

3789559 IM



Form: 97-11R  
Licence: 026CN/0536/96

## REQUEST

New South Wales  
Real Property Act 1900

Instructions for filling out this form are  
available from the Land Titles Office

(A) **STAMP DUTY**  
If applicable.

Office of State Revenue use only

(B) **TITLE**  
Show no more  
than 20 titles.

DP 270113

1/270113

(C) **REGISTERED DEALING**  
If applicable.

COMMUNITY MANAGEMENT STATEMENT DP 270113

(D) **LODGED BY**

LTO Box

422S  
4Q

Name, Address or DX and Telephone

Morgan Lewis Alter Lawyers  
DX 223 SYDNEY

Dealing Code

REFERENCE (15 character maximum): PAYCE 010 960565

(E) **APPLICANT**

COMMUNITY ASSOCIATION DP 270113

(F) **REQUEST**

That the community management statement be amended as per the attached schedule

223065 B

## SCHEDULE

### (F) REQUEST AMENDMENT OF MANAGEMENT STATEMENT Section 39 Community Land Development Act 1989

The Applicant certifies that, by a special resolution passed on <sup>9 December 1997</sup> 1 in accordance with section <sup>sub</sup> 14 of the Community Land Management Act 1989, it amended the management statement by substituting enclosed sheets 1A, 6A, 12A - 15A and 17A - 19F in place of existing sheets 1, 6, 12 - 15 and 17 - 19.

The variations effected by this substitution of sheets are as follows:

#### Sheet 1A

The name of the estate is inserted and drafting solicitor details are updated.

#### Sheet 6A

By-laws 10.1 - 10.4 are amended by deleting "Business Park" (wherever occurring).

By-law 12.2 is merged into by-law 12.1.

By-law 13.1 is deleted and a new by-law 13.1 substituted.

#### Sheets 12A - 15A

All amendments relate to definitions in by-law 38.1. as follows:

The term "Business Park" (wherever occurring) is deleted, and definitions are relisted in correct alphabetical order.

Page references are corrected in the definitions of "Access Way Plan", "Concept Plan" and "Service Works Plan".

The "Business Park Infrastructure" definition is deleted.

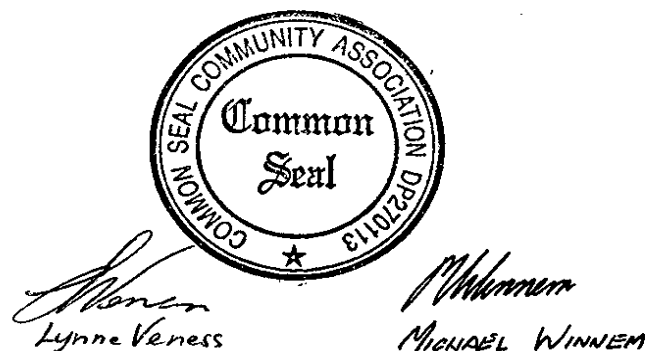
#### Sheets 17A - 19F

Sheets 17A and 18A replace sheets 17 and 18 in order to reflect the subdivision of lot 7 into lots 8 - 16 and the consolidation of lot 13 into lot 1.

Sheets 19A - 19F replace sheet 19 in order to:

- (a) reflect the subdivision of lot 7 into lots 8 - 16 and the consolidation of lot 13 into lot 1; and
- (b) split what was formerly a single services diagram into a separate diagram for each service.

The common seal of the Community Association Deposited Plan No. 270113 was affixed hereto on *10 February* 1997 in the presence of *Lynne Veness & Michael Winnem*, the person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal



1A

**FORM 28**

COMMUNITY LAND DEVELOPMENT ACT 1989  
COMMUNITY LAND MANAGEMENT ACT 1989

**HARBOURSIDE ESTATE**  
**COMMUNITY MANAGEMENT STATEMENT**

---

**WARNING**

The terms of this Management Statement are binding on the Community Association, each Subsidiary Body within the Community Scheme and each person who is a proprietor, lessee, occupier or mortgagee in possession of a Community Development Lot, Neighbourhood Lot or Strata Lot within the Community Scheme.

---

**Morgans Lewis Alter Lawyers**  
**Level 12**  
**15 Castlereagh Street**  
**SYDNEY NSW 2000**

**Tel: (612) 9221 3444**  
**Fax: (612) 9221 6095**  
**DX: 223 SYDNEY**  
**Internet: registry@mla-law.com**



**PART 3**  
**MANDATORY MATTERS**

**BY-LAW 8 OPEN ACCESS WAYS OR PRIVATE ACCESS WAYS**

- 8.1 The area shown as Area A on the Access Way Plan is an open access way available for public use as a road and footpath.
- 8.2 The area shown as Area B on the Access Way Plan is an open access way available for public use as a footpath

**BY-LAW 9 PERMITTED USES OF AND SPECIAL FACILITIES ON THE COMMUNITY PROPERTY**

- 9.1 Permitted uses of Community Property are as set out in this document.

**BY-LAW 10 MANAGING, OPERATING AND MAINTAINING COMMUNITY PROPERTY**

- 10.1 The Manager will perform the Management Program and, at intervals of no more than 6 months, report in reasonable detail to the owners of all lots on management activities and costs.
- 10.2 Each owner will pay its contribution to the Manager within 14 days after receiving an invoice for payment of its contribution showing the items and amounts which make up the total amount of Management Costs and the basis upon which the owner's share of the costs is apportioned.
- 10.3 The Manager may from time to time notify each owner of the Manager's reasonable estimate of each owner's contribution to Management Costs for any period not exceeding one year in advance of the estimate and, if so, each owner will pay to the Manager the estimated contribution during that period by equal monthly instalments in advance on the first day of each month. The estimate shall be accompanied by a detailed budget of income and expenditure in relation to the Management Program for the period.
- 10.4 The Manager will prepare and provide to each owner audited details of actual Management Costs in relation to the relevant period as soon as reasonably practical after the end of that period, and any necessary adjustment between the estimated and actual contributions of each owner will be made and any credit to or further payment by each owner will be allowed or made by or to the Manager within 14 days after that calculation is notified by the Manager to each owner.

**BY-LAW 11 INTERNAL FENCING**

- 11.1 If the Architectural Standards prohibit the construction of fences on any part of the Community Parcel, the Dividing Fences Act 1991 will not apply in respect of those parts.

**BY-LAW 12 GARBAGE**

- 12.1 The Community Association will not provide garbage bins on Community Property for the storage of garbage and proprietors may not deposit any rubbish on the Community Property.

**BY-LAW 13 SERVICES**

- 13.1 The Service Works Plan sets out service lines for the supply of services (other than water, sewerage and drainage) within the Community Parcel. Electricity lines and gas lines are owned by Energy Australia and AGL Gas Company (NSW) Limited and maintained by them in accordance with land titles office memoranda O915806 and Z507490B respectively. The Community Association owns all other service lines in the Service Works Plan and, unless otherwise provided, repair and maintenance of such other service lines is the responsibility of the Community Association.

**BY-LAW 33 COMMUNICATIONS WITH COMMUNITY ASSOCIATION**

- 33.1 Any complaint, notice request or application to the Community Association must be addressed in writing to the Secretary.

**BY-LAW 34 COMMUNICATIONS FROM COMMUNITY ASSOCIATION**

- 34.1 Any approval, notice or authorisation by the Community Association under these By-Laws must be in writing.

**BY-LAW 35 APPROVALS BY COMMUNITY ASSOCIATION**

- 35.1 The Community Association may give conditionally or unconditionally or withhold its approval under these By-Laws in its absolute discretion unless expressly provided otherwise in these By-Laws.

**BY-LAW 36 EXHIBITION OF BY-LAWS**

- 36.1 A copy of these By-Laws must be kept by the Executive Committee and be available for inspection by proprietors.

**PART 5  
BY-LAWS REQUIRED BY PUBLIC AUTHORITY**

By-laws in this part are made at the request of the Council and, in accordance with schedule 3 clause 4 of the Development Act, may not be amended or revoked without the consent of the Council.

- 37.1 Any development application in relation to the Park will include an environmental management strategy (identified by a comprehensive land contamination plan approved by the Council) addressing any reasonable possibility of land and groundwater contamination relevant to the development.

**PART 6  
INTERPRETATION**

**BY-LAW 38 INTERPRETATION**

- 38.1 The following words have these meanings in the By-Laws unless the contrary intention appears:

**"Access Road"** means the area shown as Area A on the Access Way Plan.

**"Access Way Plan"** means replacement sheet 17A of the Management Statement.

**"Applicant"** means a proprietor who makes an application to the Original Proprietor or Executive Committee under By-Law 1.

**"Annual General Meeting"** means an annual general meeting of the Community Association other than the First Annual General Meeting.

**"Application"** means a building application or development application referred to in By-Law 1 and to be submitted to the Council only after approved in accordance with By Law 1.

**"Architectural Standards"** means architectural standards prescribed from time to time by the Community Association in respect of Community Parcel.

**"Area E"** means that part of Lot 7 designated as (E) on the Concept Plan or such other area as may be designated by the Original Proprietor (during the Development Period) or Executive Committee (after

the Development Period).

**"Board"** means the Community Schemes Board constituted under the Management Act.

**"By-Law"** means a By-Law included in this Management Statement.

**"Common Property"** means the common property in a strata scheme created on registration of a strata plan.

**"Community Association"** means the corporation that:

- (a) is constituted by section 25 of the Development Act on registration of the Community Plan; and
- (b) is established as a community association by section 5 of the Management Act.

**"Community Development Lot"** means a lot in the Community Plan which is not Community Property, a public reserve or a drainage reserve and is not land that has become subject to a Subsidiary Scheme or a lot that has been severed from the Community Scheme.

**"Community Parcel"** means the land the subject of the Community Scheme.

**"Community Plan"** means the deposited plan registered with this instrument.

**"Community Property"** means Lot 1 in the Community Plan and all items of Infrastructure, and may come to include the additional areas referred to in By Laws 1.10 and 1.11.

**"Community Scheme"** is as defined in the Management Act.

**"Community Schemes Legislation"** means the Development Act, the Management Act and cognate legislation.

**"Concept Plan"** means replacement sheet 18A of the Management Statement.

**"Council"** means Auburn Municipal Council and, in relation to Part 1, any other authority with building and development consent functions.

**"Development Act"** means the Community Land Development Act 1989 and regulations made under it.

**"Development Activities"** includes:

- (a) installation of utility services in accordance with the Service Works Plan;
- (b) bulk earthworks to, and profile of landscaping within, the Access Road;
- (c) Access Road preparation, sealing, kerbing and guttering to a standard of practical completion;
- (d) street lighting along the Access Road; and
- (e) landscaping and water feature work at the Bennelong Road frontage, and landscaping and footpath along the Access Road.

**"Development Period"** means the period expiring when the Original Proprietor either ceases to be a proprietor or notifies the Community Association that the Development Period has ended (whichever occurs first).

**"Executive Committee"** means the executive committee of the Community Association as constituted from time to time under the Management Act.

**"Road Area F"** means that part of Lot 7 designated as (F) on the Concept Plan.

**"Road Area G"** means that part of Lot 7 designated as (G) on the Concept Plan or such other area as may be designated by the Original Proprietor (during the Development Period) or Executive Committee (after the Development Period).

**"First Annual General Meeting"** means the General Meeting convened and held under section 9 of the Management Act.

**"Function"** includes a power, authority and duty.

**"General Meeting"** means an annual general meeting or a special general meeting of the Community Association.

**"Infrastructure"** means roadways, footways, utility services and landscape features (including without limitation, trees, shrubbery, plants and grass, ponds, water courses, channels and other water features) located as shown in the Service Works Plan and as otherwise determined by the Original Proprietor.

**"Landscaping Plan"** means the Concept Plan and any plan for landscaping approved by the Original Proprietor (during the Development Period) or Executive Committee (after the Development Period).

**"Landscape Standards"** means the landscape standards prescribed from time to time by the Community Association in respect of Community Parcel consistently with the Landscaping Plan.

**"Lot"** means a Community Lot, Community Development Lot or any lot which is a subdivision or resubdivision of a Community Lot or Community Development Lot.

**"Management Act"** means the Community Land Management Act 1989 and regulations made under it.

**"Management Costs"** means all costs incurred by the Manager in performing the Management Plan (including its own reasonable service fee which may not exceed 10% of total Management Costs).

**"Management Program"** means a program of:

- (a) keeping Community Property clean and tidy at all times;
- (b) regularly inspecting all items of Infrastructure to check that each item is in good condition and/or operating satisfactorily;
- (c) ensuring the proper maintenance, repair and (if repair is not practical) replacement of all items of Infrastructure; and
- (d) payment of any rates, taxes or statutory authority charges relating to the Community Association.

**"Manager"** means the Executive Committee or Managing Agent.

**"Managing Agent"** means an agent appointed under section 50 of the Management Act.

**"Managing Statement"** means the statement registered with the Community Plan from time to time added to, modified or amended in accordance with the Community Titles Legislation.

**"Original Proprietor"** means Payce Properties Pty Limited or any assign nominated by Payce Properties Pty Limited by notice to the Community Association.

**"Park"** means any name given to the Community Parcel by the Original Proprietor.

**"Permitted Person"** means a person on the Community Parcel with the consent express or implied of a proprietor or occupier of a Lot, the Community Association or a Subsidiary Body.

**"proprietor"** means a proprietor of a Lot and includes:

- (a) a lessee of a Lot;
- (b) an occupier of a Lot; and
- (c) any officer, agent, employee, contractor or invitee of the proprietor, lessee or occupier.

**"Rules"** means the rules made under By-Law 42.

**"Secretary"** means the secretary of the Community Association.

**"Service Works Plan"** means replacement sheets 19A-19E of the Management Statement.

**"Sinking Fund"** means the sinking fund referred to in section 12 part 4 of schedule 1 of the Management Act.

**"Subsidiary Body"** is as defined in the Management Act.

**"Subsidiary Scheme"** is as defined in the Management Act.

**"Treasurer"** means the treasurer of the Community Association.

**"utility services"** includes stormwater, water, sewerage (including pumping station and rising main), drainage, gas, electricity, telecommunications and data services.

38.2 In the By-Laws unless the contrary intention appears:

- (a) a reference to an instrument includes any variation or replacement of it;
- (b) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (c) the singular includes the plural and vice versa;
- (d) the word "person" includes a firm, a body corporate, an association or an authority;
- (e) a reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including, without limitation persons taking by novation) and assigns;
- (f) a reference to a day is a reference to the period of time commencing at midnight and ending 24 hours later; and
- (g) headings are inserted for convenience and do not affect the interpretation of this Management Statement.

38.3 Unenforceability of a part or provision of these By-Laws does not affect the unenforceability of any other part or provision.

38.4 The Community Association may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy. A single or partial exercise of a right, power or remedy by the Community Association does not prevent a further exercise of that or of any other right, power or remedy. Failure by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

Use this side only for **Second Schedule** directions

## SECOND SCHEDULE AND OTHER DIRECTIONS

[illegible]

Form: 21CSM  
Release: 1  
www.lpi.nsw.gov.au

**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales  
Section 39

Community Land Development Act 1989



**AB445025X**

**PRIVACY NOTE:** this information is legally required and will become part of the public record

(A) <b>TORRENS TITLE</b>	Folio of the Register for the Association Property 1/270113				
(B) <b>LODGED BY</b>	Delivery Box <i>W</i>	Name, Address or DX and Telephone Morgan Lewis Alter Level 12, 15 Castlereagh Street SYDNEY NSW 2000 Reference (optional): MLR 20041410	CODE <b>CS</b>		
(C) <b>APPLICANT</b>	Community Association		Deposited Plan No. 270113		
(D)	The applicant certifies that by a <u>unanimous</u> resolution passed on 15 November 2004 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:				
(E) <b>BY-LAWS</b>	<table border="1"><tr><td>Repealed</td><td>Added  as fully set out below</td></tr></table>			Repealed	Added  as fully set out below
Repealed	Added  as fully set out below				
(F) <b>TEXT OF ADDED BY-LAW</b>	"Replace existing access way plan sheet 17A with replacement access way sheet 17B."				

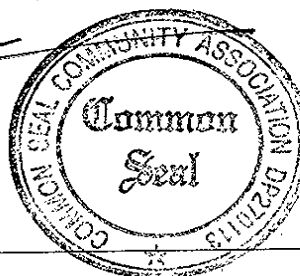
(G) The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

*PHILLIP DUGGAN*  
22/04/05



Use this side only for **Second Schedule** directions

## SECOND SCHEDULE AND OTHER DIRECTIONS

[illegible]



Form: 21CSM  
Release: 2.1  
www.lands.nsw.gov.au

**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales  
Section 39

Community Land Development Act 1989



**AD377782G**

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

(A) **TORRENS TITLE**

Folio identifier 1/270113

(B) **LODGED BY**

Delivery  
Box

**124E**



Name, Address or DX and Telephone

LLPN: 123820V

Legalink Pty Ltd (head Office - Sydne  
LEVEL 8, 170 PHILLIP STREET  
SYDNEY NSW 2000  
Ph: 02 9230 6900

MORL:111703

CODE

**CS**

(C) **APPLICANT**

Community Association

Deposited Plan No. 270113

(D)

The applicant certifies that by a special resolution passed on 10 July 2007 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed

19

Added

19

as fully set out below

(F) **TEXT OF ADDED BY-LAW**

See annexure



(G) The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: \_\_\_\_\_

Name of witness: EDWARD BAKER

Date: 26/07/07

**ANNEXURE TO AMENDMENT OF MANAGEMENT STATEMENT  
COMMUNITY ASSOCIATION DP270113**

**BY-LAW 19 KEEPING OF ANIMALS**

19.1 A Proprietor of the Community Parcel may bring onto the Community Parcel:

- (a) one small cat or one small dog (other than an excluded dog); and/or
- (b) one small caged bird; and/or
- (c) one small tank of fish.

An excluded dog means;

- (a) a pit bull terrier;
- (b) an American pit bull terrier;
- (c) a dogo argentino;
- (d) a Japanese tosa;
- (e) any other outcross;
- (f) any dog prohibited from importation into Australia by the Commonwealth Government;
- (g) an unregistered or dangerous dog under legislation; and
- (h) any dog weighing in excess of 12 kilograms.

19.2 A proprietor that brings an animal onto the Community Parcel must ensure that:

- (a) the animal is at all times kept under control; and
- (b) the animal is accompanied by the Proprietor.

19.3 Where a Proprietor brings an animal onto the Community Parcel, the Proprietor is:

- (a) liable to all Proprietors and other persons lawfully on the Community Parcel for any noise which is disturbing to an extent which is unreasonable and any damage to or loss of property or injury to any person caused by the animal; and
- (b) responsible for cleaning up after the animal has occupied or used any part of the Community Parcel and must ensure that there remains no excretion or any offensive odour on that part of the Community Parcel occupied or used by the animal.

19.4 Nothing in this by-law overrides the operation of the Companion Animals Act.



Sign x 

Attach seal



Form: 21CSM  
Release: 2.0  
www.lands.nsw.gov.au

**AMENDMENT OF  
MANAGEMENT STATEMENT...**

**AD968634D**

New South Wales  
Section 39  
Community Land Development Act 1989

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

(A) **TORRENS TITLE**

Folio identifier: 1/270113

(B) **LODGED BY**

Delivery  
Box

**124E**



Name, Address or DX and Telephone

LLPN: 123820V

Legalink Pty Ltd Sydney Office  
L8, 170 Phillip St., Sydney NSW 2000  
PO Box A250 Sydney South NSW 123  
Ph: 02 9230 6900

MORL:133355

CODE

C M  
U O

**CS**

(C) **APPLICANT**

Community Association

Deposited Plan No. 270113

(D) The applicant certifies that by a unanimous resolution passed on 12 May 2008 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed

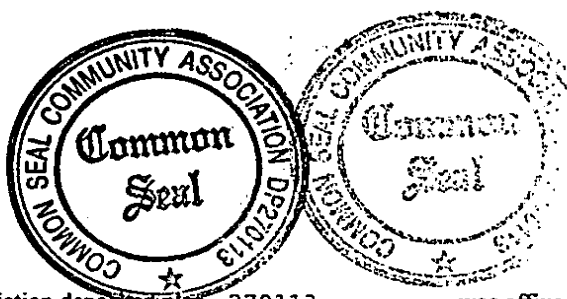
Added

36A and 36B

as fully set out below

(F) **TEXT OF ADDED BY-LAW**

See annexure



(G) The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

EDWARD BAKER

Date:

13/05/08

**ANNEXURE TO AMENDMENT OF MANAGEMENT STATEMENT  
COMMUNITY ASSOCIATION DP270113**

**BY-LAW 36A COMMUNITY PROPERTY**

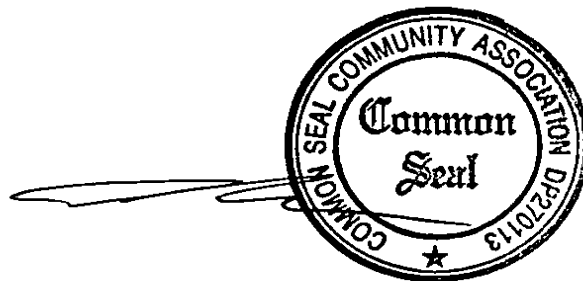
**36A.1** The Community Association hereby permits any person authorised by the Community Association to:

- (a) use and/or occupy any Community Property adjacent to retail areas on terms determined by the Community Association; and
- (b) conduct marketing, promotional, retailing, sporting or entertainment activities on any part of Community Property on terms determined by the Community Association.

**BY-LAW 36B REAL ESTATE SIGNAGE**

**36B.1** A proprietor (other than the Original Proprietor or a nominee of the Original Proprietor or the registered proprietor of lot 18) may not display signage of any type (including, without limit, real estate sale or leasing signs):

- (a) on or near the Community Parcel; or
- (b) on its Lot in locations visible from outside its Lot.



Form: 21CSM  
Release: 2.1  
www.lands.nsw.gov.au

**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales

Section 39

Community Land Development Act 1989



**AF35031Q**

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

(A) **TORRENS TITLE**

1/270113

(B) **LODGED BY**

Delivery  
Box

**124E**

Name, Address or DX and Telephone

LLPN: 123820V

Legalink Pty Ltd Sydney Office  
18, 170 Phillip St., Sydney NSW 2000  
PO Box A250 Sydney South NSW 121  
Ph: 02 9230 6900

MORL:175691

CODE

**CS**

(C) **APPLICANT**

Community Association

Deposited Plan No. 270113

(D) The applicant certifies that by a special resolution passed on 04 September 2009 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed

Added

By-law 39 as fully set out below

(F) **TEXT OF ADDED BY-LAW**

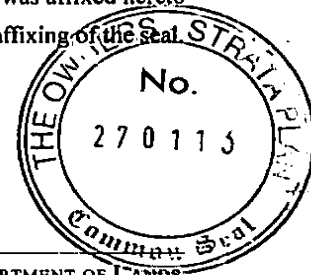
See Annexure

(G) The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: Trevor Bright

Name of witness: Trevor Bright

Date: 29/9/09



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.  
0612

Page 1 of 4

DEPARTMENT OF LANDS  
LAND AND PROPERTY INFORMATION DIVISION

CS AF 21003

DP270113

NC2 6/10

**ANNEXURE TO AMENDMENT OF MANAGEMENT STATEMENT  
COMMUNITY ASSOCIATION DP270113**

**PART 7 - PULSE**

**BY-LAW 39 THE PULSE CLUB AND PULSE COMPLEX**

39.1 For the purposes of this by-law:

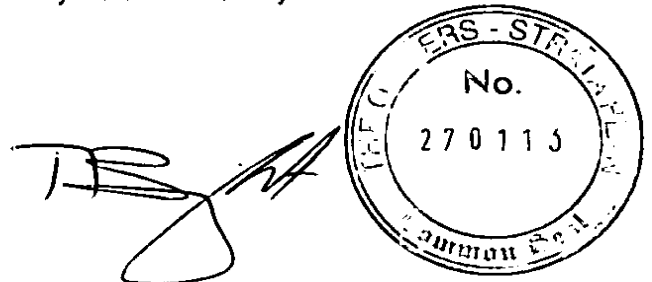
- (a) **"Pulse Club"** means Pulse Club – Combined Waterfront Community Associations Ltd ACN 127 317 622, a not for profit company limited by guarantee, whose members are limited to the community association, Waterfront community association DP 270320, the Original Proprietor and Bay Park community association (which will replace the Original Proprietor as a member on and by virtue of registration of the first strata scheme within the said Bay Park community association);
- (b) **"Pulse complex"** means the gym, tennis courts, swimming pool and art room constructed adjacent to the Piazza retail area on part lot 22 DP270320 and all facilities and equipment contained therein and may come to include such other parts of Waterfront, Harbourside and Bay Park community associations as are used from time to time for community and recreational purposes, including without limitation the library and the function centre;
- (c) **"Pulse lease"** means the lease of the Pulse complex from the original proprietor to the Pulse Club commencing 1 September 2007;
- (d) **"Pulse option"** means the option granted by the original proprietor to Pulse Club that entitles Pulse Club to purchase the Pulse complex for \$1 from 1 September 2017 or such earlier date as the original proprietor agrees;
- (e) **"Bay Park community association"** means the community scheme to be created in respect of lot 3 in DP 776611 by the Original Proprietor.

39.2 The community association notes that the objectives of the Pulse Club are to:

- (a) ensure that the Pulse complex is maintained to the highest reasonable standard;
- (b) operate, manage and improve the Pulse complex and provide associated recreational facilities and services to and for the benefit of all persons owning or occupying built commercial and residential lots within the Waterfront and Harbourside community associations and proposed Bay Park community association; and
- (c) apportion the costs associated with the running of the Pulse complex on a user pays principle.

39.3 The community association:

- (a) notes that, under by-laws 23.1 and 23.2 it may contract with other persons (such as the Pulse Club) to provide services and amenities to proprietors;
- (b) notes that, having regard to the objectives of the Pulse Club, it is in the best interests of its members that the community association be a member of the Pulse Club in order to acquire ownership and management rights in the Pulse Club;
- (c) is and has always been authorised to be a member of the Pulse Club, on behalf of the proprietor of each development lot (or, if that lot is strata subdivided, on behalf of the owners corporation occupying that lot);
- (d) having regard to its authority under paragraph (c), ratifies its membership of the Pulse Club;
- (e) notes that the Pulse Club cannot operate effectively without the security of the Pulse lease and Pulse option;



- (f) for the reasons noted in paragraph (e), and having regard to its authority under paragraph (c), confirms its approval of the Pulse lease and ratifies its execution of the Pulse lease as a member of the Pulse Club and approves its further execution of the Pulse lease to enable it to be registered at LPI; and
- (g) pursuant to paragraph (c), notes that the Pulse Club, pursuant to the Pulse Club constitution, charges membership fees to its members on a user pays principle and confirms on behalf of each development lot (or, if that lot is strata subdivided, on behalf of the owners corporation occupying that lot) that it is fair and reasonable for Pulse Club to apply the user pays principle in apportioning its costs of maintaining and operating the Pulse Complex in the manner described in by laws 39.4, 39.5 and 39.6.

39.4 For abundant clarity, the community association records that the Pulse Club membership fees and apportionment of costs as at the date of this by-law is determined as follows, namely:

**Harbourside community association:**

Bellagio - 141 / 1348

Palermo - 245 / 1348

**Waterfront community association:**

Valencia - 173 / 1348

Torino - 54 / 1348

Sorrento - 120 / 1348

Paros - 131 / 1348

Capri - 87 / 1348

Napoli - 76 / 1348

Mykonos - 79 / 1348

Positano - 72 / 1348

Monaco - 24 / 1348

Corfu - 54 / 1348

Monte Carlo - 5 / 1348

lot 21 DP 270320 - 20 / 1348

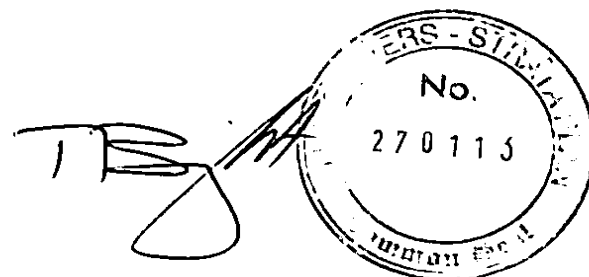
Portofino - 33 / 1348

Santorini - 33 / 1348

**Original Proprietor - 1 / 1348**

and notes that, for administrative convenience, the community association (or, if the community association so requests, Pulse Club) may issue separate invoices to the proprietor of each development lot (or if that lot is strata subdivided, to the owners corporation occupying that lot) to require payment of that lot's contribution to the costs of maintaining and operating the Pulse complex as required to pay the relevant community association's membership fees under the Pulse Club constitution.

39.5 The above apportionment is based on the number of residential and commercial apartments within each of the buildings referred to above ("strata lots" as defined in by-law 39.6 below) (e.g. Capri has 87 strata lots divided by the aggregate of all member strata lots (as at 1 June 2009, 1348 in total)). This reasonably ensures that the costs are fairly distributed amongst lot occupants on a user pays basis.

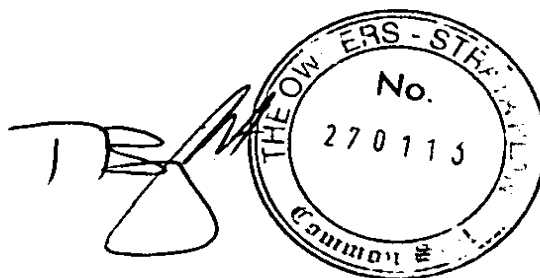


- 39.6 These proportions will change on each occasion that there is a change in numbers of strata lots created (or deemed created) within the Harbourside, Waterfront and (if and when it is created) Bay Park community associations, with allocated proportions determined in accordance with the formula  $E / T$ , where

$E$  = the number of strata lots within a Pulse Club member's community association

$T$  = the total number of strata lots within the Harbourside, Waterfront and Bay Park community associations

(Note that, for the purpose of this calculation, "strata lot" means a lot created by strata subdivision within any member's estate and, if a building is completed and is in the opinion of the responsible person capable of strata subdivision, includes a lot that is in the opinion of the responsible person capable of being created as a lot by strata subdivision and therefore "deemed created", but excludes any car park lot, storage lot or utility lot. To avoid doubt, strata lot also includes each commercial unit in lot 21 DP 270320)





Form: 21CSM  
Release: 2.1  
www.lands.nsw.gov.au

**AMENDMENT OF  
MANAGEMENT STATEMENT**  
New South Wales  
Section 39  
Community Land Development Act 1989



**AF426438D**

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

(A) **TORRENS TITLE**

1/DP270113

(B) **LODGED BY**

Document Collection Box  <b>495R</b>	Name, Address or DX, Telephone, and LLPN if any LLPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107	CODE  <b>CS</b>
	Reference:	

(C) **APPLICANT**

Community Association	Deposited Plan No. 270113
-----------------------	---------------------------

(D)

The applicant certifies that by a unanimous resolution passed on 11 FEBRUARY 2010 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed	Added 39 as fully set out below
----------	------------------------------------

(F) **TEXT OF ADDED BY-LAW**

See annexure hereto



(G) The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

Date:

TREVOR BRIGHT  
6TH APRIL 2010

**COMMUNITY ASSOCIATION DP270113**  
**ANNEXURE TO AMENDMENT OF MANAGEMENT STATEMENT**

**SPECIAL BY-LAW 40**

**PROCEDURE AND RESTRICTIONS FOR PROPRIETORS MOVING INTO OR FROM THEIR RESPECTIVE LOTS USING ASSOCIATION PROPERTY**

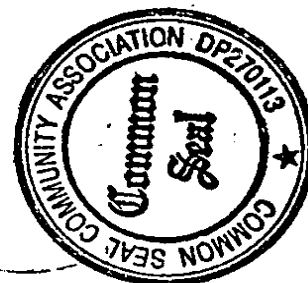
- 40.1** Prior to moving ten or more pieces of furniture on or through association property the proprietor must complete and provide to the estate manager in writing within at least five Business Days prior to the proposed date of moving:
- (a) the attached document titled "Form 1" and "Form 2"; and
  - (b) the Bond.
- 40.2** The estate manager must notify in writing within a reasonable period of time the proprietor making the application under subclause 42.1 of this by-law of:
- (a) the permitted time and date for moving, where no more than one proprietor will be permitted within their respective strata scheme building in the community association between the hours of 8.00am and 11.59am, Monday to Saturday;
  - (b) the permitted time and date for moving, where no more than one proprietor will be permitted within their respective strata scheme building in the community association between the hours of 12.00pm and 4.00pm, Monday to Saturday; and
  - (c) the completed "Form 2".
- 40.3** The proprietor must comply with the directions set-out in the completed "Form 2" provided by the estate manager, or by the estate manager in person.
- 40.4** If the estate manager reasonably determines that the proprietor has damaged community association property, the Bond may be applied to rectify damage and any balance is to be refunded within fourteen Business Days with no accrual of interest to the proprietor. This does not limit the community association's right to claim for damages in excess of the Bond.
- 40.5** If the estate manager determines that the proprietor has not damaged community association property, the Bond is to be returned within seven Business Days with no accrual of interest to the proprietor.

THE COMMON SEAL of COMMUNITY ASSOCIATION  
DEPOSITED PLAN 270113 was affixed hereto in the presence  
of a person authorised by section 8 of the Community Land  
Management Act 1989 to attest the affixing of the seal

Signature of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_ TREVOR BRIGHT \_\_\_\_\_

Date: \_\_\_\_\_ 6<sup>th</sup> April 2010 \_\_\_\_\_



### 39.6 Forms referred to in this By-law:

#### "FORM 1"

Please complete and return to estate manager in accordance with By-law 39.

Apartment number and location \_\_\_\_\_

Name \_\_\_\_\_

Contact Number \_\_\_\_\_

Preferred Date of Move \_\_\_\_\_

Please tick one of the following selections. Please note ONLY one owner/occupier from each building is permitted to move furniture and large objects STRICTLY within the period of times specified below:

Preferred period for moving (8.00am to 11.59am)  
between Monday and Saturday ☐

Preferred period for moving (12.00pm to 4.00pm)  
between Monday and Saturday ☐

#### TYPE OF MOVE: Please tick the following

Are you moving in? ☐

Are you vacating? ☐

Are you moving some items out? \_\_\_\_\_

Name of removalist company \_\_\_\_\_

Phone Number of removalist company \_\_\_\_\_

Evidence of provision of the Bond or the Bond attached \_\_\_\_\_

Account details or details for return of bond (if applicable) \_\_\_\_\_

THE COMMON SEAL of COMMUNITY ASSOCIATION  
DEPOSITED PLAN 270113 was affixed hereto in the presence  
of a person authorised by section 8 of the Community Land  
Management Act 1989 to attest the affixing of the seal

Signature of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_ TREVOR BRIGHT

Date: \_\_\_\_\_ 6<sup>th</sup> April 2010 \_\_\_\_\_



**"FORM 2"**

Please complete and return to estate manager in accordance with By-law 39.

Apartment number and location \_\_\_\_\_

Name \_\_\_\_\_

Contact Number \_\_\_\_\_

Preferred Date of Move \_\_\_\_\_

Please tick one of the following selections. Please note ONLY one owner/occupier from each building is permitted to move furniture and large objects STRICTLY within the period of times specified below:

Preferred period for moving between  
Monday and Saturday (8.00am to 11.59am) ☐

Preferred period for moving between  
Monday and Saturday (12.00pm to 4.00pm) ☐

**TYPE OF MOVE:** *Please tick the following*

Are you moving in? ☐

Are you vacating? ☐

Are you moving some items out or in? \_\_\_\_\_

Name of removalist company \_\_\_\_\_

Phone Number of removalist company \_\_\_\_\_

Account details or details for return of bond (if applicable) \_\_\_\_\_

[Pursuant to Clause 6 of Schedule 6 of the *Community Land Management Act 1989* the reason for the proposed motion is to control and regulate proprietors moving furniture or large objects through the community association property and to endeavour to avoid problems encountered in the past]

**THE COMMON SEAL of COMMUNITY ASSOCIATION  
DEPOSITED PLAN 270113 was affixed hereto in the presence  
of a person authorised by section 8 of the Community Land  
Management Act 1989 to attest the affixing of the seal**

Signature of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_ **TREVOR BRIGHT** \_\_\_\_\_

Date: \_\_\_\_\_ **6<sup>th</sup> April 2010** \_\_\_\_\_



Form: 21CSM  
Release: 2.1  
www.lands.nsw.gov.au

**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales  
Section 39

Community Land Development Act 1989



**AG710205U**

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

(A) **TORRENS TITLE**

1/DP270113

(B) **LODGED BY**

Document Collection Box  <b>495R</b>	Name, Address or DX, Telephone, and LLPN if any  LLPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107  Reference: _____	CODE  <b>CS</b>
--	---	-----------------------

(C) **APPLICANT**

<u>Community</u> Association	Deposited Plan No. <u>270113</u>
------------------------------	----------------------------------

(D)

The applicant certifies that by a special resolution passed on 02 December 2011 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed <u>21</u>	Added <u>21</u> as fully set out below
-----------------------	---

(F) **TEXT OF ADDED BY-LAW**



(G) The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: \_\_\_\_\_

Name of witness: BART JAWORSKI

Date: 14 December 2011

**COMMUNITY ASSOCIATION DP270113**  
**ANNEXURE TO AMENDMENT OF MANAGEMENT STATEMENT**

**BY-LAW 21 - Restrictions on Parking**

- 21.1 A person may not park a vehicle on association property except:
- (a) in an area set aside for the parking of vehicles;
  - (b) in accordance with the signage designating the purpose of that parking area (for example, local resident, visitor, loading, bus or taxi); and
  - (c) only for the period of time specified on the signage for that parking area.
- 21.2 No repairs to any vehicles may be undertaken on association property.
- 21.3 No vehicles with a gross weight in excess of three (3) tonnes (other than removalist vehicles) are permitted to stand on:
- (a) the driveways of any lot; or
  - (b) any part of the community parcel.
- 21.4 Roads within the community parcel are public places for the purposes of the Road Transport (General) Act 2005. Restrictions imposed on such roads within the community parcel are to be approved by Auburn Traffic Committee but Auburn City Council is not responsible for the costs of any signposting or works carried out in respect of roads within the community parcel unless such funding is specifically approved by Auburn City Council.
- 21.5 Without limiting clause 24.1, an owner or occupier of a lot in a subsidiary body must not park or stand any vehicle on association property including, without limitation, any car spaces set aside as visitor parking, unless that parking area is marked for use by local residents and then only for the period of time designated on the signage for that car space.

THE COMMON SEAL of THE COMMUNITY  
ASSOCIATION DEPOSITED PLAN 270113 was affixed  
hereto in the presence of a person authorised by Section 8  
of the Community Land Management Act 1989 to attest the  
affixing of the seal

Signature:-----

Name:-----BART JAWORSKI-----

Date: -----14<sup>th</sup> December 2011-----



- 21.6 An owner or occupier of a lot in a subsidiary body must not permit any visitor to their lot or to the community parcel to park or stand any vehicle on association property other than in an area marked as visitor parking.
- 21.7 Every owner and occupier of a lot in a subsidiary body must comply, and ensure that visitors to their lots or to the community parcel comply, in all respects with this by-law.
- 21.8 The community association may by resolution of its executive committee and for the purpose of the control, management, administration, use and/or enjoyment of the association property including, without limitation, any areas set aside as visitor parking and to preserve the security of the community parcel:
- (a) install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the standing of vehicles on association property;
  - (b) subject to clause 24.4, install signage on the association property in or about the car parking areas of the parcel advising of the effect of this by-law including, without limitation, that vehicles parked on association property in breach of this by-law may be wheel-clamped;
  - (c) subject to clause 24.4, install signage on the association property regulating the ingress and egress of vehicles to and from the community parcel and grounds of the community association;
  - (d) establish and maintain a register of all vehicles owned or used by owners and occupiers of lots in the subsidiary bodies including:
    - the make and registration number of the vehicle;
    - the name of the owner or occupier of a lot in a subsidiary body who owns or uses the vehicle;
    - the lot number in the relevant subsidiary body and contact details of the owner or occupier;
    - if the owner or occupier does not own the vehicle, the name and contact details of the owner of the vehicle;

**THE COMMON SEAL of THE COMMUNITY ASSOCIATION DEPOSITED PLAN 270113** was affixed hereto in the presence of a person authorised by Section 8 of the Community Land Management Act 1989 to attest the affixing of the seal

Signature:-----

Name:-----BART JAWORSKI-----

Date: -----14<sup>th</sup> December 2011-----



- (e) take such further action consistent with this by-law as is reasonable and necessary in order to regulate or restrict the parking or standing of vehicles on association property and/or preserve the security of the community parcel.

21.9 If an owner or occupier of a lot in a subsidiary body parks or stands any vehicle owned by that person on association property in breach of this by-law:

- (a) if the community association has appointed an estate manager, the estate manager may, without reference to the executive committee, give a notice; or
- (b) if there is no estate manager, the executive committee (acting reasonably) may by resolution determine that a notice be given,

to that owner or occupier requiring that the owner or occupier comply with this by-law, in default of which the community association may take action in respect of the vehicle as provided in this by-law (**Notice of Breach**).

21.10 The Notice of Breach given under clause (5) must:

- (a) be in writing;
- (b) be displayed prominently on the vehicle in such a way as to come to the attention of the owner of the vehicle but so as to ensure no damage is done to the vehicle;
- (c) if the vehicle is registered, specify the registration number of the vehicle that has been or is parked or standing on association property in breach of this by-law;
- (d) advise that if the owner or occupier fails to remove the said vehicle parked or standing on association property in breach of this by-law or parks or stands the said vehicle on association property repeatedly or persistently in breach of this by-law, the community association may affix a wheel clamping device to that vehicle; and
- (e) advise that a fee not exceeding \$200 may be charged by the community association for removal of the wheel clamping device.

**THE COMMON SEAL of THE COMMUNITY  
ASSOCIATION DEPOSITED PLAN 270113** was affixed  
hereto in the presence of a person authorised by Section 8  
of the Community Land Management Act 1989 to attest the  
affixing of the seal

Signature:-----

Name:-----BART JAWORSKI-----

Date: -----14<sup>th</sup> December 2011-----

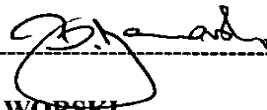




- 21.11 If an owner or occupier of a lot in a subsidiary body is given a Notice of Breach under this by-law, the owner or occupier must forthwith comply with that Notice of Breach and remove the vehicle the subject of the Notice of Breach parked on association property in breach of this by-law.
- 21.12 If a Notice of Breach is given under this by-law to an owner or occupier of a lot in a subsidiary body and the owner or occupier does not comply with the Notice of Breach, the executive committee may resolve at a duly constituted executive committee meeting to affix a wheel clamping device to the vehicle the subject of the Notice of Breach and subsequently affix, or cause to be affixed, that wheel clamping device so long as that vehicle is, at the time at which the wheel clamping device is affixed, then parked or standing on association property in breach of this by-law.
- 21.13 The signage installed by the community association under clause 24.8 warning that motor vehicles parked in breach of this by-law may be wheel-clamped must set out a telephone number or other contact details of a person authorised to release the wheel-clamp.
- 21.14 Every owner and occupier of a lot in a subsidiary body consents to the immobilisation by means of wheel clamping of a vehicle owned or controlled by them and parked or left on association property in breach of this by-law.
- 21.15 None of the executive committee, any member thereof, the managing agent, any estate manager and any person acting under the instructions of the executive committee in accordance with this by-law shall be liable for any loss or damage sustained by an owner or occupier of a lot in a subsidiary body to whom a Notice of Breach is given and who fails to remove a vehicle parked or standing on association property or repeatedly or persistently parks or stands a vehicle on association property in breach of this by-law after a Notice of Breach is given.
- 21.16 Each member of the executive committee, the managing agent, any estate manager, each subsidiary body and every person acting under the instruction of the executive committee in accordance with this by-law are hereby indemnified by the community association against any loss or damage suffered by any of them arising out of any action taken by any of them in accordance with this by-law.
- 21.17 For the avoidance of doubt, the estate manager and/or the executive committee must not give a Notice of Breach or affix a wheel clamping device to any vehicle on grounds which are, in the circumstances, frivolous or vexatious.

**THE COMMON SEAL of THE COMMUNITY  
ASSOCIATION DEPOSITED PLAN 270113** was affixed  
hereto in the presence of a person authorised by Section 8  
of the Community Land Management Act 1989 to attest the  
affixing of the seal

Signature:-----



Name:-----BART JAWORSKI-----

Date: -----14<sup>th</sup> December 2011-----



- 21.18 Nothing in this by-law operates to restrict or prevent the community association or any subsidiary body from making application to the Local Court for an order authorising the community association or that subsidiary body to dispose of any vehicle left on association property and subsequently disposing of that vehicle in accordance with the *Uncollected Goods Act 1995 (NSW)* or any Act amending or replacing that Act.

**THE COMMON SEAL of THE COMMUNITY  
ASSOCIATION DEPOSITED PLAN 270113** was affixed  
hereto in the presence of a person authorised by Section 8  
of the Community Land Management Act 1989 to attest the  
affixing of the seal

Signature:-----

Name:-----BART JAWORSKI-----

Date: -----14<sup>th</sup> December 2011-----

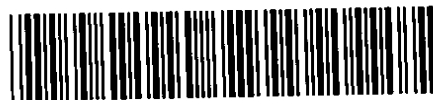


Form: 21CSM  
Release: 2.1  
www.lands.nsw.gov.au

**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales  
Section 39

Community Land Development Act 1981



**AG957812S**

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

(A) **TORRENS TITLE**

1/DP270113

(B) **LODGED BY**

Document Collection Box  <b>495R</b>	Name, Address or DX, Telephone, and LLPN if any  LLPN: 123354Y BY-LAW EXPRESS GPO BOX 751, SYDNEY NSW 2001 PHONE: 9252 0107  Reference: _____	CODE  <b>CS</b>
--	---	-----------------------

(C) **APPLICANT**

<u>Community</u> Association	Deposited Plan No. <u>270113</u>
------------------------------	----------------------------------

(D) The applicant certifies that by a special resolution passed on 16 March 2012 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed <u>21</u>	Added <u>21</u> as fully set out below
-----------------------	---

(F) **TEXT OF ADDED BY-LAW**

(See Annexure hereto)



(G) The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: \_\_\_\_\_

Name of witness: BART JAWORSKI

Date: 24 April 2012

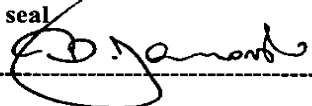
**COMMUNITY ASSOCIATION DP270113**  
**ANNEXURE TO AMENDMENT OF MANAGEMENT STATEMENT**

By-law 21 is repealed and replaced with the following:

**BY-LAW 21 - RESTRICTIONS ON PARKING**

- 21.1 A person may not park a vehicle on association property except:
- (a) in an area set aside for the parking of vehicles;
  - (b) in accordance with the signage designating the purpose of that parking area (for example, local resident, visitor, loading, bus or taxi); and
  - (c) only for the period of time specified on the signage for that parking area.
- 21.2 No repairs to any vehicles may be undertaken on association property.
- 21.3 No vehicles with a gross weight in excess of three (3) tonnes (other than removalist vehicles) are permitted to stand on:
- (a) the driveways of any lot; or
  - (b) any part of the community parcel.
- 21.4 Roads within the community parcel are public places for the purposes of the Road Transport (General) Act 2005. Restrictions imposed on such roads within the community parcel are to be approved by Auburn Traffic Committee but Auburn City Council is not responsible for the costs of any signposting or works carried out in respect of roads within the community parcel unless such funding is specifically approved by Auburn City Council.
- 21.5 Without limiting clause 24.1, an owner or occupier of a lot in a subsidiary body must not park or stand any vehicle on association property including, without limitation, any car spaces set aside as visitor parking, unless that parking area is marked for use by local residents and then only for the period of time designated on the signage for that car space.
- 21.6 An owner or occupier of a lot in a subsidiary body must not permit any visitor to their lot or to the community parcel to park or stand any vehicle on association property other than in an area marked as visitor parking.

**THE COMMON SEAL of THE COMMUNITY ASSOCIATION DEPOSITED PLAN 270113** was affixed hereto in the presence of a person authorised by Section 8 of the Community Land Management Act 1989 to attest the affixing of the seal

Signature:-----

Name:-----BART JAWORSKI-----

Date: ----24 April 2012-----



- 21.7 Every owner and occupier of a lot in a subsidiary body must comply, and ensure that visitors to their lots or to the community parcel comply, in all respects with this by-law.
- 21.8 The community association may by resolution of its executive committee and for the purpose of the control, management, administration, use and/or enjoyment of the association property including, without limitation, any areas set aside as visitor parking and to preserve the security of the community parcel:
- (a) install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the standing of vehicles on association property;
  - (b) subject to clause 24.4, install signage on the association property in or about the car parking areas of the parcel advising of the effect of this by-law including, without limitation, that vehicles parked on association property in breach of this by-law may be wheel-clamped;
  - (c) subject to clause 24.4, install signage on the association property regulating the ingress and egress of vehicles to and from the community parcel and grounds of the community association;
  - (d) establish and maintain a register of all vehicles owned or used by owners and occupiers of lots in the subsidiary bodies including:
    - the make and registration number of the vehicle;
    - the name of the owner or occupier of a lot in a subsidiary body who owns or uses the vehicle;
    - the lot number in the relevant subsidiary body and contact details of the owner or occupier;
    - if the owner or occupier does not own the vehicle, the name and contact details of the owner of the vehicle;
  - (e) take such further action consistent with this by-law as is reasonable and necessary in order to regulate or restrict the parking or standing of vehicles on association property and/or preserve the security of the community parcel.

**THE COMMON SEAL of THE COMMUNITY  
ASSOCIATION DEPOSITED PLAN 270113** was affixed  
hereto in the presence of a person authorised by Section 8  
of the Community Land Management Act 1989 to attest the  
affixing of the seal

Signature: \_\_\_\_\_

Name:-----BART JAWORSKI-----

Date: -----24 April 2012-----



21.9 If an owner or occupier of a lot in a subsidiary body parks or stands any vehicle owned by that person on association property in breach of this by-law:

- (a) if the community association has appointed an estate manager, the estate manager may, without reference to the executive committee, give a notice; or
- (b) if there is no estate manager, the executive committee (acting reasonably) may by resolution determine that a notice be given,

to that owner or occupier requiring that the owner or occupier comply with this by-law, in default of which the community association may take action in respect of the vehicle as provided in this by-law (**Notice of Breach**).

21.10 The Notice of Breach given under clause (5) must:

- (a) be in writing;
- (b) be displayed prominently on the vehicle in such a way as to come to the attention of the owner of the vehicle but so as to ensure no damage is done to the vehicle;
- (c) if the vehicle is registered, specify the registration number of the vehicle that has been or is parked or standing on association property in breach of this by-law;
- (d) advise that if the owner or occupier fails to remove the said vehicle parked or standing on association property in breach of this by-law or parks or stands the said vehicle on association property repeatedly or persistently in breach of this by-law, the community association may affix a wheel clamping device to that vehicle; and
- (e) advise that a fee not exceeding \$200 may be charged by the community association for removal of the wheel clamping device.

21.11 If an owner or occupier of a lot in a subsidiary body is given a Notice of Breach under this by-law, the owner or occupier must forthwith comply with that Notice of Breach and remove the vehicle the subject of the Notice of Breach parked on association property in breach of this by-law.

THE COMMON SEAL of THE COMMUNITY  
ASSOCIATION DEPOSITED PLAN 270113 was affixed  
hereto in the presence of a person authorised by Section 8  
of the Community Land Management Act 1989 to attest the  
affixing of the seal

Signature:-----

Name:-----BART JAWORSKI-----

Date: -----24 April 2012-----



- 21.12 If a Notice of Breach is given under this by-law to an owner or occupier of a lot in a subsidiary body and the owner or occupier does not comply with the Notice of Breach, the executive committee may resolve at a duly constituted executive committee meeting to affix a wheel clamping device to the vehicle the subject of the Notice of Breach and subsequently affix, or cause to be affixed, that wheel clamping device so long as that vehicle is, at the time at which the wheel clamping device is affixed, then parked or standing on association property in breach of this by-law.
- 21.13 The signage installed by the community association under clause 24.8 warning that motor vehicles parked in breach of this by-law may be wheel-clamped must set out a telephone number or other contact details of a person authorised to release the wheel-clamp.
- 21.14 Every owner and occupier of a lot in a subsidiary body consents to the immobilisation by means of wheel clamping of a vehicle owned or controlled by them and parked or left on association property in breach of this by-law.
- 21.15 None of the executive committee, any member thereof, the managing agent, any estate manager and any person acting under the instructions of the executive committee in accordance with this by-law shall be liable for any loss or damage sustained by an owner or occupier of a lot in a subsidiary body to whom a Notice of Breach is given and who fails to remove a vehicle parked or standing on association property or repeatedly or persistently parks or stands a vehicle on association property in breach of this by-law after a Notice of Breach is given.
- 21.16 Each member of the executive committee, the managing agent, any estate manager, each subsidiary body and every person acting under the instruction of the executive committee in accordance with this by-law are hereby indemnified by the community association against any loss or damage suffered by any of them arising out of any action taken by any of them in accordance with this by-law.
- 21.17 For the avoidance of doubt, the estate manager and/or the executive committee must not give a Notice of Breach or affix a wheel clamping device to any vehicle on grounds which are, in the circumstances, frivolous or vexatious.

**THE COMMON SEAL of THE COMMUNITY  
ASSOCIATION DEPOSITED PLAN 270113** was affixed  
hereto in the presence of a person authorised by Section 8  
of the Community Land Management Act 1989 to attest the  
affixing of the seal

Signature:-----

Name:-----BART JAWORSKI-----

Date: -----24 April 2012-----



- 21.18 Nothing in this by-law operates to restrict or prevent the community association or any subsidiary body from making application to the Local Court for an order authorising the community association or that subsidiary body to dispose of any vehicle left on association property and subsequently disposing of that vehicle in accordance with the *Uncollected Goods Act 1995 (NSW)* or any Act amending or replacing that Act.
- 21.19 The Community Association can enter into agreements with Auburn Local Council under section 650 of the Local Government Act 1993 to regulate car parking in accordance with the terms of the agreements.

**THE COMMON SEAL of THE COMMUNITY  
ASSOCIATION DEPOSITED PLAN 270113** was affixed  
hereto in the presence of a person authorised by Section 8  
of the Community Land Management Act 1989 to attest the  
affixing of the seal

Signature:-----

Name:-----BART JAWORSKI-----

Date: -----24 April 2012-----





Form: 21CSM  
Release: 2-4

**AMENDMENT OF  
MANAGEMENT STATEMENT**

New South Wales  
Section 39

Community Land Development Act 1989



**AH270687V**

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

(A) TORRENS TITLE

1/270113

(B) LODGED BY

Document  
Collection  
Box

**286B**

Name, Address or DX, Telephone, and Customer Account Number if any  
Morgan Lewis Level 16, 9 Castlereagh St Sydney 2000  
Tel: 8257 34338  
C.A.N. 132052Q

Reference: BM: 20100898

CODE

**CS**

(C) APPLICANT

Community

Association

Deposited Plan No. 270113

(D)

The applicant certifies that by a special resolution passed on 03 August 2012 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) BY-LAWS

Repealed

Sheet 17B

Added

Sheet 17C

as fully set out below

(F) TEXT OF ADDED BY-LAW

Accessway Plan Replacement Sheet 17B is removed and Accessway Plan Replacement Sheet 17C is inserted.



(G) The common seal of the Community association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness:

Name of witness:

PHILLIP COURT

Date:

28 SEPTEMBER 2012

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1111



Form: 21CSM  
Release: 2-4

**AMENDMENT OF  
MANAGEMENT STATEMENT**

**AN686446A**

New South Wales  
Section 39  
Community Land Development Act 1989

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

(A) **TORRENS TITLE**

1/270113

(B) **LODGED BY**

Document  
Collection  
Box

1W

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

Bylaws Assist

PO Box: 8274, Baulkham Hills, NSW, 2153,  
+61 411 777 557 (NSW LRS Customer Account Number: 135632E)

Reference: BLA/1750

CODE

**CS**

(C) **APPLICANT**

Community



Association

Deposited Plan No. 270113

(D)

The applicant certifies that by a special ☒ resolution passed on 14 August 2018 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed

By-law No.12 & 36b

Added

By-law No.12 & 36b

as fully set out below

(F) **TEXT OF ADDED BY-LAW**

(See Annexure Attached)

(G) The common seal of the Community association deposited plan 270113

in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to assist the affixing of the seal.

Signature of witness:

*TREYOR BRIGHT*

Name of witness:

TREYOR BRIGHT

Date:

23 AUGUST 2018



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1111

**ANNEXURE TO AMENDMENT TO COMMUNITY MANAGEMENT STATEMENT**

**By-Law 12 – Garbage**

12.1 The Community Association may provide garbage bins on Community Property for the storage of garbage and proprietors may not deposit any rubbish on the Community Property.

**By-Law 36b – Real Estate Signage**

A proprietor may only display real estate signage anywhere within the community scheme if the sign:

- (a) is located on the verges surrounding a building or on a nature strip adjacent to a footpath, but at no stage on a footpath;
- (b) is a style and type which:
  - (i) is portable, resting on its own weight and not fixed to the ground or any improvement; and
  - (ii) does not penetrate at all into the ground, for example with spikes;
  - (iii) is in an A-frame style, with the approximate dimensions of 630mm x 580mm x 50mm, with no flag style signs permitted; and
- (c) Temporary signage is to be installed not earlier than 4 hours prior to inspection and removed not later than 4 hours after inspection.

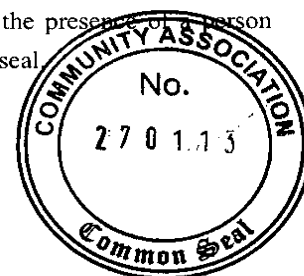
In this by-law, “real estate signage” means any sign advertising the sale or leasing of a lot in the community scheme.

The common seal of the **Community** association deposited plan **270113** was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: TREVOE BRIGHT

Name of witness: TREVOE BRIGHT

Date: 23 AUGUST 2018





Form: 21CSM  
Release: 2-4

**AMENDMENT OF  
MANAGEMENT STATEMENT**

**AP184660W**

New South Wales  
Section 39  
Community Land Development Act 1989

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

(A) **TORRENS TITLE**

1/270113

(B) **LODGED BY**

Document Collection Box  <b>1W</b>	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 411 777 557 (LRS Customer Account Number: 135632E) Reference: BLA/2068	CODE  <b>CS</b>
--	---	-----------------------

(C) **APPLICANT**

Community <input checked="" type="checkbox"/> Association	Deposited Plan No. 270113
---	---------------------------

(D) The applicant certifies that by a special ☒ resolution passed on 11 February 2019 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed	Added By-law 36c as fully set out below
----------	--

(F) **TEXT OF ADDED BY-LAW**

(See Annexure Attached)

(G) The common seal of the Community association deposited plan 270113  
in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal

Signature of witness:

Name of witness:

Date:

*TREVA*  
**TREVOR BRIGHT**  
**10 APRIL 2019**



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1111

**ANNEXURE TO AMENDMENT TO COMMUNITY MANAGEMENT STATEMENT**

**By-Law 36c – Restricted Property By-Law Granted in favour of Community Association**

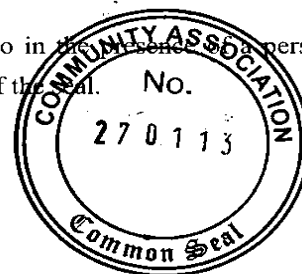
This by-law is to notify the members of the Community Scheme that The Owners – Strata Plan No. 86978, being the strata corporation of a Subsidiary Scheme in the Community Scheme, has granted to the Community Association rights under a restricted property by-law in respect of the common property of that Subsidiary Scheme under Sections 54 (4) and (5) of the Community Land Management Act 1989, for the purposes of installing, operating, maintaining, renewing and replacing a Digital Radio system, as set out in the terms of the by-law so passed by that Subsidiary Scheme.

The common seal of the **Community** association deposited plan **270113** was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: TREVOR BRIGHT

Name of witness: TREVOR BRIGHT

Date: 10 APRIL 2019



Form: 21CSM  
Release: 2-4

# AMENDMENT OF MANAGEMENT STATEMENT



## AP844914P

New South Wales  
Section 39

Community Land Development Act 1989

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

(A) **TORRENS TITLE**

1/270113
----------

(B) **LODGED BY**

Document Collection Box  <b>1W</b>	Name, Address or DX, Telephone, and Customer Account Number if any Bylaws Assist PO Box: 8274, Baulkham Hills, NSW, 2153 +61 411 777 557 (LRS Customer Account Number: 135632E) Reference: BLA/2533	CODE  <b>CS</b>
--	---	-----------------------

(C) **APPLICANT**

Community <input checked="" type="checkbox"/> Association	Deposited Plan No. 270113
---	---------------------------

(D)

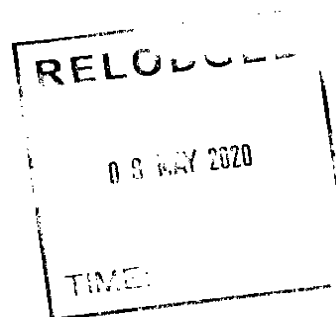
The applicant certifies that by a unanimous ☒ resolution passed on 18 November 2019 and in accordance with section 14 of the Community Land Management Act 1989 it amended the management statement as follows:

(E) **BY-LAWS**

Repealed By-law No.1.11 & By-law No.21	Added By-law No.1.14 to 1.22 & By-law No.21 as fully set out below
---	--

(F) **TEXT OF ADDED BY-LAW**

(See Annexure Attached)



(G) The common seal of the Community association deposited plan 270113

in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the making of the seal

Signature of witness:

*TBSA*

Name of witness:

TREVOR BRIGHT

Date:

5 MAY 2020



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1111

**ANNEXURE TO AMENDMENT TO COMMUNITY MANAGEMENT STATEMENT**

**By-Law 1 – Architectural and Landscape Standards**

1.14 An approval granted by the Executive Committee may contain conditions, not inconsistent with this Management Statement (or any other applicable law), and in that event those conditions must be complied with by any person relying on that approval according to their terms.

1.15 In addition to any conditions imposed on an approval under the proceedings clause, any person who does internal or external building work or landscaping work (together, “**Building Works**”) must comply with the Building Works Conditions, except to the extent that such an approval provides otherwise.

1.16 General Conditions applying to Building Works

Building Works must:

- (a) be carried out in accordance with and comply with any applicable law or Approval and any applicable provisions of an approval granted by the Executive Committee under this by-law;
- (b) be carried out in a proper and workmanlike manner and only by persons who are dully licensed to do so;
- (c) comply with the National Construction Code and the Building Code of Australia;
- (d) be fit for their purpose;
- (e) be carried out with due diligence and expedition and within a reasonable time;
- (f) cause a minimum of disruption to the use of the Community Parcel;
- (g) in any event, not occasion the occupation of Community Property except as otherwise specifically approved in writing by the Executive Committee;
- (h) except as otherwise approved by the Executive Committee, be carried out only between the hours of 7:30am and 5:30pm (excluding on any day that is Saturday, Sunday or public holiday in New South Wales) or between 8:30 am and midday on a Saturday;
- (i) not cause damage to the Community Parcel or any part of the Community Parcel otherwise than authorised under an approval granted by the Executive Committee under this by-law;
- (j) not adversely affect the structure or support of the Community Parcel except strictly in accordance with an approval granted by the Executive Committee under this by-law; and
- (k) not cause or amount to a nuisance or hazard to other owners or occupiers of Lots or interfere unreasonably with the use of enjoyment of the Community Parcel by other owners or occupiers of Lots.

1.17 Cleanliness, protection and ratification

A person who does Building Works must:

- (a) ensure that the Community Parcel is adequately protected from damage that may be caused by Building Works;
- (b) ensure that any part of the Community Parcel affected by Building Works is kept clean and tidy on completion of Building Works;
- (c) if Building Works cause damage to the Community Parcel, rectify that damage, including doing any necessary Building Works.

*TB*

## 1.18 Insurance

A person who does Building Works must effect and maintain the following insurance (or ensure that the same is effected and maintained):

- (a) any insurance required by law in connection with Building Works; and contractors all-risk insurance (including public liability insurance to a limit of not less than \$20,000,000 per event) in respect of the conduct of the Building Works naming the Community Association as a beneficiary.

## 1.19 Indemnity

A person who does Building Works will indemnify the Community Association and each other owner or occupier of a Lot (the "**Indemnified Party**") immediately on demand for any damage, cost, loss, claim, demand, suit or liability howsoever incurred by or brought against the Indemnified Party in connection with Building Works or their use, except to the extent that such damage, costs, loss, claim, demand, costs, loss, claim, demand suit or liability is caused by the negligence of the Indemnified Part.

## 1.20 Default

If a person fails to comply with any obligation under this by-law, the Community Association may carry out that obligation and recover the cost of so doing from that person.

## 1.21 Conflict

- (a) To the extent that any term of this by-law is inconsistent with any act or law, it is to be severed and this by-law will be read and be enforceable as if so consistent.

1.21.1 To the extent that this by-law is inconsistent with any other by-law in this Management Statement, then the provisions of this by-law prevail to the extent of that inconsistency.

## 1.22 In this by law, unless the context otherwise requires:

**Approval** means, in connection with the Building Works:

- (a) an approval or certificate as may be required by law (or under the terms of an Approval) to be obtained from or provided by an Authority;

1.22.1 a development consent or complying development certificate within the meaning of the *Environmental Planning and Assessment Act 1979* (NSW);

1.22.2 a certificate within the meaning of Division 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW);

1.22.3 any order, direction or other requirement given or made by an Authority;

1.22.4 an order made under Division 9.3 of the *Environmental Planning and Assessment Act 1979* (NSW); and

1.22.5 an order made under Part 2 of Chapter 7 of the *Local Government Act 1993* (NSW);

**Authority** means, in connection with Building Work or the Community Parcel:

- (a) any Commonwealth, state or local government, semi-government, statutory, public or other body or person (or body or person otherwise authorised by law) having jurisdiction;
- (b) a consent authority or principal certifying authority within the meaning of the *Environmental Planning and Assessment Act 1979* (NSW);

1.22.6 the council having the relevant regulatory functions under chapter 7 of the *Local Government Act 1993* (NSW); and

1.22.7 an authorised fire officer within the meaning of section 9.35 (1) (d) of the *Environmental Planning and Assessment Act 1979* (NSW);

**Building Code of Australia** has the meaning given to it under the *Environmental Planning and Assessment Act 1979* (NSW);



**Building Works** includes a reference to:

- (a) ancillary works, products and services that it is reasonably necessary to do or supply to facilitate the doing of those building works, and the supply of those products and services; and

1.22.8 as the context may require, a reference to the result of Building Works being done and supplied.

**Building Works Conditions** means the conditions in clauses 1.1 to 1.8 inclusive of this by-law; and

**National Construction Code** means the National Construction Code published by the Australian Building Codes Board from time to time.

### **By-Law 21 – Restrictions on Parking**

21.1 A person may not park a vehicle on association property except:

- (a) in an area set aside for the parking of vehicles;
- (b) in accordance with the signage designating the purpose of that parking area (for example, local resident, visitor, loading, bus or taxi); and
- (c) only for the period of time specified on the signage for that parking area.

21.2 No repairs to any vehicles may be undertaken on association property.

21.3 No vehicles with a gross weight in excess of three (3) tonnes (other than removalist vehicles) are permitted to stand on:

- (a) the driveways of any lot; or
- (b) any part of the community parcel.

21.4 Roads within the community parcel are public places for the purposes of the Road Transport (General) Act 2005. Restrictions imposed on such roads within the community parcel are to be approved by Auburn Traffic Committee but Cumberland Council is not responsible for the costs of any signposting or works carried out in respect of roads within the community parcel unless such funding is specifically approved by Cumberland Council.

21.5 Without limiting clause 24.1, an owner or occupier of a lot in a subsidiary body must not park or stand any vehicle on association property including, without limitation, any car spaces set aside as visitor parking, unless that parking area is marked for use by local residents and then only for the period of time designated on the signage for that car space.

21.6 An owner or occupier of a lot in a subsidiary body must not permit any visitor to their lot or to the community parcel to park or stand any vehicle on association property other than in an area marked as visitor parking.

21.7 Every owner and occupier of a lot in a subsidiary body must comply, and ensure that visitors to their lots or to the community parcel comply, in all respects with this by-law.

21.8 The community association may by resolution of its executive committee and for the purpose of the control, management, administration, use and/or enjoyment of the association property including, without limitation, any areas set aside as visitor parking and to preserve the security of the community parcel:

- (a) install barriers consisting of chains or bollards in such places as are reasonably necessary to regulate the standing of vehicles on association property;
- (b) subject to clause 24.4, install signage on the association property in or about the car parking areas of the parcel advising of the effect of this by-law including, without limitation, that vehicles parked on association property in breach of this by-law may be wheel-clamped;

- (c) subject to clause 24.4, install signage on the association property regulating the ingress and egress of vehicles to and from the community parcel and grounds of the community association;
  - (d) establish and maintain a register of all vehicles owned or used by owners and occupiers of lots in the subsidiary bodies including:
    - the make and registration number of the vehicle;
    - the name of the owner or occupier of a lot in a subsidiary body who owns or uses the vehicle;
    - the lot number in the relevant subsidiary body and contact details of the owner or occupier;
    - if the owner or occupier does not own the vehicle, the name and contact details of the owner of the vehicle;
  - (e) take such further action consistent with this by-law as is reasonable and necessary in order to regulate or restrict the parking or standing of vehicles on association property and/or preserve the security of the community parcel.
- 21.9 If an owner or occupier of a lot in a subsidiary body parks or stands any vehicle owned by that person on association property in breach of this by-law:
- (a) if the community association has appointed an estate manager, the estate manager may, without reference to the executive committee, give a notice; or
  - (b) if there is no estate manager, the executive committee (acting reasonably) may by resolution determine that a notice be given, to that owner or occupier requiring that the owner or occupier comply with this by-law, in default of which the community association may take action in respect of the vehicle as provided in this by-law (**Notice of Breach**).
- 21.10 The Notice of Breach given under clause (5) must:
- (a) be in writing;
  - (b) be displayed prominently on the vehicle in such a way as to come to the attention of the owner of the vehicle but so as to ensure no damage is done to the vehicle;
  - (c) if the vehicle is registered, specify the registration number of the vehicle that has been or is parked or standing on association property in breach of this by-law;
  - (d) advise that if the owner or occupier fails to remove the said vehicle parked or standing on association property in breach of this by-law or parks or stands the said vehicle on association property repeatedly or persistently in breach of this by-law, the community association may affix a wheel clamping device to that vehicle; and
  - (e) advise that a fee not exceeding \$200 may be charged by the community association for removal of the wheel clamping device.
- 21.11 If an owner or occupier of a lot in a subsidiary body is given a Notice of Breach under this by-law, the owner or occupier must forthwith comply with that Notice of Breach and remove the vehicle the subject of the Notice of Breach parked on association property in breach of this by-law.
- 21.12 If a Notice of Breach is given under this by-law to an owner or occupier of a lot in a subsidiary body and the owner or occupier does not comply with the Notice of Breach, the executive committee may resolve at a duly constituted executive committee meeting to affix a wheel clamping device to the vehicle the subject of the Notice of Breach and subsequently affix, or cause to be affixed, that wheel clamping device so long as that vehicle is, at the time at which the wheel clamping device is affixed, then parked or standing on association property in breach of this by-law.
- 21.13 The signage installed by the community association under clause 24.8 warning that motor vehicles parked in breach of this by-law may be wheel-clamped must set out a telephone number or other contact details of a person authorised to release the wheel-clamp.

DB

- 21.14 Every owner and occupier of a lot in a subsidiary body consents to the immobilisation by means of wheel clamping of a vehicle owned or controlled by them and parked or left on association property in breach of this by-law.
- 21.15 None of the executive committee, any member thereof, the managing agent, any estate manager and any person acting under the instructions of the executive committee in accordance with this by-law shall be liable for any loss or damage sustained by an owner or occupier of a lot in a subsidiary body to whom a Notice of Breach is given and who fails to remove a vehicle parked or standing on association property or repeatedly or persistently parks or stands a vehicle on association property in breach of this by-law after a Notice of Breach is given.
- 21.16 Each member of the executive committee, the managing agent, any estate manager, each subsidiary body and every person acting under the instruction of the executive committee in accordance with this by-law are hereby indemnified by the community association against any loss or damage suffered by any of them arising out of any action taken by any of them in accordance with this by-law.
- 21.17 For the avoidance of doubt, the estate manager and/or the executive committee must not give a Notice of Breach or affix a wheel clamping device to any vehicle on grounds which are, in the circumstances, frivolous or vexatious.
- 21.18 Nothing in this by-law operates to restrict or prevent the community association or any subsidiary body from making application to the Local Court for an order authorising the community association or that subsidiary body to dispose of any vehicle left on association property and subsequently disposing of that vehicle in accordance with the *Uncollected Goods Act 1995 (NSW)* or any Act amending or replacing that Act.
- 21.19 The Community Association can enter into agreements with Cumberland Council under section 650 of the Local Government Act 1993 to regulate car parking in accordance with the terms of the agreements.

The common seal of the **Community** association deposited plan 270113 was affixed hereto in the presence of a person authorised by section 8 of the Community Land Management Act 1989 to attest the affixing of the seal.

Signature of witness: TREVA

Name of witness: TREVOR BRIGHT

Date: 5 MAY 2020





THIS FORM MAY BE USED WHERE NEW RESTRICTIVE COVENANTS ARE IMPOSED OR EASEMENTS CREATED OR WHERE THE SIMPLE TRANSFER FORM IS UNSUITABLE.

DEC 20 PM 12:55

Fees: — £ s. d.  
Judgment 12:00  
Endorsement 4:00  
7:00  
£ 19-00  
36/1/67

R.P. 13A. No. \_\_\_\_\_

New South Wales

# MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT, 1900.)

(Trusts must not be disclosed in the transfer.)  
Typing or handwriting in this instrument should not extend into any margin. Handwriting should be clear and legible and in permanent black non-copying ink.

I, THE COMMISSIONER FOR RAILWAYS

(herein called transferor)

If a less estate, strike out "in fee simple" and indicate the required alteration.

being registered as the proprietor of an estate in fee simple\* in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of one dollar

(£ 1-00 ) (the receipt whereof is hereby acknowledged) paid to it by THE MARITIME SERVICES BOARD OF NEW SOUTH WALES a body corporate constituted under the Maritime Services Act, 1935-1960 and having its principal office at Circular Quay West, Sydney

and grant  
do hereby transfer/to

Show in BLOCK LETTERS the full name, postal address and description of the persons taking, and if more than one, whether they hold as joint tenants or tenants in common.

THE MARITIME SERVICES BOARD OF NEW SOUTH WALES  
of CIRCULAR QUAY WEST, SYDNEY

(herein called transferee)

The description may refer to the defined residue of the land in a certificate or grant (e.g. "And being residue after transfer number ...") or may refer to parcels shown in Town or Parish Maps issued by the Department of Lands or shown in plans filed in the Office of the Registrar-General (e.g. "and being Lot section D.P. ...").  
Unless authorised by Reg. 63 Conveyancing Act, Regulations, 1961 a plan may not be annexed to or endorsed on this transfer form.

ALL such its Estate and Interest in ALL the land mentioned in the schedule following:—

County.	Parish.	Reference to Title.			Description of Land (if part only).
		Whole or Part.	Vol.	Fol.	
Cumberland	Concord	Part	10347	234	Being so much of the land contained in Easement created by Transfer J 886626 as was resumed for Railway Purposes by Notification of Appropriation published in the Government Gazette No. 86 of the 25th June, 1965.

And the transferee covenant(s) with the transferor

as appurtenant to the lands of the Transferee comprising the residue of land in Certificate of Title Volume 7160 Folio 34 after exclusion of Deposited Plan 221477, the lands in Certificates of Title Volume 8416 Folio 145 and Volume 9038 Folio 250, lots 1, 2, 6, 7, 8 and 10 on Deposited Plan 221477, being the lands in Certificates of Title Volume 9857 Folios 73, 74, 75, 76, 77 and 78 respectively, lots 3, 4 and 5 on Deposited Plan 221477 being the lands in Conveyance No. 500 Book 2730, and that part of the land in Certificate of Title Volume 5018 Folio 1 at Homebush Bay and Parramatta River generally to the south and west of the following boundaries :- Commencing at the north-western corner of Portion 119, Parish of Concord, thence bearing north-west 200 feet, thence northerly to a point being the prolongation 200 feet south-easterly of the south-western side of Burroway Road, Municipality of Auburn, thence north-easterly and generally westerly by a line 200 feet from and parallel to the sea wall of the Homebush Bay Reclamation as existing at the date of this transfer to the northerly prolongation of the western boundary of lot 1 on Deposited Plan 515561, and thence by that prolongation southerly to high water mark on the sea wall of the Homebush Bay Reclamation, exclusive of the former beds of Powells and Haslams Creeks which were withdrawn from the Transferee by proclamations in Government Gazettes of 17th January, 1941 and 26th September, 1941 respectively but inclusive of the portion of the former bed of Powells Creek within the area of 6 acres 2 roods 12 perches vested in the Transferee by proclamation in Government Gazette No. 44 of 11th May, 1962, all as shown upon a plan annexed hereto and marked "A", And also as appurtenant to the part of the area of 6 acres 2 roods 12 perches abovementioned contained within Portion 119, Parish of Concord, and to the area of 7 acres 1 rood 22 perches vested in the Transferee by proclamation in Government Gazette of 11th May, 1962 abovementioned being part of Portion 119, Parish of Concord, such parts of Portion 119 abovementioned being land for which no Crown Grant has issued, a right of carriage way as defined in Part 1 of Schedule VIII to the Conveyancing Act 1919 (as amended) PROVIDED that the Transferee may :-

reconstruct or cause to be reconstructed within the servient tenement to a width not exceeding sixty six (66) feet having provision for a carriage way at least twenty four (24) feet wide the road now existing within the servient tenement,

and shall :-

at all times during the continuance of the rights hereby granted maintain or cause to be maintained the said road in a safe and trafficable condition and state of repair,

AND PROVIDED FURTHER that the right of carriage way hereby granted may be exercised and enjoyed by the Transferee and all others the owners or occupiers for the time being of the said lands to which this easement is appurtenant or any part or parts of such lands and all persons or bodies authorised by such transferee owners or occupiers so to do in common with the Transferor and all others now or hereafter authorised by the Transferor in that behalf.

2 Strike out if unnecessary, or suitably adjust.

- (i) if any easements are to be created or any exceptions to be made; or
- (ii) if the statutory covenants implied by the Act are intended to be varied or modified.

Covenants should comply with the provisions of Section 88 of the Conveyancing Act, 1919.

ENCUMBRANCES, &c., REFERRED TO:

A very short note will suffice.

K 1165-2

If the Transferor or Transferee signs by a mark, the attestation must state "that the instrument was read over and explained to him, and that he appeared fully to understand the same."

Execution in New South Wales may be proved if the instrument is signed by the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 108 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident—

(a) in any part of the British Colonies outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part of the State of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part, or a British Consular Officer or Australian Consular Officer exercising his functions in that part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent and includes a person appointed to hold or act in the office of Counsellor, Official Secretary or Assistant Official Secretary at the Australian Commissioner's Office in Singapore or of Secretary at the Australian Military Mission in Berlin or of Agent General in London of the State of New South Wales or of Secretary, N.S.W. Government Offices, London), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof before one of such persons (who should sign and affix his seal to such declaration), or such other person as the said Chief Justice may appoint.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

To be signed by Registrar-General, Deputy Registrar-General, a Notary Public, J.P., Commissioner for Affidavits, or other functionary before whom the attesting witness appears. Not required if the instrument itself be signed or acknowledged before one of these parties.

Signed at Sydney the 17th day of October 1965.  
The Common Seal of the COMMISSIONER FOR RAILWAYS hath been hereunto duly affixed in the presence of:  
**WHO IS PERSONALLY KNOWN TO ME**

for Moore  
Secretary for Railways  
CORRECT  
Atty. Gen. Solicitor for Railways

17th day of October 1965.

Transferor.\*

Accepted, and I hereby certify this Transfer to be correct for the purposes of the Real Property Act.

Signed in my presence by the transferee

**WHO IS PERSONALLY KNOWN TO ME**

The Common Seal of the Maritime Services Board of New South Wales was hereunto duly affixed in pursuance of a resolution of the Board and in the presence of the Commissioners whose signatures are set opposite hereto and

Secretary  
6 October 1965

Transferee(s)

### MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. \_\_\_\_\_ Miscellaneous Register under the authority of which he has just executed the within transfer.\*

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_  
Signed in the presence of— \_\_\_\_\_

### CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.\*

Appeared before me at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand \_\_\_\_\_ and \_\_\_\_\_  
the attesting witness to this instrument  
and declared that he personally knew \_\_\_\_\_ the person  
signing the same, and whose signature thereto he has attested; and that the name purporting to be such  
signature of the said \_\_\_\_\_ is \_\_\_\_\_ own handwriting, and  
that he was of sound mind and freely and voluntarily signed the same.

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the Memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument it does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must appear personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.

**K 554665**  
 No. \_\_\_\_\_

**LODGED BY** M. DUNNE, Solicitor for the  
 Maritime Services Board of New South Wales,  
 Circular Quay West, Sydney.  
 Telephone BO 545 extension 305.

**FEES.**

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 10s. 0d. where the memorandum of transfer is accompanied by the relevant Certificates of Title or Crown Grants, otherwise £3. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of £1 is made in each of the following:—  
 (i) Where a restrictive covenant is imposed; or  
 (ii) A new easement is created; or  
 (iii) A partial discharge of mortgage is endorsed on the transfer.

**DOCUMENTS LODGED HEREWITH.**

To be filled in by person lodging dealing.

1 H CT 7  
 2 1 CT produced  
 3 \_\_\_\_\_  
 4 \_\_\_\_\_  
 5 \_\_\_\_\_  
 6 \_\_\_\_\_

Received Docs.  
 Nos.  
 Receiving Clerk.  
*NH*

**PARTIAL DISCHARGE OF MORTGAGE.**  
 (N.B.—Before execution read marginal note.)

I, \_\_\_\_\_ mortgagee under Mortgage No. \_\_\_\_\_  
 release and discharge the land comprised in the within transfer from such mortgage and all claims  
 thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised  
 in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land in the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
 Signed in my presence by \_\_\_\_\_

who is personally known to me. \_\_\_\_\_ Mortgagee.

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

INDEXED <i>X</i>	MEMORANDUM OF TRANSFER <i>and grant of Right of Easement</i>
Checked by <i>BGP</i>	Particulars entered in Register Book.
Passed (in S.D.B.) by <i>12-4-67</i>	on <i>20-4-1967</i>
Signed by <i>Jawatson</i>	at <i>12 noon</i> <i>Jawatson</i> Registrar General.

**PROGRESS RECORD.**

	Initials.	Date.
Sent to Survey Branch		
Received from Recorder		
Draft written		
Draft examined		
Diagram prepared		
Diagram examined		
Draft forwarded		
Supt. of Engrs. assess		
Cancellation Clerk		
Vol.		Fol.

K 1165



**SOUTH WALES**

## MEMORANDUM OF TRANSFER

(REAL PROPERTY ACT 1900)

CS 12626

County	Parish	State if whole or part	Vol.	Fol.
Cumberland	Concord	PART	4553	104

being the lands delineated on the Plan hereunto annexed marked "A" by red edging such lands being hinterland only and without any water frontage or right of access to the waters of Homebush Bay or Wentworth Bay.

TOGETHER WITH full and free right and liberty (subject as hereinafter mentioned) for the Transferee his successors and assigns and his or their servants and workmen and all other persons authorised by him or them (in common nevertheless with the Transferrer his successors and assigns and all other persons having a like right) at all times hereafter by night or day with or without horses carts carriages motors or other vehicles of any description for all purposes whatsoever connected with the use and enjoyment of the lands hereby transferred to enter upon go return pass and repass along over and upon ALL THAT piece of land situate as aforesaid and being a further part of the land comprised in the said Certificate of Title registered volume 4553 Folio 104 and delineated by red edging on the Plan hereunto annexed marked "B" PROVIDED AND IT IS HEREBY AGREED AND DECLARED that -

- (1) such easements and rights so granted shall not affect or prejudice the use for any purpose at all times hereafter by the Transferor his successors and assigns and his or their servants and workmen and all persons authorised by him or them of the said land delineated by red edging and in particular the use of the land delineated by blue edging on the said Plan marked "B" and the trolley lines thereon for the purposes of access and of transporting goods and merchandise with or without horses carts motors or any vehicles and for purposes connected therewith
- (2) the Transferor his successors and assigns shall be under no obligation or liability whatsoever with respect to the condition of the said land shown by red edging on the said Plan marked "B" or to the construction maintenance or repair of such land or any road or way thereon

BUT EXCEPTING out of the land hereby transferred and EXCLUDING therefrom -

- (1) the three parcels of land containing respectively ~~about~~ Two and three quarters perches and Four and three quarters perches and Thirteen perches each of which is delineated on the said Plan hereunto annexed marked "A" by black circles edging, and
- (2) the mines and deposits which were excepted from Notice of Resumption Number ~~10000, 10001, 10002, 10003, 10004, 10005, 10006, 10007, 10008, 10009, 10010, 10011, 10012, 10013, 10014, 10015, 10016, 10017, 10018, 10019, 10020, 10021, 10022, 10023, 10024, 10025, 10026, 10027, 10028, 10029, 10030, 10031, 10032, 10033, 10034, 10035, 10036, 10037, 10038, 10039, 10040, 10041, 10042, 10043, 10044, 10045, 10046, 10047, 10048, 10049, 10050, 10051, 10052, 10053, 10054, 10055, 10056, 10057, 10058, 10059, 10060, 10061, 10062, 10063, 10064, 10065, 10066, 10067, 10068, 10069, 10070, 10071, 10072, 10073, 10074, 10075, 10076, 10077, 10078, 10079, 10080, 10081, 10082, 10083, 10084, 10085, 10086, 10087, 10088, 10089, 10090, 10091, 10092, 10093, 10094, 10095, 10096, 10097, 10098, 10099, 10100, 10101, 10102, 10103, 10104, 10105, 10106, 10107, 10108, 10109, 10110, 10111, 10112, 10113, 10114, 10115, 10116, 10117, 10118, 10119, 10120, 10121, 10122, 10123, 10124, 10125, 10126, 10127, 10128, 10129, 10130, 10131, 10132, 10133, 10134, 10135, 10136, 10137, 10138, 10139, 10140, 10141, 10142, 10143, 10144, 10145, 10146, 10147, 10148, 10149, 10150, 10151, 10152, 10153, 10154, 10155, 10156, 10157, 10158, 10159, 10160, 10161, 10162, 10163, 10164, 10165, 10166, 10167, 10168, 10169, 10170, 10171, 10172, 10173, 10174, 10175, 10176, 10177, 10178, 10179, 10180, 10181, 10182, 10183, 10184, 10185, 10186, 10187, 10188, 10189, 10190, 10191, 10192, 10193, 10194, 10195, 10196, 10197, 10198, 10199, 10200, 10201, 10202, 10203, 10204, 10205, 10206, 10207, 10208, 10209, 10210, 10211, 10212, 10213, 10214, 10215, 10216, 10217, 10218, 10219, 10220, 10221, 10222, 10223, 10224, 10225, 10226, 10227, 10228, 10229, 10230, 10231, 10232, 10233, 10234, 10235, 10236, 10237, 10238, 10239, 10240, 10241, 10242, 10243, 10244, 10245, 10246, 10247, 10248, 10249, 10250, 10251, 10252, 10253, 10254, 10255, 10256, 10257, 10258, 10259, 10260, 10261, 10262, 10263, 10264, 10265, 10266, 10267, 10268, 10269, 10270, 10271, 10272, 10273, 10274, 10275, 10276, 10277, 10278, 10279, 10280, 10281, 10282, 10283, 10284, 10285, 10286, 10287, 10288, 10289, 10290, 10291, 10292, 10293, 10294, 10295, 10296, 10297, 10298, 10299, 10300, 10301, 10302, 10303, 10304, 10305, 10306, 10307, 10308, 10309, 10310, 10311, 10312, 10313, 10314, 10315, 10316, 10317, 10318, 10319, 10320, 10321, 10322, 10323, 10324, 10325, 10326, 10327, 10328, 10329, 10330, 10331, 10332, 10333, 10334, 10335, 10336, 10337, 10338, 10339, 10340, 10341, 10342, 10343, 10344, 10345, 10346, 10347, 10348, 10349, 10350, 10351, 10352, 10353, 10354, 10355, 10356, 10357, 10358, 10359, 10360, 10361, 10362, 10363, 10364, 10365, 10366, 10367, 10368, 10369, 10370, 10371, 10372, 10373, 10374, 10375, 10376, 10377, 10378, 10379, 10380, 10381, 10382, 10383, 10384, 10385, 10386, 10387, 10388, 10389, 10390, 10391, 10392, 10393, 10394, 10395, 10396, 10397, 10398, 10399, 10400, 10401, 10402, 10403, 10404, 10405, 10406, 10407, 10408, 10409, 10410, 10411, 10412, 10413, 10414, 10415, 10416, 10417, 10418, 10419, 10420, 10421, 10422, 10423, 10424, 10425, 10426, 10427, 10428, 10429, 10430, 10431, 10432, 10433, 10434, 10435, 10436, 10437, 10438, 10439, 10440, 10441, 10442, 10443, 10444, 10445, 10446, 10447, 10448, 10449, 10450, 10451, 10452, 10453, 10454, 10455, 10456, 10457, 10458, 10459, 10460, 10461, 10462, 10463, 10464, 10465, 10466, 10467, 10468, 10469, 10470, 10471, 10472, 10473, 10474, 10475, 10476, 10477, 10478, 10479, 10480, 10481, 10482, 10483, 10484, 10485, 10486, 10487, 10488, 10489, 10490, 10491, 10492, 10493, 10494, 10495, 10496, 10497, 10498, 10499, 10500, 10501, 10502, 10503, 10504, 10505, 10506, 10507, 10508, 10509, 10510, 10511, 10512, 10513, 10514, 10515, 10516, 10517, 10518, 10519, 10520, 10521, 10522, 10523, 10524, 10525, 10526, 10527, 10528, 10529, 10530, 10531, 10532, 10533, 10534, 10535, 10536, 10537, 10538, 10539, 10540, 10541, 10542, 10543, 10544, 10545, 10546, 10547, 10548, 10549, 10550, 10551, 10552, 10553, 10554, 10555, 10556, 10557, 10558, 10559, 10560, 10561, 10562, 10563, 10564, 10565, 10566, 10567, 10568, 10569, 10570, 10571, 10572,~~

\* Copy of plan filed as 215U-0 (4)

Orig place: Okla. - Indian Territory



- (5) the lines of pipes for conveyance of water constructed and laid in and upon the lands delineated by neutral color by neutral hatching and by brown hatching on the Plan annexed hereto marked "F" and all equipment fittings and appliances connected with the said lines of pipes, and
- (6) the electric transmission lines constructed and laid in and upon the lands delineated by neutral color by neutral hatching and by brown hatching on the said Plan annexed hereto marked "F" and all poles wires fittings and appliances connected with the said electric transmission lines, and
- (7) the electric transmission lines constructed and laid in and upon the lands delineated by red hatching on the Plan marked "A2" annexed to Transfer from the Transferor to The Sydney County Council for easements for electric transmission lines and other purposes and all structures poles cables wires guys fittings and appliances connected with the said electric transmission lines, and
- (8) the lines of pipes for the conveyance of water constructed and laid in and upon the lands delineated by green color on the Plan marked "A4" annexed to Transfer from the Transferor to the Metropolitan Water Sewerage and Drainage Board for easements for water pipes and other purposes and all fittings and appliances connected with the said lines of pipes, and
- (9) the lines of sewerage pipes constructed and laid in and upon the lands delineated by yellow color on the Plan marked "A5" annexed to Transfer from the Transferor to the Metropolitan Water Sewerage and Drainage Board for sewerage pipes and other purposes and all fittings traps ventilators and appliances connected with the said lines of sewerage pipes, and
- (10) the two transformers erected in connection with the supply of electricity by The Sydney County Council in the sub-station upon land which is part of the land hereby transferred

of land delineated by blue color on the Plan annexed hereto marked "A" AND ALSO for the purpose aforesaid to construct erect instal and lay use and maintain in upon and under the said lands any structures poles cables fittings or wires in substitution for or in duplication of or in addition to the said lines of structures poles cables fittings and wires and all necessary guys and appliances AND ALSO from time to time to inspect the condition of and amend and repair the said telephone lines and all structures poles cables wires guys fittings and appliances hereinbefore referred to AND for the purposes aforesaid or any of them at all times to enter upon go return pass and repass through along and over the said lands with or without surveyors servants workmen and other persons horses carts waggons motors and any vehicles and appliances and to make all necessary excavations in or under the said lands

AND ALSO RESERVING to the Transferror his successors and assigns FULL AND FREE right and liberty for the Transferror his successors and assigns and his and their surveyors servants workmen and all other persons authorised by him or them (in common nevertheless with the Transferee his successors and assigns and all other persons having a like right) at all times hereafter by night or day with or without horses carts carriages motors or other vehicles of any description for all purposes whatsoever (including all purposes connected with the use and enjoyment of that portion of the residue of the land comprised in the said Certificate of Title which adjoins the land hereby transferred on the south, south east and south west and any and every part thereof and of the three several portions of land excepted from this Transfer and delineated by black circles edging respectively on the said Plan annexed hereto marked "A" and of the easements and rights reserved to the Transferror his successors and assigns by this Memorandum of Transfer) to enter upon go return pass and repass along over and upon ALL THOSE pieces of land delineated by brown color on the Plan hereunto annexed marked "G"

AND ALSO RESERVING to the Transferror his successors and assigns as appurtenant to the land delineated on the Plan hereunto annexed marked "C" by red hatching FULL AND FREE right and liberty for the Transferror his successors and assigns at all times hereafter to project and maintain the eaves and guttering (together with down pipes in connection therewith) of the premises at present erected on the said land delineated on the Plan hereunto annexed marked "C" by red hatching over and upon ALL THAT piece of land situate as aforesaid being part of the land comprised in the said certificate of Title registered volume 4553 folio 104 delineated on the Plan annexed hereto marked "D" by yellow hatching and to discharge upon such land water passing from the said premises into and along the said guttering and down pipes AND ALSO to construct erect instal use and maintain over and upon the said land delineated on the said Plan annexed hereto marked "D" by yellow hatching any eaves and guttering and down pipes in connection therewith in substitution for or in duplication of or in addition to the eaves and guttering and down pipes at present overhanging the same and to discharge upon the said land shewn by yellow hatching water passing from the premises erected upon the said lands shown on the said Plan marked "C" by red hatching into and along the said guttering and down pipes for the time being constructed and installed AND ALSO from time to time to inspect the condition of and paint amend and repair all eaves and guttering and down pipes hereinbefore referred to AND for the purposes aforesaid or any of them at all times to enter upon go return pass and repass through along and over the said land delineated on the said Plan hereto annexed marked "D" by yellow hatching with or without surveyors servants workmen and other persons and any materials and appliances

AND ALSO RESERVING to the Transferror his successors and assigns FULL AND FREE right and liberty for the Transferror his successors and assigns at all times hereafter (but subject to the easements and rights for electric transmission line and other purposes granted by the Transferror to The Sydney County Council by Instrument of Transfer referred to in the Statement of Encumbrances Liens and Interests hereunder) TO CONSTRUCT erect instal lay use and maintain in and upon ALL THOSE pieces of land situate as aforesaid being part of the land comprised in the said Certificate of Title registered volume 4553 folio 104 delineated by red hatching on the Plan marked "A2" annexed to the said Instrument of Transfer from the Transferror to The Sydney County Council of easements and rights for the purpose of the transmission of electrical energy ANY STRUCTURES poles cables fittings and wires and all necessary guys and appliances AND ALSO for the purpose aforesaid to use and maintain in and upon such lands the structures poles cables fittings and wires at present therein and thereon (but subject to the consent of The Sydney County Council its successors or assigns until such time as the easements and rights granted to such Council its successors and assigns by such Instrument of Transfer shall have ceased or determined) AND ALSO from time to time to inspect the condition of and amend and repair all structures poles cables wires guys fittings and appliances hereinbefore referred to AND for the purposes aforesaid or any of them at all times to enter upon go return pass and repass through along and over the said lands with or without surveyors servants workmen and other persons horses carts waggons motors and any vehicles materials and appliances and

C512626

to make all necessary excavations in or under the said lands

AND ALSO SUBJECT to the encumbrances liens and interest hereunder mentioned.

ENCUMBRANCES ETC. REFERRED TO

The easements and rights granted by the following Instruments

- (1) Instrument of Transfer, dated the <sup>17/4/1936</sup> ~~fourteenth~~ day of February 1936 from the Transferor to the Commissioner for Railways in respect of the land delineated by brown edging on the said Plan marked "A1" annexed to such Transfer. ✓
- (2) Instrument of Transfer, dated the <sup>17/4/1936</sup> ~~fourteenth~~ day of February 1936 from the Transferor to the Sydney County Council for electric Transmission line and other purposes, in respect of the land delineated by red hatching on the Plan marked "A2" annexed to such Transfer. ✓
- (3) Instrument of Transfer, dated the <sup>17/4/1936</sup> ~~fourteenth~~ day of February 1936 from the Transferor to the Sydney County Council for right of way and other purposes in respect of the land delineated by green hatching on the Plan marked "A3" annexed to such Transfer (a copy of which Plan marked "A3" is hereto annexed). ✓
- (4) Instrument of Transfer, dated the <sup>17/4/1936</sup> ~~fourteenth~~ day of February 1936 from the Transferor to the Metropolitan Water Sewerage and Drainage Board for water pipes and other purposes in respect of the land delineated by green colour on the said Plan marked "A4" annexed to such Transfer. ✓
- (5) Instrument of Transfer, dated the <sup>17/4/1936</sup> ~~fourteenth~~ day of February 1936 from the Transferor to the Metropolitan Water Sewerage and Drainage Board for sewerage pipes and other purposes in respect of the land delineated by yellow colour on the said Plan marked "A5" annexed to such Transfer. ✓
- (6) Instrument of Transfer, dated the <sup>17/4/1936</sup> ~~fourteenth~~ day of February 1936 from the Transferor to the Metropolitan Water Sewerage and Drainage Board for right of way and other purposes in respect of the land delineated by green edging on the Plan marked "A6" annexed to such Transfer (a copy of which Plan marked "A6" is hereto annexed). ✓

SIGNED at Sydney the 24<sup>th</sup> day of February 1936.

THE COMMON SEAL of THE  
METROPOLITAN MEAT INDUSTRY  
COMMISSIONER was hereto duly  
affixed this 24<sup>th</sup> day  
of February One thousand  
nine hundred and thirty-six  
by JOSEPH MERRETT the Commis-  
sioner appointed in pursuance  
of the Meat Industry (Amend-  
ment) Act 1932 and in the  
presence of:

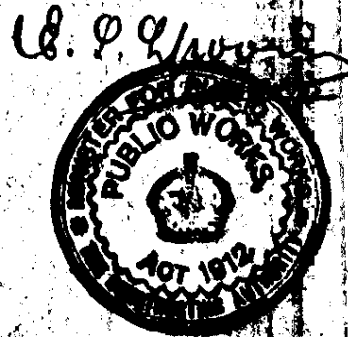
*Secretary and Treasurer*

*The Official Seal of the  
Minister for Public Works  
was hereunto affixed in the  
presence of*

*H. E. Smith*

Transferor

ACCEPTED and I hereby certify this  
Transfer to be correct for the  
purposes of the Real Property Act.



For Plans see Paper ~~C#13400~~ *C#13400*  
Copies of plans filed at 21510-1 (L) *C#13400*  
Original Plans filed in Vault  
Original? *C#13262*

N<sup>o</sup> C 5012626

Memorandum of Transfer  
of 91A 3A 18 1/2 P  
Pt. No. 238 (PS)

Mun. of Lidcombe  
Pt. of Concord  
Co. of Cumberland  
(Together with and retaining  
encumbrances)

Lodged by.  
Miss Crampton Ashby  
Solicitor  
Sydney.

Certified office  
produced by  
Crown Solicitor  
D.C.D. 20/4/6.

The Minister for Public Works (1/6/6)

Particulars entered in Register Book  
Vol 4553 Fol 104 the 9<sup>th</sup> day of March  
1937 at 12 o'clock noon.

By W. H. H. H.  
Registrar General



CHM  
1 MAR 1937  
one

	DATE	INITIALS
SENT TO SURVEY BRANCH		
RECEIVED FROM RECORDS		
DRAFT WRITTEN	28	23/2/37
DRAFT EXAMINED	28	23/2/37
DRAFT COMPLETE	28	23/2/37
DRAFT EXAMINED	28	23/2/37
DRAFT FORWARDED	28	23/2/37
DRAFT OF ENCLOSURES	28	23/2/37
CANCELLATIONS CLERK		

4839

145

DEAD END FOLLOW

Fees: — £ 2 10  
 Judgment 41 1065  
 Endorsement :  
 Certificate :



**New South Wales**

(REAL PROPERTY ACT, 1900.)

Encl. 20. 10. 1850  
17. 1. 1851

ing or handwriting in this document should not extend any margin. Handwriting should be clear and legible and permanent black non-copying

9 OCT 1964

(herein called transferor)  
being registered as the proprietor of an estate in fee simple in the land hereinafter described, subject, however, to such encumbrances, liens and interests as are notified hereunder, in consideration of  
One Pound

(£1. 0. 0. ) (the receipt whereof is hereby acknowledged) paid to it by  
THE MARITIME SERVICES BOARD OF NEW SOUTH WALES a body corporate constituted  
under the Maritime Services Act, 1935-1960 and having its principal  
office at Circular Quay West, Sydney

and grant  
do hereby transfer to

THE MARITIME SERVICES BOARD OF NEW SOUTH WALES  
of CIRCULAR QUAY WEST, SYDNEY

... (herein called transferee)

out of  
ALL such its Estate and Interest in ALL THE land mentioned in the schedule following:—

the description may refer to  
plots shown in Town or Parish  
maps issued by the Department  
Lands or shown in plans filed  
in the Office of the Registrar  
General. If part only of the  
land comprised in a Certificate  
Certificates of Title is to be  
transferred add "and being Lot  
sec. D.P. " or "being  
the land shown in the plan  
annexed hereto" or "being the  
share of the land in certificate  
(grant) registered Vol.

here the consent of the Local Council to a subdivision is required the certificate and plan mentioned in the Local Government Act, 1919, should accompany the transfer.

DONT PHOTO THIS PAGE

x new 9857 <sup>1 254</sup> ~~22-78~~ do to put

And the transferee covenant(s) with the transferor:-

not under  
act

d Strike out if unnecessary,  
suitably adjust,

- (i) if any easements are  
to be created or any ex-  
ceptions to be made; or
- (ii) if the statutory cov-  
enants implied by the  
are intended to be varied  
or modified.

Covenants should comply with  
the provisions of Section 8 of  
the Conveyancing Act, 19  
1954.

as appurtenant to the lands of the Transferee comprised in  
Certificates of Title registered Volume 7160 Folio 34 \*  
Volume 9038 Folio 250 Volume 5018 Folio 1 and Volume 8416  
Folio 145, Lots 1, 2, (3), 4 and 5 shown on Deposited Plan  
No. 221477 and areas of 2 acres 1 rood 22 perches and 6  
acres 2 roods 12 perches respectively which areas were  
vested in the Transferee by proclamation in the Government  
Gazette No. 44 of 11th May, 1962, a right of carriage way  
as defined in Part 1 of Schedule VIII to the Conveyancing  
Act 1919 (as amended) PROVIDED that the Transferee may :-

- (a) reconstruct or cause to be reconstructed within the  
servient tenement to a width not exceeding sixty six  
(66) feet having provision for a carriage way at least  
twenty four (24) feet wide the road now existing within  
the servient tenement,
- (b) construct or cause to be constructed within the servient  
tenement over the creek at the boundary between the  
Municipalities of Auburn and Strathfield a new bridge  
having a carriage way at least twenty four (24) feet  
wide and a footway on each side thereof; and shall
- (c) at all times during the continuance of the rights hereby  
granted maintain or cause to be maintained the said road  
and bridge in a safe and trafficable condition and state  
of repair,

AND PROVIDED FURTHER that the right of carriage way hereby granted  
may be exercised and enjoyed by the Transferee and all others the  
owners or occupiers for the time being of the said lands to which  
this easement is appurtenant or any part or parts of such lands and  
all persons or bodies authorised by such transferee owners or  
occupiers so to do in common with the Transferor and all others now  
or hereafter authorised by the Transferor in that behalf.

205/2/8 - 20  
218 - 250 ✓  
46/145 ✓

INITIAL

ENCUMBRANCES, &c., REFERRED TO:-

Right of way granted by Transfer No. C.512626

\* A very short note will suffice.

K 1165-2

as appurtenant to the lands of the Transferee comprising the residue of land in Certificate of Title Volume 7160 Folio 34 after exclusion of Deposited Plan 221477, the lands in Certificates of Title Volume 8416 Folio 145 and Volume 9038 Folio 250, lots 1,2,6,7,8 and 10 on Deposited Plan 221477 being the lands in Certificates of Title Volume 9857 Folios 73,74,75,76,77 and 78 respectively, lots 3,4 and 5 on Deposited Plan 221477 being the lands in Conveyance No. 500 Book 2730, and that part of the land in Certificate of Title Volume 53018 Folio 1 at Homebush Bay and Parramatta River generally to the south and west of the following boundaries :- Commencing at the north-western corner of Portion 119, Parish of Concord, thence bearing north-west 200 feet, thence northerly to a point being the prolongation 200 feet south-easterly of the south-western side of Burroway Road, Municipality of Auburn, thence north-easterly and generally westerly by a line 200 feet from and parallel to the sea wall of the Homebush Bay Reclamation as existing at the date of this transfer to the northerly prolongation of the western boundary of lot 1 on Deposited Plan 515561, and thence by that prolongation southerly to high water mark on the sea wall of the Homebush Bay Reclamation, exclusive of the former beds of Powells and Haslams Creeks which were withdrawn from the Transferee by proclamations in Government Gazettes of 17th January, 1941 and 26th September, 1941 respectively but inclusive of the portion of the former bed of Powells Creek within the area of 6 acres 2 roods 12 perches vested in the Transferee by proclamation in Government Gazette No. 44 of 11th May, 1962, all as shown upon a plan annexed hereto and marked "A", And also as appurtenant to the part of the area of 6 acres 2 roods 12 perches abovementioned contained within Portion 119, Parish of Concord, and to the area of 7 acres 1 rood 22 perches vested in the Transferee by proclamation in Government Gazette of 11th May, 1962 abovementioned being part of Portion 119, Parish of Concord, such parts of Portion 119 abovementioned being land for which no Crown Grant has issued, a right of carriage way as defined in Part 1 of Schedule VIII to the Conveyancing Act 1919 (as amended) PROVIDED that the Transferee may :-


- (a) reconstruct or cause to be reconstructed within the servient tenement to a width not exceeding sixty six (66) feet having provision for a carriage way at least twenty four (24) feet wide the road now existing within the servient tenement,
- (b) construct or cause to be constructed within the servient tenement over the creek at the boundary between the Municipalities of Auburn and Strathfield a new bridge having a carriage way at least twenty four (24) feet wide and a footway on each side thereof; and shall
- (c) at all times during the continuance of the rights hereby granted maintain or cause to be maintained the said road and bridge in a safe and trafficable condition and state of repair,

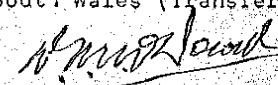
AND PROVIDED FURTHER that the right of carriage way hereby granted may be exercised and enjoyed by the Transferee and all others the owners or occupiers for the time being of the said lands to which this easement is appurtenant or any part or parts of such lands and all persons or bodies authorised by such transferee owners or occupiers so to do in common with the Transferor and all others now or hereafter authorised by the Transferor in that behalf.

ENCUMBRANCES, &c., REFERRED TO.

Right of way granted by Transfer No. C.512626

This is the second page of Memorandum of Transfer dated the 14th day of January 1965 made between The Metropolitan Meat Industry Board (Transferor) and The Maritime Services Board of New South Wales (Transferee)

  
Secretary and Treasurer,  
The Metropolitan Meat  
Industry Board.

  
Secretary,  
The Maritime Services Board  
of New South Wales.





LODGE WITH DEALING

Scale: 400 feet to an inch



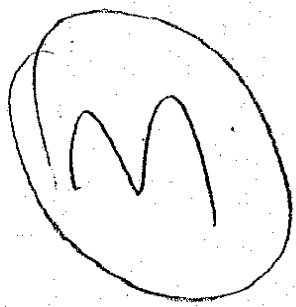
25/2/22

9

St John 1581.5

BAY

HOMEBUSH



Depth 120' 14"

Access Area  
14' 0" Wide

1010

PROPOSED

RENEWAL

Proposed and  
Common  
Loading

ROAD

Discharge  
Area

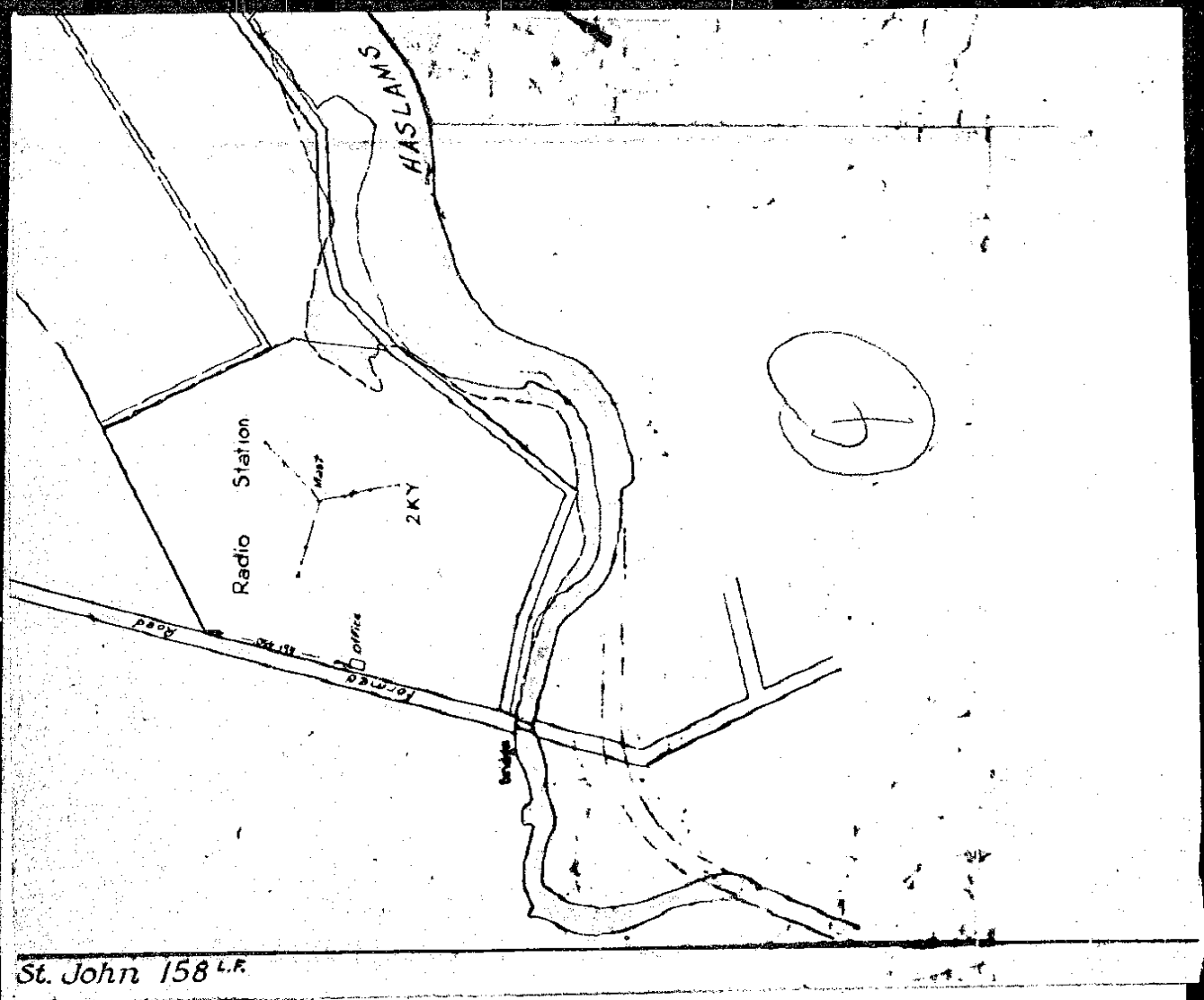
Commonwealth  
Property

NEWINGTON



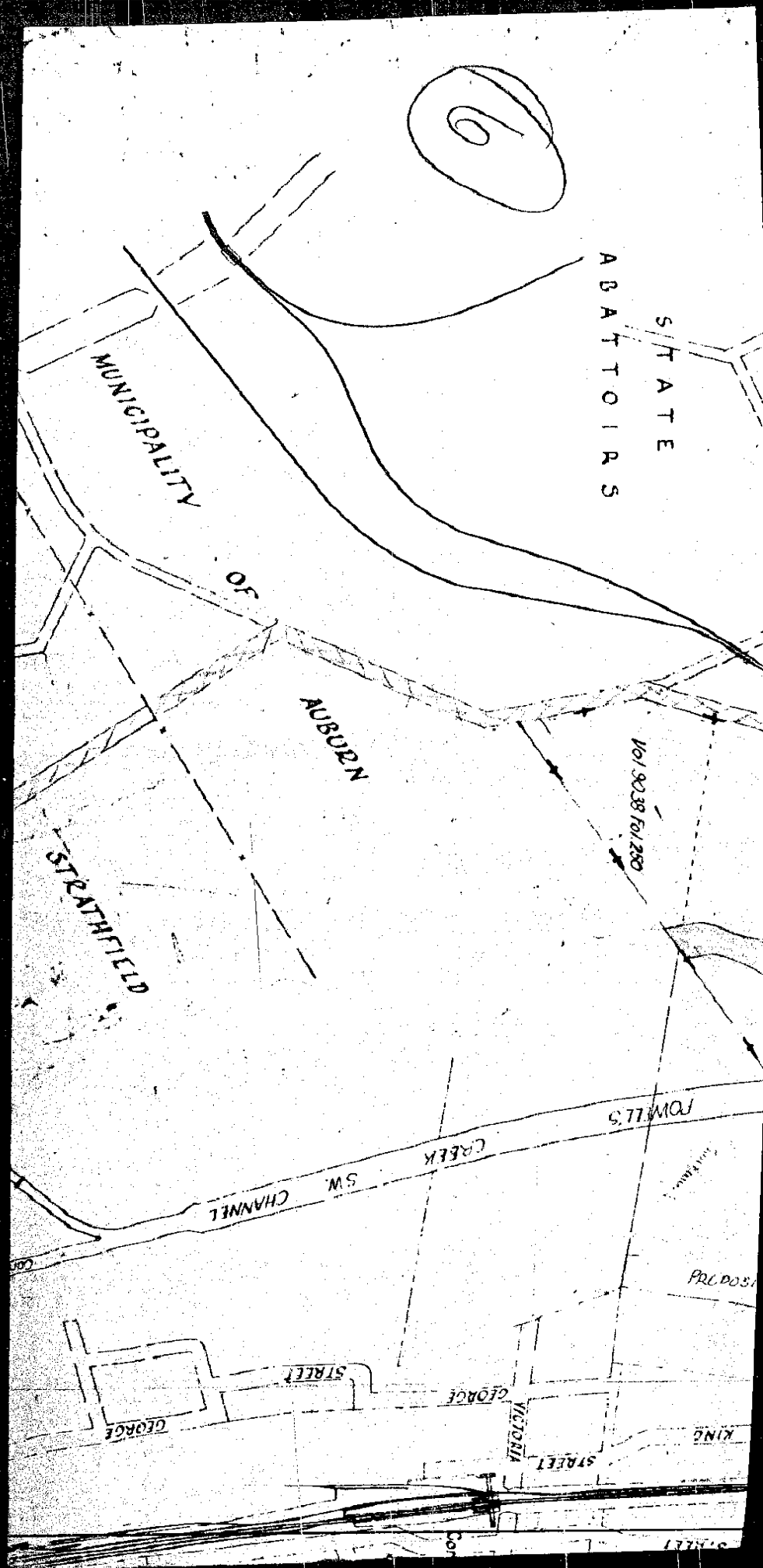
MAGAZINE

*Commonwealth  
Property*



St. John 158 L.R.





2

Scale: AND feet to an inch



If the (Transferor or Transferee signs by a mark, the attestation must state that the instrument was read over and explained to him, and that he appeared fully to understand the same."

recognition in New South Wales may be proved if this statement is signed or acknowledged before the Registrar-General, or Deputy Registrar-General, or a Notary Public, a J.P., or a Commissioner for Affidavits, to whom the Transferor is known, otherwise the attesting witness should appear before one of the above functionaries who having received an affirmative answer to each of the questions set out in Sec. 139 (1) (b) of the Real Property Act should sign the certificate at the foot of this page.

Execution may be proved where the parties are resident:-

(a) in any part of the British dominions outside the State of New South Wales by signing or acknowledging before the Registrar-General or Recorder of Titles of such Possession, or before any Judge, Notary Public, Justice of the Peace for New South Wales, or Commissioner for taking affidavits for New South Wales, or Mayor or Chief Officer of any municipal or local government corporation of such part, or Justice of the Peace for such part, or the Governor, Government Resident, or Chief Secretary of such part or such other person as the Chief Justice of New South Wales may appoint.

(b) in the United Kingdom by signing or acknowledging before the Mayor or Chief Officer of any corporation or a Notary Public.

(c) in any foreign place by signing or acknowledging before (i) a British Consular Officer (which includes a British Ambassador, Envoy, Minister, Chargé d'Affaires, Secretary of Embassy or Legation, Consul-General, Acting Consul-General, Consul, Acting Consul, Vice-Consul, Acting Vice-Consul, Pro-Consul, Consular Agent and Acting Consular Agent), (ii) an Australian Consular Officer (which includes an Ambassador, High Commissioner, Minister, Head of Mission, Commissioner, Chargé d'Affaires, Counsellor or Secretary at an Embassy, High Commissioner's Office or Legation, Consul-General, Consul, Vice-Consul, Trade Commissioner and Consular Agent), who should affix his seal of office, or the attesting witness may make a declaration of the due execution thereof. One of such persons should sign and affix seal to such declaration, such other person as the said Chief Justice may appoint.

Strike out unnecessary words. Add any other matter necessary to show that the power is effective.

Executed  
Signed at

Signed in my presence by the transferor

WHO IS PERSONALLY KNOWN TO ME

The Common Seal of THE  
METROPOLITAN MEAT INDUSTRY BOARD  
was duly affixed hereunto in presence of

*[Signature]*  
Secretary and Treasurer.

the fourteenth day of January 1965.

Transferor.\*

The Common Seal of the Maritime Services  
Board of New South Wales was hereunto

affixed in pursuance of a resolution of  
the Board and in the presence of the  
Commissioners whose signatures are set  
opposite hereto and

*[Signature]*  
Secretary

Accepted, and I hereby certify this Transfer to be correct  
for the purposes of the Real Property Act.

*[Signature]*

*[Signature]*  
Registrar-General

## MEMORANDUM AS TO NON-REVOCATION OF POWER OF ATTORNEY.

(To be signed at the time of executing the within instrument.)

Memorandum where by the undersigned states that he has no notice of the revocation of the Power of Attorney registered No. \_\_\_\_\_ Miscellaneous Register under the authority of which he has just executed the within transfer.

Signed at \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_  
Signed in the presence of—

## CERTIFICATE OF J.P., &c., TAKING DECLARATION OF ATTESTING WITNESS.\*

Appeared before me at \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand \_\_\_\_\_  
nine hundred and \_\_\_\_\_ the attesting witness to this instrument  
and declared that he personally knew \_\_\_\_\_ the person  
signing the same, and whose signature thereto he has attested; and that the name purporting to be such  
signature of the said \_\_\_\_\_ is \_\_\_\_\_ own handwriting, and  
that he was of sound mind and freely and voluntarily signed the same.

\* If signed by virtue of any power of attorney, the original power must be registered in the Miscellaneous Register, and produced with each dealing, and the memorandum of non-revocation on back of form signed by the attorney before a witness.

† N.B.—Section 117 requires that the above Certificate be signed by each Transferee or his Solicitor or Conveyancer, and renders any person falsely or negligently certifying liable to a penalty of £50; also to damages recoverable by parties injured. Acceptance by the Solicitor or Conveyancer (who must sign his own name, and not that of his firm) is permitted only when the signature of the Transferee cannot be obtained without difficulty, and when the instrument does not impose a liability on the party taking under it. When the instrument contains some special covenant by the Transferee or is subject to a mortgage, encumbrance or lease, the Transferee must accept personally.

No alterations should be made by erasure. The words rejected should be scored through with the pen, and those substituted written over them, the alteration being verified by signature or initials in the margin, or noticed in the attestation.



No. **J 886626**

LODGED BY M. DUNNE, Solicitor for The  
Maritime Services Board of New South Wales,  
Circular Quay West, Sydney  
 Tel. B0545 ext. 305

# FEEs.

The Fees, which are payable on lodgment, are as follows:—

- (a) £2 where the memorandum of transfer is accompanied by the relevant Certificate of Title or Crown Grant, otherwise £2 5s. 0d. Where such instrument is to be endorsed on more than one folium of the register, an additional charge of 5s. is made for every Certificate of Title or Crown Grant after the first.
- (b) A supplementary charge of 10s. is made in each of the following—
  - (i) where a restrictive covenant is imposed; or
  - (ii) a new easement is created; or
  - (iii) a partial discharge of mortgage is endorsed on the transfer.
- (c) Where a new Certificate of Title must issue the scale charges are—
  - (i) £2 for every Certificate of Title not exceeding 15 folios and without diagram;
  - (ii) £2 10s. 0d. for every Certificate of Title not exceeding 15 folios with one simple diagram;
  - (iii) as approved where more than one simple diagram, or an extensive diagram will appear.Where the engrossing exceeds 15 folios, an amount of 5s. per folium, extra fee is payable.

# DOCUMENTS LODGED HEREWITH.

To be filled in by person lodging dealing.

1 \_\_\_\_\_  
 2 3 Received Docs.  
 3 9038-250 Nos.  
9857-78 Receiving Clerk.  
8416-145

# PARTIAL DISCHARGE OF MORTGAGE.

(N.B.—Before execution read marginal note.)

I, \_\_\_\_\_ mortgagee under Mortgage No. \_\_\_\_\_  
 release and discharge the land comprised in the within transfer from such mortgage and all claims thereunder but without prejudice to my rights and remedies as regards the balance of the land comprised in such mortgage.

This discharge is appropriate to a transfer of part of the land in the Mortgage. The mortgagee should execute a formal discharge where the land transferred is the whole of or the residue of the land the Certificate of Title or Crown Grant or is the whole of the land in the mortgage.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_  
 Signed in my presence by \_\_\_\_\_

who is personally known to me.

Mortgagee.

INDEXED	MEMORANDUM OF TRANSFER <i>and grant of Right of Carriageway.</i>
Checked by	Particulars entered in Register Books as per <i>Block marked 7</i> Volume _____ Folio _____
Passed (in S.D.B.) by	<i>25/10/65</i> the <u>7<sup>th</sup></u> day of <u>January</u> 19 <u>66</u> at _____ minutes past <u>10</u> o'clock in the <u>fore</u> noon.
Signed by	<i>ggg</i> <i>Jawatson</i> Registrar-General.

Vol. 6129	Fol. 216
7160	34
8416	145
9038	250
9857	73, 74, 75, 76, 77 and 78
5018	1

LEAVE THESE SPACES FOR DEPARTMENTAL USE.

EXTRA FEES  
*60.00*  
*11.10.66*

PROGRESS RECORD.		Initials.	Date.
Sent to Survey Branch			
Received from Records			
Draft written			
Draft examined			
Diagram prepared			
Diagram examined			
Draft forwarded			
Supt. of Engrossers			
Cancellation Clerk			
Vol.	Fol.		

P . W . D .

C413262 } Plan A of 7 plans  
C512626 }  
F.P. 109129 1/6 (E)  
21511 (L)

# STATE INDUSTRIAL UNDE

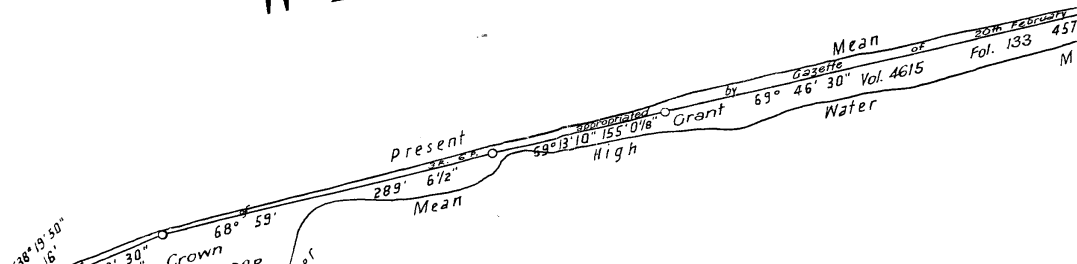
## SALE OF STATE BRICKWORKS AT HO

### PLAN

— Shewing land proposed to be transf  
— The Minister for Public Wor  
— Parish of Concord ♦ County of C  
— Scale 100 Feet to an Inch—  
F. Bks Nos 744, 746, 747 & 748



WENTWORTH



Sh 1/6  
PLAN 'A' of 7 Plans

STATE BRICKWORKS AT HOMEBUSH BAY

— PLAN —

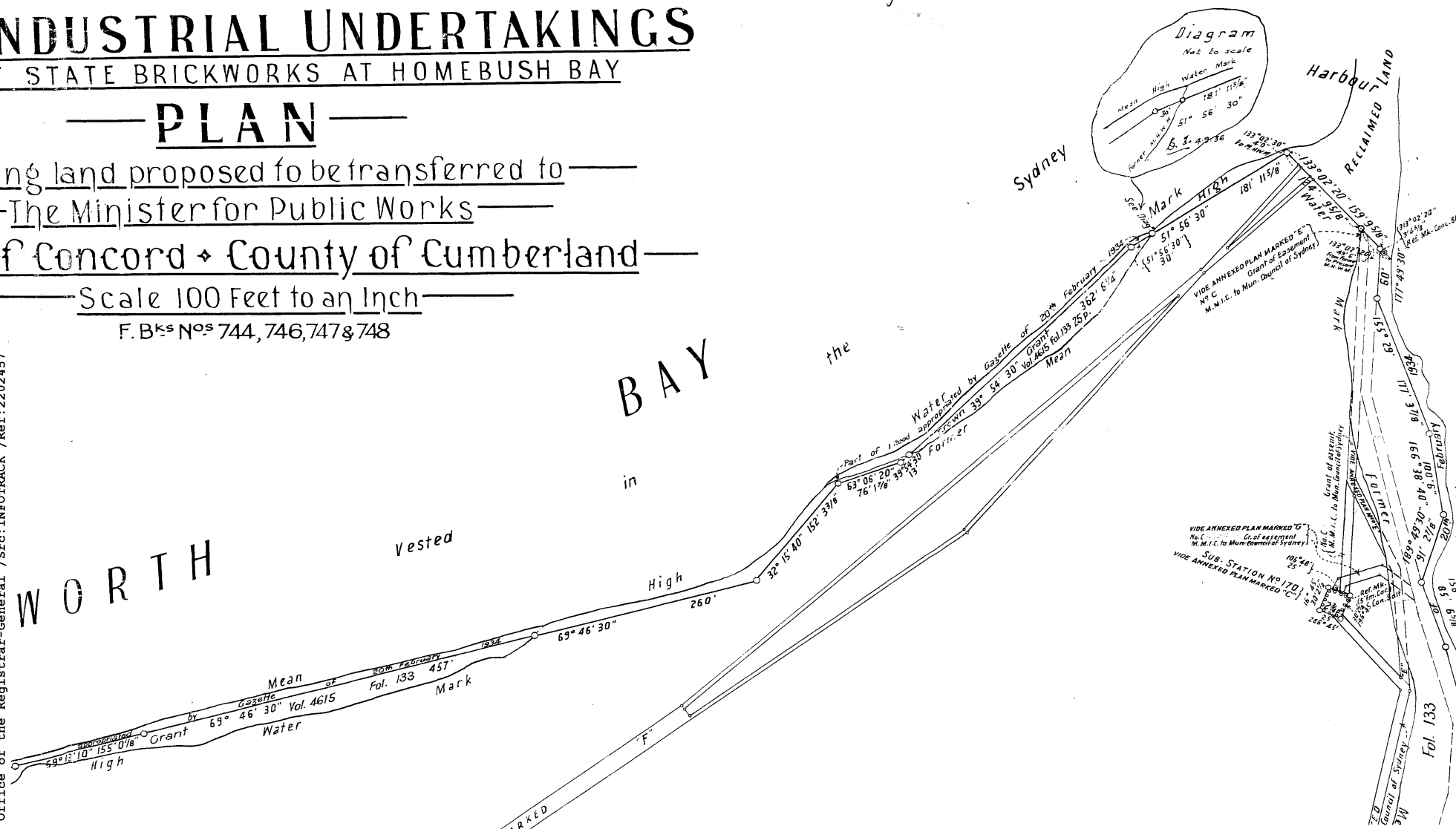
ing land proposed to be transferred to\_\_\_\_\_

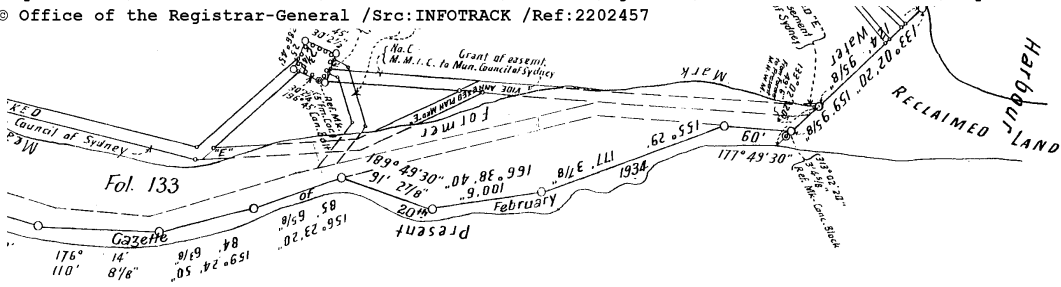
-The Minister for Public Works—

f Concord ♦ County of Cumberland—

Scale 100 Feet to an Inch

F. B<sup>k</sup>s N<sup>o</sup>s 744, 746, 747 & 748





HOMEBUSH  
 Commissioners

Trust

(E)

21511(2)  
 C413262 } Non A of 7 plans Municipality of Lidcombe  
 C512626 }  
 RP109129 1/6

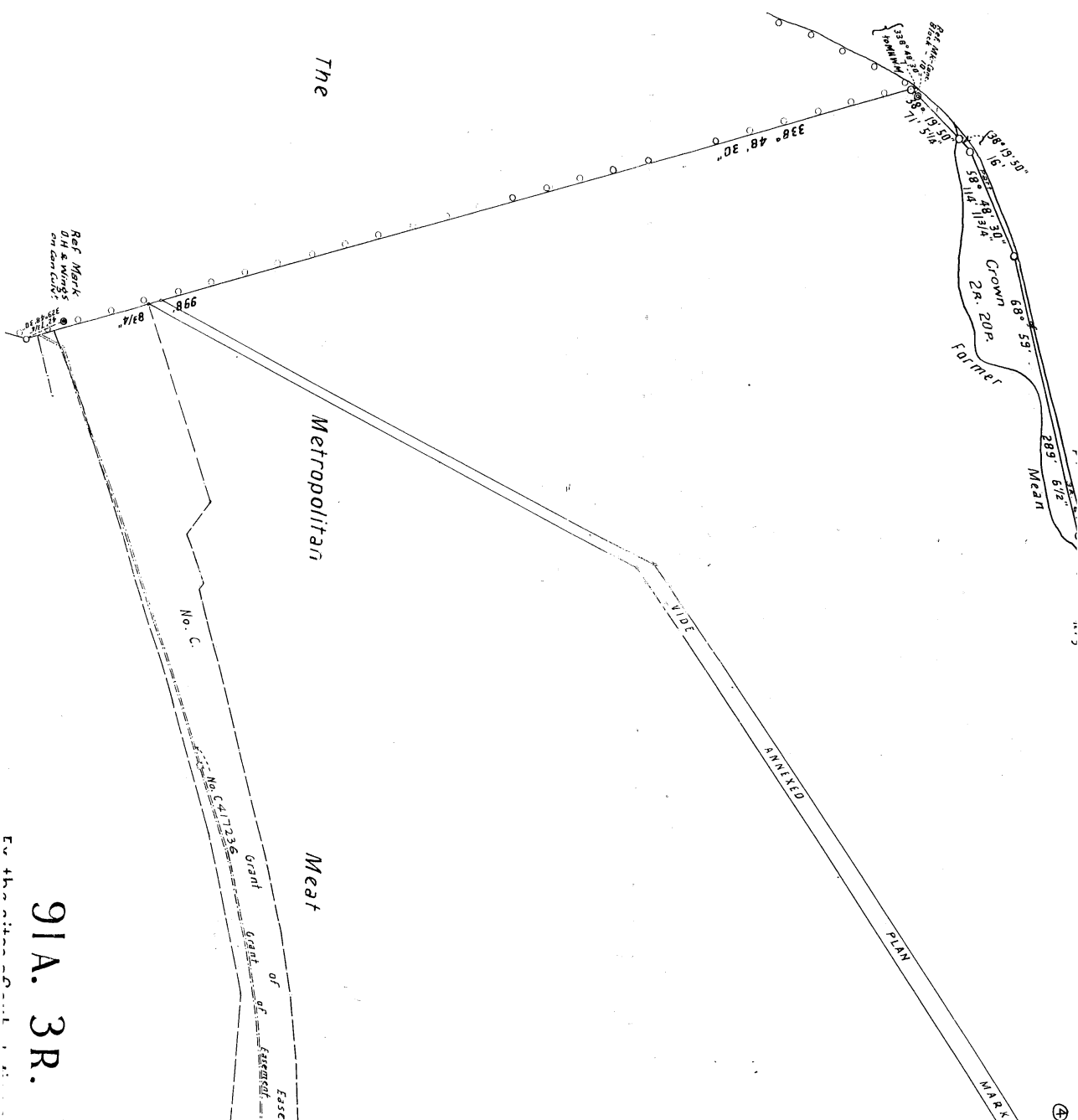
“  
 Plan A  
 ”

This is the plan marked "A" referred to in Memorandum of Transfer of land in fee simple from the Metropolitan West Industry Commissioner to the Minister for Public Works, etc. etc. the 24th day of January 1936

Secretary  
 Dept. of Public Works



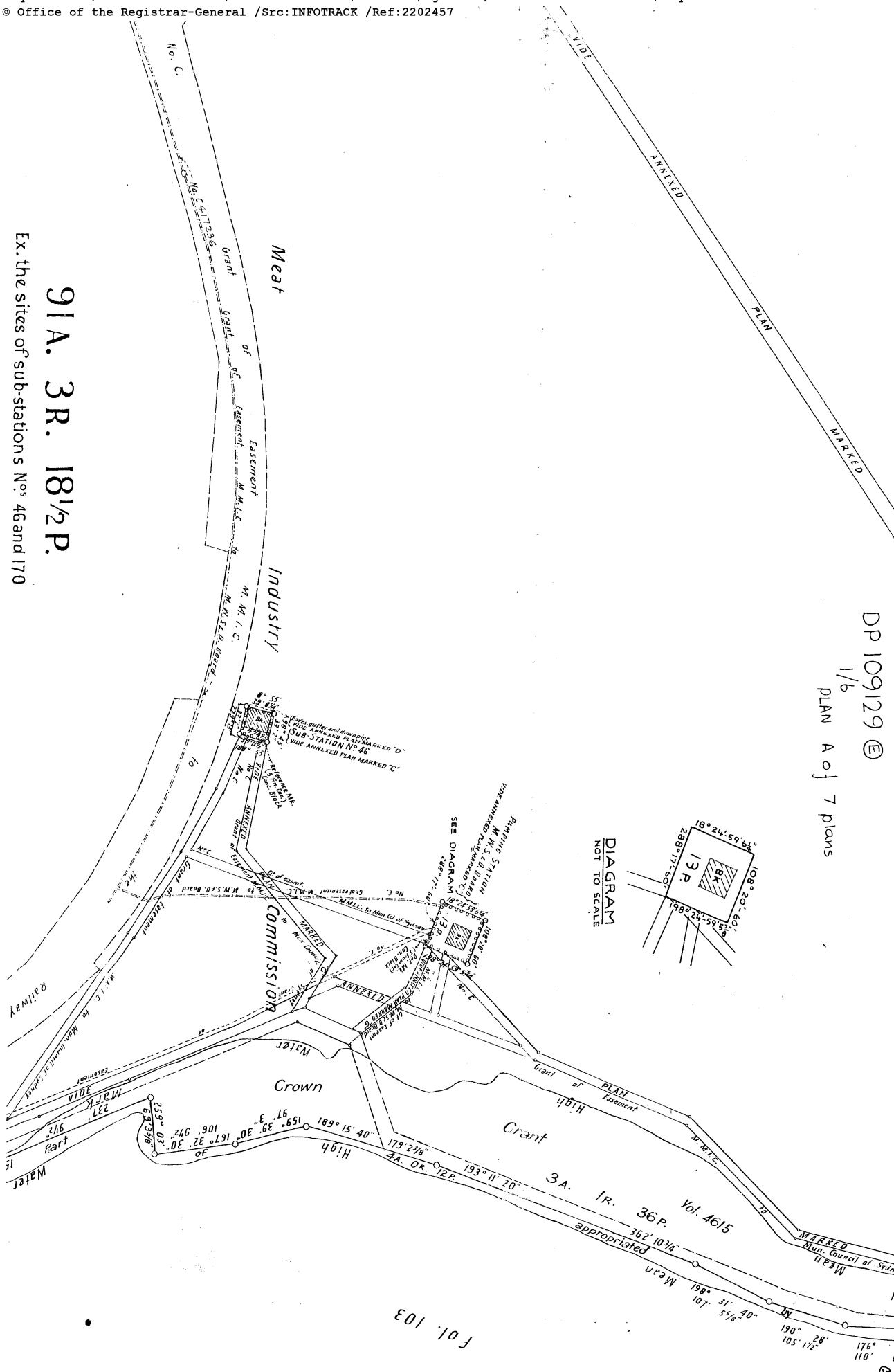
DP 109129 ©  
 1/6  
 PLAN A of 7 plans

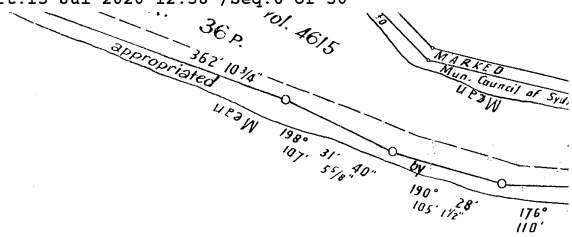


DP 109129 ©  
 1/b  
 PLAN A of 7 plans

91A. 3R. 18 1/2 P.

Ex. the sites of sub-stations Nos 46 and 170

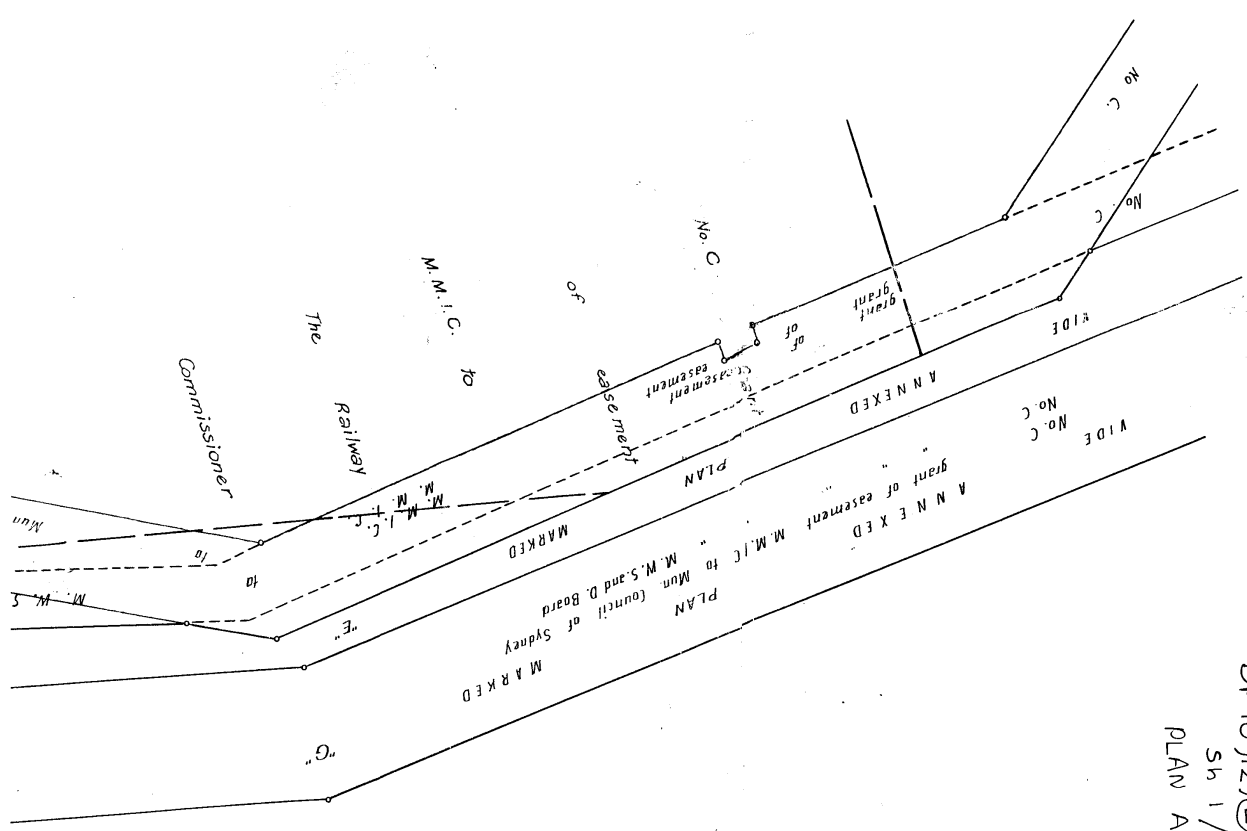




Fol. 103

Vol. 2050

HS



DP109129⑤  
 Sh 1/6  
 PLAN A of 7 plans

FP 109129

Subscribed and declared before me at Sydney.  
this twelfth day of March 1934.

W. F. Hughes  
Justice of the Peace

C4132627 } Plan A of 7 plans  
C512626 }  
- 010013

F.P. 109129 1/6



21511(2)

Redeclared before me at Sydney  
this 15<sup>th</sup> day of April 1936

Left in the land J.P.

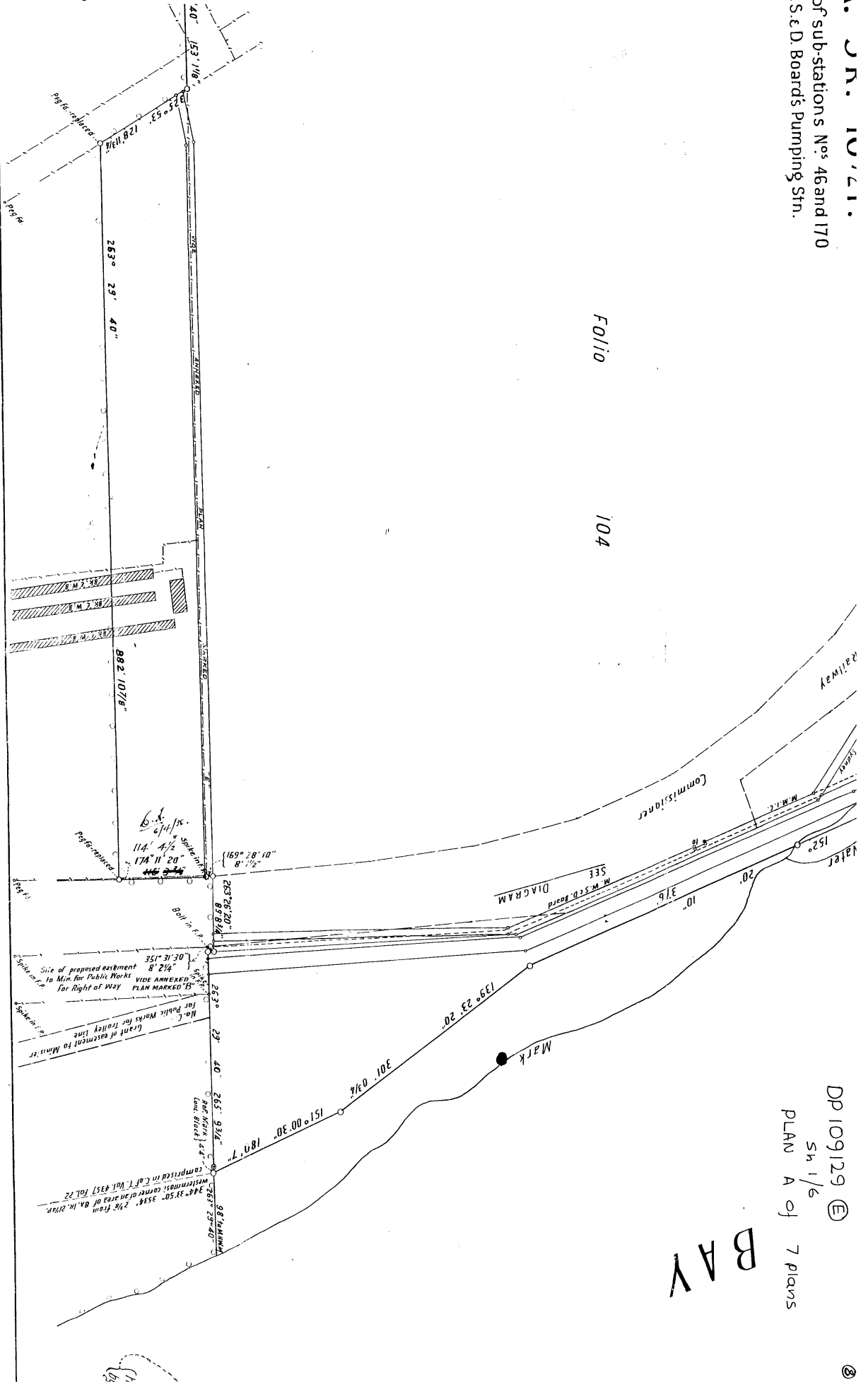
Volume

4553

Ex. the sites of sub-stations  
and M. W. S. & D. Board's Pu

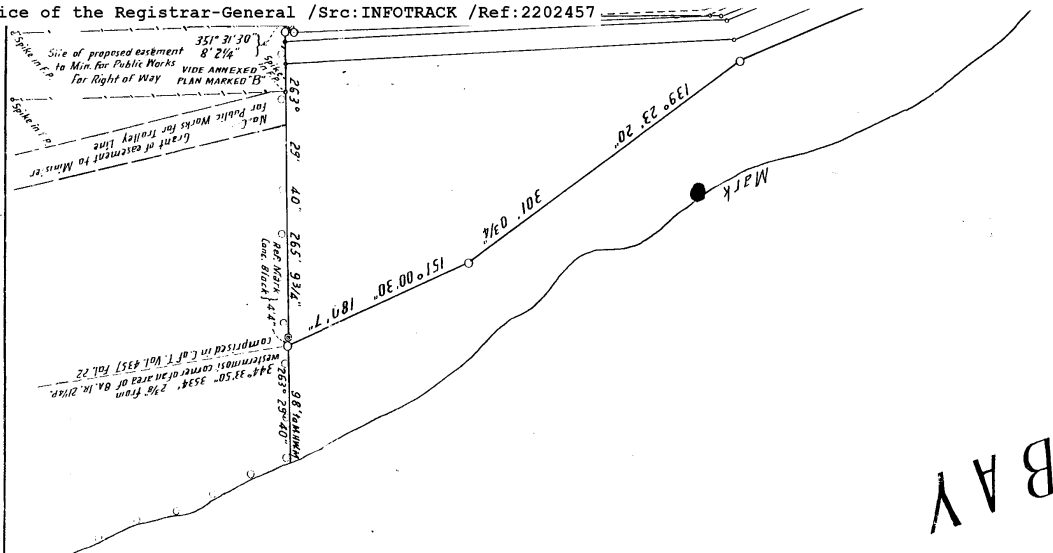


A. J. N. 10' 4.1.  
 of sub-stations Nos 46 and 170  
 I.S.C.D. Board's Pumping Stn.



DP 109129 (E)  
 Sh 1/6  
 PLAN A of 7 plans

BAY



BAY

1. Daniel Joseph, Esq., of Sydney a Surveyor registered under the Surveyors Act, 1928, do hereby solemnly and sincerely declare that the Survey represented in this plan has been made in accordance with the Survey Practice Regulations, 1933, by me and under my immediate supervision and was completed on 8<sup>th</sup> March 1934 and is correct.

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

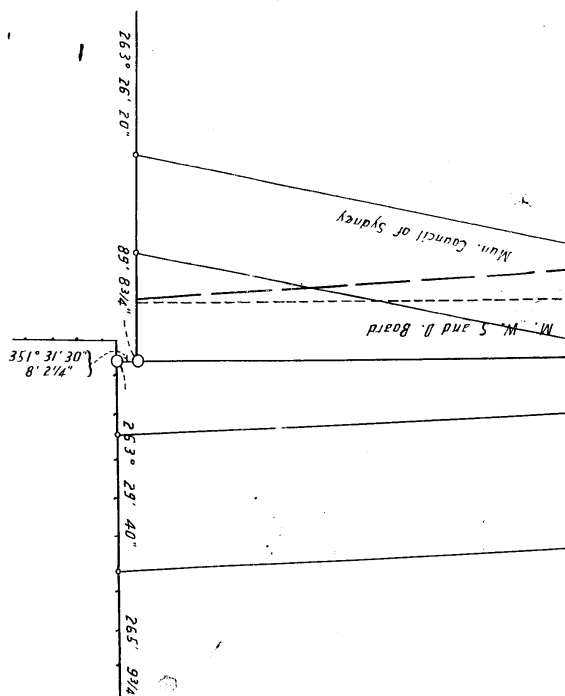
(The character and extent of which was as required by the Survey Practice Regulations 1933.)

Dated: \_\_\_\_\_

C413262} P19  
CS12626}  
F.B.1091

C413262 } Plan A of 7 plans  
C512626 }  
E.R. 109129 1/6 (E)

DIACRAM  
— Not to Scale —

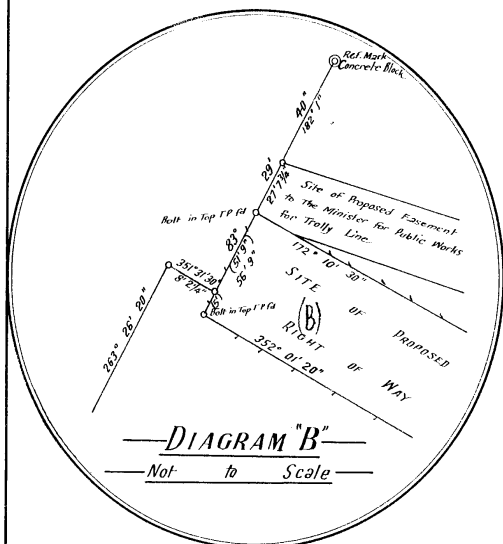
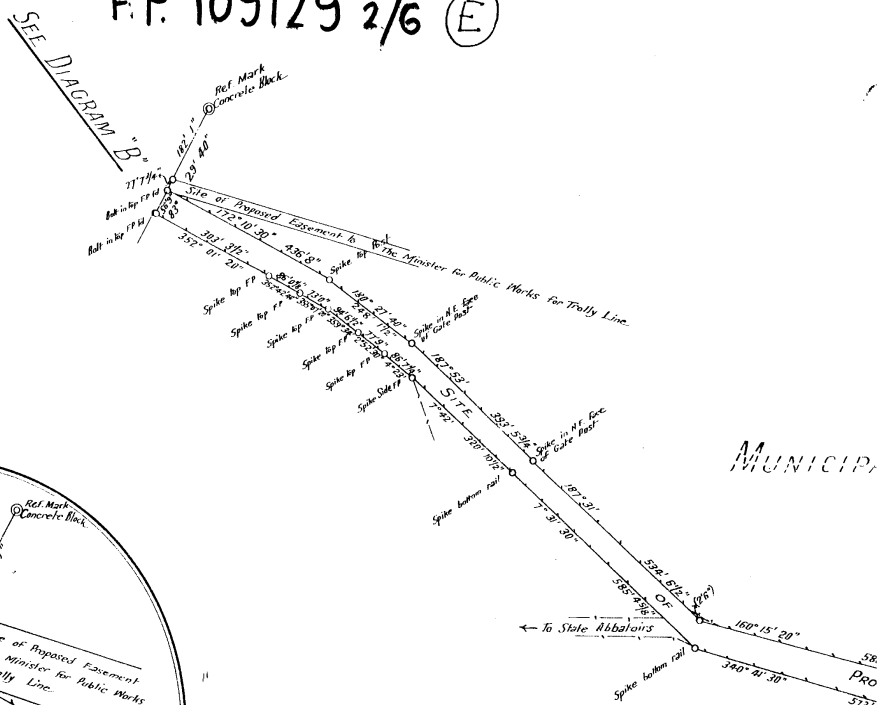


FP 109129 SH 1/6

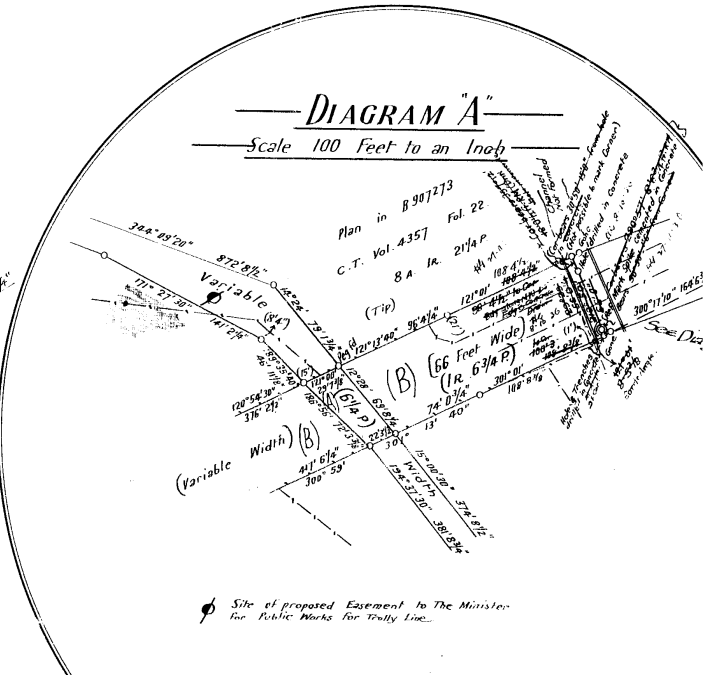
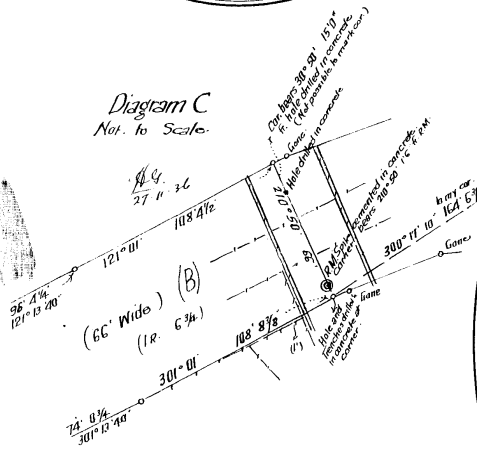
02/15/20

P.W.D

C413262 } Plan B of 7 plans  
 C512626 }  
 F.P. 109129 2/6 (E)

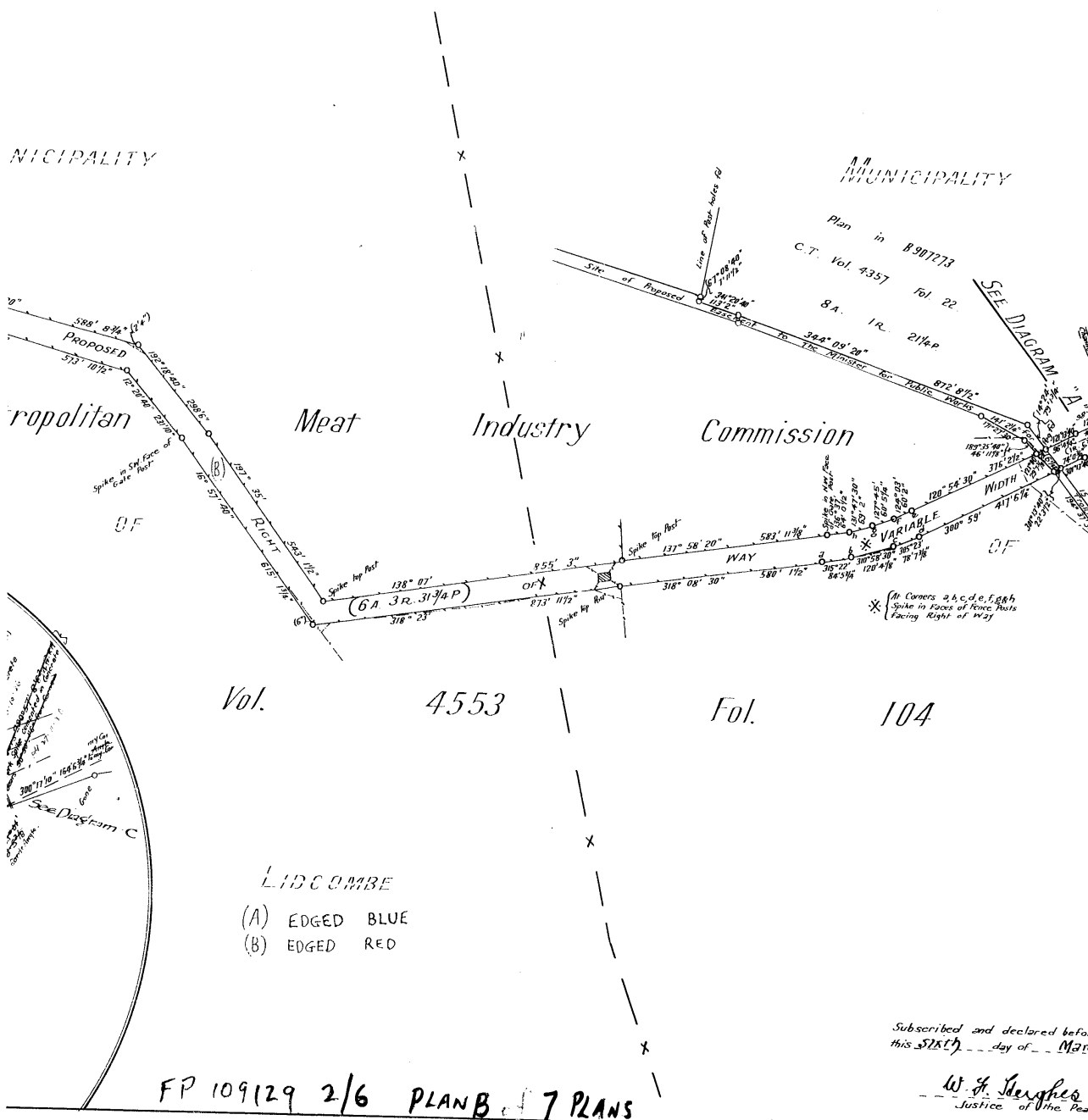


The Metropolis



Alignment taken from Underwood St  
 Alignment 21510(L)

Site of proposed Easement to The Minister for Public Works for Trolley Line



Municipality of Homebush  
 Municipality of Lidcombe

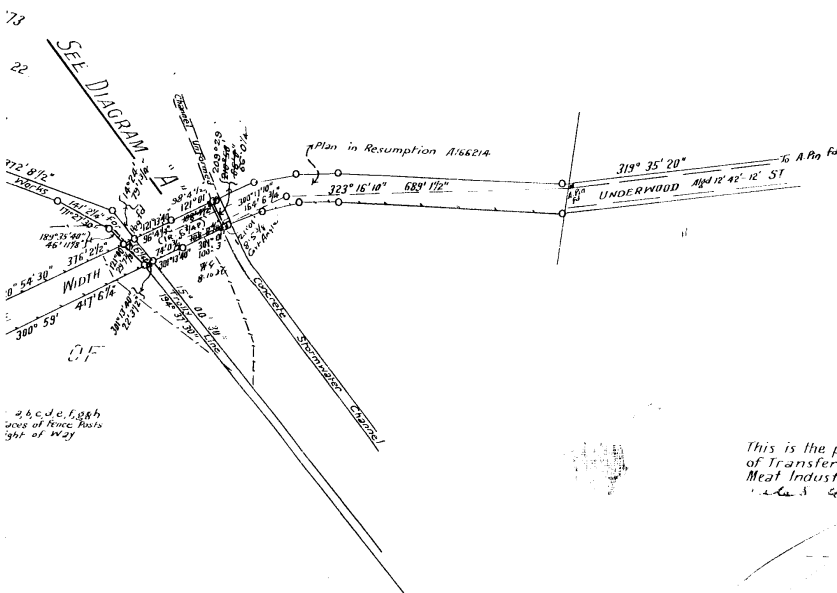
C4132622 } Plan B of 7 plans  
 C512626 }

F.P. 109129 2/6 (E)

“B”  
 Plan

3

VALITY



This is the plan marked "B" referred to in Memorandum of Transfer of land in fee simple from the Metropolitan Meat Industry Commissioner to the Minister for Public Works.

Secretary,  
 Dept. of Public Works.

HOMEBUSH

ribed and declared before me at Sydney  
 28th day of March 1934.

W. H. Hughes  
 Justice of the Peace.

Redeclared before me  
 at Sydney this 8th day of  
 October 1936

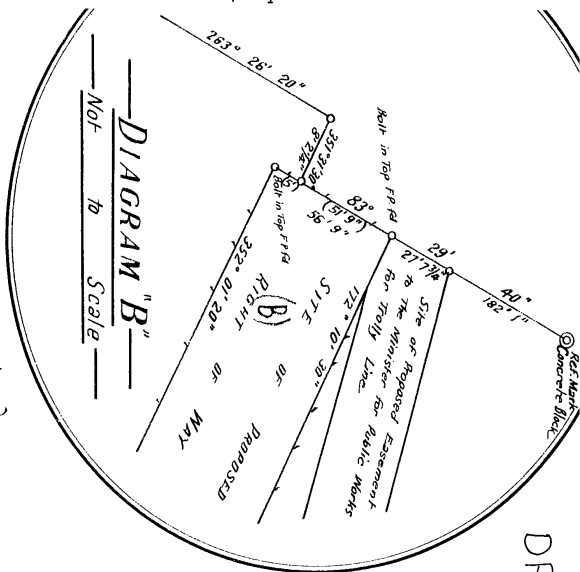
J. T. P. P. J.

I, Harry Griffiths of Sydney a Surveyor registered under the Surveyors Act, 1929, do hereby solemnly and sincerely declare that the Survey represented in this plan has been made in accordance with the Survey Practice Regulations, 1933, by me and was completed on 15th February 1934 and is correct.

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

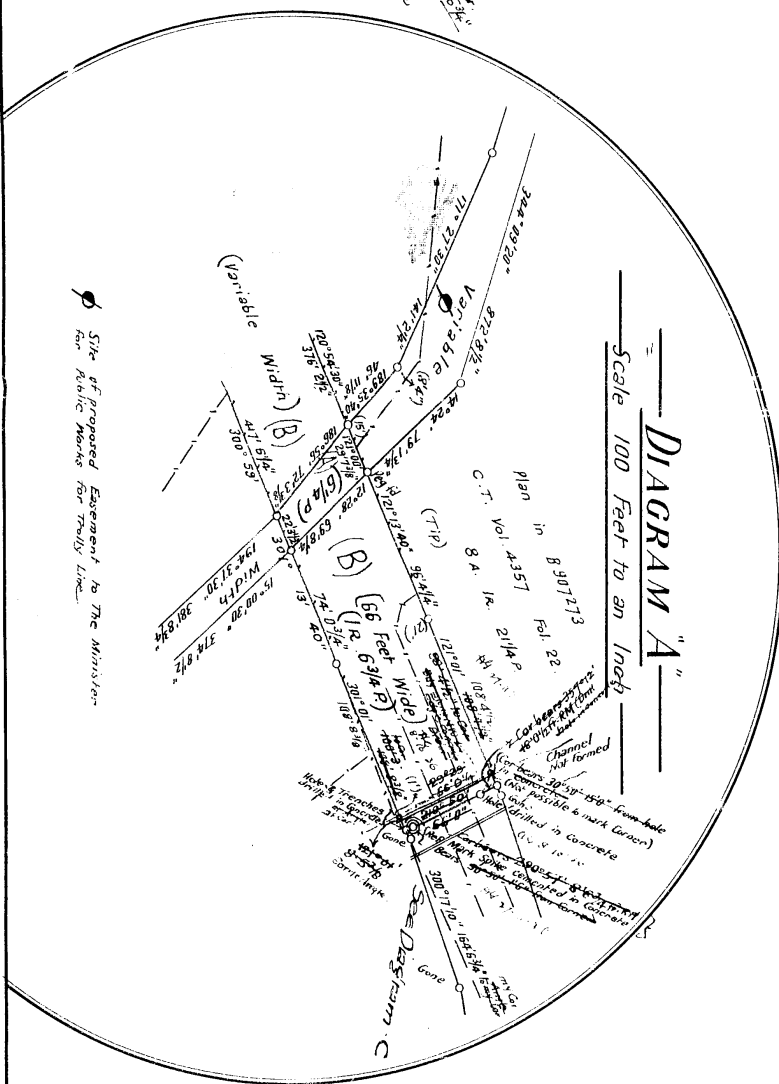
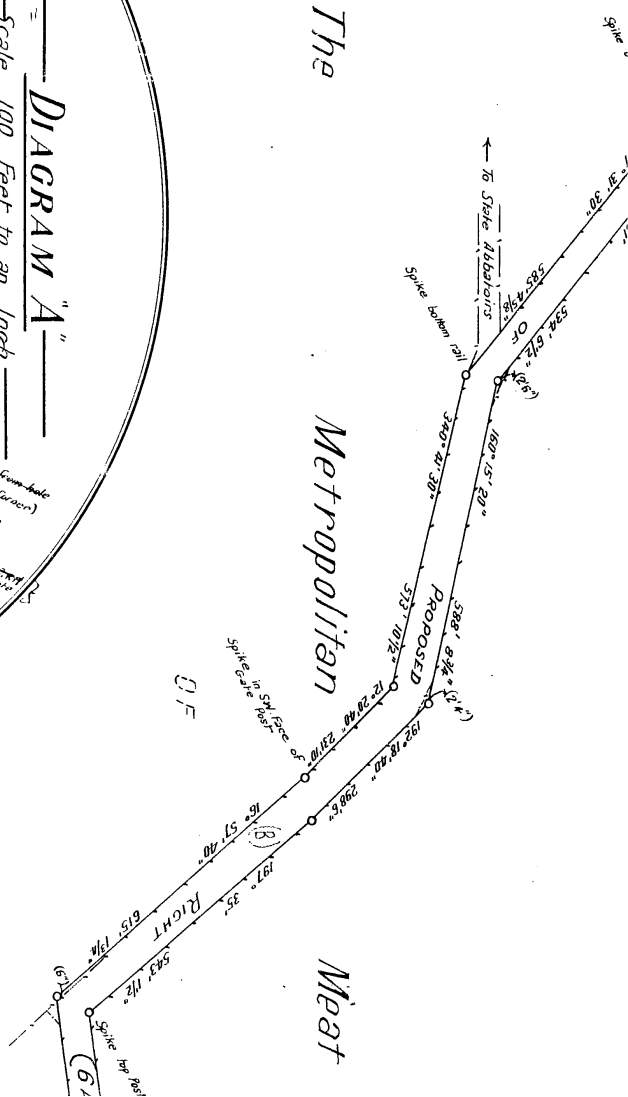
Harry Griffiths 2151041

215104 'B'



DP 109129 ⑤

Plan B of 7 plans.



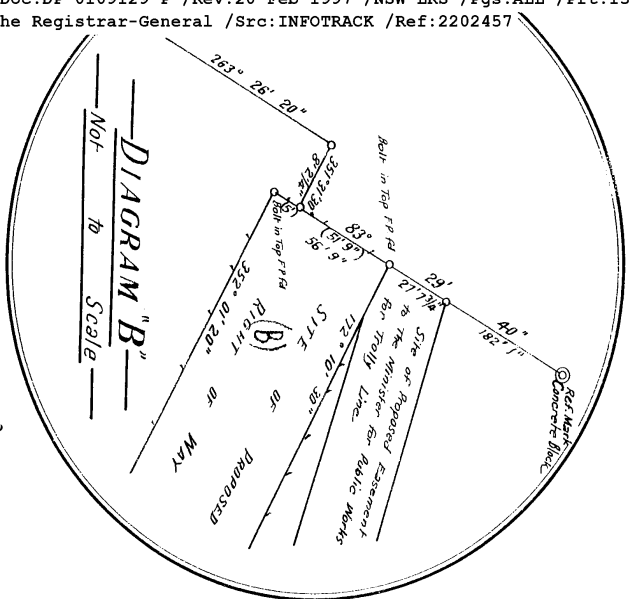
Vol.

L/D C 0.044  
 (A) EDGED  
 (B) EDGED

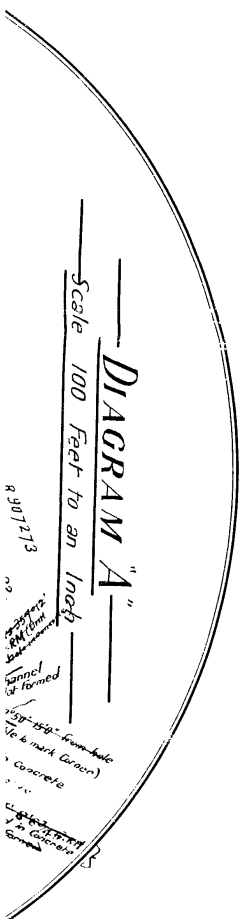
FP 109129 2/1

nuth taken from Underwood St  
ment 2151000

1/2 1000.00



2" deep 30° 50' 15" hole drilled in concrete.  
(Not possible to mark cur.)  
concrete.



Q 907273

1 inch  
150-150" from hole  
to mark (Green)  
Concrete  
✓ in (Green)  
Green

 $\frac{1}{n!}$ 

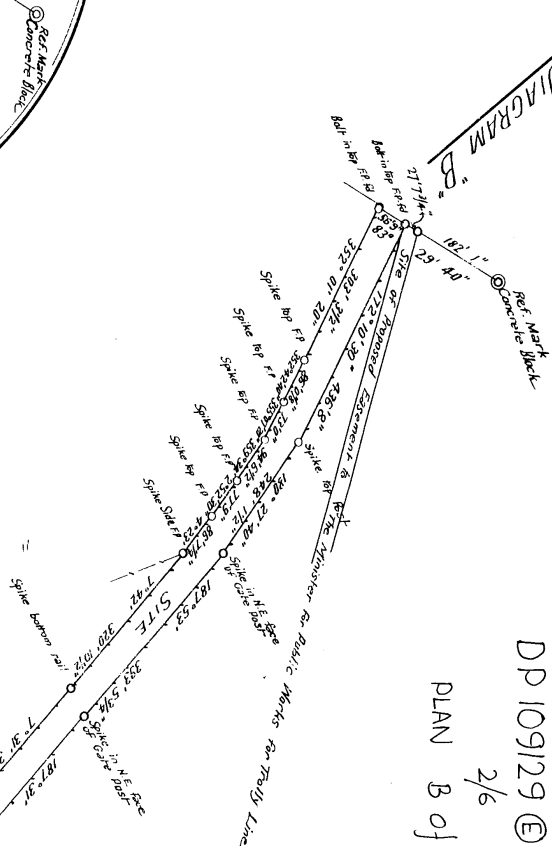
RF 103129 2/c ⑤

DP 109129 ©

 $\frac{2}{6}$ 

PLAN B of 7 plans

STAT  
SALE OF S  
Shewing Site of  
Parish of

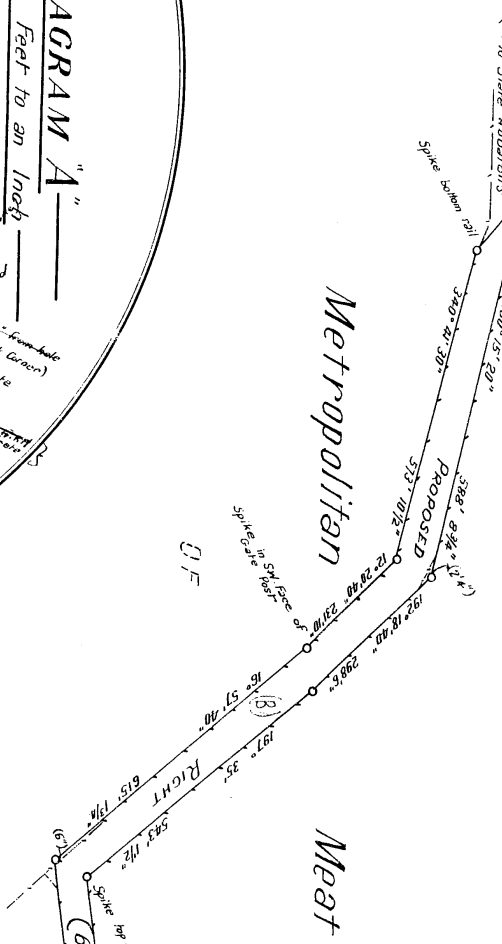


Municipality

The

Metropolitan

Meat

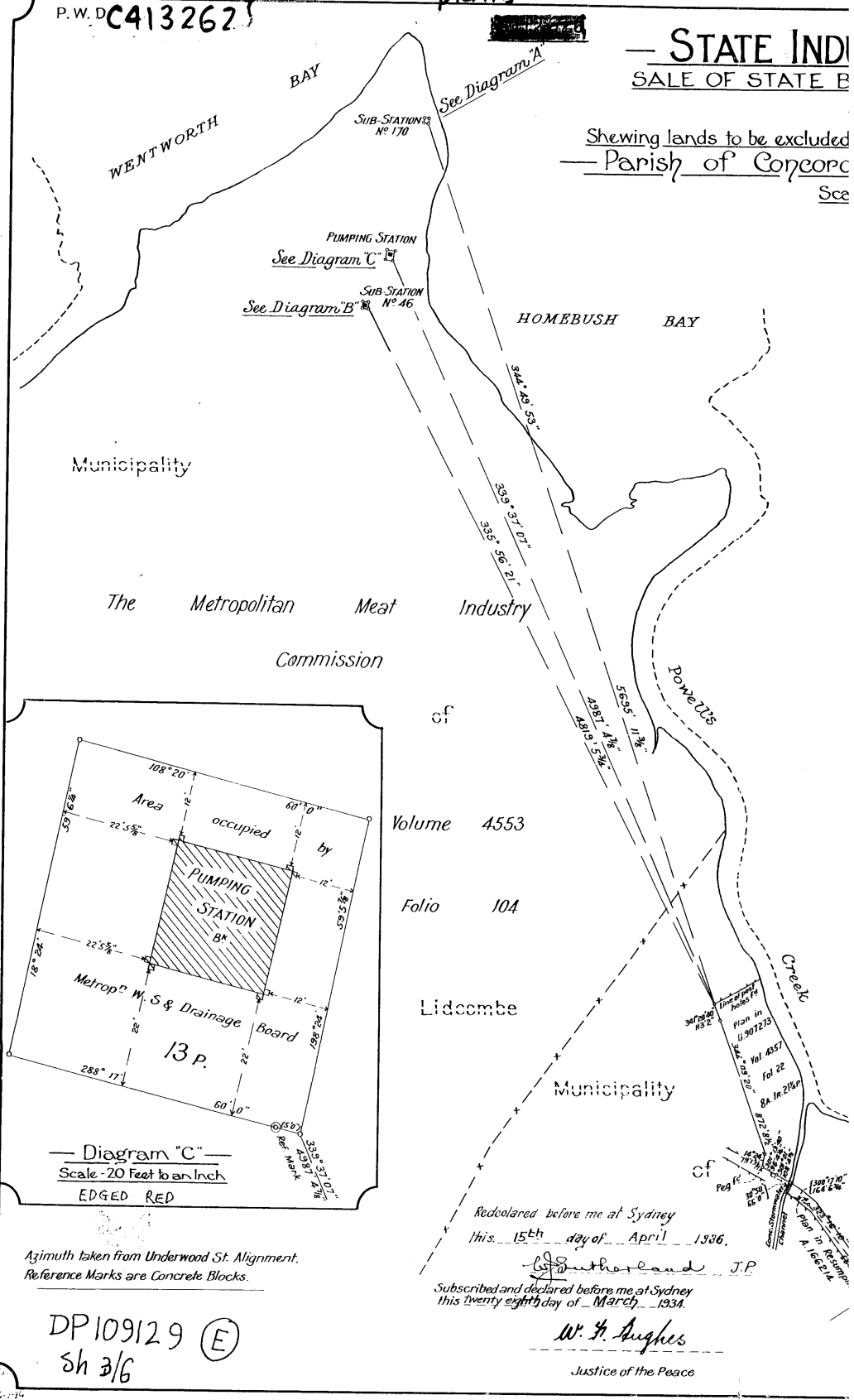


6512626 2 Plan C of 7 plans

P.W.D. C413262

— STATE IND  
 SALE OF STATE B

Shewing lands to be excluded  
 — Parish of Concord  
 See





215104L "C"

C4132622 Plan D of 7 plans.  
C5126263

P. W. D.

694/

Municipality of Lidcombe

# STATE INDUSTRIAL UNDERTAKINGS

## SALE OF STATE BRICKWORKS AT HOMEBUSH BAY

PLAN F.P.109129 3/6

Shewing Site of Easement to be reserved by The Met. Meat Ind'y Comm<sup>n</sup> for Eaves, Gutter & Downpipe

Parish of Concord ~ County of Cumberland

Scale - 10 Feet to an Inch

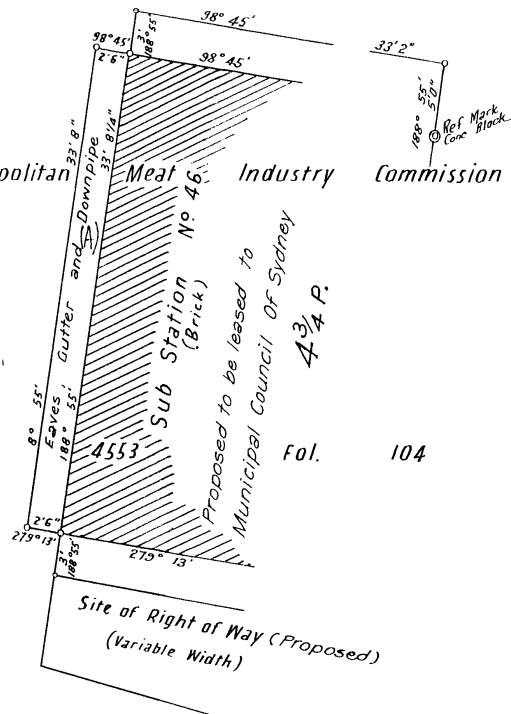
F. Bk. No 748

"D"  
Plan



The Metropolitan Meat Industry Commission

(A) HATCHED YELLOW Vol.



This is the plan marked "D" referred to in the Memorandum of Transfer in fee simple from the Metropolitan Meat Industry Commissioner to the Minister for Public Works.

The character and extent of which was as Required by the Survey Practice Regulations 1933.

I Daniel Joseph Ford of Sydney a Surveyor registered under the Surveyors Act, 1929, do hereby solemnly and sincerely declare that the Survey represented in this plan has been made in accordance with the Survey Practice Regulations, 1933, under my immediate supervision and was completed on 8<sup>th</sup> March 34, and is correct. And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act, 1900.

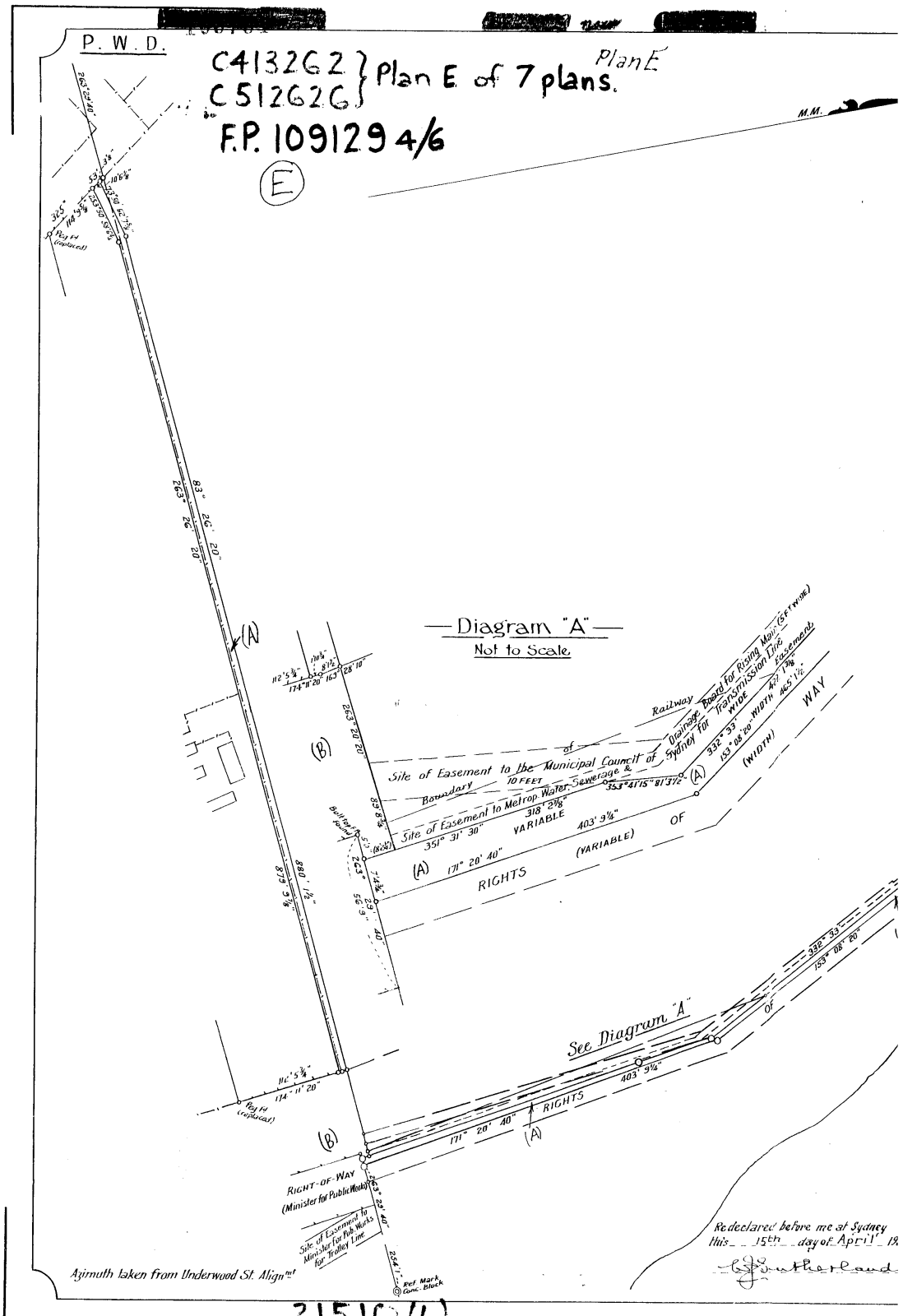
Azimuth taken from Underwood St. Alignment

declared before me at Sydney this 15<sup>th</sup> day of April 1936

Subscribed and declared before me at Sydney this 12<sup>th</sup> day of March 1934

W. H. Hughes  
Justice of the Peace

D. Ford.



Plan E of 7 plans.  
 4/6

DP109129@ 4/6

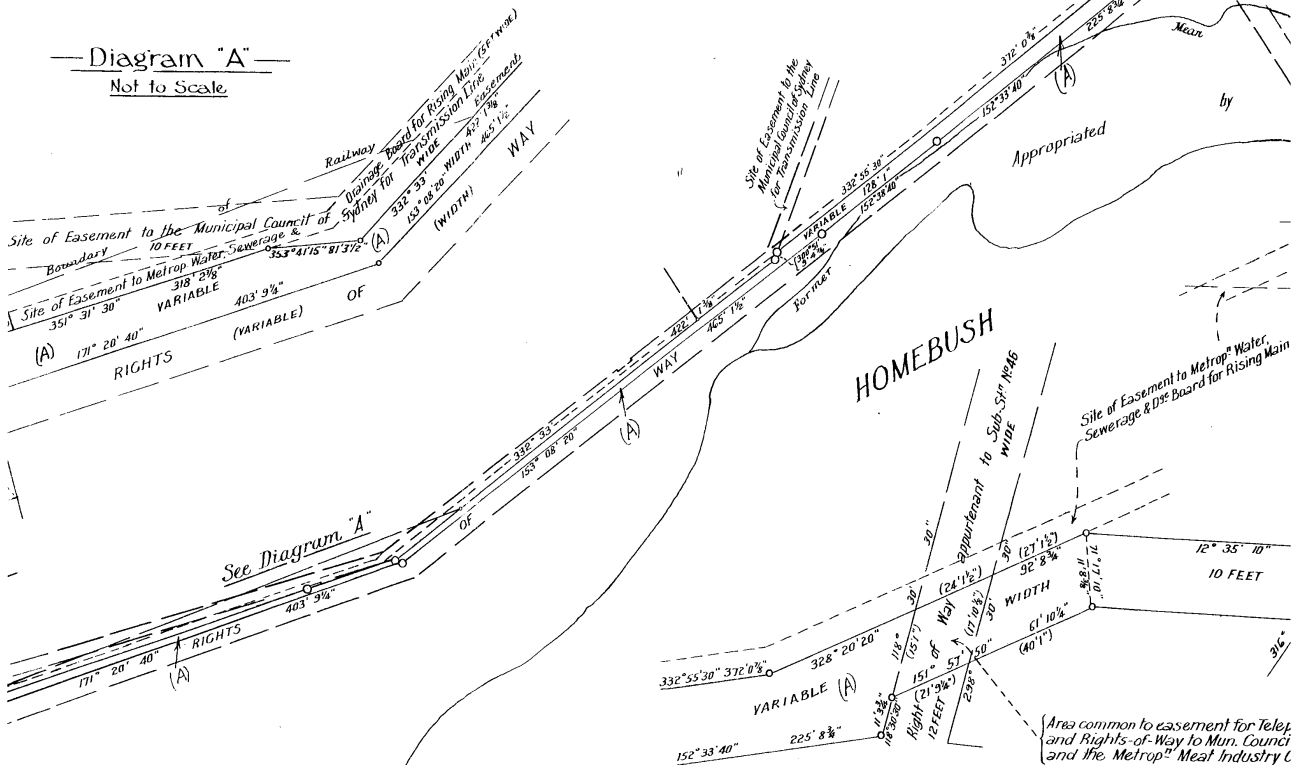
Plan E of 7 plans

STAT  
 SALE OF

— Shewing  
 — Parish of

See

—Diagram "A"—  
 Not to Scale



Redeclared before me at Sydney  
 this 15th day of April, 1934.

Subscribed and declared before me at Sydney  
 this 15th day of March, 1934.

*W. H. Hughes*

*W. H. Hughes*  
 Justice of the Peace

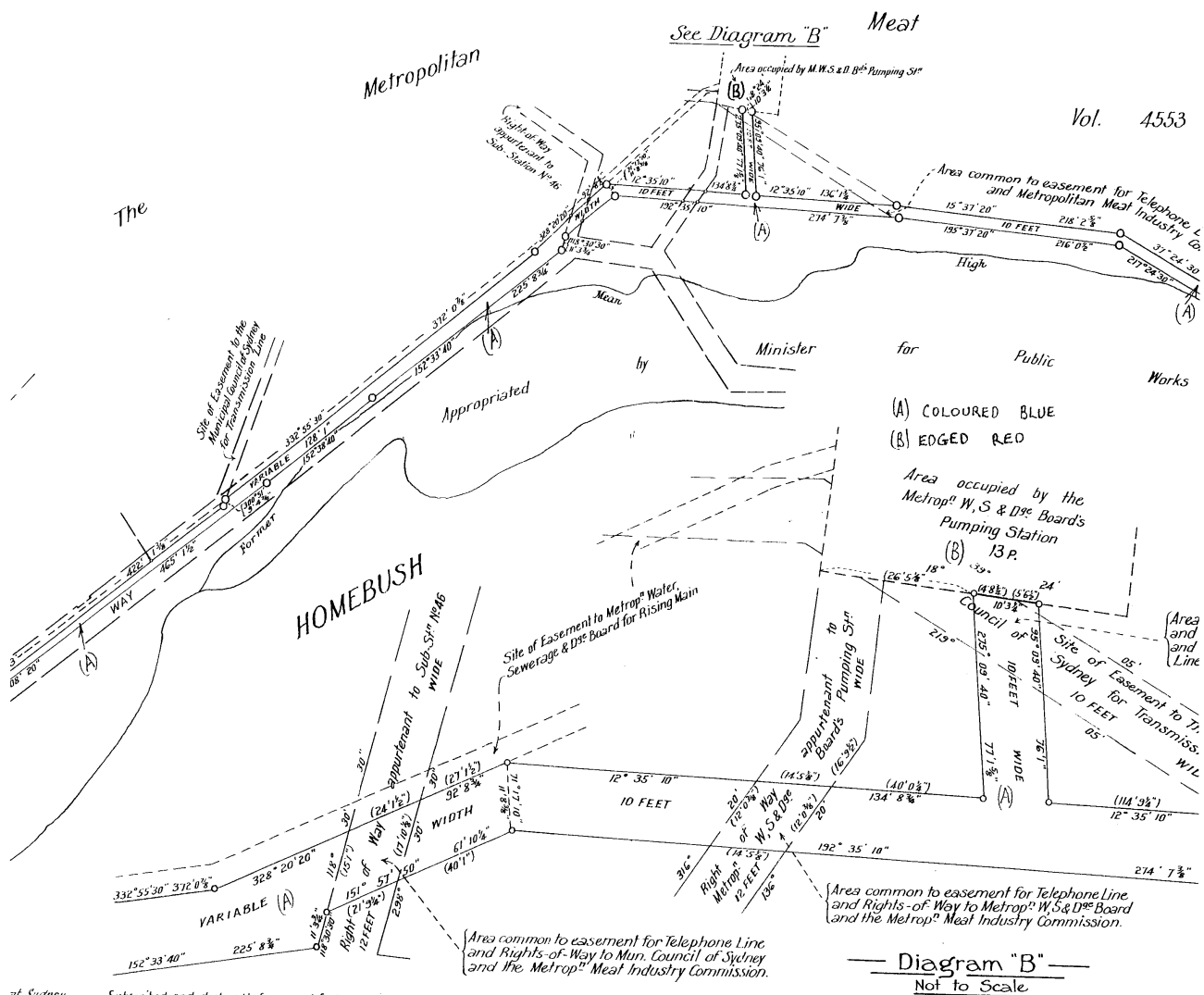
Ref Mark  
 111

F.B.K.S. N<sup>os</sup> 746 & 748

—PLAN

— Shewing site of proposed easement for Telephone Line —  
— Parish of Concord ~ County of Cumberland —  
— Scale - 100 Feet to an Inch —

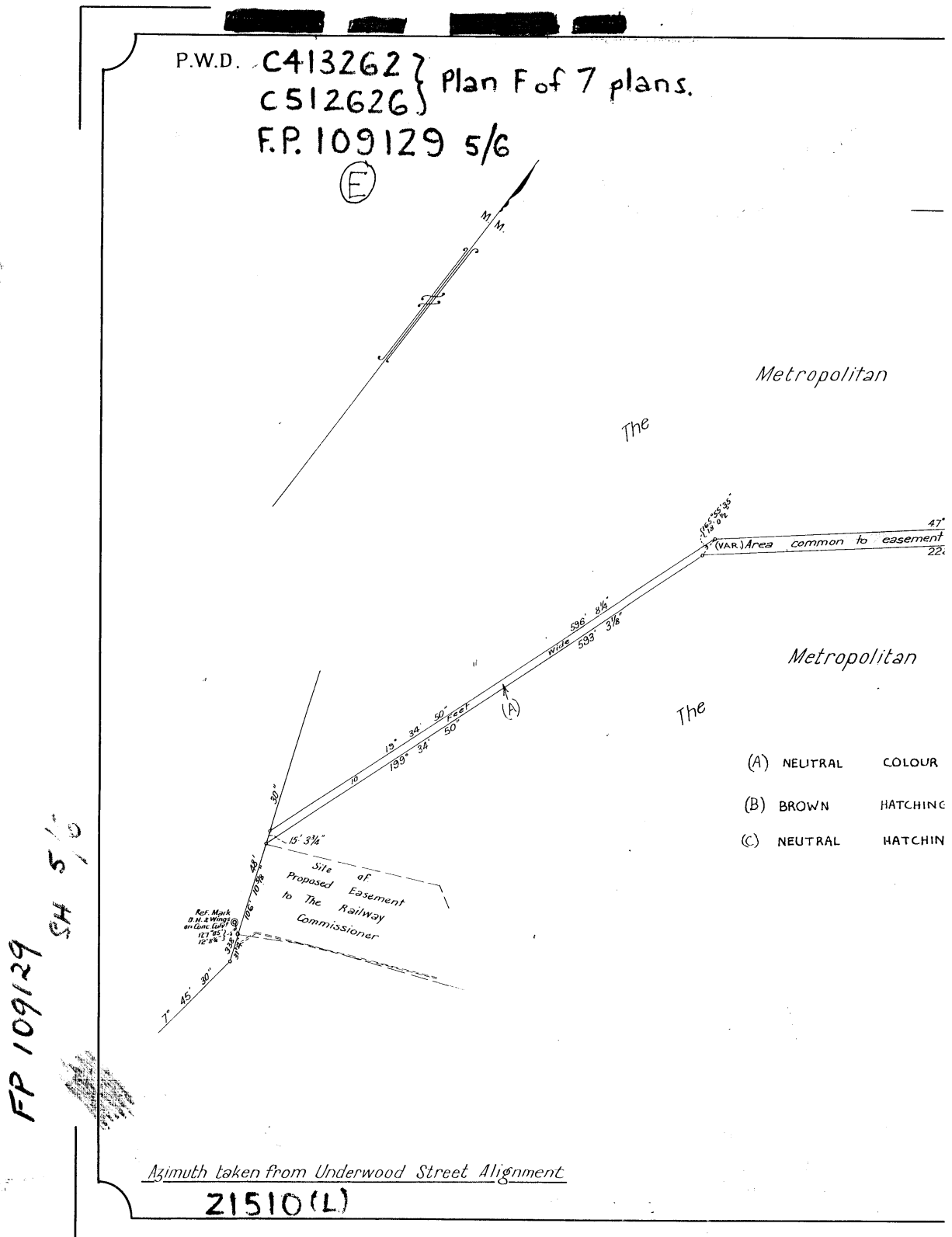
Vol. 4553



at Sydney Subscribed and declared before me at Sydney  
April 1934. this Fifteenth day of March 1934.

Land J.P. W. H. Hughes  
Justice of the Peace

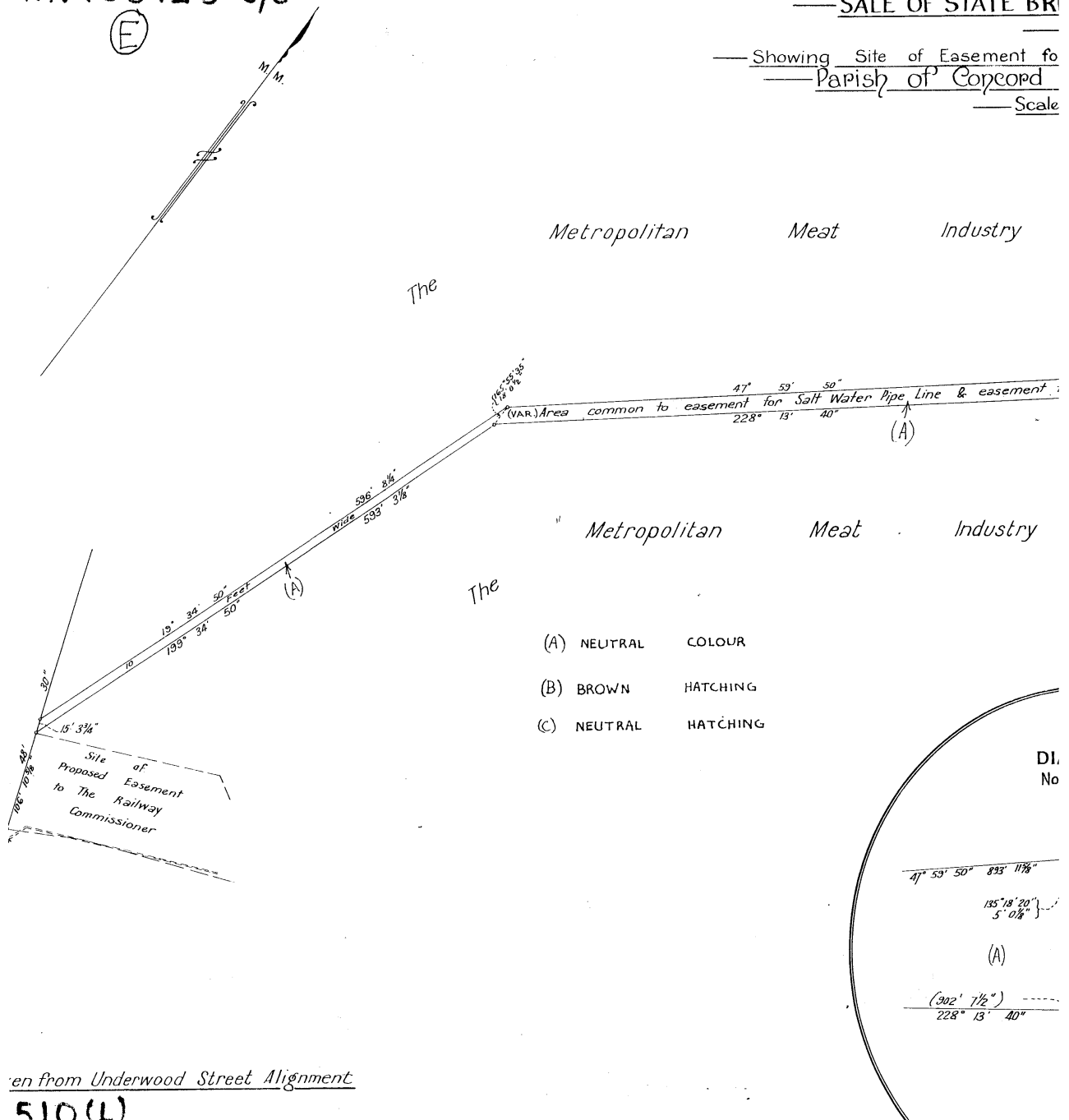
215104) "E



C413262 } Plan F of 7 plans.  
 C512626 }  
 F.P. 109129 5/6  
 (E)

— STATE INDUSTRIES  
 — SALE OF STATE BR

— Showing Site of Easement for  
 — Parish of Copeford  
 — Scale





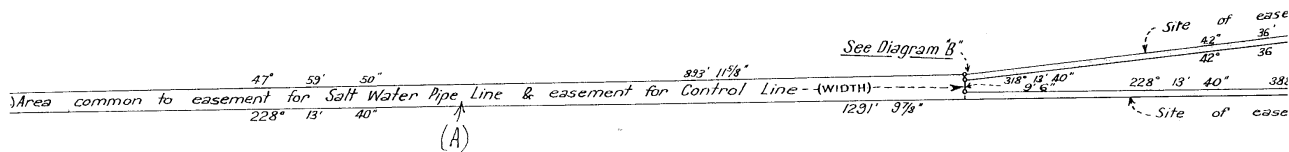
DP 109129 (E) 5/6  
 PLAN F of 7 plans.

— STATE INDUSTRIAL UNDERTAKINGS —  
 — SALE OF STATE BRICKWORKS AT HOMEBUSH BAY —  
 — PLAN —

— Showing Site of Easement for Salt Water Pipe Line and Control Line —  
 — Parish of Concord ~ County of Cumberland —  
 — Scale - 100 Feet to an Inch —

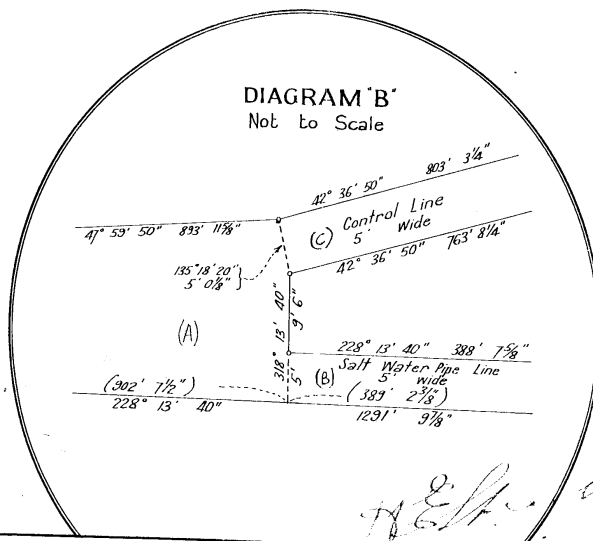
F. B. N. 746

Metropolitan Meat Industry Commission Vol. 4553. Fol.



Metropolitan Meat Industry Commission Vol. 4553. Fol.

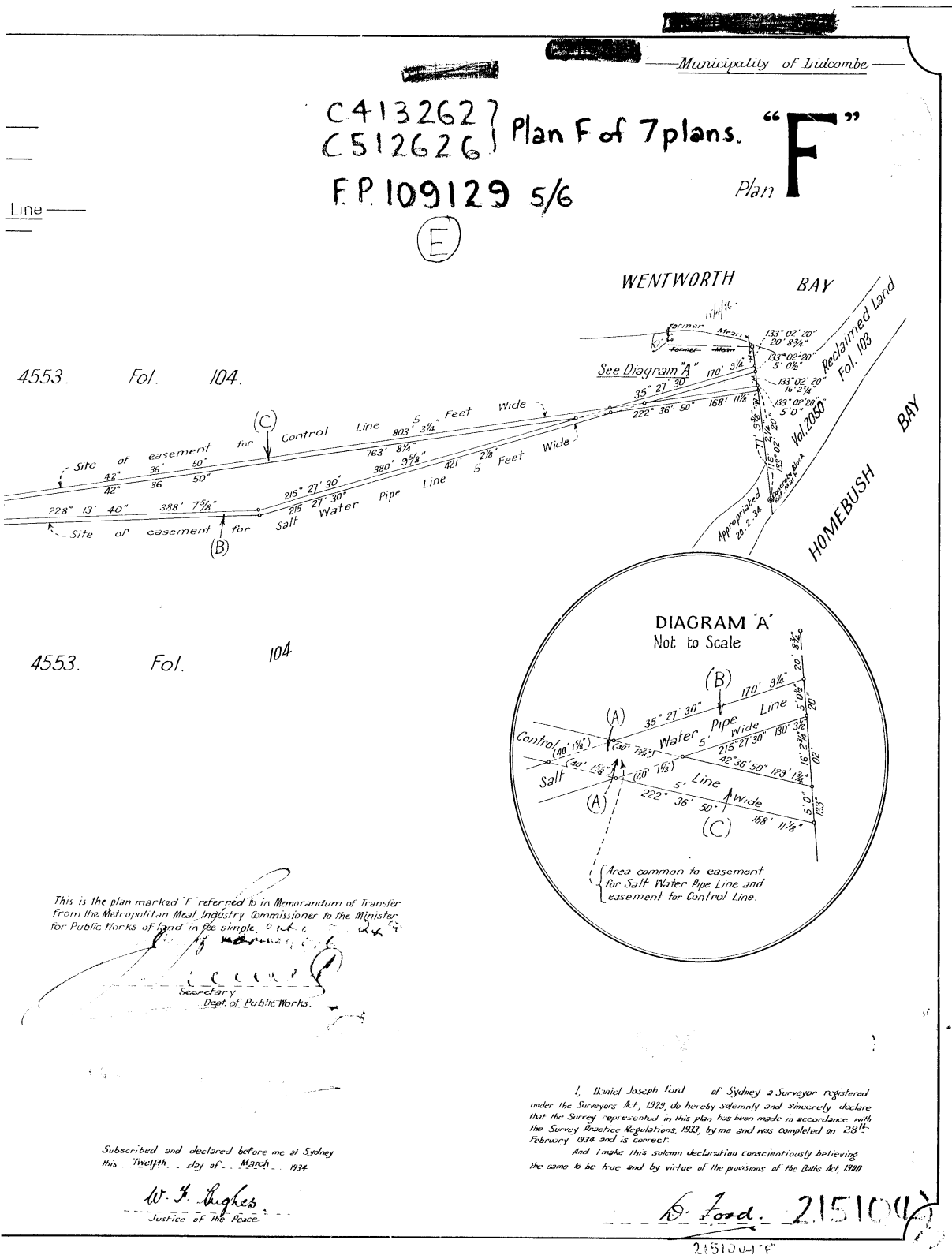
- (A) NEUTRAL COLOUR
- (B) BROWN HATCHING
- (C) NEUTRAL HATCHING

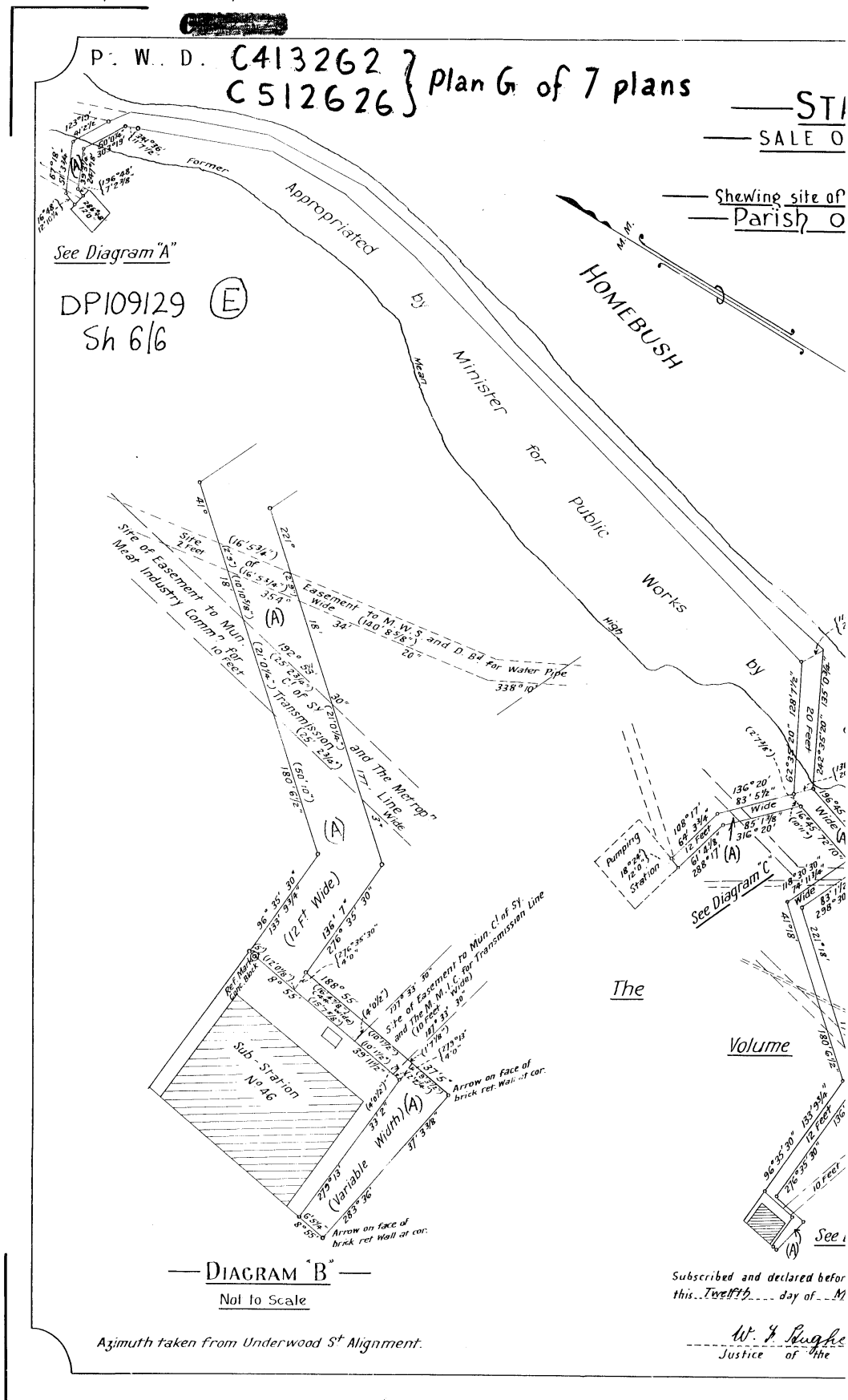


This is the plan marked from the Metropolitan M. for Public Works of Land

Subscribed and this Twelfth

W. J. Justice





W. J. Hughes  
Justice of the Peace



CONVERSION TABLE ADDED IN DEPARTMENT OF LANDS			
DP 109129	SH 1/6	CONTD	
FEET INCHES	METRES		
3 4 5/8	1.032		
4 -	1.019		
4 4	1.321		
5 5	1.524		
5 5 7/8	1.675		
6 -	1.829		
6 1 1/2	2.477		
6 2 1/4	2.521		
6 3 1/4	3.382		
7 -	3.658		
7 1/2	4.877		
8 -	7.620		
8 1/2	9.144		
9 -	9.101		
9 1/2	10.109		
10 -	11.979		
10 1/2	12.097		
11 -	12.179		
11 1/2	12.302		
12 -	12.368		
12 1/2	12.477		
13 -	12.521		
13 1/2	12.600		
14 -	12.658		
14 1/2	12.729		
15 -	12.782		
15 1/2	12.829		
16 -	12.882		
16 1/2	12.932		
17 -	12.982		
17 1/2	13.032		
18 -	13.082		
18 1/2	13.132		
19 -	13.182		
19 1/2	13.232		
20 -	13.282		
20 1/2	13.332		
21 -	13.382		
21 1/2	13.432		
22 -	13.482		
22 1/2	13.532		
23 -	13.582		
23 1/2	13.632		
24 -	13.682		
24 1/2	13.732		
25 -	13.782		
25 1/2	13.832		
26 -	13.882		
26 1/2	13.932		
27 -	13.982		
27 1/2	14.032		
28 -	14.082		
28 1/2	14.132		
29 -	14.182		
29 1/2	14.232		
30 -	14.282		
30 1/2	14.332		
31 -	14.382		
31 1/2	14.432		
32 -	14.482		
32 1/2	14.532		
33 -	14.582		
33 1/2	14.632		
34 -	14.682		
34 1/2	14.732		
35 -	14.782		
35 1/2	14.832		
36 -	14.882		
36 1/2	14.932		
37 -	14.982		
37 1/2	15.032		
38 -	15.082		
38 1/2	15.132		
39 -	15.182		
39 1/2	15.232		
40 -	15.282		
40 1/2	15.332		
41 -	15.382		
41 1/2	15.432		
42 -	15.482		
42 1/2	15.532		
43 -	15.582		
43 1/2	15.632		
44 -	15.682		
44 1/2	15.732		
45 -	15.782		
45 1/2	15.832		
46 -	15.882		
46 1/2	15.932		
47 -	15.982		
47 1/2	16.032		
48 -	16.082		
48 1/2	16.132		
49 -	16.182		
49 1/2	16.232		
50 -	16.282		
50 1/2	16.332		
51 -	16.382		
51 1/2	16.432		
52 -	16.482		
52 1/2	16.532		
53 -	16.582		
53 1/2	16.632		
54 -	16.682		
54 1/2	16.732		
55 -	16.782		
55 1/2	16.832		
56 -	16.882		
56 1/2	16.932		
57 -	16.982		
57 1/2	17.032		
58 -	17.082		
58 1/2	17.132		
59 -	17.182		
59 1/2	17.232		
60 -	17.282		
60 1/2	17.332		
61 -	17.382		
61 1/2	17.432		
62 -	17.482		
62 1/2	17.532		
63 -	17.582		
63 1/2	17.632		
64 -	17.682		
64 1/2	17.732		
65 -	17.782		
65 1/2	17.832		
66 -	17.882		
66 1/2	17.932		
67 -	17.982		
67 1/2	18.032		
68 -	18.082		
68 1/2	18.132		
69 -	18.182		
69 1/2	18.232		
70 -	18.282		
70 1/2	18.332		
71 -	18.382		
71 1/2	18.432		
72 -	18.482		
72 1/2	18.532		
73 -	18.582		
73 1/2	18.632		
74 -	18.682		
74 1/2	18.732		
75 -	18.782		
75 1/2	18.832		
76 -	18.882		
76 1/2	18.932		
77 -	18.982		
77 1/2	19.032		
78 -	19.082		
78 1/2	19.132		
79 -	19.182		
79 1/2	19.232		
80 -	19.282		
80 1/2	19.332		
81 -	19.382		
81 1/2	19.432		
82 -	19.482		
82 1/2	19.532		
83 -	19.582		
83 1/2	19.632		
84 -	19.682		
84 1/2	19.732		
85 -	19.782		
85 1/2	19.832		
86 -	19.882		
86 1/2	19.932		
87 -	20.032		
87 1/2	20.082		
88 -	20.132		
88 1/2	20.182		
89 -	20.232		
89 1/2	20.282		
90 -	20.332		
90 1/2	20.382		
91 -	20.432		
91 1/2	20.482		
92 -	20.532		
92 1/2	20.582		
93 -	20.632		
93 1/2	20.682		
94 -	20.732		
94 1/2	20.782		
95 -	20.832		
95 1/2	20.882		
96 -	20.932		
96 1/2	20.982		
97 -	21.032		
97 1/2	21.082		
98 -	21.132		
98 1/2	21.182		
99 -	21.232		
99 1/2	21.282		
100 -	21.332		
100 1/2	21.382		
101 -	21.432		
101 1/2	21.482		
102 -	21.532		
102 1/2	21.582		
103 -	21.632		
103 1/2	21.682		
104 -	21.732		
104 1/2	21.782		
105 -	21.832		
105 1/2	21.882		
106 -	21.932		
106 1/2	21.982		
107 -	22.032		
107 1/2	22.082		
108 -	22.132		
108 1/2	22.182		
109 -	22.232		
109 1/2	22.282		
110 -	22.332		
110 1/2	22.382		
111 -	22.432		
111 1/2	22.482		
112 -	22.532		
112 1/2	22.582		
113 -	22.632		
113 1/2	22.682		
114 -	22.732		
114 1/2	22.782		
115 -	22.832		
115 1/2	22.882		
116 -	22.932		
116 1/2	22.982		
117 -	23.032		
117 1/2	23.082		
118 -	23.132		
118 1/2	23.182		
119 -	23.232		
119 1/2	23.282		
120 -	23.332		
120 1/2	23.382		
121 -	23.432		
121 1/2	23.482		
122 -	23.532		
122 1/2	23.582		
123 -	23.632		
123 1/2	23.682		
124 -	23.732		
124 1/2	23.782		
125 -	23.832		
125 1/2	23.882		
126 -	23.932		
126 1/2	23.982		
127 -	24.032		
127 1/2	24.082		
128 -	24.132		
128 1/2	24.182		
129 -	24.232		
129 1/2	24.282		
130 -	24.332		
130 1/2	24.382		
131 -	24.432		
131 1/2	24.482		
132 -	24.532		
132 1/2	24.582		
133 -	24.632		
133 1/2	24.682		
134 -	24.732		
134 1/2	24.782		
135 -	24.832		
135 1/2	24.882		
136 -	24.932		
136 1/2	24.982		
137 -	25.032		
137 1/2	25.082		
138 -	25.132		
138 1/2	25.182		
139 -	25.232		
139 1/2	25.282		
140 -	25.332		
140 1/2	25.382		
141 -	25.432		
141 1/2	25.482		
142 -	25.532		
142 1/2	25.582		
143 -	25.632		
143 1/2	25.682		
144 -	25.732		
144 1/2	25.782		
145 -	25.832		
145 1/2	25.882		
146 -	25.932		
146 1/2	25.982		
147 -	26.032		
147 1/2	26.082		
148 -	26.132		
148 1/2	26.182		
149 -	26.232		
149 1/2	26.282		
150 -	26.332		
150 1/2	26.382		
151 -	26.432		
151 1/2	26.482		
152 -	26.532		
152 1/2	26.582		
153 -	26.632		
153 1/2	26.682		
154 -	26.732		
154 1/2	26.782		
155 -	26.832		
155 1/2	26.882		
156 -	26.932		
156 1/2	26.982		
157 -	27.032		
157 1/2	27.082		
158 -	27.132		
158 1/2	27.182		
159 -	27.232		
159 1/2	27.282		
160 -	27.332		
160 1/2	27.382		
161 -	27.432		
161 1/2	27.482		
162 -	27.532		
162 1/2	27.582		
163 -	27.632		
163 1/2	27.682		
164 -	27.732		
164 1/2	27.782		
165 -	27.832		
165 1/2	27.882		
166 -	27.932		
166 1/2	27.982		
167 -	28.032		
167 1/2	28.082		
168 -	28.132		
168 1/2	28.182		
169 -	28.232		
169 1/2	28.282		
170 -	28.332		
170 1/2	28.382		
171 -	28.432		
171 1/2	28.482		
172 -	28.532		
172 1/2	28.582		
173 -	28.632		
173 1/2	28.682		
174 -	28.732		
174 1/2	28.782		
175 -	28.832		
175 1/2	28.882		
176 -	28.932		
176 1/2	28.982		
177 -	29.032		
177 1/2	29.082		
178 -	29.132		
178 1/2	29.182		
179 -	29.232		
179 1/2	29.282		
180 -	29.332		
180 1/2	29.382		

CONVERSION TABLE ADDED IN DEPARTMENT OF LANDS			
DP 109129	SH	4/6	
FEET INCHES		METRES	
1	0 5/8	0.351	
2	1 1/8	0.359	
3	1 1/4	0.362	
4	1 1/2	0.375	
5	1 5/8	0.381	
6	1 3/4	0.393	
7	1 7/8	0.396	
8	2 1/8	0.508	
9	2 1/4	0.508	
10	2 1/2	0.609	
11	2 3/4	0.612	
12	3 1/8	0.711	
13	3 1/4	0.711	
14	3 1/2	0.711	
15	3 3/4	0.711	
16	3 7/8	0.711	
17	4 1/8	1.148	
18	4 1/4	1.154	
19	4 1/2	1.169	
20	4 3/4	1.169	
21	4 7/8	1.169	
22	5 1/8	1.169	
23	5 1/4	1.169	
24	5 1/2	1.169	
25	5 3/4	1.169	
26	5 7/8	1.169	
27	6 1/8	1.169	
28	6 1/4	1.169	
29	6 1/2	1.169	
30	6 3/4	1.169	
31	6 7/8	1.169	
32	7 1/8	1.169	
33	7 1/4	1.169	
34	7 1/2	1.169	
35	7 3/4	1.169	
36	7 7/8	1.169	
37	8 1/8	1.169	
38	8 1/4	1.169	
39	8 1/2	1.169	
40	8 3/4	1.169	
41	8 7/8	1.169	
42	9 1/8	1.169	
43	9 1/4	1.169	
44	9 1/2	1.169	
45	9 3/4	1.169	
46	9 7/8	1.169	
47	10 1/8	1.169	
48	10 1/4	1.169	
49	10 1/2	1.169	
50	10 3/4	1.169	
51	10 7/8	1.169	
52	11 1/8	1.169	
53	11 1/4	1.169	
54	11 1/2	1.169	
55	11 3/4	1.169	
56	11 7/8	1.169	
57	12 1/8	1.169	
58	12 1/4	1.169	
59	12 1/2	1.169	
60	12 3/4	1.169	
61	12 7/8	1.169	
62	13 1/8	1.169	

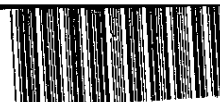
  

CONVERSION TABLE ADDED IN DEPARTMENT OF LANDS			
DP 109129	SH	4/6	CONT'D
FEET INCHES		METRES	
76	1 5/8	23.190	
77	1 5/8	23.511	
78	1 5/8	23.511	
79	1 5/8	23.511	
80	1 5/8	23.511	
81	1 5/8	23.511	
82	1 5/8	23.511	
83	1 5/8	23.511	
84	1 5/8	23.511	
85	1 5/8	23.511	
86	1 5/8	23.511	
87	1 5/8	23.511	
88	1 5/8	23.511	
89	1 5/8	23.511	
90	1 5/8	23.511	
91	1 5/8	23.511	
92	1 5/8	23.511	
93	1 5/8	23.511	
94	1 5/8	23.511	
95	1 5/8	23.511	
96	1 5/8	23.511	
97	1 5/8	23.511	
98	1 5/8	23.511	
99	1 5/8	23.511	
100	1 5/8	23.511	
101	1 5/8	23.511	
102	1 5/8	23.511	
103	1 5/8	23.511	
104	1 5/8	23.511	
105	1 5/8	23.511	
106	1 5/8	23.511	
107	1 5/8	23.511	
108	1 5/8	23.511	
109	1 5/8	23.511	
110	1 5/8	23.511	
111	1 5/8	23.511	
112	1 5/8	23.511	
113	1 5/8	23.511	
114	1 5/8	23.511	
115	1 5/8	23.511	
116	1 5/8	23.511	
117	1 5/8	23.511	
118	1 5/8	23.511	
119	1 5/8	23.511	
120	1 5/8	23.511	
121	1 5/8	23.511	
122	1 5/8	23.511	
123	1 5/8	23.511	
124	1 5/8	23.511	
125	1 5/8	23.511	
126	1 5/8	23.511	
127	1 5/8	23.511	
128	1 5/8	23.511	
129	1 5/8	23.511	
130	1 5/8	23.511	
131	1 5/8	23.511	
132	1 5/8	23.511	
133	1 5/8	23.511	
134	1 5/8	23.511	
135	1 5/8	23.511	
136	1 5/8	23.511	
137	1 5/8	23.511	
138	1 5/8	23.511	
139	1 5/8	23.511	
140	1 5/8	23.511	
141	1 5/8	23.511	
142	1 5/8	23.511	
143	1 5/8	23.511	
144	1 5/8	23.511	
145	1 5/8	23.511	
146	1 5/8	23.511	
147	1 5/8	23.511	
148	1 5/8	23.511	
149	1 5/8	23.511	
150	1 5/8	23.511	
151	1 5/8	23.511	
152	1 5/8	23.511	
153	1 5/8	23.511	
154	1 5/8	23.511	
155	1 5/8	23.511	
156	1 5/8	23.511	
157	1 5/8	23.511	
158	1 5/8	23.511	
159	1 5/8	23.511	
160	1 5/8	23.511	
161	1 5/8	23.511	
162	1 5/8	23.511	
163	1 5/8	23.511	
164	1 5/8	23.511	
165	1 5/8	23.511	
166	1 5/8	23.511	
167	1 5/8	23.511	
168	1 5/8	23.511	
169	1 5/8	23.511	
170	1 5/8	23.511	
171	1 5/8	23.511	
172	1 5/8	23.511	
173	1 5/8	23.511	
174	1 5/8	23.511	
175	1 5/8	23.511	
176	1 5/8	23.511	
177	1 5/8	23.511	
178	1 5/8	23.511	
179	1 5/8	23.511	
180	1 5/8	23.511	
181	1 5/8	23.511	
182	1 5/8	23.511	
183	1 5/8	23.511	
184	1 5/8	23.511	
185	1 5/8	23.511	
186	1 5/8	23.511	
187	1 5/8	23.511	
188	1 5/8	23.511	
189	1 5/8	23.511	
190	1 5/8	23.511	
191	1 5/8	23.511	
192	1 5/8	23.511	
193	1 5/8	23.511	
194	1 5/8	23.511	
195	1 5/8	23.511	
196	1 5/8	23.511	
197	1 5/8	23.511	
198	1 5/8	23.511	
199	1 5/8	23.511	
200	1 5/8	23.511	
201	1 5/8	23.511	
202	1 5/8	23.511	
203	1 5/8	23.511	
204	1 5/8	23.511	
205	1 5/8	23.511	
206	1 5/8	23.511	
207	1 5/8	23.511	
208	1 5/8	23.511	
209	1 5/8	23.511	
210	1 5/8	23.511	
211	1 5/8	23.511	
212	1 5/8	23.511	
213	1 5/8	23.511	
214	1 5/8	23.511	
215	1 5/8	23.511	
216	1 5/8	23.511	
217	1 5/8	23.511	
218	1 5/8	23.511	
219	1 5/8	23.511	
220	1 5/8	23.511	
221	1 5/8	23.511	
222	1 5/8	23.511	
223	1 5/8	23.511	
224	1 5/8	23.511	
225	1 5/8	23.511	
226	1 5/8	23.511	
227	1 5/8	23.511	
228	1 5/8	23.511	
229	1 5/8	23.511	
230	1 5/8	23.511	
231	1 5/8	23.511	
232	1 5/8	23.511	
233	1 5/8	23.511	
234	1 5/8	23.511	
235	1 5/8	23.511	
236	1 5/8	23.511	
237	1 5/8	23.511	
238	1 5/8	23.511	
239	1 5/8	23.511	
240	1 5/8	23.511	
241	1 5/8	23.511	
242	1 5/8	23.511	
243	1 5/8	23.511	
244	1 5/8	23.511	
245	1 5/8	23.511	
246	1 5/8	23.511	
247	1 5/8	23.511	
248	1 5/8	23.511	
249	1 5/8	23.511	
250	1 5/8	23.511	
251	1 5/8	23.511	
252	1 5/8	23.511	
253	1 5/8	23.511	
254	1 5/8	23.511	
255	1 5/8	23.511	
256	1 5/8	23.511	
257	1 5/8	23.511	
258	1 5/8	23.511	
259	1 5/8	23.511	
260	1 5/8	23.511	
261	1 5/8	23.511	
262	1 5/8	23.511	
263	1 5/8	23.511	
264	1 5/8	23.511	
265	1 5/8	23.511	
266	1 5/8	23.511	
267	1 5/8	23.511	
268	1 5/8	23.511	
269	1 5/8	23.511	
270	1 5/8	23.511	
271	1 5/8	23.511	
272	1 5/8	23.511	
273	1 5/8	23.511	
274	1 5/8	23.511	
275	1 5/8	23.511	
276	1 5/8	23.511	
277	1 5/8	23.511	
278	1 5/8	23.511	
279	1 5/8	23.511	
280	1 5/8	23.511	
281	1 5/8	23.511	
282	1 5/8	23.511	
283	1 5/8	23.511	
284	1 5/8	23.511	
285	1 5/8	23.511	
286	1 5/8	23.511	
287	1 5/8	23.511	
288	1 5/8	23.511	
289	1 5/8	23.511	
290	1 5/8	23.511	
291	1 5/8	23.511	
292	1 5/8	23.511	
293	1 5/8	23.511	
294	1 5/8	23.511	
295	1 5/8	23.511	
296	1 5/8	23.511	
297	1 5/8	23.511	
298	1 5/8	23.511	
299	1 5/8	23.511	
300	1 5/8	23.511	
301	1 5/8	23.511	
302	1 5/8	23.511	
303	1 5/8	23.511	
304	1 5/8	23.511	
305	1 5/8	23.511	
306	1 5/8	23.511	
307	1 5/8	23.511	
308	1 5/8	23.511	
309	1 5/8	23.511	
310	1 5/8	23.511	
311	1 5/8	23.511	
312	1 5/8	23.511	
313	1 5/8	23.511	
314	1 5/8	23.511	
315	1 5/8	23.511	
316	1 5/8	23.511	
317	1 5/8	23.511	
318	1 5/8	23.511	
319	1 5/8	23.511	
320	1 5/8	23.511	
321	1 5/8	23.511	
322	1 5/8	23.511	
323	1 5/8	23.511	
324	1 5/8	23.511	
325	1 5/8	23.511	
326	1 5/8	23.511	
327	1 5/8	23.511	
328	1 5/8	23.511	
329	1 5/8	23.511	
330	1 5/8	23.511	
331	1 5/8	23.511	
332	1		

101A



STAMP DUTY



Y183409

### SUB-LEASE

REAL PROPERTY ACT, 1900  
(To be lodged in duplicate)

SL

CB	of 1	X
\$	99	

R/11

REGISTERED  
LEASE  
Note (a)

LEASE of which LESSOR is registered proprietor where a folio of the register has not been created for the leasehold estate			
Lease Number	Torrens Title Reference	Description of land or premises leased	Location
L314281	Formerly VOLUME 10768 FOLIO 64  Now 7/776611	PART BEING THAT PART OF THE PREMISES SHOWN ON THE PLAN HERETO ANNEXED MARKED "A" AND THEREON DESCRIBED AS "SUBSTATION PREMISES NO. 6690" HEREINAFTER CALLED THE "DEMISED PREMISES" TOGETHER WITH RIGHT OF WAY AND EASEMENT REFERRED TO IN CLAUSES 1 AND 2 HEREOF.	HOMEBUSH
LESSOR Note (b)  WEYERHAEUSER (AUST.) PTY. LIMITED			

LESSOR  
Note (b)

LESSEE  
Note (b)

(the abovenamed LESSOR) hereby leases to the LESSEE  THE SYDNEY COUNTY COUNCIL of 570 George Street, Sydney.	OFFICE USE ONLY  OVER
--	-----------------------------

Note (c)

Note (d)

PRIOR ENCUMBRANCE

Note (e)

TERM

Note (f)

Note (g)

Note (h)

the premises above described, subject to the following PRIOR ENCUMBRANCES

1. ....	2. ....	3. ....
---------	---------	---------

for a TERM of 50 YEARS commencing on 31/8/1975 and TERMINATING on 30/8/2025

(with an OPTION TO PURCHASE and/or an OPTION OF REDEMPTION set forth in clause (a) of SCHEDULE TWO hereto)

together with and reserving the rights and liberties set forth in SCHEDULE ONE hereto, and

SUBJECT to the covenants and provisions:

(i) implied by sections 84 and 86 of the Conveyancing Act, 1919 as are not expressly negated or modified herein;

(ii) set forth in the Memorandum filed in the Land Titles Office as Number W578000; and

(iii) set forth in SCHEDULE TWO hereto, which covenants and provisions shall be deemed to be incorporated herein.

DATE 9th February 1989

EXECUTION  
Note (i)

We hereby certify this lease to be correct for the purposes of the Real Property Act, 1900.

Signed in my presence by the lessor who is personally known to me:  
THE COMMON SEAL OF WEYERHAEUSER (AUST.) PTY. LIMITED )  
was hereunto affixed by the Director whose signature )  
is set opposite hereto in the presence of:- )

Note (j)

Signed in my presence by the lessee who is personally known to me:  
SIGNED SEALED AND DELIVERED for and on behalf of )  
THE SYDNEY COUNTY COUNCIL by BRIAN CHARLES GRAHAM )  
its duly constituted Attorney pursuant to Power of )  
Attorney registered book 3716 No. 427 in the )  
presence of:- )  
Witness

C. P. O'Brien  
Director

Attorney. (28/6/88)

TO BE COMPLETED  
BY LODGING PARTY  
Notes (k)  
and (l)

LODGED BY <b>BARTIER PERRY PURCELL</b> 167 MACQUARIE ST., SYDNEY 221-3877 DX 109 102Q		LOCATION OF DOCUMENTS	
Delivery Box Number		CT	OTHER
			Herewith.
			In L.T.O. with
		①	Produced by (5675)
Checked	Passed	REGISTERED - -19	
101A	EPA	17 FEB 1989	
Signed	Extra Fee		
OFFICE USE ONLY		Secondary Directions	
		Delivery Directions	Dep 102Q
		CHQ 17 CT	5675



RP 1A

**SCHEDULE ONE HEREINBEFORE REFERRED TO**

The Lessee shall have the benefit of the following rights and liberties:

Notes (l) and (m)

1. The Lessee shall have full right and liberty for its officers servants workmen agents and contractors with or without tools materials plant and other apparatus and vehicles to pass and repass at all times of the day or night during the term hereby created over the land marked "Right of Way (5 Wide) (7.37 Wide)" on the plan hereto annexed marked "A" (hereinafter referred to as "right of way") and during such times as the Lessee considers necessary to park vehicles upon the said right of way PROVIDED HOWEVER that access for the Lessor its agents tenants or licensees is not unnecessarily impeded.

The Lessor reserves unto himself the following rights and liberties:—

Notes (l) and (m)

2. The Lessee shall have full right liberty and licence for its officers servants workmen agents and contractors during the term hereby created to construct lay down dismantle replace repair renew and maintain underground/overhead electricity cables through beneath or over the land marked "Easement For Electricity Purposes 2 Wide and Variable Width" on the plan hereto annexed marked "A" (hereinafter referred to as "easement") AND ALSO free and uninterrupted passage of electricity through the cables within the said easement.

**SCHEDULE TWO HEREINBEFORE REFERRED TO**

Notes (m) and (n)

NIL.

SIGNED FOR AND ON BEHALF OF  
WEYERHAEUSER (AUST.) PTY. LIMITED

*[Signature]*  
R.D. Bunker

SIGNED FOR AND ON BEHALF OF  
THE SYDNEY COUNTY COUNCIL

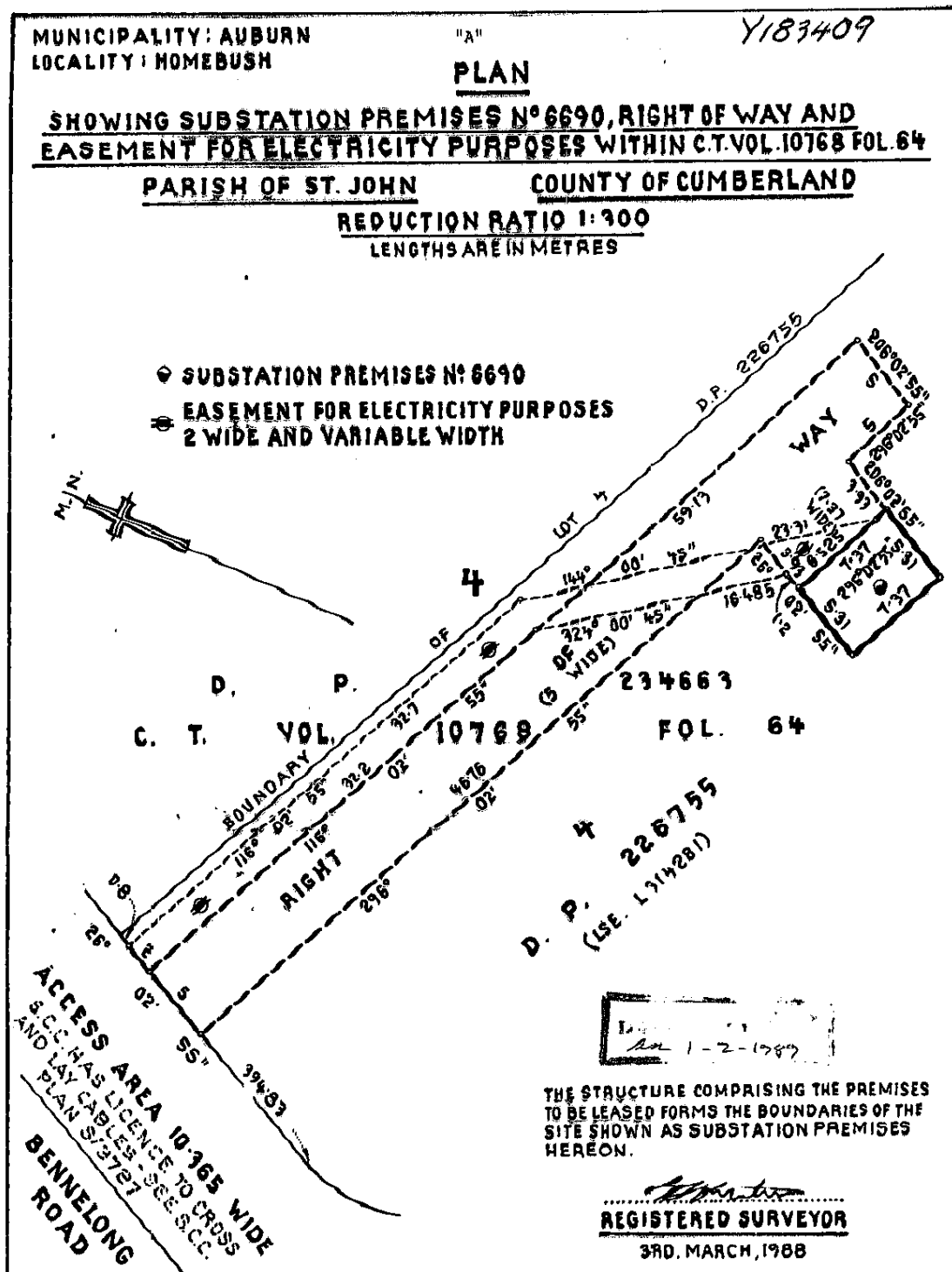
*[Signature]*  
Attorney  
*[Signature]*  
Witness

(For continuation of SCHEDULE TWO, see annexure(s) hereto)  
OFFICE USE ONLY

Note (g)

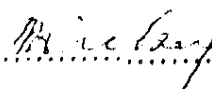
DIRECTION PROP No Of NAMES		FIRST SCHEDULE DIRECTIONS					
(A)	FOUR IDENTIFIER	(B) No	(C) SHARE	(D) J	(E)	NAME AND DESCRIPTION	
SECOND SCHEDULE & OTHER DIRECTIONS							
(F)	FOUR IDENTIFIER (OR REG DEALING & FOUR IDENTIFIER)	(G) DIRECTION	(H) NOTE TYPE	(I)	DEALING NUMBER	(J)	DETAILS
		UNDR ON	L VA		L314281		(to the Sydney County Council) Sublease of substation premises No. 6690 as shown on plan with Y183409 together with a right of way and an easement for electricity purposes over other parts of the land above described. Expires 30-8-2025.

THIS MARGIN TO REMAIN FREE OF NOTATION

**SIGNATURES AND SEALS OF PARTIES**

THIS IS THE PLAN MARKED "A" REFERRED TO IN MEMORANDUM OF SUB-LEASE

BETWEEN WEYERHAEUSER (AUST.) PTY. LIMITED AND THE SYDNEY COUNTY COUNCIL

Signed for and on behalf of  
WEYERHAEUSER (AUST.) PTY. LIMITEDX  XX  XSigned for and on behalf of  
THE SYDNEY COUNTY COUNCIL.....  
Attorney. .....  
Witness. 

CONSENT TO SUB-LEASE

THE MARITIME SERVICES BOARD OF NEW SOUTH WALES the Head Lessor named in  
Memorandum of Sub-Lease Registered No. L314281 HEREBY CONSENTS to the  
within written Sub-Lease from WEYERHAEUSER (AUST.) PTY. LIMITED to THE SYDNEY  
COUNTY COUNCIL PROVIDED THAT this consent shall not be deemed to extend to  
any further sub-letting, mortgaging, assigning or parting the possession of  
the premises comprised in Memorandum of Sub-Lease Registered L314281 or any  
part thereof.

DATED THIS

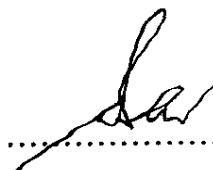
10<sup>th</sup>

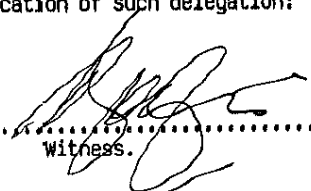
DAY OF

November

1988.

SIGNED by me GRAHAM JOHN BLAIR  
as Delegate of THE MARITIME SERVICES  
BOARD OF NEW SOUTH WALES and I hereby  
certify that I have no notice as to  
the revocation of such delegation: )

  
.....

  
.....  
Witness.

0450R.

Form: 07L  
Release: 4-4

## LEASE

New South Wales  
Real Property Act 1900

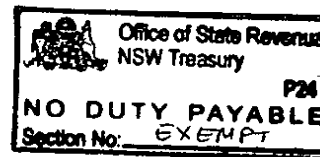


# AK971351X

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

### STAMP DUTY

Office of State Revenue use only



### (A) TORRENS TITLE

Property leased

The land identified in Schedule 2 of Annexure A.

### (B) LODGED BY

Document  
Collection  
Box

**27C**

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

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

Reference: 82586412

CODE

**L**

### (C) LESSOR

AUSGRID (ABN 67 505 337 385)

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

### (D)

Encumbrances (if applicable):

### (E) LESSEE

See page 3 of Annexure A

### (F)

TENANCY: Tenants in Common

- (G) 1. **TERM** 99 years subject to terms and conditions in Annexure A
2. **COMMENCING DATE** 1 DECEMBER 2016
3. **TERMINATING DATE** 30 NOVEMBER 2115
4. With an **OPTION TO RENEW** for a period of 99 years  
set out in clause 17.1 of Annexure A
5. With an **OPTION TO PURCHASE** set out in clause N.A of N.A
6. Together with and reserving the **RIGHTS** set out in clause N.A of N.A
7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** A hereto.
8. Incorporates the provisions set out in N.A  
No. N.A
9. The **RENT** is set out in item No. 10 of Schedule 1 in Annexure A

For updates & amendments to reference Schedules see last

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

DATE 1 DECEMBER 2016

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

Company:

Authority: For execution by Lessor, see page 495 of Annexure A

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:

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

Company:

Authority: For execution by Lessee, see page 495 of Annexure A

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

Office held:

(I) **STATUTORY DECLARATION\***

I \_\_\_\_\_

solemnly and sincerely declare that—

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

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

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

☐ Justice of the Peace (J.P. Number: \_\_\_\_\_) ☐ Practising Solicitor

☐ Other qualified witness [specify] \_\_\_\_\_

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

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a \_\_\_\_\_ [Omit ID No.]

Signature of witness:

Signature of applicant:

\* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

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

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Page 2 of 497

1309

Handwritten signatures and initials: 87, LR, JB, VA, AB

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

Annexure A to Lease dated *1 DECEMBER* 2016

**Lessee**

((E) of Form 07L)

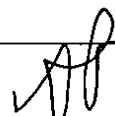

**Blue Asset Partner Pty Ltd** (ACN 615 217 493) as to a 50.4% share

**ERIC Alpha Asset Corporation 1 Pty Ltd** (ACN 612 974 044) as to a 12.4% share

**ERIC Alpha Asset Corporation 2 Pty Ltd** (ACN 612 975 023) as to a 12.4% share

**ERIC Alpha Asset Corporation 3 Pty Ltd** (ACN 612 975 032) as to a 12.4% share

**ERIC Alpha Asset Corporation 4 Pty Ltd** (ACN 612 975 078) as to a 12.4% share

*8 x 518*  

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

**Contents**

<b>1</b>	<b>Definitions and Interpretation</b>	<b>9</b>
1.1	Partnership – Lessee and Permitted Sublessee	9
1.2	Definitions	11
1.3	Interpretation	26
1.4	Survival	27
1.5	Business Days	27
1.6	Trustee Party capacity	27
1.7	Consents or approvals	28
1.8	Lessor's consent	28
1.9	Lessee acknowledgements of State rights	29
1.10	Lessee's Representatives	29
1.11	Regulatory Asset Base	29
<b>2</b>	<b>Lease</b>	<b>29</b>
2.1	Lease Premium	29
2.2	Lease	29
2.3	Head Leases	30
2.4	Private Easements	32
2.5	Easements in Gross	33
2.6	Transfer of Private Easements and Easements in Gross as at Lease End Date	33
2.7	Obligations under Private Easements and Easements in Gross	34
2.8	Contractual Licences	35
2.9	Right to locate assets	36
2.10	New Land and statutory land acquisition functions	36
2.11	Statutory Rights	38
2.12	Authorisations	39
2.13	Operator of Leased Network	39
2.14	Permitted Sublessee	39
2.15	Lessee supply of telecommunications services	39
2.16	New Network Technologies	40
2.17	Slip provision	41
2.18	Unregistered Lease over land affected by caveats	42
<b>3</b>	<b>Concurrent Lease</b>	<b>43</b>
3.1	Concurrent Lease	43
3.2	Relevant Lease Covenants	43
3.3	Lessee's dealing with Existing Tenant Leases	44
3.4	Lessor not to deal with Existing Tenant Leases	44
3.5	Existing Lease Guarantees	45
<b>4</b>	<b>Power of attorney</b>	<b>45</b>
<b>5</b>	<b>As is where is</b>	<b>46</b>
5.1	Condition	46
5.2	Exclusion of warranties	46
<b>6</b>	<b>Rent and other payments</b>	<b>47</b>
6.1	Rent	47
6.2	Other payments	47
6.3	Rates and taxes	47

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

6.4	Lessee to pay for Services	47
6.5	Payment of rent and other payments	47
6.6	Default Interest	47
6.7	Rates and Taxes assessments	48
6.8	No Abatement	48
6.9	Recipient created tax invoices	48
<b>7</b>	<b>Use of Leased Assets and Land</b>	<b>48</b>
7.1	Use	48
7.2	Operation, Repair and Maintenance	49
7.3	Street Lighting System	49
7.4	Improvements	49
7.5	Removal of Obsolete Parts and Obsolete Non-Network Assets	51
7.6	Operational disruption	51
7.7	Works in last 10 years	51
7.8	Transition Plan	52
<b>8</b>	<b>Records, Information and Inspection</b>	<b>53</b>
8.1	Records	53
8.2	Information	54
8.3	Inspection	54
8.4	Access to third parties	55
8.5	Notifications	55
8.6	Asset register	55
8.7	No release from liability or responsibility	56
8.8	Cooperation of Permitted Sublessee	56
<b>9</b>	<b>Title and Quiet Enjoyment</b>	<b>56</b>
9.1	Lessor's title	56
9.2	Protection of title	56
9.3	Quiet Enjoyment	57
9.4	Encumbrances	57
9.5	Assistance by Lessor	58
9.6	Put and Call Option Agreements	58
<b>10</b>	<b>Insurance</b>	<b>59</b>
10.1	Required insurance policies	59
10.2	Requirements for Policies taken out by the Lessee	60
10.3	Notification and Provision of Information	61
10.4	Failure to Insure	61
10.5	Uninsurable risks	61
10.6	Compliance and enforcement	62
10.7	Notice of claims	62
10.8	Use of insurance proceeds	62
10.9	Payment of premiums	62
<b>11</b>	<b>Risk and Indemnities</b>	<b>63</b>
11.1	Risk	63
11.2	Indemnity and release	63
11.3	Indemnity continuing	65
11.4	Insurance not to limit indemnity	65
11.5	No requirement for expense before enforcement of indemnity	65



Lease Annexure A Distribution Network Lease

Allens > < Linklaters

<b>12</b>	<b>Work Health and Safety</b>	<b>65</b>
<b>13</b>	<b>Heritage and cultural heritage</b>	<b>65</b>
<b>14</b>	<b>Native Title</b>	<b>66</b>
<b>15</b>	<b>Aboriginal Land Claims</b>	<b>68</b>
<b>16</b>	<b>Termination by Lessor</b>	<b>68</b>
	16.1 Lessor Termination Event	68
	16.2 Termination by the Lessor	72
	16.3 Notification	72
	16.4 No other termination	72
	16.5 Forfeiture	73
	16.6 Application despite Laws	73
<b>17</b>	<b>Lessor's election to renew</b>	<b>73</b>
	17.1 Election	73
	17.2 Option Fee	73
	17.3 Where election to extend does not apply	74
<b>18</b>	<b>Return on Expiry or Termination</b>	<b>74</b>
	18.1 Return condition	74
	18.2 Failure to return assets in required condition	76
	18.3 Actions during the Term	76
	18.4 Third Party Telecommunications Network	76
<b>19</b>	<b>Acquisition and Transfer of Additional Network Assets and Additional Network Land</b>	<b>76</b>
<b>20</b>	<b>Dealings with Leased Assets and Leased Land on Expiry</b>	<b>77</b>
	20.1 Removal of parts of the Leased Assets and Leased Land on Expiry	77
	20.2 Compensation	77
	20.3 Exclusion of land value	78
	20.4 Lessor Termination Event	78
<b>21</b>	<b>Surrender</b>	<b>78</b>
	21.1 Surrender Notice	78
	21.2 Surrendered Area	79
	21.3 Effect of surrender	79
	21.4 Lessee's obligations	79
	21.5 Lessor's obligations	79
	21.6 Disposal of Surrendered Area	79
	21.7 Variation	80
	21.8 External adviser and Governmental Agencies	80
<b>22</b>	<b>Force Majeure</b>	<b>80</b>
	22.1 Force Majeure Event	80
	22.2 Claims for relief	81
	22.3 Suspension of obligations	81
	22.4 Mitigation	81
	22.5 Permitted Sublessee	81
	22.6 Effect on Term	81
<b>23</b>	<b>Security Interests, Assignments and Subletting</b>	<b>81</b>
	23.1 Security Interests	81
	23.2 Permitted assignments	82
	23.3 Subletting	84

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

23.4	Change of Control	86
23.5	State ownership of Lessor	86
<b>24</b>	<b>Taxes and Costs</b>	<b>86</b>
<b>25</b>	<b>Dispute resolution</b>	<b>87</b>
25.1	Dispute resolution process	87
25.2	Independent expert	88
<b>26</b>	<b>Confidentiality</b>	<b>88</b>
26.1	General Obligations	88
26.2	Exceptions	89
26.3	Notice	90
<b>27</b>	<b>Notices</b>	<b>91</b>
27.1	Provision of Notices	91
27.2	Authorised persons	92
<b>28</b>	<b>Entire agreement</b>	<b>93</b>
<b>29</b>	<b>No waiver</b>	<b>93</b>
<b>30</b>	<b>Rights cumulative</b>	<b>93</b>
<b>31</b>	<b>Amendment</b>	<b>93</b>
<b>32</b>	<b>Further assurances</b>	<b>93</b>
<b>33</b>	<b>No merger</b>	<b>94</b>
<b>34</b>	<b>Severability of provisions</b>	<b>94</b>
<b>35</b>	<b>GST</b>	<b>94</b>
35.1	GST to be added to amounts payable	94
35.2	Liability net of GST	94
35.3	Timing of the payment of the GST Amount	94
35.4	Off-set of GST Amount in integrated accounts	94
35.5	Revenue exclusive of GST	95
35.6	Cost exclusive of GST	95
35.7	Adjustment Event	95
35.8	GST Group	95
35.9	Non-monetary Consideration	95
35.10	Lessee acquisitions on behalf of Lessor	96
35.11	Supply under existing arrangements	96
35.12	Recipient created tax invoices	96
35.13	Definitions and interpretation	96
35.14	Partnership capacity	97
<b>36</b>	<b>Moratorium Legislation</b>	<b>97</b>
<b>37</b>	<b>Representations and warranties</b>	<b>97</b>
37.1	Lessor and Lessee Partners	97
37.2	Lessee	97
37.3	Trustee Party Authority	98
<b>38</b>	<b>Caveats</b>	<b>98</b>
<b>39</b>	<b>Set-off</b>	<b>99</b>
<b>40</b>	<b>General PPSA Provisions</b>	<b>99</b>
<b>41</b>	<b>Exclusion of legislative provisions</b>	<b>99</b>
<b>42</b>	<b>Notification system</b>	<b>99</b>

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

<b>43</b>	<b>Governing law and jurisdiction</b>	<b>100</b>
<b>Schedule 1</b>		<b>101</b>
	Reference Schedule	101
<b>Schedule 2</b>		<b>102</b>
	Leased Land	102
<b>Schedule 3</b>		<b>102</b>
	Old System Leases	102
<b>Schedule 4</b>		<b>102</b>
	Unregistered Leases	102
<b>Schedule 5</b>		<b>439</b>
	Existing Non-Network Assets	439
<b>Schedule 6</b>		<b>440</b>
	Contractual Licences as at the Commencement Date	440
<b>Schedule 7</b>		<b>455</b>
	Sublease Deed	455
<b>Signing Page</b>		<b>495</b>

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

**Agreed terms**

**Parties**

- 1 Ausgrid (ABN 67 505 337 385) (the **Lessor**);
- 2 Ausgrid Asset Partnership (ABN 48 622 605 040) of Level 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 Lessee**);
  - (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 Lessee 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 Lessee 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 Lessee 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 Lessee 4)**,(the **Lessee**).
- 3 The following, each in their personal capacity:
  - (a) Private Lessee;
  - (b) ERIC Lessee 1;
  - (c) ERIC Lessee 2;
  - (d) ERIC Lessee 3; and
  - (e) ERIC Lessee 4.

**It is agreed** as follows.

**1 Definitions and Interpretation**

**1.1 Partnership – Lessee and Permitted Sublessee**

- (a) Clauses 1.1(b) to 1.1(f) apply if the Lessee comprises a partnership despite the partners in the partnership being listed as tenants in common on page 3 of this Annexure A for the purposes of the Lessee's details in Form 07L under the *Real Property Act 1900* (NSW). If the Lessee is not a partnership, clauses 1.1(b) to 1.1(f) will cease to apply and any references to Partners in this Lease will no longer apply.
- (b) Subject to paragraph (d):
  - (i) the obligations, undertakings, covenants, warranties, indemnities and liabilities of the Lessee under this Lease bind all the Partners jointly and severally; and
  - (ii) except to the extent clauses 23.2(c)(iii) and 23.2(f) provide otherwise, this Lease binds and will continue to bind the Partners jointly and severally despite the

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

dissolution, or any change at any time in the constitution, of the Partnership, or any change at any time in the Law regarding partnerships, and, in respect of accrued rights and liabilities as between the Lessor and a Partner, will continue to bind the Lessor and that Partner even if an entity ceases to be a Partner.

- (c) All references to the Lessee in:
  - (i) the definitions of Additional Network Assets, Additional Network Land and Associate in clause 1.2; and
  - (ii) clauses 2.15 (Lessee supply of telecommunications services), 2.16(a) (New Network Technologies), 4 (Power of Attorney), 7.4(g) (Improvements), 16.1(b) (Insolvency Event), 16.1(c) (Unauthorised dealing by Lessee), 16.1(i) (Change of Control of Lessee), 23.1 (Security Interests), 23.2(b) (Permitted assignments), 23.3(a) (Subletting), 23.4(a) and 23.4(b) (Change of Control), 26 (Confidentiality), 38 (Caveats) and 43 (Governing law and jurisdiction),
 will be read as including a reference to all Partners jointly in partnership and to each Partner severally.
- (d) Paragraph (b) has no application to clauses 1.6 (Trustee Party capacity) and 37.1 and 37.3 (Representations and warranties). Those clauses bind the Partnership or the Partners (as the case may be) on their specific terms.
- (e) Except where expressly stated otherwise, where any provision of this Lease requires or contemplates:
  - (i) the consent, approval or agreement of, or a direction by, the Lessee for a matter, the consent, approval or agreement of, or direction by, the Partnership Representative will be deemed to constitute the consent, approval or agreement of, or direction by, all Partners; or
  - (ii) the Lessee meeting or conferring with the Lessor, then attendance, and decisions made, by the Partnership Representative will be deemed to constitute attendance, and decisions made, by all Partners.
- (f) The Lessor:
  - (i) is entitled to seek information from or give notices and directions to the Partnership Representative (on behalf of the Lessee) and, except where expressly stated otherwise, is not required to seek information or give notices or directions to each individual Partner; and
  - (ii) need not inquire whether the Partners (individually or collectively) have authorised the Partnership Representative to do anything contemplated under this Lease. Without limitation, in the absence of actual knowledge to the contrary, the Lessor is entitled to assume that each of the Partners have irrevocably:
    - (A) appointed the Partnership Representative to act as the Lessee's representative under this Lease;
    - (B) authorised the Partnership Representative to receive notices, give notices and directions and provide any information required to be given by the Lessee under this Lease; and
    - (C) agreed that any action of the Partnership Representative binds each of them.

If there is no Partnership Representative nominated by the Lessee, then:

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (iii) paragraphs (e) and (f)(i) and (ii) will apply such that any of the Partners at any time is deemed to be the Partnership Representative; except that
- (iv) any information sought from the Lessee, or notice or direction given by the Lessor to the Lessee, shall be sought from or given to each Partner.
- (g) If a Permitted Sublessee is in the form of a partnership, all references to the Permitted Sublessee in:
  - (i) the definitions of Additional Network Assets, Additional Network Land, Associate and Partnership Group; and
  - (ii) clauses 2.15 (Lessee supply of telecommunications services), 2.16(a) (New Network Technologies), 7.4(g) (Improvements), 11 (Risk and Indemnities), 16.1(d) (Unauthorised dealing by Permitted Sublessee) or 16.1(j) (Change of Control of Permitted Sublessee),
 will be read as including a reference to all partners in that partnership jointly in partnership and to each partner severally.

**1.2 Definitions**

The following definitions together with those in the Reference Schedule apply unless the context requires otherwise.

**Aboriginal Land Claim** means a claim under the *Aboriginal Land Rights Act 1983* (NSW).

**ACMA** means the Australian Communications and Media Authority.

**Act** means the *Electricity Network Assets (Authorised Transactions) Act 2015* (NSW).

**Additional Network Assets** means any assets (including contractual and other rights) of the Lessee, a Permitted Sublessee or an Associate of any of them (where that Associate holds the asset for the benefit of, or makes it available for use by, the Lessee or Permitted Sublessee) that are reasonably required to enable the Leased Network to be operated as a fully functioning electricity network, but excludes any Leased Assets or Leased Land. For the avoidance of doubt, Additional Network Assets may include assets such as contractual, intellectual property and other rights that are used in connection with access to or the management, operation, repair, maintenance, alteration, modification, change or replacement of the Leased Network.

**Additional Network Land** means:

- (a) any land owned by; and
- (b) any rights in, over or in respect of land (including proprietary or contractual rights, rights of way, easements and rights under leases or licences) that are held by, or the benefit of which is enjoyed by,

the Lessee, a Permitted Sublessee or an Associate of any of them (where that Associate holds the land or rights for the benefit of, or makes it available for use by, the Lessee or Permitted Sublessee), being land or rights that is or are reasonably required to enable:

- (c) the operation of the Leased Network as a fully functioning electricity network; or
- (d) access to or the management, operation, repair, maintenance, alteration, modification, change or replacement of any Leased Network Assets or any Additional Network Assets,

but excludes any Leased Assets or Leased Land.

**AEMC** means the Australian Energy Market Commission established under section 5 of the *Australian Energy Market Commission Establishment Act 2004* (SA).

**AEMO** means Australian Energy Market Operator Limited (ACN 072 010 327).

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

**AER** means the Australian Energy Regulator established under section 44AE of the *Competition and Consumer Act 2010* (Cth).

**Associate**, in relation to the Lessee or a Permitted Sublessee (each an "entity") means:

- (a) each of that entity's Related Bodies Corporate;
- (b) each person who has a relevant interest (as that term is defined in the Corporations Act) in 20% or more of the voting shares in that entity;
- (c) each other entity in which that entity has a relevant interest (as that term is defined in the Corporations Act) in 20% or more of the voting shares in that other entity as if that other entity were a 'company' as defined in the Corporations Act and its securities were shares;
- (d) each other entity that Controls that entity;
- (e) each other entity that is Controlled by that entity;
- (f) each trust of which the entity, or a person or entity described in paragraph (a), (b), (c), (d) or (e), is a trustee; and
- (g) each trust in which that entity holds 20% or more of voting rights of voting securities, as if that trust were a 'company' as defined in the Corporations Act and its securities were shares,

except that, for the purposes of this Lease a relevant interest (as that term is defined in the Corporations Act) that has arisen merely because the person is a party to a shareholders' agreement or consortium agreement, or a constitution, in respect of the entity that gives members pre-emptive rights on the transfer of securities if all members have pre-emptive rights on the same terms, will be disregarded. A reference to the Corporations Act in this definition is to that Act as in force as at the Commencement Date.

**ATO** means the Australian Tax Office.

**Authorisation** means:

- (a) any consent, authorisation, registration, filing, lodgement, agreement, notarisation, certificate, permission, licence, approval, authority or exemption from, by or with a Governmental Agency; or
- (b) in relation to anything which will be fully or partly prohibited or restricted by Law if a Governmental Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

**Bank Bill Rate** means the average mid-rate for 90 day bills as displayed on the 'BBSW' page of the Reuters Monitor System on the due date for payment. However, if the average mid-rate is not displayed by 10.30am on that day, or if it is displayed but there is an obvious error in that rate, Bank Bill Rate means the rate set by the Lessor in good faith at approximately 10.30am on that day having regard, to the extent possible, to the mid-rate otherwise bid and offered for bills of that tenor at or around that time (including any displayed on the 'BBSW' page of the Reuters Monitor System).

**Business Day** means a day other than a Saturday, Sunday, public holiday or bank holiday in Sydney, Australia.

**Carriage Service** has the meaning given in the Telecommunications Act.

**Carrier Licence** has the meaning given in the Telecommunications Act.

**Change of Control**, in relation to an entity, means a change in a person who is able to Control the entity.

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

**Claim** means a claim, cause of action, notice, demand, action, proceeding, litigation, investigation, judgment, damage, loss, cost, expense or liability however arising or caused, and whether direct or indirect, present, fixed or unascertained, consequential, incidental, future, actual or contingent or economic, whether at law, in equity, under statute or otherwise, and whether involving a third party or otherwise.

**CLM Act** means the *Contaminated Land Management Act 1997* (NSW).

**Commencement Date** means the commencement date of this Lease referred to in item 6 of the Reference Schedule.

**Contamination** has the meaning set out in the CLM Act.

**Contractual Licence** means any agreement which contains a contractual right or entitlement (whether existing as at the Commencement Date or subsequently created during the Term) that enables the location of any Leased Network Assets on, above or under any land or access to any Leased Network Assets, but does not include:

- (a) this Lease, any sublease under clause 23.3 or any Head Lease; or
- (b) any agreement the primary purpose of which is not to enable the location of any Leased Network Assets on, above or under any land or access to any Leased Network Assets.

As at the Commencement Date, the Contractual Licences are the agreements listed in Schedule 6.

**Control** of an entity means the definition of 'control' in section 50AA of the Corporations Act as in force as at the Commencement Date and:

- (a) in the case of a corporation, includes the power (whether it is legally enforceable or not) to control, whether directly or indirectly, the composition of the board of directors of that corporation, the voting rights of the majority of the voting shares of the corporation or the management of the affairs of the corporation; and
- (b) in the case of a trustee of a trust, includes the power (whether it is legally enforceable or not) to control, whether directly or indirectly, the appointment or removal of the trustee of the trust, the composition of the board of directors of the trustee, the voting rights of the majority of the units of the trust or the management of the affairs of the trust or the business operated by the trust,

and **Controlled** has a corresponding meaning.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**CPI** means the Consumer Price Index (Sydney all groups) published by the Australian Bureau of Statistics. If that index ceases to be published or is substantially changed, CPI shall be such other index as may be determined by the Lessor as a suitable benchmark for recording general movements in prices.

**CPI-Adjusted Amount** means, in respect of an amount, the amount calculated in accordance with the formula below:

$$\text{Amount}_{t-1} \times (\text{CPI}_t / \text{CPI}_{t-1})$$

where:

Amount<sub>t-1</sub> is the amount of the relevant amount for the Year (Y<sub>t-1</sub>) that precedes the relevant Year (Y<sub>t</sub>);

CPI<sub>t</sub> is the CPI for the Quarter ending 30 September of the relevant Year; and



Lease Annexure A Distribution Network Lease

Allens > < Linklaters

CPI<sub>t-1</sub> is the CPI for the Quarter ending 30 September of the Year that precedes the relevant Year.

**Customer Metering Assets** means any assets or equipment forming part of a 'meter' as defined under the National Electricity Rules (as in force as at the Commencement Date), and any associated communications equipment such as modems or aerials, generally located at or near a connection point of a customer and used to measure and record the consumption or supply of electricity by or to the customer.

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

**Easement in Gross** means any easement in gross created pursuant to section 88A of the *Conveyancing Act 1919* (NSW) or similar legislation of New South Wales that enables the location of any Leased Network Assets on, above or under any land, access to any Leased Network Assets or the provision by the Lessor, the Lessee or any Permitted Sublessee of Services in connection with any Leased Network Assets, whether such easement in gross is registered or unregistered.

**EISS – New Employer Payment Deed** means the EISS New Employer Payment Deed dated on or about the date of this Lease between the State, the New Employer and the Ausgrid Operator Partnership as Guarantor.

**Electricity Supply Act** means the *Electricity Supply Act 1995* (NSW).

**Encumbrance** means:

- (a) all statutory rights relating to Services passing through or over the Leased Land, whether or not protected by a registered easement; and
- (b) any easements (including statutory easements), and any rights or permits to pass over or occupy any part of the Leased Land or to access or use any Leased Network Assets or any Leased Land, whether registered or unregistered, where the grantor is the Lessor, the Lessee or any Permitted Sublessee or those easements, rights or permits are as against the Lessor, the Lessee or any Permitted Sublessee,

but does not include this Lease, any sublease under clause 23.3 or any Head Lease.

**ERIC Partner** means a 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 Partners are ERIC Partners:

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

**Existing Lease Guarantee** means a security given to the Lessor with respect to an Existing Tenant's obligations under an Existing Tenant Lease and includes:

- (a) a guarantee or guarantee and indemnity given by a person;
- (b) a bank guarantee; and
- (c) a bond.

**Existing Non-Network Assets** means all plant and machinery that, immediately prior to the Commencement Date, was owned by the Lessor and includes the assets set out in Schedule 5, but does not include any:

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (a) motor vehicles; or
- (b) Leased Network Assets.

**Existing Tenant** means a person or entity that holds an estate or interest in any part of the Leased Land pursuant to an Existing Tenant Lease.

**Existing Tenant Lease** means:

- (a) a lease or sublease (registered or unregistered), or an agreement to lease or sublease, in respect of which the Lessor is the lessor or sublessor (as applicable) and that permits a person other than the Lessee to occupy any part of the Leased Land as at the Commencement Date; and
- (b) in the case of an agreement to lease or sublease referred to in paragraph (a), the lease or sublease entered into pursuant to that agreement to lease or sublease that comes into effect after the Commencement Date.

**Expiry Date** means the date of expiry specified in item 7 of the Reference Schedule.

**Force Majeure Event** has the meaning given in clause 22.1.

**Fund** means trust(s), partnership(s), body(ies) corporate or similar vehicle(s) which are used for collective investment by investors or members.

**Good Operating Practice** means the exercise of that degree of skill, diligence, prudence and foresight that reasonably would be expected from a prudent, efficient and experienced electricity network operator in Australia under conditions comparable to those applicable to the Leased Network Assets, the Leased Land and the Network Land.

**Governmental Agency** means a government (whether federal, state, territorial or local), a department, office or minister of a government acting in that capacity or a commission, delegate, instrumentality, agency, board or other governmental, semi-governmental, judicial, administrative, regulatory, monetary or fiscal authority, whether statutory or not (including, for the avoidance of doubt, AEMO, the AER, the AEMC and IPART). It also includes a self-regulatory organisation established under statute.

**Head Lease** means any lease pursuant to which the Lessor derives its interest in any Leasehold Land, as described in Parts 2 or 4 of Schedule 2, in Schedule 3 or in Schedule 4 including a lease the details of which are deemed to be included in Parts 2 or 4 of Schedule 2, in Schedule 3 or in Schedule 4 by virtue of clause 2.10 or 2.17 (as applicable).

**Improvements** means all fixtures (including buildings, earthworks and other improvements of whatever nature) affixed to the Leased Land, whether structural, permanent or temporary and whether constructed before or after the Commencement Date, but excluding any Leased Assets.

**Initial Lease Premium** means the Premium as at the Commencement Date before any adjustment under the Sale and Purchase Agreement.

**Insolvency Event** means, in relation to an entity:

- (a) an Insolvency Official is appointed over all or any of the entity's assets or undertaking; or
- (b) any event occurs which, under the laws of any relevant jurisdiction, has an analogous or equivalent effect to the event listed above.

**Insolvency Official** means an administrator, a controller or a liquidator (all as defined in section 9 of the Corporations Act) or any similar officer under the laws of any relevant jurisdiction.

**IPART** means the Independent Pricing and Regulatory Tribunal of New South Wales established under section 5 of the *Independent Pricing and Regulatory Tribunal Act 1992* (NSW).

**land** includes an interest in land.

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

**Law** means:

- (a) any statute, regulation or subordinate legislation;
- (b) any principles of common law or equity as applied from time to time; and
- (c) any code, ruling, guideline, policy, condition or other instrument issued by a Governmental Agency that is legally binding on the persons to which it applies.

**Lease End Date** means the date on which the lease of the Leased Assets and the Leased Land under this Lease comes to an end for any reason.

**Leased Assets** means:

- (a) the Leased Network Assets; and
- (b) the Existing Non-Network Assets.

**Leased Land** means:

- (a) the Network Leased Land; and
- (b) the Non-Network Leased Land.

**Leased Network Assets** means:

- (a) the assets that form part of the Network;
- (b) the Network-Related Equipment;
- (c) the assets that form part of the Telecommunications Network;
- (d) the assets that form part of any New Network Technology; and
- (e) the assets that form part of the Street Lighting System.

**Leased Network** means the Network as supplemented or replaced by any New Network Technology.

**Leased Property** means:

- (a) the Leased Assets; and
- (b) the Leased Land,

which are collectively leased together under this Lease.

**Leasehold Land** has the meaning given in 2.3(a).

**Lessee's Representatives** means any officer, employee, agent, contractor, consultant, adviser, licensee or invitee of the Lessee, including any Permitted Sublessee, Network Management and the Partnership Representative and their respective officers, employees, agents, contractors, consultants, advisers, licensees and invitees.

**Lessor's Representatives** means any officer, employee, agent, contractor, consultant, adviser or invitee of the Lessor, but does not include the Lessee or the Lessee's Representatives.

**Lessor Termination Event** has the meaning given in clause 16.1.

**Loss** means any and all losses, actions, claims (including claims involving a third party or otherwise), suits, liabilities, damages, compensation, costs, expenses, diminutions in value or deficiencies of any kind or character, including all interest and other amounts payable to third parties, all liabilities on account of taxes and all legal (on a full indemnity basis) and other expenses reasonably incurred in connection with investigating or defending any claims or actions, whether or not resulting in any liability and all amounts paid in settlement of claims or actions, including consequential or indirect losses and losses of profit, contract, opportunity, revenue and

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

production. It includes the reasonable internal costs of the Lessor or the Lessee (including of time spent).

**LPI** means Land and Property Information, New South Wales.

**Major Authorisation** means:

- (a) any licence under the Electricity Supply Act to operate the Leased Network;
- (b) any registration (or exemption from the requirement to register) under the National Electricity Law or the National Electricity Rules as a network service provider in relation to the Leased Network; and
- (c) any similar or equivalent Authorisation that is required for the purpose of controlling or operating the Leased Network.

**National Electricity Law** means the National Electricity Law as set out in the *National Electricity (South Australia) Act 1996* (SA).

**National Electricity Rules** means the national electricity rules made under Part 7 of the National Electricity Law as set out in the schedule to the *National Electricity (South Australia) Act 1996* (SA) and applied in New South Wales by section 6 of the *National Electricity (New South Wales) Act 1997* (NSW).

**Native Title** has the meaning given in section 223 of the *Native Title Act 1993* (Cth).

**Native Title Claim** means any determination, claim (including a claim by a Native Title holder, claimant or representative Aboriginal body for compensation) or application in respect of Native Title.

**Network** means:

- (a) all the Network Infrastructure that, immediately prior to the Commencement Date, was owned by the Lessor and was operated by the Lessor as an electricity transmission and distribution network primarily for the purposes of conveying, and controlling the conveyance of, electricity in New South Wales;
- (b) all Network Infrastructure that, after the Commencement Date, is incorporated into the electricity network referred to in paragraph (a);
- (c) all assets that provide services to facilities that are directly connected to the electricity network referred to in paragraph (a) as modified as described in paragraph (b), or that connect that electricity network to other electricity transmission or distribution networks;
- (d) all metering equipment that is attached to or incorporated in the electricity network referred to in paragraph (a) as modified as described in paragraph (b);
- (e) all equipment incorporated or installed in or attached to any Network Infrastructure referred to in paragraphs (a) or (b), any assets referred to in paragraph (c) or any equipment referred to in paragraph (d) or this paragraph (e); and
- (f) all replacements of, and alterations, modifications, changes and additions to, any Network Infrastructure, assets or equipment referred to in paragraphs (a) to (e),

where such assets are owned by the Lessor immediately prior to the Commencement Date or become owned by the Lessor, after the Commencement Date, pursuant to clause 7.4(f), but does not include any:

- (g) assets that are located outside New South Wales;
- (h) Temporary Parts;
- (i) Replaced Parts;

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (j) Removed Obsolete Parts;
- (k) part of any Third Party Telecommunications Network;
- (l) Customer Metering Assets;
- (m) assets that are located on the customer's side of a connection point to the electricity network referred to in paragraph (a) as modified as described in paragraph (b); or
- (n) any part of any other network for the transmission or distribution of electricity.

**Network Infrastructure** means all apparatus, equipment, plant, buildings and other structures that are used to convey, and control the conveyance of, electricity and include:

- (a) electricity power lines and their supporting and protective structures and conduits;
- (b) electricity substations;
- (c) electricity switchyards;
- (d) transformers;
- (e) capacitors;
- (f) reactive plant;
- (g) protection equipment, including circuit breakers;
- (h) network communications equipment;
- (i) monitoring equipment; and
- (j) control equipment.

**Network Land** means any land (including, in the case of Leased Land, Improvements) on, above or under which any Leased Network Assets are located or which provides for access to any Leased Network Assets.

**Network Leased Land** means:

- (a) the freehold interests described in Part 1 of Schedule 2;
- (b) the leasehold interests described in Part 2 of Schedule 2, Part 1 of Schedule 3 or Part 1 of Schedule 4;
- (c) all land located in New South Wales that is leased by the Lessor to the Lessee pursuant to clause 2.10;
- (d) land that forms part of the Network Leased Land pursuant to clause 2.17; and
- (e) the freehold interests described in clause 2.18(a)(i),

including the Improvements on such land, but excluding such of that land (and the Improvements on such of that land) as ceases to be leased by the Lessor to the Lessee pursuant to clause 2.3(b)(ii), 9.6 or 21.

**Network Management** means Ausgrid Management Pty Ltd (ACN 615 449 548).

**Network Unit** has the meaning given in the Telecommunications Act.

**Network-Related Equipment** means all communications, monitoring, control and metering equipment that is used in connection with the operation of the Leased Network and that is located in a place (such as a system control centre) from which the operation of the Leased Network is or may be controlled, where such equipment is owned by the Lessor immediately prior to the Commencement Date or becomes owned by the Lessor, after the Commencement Date, pursuant to clause 7.4(f), but does not include any:

- (a) assets that are located outside New South Wales;

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (b) Temporary Parts;
- (c) Replaced Parts;
- (d) Removed Obsolete Parts;
- (e) part of any Third Party Telecommunications Network; or
- (f) Customer Metering Assets.

**New Employer** has the meaning given in the EISS – New Employer Payment Deed.

**New Land** has the meaning given in clause 2.10(b).

**New Network Technology** means all apparatus, equipment, plant, buildings and other structures that comprise a system or other means used primarily for the purposes of conveying, or controlling the conveyance of, electricity and which are installed or acquired after the Commencement Date where:

- (a) that system or other means is used for the purposes of conveying, or controlling the conveyance of, electricity in addition to or in place of all or part of the then-existing Leased Network;
- (b) as at the time that system or means is implemented:
  - (i) its cost-effective implementation or operation requires access to or use of, or depends upon the existence or operation of, the then-existing Leased Network, the Network-Related Equipment or the Telecommunications Network; or
  - (ii) if that system or means were to be implemented or operated by a person unrelated to the owner or operator of the then-existing Leased Network, the Network-Related Equipment or the Telecommunications Network, that person would reasonably require the cooperation of that owner or operator in order to enable the cost-effective implementation or operation of that system or means; and
- (c) as at the time that system or means is implemented, there is no Law under which the owner or operator of the then-existing Leased Network, the Network-Related Equipment or the Telecommunications Network may be required to provide access to or use of the then-existing Leased Network, the Network-Related Equipment or the Telecommunications Network in order to enable such implementation or operation,

but does not include any:

- (d) assets that are located outside New South Wales;
- (e) Temporary Parts;
- (f) Replaced Parts;
- (g) Removed Obsolete Parts;
- (h) part of any Third Party Telecommunications Network; or
- (i) Customer Metering Assets.

**Nominated Carrier Declaration** has the meaning given in the Telecommunications Act.

**Non-Network Leased Land** means:

- (a) the freehold interests described in Part 3 of Schedule 2;
- (b) the leasehold interests described in Part 4 of Schedule 2, Part 2 of Schedule 3 or Part 2 of Schedule 4; and
- (c) land that forms part of the Non-Network Leased Land pursuant to clause 2.17,

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

including the Improvements on such land, but excluding such of that land (and the Improvements on such of that land):

- (d) as ceases to be leased by the Lessor to the Lessee as contemplated by clause 2.3(b)(ii); or
- (e) by virtue of the application of clause 9.6 or 21.

**Obsolete Part** means any Leased Network Asset that is no longer required for the effective, safe and efficient operation of:

- (a) the Leased Network as a fully functioning electricity distribution and transmission network; or
- (b) the Street Lighting System.

**Obsolete Non-Network Asset** means any Existing Non-Network Asset that:

- (a) is no longer used in connection with the use, operation or maintenance of the Leased Network Assets; or
- (b) has come to the end of its useful life.

**Offset Notification Letter** means a letter to the ATO regarding the GST offset arrangement in the form of the letter attached in Annexure L of the Sale and Purchase Agreement.

**Option Fee**, for an extension of the Term, means the amount payable by the Lessee for the grant of the extension, calculated in accordance with clause 17.2(b).

**Original Easement in Gross** means an Easement in Gross existing in New South Wales as at the Commencement Date, the grantee of which is the Lessor.

**Original Private Easement** means a Private Easement existing in New South Wales as at the Commencement Date, the grantee of which is the Lessor.

**Partner** means a partner in the Partnership from time to time. As at the Commencement Date, the following entities are Partners:

- (a) Private Lessee;
- (b) ERIC Lessee 1;
- (c) ERIC Lessee 2;
- (d) ERIC Lessee 3; and
- (e) ERIC Lessee 4.

**Partnership** means the Ausgrid Asset Partnership, a partnership carried on under that name under the Partnership Deed, or such other partnership which acquires the interest of the Lessee under this Lease consistently with its terms.

**Partnership Deed** means the deed dated 20 October 2016 between each of the Partners that constitutes the Partnership.

**Partnership Group** means the Partnership, each Partner, any Permitted Sublessee and all of their respective Subsidiaries.

**Partnership Group Entity** means any entity that is a member of the Partnership Group.

**Partnership Interest** has the meaning given in the Partnership Deed.

**Partnership Representative** means such person (if any) as nominated, and notified to the Lessor, by the Lessee from time to time to be the Partnership Representative.

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

**Permitted Change of Control**, in relation to an entity, means a Change of Control in relation to that entity:

- (a) where a person ceases to be able to Control the entity without another person acquiring the ability to Control that entity;
- (b) as a result of a transfer of securities (whether of the entity or a holding company or holding trust of the entity) that are quoted on a recognised public securities exchange;
- (c) where any person who has a relevant interest (as that term is defined in the Corporations Act) in 20% or more of the voting shares in the entity as at the Commencement Date (and as if references to shares extended to units in a unit trust) subsequently acquires (or a Related Body Corporate of that person subsequently acquires) the ability to Control the entity;
- (d) where there is a change to the trustee, responsible entity or manager of any trust, but no change in the beneficial ownership of securities or units in that trust (as the case may be) and the trustee, responsible entity or manager of that trust is under a legal obligation to act in that capacity only for the benefit of the beneficial owners of those securities or units;
- (e) where there is a change to the general partner or manager of any Fund, but no change in the underlying investors or members in that Fund (as the case may be) and the general partner or manager of that Fund is under a legal obligation to act in that capacity only for the benefit of the investors or members of the Fund;
- (f) that is, or results from, a transfer of all or a majority of the assets of a regulated superannuation fund (as defined under the *Superannuation Industry (Supervision) Act 1993 (SIS Act)*) to another regulated superannuation fund in accordance with the SIS Act; or
- (g) where there is merely the appointment, removal or replacement of the custodian of any entity.

A reference to the Corporations Act in this definition is a reference to that Act as in force as at the Commencement Date.

**Permitted Lien** means:

- (a) a repairer's lien arising in the ordinary course of business; or
- (b) a lien or charge which arises in favour of a Governmental Agency by operation of Law, which, in either case, relates to a payment obligation that is:
- (c) not yet due for payment; or
- (d) due for payment but being contested in good faith and by appropriate proceedings that are being conducted diligently and do not involve a material risk of the foreclosure, sale, forfeiture or loss of or material interference with any asset or any title to, use of or interest in any asset.

**Permitted Security Interest** means:

- (a) a Permitted Lien; and
- (b) any other Security Interest consented to by the Lessor under a Tripartite Deed.

**Permitted Sublease** means a sublease that complies with clause 23.3(a).

**Permitted Sublessee** means a sublessee referred to in clause 23.3(a).



Lease Annexure A Distribution Network Lease

Allens > < Linklaters

**Policy** means an insurance policy effected or required to be effected in accordance with clause 10.

**PPSA** means the *Personal Property Securities Act 2009* (Cth).

**Premium** means the amount specified in item 8 of the Reference Schedule as adjusted under the Sale and Purchase Agreement.

**Private Easement** means any right, entitlement or interest granted or conferred by a person holding an interest in land (whether or not in the nature of or expressed to be an easement and whether existing as at the Commencement Date or subsequently created during the Term) that enables the location of any Leased Network Assets on, above or under that land, access to any Leased Network Assets or the provision by the Lessor, the Lessee or any Permitted Sublessee of Services in connection with any Leased Network Assets, whether or not such right, entitlement or interest is registered or unregistered, but does not include this Lease or any Easement in Gross, Contractual Licence or Head Lease.

**Proportionate Liability Regime** means the proportionate liability regime established under Part 4 of the *Civil Liability Act 2002* (NSW) and any equivalent regime under the Commonwealth of Australia or any other State or Territory.

**Put and Call Option Agreement** means:

- (a) the Put and Call Option Deed (sale of 9-13 Carter St Homebush) dated 24 August 2009 and entered into between the Lessor and Tallina Pty Ltd as Trustee for the Carter St Trust; and
- (b) the Put and Call Option Agreement (33 Bligh St Sydney) dated 29 June 2009 entered into between the Lessor and Investa Nominees (2) Pty Ltd.

**Rates and Taxes** means all amounts paid or payable in respect of the Leased Assets, the Leased Land or the Network Land, whether levied against the Lessor, the Lessee or any Permitted Sublessee, for:

- (a) charges, taxes (including land tax), rates (including land rates, water rates and sewerage rates), assessments, duties or levies imposed by any Governmental Agency, and any fees, penalties or interest related to them; and
- (b) all other amounts, costs or expenses levied or imposed by Law on the Lessor, the Lessee or the Permitted Sublessee because of:
  - (i) the use or occupation of the Leased Assets, the Leased Land or the Network Land;
  - (ii) the ownership or lease of the Leased Assets or the Leased Land by the Lessor; or
  - (iii) the existence of Improvements on the Leased Land,

but excluding:

- (c) taxes on the overall income or profits of the Lessor (such as income tax, capital gains tax or fringe benefits tax), or goods and services tax, and other similar taxes; and
- (d) any amount which this Lease expressly provides is to be paid by the Lessor.

**Regulatory Asset Base**, for the distribution and transmission systems of which the Leased Network forms a part, means the regulatory asset base for those distribution and transmission systems as determined in accordance with the Regulatory Regime, as adjusted under clause 1.11.

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

**Regulatory Regime** means the regulatory regime established to regulate the conduct of the electricity supply industry in New South Wales and includes the Act, the Electricity Supply Act, the National Electricity Law and the National Electricity Rules, and regulations, statutory instruments and Authorisations made or issued under them.

**Related Body Corporate** has the meaning given to that term in the Corporations Act as in force as at the Commencement Date, amended such that references to 'subsidiary' in the Corporations Act definition are deemed references to 'Subsidiary' (as defined in this Lease) and to 'body corporate' include a trust or Fund.

**Removed Obsolete Part** means any Obsolete Part that has been permanently removed from service as a Leased Network Asset.

**Rent** means the amount specified in item 9 of the Reference Schedule.

**Replaced Part** means an asset that:

- (a) prior to its removal from service, was a Leased Network Asset;
- (b) is permanently removed from service as a Leased Network Asset; and
- (c) is replaced in service with another asset which is of at least equivalent functionality.

**Sale and Purchase Agreement** means the Sale and Purchase Agreement entered into between:

- (a) the State;
- (b) the Lessor;
- (c) Blue Op Partner Pty Ltd (ACN 615 217 500) as trustee for Blue Op Partner Trust, ERIC Alpha Operator Trustee 1 Pty Ltd (ACN 612 975 096) as trustee for ERIC Alpha Operator Trust 1, ERIC Alpha Operator Trustee 2 Pty Ltd (ACN 612 975 121) as trustee for ERIC Alpha Operator Trust 2, ERIC Alpha Operator Trustee 3 Pty Ltd (ACN 612 975 185) as trustee for ERIC Alpha Operator Trust 3 and ERIC Alpha Operator Trustee 4 Pty Ltd (ACN 612 975 210) as trustee for ERIC Alpha Operator Trust 4, each as partners of the Ausgrid Operator Partnership and in their personal capacities; and
- (d) Private Lessee, ERIC Lessee 1, ERIC Lessee 2, ERIC Lessee 3 and ERIC Lessee 4, each as partners of the Lessee and in their personal capacities,

dated 20 October 2016.

**Security Interest** means any mortgage, pledge, lien, charge, encumbrance or any security or preferential interest or arrangement of any kind. It includes:

- (a) a 'security interest' as defined in the PPSA;
- (b) anything which gives a creditor priority to other creditors with respect to any asset; and
- (c) retention of title other than in the ordinary course of day to day trading and a deposit of money by way of security,

but excludes a deemed security interest under section 12(3) of the PPSA which does not secure a payment or the performance of an obligation.

**Services** means all utility services from time to time available for use, and includes the provision of any electronic medium, energy source, lighting, gas, fuel, power, water, sewerage, drainage and telecommunications and the fittings, fixtures, appliances, plant and equipment utilised for any of them.

**State** means the State of New South Wales but does not include any State bodies which are separate legal entities.

**Statutory Right** means any right conferred by or under any statute including with respect to:

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (a) the functions of a network operator under section 45 of the Electricity Supply Act; and
- (b) statutory easements arising pursuant to section 36 of the *Community Land and Development Act 1989* (NSW),

that enables the location of any Leased Network Assets on, above or under any land or access to any Leased Network Assets, but does not include any Easement in Gross.

**Street Lighting System** means the assets comprising a public lighting system (including cables, mounting brackets and associated connections and supporting and protective structures but excluding short-term consumable assets) to the extent such assets are owned and operated by the Lessor immediately prior to the Commencement Date, or become owned by the Lessor after the Commencement Date pursuant to clause 7.4(f), but does not include any:

- (a) assets that are located outside New South Wales;
- (b) assets that are part of the Leased Network;
- (c) Temporary Parts;
- (d) Replaced Parts;
- (e) Removed Obsolete Parts;
- (f) assets comprising a public lighting system that is both fully installed and commissioned after the Commencement Date, where the assets that comprise that public lighting system are dedicated to that system and are not installed on or attached to any assets comprising the Leased Network other than at the connection point to the Leased Network; or
- (g) assets comprising a public lighting system that is supplied via underground installations and services lines and that is both fully installed and commissioned after the Commencement Date.

**Sublease Deed** means:

- (a) a deed in the form set out in Schedule 7 (once executed); or
- (b) any other deed entered into between the Lessor, the Lessee and any Permitted Sublessee, for the purpose of conferring rights on the Lessor directly against the Permitted Sublessee in relation to (among other things) the management, operation, repair, maintenance and use of the Leased Assets and Leased Land, in a form that is satisfactory to the Lessor.

**Subsidiary** has the meaning given to 'subsidiary' in the Corporations Act as in force as at the Commencement Date, amended as necessary such that:

- (a) a trust may be a Subsidiary, for the purposes of which a unit or other beneficial interest will be regarded as a share;
- (b) a body corporate or trust may be a Subsidiary of a trust if it would have been a Subsidiary if that trust were a body corporate; and
- (c) a body corporate or a trust may be a Subsidiary of the Partnership if all of the shares, units or other beneficial interests of the body corporate or trust (as relevant) are held by the Partners.

**Surrender Date** has the meaning given in clause 21.1.

**Surrender Notice** has the meaning given in clause 21.1.

**Surrendered Area** has the meaning given in clause 21.1.

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

**Taxable Supply** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) excluding the reference to section 84-5 of that Act.

**Tax Written Down Value** means:

- (a) in relation to a depreciating asset (other than capital works), its adjustable value; or
- (b) in relation to any other asset, its cost base.

The terms used in this definition have the meanings given to them in section 995-1 of the *Income Tax Assessment Act 1997* (Cth) as in force as at the Commencement Date.

**Telecommunications Act** means the *Telecommunications Act 1997* (Cth).

**Telecommunications Network** means:

- (a) all communications equipment the purpose of which, as at the Commencement Date or when it commences operation (whichever is later), is to carry communications that are required for the operation of the Leased Network, whether or not such equipment also carries other communications; and
- (b) all apparatus, equipment, plant, buildings and supporting or protective structures and conduits that are used in connection with the operation of the equipment referred to in paragraph (a),

where such assets are owned by the Lessor immediately prior to the Commencement Date or become owned by the Lessor, after the Commencement Date, pursuant to clause 7.4(f), but does not include any:

- (c) assets that are located outside New South Wales;
- (d) Temporary Parts;
- (e) Replaced Parts;
- (f) Removed Obsolete Parts;
- (g) part of any Third Party Telecommunications Network; or
- (h) Customer Metering Assets.

**Telecommunications Services** means Carriage Services supplied to a third party using any of the Leased Assets that is a Network Unit.

**Temporary Part** means any replacement of, or alteration, modification, change or addition to, the Leased Network Assets that is installed on a temporary basis pending completion of permanent repairs or the installation of any permanent replacement part (for these purposes, if a replacement, alteration, modification, change or addition continues to be in place for more than 24 months, it will not be considered to be installed on a temporary basis).

**Term** means 99 years from the Commencement Date, as extended from time to time in accordance with clause 17.1(a).

**Third Party Telecommunications Network** means:

- (a) all communications equipment the purpose of which, as at the Commencement Date or when it is commissioned (whichever is later), is solely to carry communications that are not required for the operation of the Leased Network as a fully functioning electricity network; and
- (b) all apparatus, equipment, plant, buildings and supporting or protective structures and conduits that are used in connection with the operation of the equipment referred to in paragraph (a) and are not used in connection with the operation of the Leased Network as a fully functioning electricity network.

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

**Tripartite Deed** means:

- (a) where the Lessee has granted a Security Interest in respect of its rights under this Lease, a deed in the form attached to the Sale and Purchase Agreement (once executed); or
- (b) any other deed which the Lessor and the Lessee agree in writing is a deed entered into with persons from whom the Lessee or a Permitted Sublessee has borrowed funds, or otherwise raised finance, or to whom the Lessee or a Permitted Sublessee has granted a Security Interest in respect of its rights under this Lease (in the case of the Lessee) or in respect of its rights under a sublease (in the case of the Permitted Sublessee), for the purpose of agreeing terms as to the interaction of the exercise of the respective rights of the Lessor, the Lessee and the Permitted Sublessee (if applicable) under this Lease and the sublease (if applicable) and the terms of the provision of the financial accommodation or the grant of that Security Interest (if applicable).

**WHS Act** means the *Work Health and Safety Act 2011* (NSW).

**WHS Law** means the WHS Act and the WHS Regulation and any similar laws, whether of New South Wales or of the Commonwealth.

**WHS Regulation** means the *Work Health and Safety Regulation 2011* (NSW).

**Year** means each 12 month period from the Commencement Date and each anniversary of the Commencement Date.

### 1.3 Interpretation

Headings are for convenience only and do not affect interpretation. The following rules apply unless the context requires otherwise.

- (a) The singular includes the plural, and the converse also applies.
- (b) A gender includes all genders.
- (c) If a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (d) A reference to a **person** or **entity** includes a corporation, fund, trust, partnership, unincorporated body or other entity, whether or not it comprises a separate legal entity.
- (e) A reference to a **clause**, **schedule** or **annexure** is a reference to a clause of, or schedule or annexure to, this Lease.
- (f) A reference to an **agreement** or **document** (including a reference to this Lease) is to the agreement or document as amended, supplemented, novated or replaced, except to the extent prohibited by this Lease or that other agreement or document.
- (g) A reference to **writing** includes any method of representing or reproducing words, figures, drawings or symbols in a visible and tangible form (including email).
- (h) A reference to a **party** to this Lease or another agreement or document or to any other entity includes the party's or other entity's predecessors, successors, permitted substitutes and permitted assigns (and, where applicable, the party's or other entity's legal personal representatives).
- (i) A reference to a **Governmental Agency** which ceases to exist includes the Governmental Agency that subsequently replaces it or substantially performs the same role and functions.
- (j) A reference to **legislation** or to a **provision** of legislation includes a modification or re enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it. Where legislation or a provision of legislation referred to in this

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

Lease is modified, repealed or otherwise amended, the clauses of this Lease will be deemed to be amended to the extent necessary for the terms of this Lease to be given force and effect consistent with their intent, so far as that is reasonably possible.

- (k) A reference to an **Authorisation** means, where this Lease requires the Authorisation to be obtained, kept current or complied with at any time, such Authorisation as is required to be obtained, kept current or complied with in order to comply with the Law as at that time.
- (l) A reference to **conduct** includes an omission, statement or undertaking, whether or not in writing.
- (m) A reference to an **agreement** includes any undertaking, deed, agreement and legally enforceable arrangement, whether or not in writing, and a reference to a document includes an agreement (as so defined) in writing (including emails) and any certificate, notice, instrument and document of any kind.
- (n) A reference to **dollars** and **\$** is to Australian currency.
- (o) A reference to an **asset** includes any real or personal, present or future, tangible or intangible property or asset (including intellectual property) and any right, interest, revenue or benefit in, under or derived from the property or asset.
- (p) Mentioning anything after **includes, including, for example**, or similar expressions, does not limit what else might be included.
- (q) Nothing in this Lease is to be interpreted against a person solely on the ground that the person put forward this Lease or a relevant part of it.
- (r) A reference to an amount for which a person is contingently liable includes an amount that that person may become actually or contingently liable to pay if a contingency occurs, whether or not that liability actually arises.
- (s) A reference to time is to the time Sydney, New South Wales.

**1.4 Survival**

In addition to this clause 1.4, any indemnities contained in this Lease, and any provisions that confer rights that are exercisable, or impose obligations that are required to be performed, on or after the Lease End Date, the following clauses survive the expiry or earlier termination of this Lease: clauses 1.1, 1.2, 1.3, 1.6 to 1.11 (inclusive) 4, 7.8, 8.1(c), 10.6, 10.7, 10.8, 11, 14(c)(ii), 18, 19, 20, 24 to 36 (inclusive), 39, 41 and 43.

**1.5 Business Days**

If a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

**1.6 Trustee Party capacity**

- (a) The entities that enter into and perform this Lease as trustee of a trust (**Trustee Parties**) do so in that, and in no other, capacity.
- (b) Subject to clause 1.6(d), any liability of a Trustee Party arising under or in connection with this Lease 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 1.6(d), no person will be entitled to:

**Lease Annexure A Distribution Network Lease**

**Allens > < Linklaters**

- (i) claim from or commence proceedings against a Trustee Party in respect of any Loss under this Lease 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 Lease against a Trustee Party in any capacity other than as trustee of the relevant trust.
- (d) The provisions of this clause 1.6 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 1.6 applies:
- (i) despite any other provision of this Lease; and
  - (ii) to each Trustee Party severally and the obligations, undertakings, warranties and representations and liabilities under this 1.6 are several and not joint nor joint and several.

**1.7 Consents or approvals**

Where the Lessor or the Lessee 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 Lease expressly provides otherwise. In the case of the Lessee, clause 1.1 also applies.

**1.8 Lessor's consent**

- (a) Where this 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.
- (b) The Lessee acknowledges 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 the Lessee;

## Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (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 this Lease.
- (c) A thing that would otherwise be prevented or prohibited by this Lease may be done with the prior consent of the Lessor.

### 1.9 Lessee acknowledgements of State rights

The Lessee acknowledges and agrees that, notwithstanding that the State is not a party to this Lease, to the extent a provision of this Lease expressly refers to the State as having a right or benefit under this Lease:

- (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 Lessee; and
- (c) the Lessor may enforce that right or benefit against the Lessee on behalf of the State.

### 1.10 Lessee's Representatives

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

### 1.11 Regulatory Asset Base

If at any time the Regulatory Regime requires that what once constituted the Regulatory Asset Base be separated into separate or different systems (for example, into separate regulatory asset bases for each of the distribution system and the transmission system of which the Leased Network forms a part), then a reference to the Regulatory Asset Base is a reference to each of those separate or different regulatory asset bases.

## 2 Lease

### 2.1 Lease Premium

- (a) The Lessee must pay the Premium to the Lessor (or as otherwise directed by the Lessor) on or before the date of this Lease and such Premium will belong absolutely to the Lessor (or the Lessor's nominee to whom the Lessor has directed the payment be made).
- (b) Neither the Lessor nor the State has any liability in any circumstances (including the early termination or expiry of this Lease) to repay or refund the Premium or any part of it.
- (c) Neither the Lessor nor the State has any liability to pay the Lessee or its financiers any amount, including damages or compensation, in connection with the retention of the Premium as referred to in clause 2.1(a) or (b).
- (d) Clauses 2.1(b) and (c) apply despite any Law to the contrary.

### 2.2 Lease

- (a) The Lessor leases to the Lessee under this Lease, with effect from the Commencement Date and for the Term, and on the terms and conditions of this Lease, the Leased Property.
- (b) For the avoidance of doubt, the lease of the Leased Assets and the Leased Land is subject to all Encumbrances, leases, licences, reservations and other rights (whether arising under Law or contract) that relate to the Leased Assets or the Leased Land and that:



## Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (i) have been granted or entered into by the Lessor and are in existence as at the Commencement Date;
  - (ii) come into existence after the Commencement Date under or in connection with the operation of contracts or arrangements entered into by the Lessor prior to the Commencement Date and in accordance with provisions in those contracts or arrangements as such provisions stood immediately prior to the Commencement Date; or
  - (iii) come into existence after the Commencement Date as a result of actions taken in accordance with this Lease.
- (c) The Lessor must choose for section 104-115 of the *Income Tax Assessment Act 1997* (Cth) to apply (instead of section 104-110 of that Act) to the grant of this Lease. The Lessor must make that choice within 2 months after the Commencement Date.

### 2.3 Head Leases

- (a) The Lessor and the Lessee acknowledge that:
- (i) this Lease is a sublease with respect to that part of the Network Leased Land that is described (or deemed, by virtue of clause 2.10 or 2.17, to be described) in Part 2 of Schedule 2;
  - (ii) this Lease is a sublease with respect to that part of the Non-Network Leased Land that is described (or deemed, by virtue of clause 2.17, to be described) in Part 4 of Schedule 2;
  - (iii) this Lease is a sublease with respect to the old system title leases forming part of the Network Leased Land or Non-Network Leased Land as described (or deemed by virtue of clauses 2.10 or 2.17 to be described) in Schedule 3; and
  - (iv) this Lease is a sublease with respect to the Lessor's interests in the unregistered leases of land which form part of the Network Leased Land or the Non-Network Leased Land described (or deemed, by virtue of clauses 2.10 or 2.17 to be described) in Schedule 4.
- (all such land being collectively referred to as the **Leasehold Land**) and that the Lessor's interest in the Leasehold Land is derived from the Head Leases.
- (b) The Lessor and the Lessee acknowledge and agree that:
- (i) to the extent that the lease of the Leased Land granted under clause 2.2(a) relates to the Leasehold Land, that grant is subject to all reservations contained in the applicable Head Lease, and the rights of the Lessee under this Lease are subject to and subordinate to the rights of the lessor under the Head Lease;
  - (ii) if a Head Lease relating to Leased Land terminates, is surrendered or otherwise comes to end for any reason, this Lease automatically ceases to apply to that part of the Leasehold Land that was the subject of that Head Lease; and
  - (iii) this Lease may be registered on the General Register of Deeds in New South Wales to denote the sub-lease interests granted under paragraph 2.3(a)(iii) and 2.3(a)(iv).

The Lessor does not have any liability in any circumstances to pay the Lessee any amount, including damages or compensation, in connection with any termination of any Head Lease and any consequent cessation of the application of this Lease to the affected Leasehold Land as referred to in clause 2.3(b)(ii), except to the extent the termination results from:

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (iv) the Lessor's failure to comply with a reasonable direction of the Lessee under clause 2.3(d); or
- (v) a breach by the Lessor of clause 2.3(e), 2.3(f) or 2.3(k).
- (c) Except to the extent it is not permissible under a Head Lease for the Lessee to do so:
  - (i) the Lessee may exercise, or procure the exercise of, any of the rights of the Lessor under or in relation to the Head Lease; and
  - (ii) the Lessee must perform, or procure the performance of, all of the obligations of the Lessor under or in relation to the Head Lease.

The Lessee must not do or permit to be done any act or omission which constitutes a breach of the terms of a Head Lease.
- (d) To the extent it is not permissible under a Head Lease for the Lessee to exercise (or procure the exercise of) or to perform (or procure the performance of) the Lessor's rights and obligations under or in relation to the Head Lease, the Lessor must exercise those rights and perform those obligations in accordance with the reasonable directions of the Lessee. For the avoidance of doubt, a direction will not be reasonable if compliance with it would cause the Lessor to breach any Law or any provision of the Head Lease.
- (e) The Lessor must not exercise any of its rights, or perform any of its obligations, under or in relation to a Head Lease except in accordance with a direction given under clause 2.3(d).
- (f) Without limiting clause 2.3(e), the Lessor must not:
  - (i) amend or vary the terms of a Head Lease;
  - (ii) surrender or terminate a Head Lease, whether in whole or in part;
  - (iii) enforce its rights under a Head Lease or settle, compromise, discontinue or defend any proceedings in relation to a Head Lease (whether such proceedings are brought by or against the lessor under the Head Lease); or
  - (iv) waive in writing any of its rights under a Head Lease,

except in accordance with the reasonable directions of the Lessee or with the Lessee's prior consent, such consent not to be unreasonably withheld or delayed.
- (g) Notwithstanding clause 2.3(c) or (d) the Lessee must not, and is not entitled to direct the Lessor to, assign, transfer, encumber, surrender or otherwise dispose of the Lessor's interest in, or rights or obligations under, a Head Lease without the prior consent of the Lessor.
- (h) The Lessee indemnifies and must keep indemnified the Lessor from and against all Losses of every kind that may be incurred or sustained, whether directly or indirectly, by the Lessor in respect of or arising from or in any way connected with a Head Lease, including such Losses as are in respect of or arise from or are in any way connected with:
  - (i) the exercise of the Lessor's rights under or in relation to the Head Lease, whether pursuant to clause 2.3(c)(i) or (d);
  - (ii) the performance of the Lessor's obligations under or in relation to the Head Lease, whether pursuant to clause 2.3(c)(ii) or (d);
  - (iii) the Lessor's compliance with a direction given under clause 2.3(d);
  - (iv) the failure to exercise any of the Lessor's rights or to perform any of the Lessor's obligations under or in relation to the Head Lease;

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (v) any breach of the Head Lease to the extent it is caused by an act or omission of the Lessee, a Permitted Sublessee or any person whom the Lessee engages to exercise the rights, or perform the obligations, of the Lessor under the Head Lease;
  - (vi) any amendment or variation of the terms of the Head Lease;
  - (vii) any surrender or termination of the Head Lease, whether in whole or in part; or
  - (viii) any enforcement of (or failure to enforce) the Lessor's rights, powers or remedies under or in relation to the Head Lease or the settlement, compromise, discontinuance or defence of proceedings in relation to the Head Lease,
- except to the extent that Loss is caused or contributed to by a failure by the Lessor to comply with a direction given under clause 2.3(d) or a breach by the Lessor of clauses 2.3(e), 2.3(f) or 2.3(k).
- (i) The Lessor must promptly account to the Lessee for any benefits that the Lessor receives under a Head Lease to the extent those benefits arise during, or relate to, the period in respect of which both the Head Lease and this Lease are in force.
  - (j) The rights referred to in clause 2.3(c), (d) and (e) include:
    - (i) the right to enforce the terms of the Head Lease against the lessor under that Head Lease, which includes the right to make a Claim for breach of the Head Lease by such lessor and the right to make a Claim under an indemnity in the Head Lease; and
    - (ii) the right to settle, compromise, discontinue or defend proceedings in relation to the Head Lease.
  - (k) The Lessor must promptly provide to the Lessee a copy of any written notices, correspondence or other information it receives during the Term from the lessor under a Head Lease.

**2.4 Private Easements**

- (a) The Lessor and Lessee acknowledge that, by virtue of vesting orders made under the Act, the Lessee, and any nominee of the Lessee, are each entitled to exercise the rights and entitlements conferred on the Lessor under the Original Private Easements until the earlier of the end of the term of the relevant Original Private Easement and the Lease End Date.
- (b) Where a Private Easement is created after the Commencement Date and a purpose of it is to permit the location of any Leased Network Assets on, above or under any land, to provide access to any Leased Network Assets so as to enable the Leased Network Assets to be operated, repaired or maintained, or to enable the provision by the Lessor, the Lessee or any nominee of the Lessee of Services in connection with any Leased Network Assets, the Lessee must procure that, except where the operation of any Law precludes the Private Easement being held in the name of the Lessor, the Private Easement is held in the name of the Lessor but on terms under which:
  - (i) each of the Lessee, the Lessee's nominees and the Lessor's nominees are entitled to exercise the rights and entitlements conferred on the Lessor under the Private Easement until (in the case of the Lessee and its nominees) the earlier of the end of the term of the Private Easement and the Lease End Date; and
  - (ii) the Lessee and its nominees cease to be entitled to exercise the rights and entitlements conferred on the Lessor under the Private Easement with effect from

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

the earlier of the end of the term of the Private Easement and the Lease End Date.

**2.5 Easements in Gross**

- (a) The Lessor and the Lessee acknowledge that, by virtue of vesting orders made under the Act, the Lessee, and any nominee of the Lessee, are each entitled to exercise the rights and entitlements conferred on the Lessor under the Original Easements in Gross until the earlier of the end of the term of the relevant Original Easement in Gross and the Lease End Date.
- (b) Where an Easement in Gross is created after the Commencement Date and a purpose of it is to permit the location of any Leased Network Assets on, above or under any land, to provide access to any Leased Network Assets so as to enable the Leased Network Assets to be operated, repaired or maintained, or to enable the provision by the Lessor, the Lessee or any nominee of the Lessee of Services in connection with any Leased Network Assets, the Lessee must procure that, except where the operation of any Law precludes the Easement in Gross being held in the name of the Lessor, the Easement in Gross is held in the name of the Lessor but on terms under which:
  - (i) each of the Lessee, the Lessee's nominees and the Lessor's nominees are entitled to exercise the rights and entitlements conferred on the Lessor under the Easement in Gross until (in the case of the Lessee and its nominees) the earlier of the end of the term of the Easement in Gross and the Lease End Date; and
  - (ii) the Lessee and its nominees cease to be entitled to exercise the rights and entitlements conferred on the Lessor under the Easement in Gross with effect from the earlier of the end of the term of the Easement in Gross and the Lease End Date.

**2.6 Transfer of Private Easements and Easements in Gross as at Lease End Date**

- (a) This clause 2.6 applies to each Private Easement and Easement in Gross where a purpose of it is to permit the location of any Leased Network Assets on, above or under any land, to provide access to any Leased Network Assets so as to enable the Leased Network Assets to be operated, repaired or maintained, or to enable the provision by the Lessor, the Lessee or any nominee of the Lessee of Services in connection with any Leased Network Assets.
- (b) To the extent the Private Easement or Easement in Gross is not held in the name of the Lessor, the Lessee must procure that the Private Easement or Easement in Gross is held in the name of the Lessee or a Permitted Sublessee.
- (c) Where any Private Easement or Easement in Gross is held in the name of the Lessee or any Permitted Sublessee, the Lessee must cooperate fully with the Lessor, and must procure that any such Permitted Sublessee cooperates fully with the Lessor, to enable (at the Lessor's option, acting reasonably and for no payment by the Lessor to the Lessee, any Permitted 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,

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

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) The Lessee must use its best endeavours to ensure that any Private Easements or Easements in Gross referred to in paragraph (c) entered into during the Term are entered into on terms and conditions that permit the Lessee to comply with paragraph (c).

**2.7 Obligations under Private Easements and Easements in Gross**

- (a) This clause 2.7 applies to each Private Easement and Easement in Gross where a purpose of it is to permit the location of any Leased Network Assets on, above or under any land, to provide access to any Leased Network Assets so as to enable the Leased Network Assets to be operated, repaired or maintained, or to enable the provision by the Lessor, the Lessee or any Permitted Sublessee of Services in connection with any Leased Network Assets.
- (b) Where the Private Easement or Easement in Gross is held in the name of the Lessor, the Lessee must, and must procure that each of its nominees under the Private Easement or Easement in Gross will:
  - (i) discharge and satisfy all of the duties, liabilities and obligations of the Lessor and themselves arising out of or in respect of that Private Easement or Easement in Gross;
  - (ii) comply with and satisfy all the requirements and conditions attaching to the Lessor and themselves under that Private Easement or Easement in Gross; and
  - (iii) comply with all applicable Laws and Authorisations with respect to the exercise of any rights or the discharge of any obligations arising under that Private Easement or Easement in Gross.
- (c) The Lessor agrees not to exercise such rights and entitlements as it may have under the Private Easement or Easement in Gross during the Term other than for the purposes of enabling the exercise of its rights under this Lease.
- (d) The Lessee indemnifies and must keep indemnified the Lessor from and against all Losses of every kind that may be incurred or sustained, whether directly or indirectly, by the Lessor in respect of or arising from or in any way connected with each Private Easement and Easement in Gross, including such Losses as are in respect of or arise from or are in any way connected with:
  - (i) the Lessee's performance of, or failure to perform, the obligations referred to in clause 2.7(b);
  - (ii) the exercise of, or failure to exercise, the rights of the Lessee or its nominees under the Private Easement or Easement in Gross; or
  - (iii) the enforcement of, or failure to enforce, the rights, powers or remedies of the Lessee or its nominees under or in relation to the Private Easement or Easement in Gross,except to the extent the Loss is caused or contributed to by a breach of clause 2.7(c) or 2.7(f).
- (e) The Lessee must not, and must procure that its nominees do not, vary, amend, transfer or otherwise dispose of the Private Easement or Easement in Gross in such a way as to replace the Lessor as the holder of the Private Easement or Easement in Gross.

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (f) The Lessor must promptly provide to the Lessee a copy of any written notices, correspondence or other information it receives during the Term from the grantor of the Private Easement or Easement in Gross.

**2.8 Contractual Licences**

- (a) Where a Contractual Licence that is granted in favour of the Lessor (as the grantee) is expressed to authorise the Lessee and its nominees to locate any Leased Network Assets on, above or under any land or to access any Leased Network Assets (including by virtue of a variation to the terms and conditions of that Contractual Licence that is made by a vesting order made under the Act), then clause 2.7 applies as if the Contractual Licence were a Private Easement that is held in the name of the Lessor.
- (b) Where a Contractual Licence that is granted in favour of the Lessor is not expressed to authorise the Lessee and its nominees to locate any Leased Network Assets on, above or under any land or to access any Leased Network Assets, then clauses 2.3(c) to (k) apply as if references to a Head Lease were references to the Contractual Licence and references to the lessor under the Head Lease were references to the grantor of the Contractual Licence.
- (c) Where a Contractual Licence is granted after the Commencement Date and a purpose of it is to enable the location of any Leased Network Assets on, above or under any land, the Lessee must procure that the Contractual Licence is granted in the name of the Lessor (as the grantee) but on terms under which:
  - (i) each of the Lessee, the Lessee's nominees and the Lessor's nominees are entitled to exercise the rights and entitlements conferred on the Lessor under the Contractual Licence until (in the case of the Lessee and its nominees) the earlier of the end of the term of the Contractual Licence and the Lease End Date; and
  - (ii) the Lessee and its nominees cease to be entitled to exercise the rights and entitlements conferred on the Lessor under the Contractual Licence with effect from the earlier of the end of the term of the Contractual Licence and the Lease End Date.
- (d) Where any Contractual Licence enables the location of any Leased Network Assets on, above or under any land or access to any Leased Network Assets so as to enable the Leased Network Assets to be operated, repaired or maintained, and the Contractual Licence is not granted in favour of the Lessor (as the grantee), the Lessee must cooperate fully with the Lessor, and must procure that any grantee of the Contractual Licence cooperates fully with the Lessor, to enable (at the Lessor's option, acting reasonably and for no payment by the Lessor to the Lessee, any grantee of the Contractual Licence 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 Lessee must use its best endeavours to ensure that any Contractual Licences referred to in paragraph (d) entered into during the Term are entered into on terms and conditions that permit the Lessee to comply with paragraph (d).

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

**2.9 Right to locate assets**

- (a) Where:
- (i) the location of Leased Network Assets on, above or under any land is supported by a right to so locate those Leased Network Assets;
  - (ii) that right is surrendered, terminated or extinguished; and
  - (iii) the Leased Network Assets continue to be located on, above or under that land,
- then the Lessee must procure that the right is replaced as soon as practicable with another right to locate the relevant Leased Network Assets on, above or under that land (which right may be in the form of a freehold or leasehold estate or interest in the land, a Private Easement, an Easement in Gross, a Contractual Licence or a Statutory Right).
- (b) Subject to clauses 2.9(a) and 21, the Lessee may cause or permit any right to locate any Leased Network Assets on, above or under any land to be surrendered, terminated or extinguished, provided that the Lessee complies with any applicable provisions of this Lease in relation to that surrender, termination or extinguishment.
- (c) The Lessee must ensure that, where any Leased Network Assets come into existence after the Commencement Date, the location of those Leased Network Assets on, above or under the land on, above or under which they are located is supported by an appropriate right to so locate them (which right may be in the form of a freehold or leasehold estate or interest in the land, a Private Easement, an Easement in Gross, a Contractual Licence or a Statutory Right).

**2.10 New Land and statutory land acquisition functions**

- (a) Pursuant to section 36 of the Act, the Lessor and the Lessee agree that, during the Term, the land acquisition functions (as defined in that section) of the Lessor cannot be exercised by the Lessor in the Lessor's own right but can only be exercised by the Lessee on behalf of the Lessor.
- (b) Except as otherwise provided in this Lease, to the extent the Lessee wishes to acquire land or an interest in land (whether legal or equitable and including for the avoidance of doubt any freehold, leasehold estate or interest in land, any Private Easement contemplated in clause 2.4 or any Easement in Gross contemplated in clause 2.5) after the Commencement Date for the purposes of enabling the location of any existing or future Leased Network Assets on, above or under that land or access to those Leased Network Assets (such land or interest in land being referred to as **New Land**), the Lessee must:
- (i) only acquire the New Land on behalf of the Lessor in accordance with this clause 2.10; and
  - (ii) not acquire any New Land on its own behalf or for any other person or entity other than the Lessor,
- irrespective of whether the New Land is acquired by agreement or by a compulsory acquisition process.
- (c) Where the New Land is:
- (i) a freehold or leasehold estate in land;
  - (ii) a leasehold interest in land created by the execution of lease in approved form in accordance with the *Real Property Act 1900* (NSW);

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (iii) a leasehold interest in land created by the execution of an old system title lease;  
or
- (iv) a leasehold interest in land created by any other means (whether registrable or not),

then, upon acquisition of that New Land, the New Land will automatically and immediately:

- (v) form part of the Network Leased Land; and
- (vi) be subject to the terms of this Lease, which continue to apply unaffected except for the addition of the New Land as Network Leased Land (for the avoidance of doubt, no additional rent or premium will be payable with respect to the New Land),

and, for the purposes of paragraph (h) this Lease is hereby varied accordingly.

- (d) To the extent that the New Land is a leasehold estate or interest in land then, upon acquisition of that New Land:
  - (i) that New Land will be taken to be Leasehold Land for the purposes of clause 2.3, for which purpose Part 2 of Schedule 2, Part 1 of Schedule 3 or Part 1 of Schedule 4 (as applicable) will be deemed to be varied to include a description of that New Land; and
  - (ii) the terms on which the leasehold estate or interest is leased to the Lessor will constitute a Head Lease, for which purpose Part 2 of Schedule 2, Part 1 of Schedule 3 or Part 1 of Schedule 4 (as applicable) will be deemed to be varied to include a description of that Head Lease.
- (e) The Lessee must not acquire New Land which is a leasehold estate or interest unless the Lessor has the right, under the terms on which the leasehold estate or interest is leased to the Lessor, to sublease that leasehold estate or interest to the Lessee in accordance with this Lease.
- (f) As between the Lessee and the Lessor, the Lessee will be responsible for:
  - (i) paying all consideration (including GST) and costs (including GST) associated with the acquisition of the New Land, including:
    - (A) with respect to any New Land acquired by agreement, any purchase price, any costs for third party consents or approvals, any stamp or transfer duty and any registration costs associated with the acquisition of the New Land;
    - (B) with respect to any New Land acquired by compulsory acquisition process, any compensation payable in accordance with section 37 of the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW), any costs including any costs of the Valuer-General in determining the amount of compensation, any costs associated with an objection or appeal to the Land and Environment Court and any registration or other costs of the Registrar General associated with the acquisition of the New Land; and
    - (C) with respect to a leasehold estate or interest in land and without limitation to the obligations of the Lessee under clause 2.3, any rent, outgoings, premiums, costs or other consideration (including GST) payable under the lease, any costs for third party consents or approvals, any stamp duty



Lease Annexure A Distribution Network Lease

Allens & Linklaters

and any registration costs associated with the acquisition of the New Land; and

- (ii) preparing all necessary documents, including land sale contracts, transfer forms, compulsory acquisition documents, leases and applications for third party consents and approvals, all at the Lessee's cost;
- (iii) paying all of the costs incurred by the Lessor (including reasonable internal costs such as of time spent) in connection with reviewing and signing the documents referred to in paragraph (ii); and
- (iv) keeping and maintaining a trust account on behalf of the Lessor and in the name of the Lessor, as required under and in accordance with section 51 of the *Land Acquisition (Just Terms Compensation) Act 1991* (NSW), including paying into and out of that account any amount of compensation that is required by that Act to be paid into or out of that trust account including:
  - (A) paying money to the person entitled to the compensation concerned; and
  - (B) paying money to the Treasurer for payment into the consolidated fund if no claim for compensation has been made after the expiration of 6 years after the acquisition of the land to which it relates.

The Lessee must indemnify and keep indemnified the Lessor from and against all Losses of every kind that the Lessor may incur or sustain, whether directly or indirectly, in respect of or arising from or in any way connected with the acquisition of the New Land or a breach (or alleged breach) of the terms that apply to the acquisition of the New Land. The Lessee acknowledges that the Lessor may engage an external adviser or Governmental Agency to assist it in relation to matters referred to in clause 2.10(f)(ii) and (iii) and agrees that the costs charged by that external adviser or Governmental Agency to the Lessor for those purposes must be paid by the Lessee.

- (g) Subject to the Lessee complying with its obligations under this clause 2.10, the Lessor must cooperate with the Lessee and do all things that the Lessee reasonably requires of it to effect, perfect or complete the acquisition of the New Land contemplated by this clause, including execution of necessary documents.
- (h) As soon as practicable after any land is leased by the Lessor to the Lessee pursuant to this clause 2.10, that results in a deemed variation to part 2 of Schedule 2 or part 1 of Schedule 3, the Lessee must register a variation of this Lease at LPI.
- (i) The Lessee must ensure that any freehold land or leasehold estate or interest in land that is acquired after the Commencement Date for the purposes of enabling the location of any existing or future Leased Network Assets on, above or under that land or access to those Leased Network Assets is acquired only in accordance with this clause 2.10.

**2.11 Statutory Rights**

The Lessor agrees not to exercise any Statutory Rights during the Term other than:

- (a) for the purposes of enabling the exercise of its rights under this Lease;
- (b) for the purposes of protecting its interests as the owner of the Leased Assets and Leased Land, and the Lessor agrees to consult with the Lessee where possible prior to exercising any Statutory Right for such purposes; or
- (c) at the request of the Lessee, for the purpose of enabling the Lessee to exercise its rights under this Lease, in which case the Lessor is only required to do so to the extent it is so required by clause 9.5 and on the conditions set out in that clause.

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

**2.12 Authorisations**

- (a) The Lessee must, and must ensure that any Permitted Sublessee does, obtain, keep current and comply with all Authorisations, and otherwise comply with all Laws (including in so far as such Authorisations and Laws relate to the Regulatory Regime), that are required to be obtained, kept or complied with in order for the Leased Network Assets, the Leased Land and the Network Land to be managed, operated, repaired, maintained and used in accordance with this Lease.
- (b) The Lessor must not unreasonably withhold (and must not impose unreasonable conditions upon) any consent necessary for the Lessee or any Permitted Sublessee to apply for, retain or keep current any Authorisation referred to in clause 2.12(a) or to comply with any Law relating to the management, operation, repair, maintenance or use of the Leased Network Assets, the Leased Land or the Network Land, where the Lessee certifies to the Lessor in writing that the consent:
  - (i) complies with this Lease; and
  - (ii) is in accordance with all Laws and the requirements of any Governmental Agency.

**2.13 Operator of Leased Network**

The Lessee must ensure that, at all times during the Term, either it or a Permitted Sublessee and no other person (other than another person with the written consent of the Lessor or a Governmental Agency or a step-in operator appointed to operate the Leased Network in accordance with Law), is the operator of the Leased Network for the purposes of the Regulatory Regime.

**2.14 Permitted Sublessee**

If a Permitted Sublessee manages, operates, repairs, maintains or uses the Leased Network Assets, the Leased Land or the Network Land, the Lessee is deemed to have performed its obligations under this Lease in relation to the management, operation, repair, maintenance or use of the Leased Network Assets, the Leased Land or the Network Land to the extent that the Permitted Sublessee performs those obligations.

**2.15 Lessee supply of telecommunications services**

- (a) The Lessee must not (and must ensure that any Permitted Sublessee does not) use or permit the use of any part of the Leased Assets at any time during the 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 Lessee, the Permitted Sublessee or a Partnership Group Entity obtains, holds and maintains a Carrier Licence; or
    - (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).

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (b) If, during the 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 Lessee to comply with this clause 2.15, the Lessee 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 Lessee 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 Lessee must as soon as possible upon request by the Lessor:

- (i) provide the Lessor and the Lessor's Representatives with, and allow them to make copies of, any information the Lessor reasonably requires for the purposes of determining the Lessee's compliance with this clause 2.15;
- (ii) make available to the Lessor and the Lessor's 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 2.15(c)(i); and
- (iii) provide the Lessor and the Lessor's Representatives with access to inspect any part of the Leased Assets, the Leased Land or the Network Land for the purposes of determining the Lessee's compliance with this clause 2.15.

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 Lessee is in breach of this clause 2.15 or that the Lessee may be at risk of such breach.

- (d) The Lessee must promptly notify the Lessor of any circumstances likely to constitute or to cause any breach of this clause 2.15.
- (e) If the Lessor reasonably believes that the Lessee may be in breach of this clause 2.15 or may be at risk of such breach, the Lessor may by notice direct the Lessee to cease or suspend the Lessee's activities (or procure that a Permitted Sublessee cease or suspend the Permitted 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 2.15. The Lessee must promptly comply with such direction (and procure prompt compliance with such direction by any Permitted Sublessee) until such time as the Lessor gives the Lessee further notice.
- (f) The Lessee acknowledges and agrees that, without limiting the Lessor's rights to any other remedies at common law, in equity or under the terms of this Lease (including clause 16), the Lessor may seek an urgent injunction or order for specific performance if the Lessee fails to comply, or fails to procure any Permitted Sublessee to comply, promptly with a direction given under clause 2.15(e).
- (g) To the extent that the performance of the Lessee's functions under this clause 2.15 requires the cooperation of any Permitted Sublessee, the Lessee must procure such cooperation.
- (h) The rights of the Lessor under this clause 2.15 are in addition to its rights under clause 16.

**2.16 New Network Technologies**

- (a) Except as otherwise consented to by the Lessor, the Lessee must not, and must ensure that neither any Permitted Sublessee nor any Associate of the Lessee or any Permitted

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

Sublessee, 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) 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 2.16(a), those assets are hereby leased to the Lessee under this Lease.
- (c) 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 hereby vested in or transferred to the Lessor and that asset is leased to the Lessee under this Lease. For this purpose, at the request of the Lessee, the Lessor must consult with the Lessee in relation to the process by which any such asset may be vested in or transferred to the Lessor and leased to the Lessee under this Lease.
- (d) The Lessee must do everything necessary to give effect to a vesting or transfer of title as referred to in clause 2.16(a) or (c) and to procure the release and discharge of all Security Interests over the asset prior to such vesting or transfer.
- (e) For the purposes of clause 2.16(c), an asset first becomes part of a New Network Technology when the asset first commences operation or otherwise first commences to perform the function which it is intended to perform.

**2.17 Slip provision**

- (a) If, at any time, the Lessor has a freehold or leasehold estate or interest in any land located in New South Wales as at both the Commencement Date and that time, and that land is not described in Schedule 2, Schedule 3 or Schedule 4 and was not transferred to the Lessee or any Permitted Sublessee by vesting order dated on or about the Commencement Date made under the Act, then the Lessor and the Lessee agree to take all such actions, as are reasonably required to lease that land under this Lease, whereupon that land will:
  - (i) to the extent it is used for the purposes of enabling the location of any existing or future Leased Network Assets on, above or under that land or access to those Leased Network Assets - form part of the Network Leased Land;
  - (ii) where paragraph (i) does not apply - form part of the Non-Network Leased Land; and
  - (iii) be subject to the terms of this Lease, which continue to apply unaffected except for the addition of that land as:
    - (A) where paragraph (i) applies - Network Leased Land; or
    - (B) where paragraph (ii) applies - Non-Network Leased Land

(for the avoidance of doubt no additional rent or premium will be payable under this Lease with respect to such land), and, for the purposes of paragraphs (i) and (ii), this Lease is hereby varied accordingly.
- (b) To the extent that the Lessor has a leasehold estate or interest in any land as referred to in clause 2.17(a):
  - (i) that leasehold estate or interest will be taken to be Leasehold Land for the purposes of clause 2.3, for which purpose:

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (A) where clause 2.17(a)(i) applies, Part 2 of Schedule 2, Part 1 of Schedule 3 or Part 1 of Schedule 4 (as applicable) will be deemed to be varied to include a description of that land;
  - (B) where clause 2.17(a)(ii) applies, Part 4 of Schedule 2, Part 2 of Schedule 3 or Part 2 of Schedule 4 (as applicable) will be deemed to be varied to include a description of that land; and
- (ii) the terms on which the leasehold estate or interest is leased to the Lessor will constitute a Head Lease, for which purpose:
  - (A) where clause 2.17(a)(i) applies, Part 2 of Schedule 2, Part 1 of Schedule 3 or Part 1 of Schedule 4 (as applicable) will be deemed to be varied to include a description of that Head Lease; and
  - (B) where clause 2.17(a)(ii) applies, Part 4 of Schedule 2, Part 2 of Schedule 3 or Part 2 of Schedule 4 (as applicable) will be deemed to be varied to include a description of that Head Lease.
- (c) Nothing in clause 2.17(a) is to be taken as requiring a leasehold estate or interest in any land to become subject to this Lease unless the Lessor has the right, under the terms on which the leasehold estate or interest is leased to the Lessor, to sublease that leasehold estate or interest to the Lessee in accordance with this Lease.
- (d) As soon as practicable after any land is leased by the Lessor to the Lessee pursuant to this clause 2.17 that results in a deemed variation to Part 2 or Part 4 of Schedule 2 or to Schedule 3, the Lessee must register a variation of this Lease at LPI.

**2.18 Unregistered Lease over land affected by caveats**

- (a) The Lessor and Lessee acknowledge and agree that the Leased Land includes the following freehold interests that are leased to the Lessee in accordance with the terms of this Lease, despite not being listed in Schedule 2:
  - (i) the following site is included as a Network Leased Land site:

Folio Identifier	Address	Description
1/626651	O'Connell Street 20 - 26 Bligh Street 33 Sydney	Office Building – Future Zone Substation

- (b) The Lessor must cooperate with the Lessee and do all things that the Lessee reasonably requires of it to enable the registration of this Lease at the LPI against each of the above-listed sites (or sites derived from the above-listed sites) provided that:
  - (i) the Lessor will not be required to assume or incur any obligations or present or contingent liabilities to any other person (including the Lessee, any Permitted Sublessee or any person who has lodged a caveat on the title of the above-listed sites) unless the Lessor is, to the reasonable satisfaction of the Lessor, fully indemnified by the Lessee in respect of such obligations and liabilities; and
  - (ii) the Lessee pays all of the costs incurred by the Lessor in doing such things (including reasonable internal costs such as of time spent).

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

### 3 Concurrent Lease

#### 3.1 Concurrent Lease

- (a) This Lease is concurrent with the Existing Tenant Leases.
- (b) The Lessee must:
  - (i) perform, or procure the performance of, all of the obligations of the Lessor under or in relation to the Existing Tenant Leases, including in respect of the exercise of an option by a tenant under an Existing Tenant Lease; and
  - (ii) not do or permit to be done any act or omission which constitutes a breach of the terms of any Existing Tenant Lease.
- (c) The Lessee indemnifies and must keep indemnified the Lessor from and against all Losses of every kind that may be incurred or sustained, whether directly or indirectly, by the Lessor in respect of or arising from or in any way connected with any Existing Tenant Lease, including such Losses as are in respect of or arise from or are in any way connected with:
  - (i) the Lessee's performance of, or failure to perform, the obligations referred to in clause 3.1(b);
  - (ii) the exercise of, or failure to exercise, the rights of the Lessor under any Existing Tenant Lease; or
  - (iii) the enforcement of, or failure to enforce, the Lessor's rights, powers or remedies under or in relation to any Existing Tenant Lease,except to the extent such Losses are caused or contributed to by the Lessor's breach of clause 3.4 or 3.5(b).
- (d) Subject to this Lease, the Lessee may exercise and enforce all rights, powers and remedies of the Lessor under or in relation to the Existing Tenant Leases to the exclusion of the Lessor.
- (e) The Lessee is entitled to all rent and other money paid or payable to the Lessor under the Existing Tenant Leases during the Term.
- (f) The Lessee must notify the Lessor promptly upon becoming aware of any actual or prospective Loss of the Lessor relating to the Existing Tenant Leases. If the Lessee gives such notification, the Lessee may at its cost prosecute, defend or otherwise deal with any such Loss on behalf of the Lessor and the Lessor must provide such cooperation as is reasonable at the cost of the Lessee.

#### 3.2 Relevant Lease Covenants

To the extent that this Lease does not have the legal effect of putting the Lessee, during the Term, in the same position as the Lessor in terms of exercising and enforcing all covenants, rights, powers and remedies of the Lessor under the Existing Tenant Leases, then:

- (a) subject to clause 3.2(b), the Lessor assigns to the Lessee with effect from the Commencement Date:
  - (i) the Lessor's interest in the Existing Tenant Leases; and
  - (ii) the benefit of the covenants by the Existing Tenants under the Existing Tenant Leases,

**(Relevant Lease Covenants)**, and the Lessee accepts the assignment and assumes all liabilities of the Lessor, and must indemnify and keep the Lessor indemnified from and

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

against any Losses which arise during the Term in respect of the Existing Tenant Leases (except to the extent such Losses are caused or contributed to by the Lessor's breach of clause 3.2(b)(ii)); and

- (b) if the benefit of any Relevant Lease Covenant is not assignable, then it is not assigned to the Lessee, and during the Term:
  - (i) the Lessor holds the benefit of the Relevant Lease Covenant for the benefit of the Lessee; and
  - (ii) if directed by the Lessee, the Lessor must use its reasonable endeavours to enforce the Relevant Lease Covenant for and at the cost of the Lessee.

**3.3 Lessee's dealing with Existing Tenant Leases**

- (a) Subject to clause 3.3(b), the Lessee may:
  - (i) amend or vary the terms of any Existing Tenant Lease;
  - (ii) accept a surrender of all or any part of an Existing Tenant Lease;
  - (iii) agree to an Existing Tenant holding over under an Existing Tenant Lease after the expiry of the Existing Tenant Lease;
  - (iv) extend the term of an Existing Tenant Lease following valid exercise by the Existing Tenant of an option in existence as at the Commencement Date; or
  - (v) terminate an Existing Tenant Lease in accordance with its terms, without the Lessor's consent.
- (b) The Lessee must not, without the prior consent of the Lessor, amend any Existing Tenant Lease in a manner that:
  - (i) requires the Lessor to pay or incur any cost or liability;
  - (ii) imposes any additional or more onerous obligation or liability on the Lessor;
  - (iii) extends the term (except in accordance with clause 3.3(a)(iv) or grants an option to extend the term, of the Existing Tenant Lease beyond the Term of this Lease; or
  - (iv) releases the Existing Tenant from any obligation to carry out capital works, or make good the leased premises at the end of the lease term.
- (c) The Lessee must pay, or procure the payment by the lessee under the Existing Tenant Lease of, any duty in respect of such instrument.
- (d) Nothing in this clause 3.3 prevents the Lessee, in its own right, from providing or agreeing to provide any right or benefit to an Existing Tenant (for example, in a separate agreement between the Lessee and an Existing Tenant that is not an amendment or variation of an Existing Tenant Lease).

**3.4 Lessor not to deal with Existing Tenant Leases**

The Lessor must not:

- (a) amend or vary the terms of any Existing Tenant Lease;
- (b) accept a surrender of all or any part of an Existing Tenant Lease;
- (c) terminate an Existing Tenant Lease;
- (d) purport to exercise or enforce any rights, powers or remedies of the Lessor under or in relation to an Existing Tenant Lease; or

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (e) waive in writing any of its rights under an Existing Tenant Lease, except:
- (f) as permitted by this Lease; or
- (g) with the Lessee's prior consent, such consent not to be unreasonably withheld or delayed.

**3.5 Existing Lease Guarantees**

- (a) The Lessor does not warrant that any Existing Lease Guarantees are valid or enforceable.
- (b) If the Lessor holds any Existing Lease Guarantee for an Existing Tenant Lease then, from the Commencement Date:
  - (i) the Lessor holds its interest under the Existing Lease Guarantee for the benefit of the Lessee;
  - (ii) if directed by the Lessee, except to the extent prohibited by Law or court order, the Lessor must:
    - (A) return the Existing Lease Guarantee to the issuer of the Existing Lease Guarantee;
    - (B) return the Existing Lease Guarantee to the Existing Tenant on whose behalf the Existing Lease Guarantee is issued; or
    - (C) at the cost of the Lessee, make a claim under the Existing Lease Guarantee, and pay the money received to the Lessee; and
  - (iii) the Lessor will not amend (or agree to amend) the Existing Lease Guarantee without the Lessee's prior consent.

**4 Power of attorney**

- (a) The Lessee irrevocably appoints the Lessor as the attorney of the Lessee to:
  - (i) execute, stamp and register a surrender of this Lease if this 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 in respect of the Leased Land or consent to any dealing affected by that caveat if the Lessee fails to comply with its obligations under clause 38;
  - (iii) if the Lessee fails to comply with its obligations under clauses 2.6(c) and 2.8(d), execute all documents that the Lessor reasonably considers necessary or desirable for the purposes of doing anything under clauses 2.6(c) or 2.8(d) respectively;
  - (iv) execute all documents that the Lessor reasonably considers necessary or desirable for the purposes of doing anything under clause 18.1 (but excluding anything under clause 18.1(h);
  - (v) if the Lessee fails to comply with its obligations under clause 19, execute all documents that the Lessor reasonably considers necessary or desirable to perform the Lessee's obligations under clause 19;
  - (vi) generally (and acting reasonably) do, execute and perform any other thing relating to the Leased Assets, the Leased Land, the Network Land or this Lease



Lease Annexure A Distribution Network Lease

Allens > < Linklaters

as fully and effectually as the Lessee could do if the Lessee fails to comply with its obligation under this Lease to do the relevant thing after the Lessor has given the Lessee notice to do, execute or perform that thing and the Lessee has failed to comply with that notice;

- (vii) appoint delegates as its attorney and, at the discretion of the Lessor, revoke any such appointment and appoint others; and
- (viii) use the name of the Lessee in connection with any power the Lessor may exercise under this clause 4(a).
- (b) The Lessee agrees to ratify and confirm everything the attorney lawfully does on behalf of the Lessee under clause 4(a). The Lessee 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 4(a).
- (c) The Lessor must, as far as is reasonably practicable, notify the Lessee a reasonable time before taking any actions under clause 4(a).
- (d) The Lessee must execute and register any document necessary to give effect to the power of attorney created under this clause 4 or to give effect to, or achieve the registration of, any document executed under the power of attorney created under this clause 4.

**5 As is where is**

**5.1 Condition**

- (a) The Lessee acknowledges and agrees that, except as expressly provided in the Sale and Purchase Agreement the Leased Assets and the Leased Land are leased to the Lessee under this Lease 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 Lessee 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 Lessee acknowledges and agrees that it takes a lease of the Leased Assets and the Leased Land from the Lessor subject to:
  - (i) all and any outstanding notices, requisitions or requirements of Governmental Agencies which apply at the Commencement Date; and
  - (ii) any notices, requisitions or requirements of Governmental Agencies which may apply following the Commencement Date.

**5.2 Exclusion of warranties**

The Lessee acknowledges and agrees that:

- (a) the Lessee has not relied on, or been induced to enter into this Lease or any Sublease Deed by, any promise, representation, warranty or undertaking given by or on behalf of

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

the Lessor or the State other than a promise, representation, warranty or undertaking that is expressly set out in this Lease or the Sale and Purchase Agreement;

- (b) the Lessee 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 this Lease, 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; and
- (c) all conditions, representations and warranties relating to the Leased Assets and the Leased Land (whether express, implied, statutory, collateral or otherwise), other than those expressly set out in this Lease or the Sale and Purchase Agreement, are excluded.

**6 Rent and other payments**

**6.1 Rent**

The Lessee must pay the Rent in advance to the Lessor (or as otherwise directed by the Lessor) on each anniversary of the Commencement Date.

**6.2 Other payments**

The Lessee must duly and punctually pay, or procure the payment of, all other money payable to the Lessor (or its nominee) or the State under this Lease.

**6.3 Rates and taxes**

Subject to clause 6.7, the Lessee must:

- (a) pay, or procure the payment, to each Governmental Agency on time; or
  - (b) reimburse to the Lessor on demand by the Lessor,
- all Rates and Taxes without contribution from the Lessor.

**6.4 Lessee to pay for Services**

The Lessee must pay, or procure the payment of, all costs, charges and expenses for the supply of all Services which are required by the Lessee or any Permitted Sublessee for the Leased Assets, the Leased Land or the Network Land in accordance with the terms of the agreements for supply of the relevant Services.

**6.5 Payment of rent and other payments**

All payments by the Lessee to the Lessor (or its nominee) or the State under this Lease must be made:

- (a) in immediately available and irrevocable funds to such bank account as the Lessor may notify to the Lessee from time to time; and
- (b) inclusive of all duties and statutory charges and without any set-off, deduction or withholding, except as permitted under clause 39.

**6.6 Default Interest**

- (a) The Lessee must pay to the Lessor (or its nominee) or the State interest on any amount payable to the Lessor (or such nominee) or the State which remains unpaid at the end of the date on which that amount is due for payment under this Lease (including interest payable under this clause 6.6).
- (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

## Lease Annexure A Distribution Network Lease

Allens > < Linklaters

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 6.6 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 Lease.

### 6.7 Rates and Taxes assessments

- (a) The Lessor must promptly give to the Lessee copies of all assessments of Rates and Taxes received by the Lessor during the Term, and all correspondence with the relevant Governmental Agency collecting such Rates and Taxes relating to them. If the Lessee or any Permitted Sublessee wishes to object to any such assessment or to pursue any further appeal proceedings (for example, against a valuation), the Lessee and any Permitted Sublessee will be entitled to do so in the name of the Lessor but at the cost of the Lessee.
- (b) The Lessee will be responsible for and indemnifies and must keep indemnified the Lessor against any penalties or interest that may become payable as a consequence of the Lessee not paying, or procuring the payment of, an assessment when due except to the extent the payment has not occurred by reason of the Lessor failing to give the Lessee a copy of the relevant assessment as required under clause 6.7(a) and the Lessee has not otherwise received a copy of that assessment.
- (c) If requested by the Lessee, the Lessor must apply to the relevant Governmental Agency for a reduction in, or deduction from, the liability of the Lessee or any Permitted Sublessee (or the Lessor's liability, where that liability is passed onto the Lessee under this Lease) to pay land tax in respect of the Leased Land or the Network Land or a reduction in, or deduction from, any valuation relevant to the calculation of such land tax, but only to the extent the Lessor is permitted by Law to apply for such reduction or deduction. The application will be at the cost of the Lessee. For these purposes the Lessee will pay all of the costs incurred by the Lessor including its reasonable internal costs such as of time spent.

### 6.8 No Abatement

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

### 6.9 Recipient created tax invoices

In accordance with clause 35.12, the Lessee must issue the Lessor a recipient created tax invoice for the consideration provided in the form of the payment of all Rates and Taxes.

## 7 Use of Leased Assets and Land

### 7.1 Use

The Lessee:

- (a) must ensure that the Leased Network Assets and the Network Land are used to conduct an electricity network business and for public lighting purposes; and
- (b) may use the Leased Assets and the Leased Land, or permit the Leased Assets and the Leased Land to be used, to the extent of the rights conferred upon the Lessee under this Lease, for any other lawful purpose, provided that such use does not materially interfere with the use of the Leased Network Assets and the Network Land to conduct an electricity network business or for public lighting purposes.

## 7.2 Operation, Repair and Maintenance

The Lessee must ensure that the Leased Assets, the Leased Land and the Network Land are managed, operated, repaired, maintained and used:

- (a) in a manner and to the extent necessary to enable the Lessee to comply with its obligations under clause 18.1;
- (b) in accordance with all applicable Laws and the requirements of all relevant Authorisations, including in so far as such Laws and Authorisations:
  - (i) relate to the Regulatory Regime;
  - (ii) relate to safety, environmental matters, matters in respect of trade waste and dangerous goods, or the health and safety of people on or in the vicinity of the Leased Assets, the Leased Land and the Network Land; or
  - (iii) impose obligations on the Lessor in relation to the management, operation, repair or maintenance of the Leased Assets, the Leased Land and the Network Land and the performance of those obligations by the Lessee or any Permitted Sublessee is not prohibited by the Law or Authorisation; and
- (c) in accordance with all notices, orders and directions lawfully given by any Governmental Agency including under the Regulatory Regime (and including in so far as they impose obligations on the Lessor and the performance of those obligations by the Lessee or any Permitted Sublessee is not prohibited by Law or any Authorisation).

## 7.3 Street Lighting System

Without derogating from clause 7.2, for so long as there is no mandatory street lighting code under the *Electricity Supply (Safety & Network Management) Regulation 2014* (NSW) applicable to the operation of the Street Lighting System, the Lessee must ensure that the Street Lighting System is managed, operated, repaired, maintained and used:

- (a) for the period up until five years after the Commencement Date – at least to the same standard to which it was managed, operated, repaired, maintained and used in the 12 month period immediately prior to the Commencement Date; and
- (b) thereafter – to the standard that would reasonably be expected from a prudent, efficient and experienced provider of public lighting services in Australia committed to meeting the needs of its public lighting customers under conditions comparable to those applicable to the Street Lighting System.

## 7.4 Improvements

- (a) The Lessee must, at its own expense, make or ensure there is made all alterations, modifications, changes and additions to the Leased Assets and the Leased Land as and when required by any applicable Law or Authorisation (including the Regulatory Regime).
- (b) Subject to the other provisions of this clause 7, the Lessee may, at its own expense, make or permit to be made any alterations, modifications, changes or additions to the Leased Assets and the Leased Land as the Lessee considers necessary or desirable in the proper conduct of its business.
- (c) For the avoidance of doubt, in performing its obligations under clause 7.4(a) or exercising its rights under clause 7.4(b), the Lessee may remove a Leased Network Asset from service provided that, where that Leased Network Asset is required for the effective, safe or efficient operation of the Leased Network, it is replaced in service (in accordance with

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

the requirements of this Lease) with another part which is of at least equivalent functionality.

- (d) All alterations, modifications, changes and additions to the Leased Assets or the Leased Land made under clauses 7.4(a) or (b) must be made in a good and workmanlike manner and in accordance with Good Operating Practice.
- (e) Upon the permanent removal of a Replaced Part and the replacement of it in service by another asset which is of at least equivalent functionality, title to that Replaced Part is hereby transferred to the Lessee and the Lessee may deal with that Replaced Part as it thinks fit. For these purposes, as soon as reasonably practicable after being notified of the permanent removal of the Replaced Part, the Lessor must procure the release and discharge of all Security Interests over any of its right, title and interest in the Replaced Part (other than Permitted Liens).
- (f) Subject to clause 7.4(g) and except as otherwise consented to by the Lessor, where 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, title in that asset is hereby vested in or transferred to the Lessor and that asset is leased to the Lessee under this Lease. For this purpose, at the request of the Lessee, the Lessor must consult with the Lessee in relation to the process by which further assurance may be given as to any such asset becoming vested in or transferred to the Lessor and leased to the Lessee under this Lease.
- (g) Clause 7.4(f) does not apply in respect of an asset referred to in paragraph (c) or (d) of the definition of Network in clause 1.2, or in respect of any asset comprising part of the Street Lighting System, where, as at the time that asset would become (were it not for this clause 7.4(g)) part of the Leased Network or the Street Lighting System, it is intended that the asset will be or will continue to be owned by a person other than:
  - (i) the Lessee;
  - (ii) any Permitted Sublessee; or
  - (iii) an Associate of the Lessee or any Permitted Sublessee where that Associate owns the asset for benefit of, or makes it available for use by, the Lessee or any Permitted Sublessee, but not to the extent that the Associate owns the relevant asset in the capacity of a generator, network customer or network service provider (not being a network service provider in respect of the Network) whose facilities are connected to the Network.
- (h) The Lessee must do everything necessary to give effect to a vesting or transfer of title as referred to in clause 7.4(f) and to procure the release and discharge of all Security Interests over the asset prior to such vesting or transfer.
- (i) For the purposes of clause 7.4(f):
  - (i) an asset first becomes part of the Leased Network, the Telecommunications Network or the Street Lighting System; and
  - (ii) an asset first becomes Network-Related Equipment,

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

when the asset first commences operation or otherwise first commences to perform the function which it is intended to perform.

**7.5 Removal of Obsolete Parts and Obsolete Non-Network Assets**

- (a) If the Lessee reasonably considers that any Leased Network Asset is an Obsolete Part, then the Lessee may remove that Obsolete Part from service.
- (b) If the Lessee reasonably considers that any Existing Non-Network Asset is an Obsolete Non-Network Asset, then the Lessee may remove that Obsolete Non-Network Asset from service.
- (c) Upon the permanent removal of:
  - (i) an Obsolete Part from service; or
  - (ii) an Obsolete Non-Network Asset from service,

title to that Removed Obsolete Part or that Obsolete Non-Network Asset is hereby transferred to the Lessee and the Lessee may deal with that Removed Obsolete Part or Obsolete Non-Network Asset as it thinks fit. For these purposes, as soon as reasonably practicable after being notified of the permanent removal of the Obsolete Part or Obsolete Non-Network Asset from service, the Lessor must procure the release and discharge of all Security Interests over all or any of its right, title and interest in the Removed Obsolete Part or Obsolete Non-Network Asset (other than Permitted Liens).

**7.6 Operational disruption**

- (a) If an event occurs which causes a significant disruption to the operation of the Leased Network such that the supply of electricity to one or more local government areas in New South Wales is materially diminished, then the Lessee must, and must ensure that any Permitted Sublessee does, take all such action as is required to restore the operation of the Leased Network as soon as possible.
- (b) The action that must be taken as referred to in clause 7.6(a) includes expending such money, and rostering on such employees and contractors, as may be required to promptly restore the affected supply of electricity but does not require:
  - (i) the settlement of strikes or other industrial action by yielding to unreasonable demands; or
  - (ii) the taking of any action that would put the Lessee, any Permitted Sublessee or any Partnership Group Entity in breach of any applicable Law or Authorisation (including as to the safety of the employees or contractors of the Lessee, any Permitted Sublessee or Partnership Group Entity).
- (c) This clause 7.6(a) applies notwithstanding that the event may be a Force Majeure Event, and clause 22 does not apply to the extent that the application of clause 22 would derogate from the application of this clause 7.6. For the avoidance of doubt, the obligations under clause 7.6(a) are without limitation and in addition to the other obligations of the Lessee under clause 7.2.

**7.7 Works in last 10 years**

Despite anything else in this Lease, the Lessee must ensure that:

- (a) during the last 10 years of the Term; or
- (b) for so long as a Lessor Termination Event subsists,

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

no Leased Asset, Leased Land, Additional Network Asset or Additional Network Land, or any part of them, is demolished, removed or disposed of, and not replaced, otherwise than:

- (c) with the prior consent of the Lessor; or
- (d) in the ordinary course of business.

**7.8 Transition Plan**

- (a) This clause 7.8 applies if:
  - (i) the Term is due to expire within the next 10 years; or
  - (ii) an event occurs which, with the giving of notice or passage of time or both, could reasonably be expected to become a Lessor Termination Event and the Lessor notifies the Lessee that this clause 7.8 applies.

- (b) Where this clause 7.8(a) applies:

- (i) by virtue of clause 7.8(a)(i), then no later than 5 years prior to the end of the Term; or
- (ii) by virtue of clause 7.8(a)(ii), then as soon as reasonably practicable after the Lessor notifies the Lessee that this clause 7.8 applies.

the Lessee must provide to the Lessor a transition plan that sets out the detailed actions to be taken by each of the Lessee and the Lessor, and the timing and process for the taking of those actions, in order to achieve an orderly and timely process for:

- (iii) the return to the Lessor (or its nominee) of the Leased Assets and the Leased Land at the Lease End Date;
- (iv) the transfer to the Lessor (or its nominee) of the Additional Network Assets and the Additional Network Land at the Lease End Date; and
- (v) the taking of such other actions as are required by this Lease in conjunction with or as a consequence of these matters,

so as to enable the supply of electricity using the Leased Network before, on and after the Lease End Date with minimum disruption to, or deterioration in the quality of, the services provided by the Leased Network.

- (c) If:
  - (i) the Lessee has not provided a transition plan as required by clause 7.8(b); or
  - (ii) the Lessor and the Lessee have not agreed the transition plan following its receipt by the Lessor, and the Lessor gives a notice to the Lessee requiring the transition plan to be determined by an independent expert,

the determination of the transition plan must be referred to an independent expert. In determining the transition plan, the independent expert must have regard to the matters set out in clause 7.8(b).

- (d) From time to time as required by either of them on reasonable notice to the other until the completion of implementation of the transition plan (which may occur after the Lease End Date), the Lessee and the Lessor must meet to inform each other of their respective progress in respect of their implementation of the transition plan agreed by them or determined by an independent expert.
- (e) Unless or until a transition plan has been agreed by the Lessor and the Lessee or determined by an independent expert, the Lessee must diligently pursue the

## Lease Annexure A Distribution Network Lease

## Allens > < Linklaters

implementation of, and do all things necessary or desirable to implement, the transition plan provided to the Lessor under clause 7.8(b).

- (f) Once the transition plan has been agreed by the Lessor and the Lessee or determined by an independent expert, the Lessee and the Lessor must diligently pursue the implementation of, and do all things necessary or desirable to implement, that transition plan.
- (g) In implementing the transition plan in accordance with clause 7.8(e) or (f), the Lessee must provide the Lessor with:
  - (i) such information as the Lessor reasonably requires; and
  - (ii) such access to its facilities and systems, its employees and contractors, the Leased Assets, the Leased Land, the Network Land, the Additional Network Assets and the Additional Network Land and the employees and contractors of its Related Bodies Corporate or persons otherwise engaged in the business of the Lessee or any Permitted Sublessee as the Lessor reasonably requires,

to enable the transfer of ownership and control of the Leased Assets, the Leased Land, the Additional Network Assets and the Additional Network Land to the Lessor (or its nominee) to be achieved efficiently and with minimum disruption to, or deterioration in the quality of, the services provided by the Leased Network.

- (h) If requested by the Lessor, the Lessee must use all reasonable endeavours to facilitate the making of offers of employment by the Lessor (or its nominee) to such persons as are engaged in the electricity distribution and transmission business conducted by the Lessee and any Permitted Sublessee (whether or not those persons are employees of the Lessee or any Permitted Sublessee) and as the Lessor reasonably considers are required for the purpose of the continued conduct of that business in the hands of the Lessor (or its nominee) after the Lease End Date, including providing to the Lessor such information about those persons as the Lessor reasonably requests that can be lawfully provided and allowing the Lessor to have access to those persons to discuss their future arrangements.

## 8 Records, Information and Inspection

### 8.1 Records

- (a) The Lessee must:
  - (i) prepare and keep (or ensure the preparation and keeping of) all records and reports in respect of the Leased Assets, the Leased Land, the Additional Network Assets and the Additional Network Land that are required to be prepared and kept in respect of them under applicable Laws and Authorisations (including under the Regulatory Regime) in accordance with the requirements of those Laws and Authorisations;
  - (ii) maintain copies of all Authorisations that are required by Law to be held for the purposes of managing, operating and using the Leased Assets, the Leased Land, the Additional Network Assets and the Additional Network Land (including under the Regulatory Regime); and
  - (iii) keep and maintain all certificates of title in respect of the Leased Land as are in the possession of the Lessor immediately prior to, and handed over to the Lessee on, the Commencement Date.
- (b) The Lessee must maintain (or ensure the maintenance of):



Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (i) a complete and current set of 'as built' plans and specifications and line diagrams in relation to the Leased Network Assets and the Additional Network Assets, and their configuration, design, construction and interconnection with other electricity transmission and distribution networks, in sufficient detail to enable an engineer not otherwise familiar with the Leased Network Assets and the Additional Network Assets to locate and identify the various parts of them;
- (ii) a complete and current set of records relating to the operation, maintenance, use and condition of the Leased Assets, the Leased Land, the Network Land, the Additional Network Assets and the Additional Network Land (including daily operating logs that show electricity throughput); and
- (iii) all relevant handbooks, training, maintenance and operating manuals and instructions, principal building layout lines, key site evaluations and information processes with respect to the Leased Network Assets and the Additional Network Assets and their interconnection with other electricity transmission and distribution networks,

in each case in accordance with Good Operating Practice. Such documents as are in existence as at the Commencement Date will be taken to satisfy this requirement for a period of 6 months following the Commencement Date.

- (c) The documents referred to in clause 8.1(b) must be held by the Lessee or otherwise be accessible by or under the control of the Lessee until 12 months after the Lease End Date, unless already delivered to the Lessor in accordance with clause 18.1 or otherwise specified or directed by the Lessor.

**8.2 Information**

- (a) The Lessee must, within a reasonable period after any request by the Lessor, provide the Lessor and the Lessor's Representatives with, and allow them to make copies of:
  - (i) information on the location, condition, operation and use of, and environmental matters associated with, the Leased Assets, the Leased Land, the Network Land, the Additional Network Assets and the Additional Network Land; and
  - (ii) any other information that the Lessor reasonably requires for the purposes of determining the Lessee's compliance with this Lease,

which requests must not, unless the circumstances require (including where there is a subsisting Lessor Termination Event), be more frequent than once in every 6 months.

- (b) If so requested by the Lessor or any of the Lessor's Representatives, the Lessee must make available to them a person or persons familiar with the Leased Assets, the Leased Land, the Network Land, the Additional Network Assets and the Additional Network Land for the purposes of assisting them to obtain an understanding of any information referred to in clause 8.2(a).

**8.3 Inspection**

- (a) The Lessee must permit the Lessor and the Lessor's Representatives, at reasonable times and having given the Lessee reasonable notice, to inspect any part of the Leased Assets, the Leased Land or the Network Land.
- (b) When exercising its rights under clause 8.3(a), the Lessor and the Lessor's Representatives:
  - (i) must not interfere with the Lessee's or any Permitted Sublessee's operations or business;

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (ii) will be subject to the same limitations upon and conditions of access as apply to any third party visitor to the place where the relevant part of the Leased Assets, the Leased Land or the Network Land is located; and
- (iii) must comply with all safety requirements and other reasonable directions of the Lessee or any Permitted Sublessee in relation to such access.
- (c) The Lessor must not, unless the circumstances require (including where there is a subsisting Lessor Termination Event), require inspections under clause 8.3(a) more frequently than once in every 6 months.

**8.4 Access to third parties**

The Lessee must:

- (a) use its best endeavours to procure that the Lessor and the Lessor's Representatives are provided with access to such information as is maintained by third parties and which the Lessor is entitled to have access to, or have copies of, under this Lease; and
- (b) ensure that any contractual arrangements between the Lessee and any third party that are entered into after the Commencement Date acknowledge the Lessor's right of access under clause 8.4(a).

**8.5 Notifications**

- (a) The Lessee must promptly notify the Lessor of:
  - (i) any material loss or material damage to the Leased Assets, the Leased Land, the Network Land, any Additional Network Assets, any Additional Network Land or any part of them;
  - (ii) any suspension, cancellation, revocation, surrender or expiry of any of its or any Permitted Sublessee's Major Authorisations;
  - (iii) any proceeding or prosecution commenced under any Law against the Lessee, any Permitted Sublessee, or any person engaged by the Lessee or any Permitted Sublessee, relating to the Leased Assets, the Leased Land or the Network Land that, if successful, is reasonably likely to have a materially adverse effect on the operation of the Leased Network;
  - (iv) any notification from a Governmental Agency, a person exercising a function under a Law, or an insurer under a Policy which indicates that the Lessee may not be complying with this Lease; and
  - (v) any notification from a Governmental Agency requiring the Lessor, the Lessee, any Permitted Sublessee or any Partnership Group Entity to clean up any Contamination in respect of any Leased Land or any Network Land.
- (b) The Lessor must promptly notify the Lessee of any written notifications it receives from a Governmental Agency requiring the Lessor, the Lessee, any Permitted Sublessee or Partnership Group Entity to take any action in respect of the Leased Network Assets, Leased Land or Network Land, including to clean up any Contamination.

**8.6 Asset register**

- (a) On and from 6 months after the Commencement Date, the Lessee must maintain and keep current an asset register that sets out:
  - (i) all of the assets that are leased to it under this Lease, identifying each such asset by an asset identification number and an asset description; and

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (ii) for each such asset:
  - (A) the date it first became so leased to the Lessee or the Permitted Sublessee (as the case may be);
  - (B) its accounting book cost, depreciation, accumulated depreciation and accounting book written down value as at the immediately preceding 30 June; and
  - (C) the value (if any) at which that asset is included in the Regulatory Asset Base for the distribution and transmission systems, of which the Leased Network forms a part, as at the immediately preceding 30 June.
- (b) The Lessee must:
  - (i) by 31 July in each year; and
  - (ii) within 30 days of being requested to do so from time to time, provide the Lessor and the Lessor's Representatives with, and allow them to make copies of, the asset register referred to in clause 8.6(a).
- (c) The Lessee acknowledges and agrees that the Lessor will be entitled to disclose information provided to the Lessor under clause (b) to the auditors of the Lessor and that such auditors are entitled to, and will, rely on that information.

**8.7 No release from liability or responsibility**

The Lessee acknowledges and agrees that, by being provided with information under this clause 8 or exercising its rights under this clause 8, the Lessor is not to be taken as:

- (a) accepting any liability or responsibility in relation to; or
- (b) relieving the Lessee from its responsibility for, the performance of, or compliance with, the Lessee's obligations under this Lease.

**8.8 Cooperation of Permitted Sublessee**

To the extent that the performance of the Lessee's obligations under this clause 8 requires the cooperation of any of the Lessee's Representatives, the Lessee must procure such cooperation.

**9 Title and Quiet Enjoyment**

**9.1 Lessor's title**

The Lessee acknowledges that it has no rights in relation to the Leased Assets or the Leased Land other than the rights under this Lease and the rights conferred on it by applicable Laws or Authorisations.

**9.2 Protection of title**

The Lessee must, to the extent reasonably practicable having regard to its legal capacity and its rights and obligations under this Lease:

- (a) 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
- (b) 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.

**9.3 Quiet Enjoyment**

- (a) If the Lessee duly and punctually observes and performs the terms, covenants and conditions in this Lease which the Lessee is required to observe and perform, the Lessee will and may peaceably possess and enjoy the Leased Assets and the Leased Land for the Term, without any interruption or disturbance from the Lessor or any other person or persons lawfully claiming by or under the Lessor save only where an interruption or disturbance results from:
  - (i) the exercise by the Lessor of such rights as are expressly or impliedly conferred on it under this Lease;
  - (ii) the exercise by any person of a right arising under Law; or
  - (iii) the exercise by any person of a right arising under an Encumbrance, lease, licence, reservation, contract or other arrangement that:
    - (A) has been granted or entered into by the Lessor and is in existence as at the Commencement Date;
    - (B) comes into existence after the Commencement Date under or in connection with the operation of contracts or arrangements entered into by the Lessor prior to the Commencement Date and in accordance with provisions in those contracts or arrangements as such provisions stood immediately prior to the Commencement Date; or
    - (C) has been granted or entered into by the Lessor after the Commencement Date in accordance with, or as permitted or required by, this Lease.
- (b) After the Commencement Date, the Lessor must not grant or enter into any Encumbrance, lease, licence, reservation or right in relation to the Leased Assets or the Leased Land except where:
  - (i) it is required by Law to do so;
  - (ii) it is required to do so under a contract or other arrangement that is in existence as at the Commencement Date;
  - (iii) it is required or permitted by this Lease or any Sublease Deed to do so; or
  - (iv) with the consent of the Lessee.

**9.4 Encumbrances**

The Lessee:

- (a) must observe and perform, and ensure that any Permitted Sublessee observes and performs, all obligations on the part of the Lessor under any Encumbrance;
- (b) agrees to be bound by, and that this Lease is subject to, the terms of any Encumbrances;
- (c) without limitation to paragraphs (a) and (b), acknowledges Lake Macquarie City Council's rights under the Deed of Bargoed House Pathway dated 7 March 2013 between the Lessor and Lake Macquarie City Council; and
- (d) with regard to paragraph (c), will not unreasonably withhold consent and will take all reasonably necessary steps to enable registration of the plan of easement and any related documentation, as contemplated by the Deed of Bargoed House Pathway, and the Lessor agrees to cooperate with the Lessee and do all things that the Lessee reasonably requires of it, at the expense of the Lessee (including for the Lessor's reasonable internal costs such as of time spent), to enable the Lessee and Lake Macquarie City Council to register the easement.

## 9.5 Assistance by Lessor

The Lessor must, if requested by the Lessee and at the expense and risk of the Lessee (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 Term, and do all things which the Lessee reasonably requires of it, to assist the Lessee 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 Lessee 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 Lessee is one not forbidden by or otherwise inconsistent with the terms of this Lease; 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 Lessee or any Permitted Sublessee) for which the Lessor is not fully insured under an insurance policy taken out by the Lessee or a Permitted 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 Lessee in respect of the obligations and liabilities referred to in clause 9.5(c)(i) and the liability of the Lessee under such indemnity is the subject of such security in favour of the Lessor as the Lessor may reasonably require.

## 9.6 Put and Call Option Agreements

- (a) The Lessor must, if requested by the Lessee and at the expense of the Lessee (such expense to include the reasonable internal costs of the Lessor, such as of time spent, in connection with signing and reviewing documents):
  - (i) promptly sign all documentation provided to the Lessor by the Lessee, 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 this Lease; and
  - (ii) provide all other reasonable assistance required by the Lessee, to enable the Lessee or any Permitted 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 Lessee has certified in writing to the Lessor that the signing of any documentation is necessary for the Lessee or Permitted 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.
- (b) Where any part of the Leased Land is transferred to a third party under this clause 9.6:
  - (i) that land will be surrendered from this Lease so that, in respect of that part of the Leased Land, the residue of the term of this Lease will merge in the reversion and be extinguished; and
  - (ii) the Lessee must prepare at its cost all documents to effect and register that surrender.

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (c) Despite any surrender of this Lease under this clause 9.6, the Lessor and the Lessee agree that:
- (i) the provisions of this Lease remain in full force with respect to the remaining parts of the Leased Land;
  - (ii) no compensation (including by way of reimbursement for the value of improvements or other assets) is payable to the Lessee; and
  - (iii) the Lessor is absolutely released from all obligations under this Lease which relate to that land that is transferred to a third party.

**10 Insurance**

**10.1 Required insurance policies**

Subject to clause 10.5, the Lessee must, with effect from the Commencement Date:

- (a) effect and subsequently maintain throughout the Term (or cause to be effected and maintained throughout the Term), insurance policies with reputable insurance companies that are approved by the Lessor (with such approval to be deemed where the relevant company has a financial strength rating of at least 'A-' given by Standard & Poors or such other rating from a reputable rating agency which is equivalent to a rating of 'A-' given by Standard & Poors); or
- (b) provide the Lessor with evidence to the reasonable satisfaction of the Lessor that the Lessee has sufficient financial capacity and internal 'self-insurance' strategies. In determining whether the Lessee has sufficient financial capacity (for the purpose of this clause), it will be assumed that the ERIC Partners are only required to collectively contribute to such financial capacity such that the proportion that the ERIC Partners' collective contribution bears to the financial capacity of all Partners equates to no more than the aggregate Partnership Interest of all ERIC Partners,

to cover (to the extent required in accordance with Good Operating Practice):

- (c) the replacement or reinstatement of the Leased Network Assets or the Leased Land;
- (d) business interruption in connection with the Leased Network Assets;
- (e) public liability risks in connection with the Leased Assets, the Leased Land and the Network Land; and
- (f) the Lessee's liability under this Lease, including all risks of an insurable nature in respect of which the Lessee is obliged to indemnify the Lessor under this Lease, or any Permitted Sublessee is obliged to indemnify the Lessor under any Sublease Deed,

in the manner and to the extent reasonably determined by the Lessor from time to time, but subject to clause 10.5. The Lessor has determined that the requirements of this clause 10.1 are satisfied, as at the Commencement Date:

- (g) by the Lessee having in place the insurance policies in place as a result of steps taken in connection with the Sale and Purchase Agreement and/ or by virtue of a vesting order dated on or about the Commencement Date made under the Act; and/ or
- (h) by the Lessee having in place insurance policies that satisfy the requirements set out in a notice dated on or about the Commencement Date and given by the Lessor to the Lessee, and that are with insurers who have been approved (or are deemed to have been approved) by the Lessor.

The Lessee will not be in breach of this clause 10 merely because an insurer which has been approved under this clause 10 subsequently ceases to satisfy the criteria which formed the basis

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

of its approval, provided that the Lessee uses all reasonable endeavours to replace the relevant Policy with a Policy from a reputable insurance company or companies that are approved by the Lessor in accordance with clause 10.1(a).

**10.2 Requirements for Policies taken out by the Lessee**

To the extent clause 10.1(a) applies, the Lessee must:

- (a) ensure, where legally possible, that the Lessor is named on each Policy;
- (b) ensure that each first party loss insurance Policy insures the Lessor and the Lessee for their respective rights and interests in the Leased Network Assets;
- (c) ensure, except in relation to any Policies for which the terms are prescribed by legislation, that each Policy provides that all insuring agreements and endorsements shall operate in the same manner as if there were a separate policy of insurance covering each insured party (but not so as to increase limits of indemnity);
- (d) ensure, except in relation to any Policies for which the terms are prescribed by legislation, that each Policy provides that the insurer waives all rights, remedies or relief which it might become entitled to by subrogation against any of the insured parties, and that failure by any insured party to observe and fulfil the terms of the Policy shall not prejudice the insurance in regard to any other insured;
- (e) ensure, except in relation to any Policies for which the terms are prescribed by legislation, that each Policy contains a non-imputation clause providing that any non-disclosure or misrepresentation (whether fraudulent or otherwise), any breach of a term or condition of the Policy, or any fraud or other act, omission or default by one insured party, will not affect another insured party, unless those acts or omissions were made with the connivance or actual knowledge of the other party;
- (f) ensure that the amount of any excess or deductible payable by an insured in respect of a claim under each Policy will not exceed the amount determined by two experienced insurance brokers, one of whom must be nominated by the Lessor, to be such amount as is customary for the operators of major electricity networks in Australia comparable to the Leased Network. For these purposes, and unless the Lessor otherwise determines, any excess or deductible for any Policy in place as at the Commencement Date will be deemed to be an excess or deductible that is customary for the operators of major electricity networks in Australia comparable to the Leased Network;
- (g) ensure that the insurer under each Policy waives all claims for insurance premiums, levies, stamp duties, charges or commissions against the Lessor;
- (h) ensure that all Policy conditions, alterations, exclusions and endorsements which may have a material adverse effect on the Lessor's interests in the Leased Assets or the Leased Land have been first approved by the Lessor (such approval not to be unreasonably withheld or delayed);
- (i) upon request by the Lessor (such requests not to be made more than once in any 12 month period) produce to the Lessor, on the Commencement Date and on every anniversary of that date, annual certificates of the currency of each Policy;
- (j) use its best endeavours to ensure that each Policy contains provisions, reasonably acceptable to the Lessor, which provide that a notice of claim given by the Lessor to an insurer shall be accepted by the insurer as a notice of claim given to the insurer by the Lessee; and

## Lease Annexure A Distribution Network Lease

Allens &gt; &lt; Linklaters

- (k) review each Policy from time to time, but at least every two years, to ensure reasonably adequate indemnity is maintained.

**10.3 Notification and Provision of Information**

- (a) To the extent clause 10.1(a) applies, the Lessee must promptly notify the Lessor of any occurrence or incident likely to give rise to a claim under any Policy (other than in respect of a claim by the Lessor against the Lessee) which may materially adversely affect the interests of the Lessor.
- (b) To the extent clause 10.1(b) applies, the Lessee must:
  - (i) on request from the Lessor from time to time provide the Lessor with evidence to the Lessor's reasonable satisfaction of the Lessee's current financial capacity; and
  - (ii) promptly inform the Lessor of any change in the Lessee's financial capacity which may materially adversely affect the Lessee's ability to 'self-insure' in accordance with this clause 10 in respect of the matters referred to in clause 10.1, whereupon the Lessee must (if so required by the Lessor, acting reasonably) effect external insurance as required by clause 10.1(a).

**10.4 Failure to Insure**

If the Lessee is unable or fails to procure or maintain the policies of insurance which it is required to procure or maintain under this clause 10 and is unable to satisfy the Lessor (acting reasonably) as to its financial capacity to 'self-insure', the Lessor may (without derogation from its rights under this Lease), but is not obliged to, procure in its own name such insurance policies as may in the Lessor's discretion be required to insure against the risks contemplated by this clause 10, and the Lessee must on demand reimburse the Lessor for any premiums and other reasonable costs paid by the Lessor to obtain those policies.

**10.5 Uninsurable risks**

- (a) To the extent clause 10.1(a) applies, if the Lessee becomes aware that a risk to be covered by a Policy has or will become Uninsurable, then:
  - (i) the Lessee must promptly notify the Lessor in writing providing all details available to the Lessee as to the reason the risk is Uninsurable, the steps taken by the Lessee to obtain insurance for the risk, the date on which the risk became or will become Uninsurable, and details as to what the Lessee suggests is appropriate to mitigate, manage or control the risk while it remains Uninsurable;
  - (ii) the Lessor and the Lessee must meet as soon as reasonably practicable after the notification in clause 10.5(a)(i) to discuss all practical means by which the risk will be managed;
  - (iii) the Lessee is relieved of its obligations under clause 10.1 to effect insurance for any risk that is Uninsurable for the period that the risk remains Uninsurable; and
  - (iv) where possible to do so and subject to clause 10.5(a)(iii), the Lessee must promptly obtain alternative insurance which provides similar cover in respect of its obligations under clause 10.1 that is satisfactory to the Lessor, acting reasonably.
- (b) For the purposes of clause 10.5(a), Uninsurable means, in relation to a risk, either that:
  - (i) the insurance required pursuant to clause 10.1 is not available from insurers who have been approved (or are deemed to have been approved) by the Lessor; or



Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (ii) the insurance premium for insuring that risk is at such a level that, or the terms and conditions are such that, the risk is not generally being insured against by the operators of major electricity networks in Australia comparable to the Leased Network with reputable insurers.

**10.6 Compliance and enforcement**

- (a) The Lessee must:
  - (i) comply with the terms of each Policy and not do or fail to do anything the consequence of which is to materially prejudice or render void or voidable its coverage under each Policy;
  - (ii) take all steps necessary or desirable to claim, and to collect or recover, money that is, or (with the taking of such steps) would be likely to become, due to it under or in respect of a Policy; and
  - (iii) do everything (including providing documents, evidence and information) necessary or desirable in the reasonable opinion of the Lessor to claim, and to collect or recover, money due to the Lessor under or in respect of each Policy.
- (b) The Lessor must do everything (including providing documents, evidence and information) necessary or desirable in the reasonable opinion of the Lessee to enable the Lessee to claim, and to collect or recover, money due to it under or in respect of a Policy.

**10.7 Notice of claims**

The Lessee must notify the Lessor as soon as possible of:

- (a) a cancellation of, or change in or a reduction in the coverage of, a Policy;
- (b) a Policy becoming void or voidable; or
- (c) any other material adverse circumstance relating to a Policy.

but this clause 10.7 does not require the Lessee to inform the Lessor of circumstances which may lead to an insured claim under a Policy by the Lessor against the Lessee.

**10.8 Use of insurance proceeds**

Except as otherwise agreed by the Lessor and the Lessee (including under any Tripartite Deed), the Lessee must use the proceeds of any Policy received by it in reinstatement or replacement of the Leased Network Assets or the Leased Land, discharging the relevant liability or making good the covered loss, as applicable.

**10.9 Payment of premiums**

- (a) Subject to clause 10.9(b), the Lessee must pay or cause to be paid when due all premiums, commissions, levies, stamp duties, charges and other expenses necessary for effecting and maintaining each Policy.
- (b) If the Lessee considers that the manner or extent of the Policies required to be effected in accordance with clause 10.1(a) exceeds that which a prudent lessee and a prudent lessor bound by this Lease would require by way of such insurances, then the Lessee may refer the apportionment of the costs of effecting and maintaining such insurances as between the Lessee and the Lessor to an independent expert for determination on the basis that:
  - (i) the Lessor will be liable to contribute to so much of the costs of such insurances as is attributable to the manner and extent of insurances that is in excess of that

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

which a prudent lessee and a prudent lessor bound by the terms of this Lease would require;

- (ii) the Lessor will not be liable to contribute to any premium or other cost that is attributable to the actions or inactions of the Lessee or any Permitted Sublessee; and
- (iii) the Lessor will not be liable to contribute to any premium or other cost that is taken into account by the Lessee or any Permitted Sublessee in determining charges in respect of the use of the Leased Network Assets or the Network Land.

The Lessor must promptly pay to the Lessee such portion of the costs of effecting and maintaining such insurances as the independent expert determines is payable by the Lessor as set out above.

- (c) The Lessee must not delay in obtaining the insurances pending the outcome of the independent expert's determination as referred to in clause 10.9(b).
- (d) For the purposes of this clause 10.9, and unless the Lessor otherwise determines, the Policies in place as at the Commencement Date will be deemed to be Policies that a prudent lessee and a prudent lessor bound by this Lease would require.

## 11 Risk and Indemnities

### 11.1 Risk

Except as otherwise expressly provided in this Lease, all things which the Lessee is required or permitted to do under this Lease (including using the Leased Assets, the Leased Land and the Network Land) are at its own risk and cost and the Lessee agrees to assume all such risks.

### 11.2 Indemnity and release

- (a) Despite any other provision of this Lease, at all times during the Term the Lessee is subject to the same duty of care and other responsibilities with regard to persons and property to which the Lessee would be subject if, during the Term, the Lessee were the owner of the Leased Assets and the Leased Land, and were entitled and required (to the exclusion of the Lessor) to exercise all the rights, and perform all the obligations, of the Lessor in relation to the Network Land.
- (b) The Lessee:
  - (i) releases the Lessor and the State from any Loss which the Lessee may incur or sustain by reason of:
    - (A) any act or omission of the Lessee, a Partner or the Lessee's Representatives;
    - (B) the performance of, or failure to perform, this Lease by the Lessee;
    - (C) the performance of, or failure to perform, any Sublease Deed by the Lessee or any Permitted Sublessee; or
    - (D) the use, possession or occupation of the Leased Assets, the Leased Land or the Network Land by the Lessee, a Partner, any Permitted Sublessee, 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:

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (A) the use, possession or occupation of the Leased Assets, the Leased Land or the Network Land by the Lessee, a Partner, any Permitted Sublessee, any Existing Tenant, the Partnership Representative 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 Lessee, a Partner or the Lessee's Representatives;
  - (E) any failure by the Lessee or a Partner to comply with this Lease;
  - (F) any failure by the Lessee, a Partner or any Permitted Sublessee to comply with any Sublease Deed;
  - (G) the occurrence of a Lessor Termination Event;
  - (H) any failure by the Lessee, a Partner or the Lessee'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;
  - (I) any Contamination (whether occurring before or during the Term) in connection with the Leased Assets, the Leased Land or the Network Land or the management, operation, use, repair, maintenance, alteration, modification or replacement of them; and
  - (J) 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 Lessee's indemnity under this clause 11 extends, the Lessee 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 Lessee 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 11 do not apply to the extent that the Loss is caused or contributed to by:
- (i) the Lessor's breach of this Lease or any Sublease Deed;
  - (ii) the negligent acts or omissions or wilful default of the Lessor acting in its capacity as the lessor under this Lease; or

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (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 this 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 11.
- (f) Neither the Lessor nor the State may recover from the Lessee, under an indemnity provided for in this Lease, 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 Lease.
- (g) Subject to clause 11.2(f), this indemnity does not exclude any other right of the Lessor or the State to be indemnified by the Lessee.

**11.3 Indemnity continuing**

The indemnity contained in this clause 11 is a continuing obligation separate and independent of the Lessee's other obligations.

**11.4 Insurance not to limit indemnity**

No provision of clause 10, nor the holding of any insurance policy, limits the Lessee's liability in relation to any indemnity contained in this Lease.

**11.5 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 Lease.

**12 Work Health and Safety**

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

**13 Heritage and cultural heritage**

- (a) The Lessee acknowledges and agrees that it has not entered into this Lease 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.

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (b) The Lessee must, at its cost, comply with any obligations imposed on the Lessor under the *Heritage Act 1977* (NSW), and under any similar laws whether of New South Wales or the Commonwealth, relating to the Leased Assets, the Leased Land or the Network Land and notify the Lessor as soon as possible thereafter.

**14 Native Title**

- (a) The Lessee acknowledges and agrees that it has not entered into this Lease 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.
- (b) The Lessee acknowledges that Native Title Claims do, and may in the future, cover part of the Leased Land or the Network Land.
- (c) As between the Lessor and the Lessee:
  - (i) the Lessee is responsible for dealing with any Native Title Claim in respect of any part of the Leased Land or the Network Land; and
  - (ii) the Lessee is responsible for the payment of any compensation or other money required to be paid to the Native Title holders of any part of the Leased Land or the Network Land.
- (d) In dealing with any Native Title Claim for which the Lessee is responsible, or with any Native Title holder, claimants or representative Aboriginal body (a **Claimant Party**) (where a claim has not yet been made) in respect of any part of the Leased Land or the Network Land:
  - (i) the Lessee must not:
    - (A) enter into any arrangement with;
    - (B) commit to payment of any compensation or other sum or settlement to; or
    - (C) consent to any order including in respect of compensation to, a Claimant Party (a **Claimant Arrangement**) without first:
      - (D) providing a notice containing sufficient details of that Claimant Arrangement including any proposed agreement between the Lessee, and/or any Permitted Sublessee (on the one hand) and the Claimant Party (on the other hand) to the Lessor so as to allow the Lessor to make an election under clause 14(d)(ii); and
      - (E) complying with clause 14(d)(ii); and
  - (ii) within 20 Business Days of receipt of a notice under clause 14(d)(i), the Lessor shall by notice to the Lessee:
    - (A) request further information, in which case the time period under this clause 14(d)(ii) will recommence on the provision by the Lessee of that further information;
    - (B) require the Lessee to consult with it and agree:
      - (1) whether or not the Lessee or any Permitted Sublessee shall seek to become or remain a respondent party to any such Native Title Claim; and

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (2) all responses to any such Native Title Claim including management of any negotiation, mediation, settlement or other procedures provided for under the *Native Title Act 1993* (Cth);
- (C) notify the Lessee that it will not be entitled to enter into or otherwise give effect to a Claimant Arrangement without the prior consent of the Lessor, which shall not be unreasonably withheld or delayed. Such notice from the Lessor does not prevent the Lessee from submitting a new Claimant Arrangement to the Lessor under clause 14(d)(i) relating to the same Claimant Party or re-submitting the same Claimant Arrangement under clause 14(d)(i) but with new or additional details; and/or
- (D) notify the Lessee that it may enter into or otherwise give effect to the Claimant Arrangement under clause 14(d)(i).

For the avoidance of doubt, if the Lessor does not give notice under clause 14(d)(ii) within the period prescribed by that clause, it will be deemed to have made an election under clause 14(d)(ii)(C).

- (e) The Lessor acknowledges that there may be circumstances where it may not be practicable for the Lessee to await the response from the Lessor in accordance with clause 14(d)(ii) due to court orders or court timetabling requirements. In those circumstances the Lessor will use reasonable endeavours to give notice under clause 14(d)(ii) as soon as reasonably practicable. The parties may develop a claim management protocol to address matters where it may not be practicable for the Lessee to await the response from the Lessor in accordance with clause 14(d)(ii).
- (f) Neither the Lessor nor the State will be liable to the Lessee for any Loss which the Lessee incurs or sustains by reason of a Native Title Claim with respect to any part of the Leased Land or the Network Land.
- (g) Notwithstanding that there is a Native Title Claim with respect to any part of the Leased Land or the Network Land, the Lessee must:
  - (i) continue to perform its obligations under this Lease, except to the extent otherwise:
    - (A) directed by the Lessor (acting reasonably);
    - (B) ordered by a court or tribunal; or
    - (C) required by Law; and
  - (ii) at the request of the Lessor, provide all reasonable assistance in connection with the Lessor's involvement (if any) with such Native Title Claim (including giving the Lessor, and any other persons authorised by the Lessor, access to such part of the Leased Land or the Network Land as is the subject of the Native Title Claim, when reasonably required by the Lessor).
- (h) For the purposes of clause 14(g)(i)(A), the Lessor may, if doing so is required under Law in connection with the Native Title Claim, by notice direct the Lessee to suspend the Lessee's activities (or require the Lessee to procure that any Permitted Sublessee suspends the Permitted Sublessee's activities) in so far as they relate to the part of the Leased Land or the Network Land the subject of the Native Title Claim until such time as the Lessor gives the Lessee further notice or the Lessor is no longer required under Law to suspend those activities.
- (i) If a direction, order or requirement as referred to in clause 14(g)(i) obliges the Lessee to suspend or cease undertaking all or some of the Lessee's obligations under this Lease,

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

then the Lessee must comply with (and procure that any Permitted Sublessee complies with) such direction, order or requirement.

- (j) If there is a Native Title Claim with respect to any part of the Leased Land or the Network Land, the Lessee may request the assistance of the Lessor, and the Lessor must (at the cost of the Lessee) provide all reasonable assistance in connection with the Lessee's or any Permitted Sublessee's involvement with such Native Title Claim (including giving the Lessee reasonable access to information held by the Lessor).

**15 Aboriginal Land Claims**

- (a) The Lessee acknowledges and agrees that it has not entered into this Lease 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.
- (b) The Lessee acknowledges that registered Aboriginal Land Claims may cover part of the Leased Land or the Network Land.
- (c) Neither the Lessor nor the State will be liable to the Lessee for any Loss which the Lessee incurs or sustains by reason of an Aboriginal Land Claim with respect to any part of the Leased Land or the Network Land.

**16 Termination by Lessor**

**16.1 Lessor Termination Event**

Each of the following is a Lessor Termination Event:

- (a) **(Non-payment of moneys)** The aggregate of all amounts that are:
  - (i) due and payable to the Lessor or the State by the Lessee or any Permitted Sublessee under this Lease or any Sublease Deed; and
  - (ii) not the subject of a bona fide dispute,  
exceeds the CPI-Adjusted Amount of \$5,000,000 and such amounts have not been paid to the Lessor or another person nominated by the Lessor within a period of 40 Business Days following delivery to the Lessee of a demand from the Lessor requiring that the Lessee or Permitted Sublessee (as the case may be) pay those amounts.
- (b) **(Insolvency Event)** An Insolvency Event in respect of the Lessee occurs and has not been cured within 20 Business Days.
- (c) **(Unauthorised dealing by Lessee)** Except as expressly permitted under this Lease, a Tripartite Deed or a Sublease Deed, the Lessee:
  - (i) assigns, transfers or otherwise disposes of any of its rights, interests or obligations in or under:
    - (A) this Lease; or
    - (B) the Sublease Deed,  
and the breach is not remedied within 40 Business Days after the Lessor has given the Lessee notice of that breach;
  - (ii) subleases, or grants 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, and the breach is not remedied

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- within 40 Business Days after the Lessor has given the Lessee notice of that breach;
- (iii) creates or allows to subsist a Security Interest (other than a Permitted Security Interest) over its rights under this Lease or the Sublease Deed or its interest in all or any part of the Leased Assets or the Leased Land, and the breach is not remedied within 40 Business Days after the Lessor has given the Lessee notice of that breach; or
- (iv) consents to any person to whom the Lessee has granted a sublease under clause 23.3 in respect of the Lessee's interest in any part of the Leased Assets or the Leased Land:
- (A) assigning or transferring any of that person's rights or obligations under that sublease;
- (B) subleasing, or granting a licence (other than a licence already granted by the Lessor and in existence as at the Commencement Date) in respect of, that person's interest in any part of the Leased Assets or the Leased Land; or
- (C) creating or allowing to subsist a Security Interest (other than a Permitted Security Interest) over any of that person's rights under the sublease, or over any of that person's right, title or interest in any part of the Leased Assets or the Leased Land,
- and:
- (D) that consent is given in breach of this Lease, a Tripartite Deed or a Sublease Deed;
- (E) the action in respect of which the consent is given is undertaken; and
- (F) the action is not reversed within 40 Business Days after the Lessor has given the Lessee notice to procure its reversal.
- (d) **(Unauthorised dealing by Permitted Sublessee)** Except as expressly permitted under a sublease under clause 23.3(a), a Tripartite Deed or a Sublease Deed, a Permitted Sublessee:
- (i) assigns, transfers or otherwise disposes of its interest in the sublease or the Sublease Deed;
- (ii) subleases, or grants 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; or
- (iii) creates or allows to subsist a Security Interest (other than a Permitted Security Interest) over any of its rights under the sublease or the Sublease Deed,
- and the breach is not remedied within 40 Business Days after the Lessor has given the Lessee notice of that breach.
- (e) **(Revocation of Major Authorisation)** Each of the following has occurred:
- (i) a Major Authorisation of the Lessee or any Permitted Sublessee has been suspended or cancelled;
- (ii) that Major Authorisation has not been re-instated or a new one has not been issued or granted to the Lessee or the Permitted Sublessee within 40 Business Days after the suspension or cancellation; and



Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (iii) all rights of review and appeal relating to the suspension, cancellation, issue or grant of the Major Authorisation (as the case may be) have been exhausted or have expired.
- (f) **(Use of Leased Network Assets)** Without the prior consent of the Lessor, not to be unreasonably withheld, or otherwise than as a result of a Force Majeure Event, all or substantially all of the Leased Network Assets cease to be used by the Lessee or any Permitted Sublessee for the purpose of managing and operating an electricity network for a continuous period of 2 months after the Lessor has notified the Lessee that it requires the Lessee to bring that cessation of use to an end.
- (g) **(Use, Operation, Repair and Maintenance)** Each of the following has occurred:
  - (i) the Lessee has committed a material breach of any of its obligations under clauses 7.1 or 7.2;
  - (ii) the Lessor has notified the Lessee that the breach referred to in paragraph (i) has occurred; and
  - (iii) the Lessee has not remedied or rectified the consequences of the breach (including by way of the payment or expenditure of all reasonable sums of money) within the later of:
    - (A) 6 months following the giving of the notice under paragraph (ii); or
    - (B) if the Lessee provides notice to the Lessor within 28 days of the giving of the notice under paragraph (ii) that a period in excess of 6 months will be required in order to remedy or rectify the consequences of the breach, such longer period as is detailed in a plan for rectification or remedy of the breach, provided by the Lessee to the Lessor within 3 months of the giving of the notice under paragraph (ii), which nominates a period not in excess of 12 months from the giving of the notice under paragraph (ii).
- (h) **(Premium or Option Fee)** At any stage in any legal proceedings it is determined that:
  - (i) clause 2.1(b) or (c) or clause 17.2(c) or (d) does not have effect according to its terms, in whole or in part;
  - (ii) clause 2.1(b) or (c) or clause 17.2(c) or (d) is in whole or part void, voidable, unenforceable, invalid or otherwise ineffective;
  - (iii) the Premium or any Option Fee, or its payment, is in whole or part void, voidable, unenforceable, invalid or capable of being disclaimed or otherwise set aside; or
  - (iv) the Lessor or the State is liable to repay or refund the Premium or any Option Fee or any part of them or to pay any amount, including damages or compensation, in respect of the Premium, any Option Fee or any part of them.
- (i) **(Change of Control of Lessee)** Except as permitted under clause 23.4 the Lessee undergoes a Change of Control, and the breach is not remedied within:
  - (i) 40 Business Days, if the circumstances in paragraph (ii) do not apply, or cease to apply; or
  - (ii) 100 Business Days, in circumstances where the Change in Control is of an individual Partner and the other Partners are actively seeking and using reasonable endeavours to remedy the breach,
 after the Lessor has given the Lessee notice of that breach.

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (j) **(Change of Control of Permitted Sublessee)** A Permitted Sublessee undergoes a Change of Control in breach of any Sublease Deed, and the breach is not remedied within:
  - (i) 40 Business Days, if the circumstances in paragraph (ii) do not apply, or cease to apply; or
  - (ii) 100 Business Days, in circumstances where the Permitted Sublessee is in the form of a partnership and the Change in Control is of an individual partner in that partnership and the other partners are actively seeking and using reasonable endeavours to remedy the breach,
 after the Lessor has given the Lessee notice of that breach.
- (k) **(Breach of Head Lease etc)** Each of the following has occurred:
  - (i) there has been a breach of the terms of a Head Lease, Private Easement, Easement in Gross or Contractual Licence caused by an act or omission of the Lessee, a Permitted Sublessee or any of their agents or contractors, or the Lessee has breached clause 2.9(a) or (c);
  - (ii) as a consequence of that breach the Lessor has lost or been deprived of its property, title or rights in any Leased Network Assets or that any Leased Network Assets are required to be removed from the land on, above or under which they are located;
  - (iii) as a consequence of the matters referred to in clause 16.1(k)(ii), there is a significant disruption or material risk of significant disruption to the operation of the Leased Network such that the supply of electricity within a local government area is or is likely to be materially diminished;
  - (iv) the Lessor has notified the Lessee that the breach referred to in paragraph (i) has occurred; and
  - (v) within 40 Business Days following the giving of the notice under paragraph (iv), the Lessee has not rectified the consequences of the breach in such a way as to enable the Leased Network to be operated in a manner, and at a level of security and reliability, comparable to that in which it was operated immediately prior to the breach.
- (l) **(Operator)** Each of the following has occurred:
  - (i) the Lessee has committed a breach of clause 2.13;
  - (ii) the Lessor has notified the Lessee that the breach referred to in paragraph (i) has occurred; and
  - (iii) the Lessee has not remedied the breach within 40 Business Days following the giving of the notice under paragraph (ii).
- (m) **(Unauthorised telecommunications services)** Each of the following has occurred:
  - (i) the Lessee has committed a breach of any of its obligations under clause 2.15(a) or 2.15(e) and that breach could reasonably be expected to result in a prosecution of the Lessor for a criminal offence;
  - (ii) the Lessor has notified the Lessee that the breach referred to in paragraph (i) has occurred; and
  - (iii) the Lessee has not remedied the breach as soon as possible and in any event within 10 days following the giving of the notice referred to in paragraph (ii).

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

It is acknowledged that, where the breach referred to in paragraph (i) is the result of the provision of telecommunications services, then one way of remedying that breach would be for the Lessee to procure the cessation of provision of those telecommunications services.

(n) **(Breach of Sublease Deed)** Any of the following has occurred:

- (i) a breach of clause 2(a) of the Sublease Deed;
- (ii) a breach of clause 4.2(a) of the Sublease Deed; or
- (iii) a breach of clause 4.3(a) or (e) of the Sublease Deed and that breach could reasonably be expected to result in a prosecution of the Lessor for a criminal offence,

and:

- (iv) the Lessor has notified the Lessee of the occurrence of the breach; and
- (v) the breach is not remedied:
  - (A) in the case of paragraphs (i) and (ii), within 40 Business Days; and
  - (B) in the case of paragraph (iii), as soon as possible and in any event within 10 days,

following the giving of the notice under paragraph (iv).

It is acknowledged that, where the breach referred to in paragraph (iii) is the result of the provision of telecommunications services, then one way of remedying that breach would be for the Lessee to procure the cessation of provision of those telecommunications services.

**16.2 Termination by the Lessor**

- (a) The Lessor is entitled to terminate this Lease while a Lessor Termination Event subsists.
- (b) A termination under clause 16.2(a):
  - (i) must be effected by the Lessor giving a termination notice to the Lessee which details the circumstances constituting the Lessor Termination Event; and
  - (ii) will be effective on the date specified in that notice, being a date that is no earlier than the date on which the notice is given to the Lessee.
- (c) If the Lessor terminates this Lease under clause 16.2(a), no amount will be payable by the Lessor to the Lessee.

**16.3 Notification**

The Lessee must promptly notify the Lessor upon becoming aware of the occurrence of any:

- (a) Lessor Termination Event; or
- (b) any event or circumstance which would give rise to a Lessor Termination Event if:
  - (i) in the case of Lessor Termination Events of the kind referred to in clause 16.1(c), (d), (f), (g) or (i) – (n) (inclusive), the Lessor were to give the notice referred to in that clause; and
  - (ii) the event or circumstance were to subsist for the applicable time period referred to in the Lessor Termination Event.

**16.4 No other termination**

- (a) Except as provided in accordance with this clause 16:

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (i) neither the Lessor nor the Lessee may terminate or rescind or has any right to terminate or rescind or obtain any order with the effect of terminating or rescinding this Lease; and
  - (ii) this Lease will not terminate, be frustrated (whether at common law or by statute), be repudiated or be taken to have been repudiated for any reason.
- (b) Except as provided in clauses 9.6 and 21, the Lessee may not surrender any part of its interest in this Lease.

**16.5 Forfeiture**

The Lessee agrees that it will not make any application to a court for relief against forfeiture upon the termination of this Lease and agrees that this clause 16.5 may be pleaded as a bar to any court proceedings instituted by the Lessee.

**16.6 Application despite Laws**

This clause 16 applies despite any Law to the contrary.

**17 Lessor's election to renew**

**17.1 Election**

Not later than 10 years, and not earlier than 15 years, prior to the end of the Term, the Lessor must give the Lessee notice of its election to either:

- (a) extend the Term by a further 99 years from the end of the then current Term on the same terms as this Lease or on such other terms agreed by the Lessor and the Lessee, in which case the Term will be extended by that further period; or
- (b) allow this Lease to expire, in which case the provisions of clauses 7.8, 18, 19 and 20 will apply.

This election may only be exercised once in respect of the current Term and once in respect of each successive extension of the then-current Term.

**17.2 Option Fee**

- (a) If the Lessor gives a notice to the Lessee under clause 17.1 in which it elects to extend the Term under clause 17.1(a), then the Lessee must pay to the Lessor (or as the Lessor otherwise directs), not later than 60 Business Days before the end of the then current Term, the Option Fee for the extension of the Term as calculated in accordance with clause 17.2(b), and such Option Fee will belong absolutely to the Lessor (or the Lessor's nominee to whom the Lessor has directed the payment be made).
- (b) The Option Fee for the extension of the Term referred to in clause 17.2(a) is calculated as the amount (if any) by which:
  - (i) 95 percent of the fair market value of the Leased Assets and the Leased Land as at the date that is two years prior to the end of the then current Term (the **valuation date**),  
exceeds:
    - (ii) the sum of:
      - (A) the value at which each asset that comprises the Leased Assets or the Leased Land is included in the Regulatory Asset Base for the distribution and transmission systems of which the Leased Network forms a part as at the valuation date; and

## Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (B) if the value of any asset forming part of the Leased Assets or the Leased Land is not included to any extent in the Regulatory Asset Base for the distribution and transmission systems of which the Leased Network forms a part as at the valuation date, the Tax Written Down Value of that asset as at that date,

that amount being as agreed between the Lessor and the Lessee or, failing such agreement, by the day which is 18 months before the end of the then current Term, that amount as determined by an independent expert.

- (c) Neither the Lessor nor the State has any liability in any circumstances (including the early termination or expiry of this Lease) to repay or refund the Option Fee for an extension of the Term or any part of that Option Fee.
- (d) Neither the Lessor nor the State has any liability to pay the Lessee or its financiers any amount, including damages or compensation, in connection with the retention of any Option Fee as referred to in clause 17.2(a) or (c).
- (e) Clauses 17.2(c) and (d) apply despite any Law to the contrary.
- (f) If the Term is extended in accordance with clause 17.1(a) then the Lessee must register a variation of this Lease at LPI which records that extension of the Term.

### 17.3 Where election to extend does not apply

If:

- (a) the Lessor has given a notice to the Lessee under clause 17.1 in which it elects to extend the Term under clause 17.1(a); and
- (b) prior to the commencement of that extension, this Lease is terminated,
- clause 17.1 will have no effect.

## 18 Return on Expiry or Termination

### 18.1 Return condition

Subject to clause 20, on and with effect from the Lease End Date, the Lessee must:

- (a) return and surrender the Leased Assets to the Lessor or its nominee in the condition in which they are required to be managed, operated, repaired, maintained and kept under clause 7 (other than clause 7.2(a));
- (b) vacate (or procure the vacation of) and give vacant possession of the Leased Land to the Lessor or its nominee in the condition in which it is required to be managed, maintained and kept under clause 7 (other than clause 7.2(a));
- (c) give to the Lessor or its nominee all keys, codes and security devices which the Lessee or any Permitted Sublessee holds in relation to the Leased Land;
- (d) deliver to the Lessor or its nominee up to date, complete and accurate copies of all records, reports, plans, specifications, line diagrams, handbooks, manuals and instructions, layout lines, evaluations, information processes and certificates of title that are required to be prepared, kept and maintained under clause 8.1, together with any system required to interpret them;
- (e) assign or transfer (or procure the assignment or transfer) to the Lessor or its nominee any agreements for the provision and installation of a service line, which gives rise to a statutory easement contemplated by section 36(7) of the *Community Land Development*

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

Act 1989 (NSW), where that statutory easement supports the location of the Leased Network;

- (f) assign (or procure the assignment) to the Lessor or its nominee all rights to all services and facilities and intellectual property, and under all agreements and other instruments, that are necessary for the ongoing management, operation and use of:
  - (i) the Leased Network as a fully functioning electricity network and public lighting system; and
  - (ii) the Leased Land,except for such rights as:
  - (iii) are readily commercially available on reasonable terms; or
  - (iv) are not capable of being assigned, in which case the Lessee must do all things lawful and reasonably necessary to enable the Lessor or its nominee to enjoy the benefit of those rights;
- (g) procure the release and discharge of all Security Interests over all or any of the right, title and interest of the Lessee or any Permitted Sublessee in any part of the Leased Assets, the Leased Land or the Network Land;
- (h) provide the Lessor or its nominee with an indemnity and security reasonably acceptable to the Lessor in respect of any material litigation or similar proceedings pending with respect to all or part of the Leased Assets, the Leased Land or the Network Land, except in respect of litigation or proceedings caused by or otherwise primarily as a result of:
  - (i) the Lessor's breach of this Lease or any Sublease Deed;
  - (ii) the negligent acts or omissions or wilful default of the Lessor acting in its capacity as the Lessor under this 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 this Lease;
- (i) use its best endeavours to procure the transfer to the Lessor or its nominee of such Authorisations relating to the operation of the Leased Assets or the use of the Leased Land or the Network Land as are capable of being transferred and, in respect of the Leased Land or those which are not capable of being transferred, do all things reasonably necessary to assist the Lessor or its nominee to obtain such Authorisations;
- (j) in so far as any confidential or proprietary data, intellectual property, information or technology of the Lessee or any other person has become effectively integrated into:
  - (i) the electricity network of which the Leased Network forms a part;
  - (ii) any Leased Network Assets that are not part of the Leased Network; or
  - (iii) any of the records, documents, instruments or systems used for the management or operation of such electricity network or such Leased Network Assets,

(**confidential information**), enter into, or use its best endeavours to cause the relevant owner of such confidential information to enter into, such arrangements as are reasonably requested by the Lessor to permit the Lessor or its nominee to use and enjoy the benefits of such confidential information without being obliged to make any royalty or similar payment; and
- (k) pay all the reasonable costs and expenses of the Lessor or its nominee in relation to the return of the Leased Assets and the Leased Land to the Lessor or its nominee.

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

**18.2 Failure to return assets in required condition**

If the Lessee does not comply with any of its obligations under clause 18.1 the Lessor may take any action it considers necessary to ensure that the Lessee's obligations are fulfilled. All reasonable costs and expenses of anything done pursuant to this clause 18.2 must be paid by the Lessee on demand by the Lessor.

**18.3 Actions during the Term**

- (a) Subject to clause 18.3(b), during the period from the Commencement Date to the Lease End Date the Lessee must use its best endeavours to enter into (or procure the entry into of) agreements and arrangements on terms and conditions that will permit the Lessee to comply with the terms of clauses 18.1 and 19.
- (b) The Lessee will not be required to comply with the terms of clauses 18.1 and 19 to the extent that those clauses would otherwise apply to contracts of employment.

**18.4 Third Party Telecommunications Network**

- (a) To the extent that, as at the Lease End Date, the Lessee or any Permitted Sublessee:
  - (i) operates a Third Party Telecommunications Network that can only be operated if it is connected to the Leased Network Assets; or
  - (ii) uses the Leased Network Assets to carry communications that are not required for the operation of the Leased Network as a fully functioning electricity network,then the Lessor must negotiate in good faith with the Lessee in an attempt to agree commercial arrangements that permit the continued connection of the Third Party Telecommunications Network to the Leased Network Assets or the continued use of the Leased Network Assets as referred to in clause 18.4(a)(i) or 18.4(a)(ii) (as the case may be).
- (b) The value of the assets comprising the Third Party Telecommunications Network, and the value of the Leased Network Assets attributable to the use referred to in clause 18.4(a)(ii), will not be included in the calculation of any Option Fee for an extension of the Term or any payment referred to in clause 19(d) or 20.2.

**19 Acquisition and Transfer of Additional Network Assets and Additional Network Land**

- (a) Not later than 6 months prior to the end of the Term, or if a Lessor Termination Event is subsisting or (in the opinion of the Lessor) is reasonably likely to occur, then as soon as reasonably practicable after being required to do so by the Lessor, the Lessee must provide to the Lessor a register of all Additional Network Assets and Additional Network Land.
- (b) At the same time as the Lessee is required to return and surrender the Leased Assets to the Lessor or its nominee under clause 18.1, the Lessee must transfer, or procure the transfer of, to the Lessor or its nominee all Additional Network Assets and Additional Network Land as are nominated by the Lessor. Any dispute as to whether any asset, land or right is or is part of the Additional Network Assets or Additional Network Land may be referred by the Lessor or the Lessee to an independent expert for determination.
- (c) The Lessee must use its best endeavours to procure the transfer to the Lessor or its nominee of such Authorisations relating to the nominated Additional Network Assets or Additional Network Land as are capable of being transferred and, in respect of those

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

which are not capable of being transferred, do all things reasonably necessary to assist the Lessor or its nominee to obtain such Authorisations.

- (d) In consideration for the transfer to the Lessor or its nominee of the nominated Additional Network Assets and Additional Network Land, and except as otherwise provided in this Lease, the Lessor must pay to the Lessee, on the date of such transfer:
- (i) if the value of the asset is included (whether in whole or in part) in the Regulatory Asset Base for the distribution and transmission systems of which the Leased Network forms a part as at the preceding 31 December – the lesser of:
    - (A) the value at which that asset is included in the Regulatory Asset Base as at that 31 December; and
    - (B) the fair market value of that asset as at that 31 December; or
  - (ii) if the value of the asset is not included to any extent in the Regulatory Asset Base for the distribution and transmission systems of which the Leased Network forms a part as at the preceding 31 December – the lesser of:
    - (A) the Tax Written Down Value of that asset as at that 31 December; and
    - (B) the fair market value of that asset as at that 31 December,

as agreed between the Lessor and the Lessee or, failing agreement, as determined by an independent expert. This clause 19(d) only applies where this Lease expires by the effluxion of time.

- (e) Upon receipt of the amount payable by the Lessor under clause 19(d) or the termination of this Lease prior to the expiry of the Term (as the case may be), the Lessee must contemporaneously procure the release and discharge of all Security Interests over all or any of the transferor's right, title and interest in the nominated Additional Network Assets and Additional Network Land.
- (f) Subject to clause 19(d), the Lessee must pay all the reasonable costs and expenses of the Lessor or its nominee in relation to the transfer of the nominated Additional Network Assets and Additional Network Land to the Lessor or its nominee.

## **20 Dealings with Leased Assets and Leased Land on Expiry**

### **20.1 Removal of parts of the Leased Assets and Leased Land on Expiry**

Subject to clause 20.2, upon expiry of the Term and with the prior consent of the Lessor (given or withheld in the Lessor's absolute discretion), the Lessee may remove such parts of the Leased Assets and the Leased Land as the Lessor and the Lessee agree. At the time of the removal of those parts, title to the assets comprising those parts is hereby transferred to the Lessee and the Lessee may deal with those assets as it thinks fit. For these purposes, the Lessor must procure the release and discharge of all Security Interests over all or any of its right, title and interest in any part of those assets (other than Permitted Liens).

### **20.2 Compensation**

The Lessor must pay to the Lessee or its nominee, not later than 60 Business Days after the expiry of the Term, an amount equal to:

- (a) where the value of such parts of the Leased Assets and the Leased Land as are not removed or agreed to be removed in accordance with clause 20.1 is included (whether in whole or in part) in the Regulatory Asset Base for the distribution and transmission systems of which the Leased Network forms a part as at the preceding 31 December – the lesser of:



## Lease Annexure A Distribution Network Lease

## Allens > < Linklaters

- (i) the value at which those parts are included in the Regulatory Asset Base as at that 31 December; and
- (ii) the fair market value of those parts as at that 31 December; or
- (b) where the value of such parts of the Leased Assets and the Leased Land as are not removed or agreed to be removed in accordance with clause 20.1 is not included to any extent in the Regulatory Asset Base for the distribution and transmission systems of which the Leased Network forms a part as at the preceding 31 December – the lesser of:
  - (i) the Tax Written Down Value of those parts as at that 31 December; and
  - (ii) the fair market value of those parts as at that 31 December,
 as agreed between the Lessor and the Lessee or, failing agreement, as determined by an independent expert.

### 20.3 Exclusion of land value

For the purposes of clause 20.2, no value is to be attributed to such of the Leased Land as was Leased Land as at the Commencement Date.

### 20.4 Lessor Termination Event

For the avoidance of doubt, this clause 20 only applies where this Lease expires by the effluxion of time.

## 21 Surrender

### 21.1 Surrender Notice

- (a) The Lessee may from time to time give notice to the Lessor of the partial surrender of this Lease, so far as it relates to a part of the Leased Land, on a date (the **Surrender Date**) specified in the notice (the **Surrender Notice**). The Surrender Notice must specify the part of the Leased Land that is to be surrendered (the specified land being the **Surrendered Area**), and the Surrender Date must not be less than three months after the Surrender Notice is given to the Lessor.
- (b) The Lessee may only exercise its right referred to in clause 21.1(a) in relation to any part of the Leased Land where:
  - (i) the Lessee has certified in writing to the Lessor that the relevant part of the Leased Land is not, and for the foreseeable future is not reasonably likely to be, required in connection with the operation of any Leased Network Assets; and
  - (ii) either:
    - (A) the Lessor has given a notice to the Lessee that the Lessor is of the opinion that the relevant part of the Leased Land is not, and for the foreseeable future is not reasonably likely to be, required in connection with the operation of any Leased Network Assets (such notice being required to be given unless the Lessor, acting reasonably, holds a different opinion); or
    - (B) the Lessor has not, within three months after receiving the certification from the Lessee referred to in paragraph (i), given a notice to the Lessee that the Lessor is of the opinion that the relevant part of the Leased Land is, or for the foreseeable future is reasonably likely to be, required in connection with the operation of any Leased Network Assets (such notice only to be given if the Lessor, acting reasonably, holds that opinion).

## **21.2 Surrendered Area**

A surrender will only take effect in relation to a Surrendered Area if, as at the Surrender Date:

- (a) no Leased Network Assets are located on the Surrendered Area; and
- (b) the Lessee has complied with its obligations under clause 18.1 in so far as those obligations relate to the relevant part of the Leased Land as if:
  - (i) references to the Leased Land (including as part of the Network Land) were references to the Surrendered Area; and
  - (ii) references to the Lease End Date were references to the Surrender Date.

## **21.3 Effect of surrender**

Where a surrender takes effect under this clause 21, the Lessee must surrender, or procure the surrender of, the Surrendered Area to the Lessor on and from the Surrender Date, so that the residue of the term of this Lease with respect to the Surrendered Area will merge in the reversion and be extinguished.

## **21.4 Lessee's obligations**

The Lessee must:

- (a) consult with the Lessor in relation to any proposed surrender under this clause 21, including the proposed timeframes for the surrender to take effect;
- (b) obtain, or procure the obtaining of, all Authorisations, approvals and consents required by Law or any agreement in connection with:
  - (i) the surrender, including in relation to the registration of the surrender with LPI; and
  - (ii) any subdivision necessary to effect the surrender;
- (c) prepare at its cost all documents to effect and register the surrender and any subdivision necessary to effect and register the surrender, and pay all of the costs incurred by the Lessor (including reasonable internal costs such as of time spent) in connection with reviewing and signing those documents, including costs incurred in connection with the preparation, execution and registration of the surrender and any associated survey plans and subdivision plans; and
- (d) perform all obligations imposed on the Lessee under this Lease with respect to the Surrendered Area, up to and including the Surrender Date.

## **21.5 Lessor's obligations**

Subject to the Lessee complying with its obligations under this clause 21, the Lessor must sign all documents that are reasonably required to effect the surrender contemplated by this clause 21 and provide all reasonable assistance required by the Lessee to effect the surrender.

## **21.6 Disposal of Surrendered Area**

- (a) If:
  - (i) any Leased Land is surrendered in accordance with this clause 21;
  - (ii) the Lessee has performed, in all material respects, all of its obligations under this clause 21 in connection with the surrender; and
  - (iii) there is no Law or agreement which precludes the Lessor performing its obligations under this clause 21.6,

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

then the Lessor must, at the request of the Lessee, dispose of the relevant land on such terms as the Lessee directs provided that:

- (iv) the Lessee must pay all of the costs that the Lessor incurs in connection with such disposal (or any attempted disposal), including reasonable internal costs such as of time spent; and
- (v) the Lessee must fully indemnify and keep indemnified the Lessor in respect of all liabilities and obligations that the Lessor may incur in connection with such disposal (or any attempted disposal).

For the avoidance of doubt, such a disposal may be to the Lessee, any Permitted Sublessee, an Associate of the Lessee or any Permitted Sublessee, or any other person.

- (b) Subject to the Lessee complying with its obligations under clause 21.6(a), the Lessor must pay to the Lessee (or as the Lessee directs) the amount of the after-tax proceeds the Lessor receives from the disposal of the relevant land within 20 Business Days of the Lessor actually receiving the proceeds from that disposal.

**21.7 Variation**

Despite any surrender of this Lease under this clause 21, the Lessor and the Lessee agree that:

- (a) the provisions of this Lease remain in full force with respect to those parts of the Leased Land which do not comprise the Surrendered Area;
- (b) no compensation (including by way of reimbursement for the value of improvements or other assets) is payable to the Lessee for the surrender of any Surrendered Area; and
- (c) subject to its obligation under clause 21.6, the Lessor is absolutely released from all obligations under this Lease which relate to the Surrendered Area from the Surrender Date.

**21.8 External adviser and Governmental Agencies**

The Lessee acknowledges that the Lessor may engage an external adviser or Governmental Agency to assist it in relation to matters referred to in this clause 21 and agrees that the costs charged by that external adviser or Governmental Agency to the Lessor for those purposes must be paid by the Lessee.

**22 Force Majeure**

**22.1 Force Majeure Event**

A Force Majeure Event is a circumstance or event that is beyond the reasonable control of the Lessor or Lessee, being the party claiming relief under this clause 22 (the **Affected Party**), including:

- (a) an act of God, lightning, storm, explosion, flood, landslide, bush fire or earthquake;
- (b) strikes or other industrial action, other than strikes or other industrial action primarily involving only:
  - (i) employees of the Lessee, any Permitted Sublessee or a Partnership Group Entity; or
  - (ii) persons otherwise engaged in the business of the Lessee or Permitted Sublessee,
- (c) an act of public enemy, war (declared or undeclared), terrorism, sabotage, blockade, revolution, riot, insurrection, civil commotion or epidemic; and

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (d) embargo, power shortage or water shortage,
- the consequences of which could not have been prevented, overcome or remedied by the exercise by the Affected Party of a standard of care and diligence consistent with that of a prudent and competent person under the circumstances (including by the expenditure of reasonable sums of money and the application of technology that would reasonably be known to such a prudent and competent person). The Lessee and the Lessor acknowledge and agree that, in relation to a Force Majeure Event, the obligation to expend reasonable sums of money shall not require settlement of strikes or other industrial action by yielding to unreasonable demands.

**22.2 Claims for relief**

- (a) If the Lessee is prevented in whole or in part from carrying out its obligations under this Lease as a result of a Force Majeure Event or its effects, it must as soon as practicable notify the Lessor accordingly.
- (b) If the Lessor is prevented in whole or in part from carrying out its obligations under this Lease as a result of a Force Majeure Event or its effects, it must as soon as practicable notify the Lessee accordingly.
- (c) A notice under this clause 22.2 must:
- (i) specify the relevant obligations and the extent to which the Affected Party cannot perform those obligations;
  - (ii) fully describe the Force Majeure Event and its effects;
  - (iii) estimate the time during which the Force Majeure Event and its effects will continue; and
  - (iv) specify the measures proposed to be adopted to remedy or minimise the effects of the Force Majeure Event.

**22.3 Suspension of obligations**

Following the giving of a notice of a Force Majeure Event under clause 22.2, and while the effects of Force Majeure Event continue, the obligations which cannot be performed because of the Force Majeure Event or its effects will be suspended other than any obligation to pay money, but only if the Affected Party has complied with its obligations under clauses 22.2 and 22.4.

**22.4 Mitigation**

The Affected Party must use all reasonable endeavours to remedy or minimise the effects of the Force Majeure Event to the extent reasonably practicable.

**22.5 Permitted Sublessee**

An act or omission of a Permitted Sublessee will not be a Force Majeure Event in relation to the Lessee.

**22.6 Effect on Term**

The Term will not be extended by the period of a Force Majeure Event or its effects.

**23 Security Interests, Assignments and Subletting**

**23.1 Security Interests**

- (a) Subject to clauses 23.1(b) and (c), the Lessee must not, without the prior consent of the Lessor, such consent not to be unreasonably withheld or delayed, create or allow to subsist a Security Interest (other than a Permitted Lien) over any of its rights under this

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

Lease 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 23.1(a), the Lessee will not be in breach of this clause 23.1 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 Lessee may grant a Security Interest over all (but not part only) of its rights under this Lease if:
  - (i) the enforcement of the Security Interest is subject to compliance with the restrictions on assignment or transfer set out in clause 23.2; and
  - (ii) the Lessee and the third party beneficiary of the Security Interest execute a Tripartite Deed in a form that is satisfactory to the Lessor, acting reasonably.
- (d) The Lessor acknowledges and agrees that the requirement in clause 23.1(c)(ii) will be satisfied if the Lessee and the third party beneficiary of the Security Interest execute a tripartite deed that is substantially in the form of the tripartite deed attached to the Sale and Purchase Agreement and that, subject to the execution of such a deed by the Lessee and that beneficiary, the Lessor will also execute that deed.

**23.2 Permitted assignments**

- (a) The Lessor may assign and transfer all (but not part only) of its rights and obligations under this Lease to a person to whom it assigns or transfers at the same time all (but not part only) of its right, title and interest in the Leased Assets and the Leased Land, being a person that is the State or is wholly-owned or controlled by the State, provided that such assignment and transfer is subject to the condition that, if the assignee or transferee (not being the State) ceases to be wholly-owned or controlled by the State, those rights and obligations must, on or prior to that cessation, be assigned and transferred to the State or a person that is wholly-owned or controlled by the State. Any such assignee or transferee must execute a deed under which the assignee or transferee undertakes to the Lessee to be bound by the terms of this Lease as if it were the Lessor.
- (b) The Lessee 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) this Lease,without the prior consent of the Lessor.
- (c) Subject to clause 23.2(d), the Lessor must not unreasonably withhold or delay its consent under clause 23.2(b) where, at the time of the assignment or transfer, each of the following is satisfied:
  - (i) the relevant assignment or transfer is of all (and not part only) of:

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (A) the Lessee's (and where the Lessee is a partnership, all of the Partners' collective) rights, interests and obligations in or under the Leased Assets, the Leased Land and this Lease; or
- (B) a Partner's rights, interests and obligations in or under the Leased Assets, the Leased Land and this Lease and at the same time that assigning or transferring Partner is assigning or transferring to the same person all of its rights, interests and obligations in the Partnership Deed and any Permitted Sublease and Sublease Deed;
- (ii) following the assignment or transfer, when all Partners (and not just the Partner(s) the subject of the assignment or transfer) are considered, the Lessee will have sufficient financial and technical resources available to it to enable it to perform the obligations of the Lessee under this Lease and for this purpose it will be assumed that any ERIC Partners are only required to collectively contribute such proportion of such financial resources as equates to the aggregate Partnership Interest of all ERIC Partners;
- (iii) the assignee or transferee has provided to the Lessor a duly executed deed under which it undertakes to the Lessor to be bound by the terms of this Lease as if it were the Lessee, both jointly in partnership with each Partner (if any) that remains a party to this Lease and severally, including in respect of any accrued obligations of the Lessee under this Lease as at the date of the assignment or transfer (unless the assignor or transferor has agreed in the Lessor's favour to remain liable for those accrued obligations and that assignor or transferor will, after the assignment or transfer, have sufficient financial and technical resources available to it to enable it to perform those accrued obligations);
- (iv) following the assignment or transfer the Lessee (or any Permitted Sublessee) will have any Authorisations necessary for the Leased Assets and the Leased Land to be used for the purpose of conducting an electricity network business and for public lighting purposes;
- (v) the assignee or transferee is of good repute;
- (vi) the assignment or transfer complies with all applicable Laws; and
- (vii) following the assignment or transfer the Lessee will have satisfactory arrangements in place that provide for it or any Permitted Sublessee to notify third parties, on request, of any proposals that it or such Permitted Sublessee has to acquire any right or interest in the whole or part of any land for the purposes of the *Conveyancing Act 1919* (NSW).
- (d) It will not be unreasonable for the Lessor to withhold or delay its consent to any assignment or transfer by the Lessee under clause 23.2(b) where, at the time of deciding whether to grant its consent to the assignment or transfer, the New Employer has not paid the State any amounts due under the EISS – New Employer Payment Deed. For the avoidance of doubt, this clause 23.2(d) is not intended to limit other circumstances in which it would not be unreasonable for the Lessor to withhold or delay such consent.
- (e) On a valid assignment or transfer by the Lessor in accordance with the requirements of clause 23.2(a), the Lessor is released from all its obligations under this Lease.
- (f) On a valid assignment or transfer in accordance with the requirements of clause 23.2(b), the assignor or transferor is released from all its obligations under this Lease (except where clause 23.2(c)(iii) provides otherwise).

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

### 23.3 Subletting

- (a) The Lessee may sublease all (but not part only) of its interest in the Leased Assets and the Leased Land to a person (the **Permitted Sublessee**) if:
  - (i) all Partners (as the Partnership) are collectively subleasing all of their respective interests in the Leased Assets and the Leased Land to the Permitted Sublessee;
  - (ii) the use of the Leased Assets and the Leased Land which is permitted under the sublease is consistent with their use for the conduct of an electricity network business;
  - (iii) the Permitted Sublessee has, or will obtain immediately following the granting of such sublease, all Authorisations necessary for the Permitted Sublessee to use the Leased Assets and the Leased Land for the use which is permitted under the sublease;
  - (iv) the Permitted Sublessee has sufficient financial and technical resources available to it to enable it to perform the obligations which it assumes by virtue of the sublease;
  - (v) the Permitted Sublessee is of good repute;
  - (vi) following the granting of such sublease, the Permitted Sublessee or nominated operator (or another person with the written consent of the Lessor) will be the operator of the Leased Network for the purposes of the Regulatory Regime;
  - (vii) the sublease prohibits the Permitted Sublessee from:
    - (A) assigning or transferring any of its rights and obligations under the sublease; or
    - (B) subleasing, or granting 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, except with the prior consent of the Lessee, and for these purposes the Lessee undertakes to the Lessor that it will not give such consent unless:
      - (C) the Lessor, in its absolute discretion, consents to such assignment, transfer, sublease or licence; or
      - (D) the sublease or licence is required by Law, in which case the Lessee must consent to the sublease or licence, but only to the extent that the sublease or licence is required by Law;
  - (viii) the sublease prohibits the Permitted Sublessee from creating or allowing to subsist a Security Interest (other than a Permitted Lien or a Security Interest permitted by a Sublease Deed) over any of the Permitted Sublessee's rights under the sublease, or over any of the Permitted Sublessee's right, title or interest in the Leased Assets or the Leased Land or any part of them, without the prior consent of the Lessee (and, for these purposes, the Lessee undertakes to the Lessor that it will not give such consent unless it has first obtained the consent of the Lessor under clause 23.3(d) or unless the requirements of clauses 23.3(e)(i) and 23.3(e)(ii) have been satisfied);
  - (ix) the sublease is granted in accordance with all applicable Laws;
  - (x) the sublease terminates if the lease of the Leased Assets and the Leased Land under this Lease comes to an end for any reason;

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (xi) the term of the sublease expires at, or before, the end of the day before the Term expires;
- (xii) the sublease expressly acknowledges the rights of the Lessor under this Lease, and that the rights of the Permitted Sublessee under the sublease are subject to and subordinate to the rights of the Lessor under this Lease;
- (xiii) under the sublease the Permitted Sublessee covenants not to do, permit or omit to do anything which causes or may cause a breach of this Lease on the part of the Lessee; and
- (xiv) the Lessee and the Permitted Sublessee execute a Sublease Deed.
- (b) Despite any sublease permitted or consented to by the Lessor under this clause 23.3, as between the Lessor and the Lessee, the Lessee continues to be bound to comply with all its obligations under this Lease and any breach of this Lease which is caused by the Permitted Sublessee will be deemed to be a breach of this Lease by the Lessee.
- (c) Except as provided in clause 23.3(a) or where the licence is already granted by the Lessor and is in existence as at the Commencement Date, the Lessee may only sublease, or grant a licence in respect of, its interest in any part of the Leased Assets or the Leased Land:
  - (i) with the prior consent of the Lessor, which may be given or withheld in the absolute discretion of the Lessor; or
  - (ii) where, and then only to the extent that, the sublease or licence is required by Law.
- (d) Subject to clause 23.3(e) and for the purposes of clause 23.3(a)(viii), the Lessee must not consent to the Permitted Sublessee creating or allowing to subsist a Security Interest over any of the Permitted Sublessee's rights under the sublease or over any of the Permitted Sublessee's right, title or interest in the Leased Assets or the Leased Land or any part of them unless the Lessee has first obtained the consent of the Lessor, which consent of the Lessor must not be unreasonably withheld or delayed.
- (e) For the purposes of clause 23.3(a)(vii) and 23.3(a)(viii), the Lessee may consent to the Permitted Sublessee creating or allowing to subsist a Security Interest over the Permitted Sublessee's rights under the sublease if:
  - (i) the Security Interest is granted over all of the Permitted Sublessee's rights under the sublease;
  - (ii) the enforcement of the Security Interest is subject to compliance with the following requirements to the extent such enforcement entails the assignment or transfer of the sublease:
    - (A) all of the rights and obligations of the Permitted Sublessee under the sublease are assigned or transferred to the same person;
    - (B) the assignee or transferee has, or will obtain immediately following the assignment or transfer, all Authorisations necessary for that person to use the Leased Assets and the Leased Land for the use which is permitted under the sublease;
    - (C) the assignee or transferee has sufficient financial and technical resources available to it to enable it to perform the obligations which it assumes by virtue of the assignment or transfer to it of the sublease;
    - (D) the assignee or transferee is of good repute; and



Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (E) following the assignment or transfer, the assignee or transferee or nominated operator (or another person with the written consent of the Lessor) will be the operator of the Leased Network for the purposes of the Regulatory Regime; and
- (iii) the Permitted 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.

**23.4 Change of Control**

- (a) A Change of Control with respect to the Lessee 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.
- (b) Subject to clause 23.4(c), the Lessor must consent to a Change of Control under clause 23.4(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 Lessee, 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 Partners (and not just the Partner(s) who experienced the Change in Control) are considered, the Lessee will be financially capable of performing its obligations under this Lease and for this purpose it will be assumed that any ERIC Partners are only required to collectively contribute such proportion of such financial resources as equates to the aggregate Partnership Interest of all ERIC Partners; and
  - (iii) the Lessee will be technically capable of performing its obligations under this Lease.
- (c) The Lessor may withhold or delay its consent to a Change of Control under clause 23.4(a)(ii) where, at the time of deciding whether to grant its consent to the Change of Control, the New Employer has not paid the State any amounts due under the EISS – New Employer Payment Deed. For the avoidance of doubt, this clause 23.4(c) is not intended to limit other circumstances in which the Lessor may withhold or delay such consent.

**23.5 State ownership of Lessor**

The Lessor must ensure that at all times it is wholly-owned or controlled by the State or by a person who is wholly-owned or controlled by the State.

**24 Taxes and Costs**

- (a) The Lessee must pay and indemnify and keep indemnified the Lessor against any liabilities for stamp duty, transaction and registration taxes and similar taxes or duties (including fines and penalties resulting from delay or omission to pay such taxes or duties, where such delay or omission is a result of the action or inaction of the Lessee or any Permitted Sublessee) which may be payable in relation to this Lease or the performance or enforcement of this Lease or any payment or receipt or other transaction contemplated by this Lease, including in relation to:

Lease Annexure A Distribution Network Lease

· Allens > < Linklaters

- (i) any extension of the Term, or the payment of the Option Fee for such extension, in accordance with clause 17.2; and
- (ii) the transfer to the Lessor (or its nominee) of any Additional Network Assets or Additional Network Land in accordance with clause 19.

This clause 24(a) does not apply to the extent of any inconsistency with the Sale and Purchase Agreement or the allocation of costs determined by an arbitrator under clause 25.1(e) or an independent expert under clause 25.2(h).

- (b) Unless this Lease otherwise provides, the Lessee 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 Lease;
  - (ii) considering, doing or refusing to do anything at the request or direction of the Lessee;
  - (iii) the actual or attempted enforcement of, or actual or attempted exercise or preservation of, any rights, powers or remedies under this Lease 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 Lease;
  - (v) doing anything that ought to have been done by the Lessee under this Lease; 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.

## 25 Dispute resolution

### 25.1 Dispute resolution process

- (a) If either the Lessor or the Lessee considers a dispute has arisen under this Lease, it may give notice of the dispute to the other.
- (b) Within 5 Business Days of notice being given under clause 25.1(a), a representative of each of the Lessor and the Lessee must confer together at least once, without third party advisers, to attempt to resolve the dispute.
- (c) If the dispute is not resolved under clause 25.1(b) within 15 Business Days of the notice of dispute being given, then the representatives must confer together to agree a form of dispute resolution.
- (d) If either:
  - (i) no form of dispute resolution is agreed within 20 Business Days of the notice of dispute being given; or
  - (ii) the dispute is not resolved within 40 Business Days of the notice of dispute being given,
 then either the Lessor or the Lessee may, by written notice, refer the dispute to arbitration. Arbitration is to be before a single arbitrator in accordance with the *Commercial Arbitration Act 2010 (NSW)* and either the Lessor or the Lessee may be represented by a member of the legal profession.
- (e) Costs will be in the discretion of the arbitrator.

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (f) This clause 25 does not prevent either the Lessor or the Lessee from seeking an injunction or declaration from a court in a case of urgency.
- (g) The existence of a dispute does not excuse the Lessor or the Lessee from performing their obligations under this Lease in full, nor does it prevent the Lessor or the Lessee from terminating this Lease due to the default of the other where such termination is otherwise in accordance with this Lease.

**25.2 Independent expert**

Where this Lease expressly provides for a dispute to be resolved by or referred to an independent expert, or the Lessor and the Lessee otherwise agree that a dispute is best resolved by an independent expert, then the Lessor and the Lessee must submit to the following procedure to resolve the dispute:

- (a) the Lessor and the Lessee will choose and appoint an independent expert;
- (b) in the absence of agreement by the Lessor and the Lessee as to the independent expert within 5 Business Days of notice of a dispute being given, the independent expert will be appointed on the application of either of them by (unless otherwise agreed) the chairperson or other senior office bearer for the time being of the New South Wales Chapter of the Resolution Institute;
- (c) the independent expert must make a determination or finding on the issues in dispute as soon as practicable and in any event within 15 Business Days after the dispute is referred to it, or such longer period as may be agreed between the Lessor and the Lessee;
- (d) the independent expert must act as an expert and not as an arbitrator and may adopt such procedures as he or she sees fit so as to provide an expeditious, cost effective and fair means of determining the dispute, subject to any provisions to the contrary in this Lease;
- (e) the independent expert is not bound by the rules of evidence and may make his or her determination on the basis of information received or his or her own expertise;
- (f) the Lessor and the Lessee must provide the independent expert with all such information as the independent expert reasonably requires to determine the dispute and must do all things reasonably necessary to cooperate with the independent expert for the purposes of such determination;
- (g) in the absence of manifest error material to the determination, the independent expert's determination will be final and binding on the Lessor and the Lessee; and
- (h) the costs of the independent expert will be borne by the Lessor and Lessee equally or as the independent expert may otherwise determine and each of them will bear its own costs, including legal costs, relating to the independent expert's decision.

**26 Confidentiality**

**26.1 General Obligations**

The Lessor and the Lessee must keep confidential and not allow, make or cause any disclosure of or in relation to any information provided to it (the **Recipient**) by the other (the **Disclosing Party**) in connection with this Lease without the prior consent of the Disclosing Party, which consent may be given or withheld, or given with conditions, in the Disclosing Party's absolute discretion.

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

**26.2 Exceptions**

The obligations of the Lessor and the Lessee in clause 26.1 do not apply to disclosures to the extent that the disclosure is:

- (a) by one Partner to another Partner;
- (b) by the Lessor or the Lessee to:
  - (i) Related Bodies Corporate or Associates of the Lessor, Lessee or any Permitted Sublessee; or
  - (ii) the legal or other professional advisers, auditors, consultants, insurers, employees, contractors, officers and agents of any of 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 Lease or any Permitted Sublease (or any transactions contemplated by either of them);
  - (iv) in the case of Related Bodies Corporate or Associates of the Lessor, Lessee or any Permitted Sublessee:
    - (A) the Lessee's or Lessor's rights and obligations under this Lease (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, Lessee or any Permitted 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 Partners may comply with their obligations under the Partnership Deed, or so that the partners who comprise any Permitted Sublessee comply with the equivalent obligations under their equivalent partnership deed) or which are requested to rate a Related Body Corporate or Associate of the Lessor, Lessee or any Permitted Sublessee;
- (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, Lessee, any Permitted Sublessee or their respective Related Bodies Corporate or Associates;
- (f) in the case of the Lessee, its 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 Lessor is notified of the proposed form and terms of the disclosures, and has had a reasonable opportunity to comment on such form and terms,

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

and the discloser has given reasonable consideration to the inclusion of any such comments;

- (g) required by an entity in connection with legal proceedings relating to this Lease, any Permitted Sublease or Sublease Deed or for the purpose of advising that entity in relation thereto;
- (h) of information which is at the time generally and publicly available other than as a result of breach of confidence by the Recipient in relation to that information or any party to whom the Recipient has disclosed any Confidential 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 or the Lessee or of its Related Bodies Corporate or Associates, or to that financier's legal or other professional advisers, auditors, consultants, insurers, employees, contractors, officers and agents, provided that:
  - (i) that financier and those persons have a legitimate need to know that information in connection with the proposed or prospective financing; and
  - (ii) if requested by the Disclosing Party, the Recipient procures that the proposed recipient of the information executes a confidentiality deed in favour of the Disclosing Party prior to the disclosure of the information;
- (k) 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; or
- (l) of the terms of this Lease by virtue of its registration at LPI.

**26.3 Notice**

- (a) Prior to a Recipient making a disclosure under clause 26.2(i) or (j), it must notify the Disclosing Party of the proposed disclosure so that the Disclosing Party can determine whether to require the proposed recipient of the information to execute a confidentiality deed as referred to in that clause.
- (a) Each of the Lessor and the Lessee must ensure that any persons receiving Confidential Information from it under clause 26.2(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 Lease.
- (b) The Lessor and the Lessee will be liable to the other for the failure of any persons receiving Confidential Information from it under clause 26.2(b), (d), (f), (i) or (j) to keep such information confidential in accordance with the terms of this Lease.

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

**27 Notices**

**27.1 Provision of Notices**

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

- (a) except as otherwise specified in this Lease, must be in writing and signed by a person duly authorised by the sender;
- (b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail) or by hand or email to the address or email address below or the address or email address last notified by the intended recipient to the sender:

- (i) to the 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 Lessee – in      To each Partner:  
    respect of notices      Blue Asset Partner Pty Ltd  
    given under              Address: Level 33, 50 Lonsdale Street, Melbourne, VIC 3000  
    clause 16 (and all      Email: company.secretary@ifminvestors.com and  
    other notices if      jpeasley@australiansuper.com (email to both)  
    there is no              Partnership  
    Partnership              Attention: IFM Investors Company Secretary/Chief Commercial  
    Representative):      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

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

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 Lessee (where there is a Partnership Representative) – in respect of all other notices
- To Blue Asset Partner Pty Ltd as representative for the Lessee  
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.

**27.2 Authorised persons**

- (a) The Lessor and the Lessee may, at any time, each provide the other with a Notice:
- (i) appointing one or more persons as persons authorised by the relevant party to provide any Notice under this Lease on behalf of the relevant party (including, in

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- the case of the Lessee, persons authorised by the Partnership Representative);  
and
- (ii) setting out personal details, an email address and a specimen signature for each person appointed under clause 27.2(a)(i).
- (b) The Lessor and the Lessee may each vary the persons authorised by it under clause 27.2(a) from time to time by giving Notice to the other.

**28 Entire agreement**

This Lease and any Sublease Deed:

- (a) contain the entire agreement between the Lessor and the Lessee 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 and the Lessee; and
- (c) supersede all earlier Conduct by or between the Lessor and the Lessee in connection with their subject matter.

Neither the Lessor nor the Lessee has relied on or is relying on any other Conduct in entering into this Lease and completing the transactions contemplated by it.

**29 No waiver**

No failure to exercise nor any delay in exercising any right, power or remedy under this Lease by the Lessor or the Lessee operates as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the Lessor or the Lessee granting that waiver unless made in writing.

**30 Rights cumulative**

Subject to any express provision in this Lease to the contrary, the rights, powers and remedies of Lessor and the Lessee under this Lease 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.

**31 Amendment**

Except as otherwise expressly provided in this Lease, no amendment or variation of this Lease is valid or binding on the Lessor and the Lessee unless made in writing and executed by Lessor and the Lessee.

**32 Further assurances**

- (a) The Lessor and the Lessee must do everything (including executing agreements and documents) necessary or reasonably required by the other to give full effect to this Lease and the transactions contemplated by it.
- (b) At the request of the Lessee, the Lessor must provide all reasonable assistance to the Lessee, at the Lessee's cost, to:
  - (i) rectify any errors in the registration details relating to the Leased Land or any other Network Land; or
  - (ii) enable the registration of this Lease at the LPI including any variations contemplated under clause 2.17.



**33 No merger**

The rights and obligations of the Lessor and the Lessee will not merge on the completion of any transaction contemplated by this Lease. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any such transaction.

**34 Severability of provisions**

Any provision of this Lease 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 Lease nor affect the validity or enforceability of that provision in any other jurisdiction.

**35 GST**

**35.1 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 Lease, the party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration. This clause 35.1 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated to be GST inclusive.

**35.2 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.

**35.3 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.

**35.4 Off-set of GST Amount in integrated accounts**

- (a) Notwithstanding clause 35.3, in relation to any GST payable on the Initial Lease Premium at the Commencement Date, the Lessor agrees that the GST Amount will not be paid to the Lessor, but will instead (by agreement with the Commissioner) be paid by offsetting the corresponding GST Amounts in the Lessor and Lessees' integrated client accounts (the amount being a GST liability for the Lessor and a corresponding Input Tax Credit for the Lessee).
- (b) If the amount of the Lessee's Input Tax Credit associated with the GST Amount (as reflected in the Lessee's integrated client accounts under the agreement with the Commissioner referred to in clause 35.4(a) is less than the additional GST Amount determined under clause 35.1, the Lessee will pay to the Lessor the difference between the two amounts. The Lessee must pay the amount under this clause to the Lessor at the same time it would be required to pay the GST Amount under clause 35.3 in the absence

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

of the agreement with the Commissioner or if the Lessee fails to comply with clause 35.4(c).

- (c) The Lessee agrees to the following in relation to the Input Tax Credit referred to in clause 35.4(a):
- (i) the Lessee will report the Input Tax Credit in its GST return (as a component of the Lessee's net amount) for the tax period which includes the date the Initial Lease Premium was paid to the Lessor (the **Relevant GST Return**);
  - (ii) the Lessee will pay to the ATO an amount equal to the net amount owing on its Relevant GST Return after excluding the Input Tax Credit referred to in clause 35.4(a); and
  - (iii) the Lessee will consent by written notification to the ATO setting off the Input Tax Credit reflected in the Lessee's integrated client account with the GST Amount reflected in the Lessor's integrated client account. The written notification to the ATO must be in the form of the Offset Notification Letter.
- (d) The Lessor and Lessee acknowledge that the arrangements set out for GST under this clause 35.4 are undertaken in reliance on GST advice issued by the Commissioner to the Lessor dated 4 May 2016 (reference 1012996435319).

**35.5 Revenue exclusive of GST**

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

**35.6 Cost exclusive of GST**

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

**35.7 Adjustment Event**

If an Adjustment Event occurs in respect of a Taxable Supply described in this clause 35, the GST Amount payable under clause 35.1 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.

**35.8 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.

**35.9 Non-monetary Consideration**

If a supply made under this Lease 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

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (d) the non-monetary consideration for the Taxable Supply is GST inclusive for the purposes of this clause 35.9.

**35.10 Lessee acquisitions on behalf of Lessor**

Where the Lessee 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 Lessee for the GST Amount payable on that acquisition.

**35.11 Supply under existing arrangements**

The Lessor and the Lessee acknowledge that, under the terms of this Lease, the Lessee is entitled to rent and other money paid or payable to the Lessor under certain agreements, including the Existing Tenant Leases. The Lessor and the Lessee acknowledge that, for these arrangements, the Lessee, on the Lessor's behalf, facilitates the Taxable Supply to third parties. The Lessor and the Lessee agree that, in respect of such Taxable Supplies, for the purposes of Division 153B of the GST Act:

- (a) the Lessee will be treated as making the Taxable Supply to the third parties;
- (b) the Lessor will be treated as making the corresponding Taxable Supply to the Lessee;
- (c) the Lessee will issue to the third parties, in the Lessee's own name, all Tax Invoices and Adjustment Notes relating to those Taxable Supplies;
- (d) the Lessor will not issue to the third parties any Tax Invoices or Adjustment Notes relating to those Taxable Supplies; and
- (e) this clause 35.11 will cease to have effect if the Lessee or the Lessor ceases to be registered for GST purposes.

The Lessee warrants and undertakes that the Lessee is currently registered, and will promptly advise the Lessor if it ceases to be registered, for GST purposes. The Lessor warrants and undertakes that the Lessor is currently registered, and will promptly advise the Lessee if it ceases to be registered, for GST purposes.

**35.12 Recipient created tax invoices**

For any Taxable Supply made by the Lessor under, by reference to or in connection with this Lease, the Lessor and the Lessee (and where the Lessee comprises the Partnership, each individual Partner) agree as follows:

- (a) the recipient can and will issue Tax Invoices in respect of the Taxable Supply;
- (b) the supplier will not issue Tax Invoices in respect of the Taxable Supply;
- (c) the supplier acknowledges that it is registered for GST when it enters into this Lease;
- (d) the supplier must notify the recipient if it ceases to be registered for GST; and
- (e) the recipient acknowledges that it is registered for GST when it enters into this Lease and that it will notify the supplier if it ceases to be so 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.

**35.13 Definitions and interpretation**

- (a) Words or expressions used in this clause 35 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 35 unless expressly provided otherwise in clause 1.2.

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (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.
- (d) For the avoidance of doubt, if the Lessee comprises a partnership, then references to the Lessee in this clause 35 is a reference to the partnership and not the individual partners comprising that partnership.

**35.14 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.

**36 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 Lessee any obligation under this Lease; 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 Lease or by Law in relation to this Lease,

is excluded from this Lease.

**37 Representations and warranties**

**37.1 Lessor and Lessee Partners**

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

- (a) the execution and delivery by that entity of this Lease has been properly authorised by all necessary corporate actions of that entity;
- (b) it has full corporate power and lawful authority to execute and deliver this Lease and to consummate and perform or cause to be performed its obligations under this Lease; and
- (c) this Lease constitutes a legal, valid and binding obligation of that entity enforceable in accordance with its terms by appropriate legal remedy.

This clause 37.1 applies to each Partner severally and the representations, warranties and liabilities under this 37.1 are several and not joint nor joint and several.

**37.2 Lessee**

The Lessee represents and warrants that:

- (a) as at the date of this Lease:
  - (i) the execution and delivery by the Lessee of this Lease has been properly authorised by all necessary corporate actions of the Lessee;
  - (ii) the Lessee has full corporate power and lawful authority to execute and deliver this Lease and to consummate and perform or cause to be performed their obligations under this Lease; and
  - (iii) this Lease constitutes a legal, valid and binding obligation on the Lessee, enforceable in accordance with its terms by appropriate legal remedy;

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (b) the execution, delivery and performance by the Lessee of this Lease 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 Partnership Deed or other constituent documents of the Lessee that is between the Partners and establishes themselves as a partnership;
- (c) it is duly established by the Partnership Deed and validly exists under the laws of Australia;
- (d) the Partnership Deed has not been terminated; and
- (e) the Partnership Deed complies with all applicable Laws.

**37.3 Trustee Party Authority**

Each Trustee Party represents and warrants that:

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

This clause 37.3 applies to each Trustee Party severally and the representations, warranties and liabilities under this 37.3 are several and not joint nor joint and several.

**38 Caveats**

The Lessee must not lodge, and must ensure that a Permitted Sublessee does not lodge, a caveat on the title to the Leased Land without the Lessor's prior consent. Consent will not be unreasonably withheld if the caveat refers only to the Lessee's interest under this Lease, or only to the Permitted Sublessee's interest under a sublease entered into in accordance with clause 23.3, as the case may be. If such a caveat is lodged, the Lessee must promptly at its cost:

- (a) consent to, or procure the Permitted Sublessee's consent to, any dealing by the Lessor with the Leased Land that is permitted by this Lease that does not materially prejudice the Lessee's rights under this Lease; and

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

- (b) ensure that the caveat is removed as soon as this Lease is registered at LPI.

**39 Set-off**

The Lessor or Lessee may set-off any amount that it owes the other party against any obligation it has to pay any amount to the other party under this Lease.

**40 General PPSA Provisions**

To the extent that a PPSA Security Interest (as defined in the PPSA) is created under this Lease, the following applies:

- (a) the grantor of that PPSA Security Interest consents to the secured party perfecting such PPSA Security Interest by registration under the PPSA and agrees to do anything (promptly and at its own cost) that is reasonably requested by the secured party to enable the secured party to do so;
- (b) the Lessor and the Lessee contract out of each provision of the PPSA, as permitted by section 115 of the PPSA, to the extent that:
  - (i) exercise by either of them of any right, power or remedy will be taken not to be under a provision mentioned in section 115 of the PPSA to the extent that such right, power or remedy is a right, power or remedy under:
    - (A) this Lease;
    - (B) any document or agreement that is ancillary to this Lease; or
    - (C) any other law or statute,unless the Lessor or Lessee so elects; and
  - (ii) any obligation of the Lessor or Lessee to give notice, or any restriction on the exercise by a party of a right, power or remedy, will not apply;
- (c) each of the Lessor and Lessee waives its rights to receive each notice which, under section 157(3) of the PPSA, it is permitted to waive; and
- (d) each of the Lessor and Lessee waives its rights to receive anything from the other under section 275 of the PPSA and agrees not to make any request of the other under that section.

**41 Exclusion of legislative provisions**

- (a) To the extent permitted by Law the covenants, powers and provisions (if any) implied in leases by virtue of any Law are expressly negated.
- (b) Without limiting clause 41(a), sections 84, 84A, 85, 86, 122, 130 and 133B and Column 1 of Part 2 of Schedule 4 of the *Conveyancing Act 1919* (NSW) have no application or operation in respect of this Lease.
- (c) To the extent permitted by Law, the Proportionate Liability Regimes do not apply to any claims by the Lessor or the State against the Lessee.

**42 Notification system**

The Lessee must at all times have satisfactory arrangements in place that provide for the Lessee or any Permitted Sublessee to notify third parties, on request, of any proposals that the Lessee or such Permitted Sublessee has to acquire any right or interest in the whole or part of any land for the purposes of the *Conveyancing Act 1919* (NSW).

Lease Annexure A Distribution Network Lease

Allens & Linklaters

**43 Governing law and jurisdiction**

This Lease and, to the extent permitted by Law, all related matters including non-contractual matters is governed by the laws of New South Wales. Subject to clause 25, in relation to such matters each of the Lessor and the Lessee 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.

Lease Annexure A Distribution Network Lease

Allens > < Linklaters

## Schedule 1

### Reference Schedule

Item	Term	Definition
1	<b>Lessor</b>	Ausgrid (ABN 67 505 337 385)
2	<b>Lessee</b>	<p>Ausgrid Asset Partnership (ABN 48 622 605 040), a partnership carried on under that name by:</p> <p>(a) <b>Blue Asset Pty Ltd</b> (ACN 615 217 493) of Level 33, 50 Lonsdale Street, Melbourne VIC 3000 as trustee for <b>Blue Asset Partner Trust</b>;</p> <p>(b) <b>ERIC Alpha Asset Corporation 1 Pty Ltd</b> (ACN 612 974 044) of C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000 as trustee for <b>ERIC Alpha Asset Trust 1</b>;</p> <p>(c) <b>ERIC Alpha Asset Corporation 2 Pty Ltd</b> (ACN 612 975 023) of C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000 as trustee for <b>ERIC Alpha Asset Trust 2</b>;</p> <p>(d) <b>ERIC Alpha Asset Corporation 3 Pty Ltd</b> (ACN 612 975 032) of C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000 as trustee for <b>ERIC Alpha Asset Trust 3</b>; and</p> <p>(e) <b>ERIC Alpha Asset Corporation 4 Pty Ltd</b> (ACN 612 975 078) of C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000 as trustee for <b>ERIC Alpha Asset Trust 4</b>.</p>
3	<b>Leased Land</b>	The whole of the land in described in Schedule 2
4	<b>Term</b>	99 years.
5	<b>Option to renew</b>	See clause 17
6	<b>Commencement Date</b>	1 December 2016
7	<b>Expiry Date</b>	30 November 2115
8	<b>Premium</b>	\$15,296,542,125
9	<b>Rent</b>	CPI Adjusted Amount of \$550,000 per Year



Lease Annexure A Distribution Network Lease

Allens > < Linklaters

**Schedule 2**

**Leased Land**

See attached.

**Schedule 3**

**Old System Leases**

See attached.

**Schedule 4**

**Unregistered Leases**

See attached.

Lease Annexure A Distribution Network Lease

**Schedule 2**

**Leased Land**

**Part 1 – Freehold Land (Network Leased Land)**

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		209119	Network Substation	2	Allum Street 1 HABERFIELD
1		509730	Network Substation	3	Arthur Street 21 Nr Queen Street CROYDON
1		539483	Network Substation	4	Benalla Avenue 5 ASHFIELD
1		503956	Network Substation	5	Bland Street 19a ASHFIELD
1		547439	Network Substation	6	Bland Street 50 ASHFIELD
1		557893	Network Substation	7	Bland Street 119a ASHFIELD
1		529428	Network Substation	8	Carlisle Street 4 ASHFIELD
3		540242	Network Substation	9	Carlton Crescent 98 SUMMER HILL
1		519591	Network Substation	10	Central Road ASHFIELD
11		575124	Network Substation	11	Chandos Street 34 ASHFIELD
1		554322	Network Substation	12	Charlotte Street 35 (Sloane Street) SUMMER HILL
X		419757	Network Substation	15	Deakin Avenue 2 HABERFIELD
1		569706	Network Substation	17	Edwin Street 160 - 166 CROYDON
1		547552	Network Substation	18	Edwin Street CROYDON
1		557760	Network Substation	19	Frederick Street ASHFIELD
3		247408	Network Substation	20	Frederick Street 2a ASHFIELD
1		562023	Network Substation	21	Grosvenor Crescent SUMMER HILL
13		555863	Network Substation	26	Herbert Street 37a - 37b SUMMER HILL

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
X		419690	Network Substation	27	Highbury Street CROYDON
1		231273	Network Substation	32	Hunt Street 2a CROYDON
9	2	291	Zone Substation	33	Old Canterbury Road 230 SUMMER HILL
A		305812	Zone Substation	33	Old Canterbury Road 230 SUMMER HILL
2		532066	Network Substation	34	Frederick Street ( John Street 44a ) CROYDON
1		534468	Network Substation	35	Lion Street Nr Norton Street CROYDON
1		570386	Network Substation	36	Liverpool Road 57a ASHFIELD
1		212549	Network Substation	38	Milton Street ASHFIELD
1		574109	Network Substation	39	Milton Street 84 - 86 ASHFIELD
1		549458	Network Substation	41	Norton Street 7 ASHFIELD
1		607316	Network Substation	44	Ormond Street 8 ASHFIELD
1		539320	Network Substation	45	Orpington Street 19 - 21 ASHFIELD
1		227880	Network Substation	46	Orpington Street 40 ASHFIELD
1		552965	Network Substation	47	Orpington Street 76 A Nr Loftus Street ASHFIELD
1		592800	Zone Substation	48	Parramatta Road Nr West Street 10 CROYDON
2		592800	Zone Substation	50	West Street 10 CROYDON
A		416309	Network Substation	51	Regent Street 22 Nr Moonbie Street SUMMER HILL
1		233016	Network Substation	52	Smith Street SUMMER HILL
X		415961	Network Substation	54	Taringa Street 13a Nr Church Street ASHFIELD
1		575924	Network Substation	55	The Avenue 3 - 5 ASHFIELD
1		546605	Network Substation	56	Tintern Road 29 ASHFIELD

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
B		306390	Network Substation	58	Waratah Street 45 HABERFIELD
1		505036	Network Substation	63	Alexander Street AUBURN
A		380954	Network Substation	66	Beatrice Street 12 AUBURN
1		181635	Network Substation	70	Carnarvon Street 107 SILVERWATER
32		225351	Zone Substation	83	Carter Street 2 - 4 HOMEBUSH BAY
33		225351	Zone Substation	83	Carter Street 2 - 4 HOMEBUSH BAY
1		572936	Network Substation	85	Childs Street 8 LIDCOMBE
1		319597	Network Substation	88	Chiswick Road 26 & Park Road AUBURN
1		611380	Network Substation	89	Church Street LIDCOMBE
1		335003	Network Substation	91	Church Street LIDCOMBE
12		564610	Network Substation	94	Dartbrook Road 38 - 40 AUBURN
1		565118	Network Substation	95	Dartbrook Road 99 AUBURN
1		564568	Network Substation	97	Doodson Avenue 19 - 21 LIDCOMBE
1		569002	Network Substation	100	Edwin Street 7 REGENTS PARK
A		385278	Network Substation	101	Day Street LIDCOMBE
1		610552	Network Substation	103	Euston Road AUBURN
1		364177	Network Substation	104	Fariola Street SILVERWATER
1		607318	Network Substation	105	Fourth Avenue REGENTS PARK
1		574107	Network Substation	106	Frances Street 30 - 32 LIDCOMBE
1		574462	Network Substation	107	Gibbons Street 11 AUBURN
1		623447	Network Substation	108	Park Road AUBURN
1		598188	Network Substation	117	Joseph Street LIDCOMBE

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
65		13085	Network Substation	122	Kingsland Road 145 & Amy Street REGENTS PARK
1		564081	Network Substation	123	Macquarie Road AUBURN
1		600643	Network Substation	124	Mary Street & Dartbrook Road AUBURN
2		567531	Network Substation	125	Mary Street LIDCOMBE
Auto Consol		7293-102	Network Substation	126	Carnarvon Street & Melton Street SILVERWATER
1		383585	Network Substation	127	Meroo Street AUBURN
A		362961	Network Substation	132	Nicholas Street & Platform Street LIDCOMBE
1		380039	Network Substation	135	London Road 1 & Notting Hill Road LIDCOMBE
122		582882	Network Substation	136	Nyrang Street LIDCOMBE
1		319498	Network Substation	143	Park Road & Queen Road AUBURN
A		347473	Zone Substation	149	Parramatta Road 93 & Silverwater Rd 2 AUBURN
C		347473	Zone Substation	149	Parramatta Road 93 & Silverwater Rd 2 AUBURN
167		610769	Zone Substation	149	Parramatta Road 93 & Silverwater Rd 2 AUBURN
1		1108966	Network Substation	154	Provincial Street 50 AUBURN
1		381080	Zone Substation	155	Queen Street AUBURN
1		505040	Zone Substation	155	Queen Street AUBURN
23		255489	Network Substation	159	Rachael Close SILVERWATER
1		341408	Network Substation	163	Short Street & Junction Street AUBURN
12		621916	Network Substation	164	Short Street 10 LIDCOMBE
32	6	2057	Network Substation	170	Sixth Avenue 49 BERALA
3		564083	Network Substation	171	St Hilliers Road AUBURN
1		600310	Network Substation	172	St Hilliers Road AUBURN

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
2		574839	Network Substation	173	St Hilliers Road AUBURN
1		571573	Network Substation	175	Station Road 86 AUBURN
1		556838	Network Substation	176	Station Road AUBURN
1		384989	Network Substation	177	Stubbs Street 382 AUBURN
1		565333	Network Substation	178	The Crescent 35 AUBURN
B		387235	Network Substation	182	Wellington Road AUBURN
4		592858	Network Substation	184	Alma Road 12a PADSTOW
3		588978	Network Substation	185	Horsley Road 318a MILPERRA
71		586645	Network Substation	186	Anzac Street 3 GREENACRE
1		581146	Network Substation	203	Boronia Road 31a GREENACRE
11		1151290	Zone Substation	206	Tarro Avenue 28 REVESBY
1		571572	Network Substation	207	Brunker Road 26a GREENACRE
1		571939	Network Substation	208	Brunker Road 95 YAGOONA
1		611027	Network Substation	209	Aloha Street 2 MASCOT
21		578489	Network Substation	212	Campbell Hill Road 31 CHESTER HILL
6		594497	Network Substation	215	Canterbury Road 52 BANKSTOWN
1		570749	Network Substation	217	Chapel Road 125 SOUTH BANKSTOWN
10		564919	Network Substation	219	Chapel Road 479a SOUTH BANKSTOWN
3		564847	Network Substation	221	Chapel Road 161 SOUTH BANKSTOWN
1		590143	Network Substation	225	Chiswick Road 8b GREENACRE
6		253391	Network Substation	226	Chiswick Road 65a GREENACRE
89		30451	Zone Substation	227	Christina Road 17 VILLAWOOD

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		334614	Network Substation	232	Cooper Road 176b & Palomar Parade YAGOONA
6		253070	Network Substation	240	Edgar Street 127a BANKSTOWN
31		599369	Network Substation	248	Ganmain Crescent 1a MILPERRA
1		613554	Network Substation	249	Gascoigne Road 2a BIRRONG
16		579941	Network Substation	260	Green Street 11a REVESBY
1		701241	Network Substation	261	Griffiths Avenue 66 PUNCHBOWL
65		201186	Zone Substation	271	Georgina Street 1 - 7 BASS HILL
66		201186	Zone Substation	271	Georgina Street 1 - 7 BASS HILL
67		201186	Zone Substation	271	Georgina Street 1 - 7 BASS HILL
68		201186	Zone Substation	271	Georgina Street 1 - 7 BASS HILL
69		201186	Zone Substation	271	Georgina Street 1 - 7 BASS HILL
1		537642	Network Substation	272	Murdoch Street 70 CREMORNE
5		616460	Zone Substation	289	Marigold Street 48 REVESBY
1		570967	Network Substation	298	Milperra Road 259a REVESBY
4		587858	Network Substation	302	Mitchell Street 24a CONDELL PARK
21		574834	Network Substation	304	Old Kent Road 232 GREENACRE
1		530743	Network Substation	305	Olympic Parade 4b BANKSTOWN
1		626504	Network Substation	306	Padstow Parade 10a PADSTOW
11		563346	Network Substation	313	Raymond Street 37 BANKSTOWN

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		507325	Network Substation	314	Macquarie Street 65a GREENACRE
1		595058	Network Substation	317	Roberts Road 2a GREENACRE
11		14265	Network Substation	318	Rodd Street 44 BIRRONG
1 Concurrent Lease		706930	Zone Substation	320	Rookwood Road 225 POTTS HILL
Auto Consol		10666-195	Zone Substation	325	Rosedale Avenue 81a - 89 & Anzac Street GREENACRE
1		449056	Zone Substation	325	Rosedale Avenue 81a - 89 & Anzac Street GREENACRE
1		598294	Network Substation	331	Sir Joseph Banks Street 35a BANKSTOWN
30		25402	Network Substation	332	Sir Thomas Mitchell Road 16 CHESTER HILL
X		406196	Network Substation	335	Greenfield Parade 15a BANKSTOWN
1		572070	Network Substation	337	Swan Street 14a REVESBY
1		569114	Network Substation	340	Turvey Street 50 PADSTOW
21		584150	Network Substation	341	Vega Street 50a REVESBY
1		626844	Network Substation	342	Vimy Street 2a BANKSTOWN
16		15334	Depot/zone Substation	344	Wellington Road 51 & Gascoigne Road 1 BIRRONG
Auto Consol		8410-40	Depot/zone Substation	344	Wellington Road 51 & Gascoigne Road 1 BIRRONG
Auto Consol		7259-179	Depot/zone Substation	344	Wellington Road 51 & Gascoigne Road 1 BIRRONG
21		15334	Depot/zone Substation	344	Wellington Road 51 & Gascoigne Road 1 BIRRONG



Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
41		566098	Network Substation	345	Werona Avenue 20a PADSTOW
12		239465	Network Substation	353	Yamma Street 23 SEFTON
400		712993	Network Substation	357	Botany Road 1440 BANKSMEADOW
1		232836	Network Substation	360	Botany Road Nr Coward Street MASCOT
3		531380	Network Substation	363	Bunnerong Road 3 Nr Devitt Place HILLSDALE
1		310135	Network Substation	366	Byrnes Street 14 BOTANY
A		414617	Network Substation	368	Chalmers Crescent 4a MASCOT
1		543631	Network Substation	369	Church Avenue MASCOT
3		512935	Network Substation	376	Evans Avenue & Dalby Place EASTLAKES
1		542582	Network Substation	380	Denison Street HILLSDALE
1		525659	Network Substation	383	Dransfield Avenue MASCOT
Y		417269	Network Substation	385	Edgehill Avenue BOTANY
1		510447	Network Substation	387	Ewan Street MASCOT
1		505170	Network Substation	389	Francis Street 4a MASCOT
19	A	1844	Network Substation	390	Gardeners Road 489 & William Street ROSEBERY
1		224757	Zone Substation	393	Gardeners Road 611 Nr Old Botany Road MASCOT
A		413013	Network Substation	397	Gordon Street ROSEBERY
1		203072	Network Substation	398	King Lane Off Hardie Street BOTANY
B		411710	Network Substation	401	Humphrey Street ROSEBERY
1		525658	Network Substation	404	Issac Smith Street DACEYVILLE
1		553967	Network Substation	407	Moreton Street 22 - 24 KINGSGROVE
1		740125	Network Substation	410	William Street 16 BOTANY
1		611835	Network Substation	417	Mascot Drive EASTLAKES

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		546063	Network Substation	419	Glanville Avenue PAGEWOOD
1		622398	Network Substation	420	Myrtle Street BOTANY
111		616196	Network Substation	425	Park Parade PAGEWOOD
1		542529	Sub-transmission Easement	426	Wentworth Avenue 58 & Park Parade BOTANY
1		310544	Network Substation	427	Wentworth Avenue & Merchant Street MASCOT
1		542583	Sub-transmission Easement	428	Swinbourne Street BOTANY
1		100632	Network Substation	437	Pemberton Street 29 BOTANY
A		104826	Network Substation	438	Ramsgate Street Nr Dover Street BOTANY
1		318870	Network Substation	442	Robey Street 40 MASCOT
1		361770	Network Substation	444	Margate Street 4 BOTANY
2		218388	Network Substation	445	Slattery Parade & Gardeners Road EASTLAKES
1		611028	Network Substation	450	Sutherland Street MASCOT
4		576286	Network Substation	453	Tunbridge Street 4 MASCOT
1		516094	Network Substation	460	Wentworth Avenue PAGEWOOD
6		131181	Network Substation	461	Wentworth Avenue Nr Page Street MASCOT
1		669129	Zone Substation	462	William Street 3 & Aylesbury Road BOTANY
4		511502	Network Substation	465	Albert Crescent CROYDON
1		325573	Network Substation	466	Angel Road 25a Nr The Boulevard STRATHFIELD
1		324990	Network Substation	467	Badminton Road 4 & Liverpool Street CROYDON
1		225597	Network Substation	468	Baker Street 56a & Ann Street ENFIELD

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		316438	Network Substation	469	Belmore Street Nr Burwood Road BURWOOD
1		366223	Network Substation	470	Beresford Avenue Nr Austin Avenue CROYDON PARK
1		574784	Network Substation	473	Burwood Road 5 Nr Liverpool Road BURWOOD HEIGHTS
1		324150	Network Substation	475	Cooper Street 2b Nr Wentworth Road STRATHFIELD
1		548638	Network Substation	477	Everton Road & Wentworth Road STRATHFIELD
1		449783	Network Substation	478	George Street 67a & Gloucester Avenue BURWOOD
1		565638	Network Substation	479	Georges River Road 243 CROYDON PARK
1		515824	Network Substation	480	Georges River Road CROYDON PARK
1		519086	Network Substation	482	Hextol Street CROYDON PARK
13		607950	Network Substation	484	Iceton Street 12 BURWOOD
1		601289	Network Substation	486	King Street 25 - 27a ENFIELD
A		392543	Network Substation	488	Lees Avenue & Georges River Road CROYDON PARK
1		561455	Network Substation	489	Liverpool Road 26 ENFIELD
2		536532	Network Substation	490	Neich Parade 21 BURWOOD
1		449839	Network Substation	492	Princes Street & Cheltenham Road BURWOOD
1		324188	Network Substation	493	Russell Street 36 & The Boulevard STRATHFIELD
1		601288	Network Substation	494	Shelley Street 15a ( Off Grant Park ) ENFIELD

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		319038	Network Substation	496	Wallace Street 32 Nr Fitzroy Street BURWOOD
2		373352	Network Substation	497	Webb Street 67 Nr Fitzroy Street CROYDON
2		593564	Network Substation	500	Wentworth Road 21 STRATHFIELD
A		369848	Network Substation	503	Alfred Street 15a CLEMTON PARK
1		435618	Network Substation	504	Woolcott Street 6 & Ann Street EARLWOOD
1		571529	Network Substation	505	Anderson Street 6 - 12 BELMORE
455		243672	Network Substation	506	Arizona Place 3a RIVERWOOD
1		324896	Network Substation	510	Baltimore Street 6 Nr Albert Street BELFIELD
1		550642	Network Substation	511	Baltimore Street 42 - 44 BELFIELD
1		372991	Network Substation	512	Bass Road 28a EARLWOOD
1		572071	Network Substation	516	Beamish Street 42 - 46 CAMPSIE
1		551979	Network Substation	517	Beaumont Street 32 KINGSGROVE
1		383244	Network Substation	518	Boorea Avenue 2a LAKEMBA
1		554584	Network Substation	521	Browning Street 4a CAMPSIE
1		182151	Network Substation	524	Burwood Road 543 Nr Canterbury Road BELMORE
1		182150	Network Substation	525	Knox Street 5 & Burwood Road BELMORE
1		379958	Network Substation	526	Campaspe Avenue 3a PUNCHBOWL
X		410684	Network Substation	528	Canterbury Road 428 Nr Bexley Road CAMPSIE
13		550343	Network Substation	532	Canterbury Road 826a LAKEMBA

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		505538	Network Substation	533	Forsyth Street 59b & Chapel Street BELMORE
1		437552	Network Substation	534	Chapel Street 2d Nr Wilson Lane BELMORE
E		310411	Network Substation	539	Church Street 94 Nr Railway Line CANTERBURY
1		376543	Network Substation	540	Clarke Street 2 - 4 EARLWOOD
1		554729	Network Substation	541	Clio Street 20 - 22 WILEY PARK
1		544959	Network Substation	542	Clio Street 24a Nr Edge Street WILEY PARK
A		378961	Network Substation	544	Close Street 2 Nr Canterbury Road CANTERBURY
3		571604	Network Substation	546	Clyde Street 16a CROYDON PARK
1		376519	Network Substation	547	Cross Street 1 CAMPSIE
1		230121	Network Substation	548	Croydon Avenue 140a CROYDON PARK
3		547926	Network Substation	550	Denman Avenue 74 WILEY PARK
1		569655	Network Substation	552	Denman Avenue 38a WILEY PARK
2		388003	Network Substation	553	Douglas Street 9 & Frost Street EARLWOOD
1		559051	Network Substation	554	Dryden Street 27a - 29 CAMPSIE
1		551895	Network Substation	555	Dudley Street 104a PUNCHBOWL
1		550834	Network Substation	556	Duke Street 98a CAMPSIE
1		598673	Network Substation	557	Crinan Street 89a & Wallace Lane HURLSTONE PARK
1		611627	Network Substation	558	Floss Street & Euston Road HURLSTONE PARK
1		553515	Network Substation	559	Fairmount Street 41a LAKEMBA

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
B		390254	Network Substation	560	Farnham Avenue 2a Nr Draper Avenue ROSELANDS
1		559901	Network Substation	561	Ferguson Avenue 20a WILEY PARK
1		580953	Network Substation	562	Ferguson Avenue 50 - 54 WILEY PARK
3		592100	Network Substation	563	Fifth Avenue 19a CAMPSIE
1		191604	Residential Cottage	564	Fifth Street 49 ASHBURY
1		557542	Network Substation	566	First Avenue 33 CAMPSIE
1		556424	Network Substation	567	Flora Street 38 - 40 ROSELANDS
1		124155	Network Substation	568	Floss Street 12 HURLSTONE PARK
A		379452	Network Substation	568	Floss Street 12 HURLSTONE PARK
2		114666	Network Substation	571	Fourth Avenue 1a Nr Ninth Avenue CAMPSIE
1		599126	Network Substation	572	Frazer Street 10 - 16 LAKEMBA
32		258888	Network Substation	573	Garema Circuit 6a KINGSGROVE
35		258888	Network Substation	574	Garema Circuit Lot 35 KINGSGROVE
33		258888	Network Substation	577	Garema Circuit 41a KINGSGROVE
1		570145	Network Substation	578	Garnet Street 38 - 40 DULWICH HILL
4		560412	Network Substation	579	Georges River Road 120 - 132 CROYDON PARK
1		367891	Network Substation	581	Gueudecourt Avenue 49a EARLWOOD
1		553876	Network Substation	582	Haldon Street 201 - 205a LAKEMBA
2		583152	Network Substation	583	Haldon Street 282 - 310 LAKEMBA
1		562161	Network Substation	584	Hampden Road 97 LAKEMBA

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		557759	Network Substation	585	Hampton Street 25a CROYDON PARK
Y		35912	Network Substation	587	Hannans Road 103 NARWEE
1		440928	Vacant Land	588	Hannans Road 15a & Napoleon Street RIVERWOOD
1		523830	Network Substation	590	Harp Street 16b BELMORE
1		562086	Network Substation	591	Homer Street 101a - 107 EARLWOOD
1		531174	Network Substation	592	Homer Street 159 - 161 KINGSGROVE
A		364644	Network Substation	593	Howard Street 1a CANTERBURY
1		547314	Network Substation	594	Iluka Street 1a Nr Bonds Road RIVERWOOD
1		553516	Network Substation	597	Karne Street PUNCHBOWL
1		506770	Network Substation	598	Karne Street 84a NARWEE
1		368211	Network Substation	600	King Street 51a ASHBURY
1		555579	Network Substation	601	King Georges Road 218a ROSELANDS
1		508256	Network Substation	603	Kingsgrove Road 190a KINGSGROVE
71		15126	Network Substation	604	Bexley Road 129 & Kingsgrove Road EARLWOOD
1		369871	Network Substation	605	Lakemba Street 80 Nr Brande Street BELMORE
A		440317	Network Substation	606	Lancelot Street 2b PUNCHBOWL
1		569166	Network Substation	607	Lincoln Street 67a BELFIELD
1		552334	Network Substation	608	Loftus Street 37a CAMPSIE
396		228135	Network Substation	609	Louisana Place 1 RIVERWOOD

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
13		566784	Network Substation	610	Lundy Avenue 1b KINGSGROVE
1		557265	Network Substation	611	Macdonald Street 9a LAKEMBA
1		407732	Network Substation	612	Main Street 37a EARLWOOD
1		598218	Network Substation	614	Mckenzie Street 1 CAMPSIE
453		243672	Network Substation	616	Michigan Road 24 RIVERWOOD
1		560601	Network Substation	617	Minter Street 38 - 42 CANTERBURY
388		228547	Network Substation	618	Missouri Place 2 RIVERWOOD
1		369197	Network Substation	621	Moore Street 14 CAMPSIE
14		544103	Network Substation	622	Moorefields Road Nr Rodgers Street LAKEMBA
1		579254	Network Substation	623	Moorefields Road 60a KINGSGROVE
1		570040	Network Substation	632	New Canterbury Road 706a HURLSTONE PARK
4		18633	Zone Substation	633	Nicholas Avenue 6 Nr Bexley Road CAMPSIE
A		350904	Zone Substation	633	Nicholas Avenue 6 Nr Bexley Road CAMPSIE
1		235048	Network Substation	635	Northcote Street CANTERBURY
E		14747	Network Substation	636	Omaha Street 28 Nr Baltimore Road BELFIELD
A		30768	Network Substation	637	Parry Avenue 6 NARWEE
1		434109	Network Substation	639	Penshurst Road 1a Nr King Georges Road ROSELANDS
1		611378	Network Substation	640	Phillips Avenue 11a CANTERBURY
1		574069	Network Substation	643	Princess Street 44 - 46 CANTERBURY
X		405800	Network Substation	646	Quigg Street 57a Nr Haldon Street LAKEMBA



Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		306678	Network Substation	647	Railway Parade 23 Nr Quigg Street LAKEMBA
1		322069	Network Substation	649	Remly Street 2a Nr Canterbury Road ROSELANDS
1		326874	Network Substation	651	Rogers Street 55 & Mccallum Street ROSELANDS
2		572447	Network Substation	652	Rose Street 29a PUNCHBOWL
1		559749	Network Substation	653	Rosebank Avenue 44 A Nr Armitree Street KINGSGROVE
Y		405645	Network Substation	656	Roseview Avenue 42 ROSELANDS
A		417614	Network Substation	657	Roslyn Street 86 ASHBURY
1		608072	Network Substation	658	Rossmore Avenue 107 Nr Canterbury Road PUNCHBOWL
3		561019	Network Substation	659	Second Avenue 58 - 64 CAMPSIE
2		356539	Network Substation	661	Shackel Avenue 1a KINGSGROVE
1		321178	Network Substation	666	South Parade Nr Beamish Street CAMPSIE
1		560101	Network Substation	667	Sproule Street 89a - 91 LAKEMBA
3		617707	Network Substation	669	The Walk 2a EARLWOOD
1		570491	Network Substation	670	Third Avenue 6a CAMPSIE
1		551490	Network Substation	671	Third Avenue 42a CAMPSIE
1		505939	Network Substation	672	Tusmore Street 38a PUNCHBOWL
1		540460	Network Substation	674	Unara Lane 1 CAMPSIE
11		596778	Network Substation	676	Wangee Road 60a LAKEMBA
11		571285	Network Substation	677	Wangee Road 78 - 80 LAKEMBA

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
11		581051	Network Substation	679	Wardell Road 70 - 74 EARLWOOD
466		596801	Network Substation	681	Washington Avenue 2 RIVERWOOD
A		402127	Network Substation	682	Wellington Road 2a Nr Homer Street EARLWOOD
1		370597	Network Substation	686	Wiggs Road 26a - 28 RIVERWOOD
1		236280	Network Substation	689	William Street 197 EARLWOOD
2		236280	Network Substation	689	William Street 197 EARLWOOD
2		209176	Network Substation	690	William Street 92 EARLWOOD
34		251772	Network Substation	692	Wirega Avenue 3 KINGSGROVE
B		399502	Network Substation	698	Wolli Avenue 2a & Bray Avenue EARLWOOD
Auto Consol		11679-144	Zone Substation	699	Ada Street 32 CONCORD
2		100697	Network Substation	700	Arthur Street 1a Nr Wellbank Street CONCORD
1		321453	Network Substation	703	Brays Road 40a & Van Hee Street CONCORD
19		620861	Network Substation	705	Broughton Street 1e Nr Parramatta Road CONCORD
81		554698	Network Substation	709	Bexley Road 33 - 35 EARLWOOD
1		514055	Zone Substation	713	Bonds Road 76 PUNCHBOWL
146		219457	Vacant Land	717	Ambleside Street 28a COLLARROY PLATEAU
1		521807	Network Substation	719	Clermont Street 1a NORTH STRATHFIELD
1		102651	Network Substation	721	Concord Road 108a & Napier Street NORTH STRATHFIELD

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		748005	Network Substation	722	Cooper Street 32a & Everton Street STRATHFIELD
22		561866	Network Substation	723	Corby Avenue 1a CONCORD
1		601106	Vacant Land	724	Cormiston Avenue 1a CONCORD
32		546204	Network Substation	727	Evelyn Avenue 2a CONCORD
A		382070	Zone Substation	728	George Street 31 CONCORD WEST
1		1629	Network Substation	730	George Street 40 A Nr Lemnos Street NORTH STRATHFIELD
1		607236	Network Substation	734	Greenlees Avenue 2a CONCORD
18		239579	Network Substation	740	Leeds Street 2a Nr Concord Road RHODES
69		243992	Network Substation	741	Marceau Drive 29a CONCORD
31	D	10188	Network Substation	742	Myall Street 48 & Quandong Street CONCORD WEST
10		576847	Network Substation	743	Norman Street 11a CONCORD
5		606747	Network Substation	744	Nullawarra Avenue 11 CONCORD WEST
1		320106	Network Substation	748	Parramatta Road 197 Nr Railway Street HOMEBUSH
1		320873	Network Substation	750	Stanley Street 7 Nr Burwood Road CONCORD
1		179878	Network Substation	751	Sydney Street 22 Nr Inverary Street CONCORD
1		318589	Network Substation	752	Trafalgar Parade 1a CONCORD
B		341524	Network Substation	753	Tripod Street 17b Nr Zoeller Street CONCORD
1		320043	Network Substation	758	Tenterfield Street 6a & Waratah Street NORTH STRATHFIELD