into account, the Lessor is entitled to take into account its own interests and the interests of the State in deciding whether to withhold or grant its consent or approval.

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- (b) The Sublessor and the Sublessee acknowledge the Lessor, by giving any consent or approval, executing any document or imposing a condition in connection with any consent, approval or execution of a document:
 - (i) assumes no duty of care to either of them;
 - (ii) makes no warranty or representation in relation to the subject of the consent, approval or document; and
 - (iii) does not waive any right or remedy that the Lessor may have under the Distribution Network Lease or this Deed.
- (c) A thing that would otherwise be prevented or prohibited by this Deed may be done with the prior consent of the Lessor.

1.9 Equitable relief

Each of the Lessor, the Sublessor and the Sublessee:

- (a) acknowledge that damages may not be an adequate remedy for any breach by it of, or failure by it to comply with, this Deed; and
- (b) agree that, without limiting any other right, remedy or action another of them has in connection with any actual or threatened breach by it of, or failure by it to comply with, this Deed, the Lessor, the Sublessor and the Sublessee (as applicable) is entitled to seek equitable relief (including specific performance, an injunction or declaratory relief) to restrain any actual or threatened breach by it of, or failure by it to comply with, this Deed and it must not oppose the granting of such relief on the basis that the entity seeking such relief has not or will not sustain any actual loss or damage.

1.10 Acknowledgements of State rights

The Sublessor and the Sublessee acknowledge and agree that, notwithstanding that the State is not a party to this Deed, to the extent a provision of this Deed expressly refers to the State as having a right or benefit under this Deed:

- (a) the Lessor holds that right or benefit on trust for the State;
- (b) the State may enforce that right or benefit directly against the Sublessor or the Sublessee, as applicable; and
- (c) the Lessor may enforce that right or benefit against the Sublessor or the Sublessee (as applicable) on behalf of the State.

1.11 Sublessee's Representatives

Every obligation under this Deed on the part of the Sublessee will be deemed to include a covenant of the Sublessee to procure compliance with the obligation by each of the Sublessee's Representatives.

2 Sublease and Access Agreement

- (a) The Sublessor and the Sublessee must not amend the Sublease and Access Agreement in such a way as will result in it ceasing to satisfy the requirements for it to be a sublease that is made in accordance with clause 23.3(a) of the Distribution Network Lease.
- (b) The Lessor, the Sublessor and the Sublessee acknowledge and agree that, irrespective of whether the Sublease and Access Agreement continues to satisfy the requirements for it to be a sublease that is made in accordance with clause 23.3(a) of the Distribution Network Lease, the Sublessee is to be regarded as a Permitted Sublessee for the purposes of the Distribution Network Lease.

3 Distribution Network Lease

- (a) The Sublessee acknowledges that it has been given a copy of, and has read and understood, the Distribution Network Lease.
- (b) 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.
- (c) The Sublessee acknowledges and agrees that:
 - (i) the Sublease and Access Agreement is subject to all reservations contained in the Distribution Network Lease; and
 - (ii) the rights of the Sublessee under the Sublease and Access Agreement are subject to and subordinate to the rights of the Lessor under the Distribution Network Lease.
- (d) The Sublessee acknowledges and agrees that, apart from such rights as are conferred on it by applicable Laws or Authorisations, it has no greater rights in relation to the Leased Assets or the Leased Land than the rights conferred on the Sublessor under the Distribution Network Lease.
- (e) 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 and the Leased Land, including the Lessor's rights under the Distribution Network Lease to:
 - (i) rectify breaches of the Sublessor's obligations under the Distribution Network Lease; and
 - (ii) enter into possession of the Leased Assets and the Leased Land.
- (f) The Sublessee:
 - (i) acknowledges that, under clauses 9.6 and 21 of the Distribution Network Lease, the Sublessor may effect a partial surrender of the Distribution Network Lease, so far as it relates to a part of the Leased Land; and
 - (ii) agrees that:
 - (A) the effect of such surrender is that the relevant Leased Land will automatically cease to be subleased to the Sublessee under the Sublease and Access Agreement;
 - (B) it has no right to request or take a lease of that Leased Land from the Lessor;
 - (C) it will not make any application to a court for relief against forfeiture upon such surrender and this clause 3(f)(ii)(C) may be pleaded as a bar to any court proceedings instituted by the Sublessee; and
 - (D) the Sublessee must prepare at its cost all documents required to effect and register the surrender or partial surrender of the Sublease and Access Agreement to give effect to this clause 3(f), and pay all of the costs incurred by the Lessor in connection with reviewing and signing those documents, including costs incurred in connection with the preparation, execution and registration of those documents.
- (g) The Sublessee acknowledges and agrees that it is not entitled to any payment from the Lessor or the State, including by way of compensation, damages or reimbursement for the value of improvements or other assets, in connection with:

- (i) the return of the Leased Assets and Leased Land under clause 18 of the Distribution Network Lease;
 - (ii) the transfer of Additional Network Assets or Additional Network Land under clause 19 of the Distribution Network Lease; or
 - (iii) the surrender of any Leased Land under clause 9.6 or 21 of the Distribution Network Lease.
- (h) Nothing in this Deed releases the Sublessor from its obligations under the Distribution Network Lease, or releases the Sublessor from such liability as it may have for a breach of the Distribution Network Lease, notwithstanding that such breach may have been caused by an act or omission of the Sublessee or the Sublessee's Representatives.

4 Sublessee obligations

4.1 Lessor's interest

- (a) The Sublessee must, to the extent reasonably practicable having regard to its legal capacity and its rights and obligations under the Sublease and Access Agreement:
 - (i) safeguard and protect the property, title and rights of the Lessor in and in relation to the Leased Assets, the Leased Land and the Network Land; and
 - (ii) not do or permit to be done any act, omission or thing which might jeopardise the property, title or rights of the Lessor in or in relation to the Leased Assets, the Leased Land or the Network Land.
- (b) The Sublessee acknowledges and agrees that, from the time that an asset first becomes:
 - (i) part of the Leased Network;
 - (ii) part of the Telecommunications Network;
 - (iii) part of the Street Lighting System; or
 - (iv) Network-Related Equipment,
 after the Commencement Date in accordance with clause 7.4(f) of the Distribution Network Lease, title to that asset is vested in or transferred to the Lessor and the asset is leased to the Sublessor under the Distribution Network Lease.
- (c) The Sublessee must do everything necessary and reasonably within its power to give effect to any vesting, or transfer of title, referred to in clause 4.1(b), and to procure the release and discharge of all Security Interests over the asset prior to such vesting or transfer.

4.2 Sublessee as operator

- (a) The Sublessee must at all times during the Sublease Term be 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.
- (b) The Sublessee must, and must ensure that any other person that is the operator consistent with paragraph (a) does, obtain, keep current and comply with all Authorisations and otherwise comply with all Laws that are required to be obtained, kept or complied with in order for the Sublessee or such entity to operate the Leased Network during the Sublease Term.

4.3 Telecommunications services

- (a) The Sublessee must not use or permit the use of any part of the Leased Assets at any time during the Sublease Term to provide any Telecommunications Services unless:
 - (i) at the time the Telecommunications Services are provided, and to the extent required by Law:
 - (A) the Sublessor, the Sublessee or a Partnership Group Entity holds and maintains a Carrier Licence; and
 - (B) a Nominated Carrier Declaration is in force in respect of such parts of the Leased Assets as are Network Units; or
 - (ii) the provision of the Telecommunications Services is otherwise authorised under the Telecommunications Act,

and the provision of the Telecommunications Services does not cause the Lessor to be in breach of any Law (including section 42 of the Telecommunications Act).

- (b) If, during the Sublease Term, ACMA takes any regulatory, administrative or other action (**Action**) or threatens to take any Action that may affect or prejudice in any way the ability of the Sublessee to comply with this clause 4.3, the Sublessee must:
 - (i) provide the Lessor with full details of the threatened or actual Action; and
 - (ii) permit the Lessor to contribute to any submission made to ACMA in response to that threatened or actual Action.

The Sublessee must pay all of the costs incurred by the Lessor (including reasonable internal costs such as of time spent) in connection with the threatened or actual Action or in making any submission to ACMA in response to such Action.

- (c) The Sublessee must as soon as possible upon request by the Lessor:
 - (i) provide the Lessor and its authorised representatives with, and allow them to make copies of, any information the Lessor reasonably requires for the purposes of determining the Sublessee's compliance with this clause 4.3;
 - (ii) make available to the Lessor and its authorised representatives a person or persons familiar with the Leased Assets for the purposes of assisting them to obtain an understanding of any information referred to in clause 4.3(c)(i); and
 - (iii) provide the Lessor and its authorised representatives with access to inspect any part of the Leased Assets, the Leased Land or the Network Land for the purposes of determining the Sublessee's compliance with this clause 4.3.

The Lessor must act reasonably in making such requests, provided that the Lessor is not in any way restricted from making such requests in circumstances where it reasonably believes that the Sublessee is in breach of this clause 4.3 or that the Sublessee may be at risk of such breach.

- (d) The Sublessee must promptly notify the Lessor of any circumstances likely to constitute or to cause any breach of this clause 4.3.
- (e) If the Lessor reasonably believes that the Sublessee may be in breach of this clause 4.3 or may be at risk of such breach, the Lessor may by notice direct the Sublessee to cease or suspend the Sublessee's activities, in so far as the activities give rise or may give rise to a breach, or risk of breach, of this clause 4.3. The Sublessee must promptly comply with such direction such time as the Lessor gives the Sublessee further notice.

- (f) The Lessor, the Sublessor and the Sublessee acknowledge and agree that, without limiting the Lessor's rights to any other remedies at common law, in equity or under the terms of this Deed or the Distribution Network Lease (including clause 16 of the Distribution Network Lease), the Lessor may seek an urgent injunction or order for specific performance if the Sublessee fails to comply promptly with a direction given under clause 4.3(e).
- (g) The rights of the Lessor under this clause 4.3 are in addition to its rights under clause 8 of the Distribution Network Lease.

4.4 Records, information and inspection

The Sublessee must do all things that are reasonably within its power to enable the Sublessor to comply with its obligations under clause 8 of the Distribution Network Lease.

4.5 Obligations at Lease End Date

- (a) The Sublessee must do all things that are reasonably within its power to enable the Sublessor to comply with its obligations under clause 18.1 of the Distribution Network Lease.
- (b) The Sublessee must do all things that are reasonably within its power to enable the Sublessor to comply with its obligations under clause 19(b), (c) and (e) of the Distribution Network Lease in so far as those obligations relate to Additional Network Assets or Additional Network Land of the Sublessee or an Associate of the Sublessee.
- (c) Where a Private Easement or Easement in Gross to which clause 2.6 of the Distribution Network Lease applies is held in the name of the Sublessee, the Sublessee must cooperate fully with the Lessor to enable (at the Lessor's option, acting reasonably and for no payment by the Lessor to the Sublessee or any other person):
 - (i) the transfer of the Private Easement or Easement in Gross to the Lessor or its nominee;
 - (ii) the creation of a substitute Private Easement or Easement in Gross that is held by the Lessor (and is in favour of both the Lessor and its nominees); or
 - (iii) the exclusive benefit of the Private Easement or Easement in Gross to be made available to the Lessor and its nominees,

with effect from the Lease End Date or as soon as practicable thereafter (including by executing and registering any documents necessary or desirable to effect the transfer).

- (d) Where the Sublessee is the grantee of a Contractual Licence referred to in clause 2.8(d) of the Distribution Network Lease, the Sublessee must cooperate fully with the Lessor to enable (at the Lessor's option, acting reasonably and for no payment by the Lessor to the Sublessee or any other person):
 - (i) the transfer of the Contractual Licence to the Lessor or its nominee;
 - (ii) the creation of a substitute Contractual Licence in favour of the Lessor and its nominees; or
 - (iii) the exclusive benefit of the Contractual Licence to be made available to the Lessor and its nominees,

with effect from the Lease End Date or as soon as practicable thereafter (including by executing and registering any documents necessary or desirable to effect the transfer).

- (e) The Sublessee must do all things that are reasonably within its power to enable the Sublessor to comply with its obligations under clause 2.6(d) and 2.8(e) of the Distribution Network Lease.

4.6 New Network Technologies

- (a) Except as otherwise consented to by the Lessor, the Sublessee must not, and must ensure that none of the Sublessee's Associates, bring a New Network Technology into commercial operation unless title to the assets that comprise the New Network Technology is vested in or transferred to the Lessor free from all Security Interests over those assets.
- (b) The Sublessee acknowledges that:
 - (i) with effect from the time title to the assets that comprise a New Network Technology is vested in or transferred to the Lessor in accordance with clause 4.6(a), those assets are leased to the Sublessor under the Distribution Network Lease; and
 - (ii) except as otherwise consented to by the Lessor, where an asset first becomes part of a New Network Technology after the time that New Network Technology is brought into commercial operation, 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.
- (c) The Sublessee must do everything necessary to give effect to a vesting or transfer of title as referred to in clause 4.6(a) or (b)(ii) and to procure the release and discharge of all Security Interests over the asset prior to such vesting or transfer.

4.7 Work Health and Safety

- (a) The Sublessee:
 - (i) acknowledges and agrees that, as between itself and the Lessor, the Sublessee has management and control of the Leased Land, the Leased Assets and the Network Land; and
 - (ii) it must ensure that, in respect of the Leased Land, the Leased Assets and the Network Land, the Sublessee complies with WHS Law.
- (b) The Lessor authorises the Sublessee to, and the Sublessee must:
 - (i) manage and control the Leased Land, the Leased Assets and the Network Land to the extent; and
 - (ii) undertake such steps as are,

necessary to discharge any responsibilities the Lessor may have under WHS Law, including any obligations imposed under a notice issued under WHS Law.

5 Exercise of statutory rights

- (a) Pursuant to section 36 of the Act, the Lessor, the Sublessor and the Sublessee agree that only the Sublessor may exercise the Lessor's land acquisition functions (as defined in that section) on behalf of the Lessor during the Term.
- (b) Pursuant to section 179 of the Electricity Supply Act, the Lessor must not exercise any function of a network operator under section 45 of the Electricity Supply Act during the Term other than:

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- (i) for the purposes of enabling the Lessor to exercise its rights under the Distribution Network Lease or this Deed;
- (ii) for the purposes of protecting its interests as the owner of the Leased Assets and Leased Land;
- (iii) at the request of the Sublessor, for the purposes of enabling the Sublessor to exercise its rights under the Distribution Network Lease, in which case the Lessor is only required to do so to the extent it is so required by clause 9.5 of the Distribution Network Lease and on the conditions set out in clause 9.5 of the Distribution Network Lease; or
- (iv) at the request of the Sublessee, for the purposes of enabling the Sublessee to exercise its rights in relation to the Leased Assets, the Leased Land or the Network Land, in which case the Lessor is only required to do so to the extent it is so required by clause 12 and on the conditions set out in clause 12.

6 Power of attorney

- (a) The Sublessee irrevocably appoints the Lessor as the attorney of the Sublessee to:
 - (i) execute, stamp and register a surrender of the Sublease and Access Agreement if the Distribution Network Lease has been terminated or the Lessor has lawfully re-entered possession of the Leased Assets and the Leased Land;
 - (ii) execute, stamp and register a withdrawal of any caveat lodged by the Sublessee in respect of the Leased Land or consent to any dealing affected by that caveat if the Sublessor fails to comply with its obligations under clause 38 of the Distribution Network Lease in respect of that caveat;
 - (iii) if the Sublessee fails to comply with its obligations under clause 4.5(a) or 4.5(b), execute all documents that the Lessor reasonably considers necessary or desirable to perform the Sublessee's obligations under clause 4.5(a) or 4.5(b) (but excluding anything under clause 18.1(h) of the Distribution Network Lease);
 - (iv) if the Sublessee fails to comply with its obligations under clause 4.5(c) or 4.5(d), execute all documents that the Lessor reasonably considers necessary or desirable for the purposes of doing anything under clause 4.5(c) or 4.5(d);
 - (v) generally (and acting reasonably) do, execute and perform anything relating to the Leased Land as fully and effectually as the Sublessee could do if the Sublessee fails to comply with its obligation under this Deed to do the relevant thing after the Lessor has given the Sublessee notice to do, execute or perform that thing and the Sublessee has failed to comply with that notice;
 - (vi) appoint delegates as its attorney and, at the discretion of the Lessor, revoke any such appointment and appoint others; and
 - (vii) use the name of the Sublessee in connection with any power the Lessor may exercise under this clause 6(a).
- (b) The Sublessee agrees to ratify and confirm everything the attorney lawfully does on behalf of the Sublessee under clause 6(a). The Sublessee indemnifies and must keep indemnified and hold harmless the attorney and its delegates against any and all loss caused or contributed to by any lawful exercise of the attorney's and its delegates' powers under clause 6(a).
- (c) The Lessor must, as far as is reasonably practicable, notify the Sublessee a reasonable time before taking any actions under clause 6(a).

- (d) The Sublessee must execute and register any document necessary to give effect to the power of attorney created under this clause 6 or to give effect to, or achieve the registration of, any document executed under the power of attorney created under this clause 6.

7 Condition

7.1 As is where is

- (a) The Sublessee acknowledges and agrees that, except as expressly provided in the Sale and Purchase Agreement the Leased Assets and the Leased Land are subleased to the Sublessee under the Sublease and Access Agreement in an 'as is where is' condition with all faults and defects, and no representation or warranty is given by the Lessor or the State (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 or the Leased Land;
 - (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 under the Sublease and Access Agreement, 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.

7.2 Exclusion of warranties

The Sublessee acknowledges and agrees that, as between the Sublessee on the one hand and the Lessor and the State on the other hand:

- (a) the Sublessee has not relied on, or been induced to enter into the Sublease and Access Agreement or this Deed by, any promise, representation, warranty or undertaking given by or on behalf of the Lessor or the State other than a promise, representation, warranty or undertaking that is expressly set out in this Deed or the Sale and Purchase Agreement;
- (b) the Sublessee accepts the Leased Assets and the Leased Land in their state, condition, age, capacity, quality, suitability and fitness current at the date they become subject to the Sublease and Access Agreement, with all defects and faults (if any), and no promise, representation, warranty or undertaking has been given by or on behalf of the Lessor or the State as to those matters;
- (c) the Sublessee has not entered into the Sublease and Access Agreement in reliance on any representation, warranty, promise or statement made by the Lessor or the State in relation to the heritage issues or cultural heritage issues that may affect the Leased Assets, the Leased Land or the Network Land or the prospect of securing removal from them of anything which has heritage or cultural heritage significance;
- (d) the Sublessee has not entered into the Sublease and Access Agreement in reliance on any representation, warranty, promise or statement made by the Lessor or the State as to

the existence or otherwise of any Native Title in respect of any part of the Leased Land or the Network Land;

- (e) neither the Lessor nor the State will be liable to the Sublessee for any Loss which the Sublessee incurs or sustains by reason of a Native Title Claim with respect to any part of the Leased Land or the Network Land; and
- (f) the Sublessee has not entered into the Sublease and Access Agreement in reliance on any representation, warranty, promise or statement made by the Lessor or the State as to the prospects or status of any Aboriginal Land Claim in respect of any part of the Leased Land or the Network Land.

8 Guarantee

8.1 Guarantee and indemnity

The Sublessee:

- (a) unconditionally and irrevocably guarantees to the Lessor and the State on demand the due and punctual payment of any money owed by the Sublessor to the Lessor or the State under the Distribution Network Lease during the Sublease Term; and
- (b) separately indemnifies and must keep indemnified the Lessor and the State from and against any Losses which may be incurred or sustained by the Lessor or the State in connection with any default or delay by the Sublessor in the due and punctual payment of any money owed by the Sublessor to the Lessor or the State under the Distribution Network Lease during the Sublease Term.

8.2 Liability unaffected by other events

The liability of the Sublessee under this clause 8 is not affected by each act, omission or thing which, but for this provision, might in any way operate to release or otherwise exonerate or discharge the Sublessee from any of its obligations under this clause 8, including the grant to the Sublessor or any other person of any time, waiver or other indulgence, or the discharge or release of the Sublessor or any other person from any obligation.

8.3 Continuing guarantee and indemnity

This clause 8:

- (a) extends to cover the Distribution Network Lease as amended, varied or replaced, whether with or without the consent of the Sublessee; and
- (b) is a continuing guarantee and indemnity and remains in full force and effect for so long as the Sublessor has any liability or obligation to the Lessor or the State under the Distribution Network Lease in relation to the payment of money under the Distribution Network Lease as referred to in clause 8.1 and until all of those liabilities or obligations have been fully discharged.

9 Risk and Indemnities

9.1 Risk

The Sublessee acknowledges and agrees that, as between it and the Lessor, all things which the Sublessee does under or in relation to the Sublease and Access Agreement (including using the Leased Assets, the Leased Land and the Network Land) are at its own risk and cost and the Sublessee agrees to assume all such risks.

9.2 Indemnity and release

- (a) The Sublessee acknowledges and agrees that, at all times during the Sublease Term, and as between it and the Lessor, 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 and the Leased Land (unencumbered by the Distribution Network Lease and the Sublease and Access Agreement), 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 Lessor and the State from any Loss which the Sublessee may incur or sustain by reason of:
 - (A) any act or omission of the Sublessor, a Sublessor Partner, the Sublessor's Representatives, a Sublessee Partner, any Sublessor Partnership Representative, the Sublessee, any Sublessee Partnership Representative or the Sublessee's Representatives;
 - (B) the performance of, or failure to perform, the Sublease and Access Agreement by the Sublessor or the Sublessee;
 - (C) the performance of, or failure to perform, the Distribution Network Lease by the Sublessor;
 - (D) the performance of, or failure to perform, this Deed by the Sublessor or the Sublessee; or
 - (E) the use, possession or occupation of the Leased Assets, the Leased Land or the Network Land by the Sublessor, a Sublessor Partner, the Sublessor's Representatives, any Sublessor Partnership Representative, the Sublessee, a Sublessee Partner, any Sublessee Partnership Representative, the Sublessee's Representatives, any Existing Tenant or any other person; and
 - (ii) indemnifies and must keep indemnified the Lessor and the State from and against all Losses of every kind that may be incurred or sustained, whether directly or indirectly, by the Lessor or the State 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 or the Network Land by the Sublessee, a Sublessee Partner, any Existing Tenant or any other person;
 - (B) the Leased Assets or the Leased Land or any part of them or the possession, condition, management, operation, use, repair, maintenance, alteration, modification, change, addition or replacement of the Leased Assets or the Leased Land or any part of them;
 - (C) the design of, or a defect in, the Leased Assets or the Leased Land or any part of them;
 - (D) any negligent act or omission or wilful default on the part of the Sublessee, a Sublessee Partner or the Sublessee's Representatives;
 - (E) any failure by the Sublessee or a Sublessee Partner to comply with this Deed;

- (F) any act or omission on the part of the Sublessee, a Sublessee Partner or the Sublessee's Representatives that causes a breach of the Distribution Network Lease by the Sublessor;
 - (G) any failure by the Sublessee, a Sublessee Partner or the Sublessee's Representatives to comply with any applicable Law or Authorisation relating to the Leased Assets, the Leased Land or the Network Land or the possession, condition, management, operation, use, repair, maintenance, alteration, modification or replacement of them; and
 - (H) any death, personal injury, loss or damage suffered or sustained by any person in connection with the Leased Assets, the Leased Land or the Network Land or the condition, management, operation, use, repair, maintenance, alteration, modification or replacement of them.
- (c) If the Lessor or the State is made a party to any Claim to which the Sublessee's indemnity under this clause 9 extends, the Sublessee must, if so requested by the Lessor:
- (i) defend such Claim in the name of the Lessor or the State (as the case may be); and
 - (ii) pay all reasonable costs of the Lessor or the State (as the case may be) in connection with the Claim (including reasonable internal costs such as of time spent) provided that the Sublessee may only compromise, pay or satisfy such Claim with the consent of the Lessor or the State, such consent not to be unreasonably withheld or delayed.
- (d) The indemnity and release contained in this clause 9 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 this Deed;
 - (ii) the negligent acts or omissions or wilful default of the Lessor acting in its capacity as the Lessor under the Distribution Network Lease; or
 - (iii) 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.
- (e) The Lessor and the State must use all reasonable endeavours to mitigate the Losses that may be incurred or sustained by them and for which they are indemnified under this clause 9.
- (f) Neither the Lessor nor the State may recover from the Sublessee, under an indemnity provided for in this Deed, an amount that exceeds the amount of all Losses that they have incurred or sustained and for which they are entitled to be indemnified under this Deed.
- (g) Subject to clause 9.2(f), this indemnity does not exclude any other right of the Lessor or the State to be indemnified by the Sublessee.

9.3 Indemnity continuing

The indemnity contained in this clause 9 is a continuing obligation separate and independent of the Sublessee's other obligations.

9.4 Insurance not to limit indemnity

No holding of any insurance policy limits the Sublessee's liability in relation to the indemnity contained in this clause 9.

9.5 No requirement for expense before enforcement of indemnity

It is not necessary for the Lessor or the State to incur any expense or make any payment before enforcing a right of indemnity conferred by this clause 9.

10 Security Interests, Assignments, Subletting and Change of Control

10.1 Security Interests

- (a) Subject to clause 10.1(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 or other Permitted Security Interest) over any of its rights under the Sublease and Access Agreement 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 10.1(a) the Sublessee will not be in breach of this clause 10.1 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 Sublessee acknowledges that the Sublessor must not give its consent under clause 10.1(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.

10.2 Permitted assignments

- (a) 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
 - (iii) the Sublease and Access Agreement,

without the prior consent of the Sublessor, which the Sublessee acknowledges may only be given if the Lessor consents to such assignment or transfer under clause 23.3(a)(vii) of the Distribution Network Lease.
- (b) Without limiting the conditions to which the Lessor's consent, as referred to in clause 10.2(a), may be subject, the Lessor, the Sublessor and the Sublessee acknowledge and agree that one of those conditions may be that the assignee or transferee enters into a deed in the form of this Deed.

Sublease Deed

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10.3 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 Sublessee acknowledges 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.

10.4 Sublease Deed

- (a) Except with the prior consent of the Lessor or as otherwise provided in this clause 10.4, neither the Sublessor nor the Sublessee may:
 - (i) create or allow to subsist a Security Interest (other than a Permitted Lien or other Permitted Security Interest) over any of its rights under this Deed; or
 - (ii) assign or transfer to any person any of its rights, interests or obligations in or under this Deed.
- (b) The Lessor must not unreasonably withhold its consent under clause 10.4(a)(i) to the extent that:
 - (i) in the case of the Sublessor, the Security Interest is over all (but not part only) of the Sublessor's rights under this Deed, the Distribution Network Lease and the Sublease and Access Agreement, and the Sublessor and the third party beneficiary of the Security Interest execute a Tripartite Deed in a form that is satisfactory to the Lessor, acting reasonably; and
 - (ii) in the case of the Sublessee, the Security Interest is over all (but not part only) of the Sublessee's rights under this Deed and the Sublease and Access Agreement, and the Sublessee and the third party beneficiary of the Security Interest execute a Tripartite Deed in a form that is satisfactory to the Lessor, acting reasonably.
- (c) The Sublessor must, and must only, assign and transfer all (but not part only) of its rights, interests and obligations in or under this Deed to a person to whom it assigns or transfers at the same time all of its rights and obligations under the Distribution Network Lease and the Sublease and Access Agreement.
- (d) The Sublessee must, and must only, assign and transfer all (but not part only) of its rights, interests and obligations in or under this Deed to a person to whom it assigns or transfers at the same time all of its rights and obligations under the Sublease and Access Agreement.
- (e) The Lessor must, and must only, assign and transfer all (but not part only) of its rights, interests and obligations in or under this Deed to a person to whom it assigns or transfers at the same time all of its rights and obligations under the Distribution Network Lease.

10.5 Change of Control of Sublessee

- (a) A Change of Control with respect to the Sublessee must not occur other than:
 - (i) where such Change of Control is a Permitted Change of Control; or
 - (ii) with the prior consent of the Lessor.

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- (b) The Lessor must consent to a Change of Control under clause 10.5(a)(ii) where it is reasonably satisfied that, at the time of the Change of Control, the Change of Control complies with all applicable Laws and, immediately following the Change of Control:
 - (i) the persons who will Control the Sublessee, but excluding such of those persons as Controlled that entity immediately prior to the Change of Control, are of good repute and sound financial standing;
 - (ii) when all Sublessee Partners (and not just the Sublessee Partner(s) who experienced the Change in Control) are considered, the Sublessee will be financially capable of performing its obligations under this Deed and for this purpose it will be assumed that any Sublessee ERIC Partners are only required to collectively contribute such proportion of such financial resources as equates to the aggregate Operator Partnership Interest of all Sublessee ERIC Partners; and
 - (iii) the Sublessee will be technically capable of performing its obligations under this Deed.

11 Liability for termination of Distribution Network Lease or other leases

- (a) The Sublessee acknowledges and agrees that the Sublease and Access Agreement will automatically terminate when the lease of the Leased Assets and the Leased Land under the Distribution Network Lease comes to an end for any reason.
- (b) The Sublessee acknowledges and agrees that neither the Lessor nor the State has any liability whatsoever to the Sublessee, including for any Loss, in respect of the termination of the Distribution Network Lease in accordance with its terms.
- (c) The Sublessee agrees that it will not make any application to a court for relief from forfeiture upon the termination of the Distribution Network Lease and agrees that this clause 11(c) may be pleaded as a bar to any court proceedings instituted by the Sublessee.

12 Assistance by Lessor

12.1 General

The Lessor must, if requested by the Sublessee and at the expense and risk of the Sublessee (such expense to include the reasonable internal costs of the Lessor, such as of time spent), exercise its rights and entitlements in or in relation to the Leased Assets, the Leased Land and the Network Land during the Sublease Term, and do all things which the Sublessee reasonably requires of it, to assist the Sublessee in respect of any matter relating to the Leased Assets, the Leased Land or the Network Land where all of the following apply:

- (a) the Sublessee is unable to act itself by reason of the Lessor's interest in or in relation to the Leased Assets, the Leased Land or the Network Land;
- (b) the matter to be undertaken by the Sublessee is one not forbidden by or otherwise inconsistent with the terms of the Distribution Network Lease or this Deed; and
- (c) either:
 - (i) in exercising such rights or entitlements the Lessor assumes or incurs no obligations or present or contingent liabilities to any other person (including the Sublessor or the Sublessee) for which the Lessor is not fully insured under an insurance policy taken out by the Sublessor or the Sublessee and of which the Lessor has the benefit; or

- (ii) the Lessor is, to the reasonable satisfaction of the Lessor, fully indemnified by the Sublessee in respect of the obligations and liabilities referred to in clause 12(c)(i) and the liability of the Sublessee under such indemnity is the subject of such security in favour of the Lessor as the Lessor may reasonably require.

The Lessor must not unreasonably withhold (and must not impose unreasonable conditions upon) any consent necessary for the Sublessee to apply for, retain or keep current any Authorisation referred to in clause 4.2(b) or to comply with any Law referred in clause 4.2(b).

12.2 Put and Call Option Agreements

The Lessor must, if requested by the Sublessee and at the expense of the Sublessee (such expense to include the reasonable internal costs of the Lessor, such as of time spent, in connection with signing and reviewing documents):

- (a) promptly sign all documentation provided to the Lessor by the Sublessee, which may include documents necessary to effect any subdivision and transfer of that part of the Leased Land the subject of the Put and Call Option Agreement to the counterparty under the Put and Call Option Agreement and any associated registration of any variation or surrender of the Distribution Network Lease; and

- (b) provide all other reasonable assistance required by the Sublessee, 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, provided that the Sublessee has certified in writing to the Lessor that the signing of any documentation is necessary for the Sublessee to exercise its rights or perform its obligations under the Put and Call Option Agreement and any contract contemplated by that Put and Call Option Agreement.

13 Payments

13.1 Obligation

The Sublessee must duly and punctually pay all money payable by it to the Lessor or the State under this Deed.

13.2 Payment of payments

All payments by the Sublessee to the Lessor or the State under this Deed must be made:

- (a) in immediately available and irrevocable funds to such bank account as the Lessor 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.

13.3 Default Interest

- (a) The Sublessee must pay to the Lessor or the State interest on any amount payable to the Lessor or the State which remains unpaid at the end of the date on which that amount is due for payment under this Deed (including interest payable under this clause 13.3).
- (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 13.3 is without prejudice to any other rights and remedies of the Lessor or the State in respect of any failure to make any payment due and payable under this Deed.

13.4 No Abatement

Despite any Law to the contrary, the obligation of the Sublessee to pay all moneys under this Deed will not abate for any reason.

14 Confidentiality

14.1 General Obligations

The Lessor, the Sublessor and the Sublessee (a **Recipient**) must keep confidential and not allow, make or cause any disclosure of or in relation to this Deed without the prior consent of the other two (each of the other being a **Disclosing Party**), which consent may be given or withheld, or given with conditions, in the Disclosing Parties' absolute discretion.

14.2 Exceptions

The obligations of the Lessor, the Sublessor and the Sublessee in clause 14.1 do not apply to disclosures to the extent that the disclosure is:

- (a) by a Sublessor Partner to another Sublessor Partner or by a Sublessee Partner to another Sublessee Partner;
- (b) by the Lessor, Sublessor or Sublessee to:
 - (i) Related Bodies Corporate or Associates of the Lessor, 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 Deed, the Distribution Network Lease, the Sublease and Access Agreement (or any transactions contemplated by them);
 - (iv) in the case of Related Bodies Corporate or Associates of the Lessor, Sublessor or Sublessee:
 - (A) the Lessor's, Sublessor's or Sublessee's rights and obligations under this Deed (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 Lessor, the Sublessor or the 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;

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- (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 Lessor, 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 Deed, the Distribution Network Lease or the Sublease and Access Agreement 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 Lessor, 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; or
- (k) by the Lessor to the State or any Minister of the Crown in right of the State or any of its agencies or instrumentalities and their respective officers, employees and advisers.

14.3 Notice

- (a) Prior to a Recipient making a disclosure under clause 14.2(i) or (j), it must notify the Disclosing Parties of the proposed disclosure so that the Disclosing Parties can determine whether to require the proposed recipient of the information to execute a confidentiality deed as referred to in that clause.
- (b) A Recipient must ensure that any persons receiving information from it under clause 14.2(b), (d), (f), (i) or (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 Deed.
- (c) A Recipient will be liable to the Disclosing Parties for the failure of any persons receiving information from it under clause 14.2(b), (d), (f), (i) or (j) to keep such information confidential in accordance with the terms of this Deed.

15 GST**15.1 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 Deed, the party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration. This clause 15.1 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated to be GST inclusive.

15.2 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.

15.3 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 in relation to the Taxable Supply.

The GST Amount is not payable until a Tax Invoice is issued to the recipient of the Taxable Supply.

15.4 Revenue exclusive of GST

Unless otherwise stated, any reference in this Deed to proceeds, price, value, sales, revenue, consideration or a similar amount (**Revenue**) is a reference to that Revenue exclusive of GST.

15.5 Cost exclusive of GST

Unless otherwise stated, any reference in this Deed to cost, expense, liability or other similar amount (**Cost**) is a reference to that Cost exclusive of GST.

15.6 Adjustment Event

If an Adjustment Event occurs in respect of a Taxable Supply described in this clause 15, the GST Amount payable under clause 15.1 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.

15.7 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.

15.8 Non-monetary Consideration

If a supply made under this Deed is a Taxable Supply made for non-monetary consideration and:

- (a) the provision of the non-monetary consideration is also a Taxable Supply; and
- (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 15.8.

15.9 Sublessee makes acquisitions on behalf of Lessor

Where the Sublessee makes an acquisition from any person on behalf of the Lessor, subject to the Lessor receiving a Tax Invoice for that acquisition, the Lessor must pay to that other person or reimburse the Sublessee for the GST Amount payable on that acquisition. For the avoidance of doubt, where the Sublessee is comprised of the Sublessee Partnership, this clause applies where acquisition is made by the Sublessee Partnership on behalf of the Lessor.

15.10 Recipient created tax invoices

For any Taxable Supply made by the Lessor under, by reference to or in connection with this Deed, the parties agree as follows:

- (a) the recipient can and will issue Tax Invoices in respect of the Taxable Supplies;
- (b) the supplier will not issue Tax Invoices in respect of the Taxable Supplies;
- (c) the supplier acknowledges that it is registered for GST when it enters into this Deed;
- (d) the supplier must notify the recipient if it ceases to be registered; and
- (e) the recipient acknowledges that it is registered for GST when it enters into this Deed and that it will notify the supplier if it ceases to be registered or ceases to satisfy any of the requirements of *A New Tax System (Goods and Services Tax) Act 1999 Classes of Recipient Created Tax Invoice Determination (No.1) 2000*.

15.11 Definitions

- (a) Words or expressions used in this clause 15 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act)* and related imposition Acts have the same meaning in this clause 15 unless expressly provided otherwise by virtue of the application of 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.

15.12 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.

16 Inconsistency

If there is any inconsistency between the Sublease and Access Agreement and this Deed, this Deed prevails to the extent of the inconsistency.

17 Taxes and Costs

- (a) The Sublessee must pay and indemnify the Lessor and 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 the result of the action or inaction of the Sublessee) which may be payable in relation to this Deed or the performance or enforcement of this Deed or any payment or receipt or other transaction contemplated by this Deed, including in relation to the transfer to the Lessor (or its nominee) of any Additional Network Assets or Additional Network Land as contemplated by clause 4.5(b). This clause 17(a) does not apply to the extent of any inconsistency with the Sale and Purchase Agreement.
- (b) The Sublessee must on demand reimburse the Lessor's costs and expenses (including reasonable internal costs such as of time spent) of or associated with:
 - (i) considering, granting or refusing to grant any consent or approval under this Deed;
 - (ii) considering, doing or refusing to do anything at the request or direction 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 Deed including, in each case, 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 Lessor in relation to this Deed;
 - (v) doing anything that ought to have been done by the Sublessee under this Deed; and
 - (vi) complying with any Law or Authorisation that imposes an obligation on the Lessor as the owner of the Leased Assets or the Leased Land.

18 Representations and warranties

18.1 Lessor, Sublessor Partners and Sublessee Partners

The Lessor, each of the Sublessor Partners in their personal capacity and each of Sublessee Partners in their personal each represent and warrant that, as at the date of this Deed:

- (a) the execution and delivery by that entity of this Deed 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 Deed and to consummate and perform or cause to be performed its obligations under this Deed; and
- (c) this Deed constitutes a legal, valid and binding obligation of that entity enforceable in accordance with its terms by appropriate legal remedy.

This clause 18.1 applies to each Sublessor Partner and each Sublessee Partner severally and the representations, warranties and liabilities under this 18.1 are several and not joint nor joint and several.

18.2 Sublessor and Sublessee

The Sublessor and the Sublessee each represent and warrant that:

- (a) as at the date of this Deed:
 - (i) the execution and delivery by the Sublessor and the Sublessee, respectively, of this Deed has been properly authorised by all necessary corporate actions of the Sublessor and the Sublessee;
 - (ii) the Sublessor and the Sublessee, respectively, have full corporate power and lawful authority to execute and deliver this Deed and to consummate and perform or cause to be performed their obligations under this Deed; and
 - (iii) this Deed 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 Deed 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 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.

18.3 Trustee Party Authority

Each Trustee Party represents and warrants that:

- (a) as at the date of this Deed:
 - (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 Deed; 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 Deed;
- (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 Deed no one has alleged that it has not complied.

This clause 18.3 applies to each Trustee Party severally and the representations, warranties and liabilities under this 18.3 are several and not joint nor joint and several.

19 Moratorium Legislation

To the full extent permitted by Law all legislation which at any time directly or indirectly:

- (a) lessens, varies or affects in favour of the Sublessor or the Sublessee any obligation under this Deed; or
- (b) delays, prevents, limits or prejudicially affects the exercise by the Lessor or the State of any power, right or authority, discretion or remedy which is given to the Lessor or the State by this Deed or by Law in relation to this Deed,

is excluded from this Deed.

20 Notices

20.1 Provision of Notices

Any notice, demand, consent, approval or other communication (a **Notice**) given or made under this Deed:

- (a) except as otherwise specified in this Deed 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), 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 Lessor: | Contact: Deputy Secretary – Commercial
NSW Treasury
Address: Level 27, 52 Martin Place Sydney
NSW 2000

GPO Box 5469 Sydney NSW 2001

Email: AusGridNotices@treasury.nsw.gov.au |
| (ii) to the Sublessor – in respect of notices given in relation to default or termination of this Deed | To each Sublessor Partner:
Blue Asset Partner Pty Ltd
Address: Level 33, 50 Lonsdale Street, |

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(and all other notices if
there is no Sublessor
Partnership
Representative):

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

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

(iii) to the Sublessor – (where
there is a Sublessor
Partnership

To Blue Asset Partner Pty Ltd as
representative of the Sublessor
Contact: IFM Investors

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Representative) in
respect of all other
notices

Address: Level 29, Casselden 2 Lonsdale
Street, Melbourne VIC 3000
Email: company.secretary@ifminvestors.com

(iv) to the Sublessee – in
respect of notices given in
relation to default or
termination of this Deed
(and all other notices if
there is no Sublessee
Partnership
Representative):

To each Sublessee Partner:
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)

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

- (v) to the Sublessee –
(where there is a
Sublessee Partnership
Representative) in
respect of all other
notices
 - To Blue Op Partner Pty Ltd as representative
of the Sublessee
Contact: IFM Investors
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 Lessor, the Sublessor and the Sublessee may, at any time, each provide the other parties with a Notice:
 - (i) appointing one or more persons as persons authorised by the relevant party to provide any Notice under this Deed on behalf of the relevant party (including, in the case of the Sublessor and the Sublessee, 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 Lessor, 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 each of the others.

21 Entire agreement

This Deed and the Distribution Network Lease:

- (a) contain the entire agreement between the Lessor, the Sublessor and the Sublessee with respect to their subject matter;
- (b) set out the only conduct, representations, warranties, covenants, conditions, agreements or understandings (collectively **Conduct**) relied on by the Lessor, the Sublessor and the Sublessee; and
- (c) supersede all earlier Conduct by or between the Lessor, the Sublessor and the Sublessee in connection with their subject matter.

None of the Lessor, the Sublessor or the Sublessee has relied on or is relying on any other Conduct in entering into this Deed 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 Deed by a the Lessor, the 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 Lessor, the Sublessor or the Sublessee granting the waiver unless made in writing.

23 Rights cumulative

Subject to any express provision in this Deed to the contrary, the rights, powers and remedies of the Lessor, the Sublessor and the Sublessee under this Deed 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

Except as otherwise expressly provided in this Deed, no amendment or variation of this Deed is valid or binding on the Lessor, the Sublessor or the Sublessee unless made in writing and executed by all of them.

25 Further Assurances

The Lessor, the Sublessor and the Sublessee must do everything (including executing agreements and documents) necessary or reasonably required by any other to give full effect to this Deed and the transactions contemplated by it.

26 No merger

The rights and obligations of the Lessor, the Sublessor and the Sublessee will not merge on the completion of any transaction contemplated by this Deed. 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 Deed 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 Deed nor affect the validity or enforceability of that provision in any other jurisdiction.

28 Exclusion of statutory provisions

To the extent permitted by Law, the Proportionate Liability Regimes do not apply to any claims by the Lessor or the State against the Sublessor or the Sublessee.

29 Set-off

- (a) The Lessor may set-off any amount that it owes the Sublessor or the Sublessee against any obligation of the Sublessor or the Sublessee to pay any amount to the Lessor under this Deed.
- (b) The Sublessor and the Sublessee may each set-off any amount that they owe the Lessor against any obligation of the Lessor to pay any amount to the Sublessor or the Sublessee under this Deed.

30 Governing law and jurisdiction

This Deed and, to the extent permitted by Law, all related matters including non-contractual matters is governed by the laws of New South Wales. In relation to such matters each of the Lessor, 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.

31 Counterparts

This Deed may be executed in any number of counterparts. All counterparts will be taken to constitute one instrument.

Sublease Deed

Allens & Linklaters

Execution


Executed and delivered as a deed in Sydney.

Each attorney executing this Deed states that he has no notice of revocation or suspension of his power of attorney.


Signing Page

EXECUTED and delivered as a deed in Sydney.

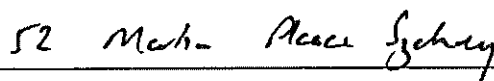
Signed sealed and delivered by The Hon
Gladys Berejiklian, Treasurer of the State of
New South Wales, for and on behalf of
Ausgrid, in the presence of:



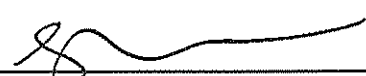
Witness Signature



Print Name of Witness



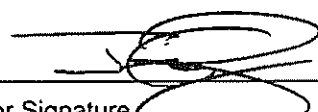
Address of Witness



The Hon Gladys Berejiklian, Treasurer of the
State of New South Wales, for and on behalf of
Ausgrid

Print Name

Executed in accordance with section 127 of the
Corporations Act 2001 by **Blue Asset Partner
Pty Ltd** as trustee for **Blue Asset Partner
Trust** in its personal capacity and as a partner
of **Ausgrid Asset Partnership**:



Director Signature
Jason Robert Pessley

Print Name



Director/Secretary Signature
ASHLEY BARKER

Print Name

Lease Annexure A Distribution Network Lease

Allens < Linklaters

Executed in accordance with section 127 of the *Corporations Act 2001* by **ERIC Alpha Asset Corporation 1 Pty Ltd** as trustee of **ERIC Alpha Asset Trust 1** in its personal capacity and as a partner of **Ausgrid Asset Partnership**:

✓ 

Director Signature

✓ **Belinda Gai Gibson**

Print Name

✓ 

Director/Secretary Signature

✓ **Laura Ann Reed**

Print Name

Executed in accordance with section 127 of the *Corporations Act 2001* by **ERIC Alpha Asset Corporation 2 Pty Ltd** as trustee of **ERIC Alpha Asset Trust 2** in its personal capacity and as a partner of **Ausgrid Asset Partnership**:

✓ 

Director Signature

✓ **Belinda Gai Gibson**

Print Name

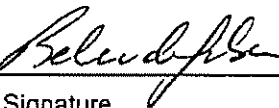
✓ 

Director/Secretary Signature

✓ **Laura Ann Reed**

Print Name

Executed in accordance with section 127 of the *Corporations Act 2001* by **ERIC Alpha Asset Corporation 3 Pty Ltd** as trustee of **ERIC Alpha Asset Trust 3** in its personal capacity and as a partner of **Ausgrid Asset Partnership**:

✓ 

Director Signature

✓ **Belinda Gai Gibson**

Print Name

✓ 

Director/Secretary Signature

✓ **Laura Ann Reed**

Print Name

Lease Annexure A Distribution Network Lease

Allens & Linklaters

Executed in accordance with section 127 of the
Corporations Act 2001 by **ERIC Alpha Asset
Corporation 4 Pty Ltd** as trustee of **ERIC
Alpha Asset Trust 4** in its personal capacity
and as a partner of **Ausgrid Asset
Partnership**:



Director Signature



Print Name **Belinda Gai Gibson**



Director/Secretary Signature



Print Name **Laura Ann Reed**

Registrar General
Land and Property Information NSW
1 Prince Albert Road
Sydney NSW 2000

FILM WITH

AK971351

Dear Sir / Madam

Request for caveator consent

Caveator: Council of the City of Lake Macquarie

Caveat No: AH620122

Dealing: Lease

Registered Proprietor: Ausgrid (ABN 67 505 337 385)

Certificate of Title: 11/855023

Property: 340 Pacific Highway, Swansea

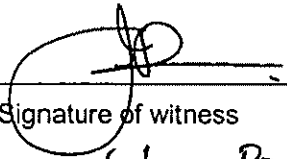
By this letter, Lake Macquarie City Council (formerly known as Council of the City of Lake Macquarie) as the Caveator under Caveat dealing No. AH620122 of folio identifiers 11/855023 and 41/1042026 consents to the registration of a lease between Ausgrid (as landlord) and the lessee of Ausgrid's electricity transmission and distribution network system in New South Wales (as tenant) in respect of the whole of the land comprised in the above Certificates of Title, known as 340 Pacific Highway, Swansea.

Dated:

6 JUNE

2016

Executed by an Authorised Officer of Lake Macquarie City Council in the presence of:




Signature of witness
JULIE PEARCE

Name of witness (block letters)

C/- 126-138 Main Rd, Speers Point NSW

Address of witness 2284.



Signature of Authorised Officer
SEAN LUBY

Name of authorised person (block letters)
CORPORATE LAWYER

Position held

Registrar General
Land and Property Information NSW
1 Prince Albert Road
Sydney NSW 2000

FILM WITH

AK971351

Dear Sir / Madam

Request for caveator consent

Caveator: Peter Bruce Thorburn

Caveat No: AJ139892

Dealing: Lease

Registered Proprietor: Ausgrid (ABN 67 505 337 385)

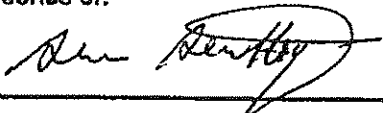
Certificate of Title: 11/1/3308; 19/3547; 1/D/4628; 2/D/4628

Property: 494 - 500 Military Road, Mosman

By this letter, Peter Bruce Thorburn as the Caveator under Caveat dealing No. AJ139892 of folio identifiers 11/1/3308, 19/3547, 1/D/4628 and 2/D/4628 consents to the registration of a lease between Ausgrid (as landlord) and the lessee of Ausgrid's electricity transmission and distribution network system in New South Wales (as tenant) in respect of the whole of the land comprised in the above Certificates of Title, known as 494 - 500 Military Road, Mosman.

Dated: 9th June 2016

Executed by Peter Bruce Thorburn in the presence of:




Signature of witness

Stuart Sew Hoy


Name of witness (block letters)

84 Wallis Street, Woollahra.

Address of witness



Signature of Peter Bruce Thorburn



Our reference
PCNP/GOOD16998-9104898

8 Chifley
8-12 Chifley Square Sydney NSW 2000
GPO Box 9925 Sydney NSW 2001
Tel +61 2 9210 6500
Fax +61 2 9210 6611
www.corrs.com.au

**CORRS
CHAMBERS
WESTGARTH**
lawyers

Sydney
Melbourne
Brisbane
Perth

FILM WITH

AK971351

29 November 2016

Registrar General
Land and Property Information NSW
1 Prince Albert Road
Sydney NSW 2000

Contact
Vikki Pont (02) 9210 6394
Email: vikki.pont@corrs.com.au

Partner
Peter Calov

Dear Sir

Caveator: Tallina Pty Limited
Caveat: AE930142
Dealing: Lease
Registered Proprietor: Ausgrid (ABN 67 505 337 385)
Certificate of Title: 200/1160458
Property: 9-13 Carter Street, Lidcombe

We act for Tallina Pty Limited.

By this letter, Tallina Pty Limited as the Caveator under Caveat dealing No. AE930142 of folio identifier 200/1160458 consents to the registration of a lease between Ausgrid (as landlord) and the lessee of Ausgrid's electricity transmission and distribution network system in New South Wales (as tenant) in respect of the whole of the land comprised in the above Certificate of Title, known as 9 - 13 Carter Street, Lidcombe.

Yours faithfully
Corrs Chambers Westgarth



Peter Calov
Partner



(December, 2016

The Registrar-General
Land and Property Information NSW
1 Prince Albert Road
Sydney NSW 2000

570 George Street
Sydney NSW 2000
All mail to GPO Box 4009
Sydney NSW 2001
T +61 2 131 525
F +61 2 9269 2830
www.ausgrid.com.au

Dear Registrar-General

Ausgrid Distribution Network Transaction – Certificates of Title

We refer to correspondence between Allens, acting for NSW Treasury, and Eamon Mooney of LPI regarding the transfer and lease of Ausgrid's freehold and leasehold interests in all NSW land pursuant to the *Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)* and, in particular, the requirements of LPI regarding certificates of title.

To the extent that any certificate of title is held by Ausgrid (to the best of its knowledge) or is discovered by Ausgrid in the future and that certificate of title has been superseded by a certificate of title, which is:

1. printed upon registration of the Ausgrid distribution network transaction;
and
2. relates to the folio identifiers listed in the Application to record New Registered Proprietor or in Part 1 or Part 3 of Schedule 2 of the Lease,

then that certificate of title will be destroyed within a reasonable time of Ausgrid becoming aware of it.

Yours sincerely

LISA MAFFINA
Company Secretary

Attorney for Ausgrid under registered
power of attorney Bk 4710 No 100



/ December, 2016

570 George Street
Sydney NSW 2000
All mail to GPO Box 4009
Sydney NSW 2001
T +61 2 131 525
F +61 2 9269 2830
www.ausgrid.com.au

The Registrar-General
Land and Property Information NSW
1 Prince Albert Road
Sydney NSW 2000

Dear Registrar-General

Ausgrid Distribution Network Transaction – Certificates of Title – Special Request

We refer to correspondence between Allens, acting for NSW Treasury, and Eamon Mooney of LPI regarding the transfer and lease of Ausgrid's freehold and leasehold interests in all NSW land pursuant to the *Electricity Network Assets (Authorised Transactions) Act 2015 (NSW)* and, in particular, the requirements of LPI regarding certificates of title.

Pursuant to that correspondence, Ausgrid formally requests that:

1. the requirement for lodging physical certificates of titles is waived in relation to the transaction; and
2. new certificates of title are issued for all titles listed in the Application to record New Registered Proprietor and in Parts 1 and 3 of Schedule 2 of the Lease.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Lisa Maffina', is written over the signature line.

LISA MAFFINA
Company Secretary

Attorney for Ausgrid under registered
power of attorney Bk 4710 No 100



STATUTORY DECLARATION

OATHS ACT 1900, NSW, NINTH SCHEDULE

I, Michael James McHugh of 66 Surfview Road Mona Vale, do hereby solemnly declare and affirm that:

- 1 I am the Manager, Property and Fleet employed by Ausgrid Management Pty Limited which is the agent of and carries out the day to day management of the Ausgrid Operator Partnership (ABN 78 508 211 731).
- 2 I have reviewed the records which are now held by the Ausgrid Operator Partnership relating to the land owned by Ausgrid (ABN 67 505 337 385) a NSW Statutory State Owned Corporation (**Ausgrid**) immediately prior to its conversion to the Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385).
- 3 From those records, I have ascertained that the following:
 - 3.1 **Ausgrid** was the registered proprietor of the land comprised in Folio Identifiers listed in the table below (**Titles** immediately prior to 1 December 2016)
 - 3.2 As set out in the table below, **Ausgrid** leased all or part of the **Titles** to the corresponding tenants (**Tenants**) under the corresponding registered leases (**Leases**).
 - 3.3 The term of each Lease terminated, or will terminate, on the respective expiry date listed in the table below.
 - 3.4 The Tenants have not exercised any option under the Leases and the time for exercise of any such option to renew any Lease has ended.

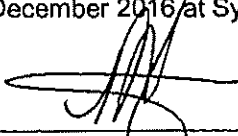
Folio Identifier	Lease No.	Tenant	Expiry Date
1/585334	AC600235	G2 Microsystems Pty Limited	30/11/2011
	AD373706	Commonwealth of Australia	28/2/2012
	AD373707	Corum Group Limited	31/5/2011
	AF666551	Unique World Pty Limited	30/4/2013
	AG408280	Nellie Ai Chea Khor	31/3/2014
	AG832273	Carers NSW Incorporated	28/2/2015
2/658238	AJ792589	Caravan Sales NSW Pty Ltd	31/7/2016
1/1029778			
205/873983	AC251878	PFK Services (NSW) Pty Limited	31/12/2013
	AD278821	Energy Australia	30/9/2012
	AD278822	Energy Australia	30/9/2012
	AD278823	Energy Australia	30/9/2012
	AD495727	Central Coast FC Mariners Pty Limited	30/4/2009
	AD495728	Ultraclean Fuel Pty Limited	31/8/2011
	AF244415	A.W. Workwise Pty Limited	31/8/2012
9/4/2080	AJ792589	Caravan Sales NSW Pty Ltd	31/7/2016
1/17243	AJ792589	Caravan Sales NSW Pty Ltd	31/7/2016

44/834	AH459117	Select Credit Union Limited	30/4/2015
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And I make this solemn declaration, as to the matter (or matters) aforesaid, according to the law in this behalf made—and subject to the punishment by law provided for any wilfully false statement in any such declaration.

Declarant and witness INITIAL HERE:

Declared on 16th of December 2016 at Sydney in the State of New South Wales



Signature of Michael James McLough

Before me




Signature of Trinity Higgs Solicitor

Certificate under section 34(1)(c) of Oaths Act 1900

I, a solicitor of New South Wales, certify the following matters concerning the making of this statutory declaration by the person who made it:

- 1 I saw the face of the person.
- 2 I have known the person for at least 12 months.



Signature of Trinity Higgs Solicitor

16

Date: December 2016.



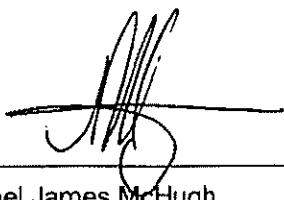
STATUTORY DECLARATION
OATHS ACT 1900, NSW, NINTH SCHEDULE

I, Michael James McHugh, of 66 Surfview Road Mona Vale, do hereby solemnly declare and affirm that:

- 1 I am the Manager, Property and Fleet employed by Ausgrid Management Pty Limited which is the agent of and carries out the day to day management of the Ausgrid Operator Partnership (ABN 78 508 211 731).
- 2 I have reviewed the records which are now held by the Ausgrid Operator Partnership relating to the land leased by Ausgrid (ABN 67 505 337 385) a NSW Statutory State Owned Corporation (Ausgrid) immediately prior to its conversion to the Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385).
- 3 From those records, I have ascertained the following:
 - 3.1 Ausgrid was the registered tenant of the following old system leases (**Leases**) immediately prior to 1 December 2016:
 - (a) BK 2858 NO 391
 - (b) BK 3352 NO 685
 - (c) BK 3244 NO 974
 - (d) BK 3189 NO 690
 - (e) BK 3691 NO 238
 - (f) BK 3690 NO 683
 - (g) BK 3263 NO 711
 - (h) BK 3603 NO 610
 - (i) BK 3340 NO 416
 - (j) BK 3875 NO 34
 - (k) BK 4252 NO 76
 - (l) BK 3378 NO 815
 - (m) BK 3202 NO 882
 - (n) BK 3258 NO 895
 - (o) BK 4411 NO 758
 - (p) BK 3330 NO 866
 - 3.2 The terms of the Leases have not been varied since the Leases were registered.

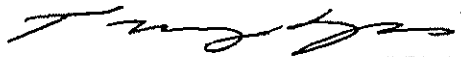
And I make this solemn declaration, as to the matter (or matters) aforesaid, according to the law in this behalf made—and subject to the punishment by law provided for any wilfully false statement in any such declaration.

Declared on 16th of December 2016 at Sydney in the
State of New South Wales



Signature of Michael James McHugh

Before me

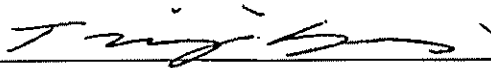


Signature of Trinity Higgs, Solicitor

Certificate under section 34(1)(c) of Oaths Act 1900

I, Trinity Higgs, a solicitor of New South Wales, certify the following matters concerning the making of this statutory declaration by the person who made it:

- 1 I saw the face of the person.
- 2 I have known the person for at least 12 months.



Signature of Trinity Higgs, Solicitor

Date: 16.12.2016

FILM WITH AMENDMENTS TO REFERENCE SCHEDULES

AK 971351

1/1172593	Being part of A/C 8641-47
9/245064	Being part of A/C13259-223
20/1214609	V837397 Lease surrendered by AK499910
100/1212168	N527240 Lease surrendered by AK807471
3/778140	7767906 should read 7767806
1/575638	Being part of A/C 14346-96
D/871927	Z467937 surrendered by AK871927
CP/SP31726	M705097 Lease expired 30/9/2016
CP/SP4680	Z863995 should read Z836995
1/1073376	6239989 Lease expired 7/9/2016
2/1073376	6239989 Lease expired 7/9/2016
21/286406	I900986 Lease expired 30/9/2016
1-3/286406	I900986 Lease expired 30/9/2016
20/286406	I900986 Lease expired 30/9/2016
22/286406	I900986 Lease expired 30/9/2016
200/1065493	I900986 Lease expired 30/9/2016
1/792303	AB856421 Lease expired 30/11/2016
35/842139	Easement only
1/1138683	Easement only
100/611682	AG555022 Lease expired 11/1/2017
1/372294	3161928 Lease expired 31/12/2016
2/785069	3161928 Lease expired 31/12/2016
11/805783	3161928 Lease expired 31/12/2016
201/787471	3161928 Lease expired 31/12/2016
202/787471	3161928 Lease expired 31/12/2016
23/518721	6013336 should read 6013361 duplicate record
50/810615	Z836994 duplicate record
1/128989	Easement only
A/C7877-119	AH137195 should read E876411
CP/SP934	W265721 surrendered by AM52501
11/829777	Easement only
A/387825	Being part of A/C 7032-139
1/1213673	T996103 surrendered by AK963944

AK971351

2084

TITLE REFERENCE UPDATE ANNEXURE

FILM WITH

AK 971351

TITLE REFERENCE	NOW BEING
1/73521	100/1224415
1/773269	2/1223169
A/C14720-8	100/1220146
3/239585	100/1225026
100/700942	101/1213957
2/3150	100/1227298
100/700942	101/1213957
100/700942	102/1213957
41/1111722	100/11224422
A/C15478-151	100/1219280
100/611332	1/1220196
1/1073036	10/1219570
4/1188778	101/122111
12/270778	24/270778
100/1191017	10/1219678
2/1144655	50/1216168
2/858653	100/1223025
2/861523	1/1216241
2/1160869	CP/SP93158
CP/SP49583	20/807178
101/1027247	200/1224567

TITLE REFERENCE UPDATE ANNEXURE

FILM WITH

AKA71351

TITLE REFERENCE	NOW BEING
1/805156	3/1221649
20/1214609	CP/SP93491
100/1207275	200/1222487
A/C8629-108	10/1220479
1/79752	CP/SP94123
3/789878	21/1225160
4/1129793	2/1227209
1/88999	10/1220479
101/1025298	CP/SP69298
1/305550	100/1114788
1/1092645	22/1201808
102/543686	19/1215985
1/209119	10/1221675