

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Infinity Property Agents (Ref: Michael Kurosawa) 38/112 McEvoy Street Alexandria NSW 2015 Email: mk@infinityproperty.com.au	Ph: 8986 4554 Mob: 0411 641 662
co-agent vendor	Ashay Sharma of 14A Franklyn Street Concord NSW 2137 and Anuj Sharma of 24 Lavender Street Five Dock NSW 2046 , as Executors for the estate of the late Anita Sharma and Bachan Kumar Sharma	
vendor's solicitor	Domain Legal Suite G01, 25-29 Berry Street North Sydney NSW 2060 PO Box 370 North Sydney NSW 2059 Email: george@domainlegal.com.au and marcella@domainlegal.com.au	Ph: 9929 2066 Ref: George Germanos
date for completion land (address, plan details and title reference)	Refer to Addiitonal Clause 33 day after the contract date (clause 15) Unit 1403, 35B Arncliffe Street Wolli Creek NSW 2205 Lot 101 in Strata Plan 72442 Folio Identifier 101/SP72442	
improvements	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies <input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input checked="" type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input type="checkbox"/> storage space <input type="checkbox"/> none <input type="checkbox"/> other:	
attached copies	documents in the List of Documents as marked or numbered: other documents:	

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

inclusions	<input type="checkbox"/> air conditioning	<input type="checkbox"/> clothes line	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood
	<input checked="" type="checkbox"/> blinds	<input type="checkbox"/> curtains	<input type="checkbox"/> insect screens	<input type="checkbox"/> solar panels
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input type="checkbox"/> ceiling fans	<input type="checkbox"/> EV charger	<input type="checkbox"/> pool equipment	<input type="checkbox"/> TV antenna
	<input checked="" type="checkbox"/> other: 2 x split airconditioning units and clothes dryer			
exclusions				
purchaser	P R O P O S E D			
purchaser's solicitor				
price	\$			
deposit	\$	(10% of the price, unless otherwise stated)		
balance	\$			
contract date	(if not stated, the date this contract was made)			

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify: _____

GST AMOUNT (optional) The price includes GST of: \$

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

VENDOR	PURCHASER
Signed by _____ Vendor _____ Vendor _____	Signed by _____ Purchaser _____ Purchaser _____
VENDOR (COMPANY)	PURCHASER (COMPANY)
Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: Signature of authorised person _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ Office held _____	Signed by _____ in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below: Signature of authorised person _____ Signature of authorised person _____ Name of authorised person _____ Name of authorised person _____ Office held _____ Office held _____
	GUARANTOR Signed by the guarantor in the presence of: _____ Guarantor _____ Guarantor _____ Witness

ChoicesVendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated Electronic Lodgment Network (ELN)** (clause 4): PEXA Exchange**Manual transaction** (clause 30)☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exception, in the space below):

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☒ NO ☐ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

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

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

Purchaser must make a **GSTRW payment**
(GST residential withholding payment)☒ NO ☐ yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – details

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

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of **GSTRW payment**: \$**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the **GSTRW rate** (residential withholding rate): \$Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

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

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

List of Documents

General

- ☒ 1 property certificate for the land
- ☒ 2 plan of the land
- ☐ 3 unregistered plan of the land
- ☐ 4 plan of land to be subdivided
- ☐ 5 document to be lodged with a relevant plan
- ☒ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
- ☐ 7 additional information included in that certificate under section 10.7(5)
- ☒ 8 sewerage infrastructure location diagram (service location diagram)
- ☒ 9 sewer lines location diagram (sewerage service diagram)
- ☒ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
- ☐ 11 *planning agreement*
- ☐ 12 section 88G certificate (positive covenant)
- ☐ 13 survey report
- ☐ 14 building information certificate or building certificate given under *legislation*
- ☐ 15 occupation certificate
- ☒ 16 lease (with every relevant memorandum or variation)
- ☒ 17 other document relevant to tenancies
- ☐ 18 licence benefiting the land
- ☐ 19 old system document
- ☐ 20 Crown purchase statement of account
- ☐ 21 building management statement
- ☒ 22 form of requisitions
- ☒ 23 *clearance certificate*
- ☒ 24 land tax certificate

Home Building Act 1989

- ☐ 25 insurance certificate
- ☐ 26 brochure or warning
- ☐ 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

- ☐ 28 certificate of compliance
- ☐ 29 evidence of registration
- ☐ 30 relevant occupation certificate
- ☐ 31 certificate of non-compliance
- ☐ 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

- ☒ 33 property certificate for strata common property
- ☒ 34 plan creating strata common property
- ☒ 35 strata by-laws
- ☐ 36 strata development contract or statement
- ☒ 37 strata management statement
- ☐ 38 strata renewal proposal
- ☐ 39 strata renewal plan
- ☐ 40 leasehold strata - lease of lot and common property
- ☐ 41 property certificate for neighbourhood property
- ☐ 42 plan creating neighbourhood property
- ☐ 43 neighbourhood development contract
- ☐ 44 neighbourhood management statement
- ☐ 45 property certificate for precinct property
- ☐ 46 plan creating precinct property
- ☐ 47 precinct development contract
- ☐ 48 precinct management statement
- ☐ 49 property certificate for community property
- ☐ 50 plan creating community property
- ☐ 51 community development contract
- ☐ 52 community management statement
- ☐ 53 document disclosing a change of by-laws
- ☐ 54 document disclosing a change in a development or management contract or statement
- ☐ 55 document disclosing a change in boundaries
- ☐ 56 information certificate under Strata Schemes Management Act 2015
- ☐ 57 information certificate under Community Land Management Act 2021
- ☐ 58 disclosure statement - off the plan contract
- ☐ 59 other document relevant to off the plan contract

Other

- ☐ 60

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

Strata Plus

Suite 2.01, 80 Cooper Street Surry Hills NSW 2010 (PO Box H181 Australia Square NSW 1215)

Ph: 02 8198 8500 Fax: -

Email: info@strataplus.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

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

WARNING—SMOKE ALARMS

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

WARNING—LOOSE-FILL ASBESTOS INSULATION

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

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

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

Cooling off period (purchaser's rights)

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

DISPUTES

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

AUCTIONS

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

WARNINGS

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

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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 If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

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

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

1.1	In this contract, these terms (in any form) mean –
<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a party as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the parties by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the parties' <i>Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice served by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 Normally, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must serve a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser serves a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
 - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
 - 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
 - bear equally any disbursements or fees; and
 - otherwise bear that party's own costs,
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
 - 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
 - 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must *within 7 days* of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
 - 4.7.2 create and *populate* an *electronic transfer*;
 - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
 - 4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 4.11.2 all certifications required by the *ECNL* are properly given; and
 - 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 5 Requisitions**
- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title – *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor – *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case – *within* a reasonable time.
- 6 Error or misdescription**
- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.
- 7 Claims by purchaser**
- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.
- 8 Vendor's rights and obligations**
- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition* *within* 14 days after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.
- 9 Purchaser's default**
- If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –
- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.
- 10 Restrictions on rights of purchaser**
- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
 - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

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

16 Completion**• Vendor**

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW* remittance payable;
 - *GSTRW* payment; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 Normally, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 served if it is served by the *party* or the *party's solicitor*;
 - 20.6.3 served if it is served on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 served if it is served in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 served if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 served on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 served at the earliest time it is served, if it is served more than once; and
 - 20.6.8 served if it is provided to or by the *party's solicitor* or an authorised *Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each party's knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each party consents to –
- 20.16.1 any party signing this contract electronically; and
- 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the parties.
- 20.17 Each party agrees that electronic signing by a party identifies that party and indicates that party's intention to be bound by this contract.

21 Time limits in these provisions

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

22 Foreign Acquisitions and Takeovers Act 1975

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

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
- 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the property' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The parties must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

• **Notices, certificates and inspections**

- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

• **Meetings of the owners corporation**

- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.
- 25 Qualified title, limited title and old system title**
- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must serve a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is served on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to serve the transfer until after the vendor has served a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
 27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
 27.4 If consent is refused, either *party* can *rescind*.
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind* *within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
 27.6 If consent is not given or refused –
 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
 27.7.1 under a *planning agreement*; or
 27.7.2 in the Western Division.
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
 28.3 If the plan is not registered *within* that time and in that manner –
 28.3.1 the purchaser can *rescind*; and
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind* *within* 7 days after either *party* *serves* notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind* *within* 7 days after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind* *within* 7 days after either *party* *serves* notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 • either *party* *serving* notice of the event happening;
 • every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Manual transaction**
- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
- 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
- 30.3 If any information needed for the transfer is not disclosed in this contract, the *vendor* must *serve* it.
- 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the *vendor* a direction signed by the purchaser personally for that transfer.
- 30.5 The *vendor* can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- **Place for completion**
- 30.6 *Normally*, the *parties* must complete at the completion address, which is –
- 30.6.1 if a special completion address is stated in this contract – that address; or
- 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place – that place; or
- 30.6.3 in any other case – the *vendor's solicitor's* address stated in this contract.
- 30.7 The *vendor* by reasonable notice can require completion at another place, if it is in NSW, but the *vendor* must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 30.8 If the purchaser requests completion at a place that is not the completion address, and the *vendor* agrees, the purchaser must pay the *vendor's* additional expenses, including any agency or mortgagee fee.
- **Payments on completion**
- 30.9 On completion the purchaser must pay to the *vendor* the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
- 30.10 *Normally*, the *vendor* can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 30.10.1 the amount is to be treated as if it were paid; and
- 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the *vendor* in any other case).
- 30.11 If the *vendor* requires more than 5 *settlement cheques*, the *vendor* must pay \$10 for each extra *cheque*.
- 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
- 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
- 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
- 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
- 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31 Foreign Resident Capital Gains Withholding**
- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
- 31.1.2 a *clearance certificate* in respect of every *vendor* is not attached to this contract.
- 31.2 If the *vendor* *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The *vendor* cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the *vendor* *serves* in respect of every *vendor* either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 5 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

UNIT 1403/35B ARNCLIFFE ST WOLLI CREEK NSW 2500

SOLICITOR'S CERTIFICATE

I, of
certify as follows:

- (a) I am a Solicitor currently admitted to practise in New South Wales.
- (b) I am giving this Certificate in accordance with Section 66W of the Conveyancing Act 1919 with reference to a Contract for the sale of property Unit 1403, 35B Arncliffe Street Wolli Creek NSW 2205 (Address) from Ashay Sharma and Anuj Sharma as Executors for the estate of the late Anita Sharma and Bachan Kumar Sharma (Vendor) to

(Purchaser)

 in order that there is no cooling off period in relation to that Contract.
- (c) I do not act for the Vendor and am not employed in the legal practice of a Solicitor acting for the Vendor nor am I a member or employee of a firm of which a Solicitor acting for the Vendor is a member or employee.
- (d) I have explained to the Purchaser:
 - (i) The effect of the Contract for the purchase of that property;
 - (ii) The nature of this Certificate;
 - (iii) The effect of giving this Certificate to the Vendor, i.e. that there is no cooling off period in relation to the Contract.

Dated:

.....Signature

33. Date for completion

33.1 When is completion due?

- A. Completion of this Contract is conditional upon the Vendor becoming the registered proprietor by transmission of the subject property.
- B. Completion shall take place on the **later of** -
 - (i) 42 days from the date of this Contract; or
 - (ii) no later than 14 days from the date the Vendor notifies the Purchaser that the Vendor has become the registered proprietor of the subject property.
- C. If the completion date falls on a date which is **between 22 December 2022 and 9 January 2023, then the completion date will be deferred to 27 January 2023.**
- D. In the event that the Vendor does not become the registered proprietor of the subject property within **6 months** from the date of this Contract, then either party may rescind this Contract by notice in writing served upon the other, whereupon the provisions of Clause 19 shall apply.

("date for completion").

34. Payment and investment of deposit

34.1 When deposit is payable

The deposit is payable on exchange of this Contract, **time being of the essence.**

34.2 Direction to depositholder

The Purchaser authorises the Vendor to direct the depositholder:

- (a) to invest the deposit as soon as possible after the Contract date with a bank nominated by the Vendor in an interest-bearing account at call in the depositholder's name as stakeholder in trust for the Vendor and the Purchaser; and
- (b) to withdraw the deposit and pay the interest earned in accordance with this clause 34.

34.3 If Contract completed

If this Contract is completed or is *rescinded* under a right to *rescind* given expressly by this Contract and neither *party* is in default, then the Vendor and the Purchaser are entitled to the interest earned on the deposit in equal shares.

34.4 Termination by Vendor

If the Vendor *terminates* this Contract because of the Purchaser's default, then the Vendor is entitled to all interest earned on the deposit.

34.5 Termination by Purchaser

If the Purchaser *terminates* this Contract because of the Vendor's default or *rescinds* it (except in the circumstances set out in clause 34.3 ("If Contract completed")), then the Purchaser is entitled to all interest earned on the deposit.

34.6 Bank charges

All bank charges, financial institutions duty, bank debit tax and similar taxes in connection with the investment of the deposit are to be deducted from the total interest on the deposit before the interest is paid under this clause 34.

34.7 Risk of deposit

The deposit is invested at the risk of the *party* who becomes entitled to it.

34.8 Tax file numbers

Each *party* must give the depositholder its tax file number on or before the date the deposit is invested, otherwise the depositholder will withhold tax on that party's share of interest on the deposit.

35. Interest and notice to complete
35.1 Completion after the date for completion

If the Purchaser completes this Contract but does not do so on or before the date for completion, then on completion:

- (a) the Purchaser must pay the Vendor interest on the balance of the price from but excluding the date for completion to and including the date of actual completion at the rate of 10% per annum; and
- (b) despite clause 14, adjustments are to be made as at the earliest of the date for completion and the date possession is given to the Purchaser.

35.2 Essential term

Payment of interest in accordance with this clause 35 is an essential term of this Contract. The Vendor does not have to complete this Contract unless the Purchaser pays interest payable under this clause 35.

35.3 When Vendor cannot complete

The Purchaser need not pay interest under this clause 35 or as long as the Purchaser is ready, willing and able to complete and completion cannot take place because the Vendor cannot complete.

35.4 Notice to complete

If either party does not complete this Contract on or before the date for completion, then the other party shall be entitled to make time of the essence of this Contract by issuing upon the other party a notice to complete the Contract within 14 days from the date of service of such notice (excluding the day on which that notice is served).

If a party is entitled to serve a notice to complete, then 14 days (excluding the day on which that notice is served) is a reasonable period to allow for completion in that notice.

36. Requisitions on title

36.1 Form of requisitions on title

The Purchaser agrees that the only form of requisitions on title the Purchaser may make under clause 5 is to be in the form of the requisitions on title annexed to this Contract.

36.2 Purchaser may make further requisitions

Nothing in this clause 36 prevents the Purchaser from making any requisitions on title not dealt with in the requisitions on title annexed to this Contract but must serve such additional requisitions within 7 days from the date of this Contract.

37. General

37.1 Present condition and Purchaser acknowledgement

The Property is sold in its present condition and the Purchaser acknowledges that he buys the Property relying on his own knowledge, inspection and enquiries and does not rely on any warranties or representations made by or on behalf of the Vendor and in particular as to any purpose for which the property may be used.

37.2 Incapacity

Should, prior to completion, either party die or become mentally ill, then the other party may rescind this Contract by notice in writing sent to the Solicitor named as the other party's Solicitor.

37.3 Bankruptcy etc

Should either party, prior to completion, be declared bankrupt or enter into any scheme or make any arrangement for the benefit of creditors or have a petition for the winding up of the other party presented or enter into any scheme of arrangement under Part 5.1 or Part 5.3A of the Corporation Law or should any liquidator, receiver or official manager be appointed in respect of the other party, that party shall be deemed to be in default hereunder.

38. Selling Agent

38.1 Selling Agent

The Purchaser warrants that except for the Estate Agent or Agents referred to in this Contract he has not been introduced to the Property or to the Vendor by any other Estate Agent or employee of another Estate Agent and agrees to indemnify and keep indemnified the Vendor against all claims, actions, suits, demands, costs and expenses in relation to a breach of this warranty. This Additional Clause shall not merge on Completion.

39 Representations and warranties negated

- 39.1 The Purchaser warrants that, unless otherwise stated in this Contract, it has not entered into this Contract in reliance on any statement, representation, promise or warranty made by the Vendor or on its behalf including without limitation any statement, representation, promise or warranty in respect of the nature or fitness or suitability for any purpose of the Property or any financial return or income to be derived from the Property.
- 39.2 The Purchaser expressly acknowledges and agrees that as at the date of this Contract the terms and conditions set out in this Contract contain the entire agreement in relation to the Property as concluded between the parties notwithstanding any negotiations or discussions held or documents signed or brochures produced or statements made to it prior to execution. The Purchaser further acknowledges that it has not been induced to enter into this Contract by any representation verbal or otherwise made by or on behalf of the Vendor which is not set out in this Contract.
- 39.3 The Purchaser has obtained appropriate independent advice on and is satisfied about:
- (a) the Purchaser's obligations and rights under this Contract; and
 - (b) the nature of the Property and the purposes for which the Property may be lawfully used; and
 - (c) the Purchaser's entitlement (if any) to claim income tax deductions under the Income Tax Assessment Act 1997 for depreciation of any plant or equipment in the Building or in connection with the cost of construction of the Building.

40. Inconsistency

If there is any inconsistency between these special conditions and the Printed Conditions, then these special conditions will prevail.

41. Electronic Communication Consent

- 41.1 The parties to this Contract agree that execution by them of a facsimile, email or other electronic copy of this Contract and a subsequent transmission of same, shall be deemed to be binding upon the parties as if it were an original signature. The parties agree to do such further acts and sign all necessary documents to give effect to this intention.
- 41.2 The parties to this Contract and the parties' solicitors and their agents consent to the transmission of documents by electronic communication methods, including email and facsimile transmission, pursuant to the *Electronic Transactions Act (2000) NSW*.
- 41.3 Contracts exchanged containing either electronic or original signatures create a valid and binding Contract, as if containing original signatures

42. Variations to the Printed Conditions

42.1 The printed conditions of this Contract are amended as follows:

- (a) clauses 6.2 and 6.3 are deleted;
- (b) clause 7.1.1 is amended by substituting "1%" in place of "5%" herein;
- (c) clause 7.1.3 is amended by substituting "7 days" in place of "14 days";
- (d) clause 7.2.1 is amended by substituting "1%" in place of "10%" herein;
- (e) clause 8.1.1 is amended by deleting "on reasonable grounds"; and
- (f) clause 8.1.3 is amended by substituting "7 days" in place of "14 days".

43. Residential Tenancy Agreement

- 43.1 The Property is sold subject to the Residential Tenancy Agreement ("Tenancy Agreement"), a copy of which is annexed to this Contract and marked with the letter "A".
- 43.2 The Purchaser acknowledges that before it entered into this Contract it inspected the Tenancy Agreement and it made all enquiries it required and satisfied itself fully in relation to all matters relating to the Tenancy Agreement.
- 43.3 The Purchaser has satisfied itself about the existing tenancy and cannot make a claim or requisition or rescind or terminate in respect of it.
- 43.4 The Vendor does not warrant that the Tenancy Agreement will be in force as at the completion date of this Contract.
- 43.5 The Purchaser cannot make a claim or requisition or rescind or terminate because the Tenant vacates the Property occupied by it at the Contract date before completion of this Contract:
- 43.5.1 on expiry of the Tenancy Agreement;
 - 43.5.2 following lawful termination of the tenancy by the Tenant or by the Vendor with the Purchaser's consent;
 - 43.5.3 by abandoning the Property in repudiation of the Tenancy Agreement.
- 43.6 The Vendor will not grant any new Tenancy Agreement in respect of any part of the Property which is vacant at the Contract date or which has become vacant before completion of this Contract, except with the prior written consent of the Purchaser which is not to be unreasonably withheld.

- 43.7 Excluded from the sale are any Tenants' fixtures and fittings and the Purchaser acknowledges that it relies entirely on its own inquiries in identifying them and cannot make a claim or requisition or rescind or terminate in relation to such items.
- 43.8 The Vendor will be entitled to call upon the Rental Bond in satisfaction of any amount owing to the Vendor and in that event:
- 43.8.1 the Vendor will notify the Purchaser of the amount due to the Vendor and the amount claimed by the Vendor from the Rental Bond; and
- 43.8.2 the Purchaser cannot make a claim or requisition or rescind or terminate this Contract.
- 43.9 Clause 24.3 of this Contract is deleted.
- 43.10 Notwithstanding clause 14 of this Contract, when adjusting the rent the Vendor will be entitled to deduct any fees and disbursements that the Vendor has paid to the managing agent for collection of the rent for the whole of the period to the which the rent payment relates.
- 43.11 The Purchaser shall not be entitled to make any objection, requisition or claim nor rescind or terminate, nor delay completion of this Contract in respect of anything referred to, described or disclosed in the Tenancy Agreement or this Additional Clause 43.

44. Intentionally Deleted

45. Guarantee

Guarantee and Indemnity

- 45.1 If the Purchaser is a corporation (other than a corporation listed on any Australian Stock Exchange) the Purchaser must procure the completion and execution of the following unconditional guarantee by two (2) natural persons over the age of eighteen (18) years who are directors of or substantial shareholders of the Purchaser ("the Guarantors").
- 45.2 The Guarantors:
- 45.2.1 give this guarantee and indemnity in consideration of the Vendor agreeing to enter into this Contract; and
- 45.2.2 acknowledge that the Vendor has given valuable consideration for this guarantee and indemnity.
- 45.3 The Guarantors unconditionally and irrevocably guarantee to the Vendor:
- 45.3.1 payment to the Vendor of all monies due to the Vendor under this Contract; and

- 45.3.2 the due and punctual performance by the Purchaser of all of its obligations under this Contract.
- 45.4 If the Purchaser does not pay any amount due to the Vendor on time and in accordance with the terms of this Contract, then the Guarantors agree to pay those monies to the Vendor on demand by the Vendor.
- 45.5 As an independent and principal obligation the Guarantors indemnify the Vendor against all liability or loss arising from, and any costs, charges or expenses incurred in connection with, or arising out of the failure of the Purchaser to make payment to the Vendor of all monies due to the Vendor under this Contract or the failure of the Purchaser to duly and punctually perform all or any of its obligations under this Contract.
- 45.6 The indemnity in the previous clause shall extend to any loss arising from any monies payable by the Purchaser under this Contract or from the Purchaser because of any circumstances whatsoever.
- 45.7 This Guarantee and Indemnity is a continuing security and extends to all monies payable under this Guarantee and Indemnity.
- 45.8 The Vendor need not make a demand on the Purchaser before making a demand on the Guarantors or any one of them. A demand on the Guarantors or any one of them may be made at any time and from time to time.
- 45.9 The Guarantors waive any right they have of first requiring the Vendor to proceed against or enforce any other right against the Purchaser or any other person including another of the Guarantors, before making any claim against the Guarantors under this Guarantee and Indemnity.
- 45.10 The liabilities of the Guarantors under this Guarantee and Indemnity of the Guarantors whether as guarantors or as principals are not affected by anything which might otherwise affect them at law or in equity including, without limitation, one or more of the following:
- 45.10.1 the Vendor or other person granting time or other indulgence to, compounding or compromising with or releasing the Purchaser; or
 - 45.10.2 acquiescence, delay, acts, omissions or mistakes on the part of the Vendor; or
 - 45.10.3 any variation or novation of a right of the Vendor, or alteration of this Contract or document, in respect of the Purchaser.
- 45.11 As long as any monies payable under this Guarantee and Indemnity remain unpaid the Guarantors may not, without the consent of the Vendor:
- 45.11.1 make claim or enforce a right against the Purchaser or its property; or
 - 45.11.2 prove in competition with the Vendor in any bankruptcy or liquidation of the Purchaser.
- 45.12 The Guarantors represent and warrant that:
- 45.12.1 their obligations under this Guarantee and Indemnity are valid and binding;

45.12.2 they do not enter into this Guarantee and Indemnity in the capacity of a trustee of any trust or settlement;

45.12.3 they are natural persons over the age of eighteen (18) years; and

45.12.4 they are directors of or substantial shareholders of the Purchaser.

45.13 This Additional Clause 45 is an essential term of this Contract.

GUARANTEE AGREEMENT

To: **Ashay Sharma and Anuj Sharma**

1. I/We,
 of
 and
 of
 aged respectively years and years
 are both directors or substantial shareholders of Pty Limited
 (the "Purchaser") which company is the Purchaser under this Contract.

2. In consideration of your agreeing to enter into this Contract with the Purchaser, we hereby jointly and severally unconditionally guarantee to you the obligations of the Purchaser under this Contract and the due performance of the Purchaser's obligations under this Contract and the due and punctual payment by the Purchaser of all monies due to be paid by the Purchaser under this Contract upon the terms set out in Additional Clause 45 of this Contract.

Dated:

SIGNED by)
 Guarantor

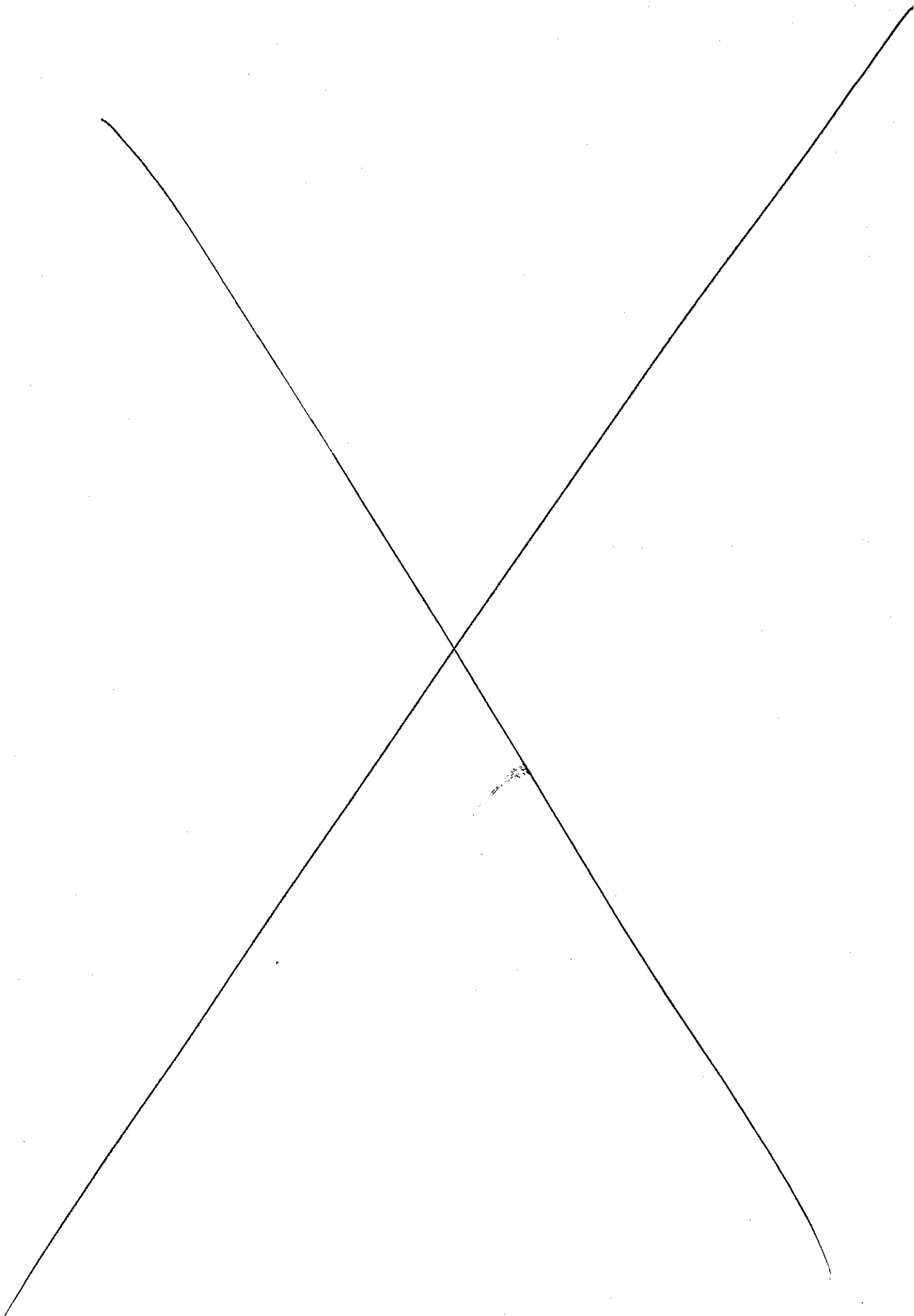
in the presence of:) SIGNED BY
 Witness

.....
 Witness – Print full name of witness

SIGNED by)
 Guarantor

in the presence of:) SIGNED BY
 Witness

.....
 Witness – Print full name of witness



Standard Form Residential Tenancy Agreement

Residential Tenancies Regulation 2019, Schedule 1, Clause 4(1)

IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the Agreement).

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

AGREEMENT

This Agreement is made on 12 / 07 / 2022 at: Infinity Property Agents NSW BETWEEN

LANDLORD

Insert name and telephone number or other contact details of Landlord(s).

Name/s: Bachan & Anita Sharma

Phone: _____ Mobile: _____

Email: _____

Other Contact Details: Infinity Property Agents - Phone: (02) 9699 9179, Email: rent@infinityproperty.com.au

If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides: _____

Note. The above details must be provided for landlord(s), including at least one contact method, whether or not there is a landlord's agent.

Address for service of notices (can be an Agent's business address): _____

Note. Business or Residential address must be provided for landlord(s) if there is no landlord's agent.

TENANT(S) (insert name of Tenant(s) and contact details)

Name/s: Bradley Peck

Address for service of notices (if not address of Residential Premises):

B1403/35 Arncliffe Street, Wolli Creek NSW 2205

Phone: _____ Mobile: 0419 419 080

Email: bpeck185@gmail.com

LANDLORD'S AGENT DETAILS (insert name of Landlord's Agent (if any) and contact details)

Name/s: Infinity Property Agents

Address: C/- Suite 38, 112-122 McEvoy Street

ACN: _____

Alexandria NSW 2015

ABN: 54 104 841 974

Phone: (02) 9699 9179

Mobile: _____

Email: rent@infinityproperty.com.au

Licence No.: 1415072

Licence Expiry: 30/11/2025

TERM OF AGREEMENT

The term of this Agreement is:

☐ 6 Months ☒ 12 Months ☐ 18 Months ☐ 2 Years ☐ 3 Years ☐ 5 Years

☐ Other (Please specify) _____

☐ Periodic (no end date)

starting on: 28 / 08 / 2022 and ending on: 27 / 08 / 2023 (cross out if not applicable)

Note. For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the Real Property Act 1900.

RESIDENTIAL PREMISES Note: insert any excluded items in the Other Additional Terms Item on the signature page

The residential premises are: **B1403/35 Arncliffe Street, Wolli Creek NSW 2205**

The residential premises include: (include any inclusions, for example, a parking space, garages or furniture provided. Attach additional pages if necessary.)

1 x Car Park, 2 x Air-con (Split), 1 x Dish washer, 1 x Dryer

No Storage

RENT/RENT INCREASE

The rent is: **\$3,215.48** per: **month** payable in advance starting on: **28 / 08 / 2022**

Note. Under section 33 of the Residential Tenancies Act 2010, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

Rent Increase 1: Then from: **/ /** pay: **/ /** per: **month**

Rent Increase 2: Then from: **/ /** pay: **/ /** per: **month**

Note. Where the fixed term tenancy is for a term of two years or more the above Rent Increases are not to be completed. See Clause 74.2.

The tenant must pay the rent in advance on the **By the Due Date** of every **month** (see Clause 4.2)

The method by which the rent must be paid:

(a) to: **Nil** at: **Nil**
by cash or Electronic Funds Transfer (EFT), or

(b) into the following account:

Account Name: **INFINITY PROPERTY AGENTS** Bank: **Macquarie Bank**

BSB: **182-222** Account No.: **303 101 281** Payment Reference: **28407872**

or any other account nominated by the landlord; or

(c) as follows: **NONE**

Note. The Landlord or Landlord's Agent must permit the Tenant to pay the rent by at least one means for which the Tenant does not incur a cost (other than bank fees or other account fees usually payable for the Tenant's transactions) (see Clause 4.1) and that is reasonably available to the Tenant.

RENTAL BOND (Cross out if there is not going to be a bond)

A rental bond of **\$ Held (\$2840)** must be paid by the Tenant on signing this Agreement. The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

☐ the landlord or another person, or

☐ the landlord's agent, or

☒ NSW Fair Trading through Rental Bonds Online.

Note. All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.

IMPORTANT INFORMATION

MAXIMUM NUMBER OF OCCUPANTS

No more than **1** persons may ordinarily live in the Premises at any one time.

Other people who will ordinarily live at the premises may be listed here: (cross out if not needed)

URGENT REPAIRS

Nominated tradespeople for urgent repairs:

Electrical Repairs: **Real Power - Harrison** Phone: **0426 885 821**

Plumbing Repairs: **NV Plumbing- Nick** Phone: **0404 966 411**

Building Repairs: Phone: **/ /**

Other Repairs: Phone: **/ /**

WATER USAGE

Will the Tenant be required to pay separately for water usage? ☐ Yes ☒ No If 'yes', see Clauses 12 and 13

UTILITIES

Is electricity supplied to the premises from an embedded network? ☒ Yes ☐ No

Is gas supplied to the premises from an embedded network? ☒ Yes ☐ No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

SMOKE ALARMS

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

☐ Hardwired smoke alarm ☒ Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? ☒ Yes ☐ No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

Alkaline V

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace? ☐ Yes ☐ No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? ☒ Yes ☐ No

STRATA BY-LAWS

Are there any strata or community scheme by-laws applicable to the residential premises? ☒ Yes ☐ No

If 'yes', see Clauses 38 and 39

GIVING NOTICES AND OTHER DOCUMENTS ELECTRONICALLY [OPTIONAL]

[Cross out if not applicable]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

[You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.]

Landlord

Does the landlord give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50.

Email Address: **agent@infinityproperty.com.au**

[Specify email address to be used for the purpose of serving notices and documents.]

Tenant

Does the tenant give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50.

Email Address: **bpeck185@gmail.com**

[Specify email address to be used for the purpose of serving notices and documents.]

CONDITION REPORT

A condition report relating to the condition of the premises must be completed by or on behalf of the Landlord before or when this Agreement is given to the tenant for signing.

If this Agreement is for premises already occupied by the tenant under a previous agreement, **the landlord and tenant agree** that the condition report, prepared for a tenancy agreement dated **17 / 01 / 2017** and entered into by the tenant, applies to this Agreement.

TENANCY LAWS

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this Agreement. Both the Landlord and the Tenant must comply with these laws.

STANDARD TERMS OF AGREEMENT

RIGHT TO OCCUPY THE PREMISES

1. **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under "Residential premises".

COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:
 - 2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
 - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

3. **The tenant agrees:**
 - 3.1 to pay rent on time, and
 - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
 - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. **The landlord agrees:**
 - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
 - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
 - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
 - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
 - 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
 - 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
 - 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
 - 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note. The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note. Section 42 of the *Residential Tenancies Act 2010* sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.
7. **The landlord and the tenant agree:**
 - 7.1 that the increased rent is payable from the day specified in the notice, and
 - 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
 - 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

8. **The landlord and the tenant agree** that the rent abates if the residential premises:
 - 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
 - 8.2 cease to be lawfully usable as a residence, or
 - 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. **The landlord agrees** to pay:
 - 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
 - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
 - 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and
- Note 1.** Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the *Residential Tenancies Regulation 2019*.
- Note 2.** Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.
- 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
 - 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
 - 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
 - 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
 - 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and
 - 10.9 the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. The tenant agrees to pay:

- 11.1 all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2 all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and

Note. Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.

- 11.3 all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4 all charges for pumping out a septic system used for the residential premises, and
- 11.5 any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6 water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:
 - 11.6.1 are separately metered, or
 - 11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note. *Separately metered* is defined in the *Residential Tenancies Act 2010*.

12. The landlord agrees that the tenant is not required to pay water usage charges unless:

- 12.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 12.4 the residential premises have the following water efficiency measures:
 - 12.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
 - 12.4.2 on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
 - 12.4.3 all showerheads have a maximum flow rate of 9 litres a minute,
 - 12.4.4 at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

13. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

POSSESSION OF THE PREMISES

14. The landlord agrees:

- 14.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:

- 15.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

- 16.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2 not to cause or permit a nuisance, and
- 16.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17. The tenant agrees:

- 17.1 to keep the residential premises reasonably clean, and
 - 17.2 to notify the landlord as soon as practicable of any damage to the residential premises, and
 - 17.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
 - 17.4 that it is the tenant's responsibility to replace light globes on the residential premises.
- #### 18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:
- 18.1 to remove all the tenant's goods from the residential premises, and
 - 18.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
 - 18.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
 - 18.4 to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and
 - 18.5 to make sure that all light fittings on the premises have working globes, and
 - 18.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note. Under section 54 of the *Residential Tenancies Act 2010*, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

- 19.1 to make sure that the residential premises are reasonably clean and fit to live in, and

Note 1. Section 52 of the *Residential Tenancies Act 2010* specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises:

- (a) are structurally sound, and
- (b) have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- (c) have adequate ventilation, and
- (d) are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
- (e) have adequate plumbing and drainage, and
- (f) are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- (g) contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2. Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

- (a) are in a reasonable state of repair, and
 - (b) with respect to the floors, ceilings, walls and supporting structures-are not subject to significant dampness, and
 - (c) with respect to the roof, ceilings and windows-do not allow water penetration into the premises, and
 - (d) are not liable to collapse because they are rotted or otherwise defective.
- 19.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and
- 19.5 not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6 to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7 that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

- 20. The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:
- 20.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and

- 20.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note. The type of repairs that are **urgent repairs** are defined in the *Residential Tenancies Act 2010* and are defined as follows-

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,
- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- (k) any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

- 21. The landlord agrees:**
- 21.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 21.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.
- 22. The tenant agrees** not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.
- 23. The landlord and the tenant agree:**
- 23.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

- 24. The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
- 24.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2 if the Civil and Administrative Tribunal so orders,
- 24.3 if there is good reason for the landlord to believe the premises are abandoned,
- 24.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,

- 24.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10 to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11 if the tenant agrees.
- 25. The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3 must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4 must, if practicable, notify the tenant of the proposed day and time of entry.
- 26. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
- 27. The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

- 28. The landlord agrees** that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.

Note. See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is published.

- 29. The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence, within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

- 30. The tenant agrees:**
- 30.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2 that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and

- 30.3 to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
- 31. The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note. The *Residential Tenancies Regulation 2019* provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

LOCKS AND SECURITY DEVICES

- 32. The landlord agrees:**
- 32.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 32.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.
- 33. The tenant agrees:**
- 33.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 33.2 to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.
- 34.** A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

- 35. The landlord and the tenant agree that:**
- 35.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and

- 35.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4 without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note. Clauses 35.3 and 35.4 do not apply to social housing tenancy agreements.

36. **The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:

- 37.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2 if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and
- 37.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5 if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

38. **The landlord agrees** to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 2015*.
39. **The landlord agrees** to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

MITIGATION OF LOSS

40. **The rules of law** relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

RENTAL BOND

[Cross out this clause if no rental bond is payable]

41. **The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:
- 41.1 details of the amount claimed, and
- 41.2 copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3 a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

42. The landlord agrees to:

- 42.1 ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2 conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3 install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4 install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5 engage an authorised electrician to repair or replace a hardwired smoke alarm, and
- 42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and
- 42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

Note 1. Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

Note 2. Clauses 42.2-42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note 3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the *Residential Tenancies Regulation 2019*.

Note 4. Section 64A of the Act provides that a smoke alarm includes a heat alarm.

43. The tenant agrees:

- 43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and
- 43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and
- 43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15-17 of the *Residential Tenancies Regulation 2019*.

Note. Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44. **The landlord and the tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. The regulations made under the *Environmental Planning and Assessment Act 1979* provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

SWIMMING POOLS

[Cross out this clause if there is no swimming pool]

- 45. The landlord agrees** to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises.

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) or in a community scheme (within the meaning of the *Community Land Development Act 1989*) and that strata or community scheme comprises more than 2 lots]

- 46. The landlord agrees** to ensure that at the time that this residential tenancy agreement is entered into:
- 46.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and
 - 46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.

Note. A swimming pool certificate of compliance is valid for 3 years from its date of issue.

LOOSE-FILL ASBESTOS INSULATION

- 47. The landlord agrees:**

- 47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or
- 47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

- 48. The landlord agrees** that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:
- 48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,
 - 48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,
 - 48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

- 49. The landlord agrees** that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

- 50. The landlord and the tenant agree:**
- 50.1 to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

- 50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and
- 50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and
- 50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

- 51. The tenant agrees** that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:
- 51.1 4 weeks rent if less than 25% of the fixed term has expired,
 - 51.2 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
 - 51.3 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
 - 51.4 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

- 52. The landlord agrees** that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

Note. Section 107 of the *Residential Tenancies Act 2010* also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms, and
- (b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2019* or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

- 53. The landlord agrees** that the tenant may keep the following animal on the residential premises [specify the breed, size etc]:

No Pets. In the event a pet has been approved by the landlord, the tenant must conduct pest control and carpet cleaning at their expense on vacate.

- 54. The tenant agrees:**
- 54.1 to supervise and keep the animal within the premises, and
 - 54.2 to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
 - 54.3 to ensure that the animal is registered and micro-chipped if required under law, and

- 54.4 to comply with any council requirements.
55. **The tenant agrees** to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.
- 56.1 **The tenant agrees:**
- (a) to have the residential premises fumigated, at the tenant's own expense, if the fumigation is required because animals have been kept on the residential premises during the tenancy.
 - (b) where there is any damage to the residential premises as a result of animals having been kept on the residential premises, to repair such damage at the tenant's own expense.
 - (c) to indemnify the landlord in respect of any damage to property or claims made as a result of damage to any person or property caused or arising from animals having been kept on the residential premises during the tenancy.
 - (d) when requested, to provide written evidence of compliance with Clauses 55, 56.1(a) and 56.1(b) to the landlord/landlord's agent.
- 56.2 **The tenant agrees** not to keep animals on the residential premises without obtaining the landlord's consent, as may be provided in the space allowed in clause 53 or otherwise and where such consent is provided, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises.

ADDITIONAL TERM - CONDITION REPORT

57. Where the landlord has in compliance with the *Residential Tenancies Act 2010* provided the tenant with the signed condition report and the tenant has not returned the condition report within 7 days after taking possession of the residential premises the tenant will be deemed to have accepted the condition report.
- 57.1 The condition report will form part of and be included in this agreement.
- 57.2 The tenant acknowledges that prior to signing this agreement, the tenant was provided with two physical copies (or one electronic copy) of any applicable condition report required to be provided to the tenant under the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - INSPECTIONS

- 58.1 The tenant will permit the landlord/landlord's agent, on entering the residential premises in accordance with Clause 24.5 (inspect the premises) of the Standard Terms, to record the condition of the residential premises by taking photos and/or videos. The photos or videos will be used to compare with any photos or videos taken in the preparation of the condition report provided to the tenant at the start of the tenancy. Such comparison is to assist in identifying any damage or defects that may arise during the tenancy. Photos or videos may not be used for advertising or any other purpose and copies will be provided to the tenant on request at no charge. Should the landlord/landlord's agent require photos or videos of the residential premises for any purpose other than as outlined above the landlord/landlord's agent must obtain the tenant's written authorisation.
- 58.2 Reasonable care will be taken to avoid including details of the tenant's personal property and effects in such photos or videos.

ADDITIONAL TERM - CARE AND USE OF PREMISES

59. **The tenant agrees**, in addition to the requirements of Clauses 16, 17 and 18 of this agreement:
- 59.1 they must only use the premises as their place of residence. Should the tenant wish to use the premises for a purpose other than or in addition to their place of residence (including but not limited to sub-letting), the tenant must first make a request in writing to the landlord. Any consent will be at the absolute discretion of the landlord, and if granted, must be in writing and may be subject to additional terms.
 - 59.2 to not paint, mark, affix posters, use nails, screws or adhesives, or in any way deface the premises (whether internally or externally) without first obtaining the prior written consent of the landlord.
 - 59.3 to place all household rubbish suitably bagged and wrapped in the bin provided by the local authority and to put the bin out for collection on the designated day for collection and to remove the bin to the premises as soon as practicable after it has been emptied and return it to its allotted place. Where bins are lost or stolen it is the tenant's responsibility to replace the bins at the tenant's cost.
 - 59.4 not to use any sink, basin, toilet, drain or like facility in or connected to the premises for other than their intended use or do anything that might damage or block the plumbing drainage or sewerage system on the premises.
 - 59.5 not to hang washing or other articles outside anywhere but the areas designated for this purpose.
 - 59.6 to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and lawn areas.
 - 59.7 keep the premises free of rodents, cockroaches and other vermin and to notify the landlord promptly of any vermin or pest infestation which, should the presence of such vermin or infestation have arisen due to act or neglect on the part of the tenant, shall be the tenant's responsibility to remedy.
 - 59.8 where a product, fixture or fitting provided with the premises has a warning label or safety instructions attached the tenant is not to deface, damage or remove such label.
 - 59.9 to properly look after and not alter or remove any landlord's property including fixtures, furniture, electrical and other appliance and equipment let with the premises and only to operate appliances or equipment in accordance with the manufacturer's instructions or landlord's directions.
 - 59.10 where a water efficiency device is installed on the premises, not to remove, modify, tamper with, or damage in any way (whether directly or indirectly) such device.
 - 59.11 not to affix any television antenna to the premises.
 - 59.12 not to maliciously or negligently damage the premises or any part of the premises.
 - 59.13 to replace cracked and/or broken glass where such breakage has arisen as a result of malicious damage or other action on the part of the tenant or it's guest/s.
 - 59.14 to replace any light bulbs and fluorescent tubes that have blown during the term of the tenancy.
 - 59.15 to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises.
 - 59.16 to notify the landlord of any infectious disease at the premises.
 - 59.17 where, for the purposes of Clause 43.1 of this agreement, the tenant becomes aware or suspects that any smoke alarm (or similar device) present in the residential premises is faulty, to promptly notify the landlord/landlord's agent.

ADDITIONAL TERM - SWIMMING POOL SAFETY AND MAINTENANCE

If Clause 45 is deleted this clause is not applicable.

60. Swimming Pool Safety and Maintenance

- 60.1 At the commencement of the tenancy, the landlord will:
- (a) handover the pool in a condition that is safe for use
 - (b) provide to the tenant a copy of the pool compliance certificate together with all relevant documentation and instructions on the use and maintenance of the swimming pool.
- 60.2 During the term of the tenancy:
- (a) the tenant must comply with all safety requirements of the *Swimming Pools Act 1992* in particular ensure:
 - (1) child-restraint barriers are in place and properly maintained,
 - (2) access gates and doors are securely closed at all times,
 - (3) at all times to maintain and not interfere with, move or obscure in any way warning notices and resuscitation signs in the immediate vicinity of the swimming pool,
 - (4) at all times, there are no climbable objects near the child-restraint barriers that would allow children to access the swimming pool.
 - (b) where a child-restraint barrier, warning sign or resuscitation sign is damaged and becomes ineffective the tenant must advise the landlord or the agent immediately.
 - (c) the tenant is responsible for general maintenance including:
 - (1) regular cleaning of filter baskets
 - (2) maintaining required water levels
 - (3) removing vegetation and other rubbish from the pool
 - (4) maintaining the pool water condition
 - (5) regular pool services
 - (6) payment of costs for all required pool chemicals
 - (7) advising the landlord or the agent immediately of any pool related problem.
- 60.3 Immediately prior to the end of the term of the tenancy the tenant will provide to the landlord or the agent:
- (a) opportunity to inspect the pool; and/or
 - (b) a pool condition report completed by a professional pool service company.
- The tenant is to return the pool in good order and condition as at the beginning of the tenancy.
- 60.4 The landlord is responsible for repair of the pool and repair or replacement of the pool equipment resulting from general wear and tear and for reasons beyond the tenant's control and responsibility however, the tenant will be responsible for any damage or want of repair arising from the tenant's failure to comply with its obligations.
- 60.5 If the tenant does not maintain the pool and pool equipment to the satisfaction of the landlord acting reasonably, the tenant will be in default and the landlord may seek to recover, in compliance with the Act, any loss or damage incurred.

ADDITIONAL TERM - RENTAL BOND

61. The parties agree the rental bond cannot be used for payment of the rent unless the landlord and tenant both agree in writing.

ADDITIONAL TERM - TERMINATION

62. On termination or expiration of the term the tenant agrees:
- (a) to deliver vacant possession in accordance with the termination notice; and
 - (b) to deliver up all keys and security devices; and

- (c) to advise as soon as possible of the tenants contact address.

63. The termination of this agreement by notice or otherwise shall not affect in anyway either party's right to compensation for breach of the terms of this agreement nor either party's obligations to comply with this agreement and the *Residential Tenancies Act 2010*.
64. Should a fixed term agreement for more than 3 years be terminated by the tenant (other than as permitted under the *Residential Tenancies Act 2010*) before the ending date:
- (a) the tenant will be required to pay rent until the tenant has moved out and handed back the keys; and
 - (b) the tenant may be liable to pay for the balance term of the tenancy, any loss of rent incurred by the landlord in re-letting the premises where the landlord/landlord's agent has taken reasonable steps to reduce or minimise rental losses; and
 - (c) the parties are not relieved from their obligations to mitigate any loss on termination; and
 - (d) the landlord may seek Tribunal orders for compensation, including out of pocket and other reasonable expenses, as provided by sections 187(1)(c) and (d) and 187(2) of the Act.
- 65.1 Acceptance by the landlord of payment of rent or other monies owing by the tenant after service of a notice of termination by the tenant will not amount to or be seen as a waiver of such notice or any of the landlord's rights under this agreement, the *Residential Tenancies Act 2010* or any other applicable law.
- 65.2 Where the tenancy is at an end and the tenant does not vacate the premises, the landlord is entitled to and expressly reserves the right to make an application to the Civil and Administrative Tribunal for vacant possession and/or compensation.

ADDITIONAL TERM - END OF TERM OR OCCUPANCY

66. The tenant will on vacating the premises:
- (a) Return all keys, keycards and other security devices (if any) and make good the cost of replacement should any of these items not be returned or be lost at any time.
 - (b) At the end of the tenancy have all carpets cleaned to a standard no less than the standard as provided by the landlord/landlord's agent at the start of the tenancy.
 - (c) Fair wear and tear excepted, repair damage to the premises arising or as a result of the tenant's or its guest's actions including damage (if any) caused by the tenant's pets.
 - (d) Remove all the tenant's property from the premises including rubbish and property on the premises not the property of the landlord.
 - (e) Leave the premises (including the grounds) in a neat and tidy condition.
 - (f) Fumigate as reasonably required if pets have been on the premises.
 - (g) Provide written evidence (eg. receipt, invoice) of compliance with the requirements of Clauses 66 (c) and (f) to the landlord/landlord's agent on or before vacating.
 - (h) Return all remote control devices in good working order and condition including batteries, and where not returned, make good the cost of replacement.

ADDITIONAL TERM - OCCUPANTS

67. Taking into account the provisions of Clause 17.3 of this agreement, all persons using the premises as occupants or otherwise must comply with the provisions of this agreement and the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - TELECOMMUNICATION SERVICES

68. On termination **the tenant agrees** to leave telecommunication services (for example telephone, internet, television or cable) and associated hardware, fittings and fixtures, in the same condition as at the start of the tenancy, and ensure (if required) the services continue, are transferred or terminated (as the landlord/agent may direct).
69. Prior to entering into this agreement the tenant must satisfy itself as to the availability and suitability of any telecommunication services and associated hardware, fixtures and fittings to the premises.
70. The landlord gives no warranty as to the provision or adequacy of such telecommunication services or as to the provision or serviceability of any hardware, fixtures and fittings in the premises relating to such services.

ADDITIONAL TERM - STATUTES AND BY-LAWS

71. The tenant will at all times comply with all applicable statutes, orders, regulations, by-laws (including by-laws referred to in Clauses 38 and 39 if applicable) and management statements relating to the premises including health and safety, noise or the tenant's occupation of the premises generally.

ADDITIONAL TERM - INSURANCE

72. The landlord is not responsible for insuring the tenant's own property.
73. **The tenant agrees** not to, by act or omission, either directly or indirectly, do anything which would:
- cause any increase in the premium of any insurance the landlord may have over the premises (or their contents); or
 - cause or expose the landlord to any claim on any such insurance policy; or
 - cause any such insurance policy to be invalidated.

ADDITIONAL TERM - RENT INCREASE DURING THE TERM

- 74.1 In the case of a fixed term agreement of less than 2 years the landlord and tenant agree, if a rent increase is stated in the rent/rent increase item on the second page of this agreement only then may the rent be increased during the term and such increase shall be as set out in the rent/rent increase item on the second page of this agreement.
- 74.2 In the case of a fixed term agreement of 2 years or more the landlord and the tenant agree, rent payable during the term may only be increased once in any period of 12 months and where the tenant has been given at least 60 days written notice before the increased rent is payable specifying the increased rent and the day from which it is payable.

ADDITIONAL TERM - PRIVACY

75. (a) The landlord's agent must comply with the provisions of the Australian Privacy Principles (*Privacy Act 1988 (CTH)*) and where required maintain a Privacy Policy.
- (b) The Privacy Policy outlines how the landlord's agent collects and uses Personal Information provided by you as the tenant, or obtained by other means, to provide the services required by you or on your behalf.
- (c) You as the tenant agree the landlord's agent may, subject to the *Privacy Act 1988 (CTH)* (where applicable), collect, use and disclose such information to:
- the landlord of the premises to which this agreement applies, insofar as such information is relevant to the managing and/or leasing of the premises; and/or

- residential tenancy databases for the purpose of enabling a proper assessment of the risk in providing you with the tenancy and if applicable listing tenancy agreement breaches (subject to the provisions of Part 11 Division 2 of the *Residential Tenancies Act 2010*); and/or
 - previous managing agents or landlords and nominated referees to confirm information provided by you; and/or
 - tradespeople and similar contractors engaged by the landlord/landlord's agent in order to facilitate the carrying out of works with respect to the premises; and/or
 - the landlord's insurance companies; authorised real estate personnel; courts and tribunals and other third parties as may be required by the landlord's agent relating to the administration of the premises and use of the landlord's agent's services; and/or
 - a utility connection provider where you request the landlord's agent to facilitate the connection and/or disconnection of your utility services; and/or
 - Owners Corporations.
- (d) Documents or copies of documents provided to establish the identity of the tenant or persons entitled to deal on behalf of the tenant, will be retained by the landlord's agent in accordance with the Australian Privacy Principles and will not be used for any purpose other than confirming the identity of such person/s.
- (e) Without provision of certain information the landlord's agent may not be able to act effectively or at all in the administration of this agreement.
- (f) The tenant has the right to access such Personal Information and may require correction or amendment of any inaccurate, incomplete, out of date or irrelevant information.
- (g) The landlord's agent will provide (where applicable), on request, a copy of its Privacy Policy.

ADDITIONAL TERM - DATA COLLECTION

76. Upon signing this agreement the parties agree the landlord's agent, and the form completion service provider providing this form, may without disclosing Personal Information collect, use and disclose to Data Collection Agencies information contained in this agreement.

ADDITIONAL TERM - RELATED DOCUMENTS / NOTICES / ELECTRONIC COMMUNICATIONS

77. (a) The parties agree and confirm any documents and communications in relation to this Agreement may, subject to clause 50, be forwarded electronically and where this document has been forwarded electronically (either for signing or otherwise) the party receiving the document confirms having consented to the delivery of the document (and any other materials) by way of the electronic means of delivery before receiving the documentation.
- (b) A Related Document to be served on any party under this Tenancy Agreement shall be in writing and may be served on that party:
- by delivering it to the party personally; or
 - by leaving it for the party at that party's address as stated in this Tenancy Agreement; or
 - by posting it to the party by ordinary mail or security mail as a letter addressed to the party at the address as stated in this Tenancy Agreement; or

- (4) by email, where the party has given express consent in accordance with clause 50; or
- (5) by delivery to an alternative address, provided in writing by the party, by any of the methods outlined in Clauses 77(b)(1) to (4) above.
- (c) A document posted shall be deemed to have been served, unless the contrary is shown, at the time when, by the ordinary course of post, the document would be delivered.
- (d) A document sent by electronic communication will be deemed to have been received in accordance with Section 13A of the *Electronic Transactions Act 2000 (NSW)*.
- (e) Documents given by a party's solicitor will be deemed to have been given by and with the authority of the party.
- (f) Documents must be served before 5pm on a business day, failing which, such document will be deemed to have been served on the next business day.
- (g) The parties acknowledge and agree an Electronic Document readily accessible via a link within a Related Document is received when the Related Document is served and will be opened when the Related Document is opened.
- (h) The parties agree to execution, delivery and service of documents electronically by a method provided by DocuSign or such other agreed electronic signature service provider.

- (9) **residential premises** means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.
- (10) **tenancy** means the right to occupy residential premises under this agreement.
- (11) **tenant** means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. CONTINUATION OF TENANCY (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4). Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. ENDING A FIXED TERM AGREEMENT

If this agreement is a fixed term agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. ENDING A PERIODIC AGREEMENT

If this agreement is a periodic agreement, it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. OTHER GROUNDS FOR ENDING AGREEMENT

The *Residential Tenancies Act 2010* also authorises the landlord and the tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. WARNING

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

NOTES

1. DEFINITIONS

In this agreement:

- (1) **data collection agency** means an agency or organisation that collects real estate data to provide information to the real estate, finance and property valuation industries to enable data analysis.
- (2) **electronic document** means any electronic communication (including Notices) as defined in the *Electronic Transactions Act 2000 (NSW)* including any electronically generated document situated on an external server readily accessible via a link within an electronic communication or other electronically generated document.
- (3) **landlord** means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.
- (4) **landlord's agent** means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:
 - (a) the letting of residential premises, or
 - (b) the collection of rents payable for any tenancy of residential premises.
- (5) **LFAI Register** means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.
- (6) **personal information** means personal information as defined in the *Privacy Act 1988 (CTH)*.
- (7) **related document** means any written communication (including Notices) with regard to this matter between the parties, including any Electronic Documents.
- (8) **rental bond** means money paid by the tenant as security to carry out this agreement.

OTHER ADDITIONAL TERMS

Additional Terms to this Agreement where inserted at the direction of either party were prepared by that party or an Australian Legal Practitioner under instruction from the party and not from the Agent. No warranty is given by the Agent with respect to such Additional Terms. Legal advice should be sought.


The tenant/s acknowledge/s and agree/s in accordance with the Residential Tenancies Act 2010 Additional Terms - Clause 11 to 77 are all application and highlight sections for emphasis.

- Clause 11.6 The tenant agrees to pay water usage charges if the residential premises are separately metered.
- Clause 17.1 to keep the residential premises reasonably clean
- Clause 56.2 The tenant agrees to not keep animals on the residential premises without obtaining the landlords consent, Where such consent is provide, the provisions of clauses 53, 54, 55 and 56.1 will apply to all animals kept on the premises. Both pest control and carpet cleaning will be required at vacate at the tenants expenses - invoices will be required.
- Clause 59.4 to maintain all garden areas including watering trees and other plants, to mow the lawn and remove garden rubbish (including pet waste) from the garden and laws areas.
- Clause 59.11 to replace any light bulbs and fluorescent tubes that have blown during the tenancy.
- Clause 59.12 to take all reasonable steps to prevent the occurrence of mould or dampness in or about the premises and will advise the landlord promptly of the occurrence of mould and dampness at the premises. Including but not limited to; clean mould off grout, especially behind sinks, showers, between tiles in wet areas.
- Clause 70 The landlord gives no warrant as to the provision of adequacy of such telecommunication services or as to the provision of serviceability of fittings in the premises relating to such services.

SIGNATURES


THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note. Section 9 of the Electronic Transactions Act 2000 allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the Electronic Transactions Act 2000.


SIGNED BY THE LANDLORD:  Date: 13/07/2022
(Signature of landlord or landlord's agent on behalf of the landlord)

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

SIGNED BY THE LANDLORD:  Date: 13/07/2022
(Signature of landlord or landlord's agent on behalf of the landlord)

Note. May only be signed by the Landlord's Agent where the Landlord has first provided a signed Landlord's Information Statement Acknowledgement.

SIGNED BY THE TENANT:  Date: 12/07/2022
(Signature of tenant)

SIGNED BY THE TENANT (2): _____ Date: / /
(Signature of tenant 2)

SIGNED BY THE TENANT (3): _____ Date: / /
(Signature of tenant 3)

SIGNED BY THE TENANT (4): _____ Date: / /
(Signature of tenant 4)

TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

SIGNED BY THE TENANT/S: This has already been provided at the commencement of the original term of the tenancy. Date: / /
(Signatures of tenants)

For information about you rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

STRATA TITLE (RESIDENTIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: Ashay Sharma and Anuj Sharma as executors of the estate of the late Anita Sharma & Bachan Kumar Sharma
Purchaser:
Property: Unit 1403, 35B Arncliffe Street Wolli Creek MNSW 2205
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What are the nature and provisions of any tenancy or occupancy?
 - (b) If they are in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) All rent should be paid up to or beyond the date of completion.
 - (e) Please provide details of any bond together with the Rental Bond Board's reference number.
 - (f) If any bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
4. Is the Property affected by a protected tenancy (tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
5. If the tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

6. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
7. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015* (NSW) (Act).
8. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
9. When and where may the title documents be inspected?
10. Are any chattels or fixtures subject to any hiring or leasing agreement or charge or to any security interest under the *Personal Property Securities Act 2009* (Cth)? If so, details must be given and all indebtedness cleared and title transferred unencumbered to the vendor prior to completion.

Adjustments

11. All outgoings referred to in clause 14.1 and 23.5 to 23.7 (inclusive) of the Contract must be paid up to and including the date of completion.
12. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
13. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.

Survey and building

14. Subject to the Contract, the survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
15. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
16. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures on the Property? If so, it should be handed over on completion. Please provide a copy in advance.

- (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of the *Environmental Planning and Assessment Act 1979* (NSW) for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 7 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
 - (h) Have any actions been taken, including any notices or orders, relating to any building or building works under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) or have any undertakings been given by any developer under that Act? Any outstanding obligations should be satisfied by the vendor prior to completion.
17. Is the vendor aware of any proposals to:
- (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?
 - (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 18.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the Council or any other authority concerning any development on the Property or the common property?
 - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property or the common property? If so please provide details and indicate if there are any proposals for amendment or revocation?
19. In relation to any swimming pool on the Property or the common property:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 20.
- (a) Is the vendor aware of any dispute regarding boundary or dividing fences in the strata scheme?
 - (b) Is the vendor aware of any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW) or the *Encroachment of Buildings Act 1922* (NSW) affecting the strata scheme?
- Affectations, notices and claims**
21. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use of them other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any rights appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.

- (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?
 - (v) the existence of any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass or polyethylene or other flammable or combustible material such as cladding?
 - (e) If the Property or common property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 22.
- (a) If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (ii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

23. Are there any applications made, proposed or threatened, whether by an owner of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
24. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
25. Are there any:
- (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority,
- affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
26. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
27. Has the vendor made any complaints or been the subject of any complaints arising out of noise affecting the Property or emanating from the Property?
28. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:
- (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme (including a strata renewal proposal)?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

29. Has the initial period expired?
30. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
31. If the Property includes a utility lot, please specify the restrictions.
32. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
33. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term of each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
34. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
35. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
36. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the *Strata Schemes Management Act 2015* (NSW)? If so, has the memorandum been modified? Please provide particulars.
37. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?
38. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have they been consolidated? If so, please provide particulars.
39. Are there any pending proposals to amend or repeal the current by-laws or to add to them?

40. Are there any proposals, policies or by-laws in relation to the conferral of common property rights or which deal with short term rental accommodation arrangements?
41. If not attached to the Contract, a strata information certificate under Section 184 of the *Strata Schemes Management Act 2015* (NSW) should be served on the purchaser at least 7 days prior to completion.
42. Has the Owners Corporation met all of its obligations under the *Strata Schemes Management Act 2015* (NSW) relating to:
 - (a) insurances;
 - (b) fire safety;
 - (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
43. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount of it been made?
44. Has an internal dispute resolution process been established? If so, what are its terms?
45. Has the Owners Corporation complied with its obligation to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

46. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

47. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
48. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
49. If any document required for completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
50. If the vendor holds a certificate of title, it must be delivered to the purchaser immediately after completion or as directed by the purchaser, in accordance with the Contract.
51. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.
52. The purchaser reserves the right to make further requisitions prior to completion.
53. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

54. If the Contract is an off the plan contract:
 - (a) Is the vendor aware of any inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) Has any developer provided to the Secretary of the Department of Customer Services an expected completion notice under the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) for all the buildings in the strata plan? If so, when was it made?
 - (c) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (d) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licensed conveyancer or law practice.



MR ASHAY SHARMA
93 HILLY ST
MORTLAKE NSW 2137

Our reference: 7131178114166

Phone: 13 28 66

18 July 2022

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello ASHAY,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410684923057
Vendor name	ASHAY SHARMA
Clearance Certificate Period	15 July 2022 to 17 July 2023

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign
resident capital gains withholding
at ato.gov.au/FRCGW

CONTACT US

In Australia? Phone us on
13 28 66

If you're calling from overseas,
phone **+61 2 6216 1111** and ask
for **13 28 66** between 8:00am
and 5:00pm Australian Eastern
Standard time, Monday to Friday.



MR ANUJ SHARMA
24 LAVENDER ST
FIVE DOCK NSW 2046

Our reference: 7133076381923

Phone: 13 28 66

23 September 2022

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello ANUJ,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410723555495
Vendor name	ANUJ SHARMA
Clearance Certificate Period	23 September 2022 to 26 September 2023

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign
resident capital gains withholding
at ato.gov.au/FRCGW

CONTACT US

In Australia? Phone us on
13 28 66

If you're calling from overseas,
phone **+61 2 6216 1111** and ask
for **13 28 66** between 8:00am
and 5:00pm Australian Eastern
Standard time, Monday to Friday.

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

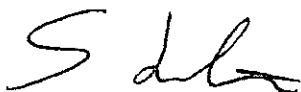
Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value
S72442/101	Unit 1403, 35B ARNCLIFFE ST WOLLI CREEK 2205	\$170 280

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2022 tax year.

Yours sincerely,



Scott Johnston

Chief Commissioner of State Revenue

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.



LAND
REGISTRY
SERVICES

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

Title Search

Information Provided Through
Spectrum Client Solutions
Ph. 9223 6998 Fax. 9223 7114

FOLIO: 101/SP72442

SEARCH DATE	TIME	EDITION NO	DATE
18/10/2022	12:57 PM	5	14/9/2022

LAND

LOT 101 IN STRATA PLAN 72442
AT ARNCLIFFE
LOCAL GOVERNMENT AREA BAYSIDE

FIRST SCHEDULE

BACHAN KUMAR SHARMA
ANITA SHARMA
AS JOINT TENANTS

(T AA798286)

SECOND SCHEDULE (1 NOTIFICATION)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP72442

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

MS:10661 Sharma

PRINTED ON 18/10/2022

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 95B(2) of the Real Property Act 1900.



FOLIO: CP/SP72442

SEARCH DATE	TIME	EDITION NO	DATE
18/10/2022	12:57 PM	7	27/4/2021

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 72442
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT ARNCLIFFE
LOCAL GOVERNMENT AREA BAYSIDE
PARISH OF ST GEORGE COUNTY OF CUMBERLAND
TITLE DIAGRAM SP72442

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 72442
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- STRATA PLUS PTY LTD
PO BOX H181
AUSTRALIA SQUARE 1215

SECOND SCHEDULE (24 NOTIFICATIONS)

- 1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 2 THE LAND ABOVE DESCRIBED IS LIMITED IN STRATUM IN THE MANNER DESCRIBED IN DP1066102
- 3 ATTENTION IS DIRECTED TO THE STRATA MANAGEMENT STATEMENT FILED WITH SP72445
- 4 EASEMENT FOR SUBJACENT AND LATERAL SUPPORT AND EASEMENT FOR SHELTER IMPLIED BY SECTION 8AA STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973. SEE SP72445
- 5 DP1064374 EASEMENT TO DRAIN WATER 1 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1064374
- 6 DP1064374 EASEMENT FOR EMERGENCY EGRESS 2.05 WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP1064374 POSITIVE COVENANT REFERRED TO AND NUMBERED (4) IN THE S.88B INSTRUMENT
- 8 DP1064374 EASEMENT FOR ENCROACHING STRUCTURE(S) 2.05 METRE(S) WIDE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 DP1064374 POSITIVE COVENANT REFERRED TO AND NUMBERED (6) IN THE S.88B INSTRUMENT
- 10 AA508001 LEASE TO AUSGRID (SEE AJ106995) OF SUBSTATION NO.10888 TOGETHER WITH A RIGHT OF WAY & EASEMENT FOR ELECTRICITY PURPOSES OVER ANOTHER PART OF THE LAND ABOVE DESCRIBED SHOWN IN PLAN WITH AA508001. EXPIRES: 31/1/2054.

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP72442

PAGE 2

SECOND SCHEDULE (24 NOTIFICATIONS) (CONTINUED)

- AK971351 LEASE OF LEASE AA508001 TO BLUE ASSET PARTNER PTY LTD, ERIC ALPHA ASSET CORPORATION 1 PTY LTD, ERIC ALPHA ASSET CORPORATION 2 PTY LTD, ERIC ALPHA ASSET CORPORATION 3 PTY LTD & ERIC ALPHA ASSET CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE 2.3 (b) (ii)
- AK971352 LEASE OF LEASE AK971351 TO BLUE OP PARTNER PTY LTD, ERIC ALPHA OPERATOR CORPORATION 1 PTY LTD, ERIC ALPHA OPERATOR CORPORATION 2 PTY LTD, ERIC ALPHA OPERATOR CORPORATION 3 PTY LTD & ERIC ALPHA OPERATOR CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE 12.1
- AK971502 MORTGAGE OF LEASE AK971351 TO ANZ FIDUCIARY SERVICES PTY LTD
- AK971571 CHANGE OF NAME AFFECTING LEASE AA508001 LESSEE NOW ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION
- 11 DP1064374 RIGHT OF CARRIAGEWAY 5.43,6.83 & 7.09 METRE(S) WIDE AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1064374
- 12 DP1066102 EASEMENT FOR SUPPORT & SHELTER AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1066102
- 13 DP1066102 EASEMENT FOR SUPPORT & SHELTER APPURTENANT TO THE LAND ABOVE DESCRIBED
- 14 DP1066102 EASEMENT FOR SERVICES AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1066102
- 15 DP1066102 EASEMENT FOR SERVICES APPURTENANT TO THE LAND ABOVE DESCRIBED
- 16 DP1066102 RIGHT OF CARRIAGEWAY VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1066102
- 17 DP1066102 RIGHT OF CARRIAGEWAY VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 18 DP1066102 EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1066102
- 19 DP1066102 EASEMENT FOR RECREATIONAL USE (1) VARIABLE WIDTH APPURTENANT TO THE LAND ABOVE DESCRIBED
- 20 DP1066102 EASEMENT FOR RECREATIONAL USE (2) VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1066102
- 21 DP1066102 EASEMENT FOR RECREATIONAL USE (3) VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1066102
- 22 DP1066102 EASEMENT FOR ACCESS VARIABLE WIDTH AFFECTING THE PART(S) SHOWN SO BURDENED IN DP1066102
- 23 AN98902 INITIAL PERIOD EXPIRED
- 24 AQ990004 CONSOLIDATION OF REGISTERED BY-LAWS

END OF PAGE 2 - CONTINUED OVER

MS:10661 Sharma

PRINTED ON 18/10/2022

FOLIO: CP/SP72442

PAGE 3

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 10000)

STRATA PLAN 72442

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 -	113	2 -	73	3 -	73	4 -	78
5 -	92	6 -	92	7 -	92	8 -	71
9 -	68	10 -	83	11 -	77	12 -	87
13 -	91	14 -	84	15 -	84	16 -	88
17 -	91	18 -	86	19 -	72	20 -	86
21 -	86	22 -	86	23 -	86	24 -	86
25 -	126	26 -	126	27 -	88	28 -	88
29 -	88	30 -	88	31 -	88	32 -	99
33 -	90	34 -	74	35 -	90	36 -	90
37 -	90	38 -	90	39 -	101	40 -	92
41 -	91	42 -	91	43 -	91	44 -	91
45 -	91	46 -	103	47 -	93	48 -	93
49 -	77	50 -	93	51 -	93	52 -	93
53 -	93	54 -	104	55 -	95	56 -	95
57 -	95	58 -	95	59 -	95	60 -	95
61 -	106	62 -	97	63 -	98	64 -	82
65 -	98	66 -	98	67 -	98	68 -	98
69 -	109	70 -	99	71 -	100	72 -	100
73 -	100	74 -	100	75 -	100	76 -	112
77 -	103	78 -	102	79 -	86	80 -	102
81 -	102	82 -	102	83 -	102	84 -	114
85 -	104	86 -	104	87 -	104	88 -	104
89 -	104	90 -	104	91 -	115	92 -	106
93 -	134	94 -	106	95 -	106	96 -	106
97 -	106	98 -	117	99 -	108	100 -	122
101 -	129	102 -	130	103 -	183		

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

MS:10661 Sharma

PRINTED ON 18/10/2022

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STRATA CERTIFICATE

SURVEYOR'S CERTIFICATE

DEAN LYNNE
 Being notified that the requirements of the Strata Scheme (Precedent Development) Act 1973 and the Strata Scheme (Precedent Development) Regulations 1973 have been complied with, I hereby certify that the plan is consistent with the provisions of the Act and the Regulations.

The Council have not object to the encroachment of the building beyond the original lot.

The Council have not object to the encroachment of the building beyond the original lot.

The Council have not object to the encroachment of the building beyond the original lot.

The Council have not object to the encroachment of the building beyond the original lot.

The Council have not object to the encroachment of the building beyond the original lot.

The Council have not object to the encroachment of the building beyond the original lot.

ANDREW P. MASON
 of FRANK M. MASON & CO. PTY. LTD.
 DX 3511 MILSON'S POINT

such as to be required by the Strata Scheme (Precedent Development) Act 1973 and the Strata Scheme (Precedent Development) Regulations 1973.

(2) The building encroaches on a public place.
 (a) The building encroaches on a public place.
 (b) The building encroaches on a public place.

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

Signature: **Andrew Mason**
 Date: **2.04.2004**

THIS IS SHEET 1 OF MY PLAN IN 21 SHEETS

PLAN OF SUBDIVISION OF LOT 2 DP 1066102

L.G.A. ROCKDALE Suburb/Locality: ARNCLIFFE

Parish: ST GEORGE County: CUMBERLAND

Registered: **LS 1352004**
 Purpose: STRATA PLAN
 Ref. Map: U0937-22
 Last Plan: DP 1066102

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

THE OWNERS
 STRATA PAN No 72442
 35 ARNCLIFFE STREET
 WOLLI CREEK NSW 2205

FOR LOCATION PLAN SEE SHEETS 2-5

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants

THIS PLAN INCORPORATES A STRATA MANAGEMENT STATEMENT OF 50 PAGES, FILED WITH SP 72445

PERCERON HOLDINGS PTY LIMITED

Director **John Wilson**
 KAO 082729520

MACQUARIE AUSTRALIA MANAGEMENT SERVICES PTY LIMITED

THE COMMON SEAL OF MACQUARIE AUSTRALIA MANAGEMENT SERVICES PTY LIMITED WAS HEREUNTO AFFIXED IN ACCORDANCE WITH THE COMPANY'S CONSTITUTION.

ARNCLIFFE DEVELOPMENT PTY LIMITED

Director **Graeme Wilson**
 KAO 0814728971

Dennis Leong
 COMPANY SECRETARY



Graeme Wilson
 Director

SCHEDULE OF UNIT ENTITLEMENT

LOT	UE
1	113
2	73
3	73
4	78
5	92
6	92
7	92
8	71
9	68
10	83
11	87
12	87
13	91
14	84
15	84
16	88
17	91
18	86
19	72
20	86
21	86
22	86
23	86
24	86
25	126
26	126
27	88
28	88

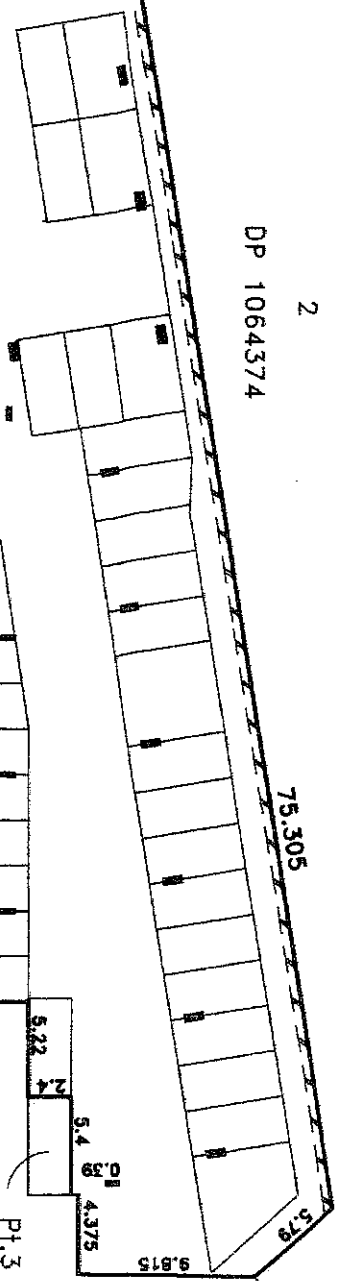
LOT	UE
29	88
30	88
31	88
32	99
33	90
34	74
35	90
36	90
37	90
38	90
39	101
40	92
41	91
42	91
43	91
44	91
45	91
46	103
47	95
48	93
49	77
50	93
51	93
52	93
53	93
54	104
55	95
56	95

LOT	UE
57	95
58	95
59	95
60	95
61	106
62	97
63	98
64	82
65	98
66	98
67	98
68	98
69	109
70	99
71	100
72	100
73	100
74	100
75	100
76	112
77	103
78	102
79	86
80	102
81	102
82	102
83	102
84	114

LOT	UE
85	104
86	104
87	104
88	104
89	104
90	104
91	115
92	106
93	134
94	106
95	106
96	106
97	106
98	117
99	108
100	122
101	129
102	130
103	183
AGG	10000

2
DP 1064374

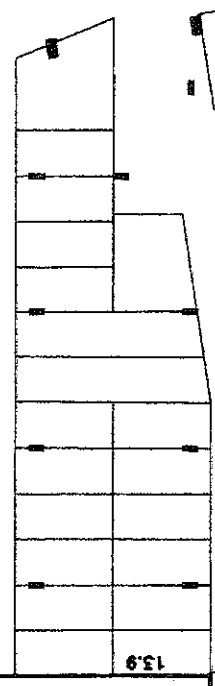
SP72442



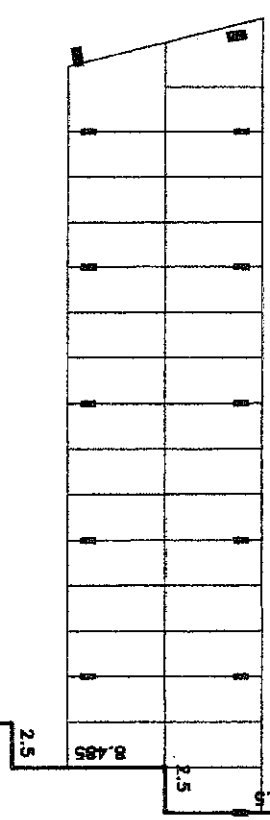
Pt.2

DP 1066102

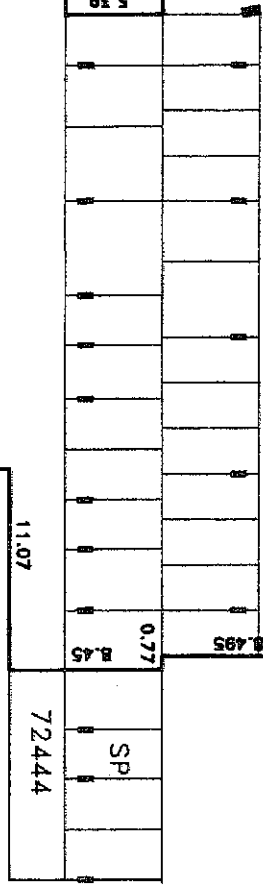
Pt.3



7.425
Pt.3
DP 1066102
10.505
7.445
10.71



10.785
Pt.3
DP 1066102
8.985
5.38
0.73
5.58
5.38
16.35



72444

SP

47.82

8.605

(106.325)

(4.165)

ARNcliffe

STREET

Reduction Ratio 1:300

Lengths are in metres

LOCALITY SKETCH
BASEMENT LEVEL CARPARKING

NOTES:
1. SEE DP 1064374 & DP 1066102 FOR EASEMENTS,
RIGHTS OF CARRIAGEWAY AND STRATUM
BOUNDARY DETAILS.

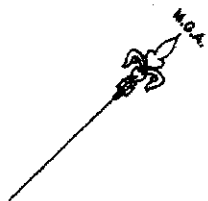
Richard Moore
Registered Surveyor

Authorised person/General Manager/Authorised Certifier

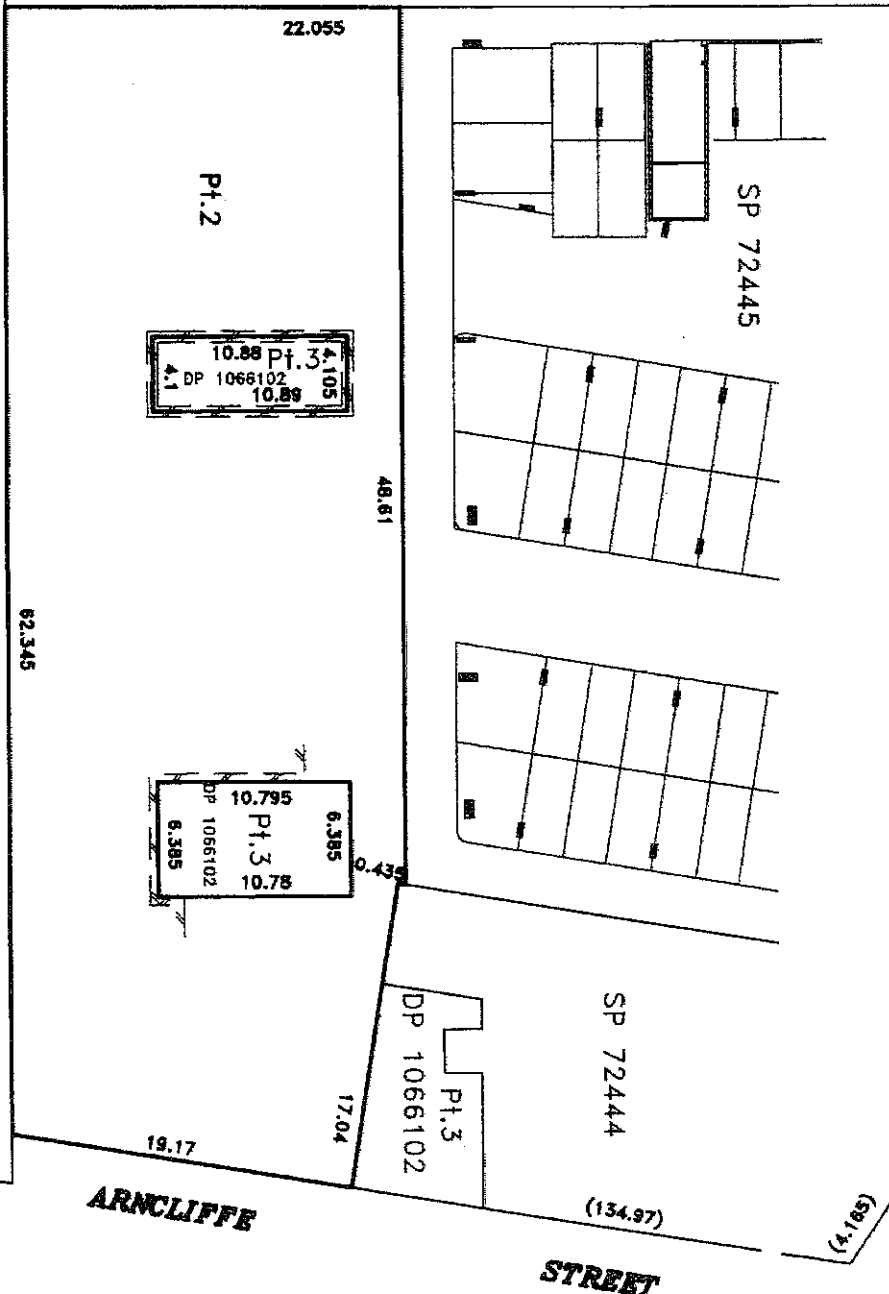
SURVEYOR'S REFERENCE: 295275P2



SP72442



2
DP 1064374



GROUND LEVEL LOCALITY SKETCH
(CAR PARKING LEVEL)

NOTES:

1. SEE DP 1064374 & DP 1066102 FOR EASEMENTS, RIGHTS OF CARRIAGEWAY AND STRATUM BOUNDARY DETAILS.
2. DENOTES BOUNDARY IS FACE OF WALL.
3. DENOTES BOUNDARY IS CENTRELINE OF WALL.

Reduction Ratio 1:300

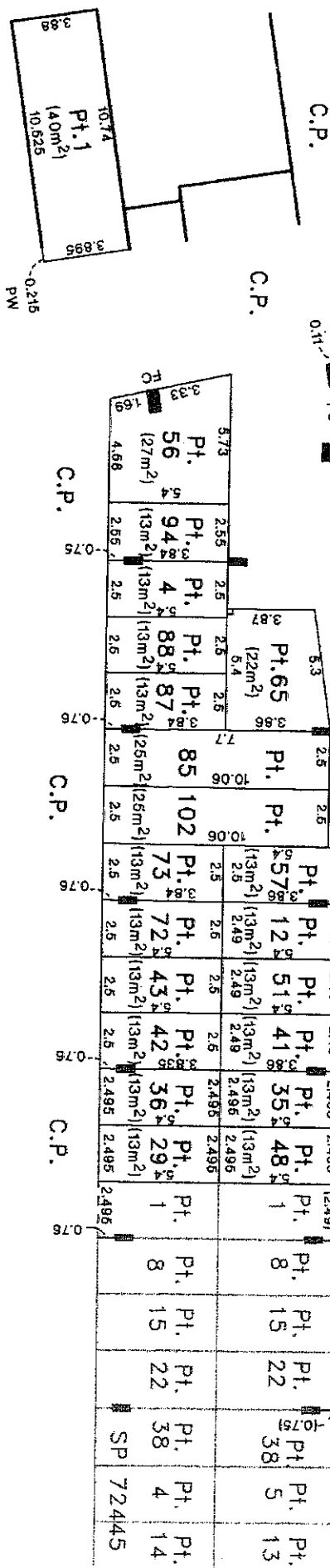
Lengths are in metres

Richard Watson
Registered Surveyor

Michael L.
Authorised person/General Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 29527SP2



[illegible]

FOR CONTINUATION SEE SHEET NO. 7.

- BASEMENT LEVEL CARPARK**

Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor

Authorized person/Member/Manager/Accredited Certifier



DP 1064374

SP72442

EASEMENT FOR ENCROACHING
STRUCTURE 2.06 WIDE (DP 1064374)

ELEVATED WALKWAY

CONCRETE FACE OF PODIUM

(0.05)

(0.055)

(0.05)

8.025

DP

101

102

808944

FACE CONCRETE WALL ON BDY
CONCRETE PODIUM

62.345

14 STOREY
CONC. BLDG

Pt.2

SP 72443

SP 72444

BALCONY

30.515

18.335

(123.63)

13.53

54.82

(4.165)

LUSTY STREET

LOCALITY SKETCH
PODIUM LEVEL AND ABOVE

NOTES:

- 1. SEE DP 1064374 & DP 1066102 FOR EASEMENTS AND STRATUM BOUNDARY DETAILS.
- 2. C DENOTES COURTYARD.

ARNCLEIFFE

STREET

Reduction Ratio 1:300

Lengths are in metres

Budiono
Registered Surveyor

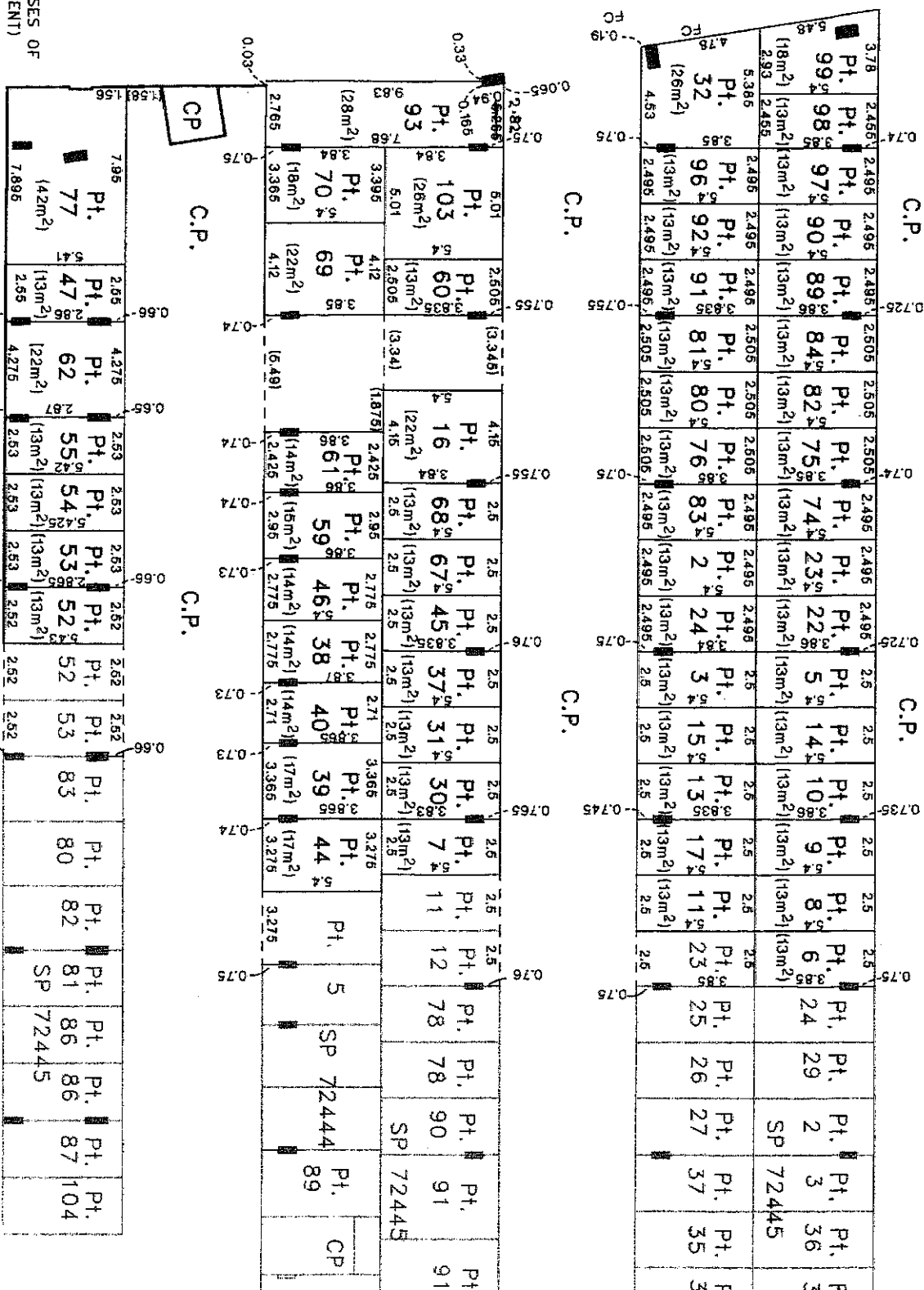
Authorised person/qualified engineer/Registered Civil Engineer

SURVEYOR'S REFERENCE: 29527SP2



FOR CONTINUATION SEE SHEET No. 6.

SP72442



- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY.
 3. PW DENOTES PROLONGATION OF FACE OF WALL.
 4. FC DENOTES PROLONGATION OF FACE OF COLUMN.
 5. ——— DENOTES BOUNDARY IS TO CENTRELINE OF COLUMN/WALL.
 6. THE STRATUM OF ALL CAR PARKING LOTS IS LIMITED IN HEIGHT TO 2.1 METRES ABOVE THE CONCRETE FLOOR.

BASEMENT LEVEL CARPARK

Reduction Ratio 1:200

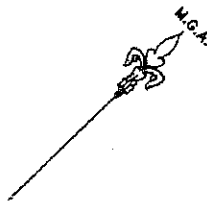
Lengths are in metres

Registered Surveyor

Authorised person/competent Manager/ Accredited Certifier

SURVEYOR'S REFERENCE: 29527SP2

21 June 1974

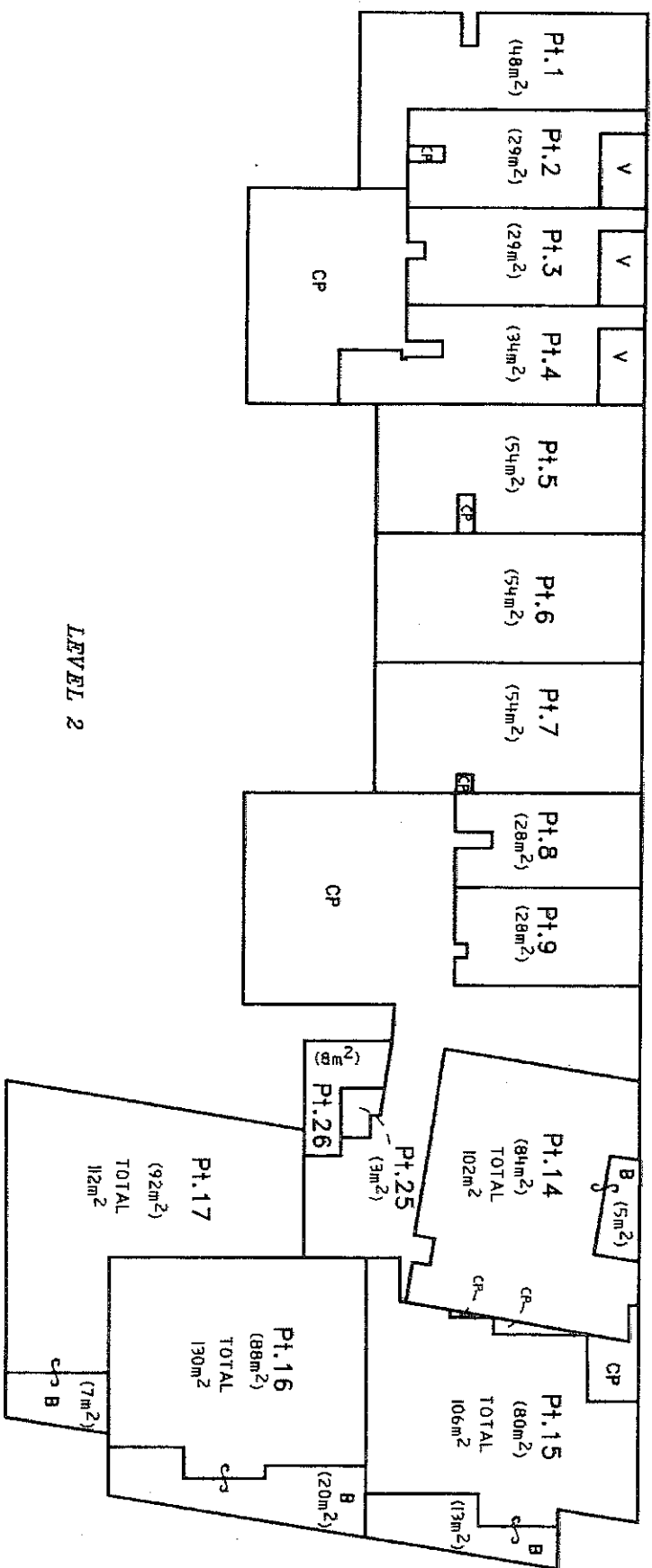
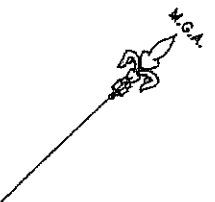


Three of the highest rated vendors / SIC: 7300 / TEL: 714-961-8000

- | | |
|-----------------------|-----------------------|
| Reduction Ratio 1:200 | Lengths are in metres |
| Reduction Ratio | Lengths are in metres |



SP72442



- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY.
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE IT'S BASE.
 4. V DENOTES VOID TO FLOOR BELOW.

Reduction Ratio 1:200

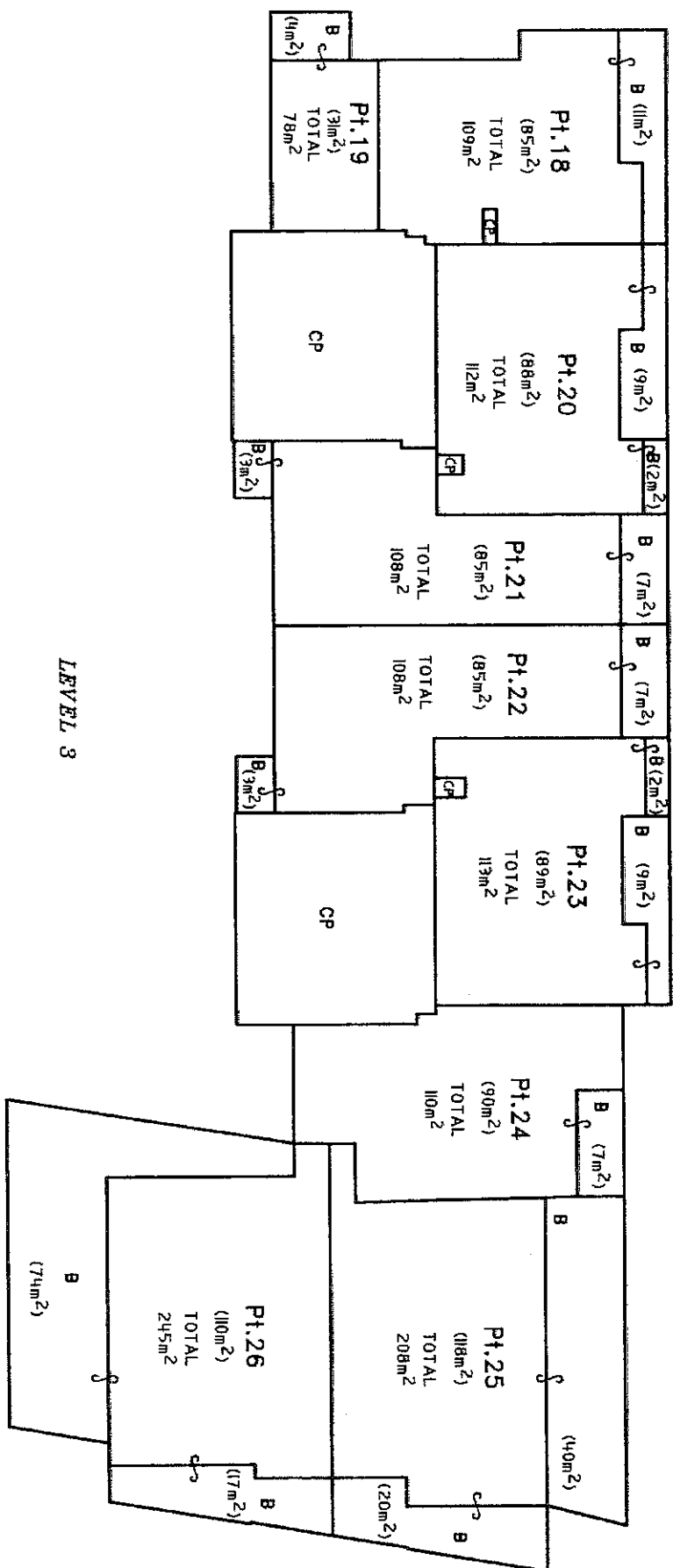
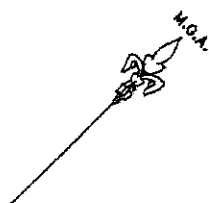
Lengths are in metres

Registered Surveyor

Authorised person/Manager/Manager/Accredited Certifier



SP72442



NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.

2. CP DENOTES COMMON PROPERTY

3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE IT'S BASE

Reduction Ratio 1:200

Lengths are in metres

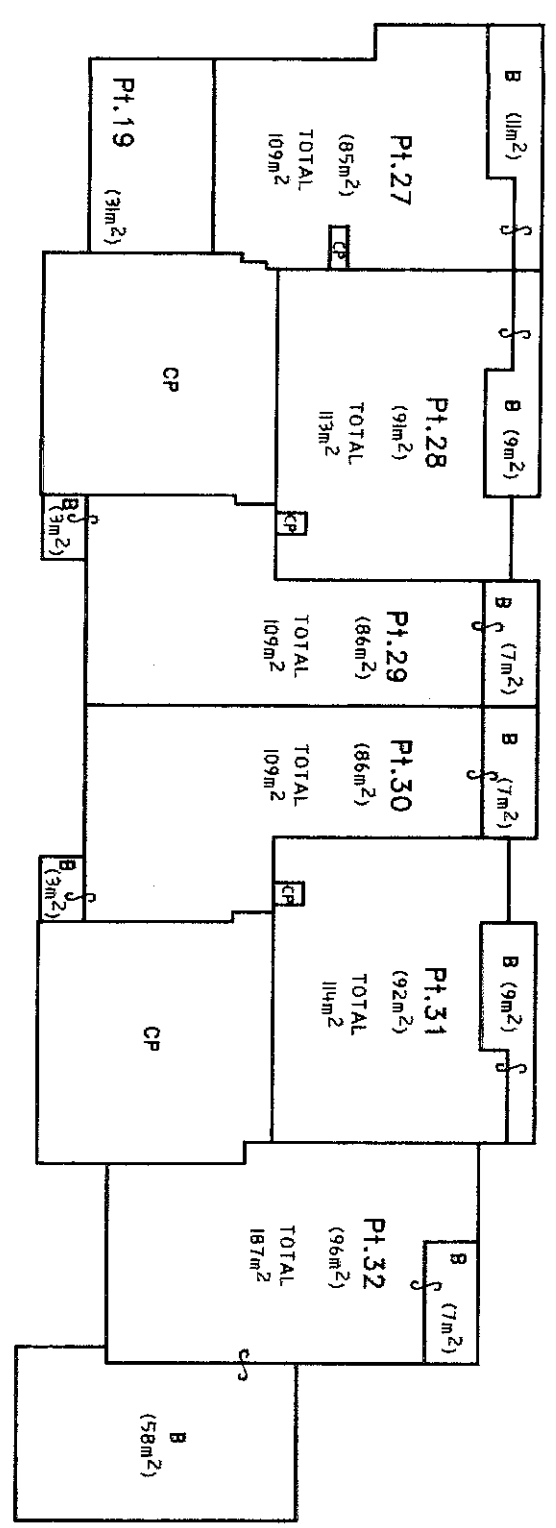
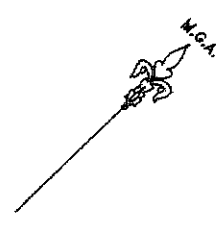


Registered Surveyor

Authorised person (licensed surveyor/registered cartographer)

SURVEYOR'S REFERENCE: 29527SP2

SP72442



LEVEL 4

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

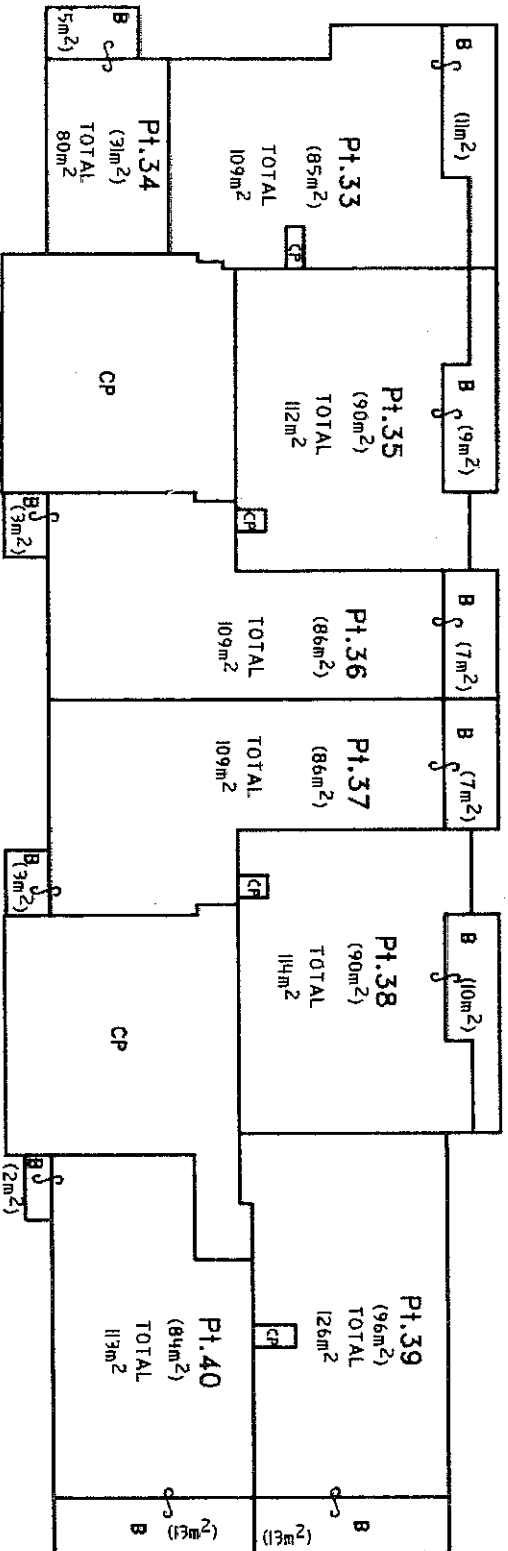
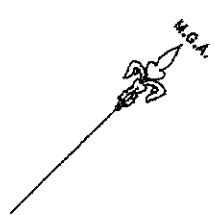
Reduction Ratio 1:200

Lengths are in metres

Registered Surveyor

Authorised person/owner/manager/accredited Certifier

SP72442



LEVEL 5

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

Reduction Ratio 1:200

Lengths are in metres

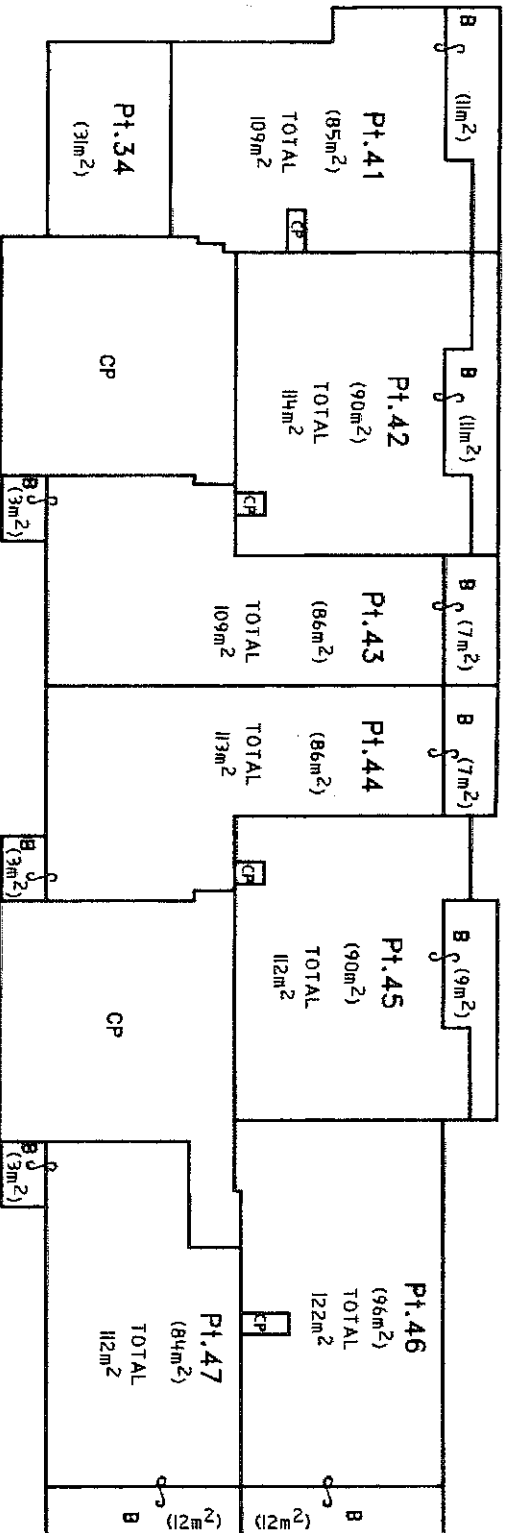
Registered Surveyor

Authorised person/Builder/Manager/Accredited Certifier



SP722442

M.G.A.



LEVEL 6

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

Reduction Ratio 1:200

Lengths are in metres

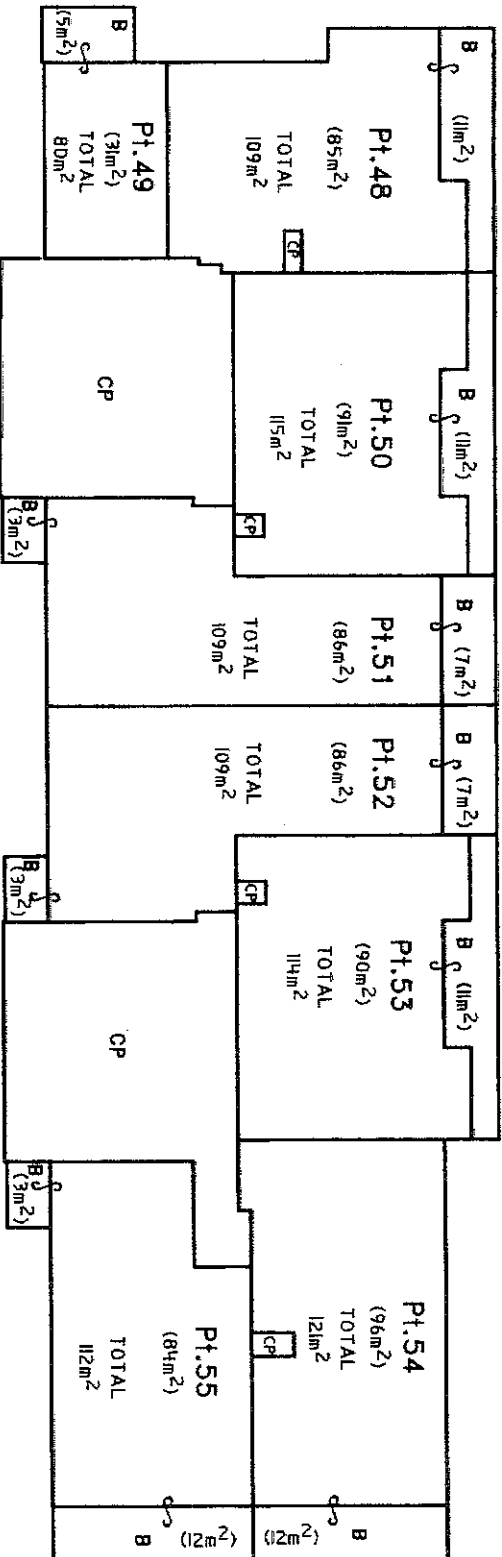
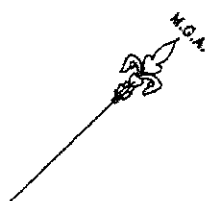
Registered Surveyor

Authorised person/competent person/Accredited Certifier

SURVEYOR'S REFERENCE: 29527SP2



SP72442



LEVEL 7

NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES
(FREEHOLD DEVELOPMENT) ACT 1973 ONLY.

2. CP DENOTES COMMON PROPERTY

3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT
2.8 METRES ABOVE ITS BASE

Reduction Ratio 1:200

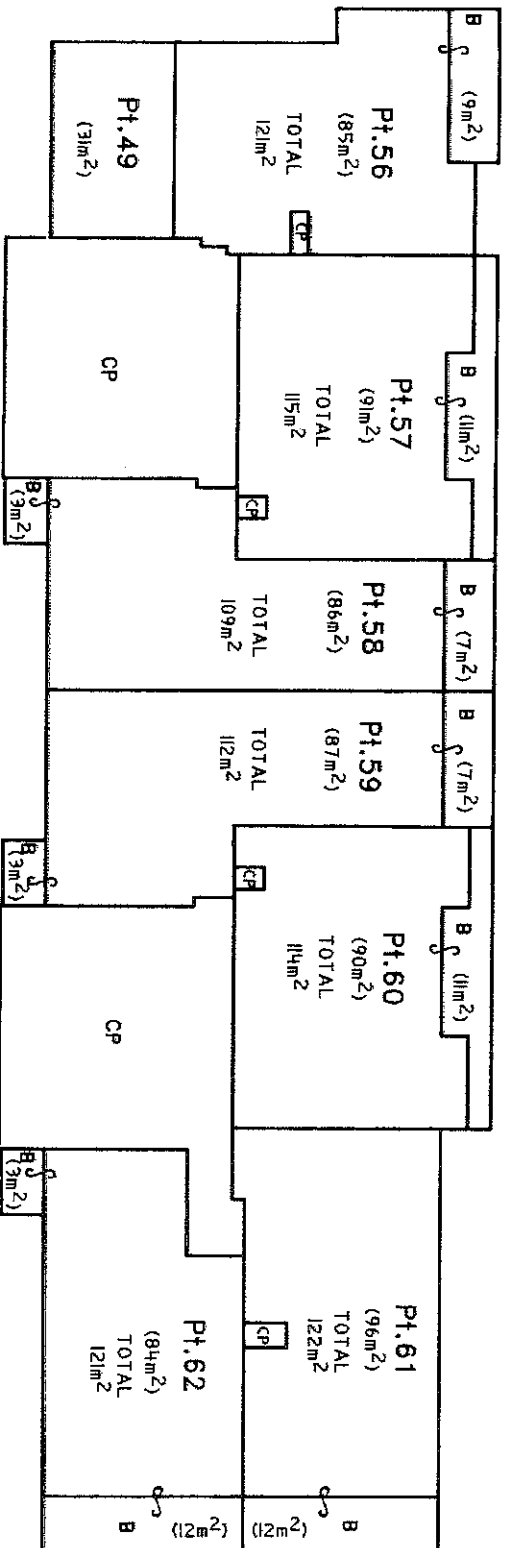
Lengths are in metres



Handwritten signature
Registered Surveyor

Handwritten signature
Authorised person/Competent Manager/Accredited Certifier

SP72442



LEVEL 8

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREELHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

Reduction Ratio 1:200

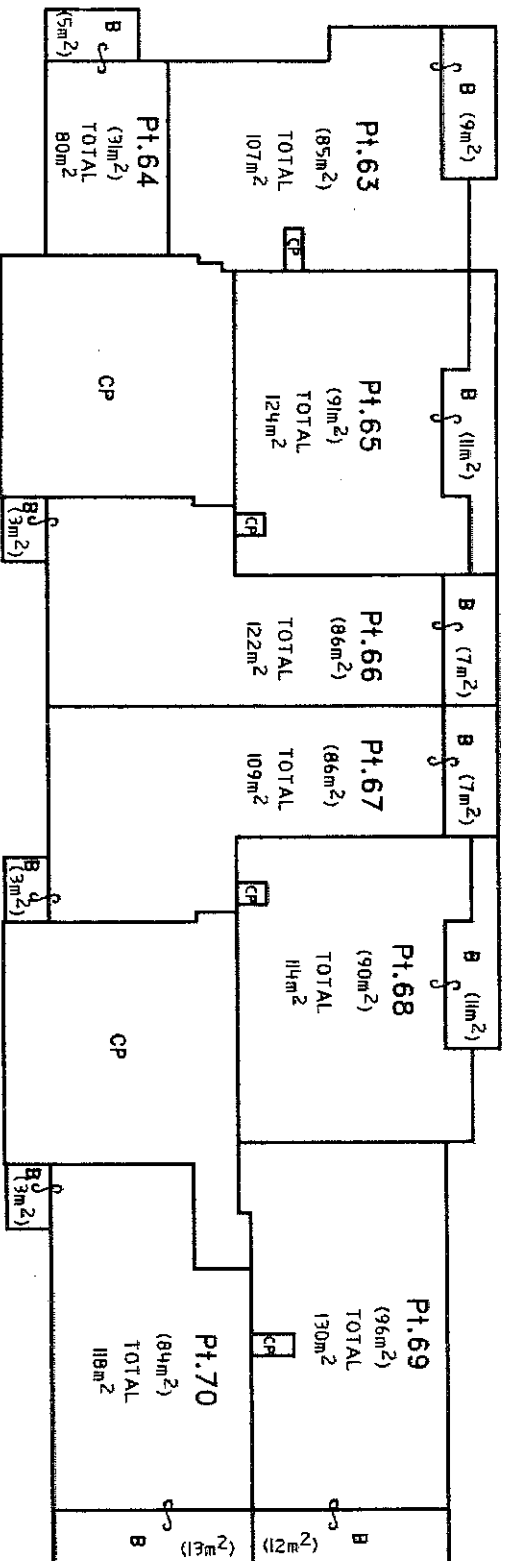
Lengths are in metres

Andrew Jones
Registered Surveyor

[Signature]
Authorised person/General Manager/Accredited Certifier



SP72442



LEVEL 9

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE IT'S BASE

Reduction Ratio 1:200

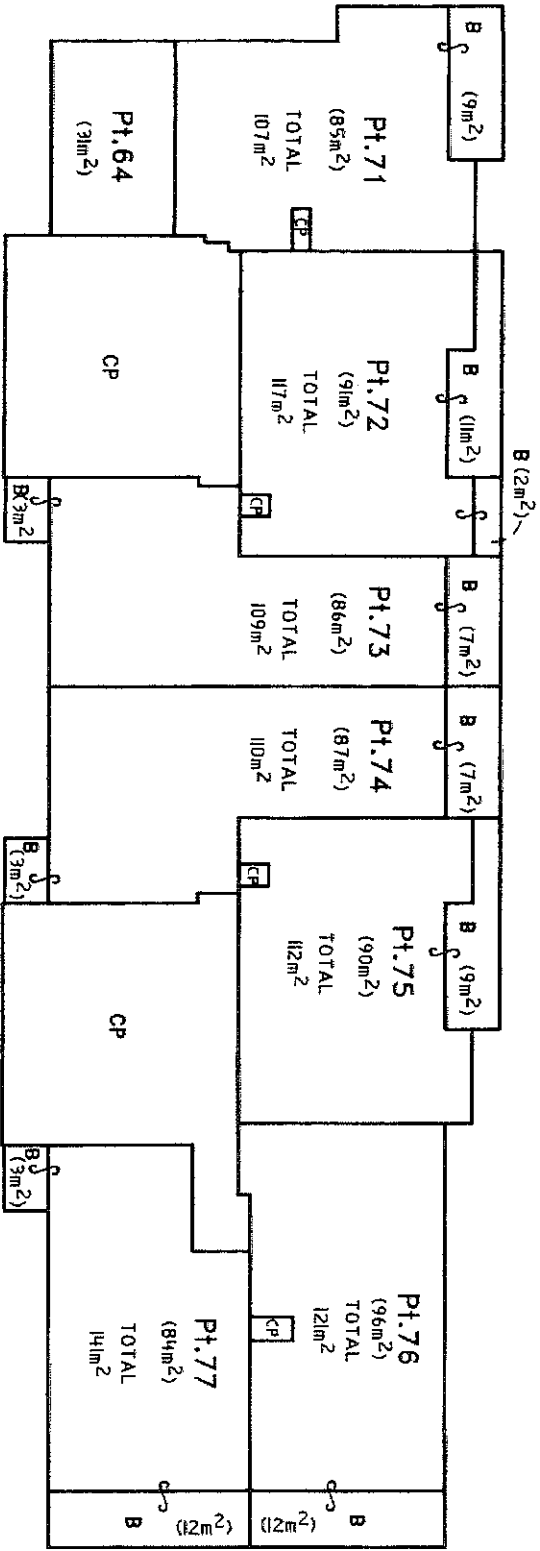
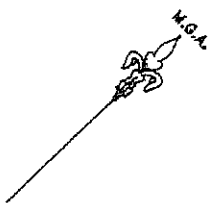
Lengths are in metres

Registered Surveyor

Authorised person/Company Manager/Accredited Certifier



SP72442



LEVEL 10

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE IT'S BASE

Reduction Ratio 1:200

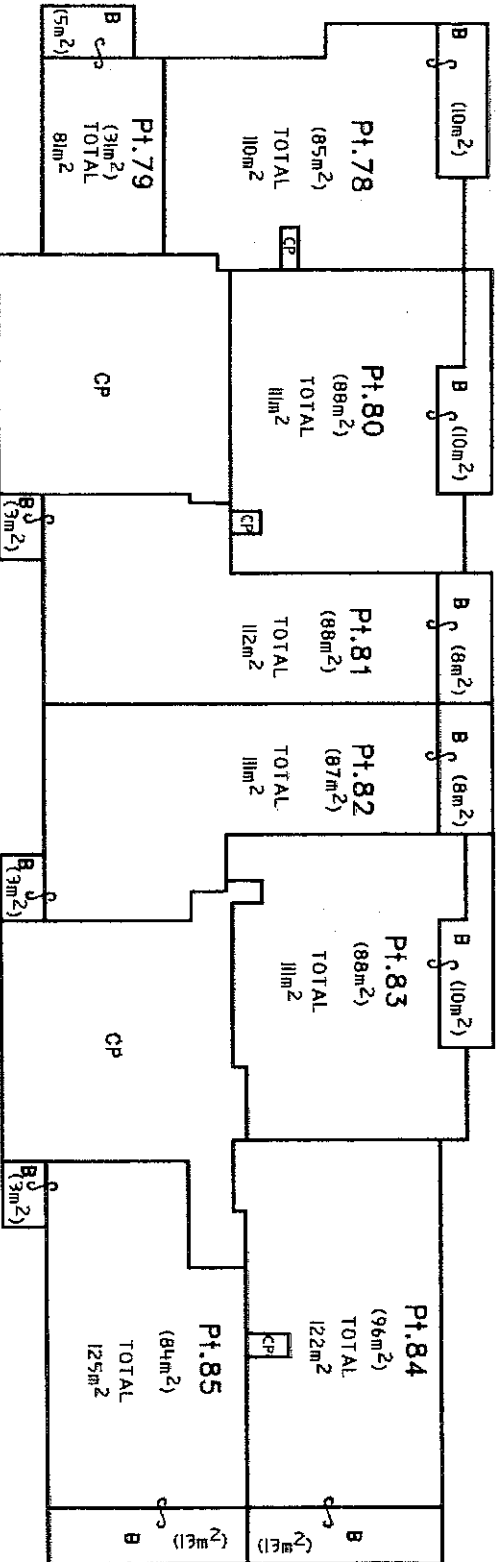
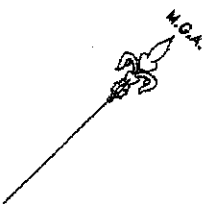
Lengths are in metres

Andrew Wake
Registered Surveyor

Michael
Authorised person/General Manager/Accredited Certifier



SP72442



LEVEL 11

NOTES:

1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
2. CP DENOTES COMMON PROPERTY
3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE IT'S BASE

Reduction Ratio 1:200

Lengths are in metres.

Andrew HARRIS
Registered Surveyor

[Signature]
Authorised person/General Manager/Accredited Certifier



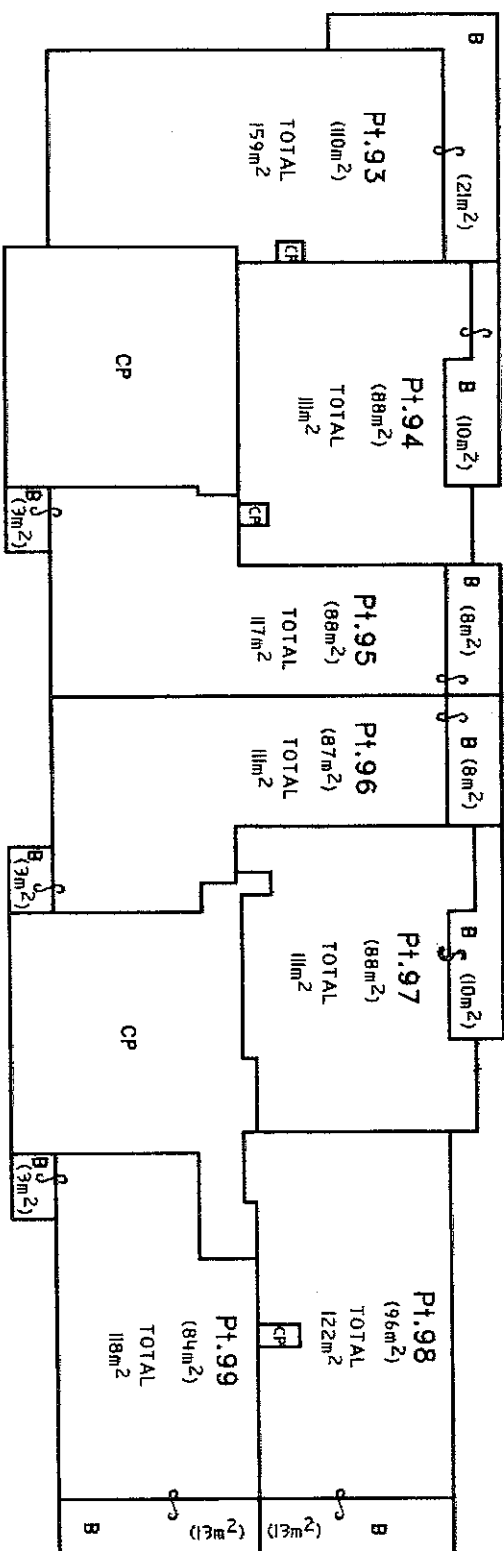



3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT
2.8 METRES ABOVE ITS BASE

Lengths are in metres

Authorized person/Corporate Manager/Accredited Certifier

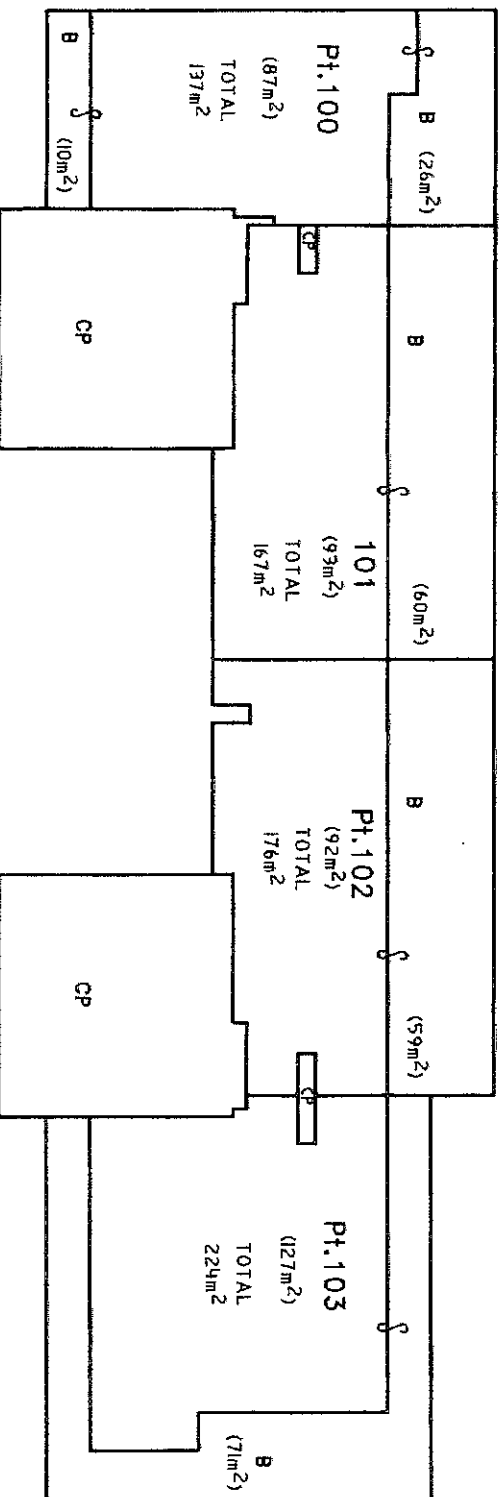
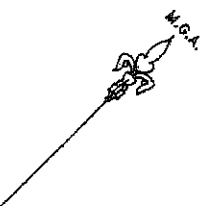




Lengths are in metres

~~Authorized person/General Manager/Accredited Cartiller~~

SP72442



LEVEL 14

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

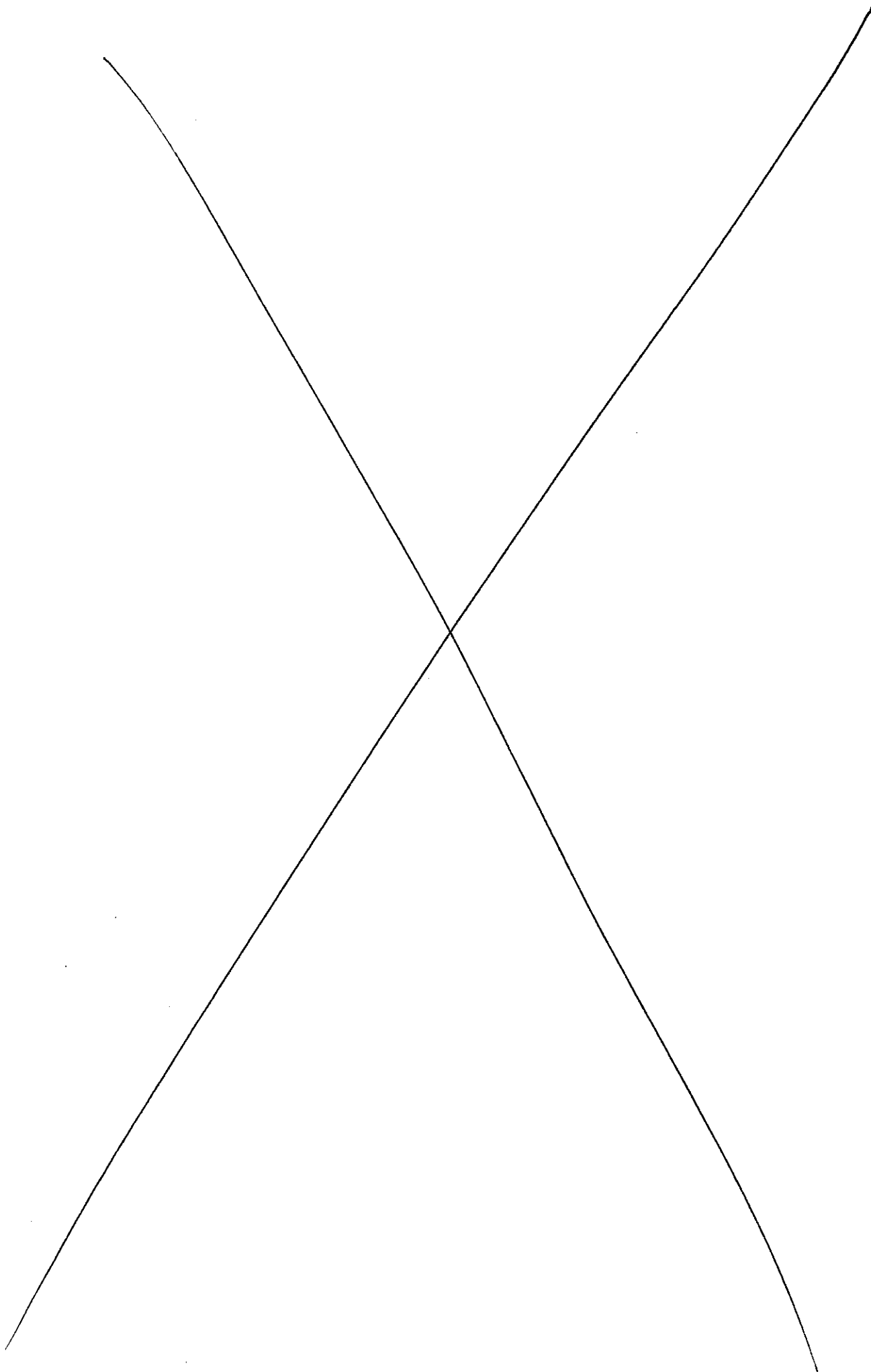
Reduction Ratio 1:200

Lengths are in metres



Richard Wilson
 Registered Surveyor

Michael Wilson
 Authorised person/General Manager/Accredited Certifier



STRATA CERTIFICATE

DENNY LINKEE

Where required, the Certificate must be signed by the Surveyor or the Surveyor's Representative (as defined in the Strata Schemes Management Act 1973) and the Surveyor's Representative must be a person who is a member of the Surveyors Institute of Australia (SIA) and is a member of the Surveyors Institute of Australia (SIA) and is a member of the Surveyors Institute of Australia (SIA).

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Date: **2nd April 2004**

Subdivision No. **03/2004**

Strata Plan No. **PS04 002**

Strata Plan No. **PS04 002**

Willy

Strata Plan No. **PS04 002**

SCHEDULE OF UNIT ENTITLEMENT

LOT	UE	LOT	UE	LOT	UE	LOT	UE
1	73	32	68	63	77	94	85
2	64	33	78	64	77	95	108
3	70	34	80	65	86	96	104
4	54	35	60	66	67	97	87
5	53	36	74	67	66	98	87
6	67	37	76	68	80	99	110
7	70	38	84	69	83	100	105
8	75	39	70	70	93	101	89
9	68	40	70	71	79	102	89
10	71	41	80	72	79	103	113
11	55	42	62	73	91	104	107
12	55	43	61	74	69	105	91
13	69	44	75	75	68	106	91
14	71	45	78	76	82	107	115
15	76	46	85	77	84	108	108
16	65	47	72	78	84	109	93
17	73	48	72	79	81	110	93
18	57	49	63	80	81	111	118
19	56	50	64	81	94	112	110
20	70	51	63	82	70	113	95
21	73	52	77	83	70	114	95
22	78	53	80	84	84	115	120
23	66	54	87	85	86	116	168
24	66	55	75	86	96	117	106
25	76	56	75	87	83	118	124
26	59	57	85	88	83	119	124
27	58	58	65	89	96	120	124
28	72	59	65	90	108	121	138
29	76	60	79	91	131		
30	81	61	81	92	102		
31	68	62	89	93	85		
						AGG	10000

SUBRECTOR'S CERTIFICATE

ANDREW P MASON

of **FRANK M MASON & CO. PTY LTD**
DX 3511 MILSON'S POINT

I, **ANDREW P MASON**, of **FRANK M MASON & CO. PTY LTD**, DX 3511 MILSON'S POINT, being duly sworn, depose and say that the foregoing is a true and correct copy of the Strata Plan No. **PS04 002**, as the same appears from the records of the Strata Plan No. **PS04 002**.

I, **ANDREW P MASON**, of **FRANK M MASON & CO. PTY LTD**, DX 3511 MILSON'S POINT, being duly sworn, depose and say that the foregoing is a true and correct copy of the Strata Plan No. **PS04 002**, as the same appears from the records of the Strata Plan No. **PS04 002**.

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PLAN OF SUBDIVISION OF LOT 4 DP 1066102

SP72445

L.G.A. ROCKDALE

Suburb/Locality: **ARNCLIFFE**

Registered: **LS 19-5-2004**

Parish: **ST GEORGE**

County: **CUMBERLAND**

Purpose: **STRATA PLAN**

Name of, and address for service of notices on, the owners corporation

THE OWNERS
STRATA PAN No 72445
35 ARNCLIFFE STREET
WOLLI CREEK NSW 2205

(Address required on original strata plan only.)

For Location Plan see sheets 2-5

FOR LOCATION PLAN SEE SHEETS 2-5

Signatures, seals and statements of intention to create easements, restrictions on the use of land or positive covenants

THIS PLAN INCORPORATES A STRATA MANAGEMENT STATEMENT OF 50 PAGES.

ACIO 021 709 1520
FERCHERON HOLDINGS PTY LIMITED

MACQUARIE AUSTRALIA MANAGEMENT SERVICES PTY LIMITED

Director

THE COMMON SEAL OF MACQUARIE AUSTRALIA MANAGEMENT SERVICES PTY LIMITED WAS HERETOBY AFFIXED IN ACCORDANCE WITH THE COMPANY'S CONSTITUTION.

ARNCLIFFE DEVELOPMENT PTY LIMITED

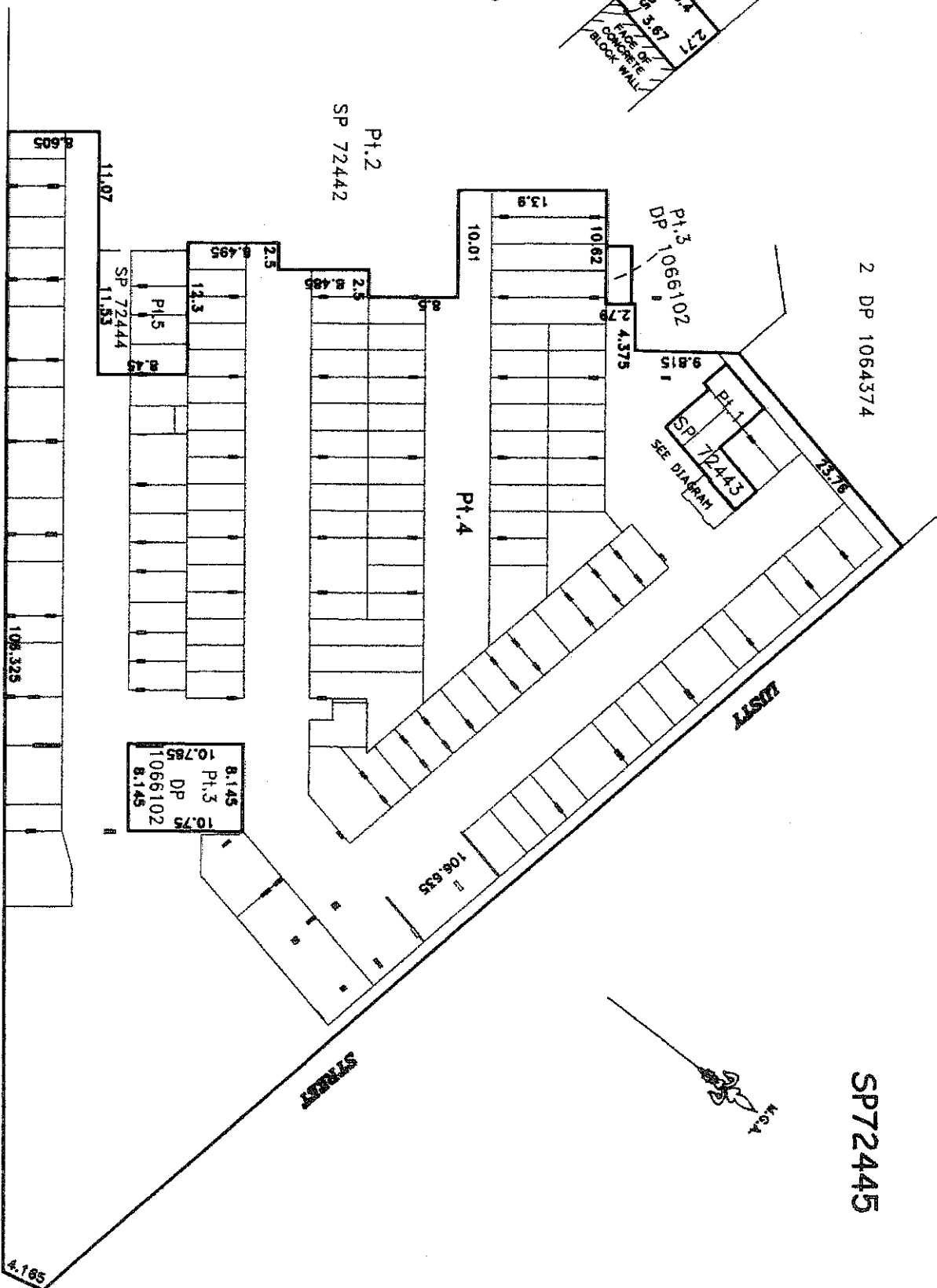
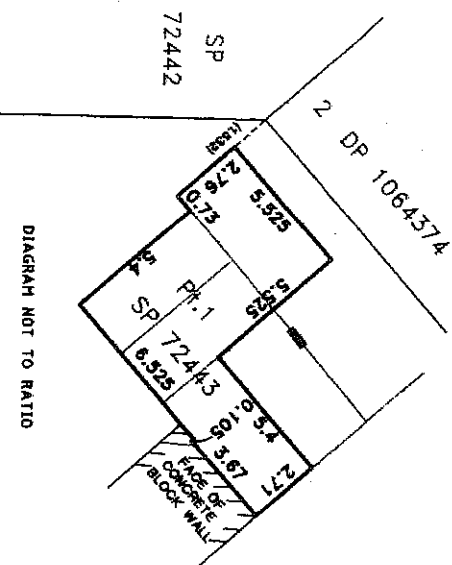


Director
Graeme Wilson
DAVID JOHN SWEENEY
RCO 094 728 971

Company Secretary
Dennis Leong

2 DP 1064374

SP72445



NOTES:
1. SEE DP 1064374 & DP 1066102 FOR EASEMENTS,
RIGHTS OF CARRIAGEWAY AND STRUTUM BOUNDARY DETAILS.

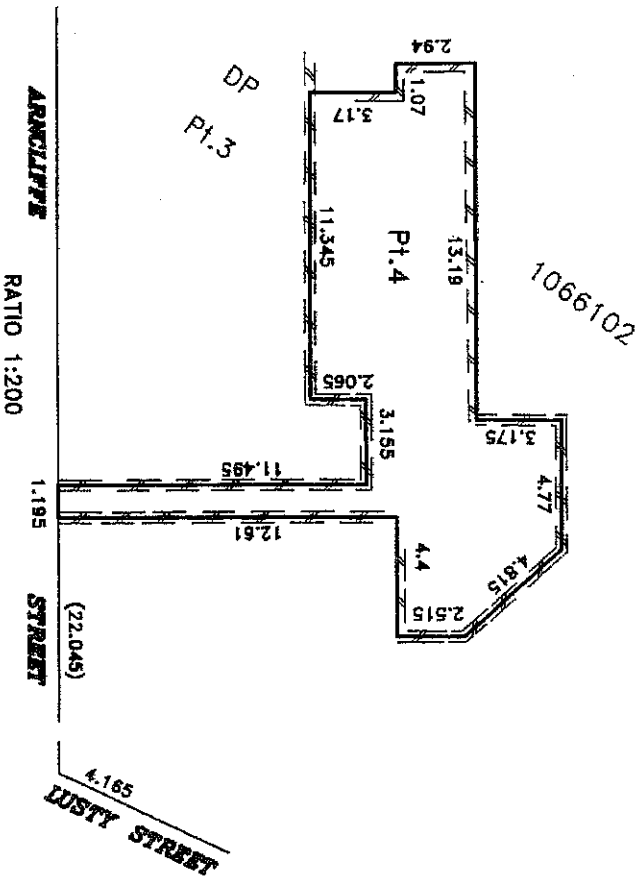
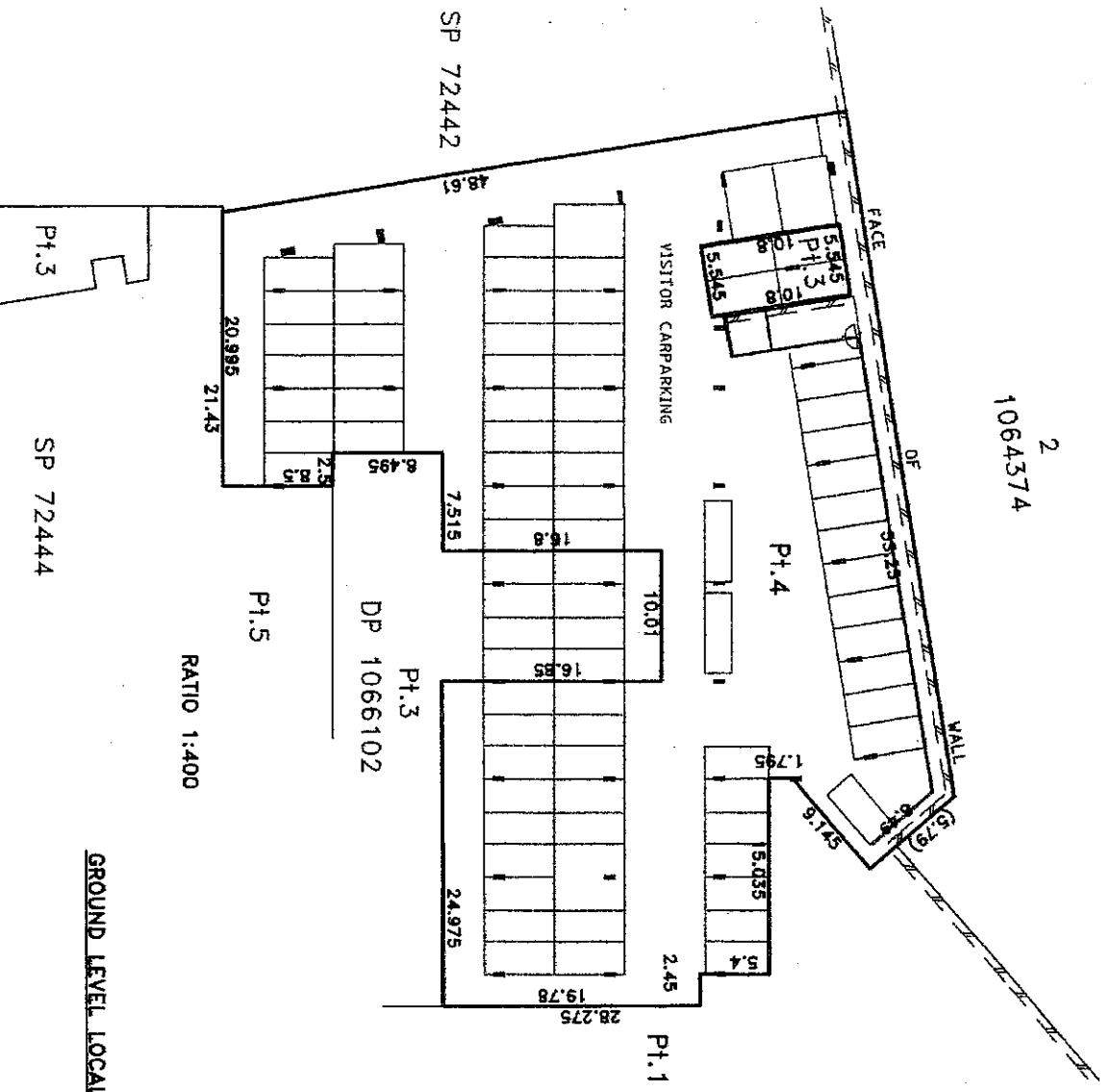
Andreas J. J. J.
Registered Surveyor

Michael J. J.
Authorised person/Person in Charge/Accredited Certifier

SURVEYOR'S REFERENCE: 29527SP1

SP72445

2
1064374



NOTES:

1. SEE DP 1064374 & DP 1066102 FOR EASEMENTS AND STRATUM BOUNDARY DETAILS.

Reduction Ratio 1:400 & 200

Lengths are in metres

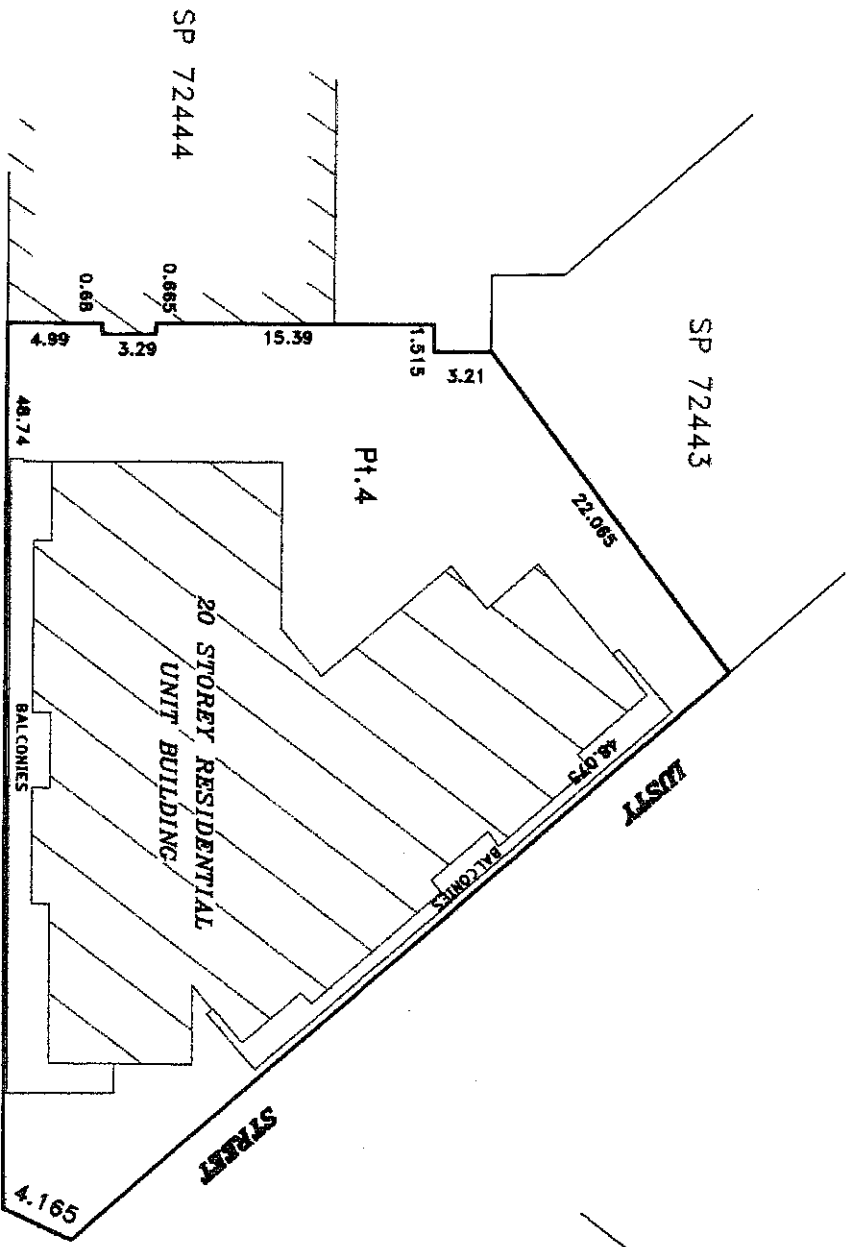


Richardson
Registered Surveyor

W. J. J. J.
Authorised person/competent person/Authorised Certifier

STAMP/PRINT REFERENCE: 245775PI

SP72445



PODIUM LEVEL TO LEVEL 3 LOCALITY SKETCH

NOTES:
1. SEE DP 1064374 & DP 1066102 FOR EASEMENTS
AND STRATUM BOUNDARY DETAILS.

Reduction Ratio 1: 300

Lengths are in metres

Andrew Hanson
Registered Surveyor

Andrew Hanson
Authorised primary survey manager / Accredited Certifier

SURVEYOR'S REFERENCE: 295275PI



SP 72444



1. SEE DP 1064374 & DP 1066102 FOR EASEMENTS
DETAILS AND STRATUM LIMITS.

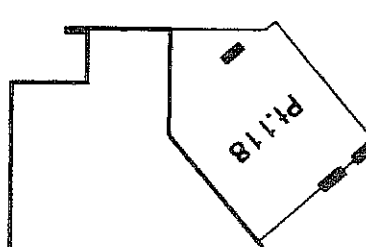
Lengths are in metres

Authorized person/General Manager/Accredited Certifier



SEE SHEET No 8 FOR CONTINUATION

SEE SHEET NO. 9
FOR CONTINUATION

[illegible]

GP

6

[illegible]

BASEMENT LEVEL CARPARK

NOTES:

1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
2. ~~—~~ DENOTES BOUNDARY IS TO CENTRELINE OF COLUMN/WALL.
3. CP DENOTES COMMON PROPERTY.
4. THE STRATUM OF ALL CAR PARKING LOTS IS LIMITED IN HEIGHT TO 2.1 METRES ABOVE THE CONCRETE FLOOR.
5. PW DENOTES PROLONGATION OF FACE OF WALL.

Reduction Ratio 1:200

Lengths are in metres,

Andrew Nelson
Registered Surveyor

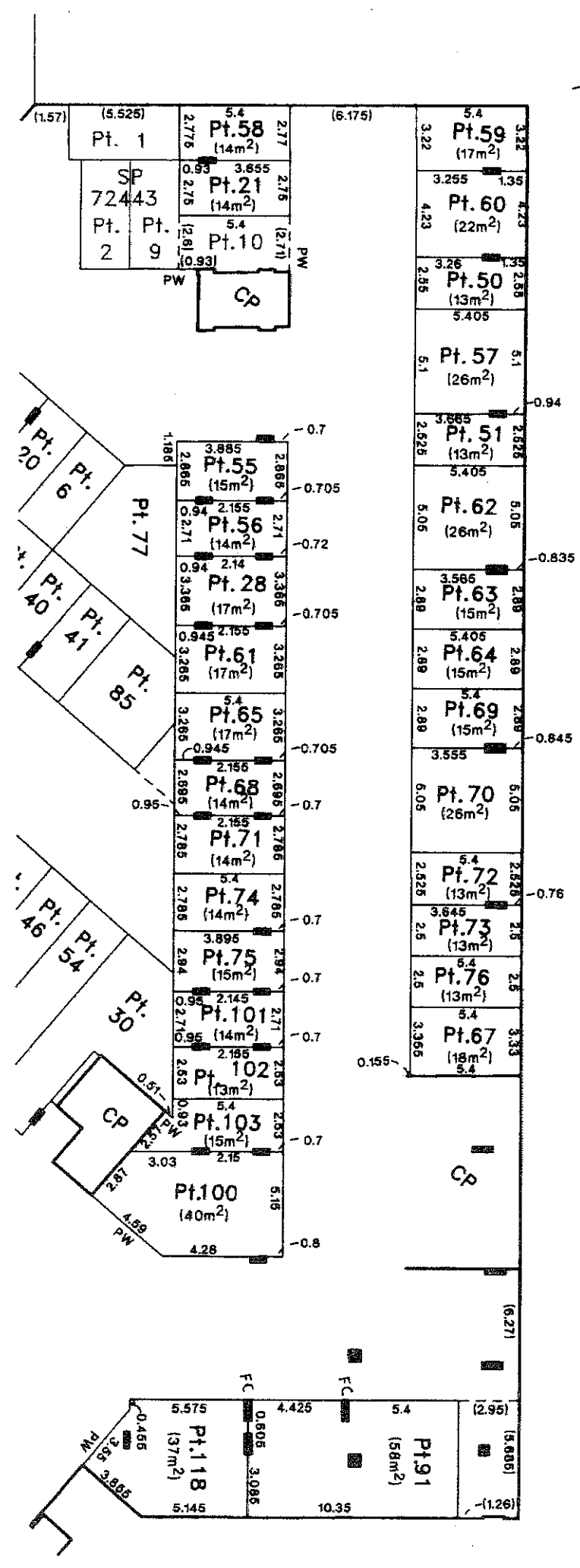
Authorized person/Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 295275P1



M.O.A.

SP72445



SEE SHEET NUMBER 8 FOR CONTINUATION

BASEMENT LEVEL CARPARK

NOTES:

1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
2. ——— DENOTES BOUNDARY IS TO CENTRELINE OF COLUMN/WALL.
3. CP DENOTES COMMON PROPERTY.
4. FC DENOTES BOUNDARY IS TO FACE OF COLUMN.
5. THE STRATH OF ALL CAR PARKING LOTS IS LIMITED IN HEIGHT TO 2.1 METRES ABOVE THE CONCRETE FLOOR.
6. PW DENOTES PROLONGATION OF FACE OF WALL.

Reduction Ratio 1:200

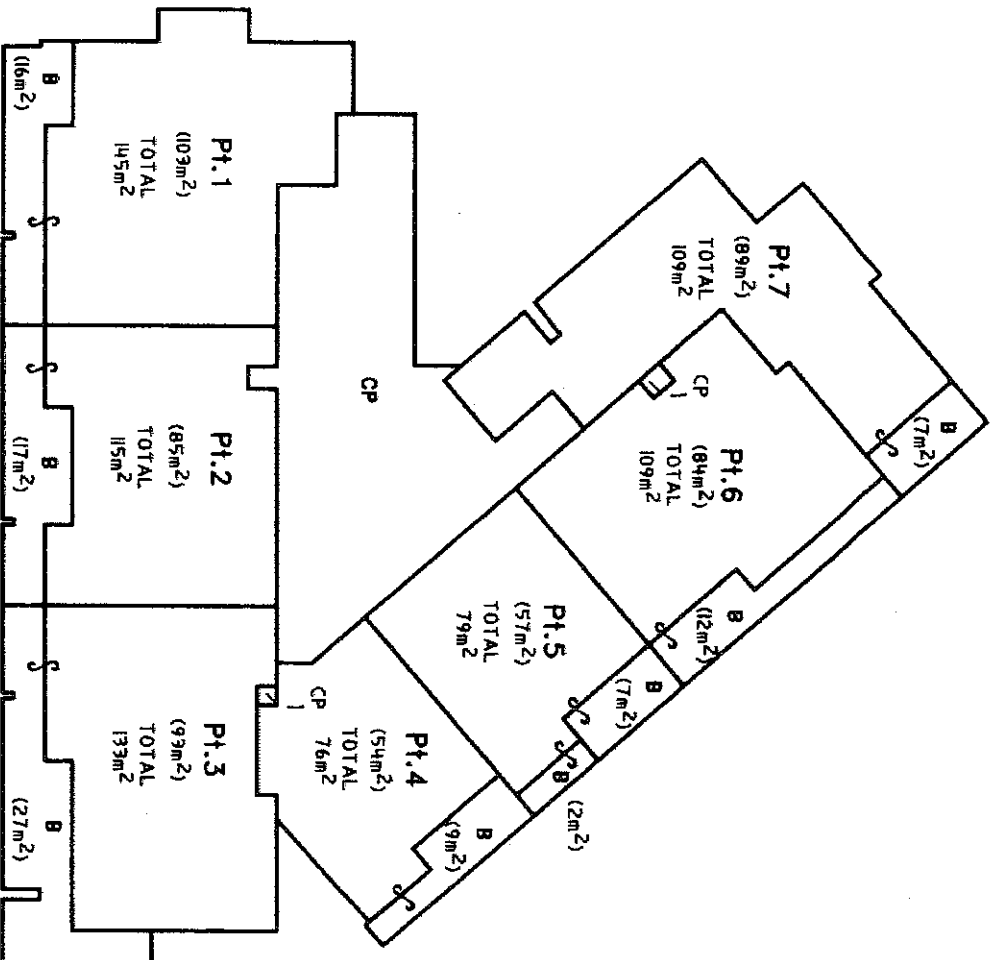
Lengths are in metres

Andrew Harrison
Registered Surveyor

Andrew Harrison
Authorised person/Assistant Manager/Authorised Officer

SUBMITTER'S REFERENCE: 295275PI

SP72445



- NOTES:
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Lengths are in metres



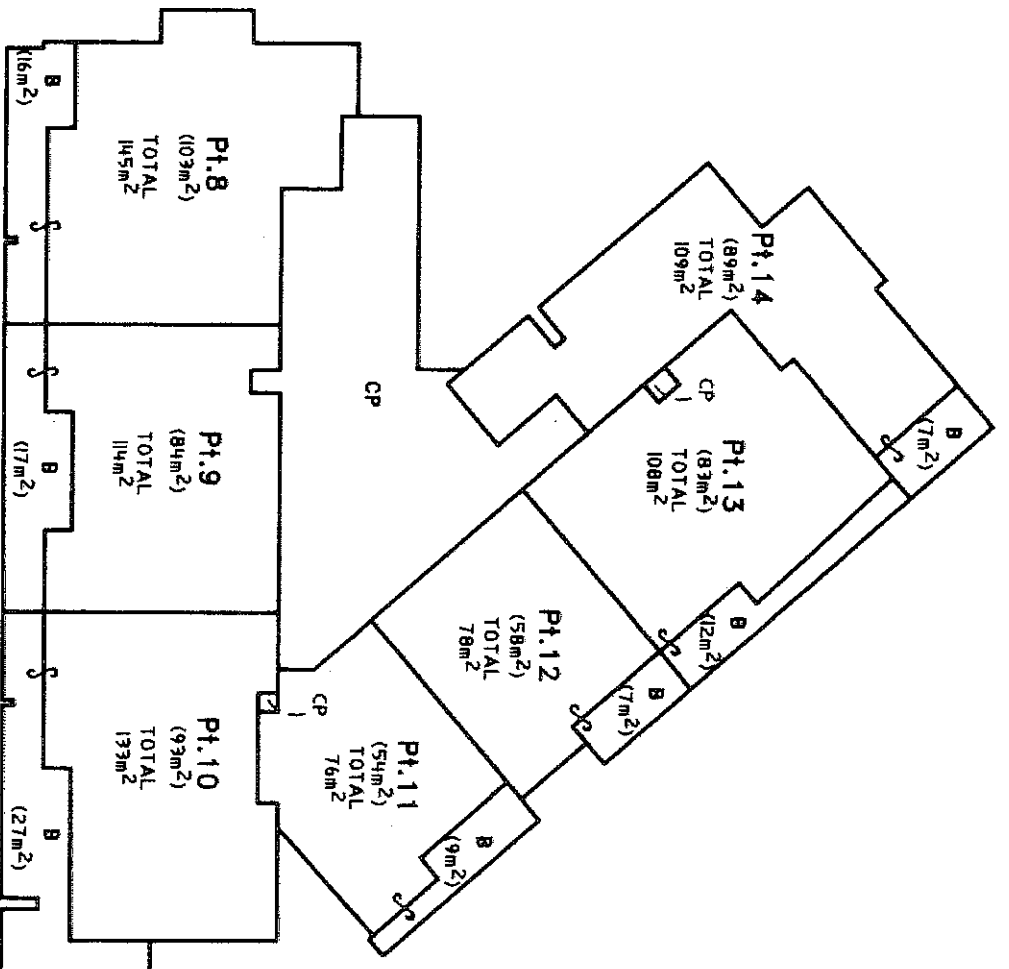
Andrew Watson
Registered Surveyor

Authorised person/Manager/Assistant Manager/Authorised Officer

SURVEYOR'S REFERENCE: 29527SP1

SP72445

WGA



LEVEL 2

NOTES:

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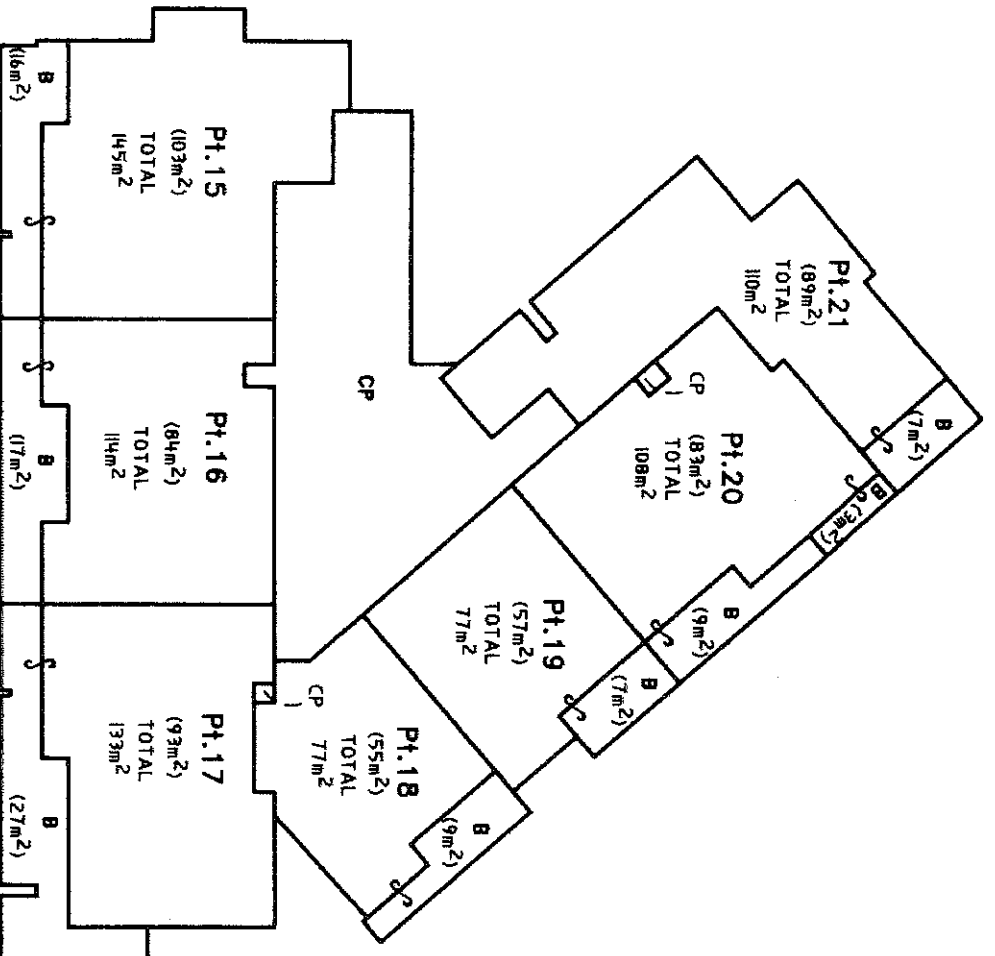
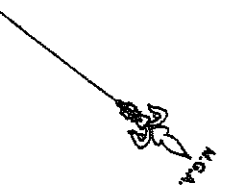
Lengths are in metres

Andrew Johnson
Registered Surveyor

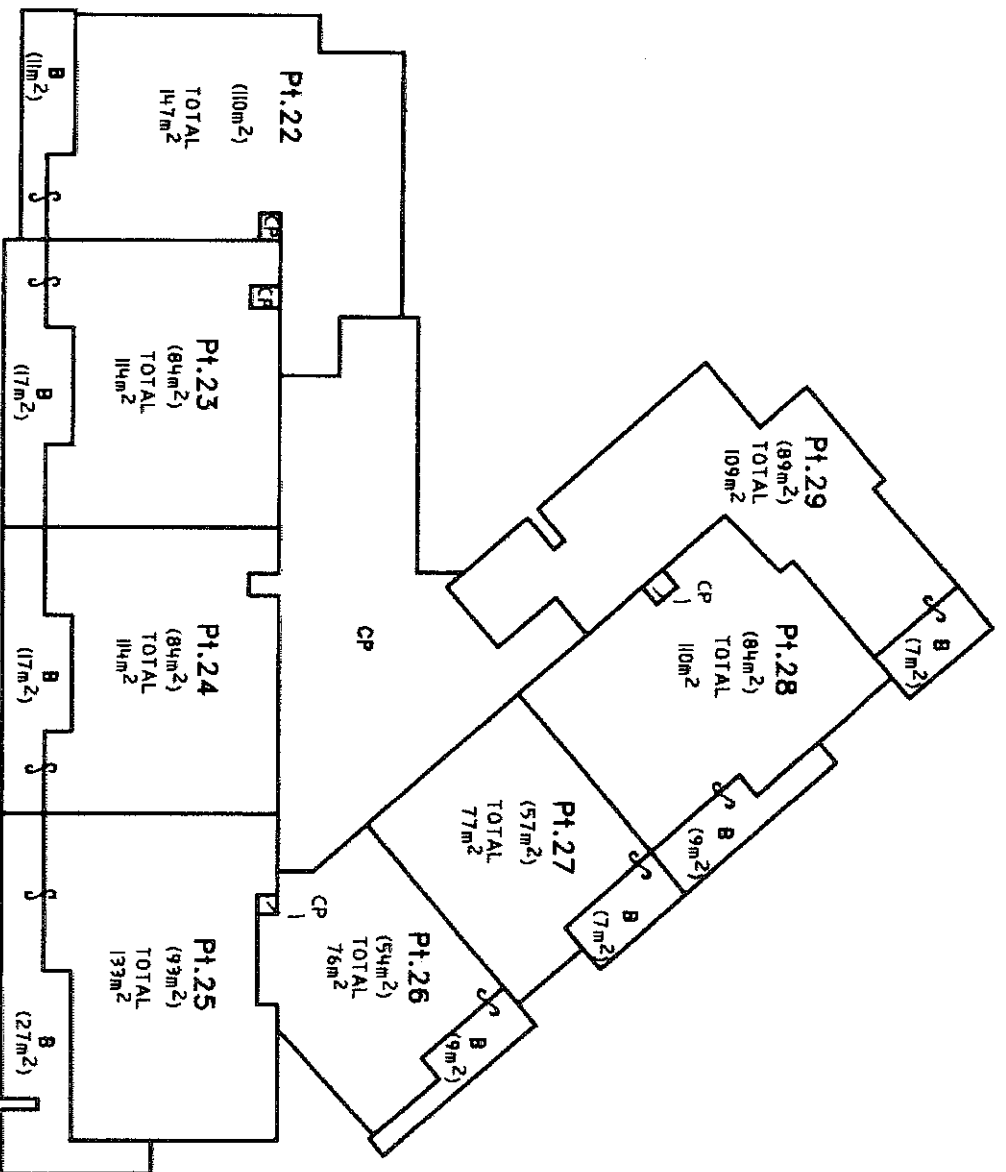
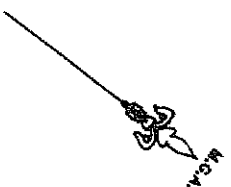
Andrew Johnson
Authorized person/General Manager/Registered Confrat

SURVEYOR'S REFERENCE: 29527SP1





SP72445



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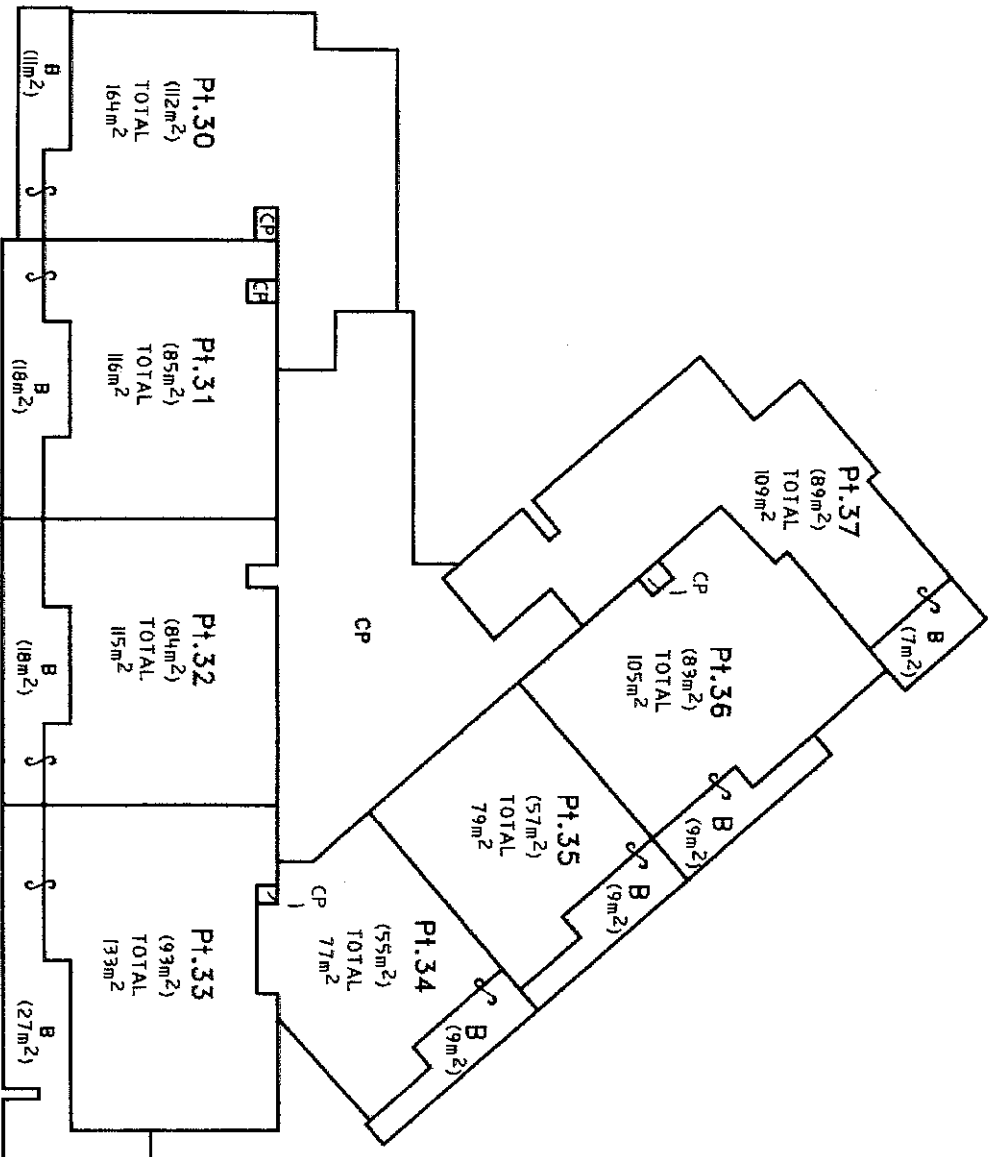


Andrews & Associates
Registered Surveyor

Authorised person, Licensed Valuer / Accredited Classifier

SURVEYOR'S REFERENCE: 29527SP1

SP72445



LEVEL 5

NOTES:

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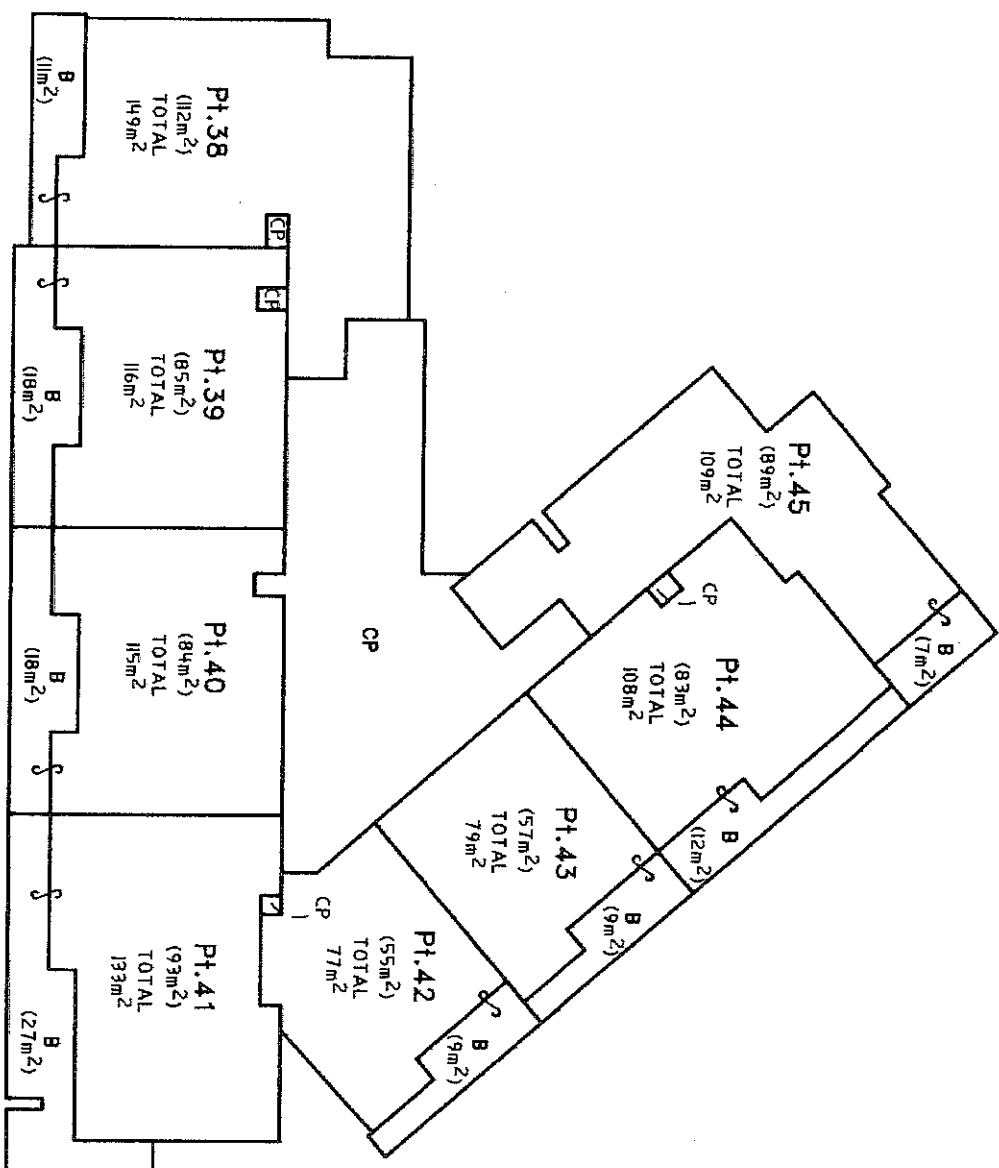
Lengths are in metres

Budiono H. H. H.
Registered Surveyor

[Signature]
Authorised person/Competent person/Accredited Certifier



SP72445



LEVEL 6

NOTES:

1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
2. CP DENOTES COMMON PROPERTY
3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

Reduction Ratio 1:200

Lengths are in metres

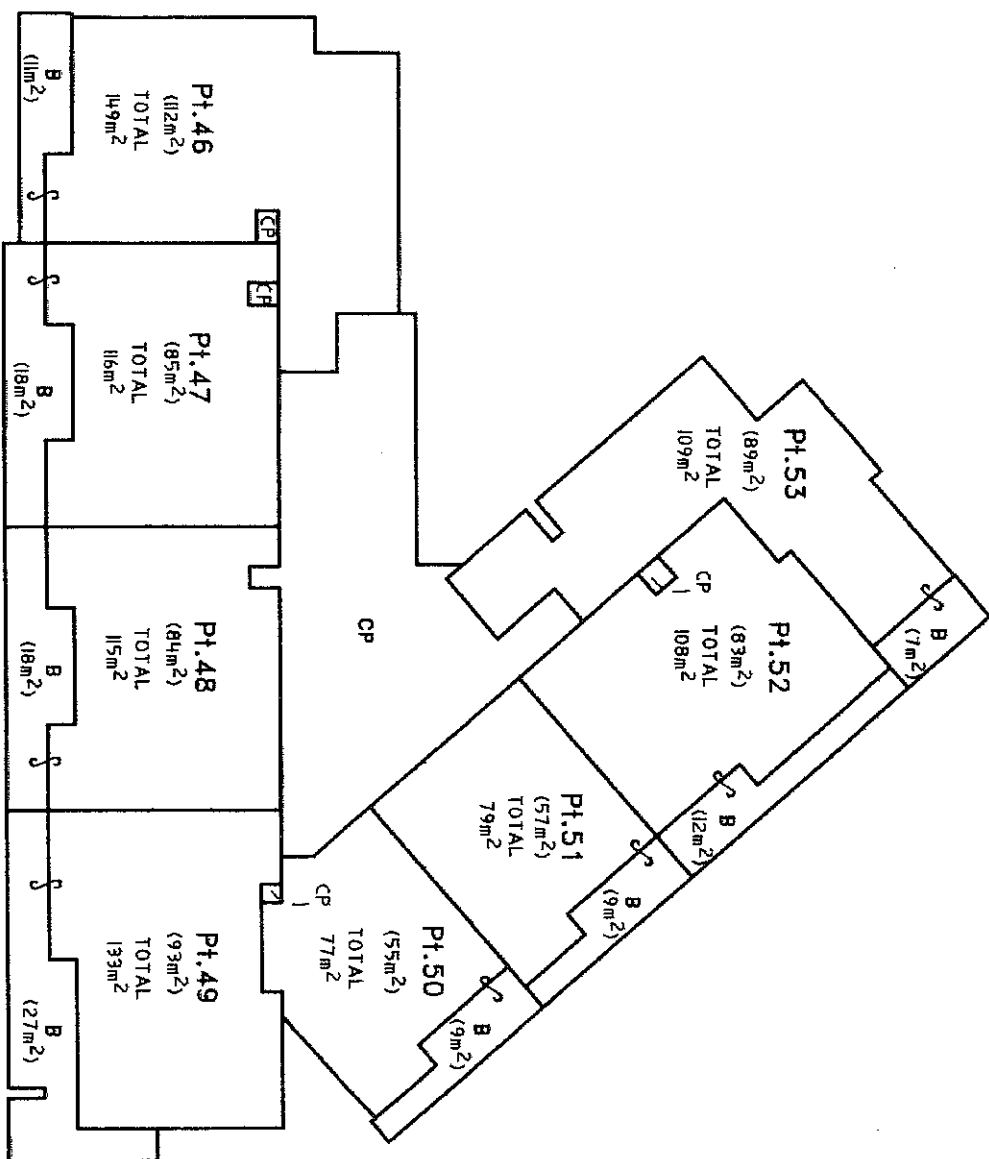
Arundel Watson
Registered Surveyor

Authorised person/Registered Manager/Registered Officer

SURVEYOR'S REFERENCE: 29527SP1



SP72445



LEVEL 7

NOTES:

1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
2. CP DENOTES COMMON PROPERTY
3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE IT'S BASE

Reduction Ratio 1:200

Lengths are in metres

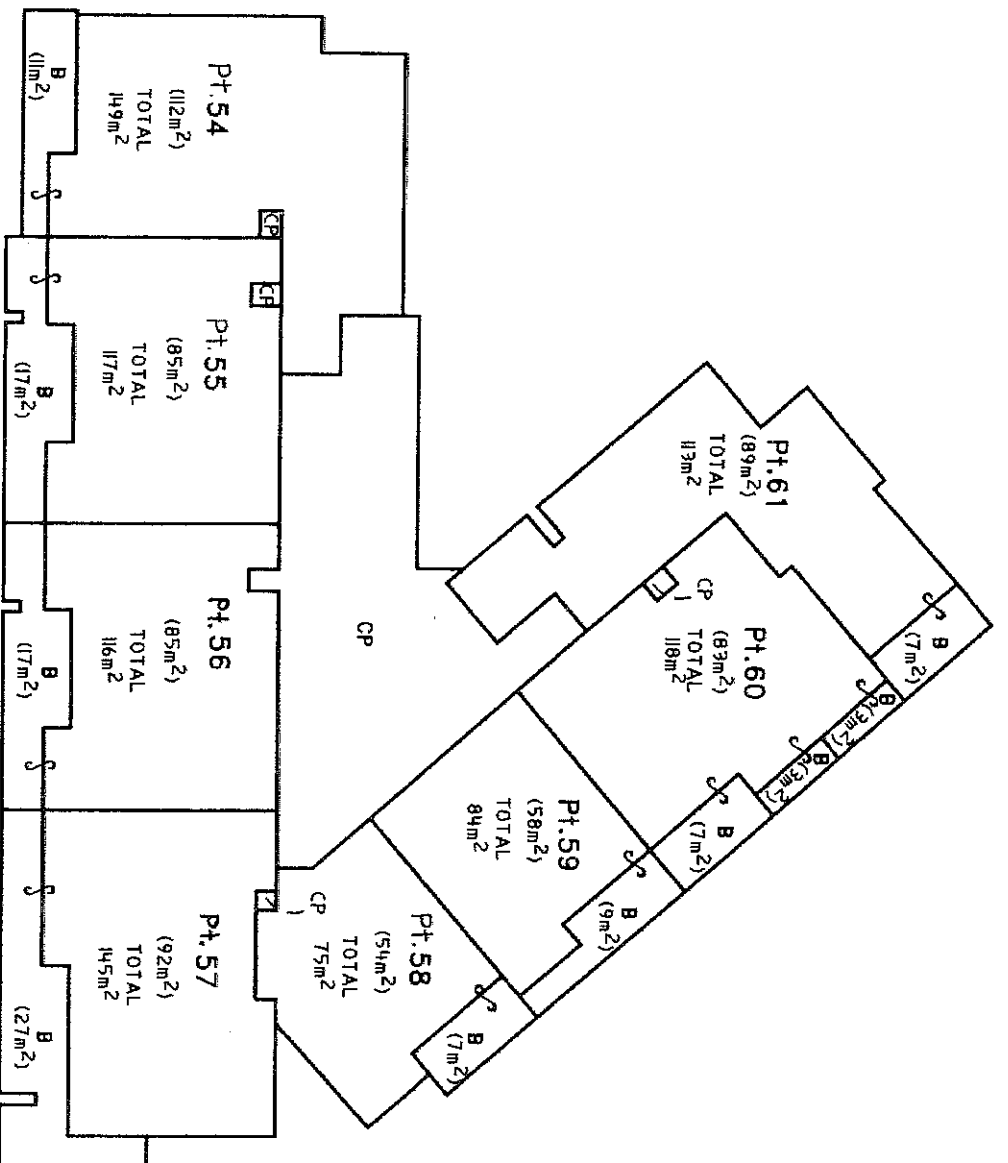
Andrew Johnson
Registered Surveyor

Authorised person/Owner/Manager/Associated Officer

SURVEYOR'S REFERENCE: 29527SP1



SP72445



LEVEL 8

NOTES:

1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
2. CP DENOTES COMMON PROPERTY
3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

Reduction Ratio 1:200

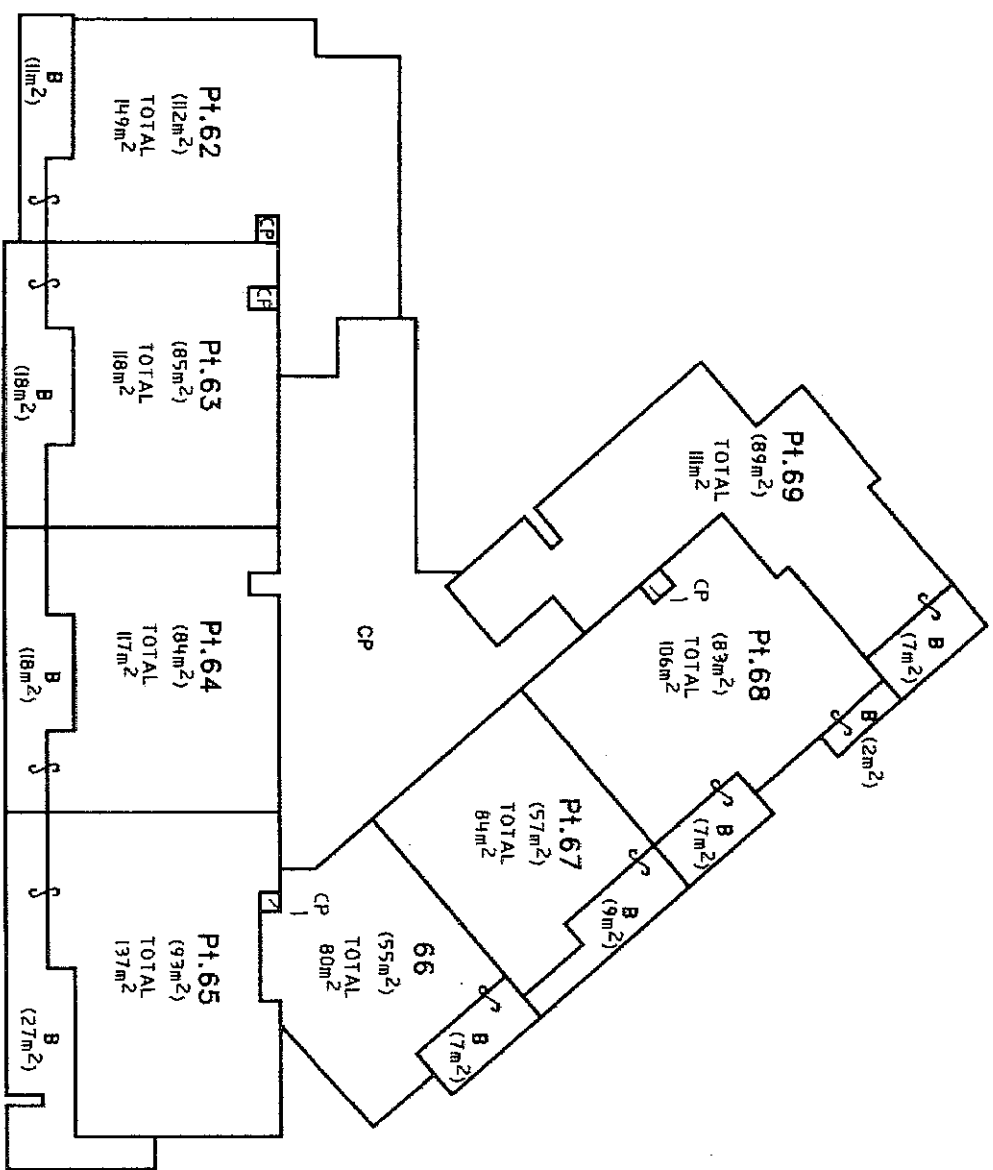
Lengths are in metres



Indira Watson
Registered Surveyor

Indira Watson
Authorised person/Manager/Manager/Registered Certifier

SP72445



LEVEL 9

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE IT'S BASE

Reduction Ratio 1:200

Lengths are in metres

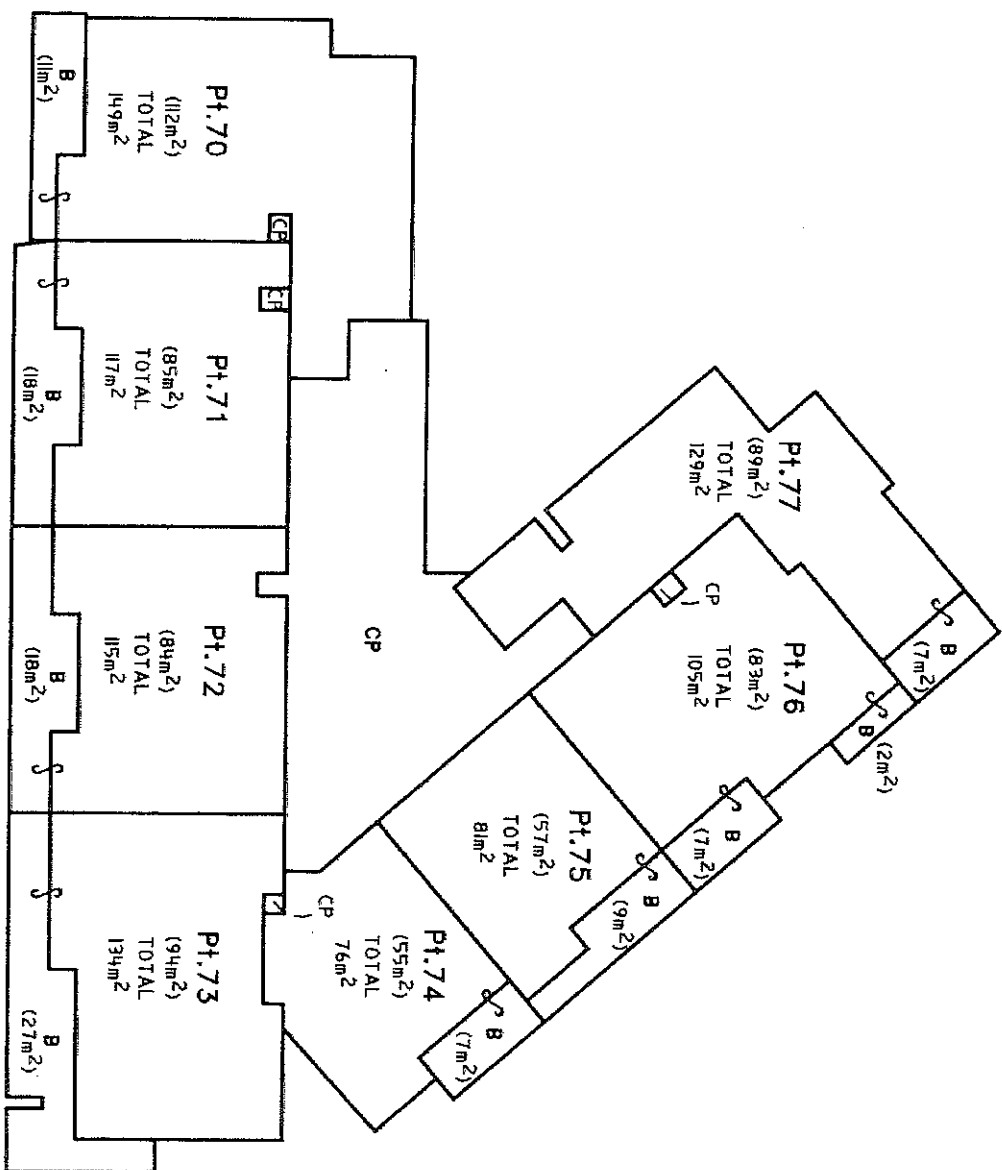


Andrew Watson
Registered Surveyor

Michael
Authorised person/Competent Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 2952TSP1

SP72445



LEVEL 10

NOTES:

1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEDOM DEVELOPMENT) ACT 1973 ONLY.
2. CP DENOTES COMMON PROPERTY
3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

Reduction Ratio 1:200

Lengths are in metres

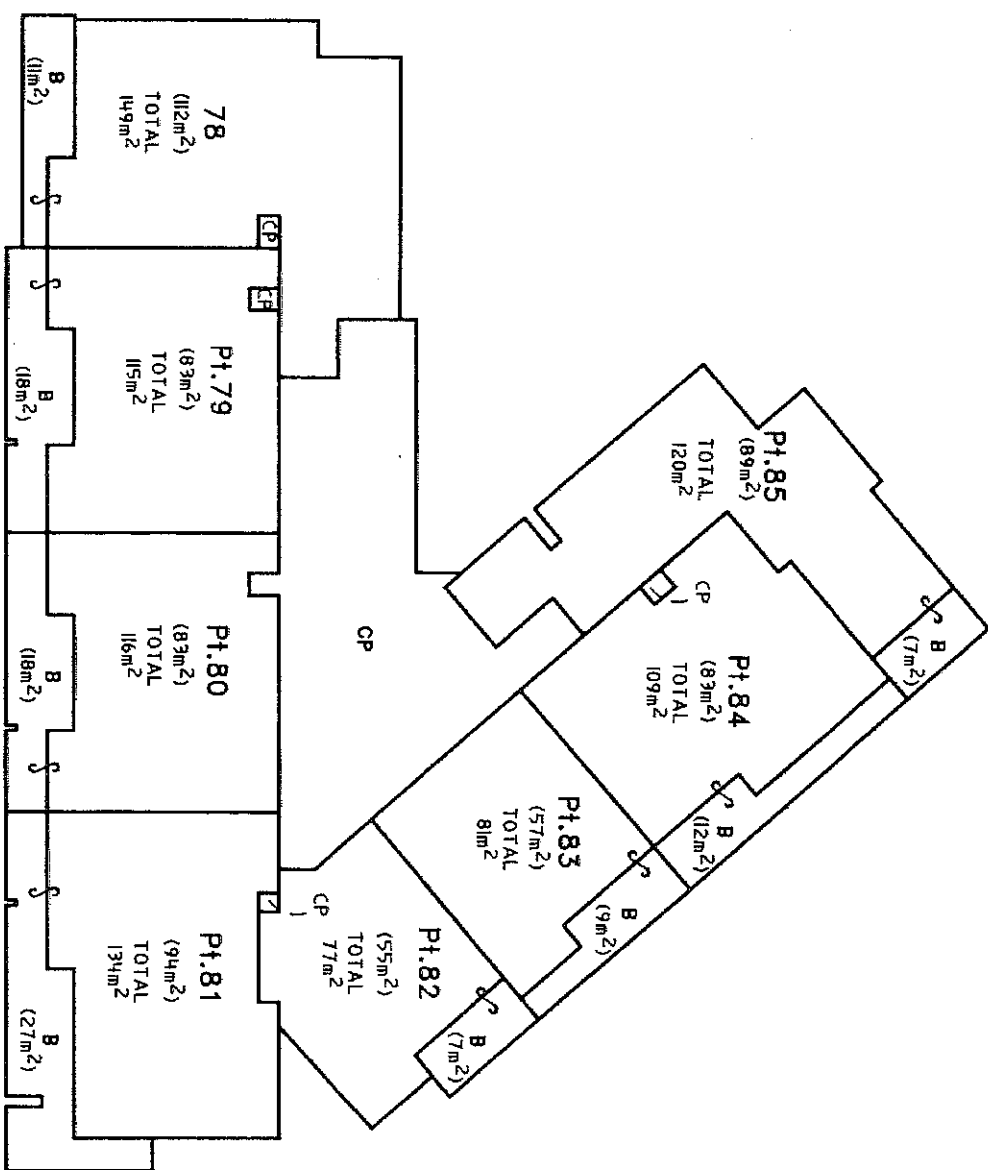
Andrew Johnson

Registered Surveyor

Authorised person/competent person/Registered Certifier



SP72445



LEVEL 11

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE IT'S BASE

Reduction Ratio 1:200

Lengths are in metres.

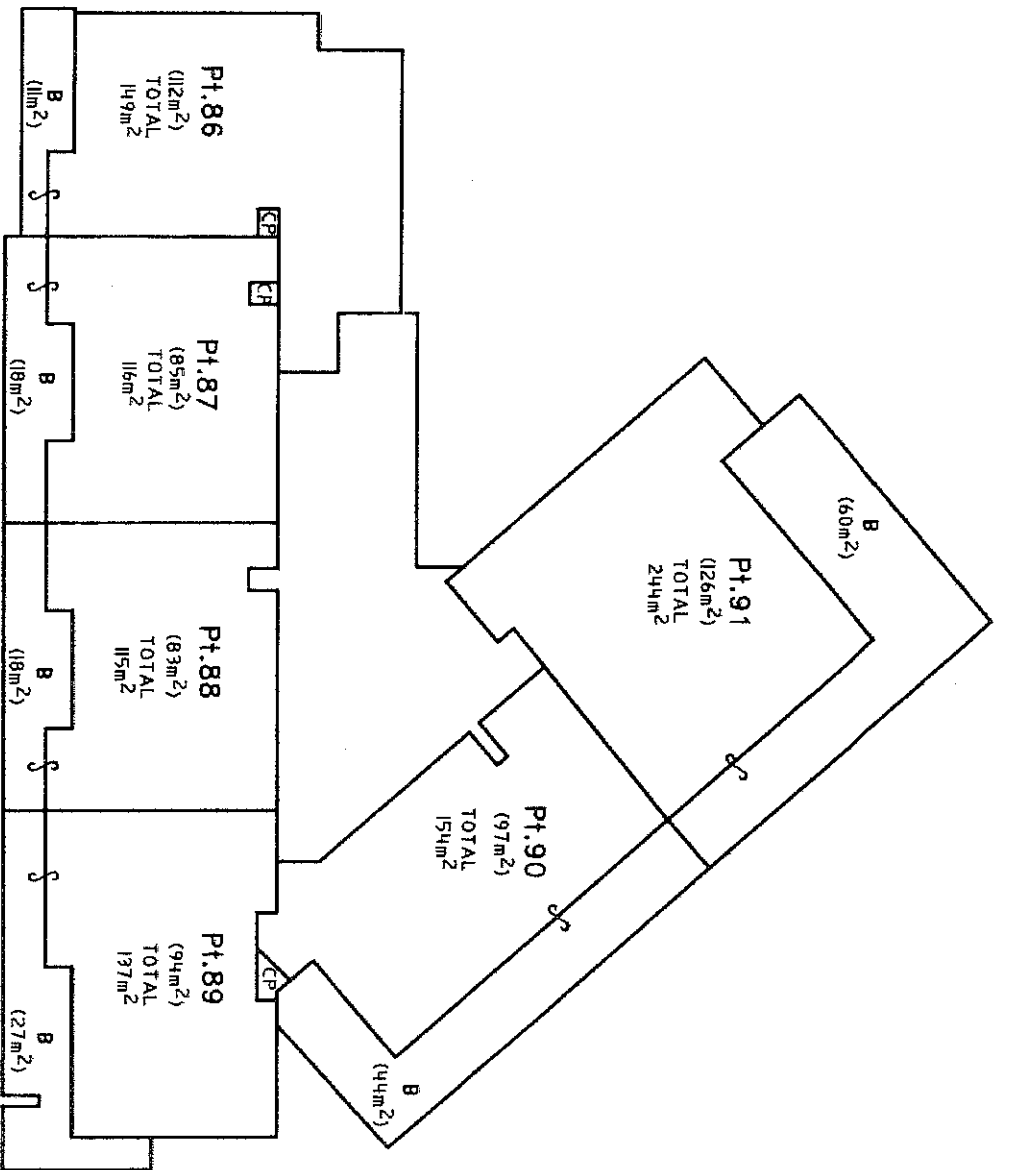
Andrew Horgan
Registered Surveyor

Michael J. Horgan
Authorised person/chartered member/Registered Certifier

SURVEYOR'S REFERENCE: 29527SPI



SP72445



LEVEL 12

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

Reduction Ratio 1:200

Lengths are in metres

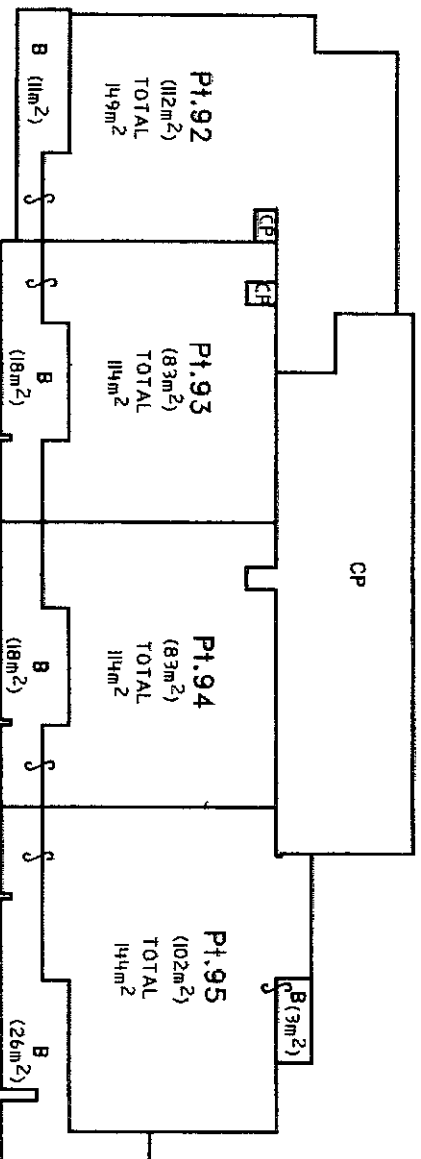
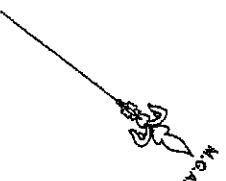


Andrew Haddon
Registered Surveyor

Michael J. Haddon
Authorised person/Company Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 29527SP1

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LEVEL 13

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE IT'S BASE

Reduction Ratio 1:200

Lengths are in metres

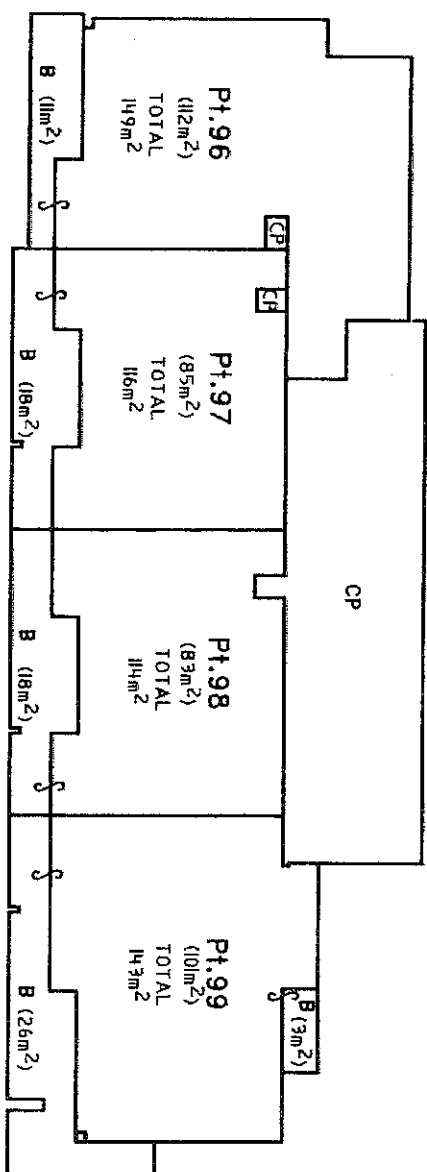
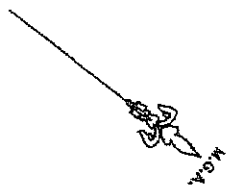


Andrew Hare
Registered Surveyor

Authorised person/Caravan Manager/Notarified Certifier

SURVEYOR'S REFERENCE: 29527SP1

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LEVEL 14

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE IT'S BASE

Reduction Ratio 1:200

Lengths are in metres

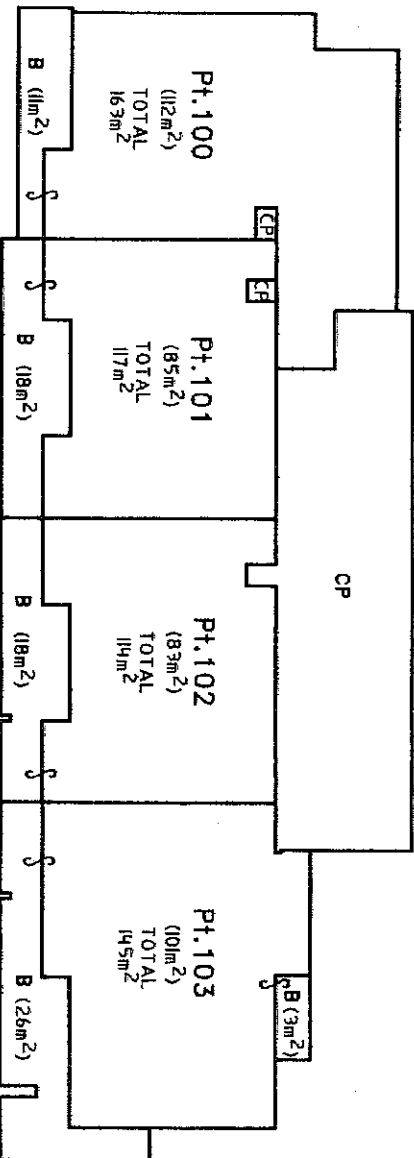


Registered Surveyor

Authorised person, Licensed Manager/Accredited Certifier

SURVEYOR'S REFERENCE: 29527SP1

SP72445



LEVEL 15

NOTES:

1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1979 ONLY.
2. CP DENOTES COMMON PROPERTY
3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

Reduction Ratio 1:200

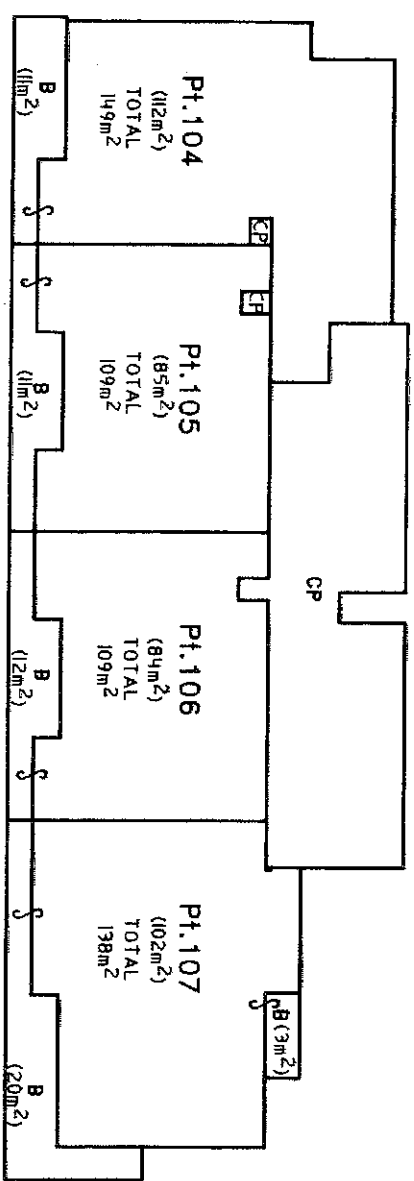
Lengths are in metres



Andrew W. Jones
Registered Surveyor

Andrew W. Jones
Authorised person/General Manager/Notified Certifier

SP72445



LEVEL 16

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREETHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

Reduction Ratio 1:200

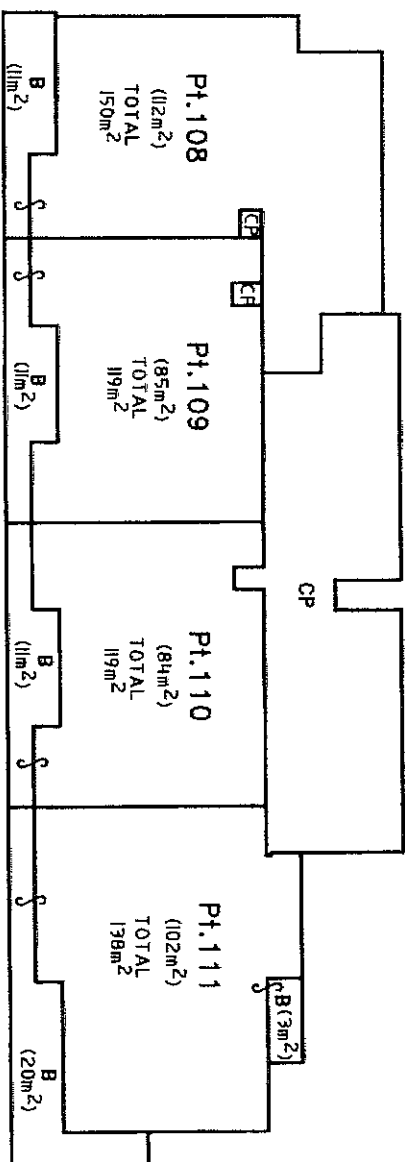
Lengths are in metres

Kudus Wase
Registered Surveyor

[Signature]
Authorized person/General Manager/Accredited Certifier



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LEVEL 17

NOTES:

1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
2. CP DENOTES COMMON PROPERTY
3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE IT'S BASE

Reduction Ratio 1:200

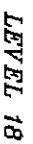

Lengths are in metres



Andrew Watson
Registered Surveyor

Andrew Watson
Authorised person/Registered Surveyor/Accredited Certifier

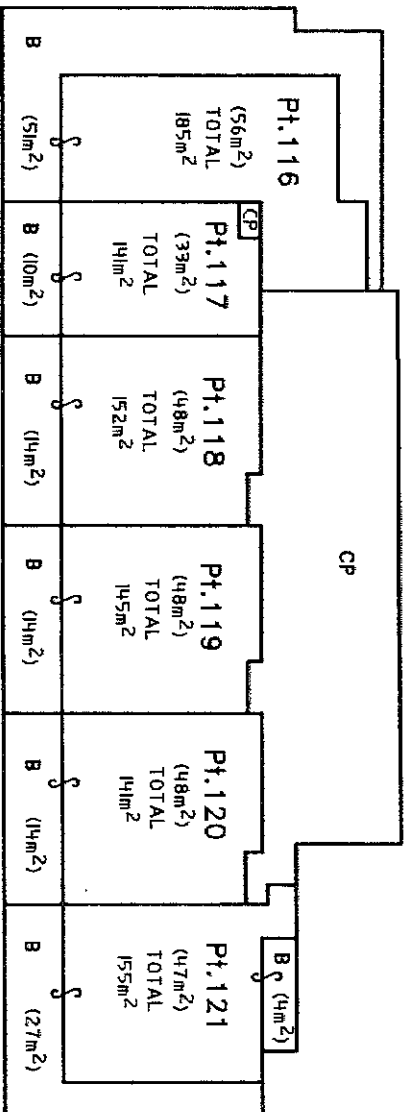
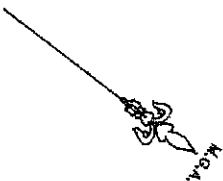
SURVEYOR'S REFERENCE: 29527SP1



3. 8 DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT
2.8 METRES ABOVE IT'S BASE

Authorized Person/Current Monitor/ Accredited
Cardiologist

SP72445



LEVEL 19

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE ITS BASE

Reduction Ratio 1:200

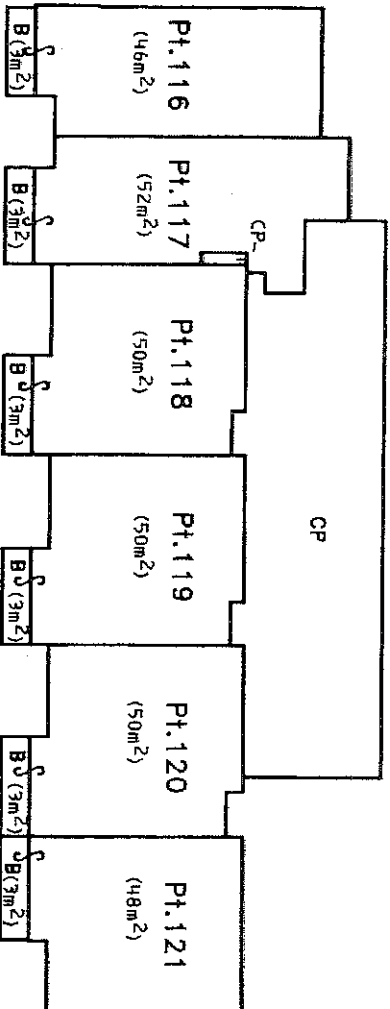
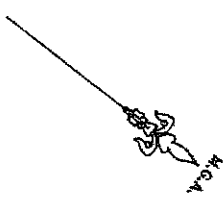
Lengths are in metres



Andrew Mason
Registered Surveyor

Andrew Mason
Authorised person/General Manager/Accredited Certifier

SP72445



LEVEL 20

- NOTES:
1. AREAS ARE APPROXIMATE AND FOR THE PURPOSES OF THE STRATA SCHEMES (FREEHOLD DEVELOPMENT) ACT 1973 ONLY.
 2. CP DENOTES COMMON PROPERTY
 3. B DENOTES BALCONY AND WHERE NOT COVERED EXTENDS IN HEIGHT 2.8 METRES ABOVE IT'S BASE

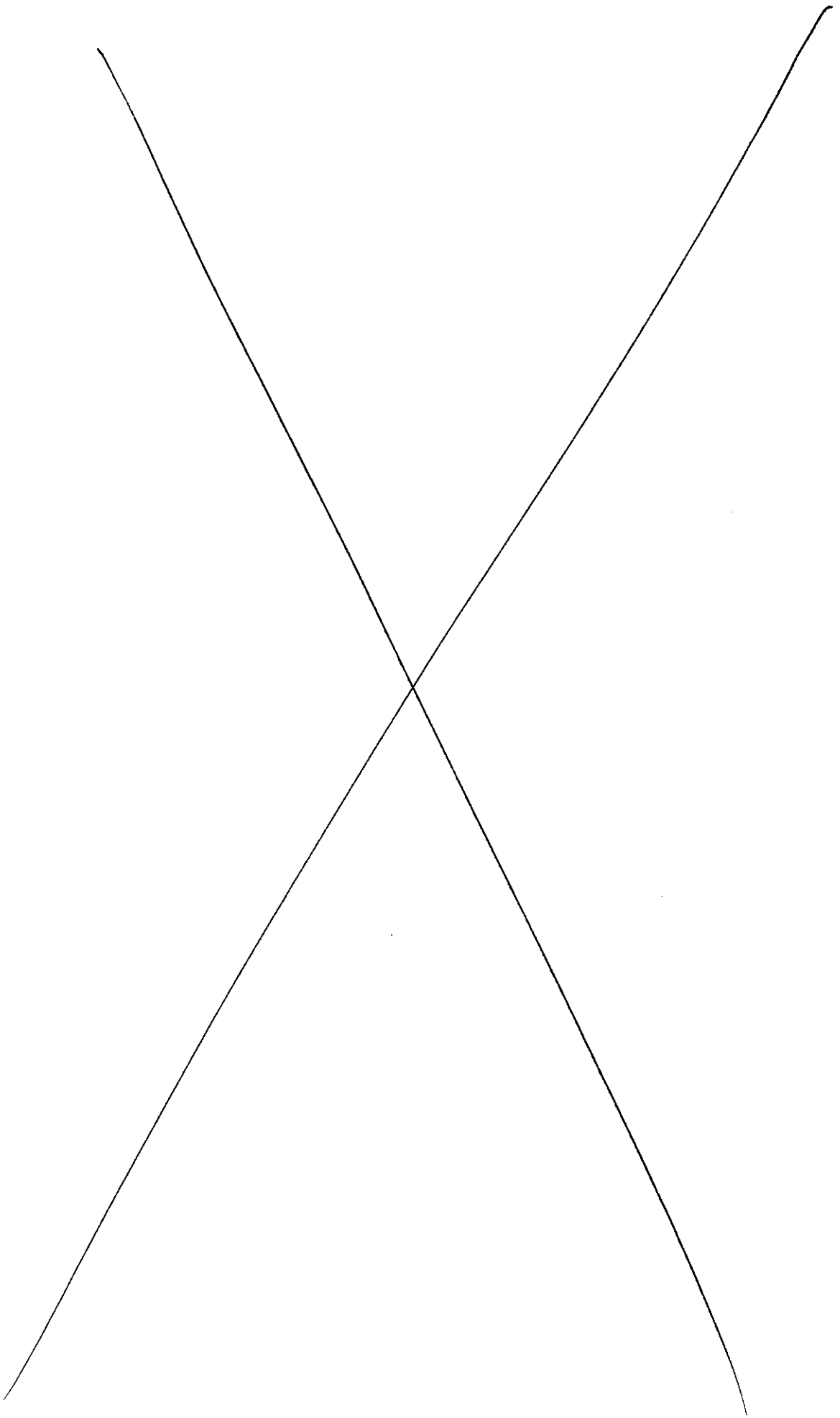
Reduction Ratio 1:200

Lengths are in metres



Andrew Nelson
Registered Surveyor

Andrew Nelson
Authorised: Jointly/Conduct Manager/Accredited Certifier



21 MAY 2004

SP72445

Strata Schemes (Freehold Development) Act 1973

Division 2B

Sections 28R - 28W and Schedule 1C

STRATA MANAGEMENT STATEMENT

PROXIMITY, ARNCLIFFE

SP72445

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Part A

Introduction

1. Parties bound

This Statement is binding on:

- (a) the Residential Owners Corporations;
- (b) the Retail Stratum Lot Owner.

Part B

Compulsory matters

2. Management of the Building

2.1 The building management committee

- (a) The Members must establish and maintain forever the Committee comprising a representative of each Member within 1 month of registration of this Statement.
- (b) The Members' representatives will be appointed or selected in accordance with a Special Resolution or by-law made by the relevant Owners Corporation or a resolution or decision made in the appropriate manner by each Member.
- (c) The Members' representatives must represent the Members at meetings of the Committee.
- (d) Each Member must give to each other Member notice of its address and telephone number and the name, address and telephone number of its representative for the time being.
- (e) A Member may at any time give to the other Members notice of the name, address and telephone number of a duly appointed replacement representative.
- (f) Service of notices or documents on the Committee must be in accordance with the requirement for service in clause 6 and is effective if given to each Member's representative for the time being as notified under either clause 2.1(d) or 2.1(e).

2.2 Chairperson/Office bearers

The Committee must appoint one of the Member's representative or the Strata Manager to act as chairperson for each meeting and any other office bearer as the Committee considers necessary from time to time.

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2.3 Functions

The functions of the Committee are to:

- (a) comply with the Act and this Statement;
- (b) manage the Building so that the Members comply with their obligations under this Statement;
- (c) make and implement decisions in respect of relevant matters referred to in this Statement;
- (d) operate, maintain, replace, renew and/or add to the Shared Facilities as necessary;
- (e) update the list of Shared Facilities as necessary;
- (f) control the use of the Shared Facilities justly and fairly;
- (g) make just and fair allocation of the cost of operation, maintenance, replacement, renewal, insurance of or additions or alterations to Shared Facilities in accordance with Schedule 2 subject to any amendments made in accordance with this Statement;
- (h) effect the Insurances according to the Act and maintain contracts for maintenance as necessary;
- (i) consider any submission to the Committee by a Member under clause 4.6;
- (j) monitor the performance by the Members of their obligations under the Act and this Statement;
- (k) monitor the performance of the Strata Manager and the Building Manager;
- (l) appoint one or more of its Members to perform any of its powers, authorities, duties or functions set out in the Act and in doing so it must clearly define the power, authority, duty or function which must be carried out by that Member according to the Committee's directions; and
- (m) consider and determine any other matter which the Members determine should be considered by the Committee.

3. Meeting procedures

3.1 Convening meetings

- (a) Meetings of the Committee must be held:
 - (i) if required under this Statement;
 - (ii) within 1 month of a written request by a Member, not being a Member in Default, setting out the issue or proposal required to be addressed;

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- (iii) at least every six months; and
- (iv) if the Committee decides to do so.
- (b) 14 days notice of a meeting with an agenda must be given by the Committee to the Members but, in the case of an emergency, shorter notice may be given. The Committee must deal only with the matters on the agenda for a meeting.

3.2 Quorum

At any meeting of the Committee, a quorum will consist of a representative of each Member except a Member in Default. If a quorum is not present within 30 minutes from the time appointed for a meeting, the meeting will be adjourned for 3 business days to be held at the same time and at the same place notified for the original meeting. The quorum for the adjourned meeting will be that number of representatives present at the original meeting.

3.3 Voting

At all meetings of the Committee, the Members, provided they are not a Member in Default, are entitled through their representative to vote as follows.

- (a) Residential Building A 44 votes;
- (b) Residential Building B 31 votes;
- (c) Residential Building D 11 votes;
- (d) Residential Building E 8 votes;
- (e) Retail Stratum Lot - 6 votes

3.4 Voting rights

- (a) The representative of a Member in Default cannot vote at a meeting but can attend and address the meeting.
- (b) A Member's representative must exercise a vote at a meeting in accordance with the direction of the Member who appointed the representative.
- (c) The chairperson does not have a casting vote at meetings of the Committee.

3.5 Appointment

The Committee may by Unanimous Resolution appoint one or more of its members to perform any Committee powers, authorities, duties or functions.

3.6 Delegation

The Committee may at any time and from time to time delegate any of its powers, authorities, duties or functions to the Strata Manager.

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3.7 Records

- (a) The Committee must distribute minutes of its meetings to the Members within 10 days after the meeting.
- (b) The Committee may set a procedure for inspecting and for obtaining copies of the records of the Committee.

3.8 Decisions

The Committee may make decisions only:

- (a) according to this Statement;
- (b) at a properly convened meeting of the Committee; and
- (c) by Ordinary Resolution or Unanimous Resolution.

3.9 Ordinary Resolution

The matters that the Committee must decide by Ordinary Resolution are:

- (a) appointing or terminating the appointment of a Strata Manager or Building Manager;
- (b) appointing or terminating the appointment of a service provider to the Committee;
- (c) entering into contracts of insurance;
- (d) establishing the administrative fund for the day to day costs of operating and maintaining Shared Facilities, insurance costs and administrative costs and determining contributions for their fund; and
- (e) establishing the sinking fund for the Shared Facilities and determining contributions for that fund.

3.10 Unanimous Resolution

The matters that the Committee must decide by Unanimous Resolution are:

- (a) amending, adding to or repealing all or any part of this Statement;
- (b) repaying all or part of the Committee's funds to Members;
- (c) changing architectural or landscape standards pursuant to clause 12;
- (d) amending, modifying or adding a Shared Facility; and
- (e) changing, adding to or adjusting the division of costs for any Shared Facility;

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provided that any Member who does not have the benefit of or does not contribute to the costs of any Shared Facility does not have a vote for the purposes of any Unanimous Resolution about that Shared Facility.

4. Rights and obligations

4.1 Compliance by Members

- (a) The Members must:
 - (i) comply promptly with their obligations under this Statement and the Act;
 - (ii) pay promptly their respective contributions for Shared Facilities and any other payments due under this Statement;
 - (iii) effect and maintain the Insurances required by this Statement and the Act;
 - (iv) implement decisions of the Committee;
 - (v) ensure that the Building is effectively managed to a standard appropriate to its permitted use;
 - (vi) ensure the proper operation, maintenance, repair, renovation and replacement of the Shared Facilities;
 - (vii) not interfere with services used by a Member or Occupiers bound by this Statement;
 - (viii) not alter the architectural or landscape standards of the Building unless the alteration is supported by Unanimous Resolution;
 - (ix) not release, vary or modify the Easements created to drain water or sewerage serving the Building without the prior written approval of Sydney Water; and
 - (x) comply with the Easements.
- (b) Each Member will be responsible for its respective acts and those of its Occupiers, contractors, employees and agents in occupying or using parts of another Member's property and will release that other Member, its Occupiers, contractors, employees and agents from any costs, claims or liability unless the other Member, its Occupiers, contractors, employees or agents have been negligent.
- (c) Each Member must use reasonable endeavours to require its Occupiers, contractors, employees and agents (and in the case of an Owners Corporation, each owner of a lot in a Strata Scheme) to comply with this Statement and the Easements.

SP72445

4.2 Rights of Access over parts of the Building

- (a) The Members, Owners and Occupiers must not interfere unreasonably with access to or from any part of the Building including the Shared Facilities by another Member, Owner or Occupier.
- (b) The Members, Owners and Occupiers must allow the other Members, Owners and Occupiers the use of common property in the Strata Scheme for the Residential Lots and Retail Lots for access to or from another Stratum Lot or Strata Lot.
- (c) For the purposes of clause 4.2(a) & (b) the Residential Owners Corporation may impose conditions on use and access including the use of security keys and other security devices.

4.3 Access to Shared Facilities

- (a) Each Member must give the Committee access to maintain, repair and replace Shared Facilities located in the common property of a Strata Scheme or a Stratum Lot.
- (b) The Committee must give reasonable notice to a Member before it requires access to that Member's common property to maintain, repair or replace Shared Facilities.
- (c) Except in an emergency, the Committee may gain access under this clause 4.3 to the common property of a Member's Strata Scheme or Stratum Lot only:
 - (i) during the hours reasonably agreed to by the relevant Member; and
 - (ii) according to the reasonable requirements of the relevant Member.

4.4 Agreement to Shared Costs

- (a) The Members agree to the apportionment of Shared Costs as set out in Schedule 2.
- (b) The Members acknowledge that the apportionments are and must always be fair and reasonable having regard to the use and benefit of the Shared Facilities to each Member.

4.5 Nature of obligations

The obligations of the Members under this Statement are joint and several.

4.6 Submissions by Members

A Member who is not a Member in Default has the right to submit to the Committee a proposal to:

- (a) vary, modify, repair, renew or replace a Shared Facility;
- (b) recommend an additional facility for the Building;
- (c) vary Schedule 2;
- (d) alter any external area of the Building;

SP72445

- (e) amend this Statement;
- (f) replace the Strata Manager or the Building Manager or appoint a new Strata Manager or Building Manager; and
- (g) consider any other matter or thing to which this Statement has application.

5. Dispute resolution

5.1 First resort

If a dispute arises between the Members in connection with a provision of this Statement or the administration of the Shared Facilities or the Building, then that dispute must be dealt with in accordance with this clause 5 and no Member may pursue any action with the Strata Schemes Commissioner or Strata Schemes Board or pursue any other legal process or arbitration until the dispute has been determined under this clause.

5.2 Notice requirements

If:

- (a) one or more Members have given to the other Members notice of a dispute in connection with this Statement (**Notice**); and
- (b) the Members are unable in good faith to settle the dispute within 14 days after the Notice has been given (and in that regard the Members are obliged to have direct dealings with each other either by a meeting or a telephone conference);

then a Member may by notice to the other Members require the dispute to be referred to an independent expert (**Expert Notice**).

5.3 No agreement

If all the Members cannot agree on such an expert within 7 days of the Expert Notice, the expert will be nominated by the president of the relevant institute for determining such expert. If all the Members cannot agree on the most appropriate institute, the institute will be nominated by the president for the time being of the Law Society of New South Wales.

5.4 Expert

The person agreed to or appointed is to act as an expert and not as an arbitrator.

5.5 Written submissions

The Members in dispute may make written submissions to the expert regarding the dispute and must give to the expert all relevant information within 7 days of the expert's written request.

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5.6 Costs

The cost of the expert's decision will be borne by those Members in such shares as the expert determines. Each party must pay its own costs in connection with the dispute.

6. Service of notices

6.1 Service requirements

A notice, approval, consent or other communication in connection with this Statement must be in writing and must be left at the address of the addressee, or sent by prepaid ordinary post to the address of the addressee or by facsimile to the facsimile number of the addressee or if the addressee notifies another address or facsimile number then to that address or facsimile number.

6.2 Receipt requirements

- (a) Unless a later time is specified in it, a notice, approval, consent or other communication shall take effect from the time it is received.
- (b) A letter is taken to be received if posted on the third day after posting, and a facsimile is taken to be received on production of a transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety to the facsimile number of the relevant recipient.

Part C

Other matters

7. Strata Manager and Building Manager

7.1 The Strata Manager

- (a) The Committee may appoint a Strata Manager to assist it to perform its functions under this Statement.
- (b) The Committee may require the Strata Manager to:
 - (i) ensure the proper operation, maintenance, repair, renovation and replacement of the Shared Facilities;
 - (ii) effect and maintain the Insurance on behalf of the Members;
 - (iii) implement decisions made by the Committee;
 - (iv) prepare a plan for any refurbishment works or any other Works;
 - (v) carry and maintain licences required by law to be a strata managing agent;

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- (vi) carry out or arrange for the carrying out of maintenance, repair and replacement of a Shared Facility, collect from the Members the maintenance, repair, renovation or replacement costs of a Shared Facility.
- (c) If the Committee appoints a Strata Manager, it must enter into an agreement with the Strata Manager which clearly sets out the terms of appointment and the functions delegated to the Strata Manager.

7.2 The Building Manager

- (a) The Committee may appoint, negotiate and enter into an agreement with the Building Manager to provide management and operational services for the Building.
- (b) The Committee may require the Building Manager to carry out the following duties under the agreement referred to in clause 7.2(a):
 - (i) caretaking, supervising and servicing Shared Facilities and the Building generally;
 - (ii) supervising the cleaning, repair, maintenance, renewal or replacement of Shared Facilities;
 - (iii) providing services to the Committee and Members and their occupiers including a letting, property management and/or sale service and any ancillary services;
 - (iv) supervising the Committee's employees and contractors; and
 - (v) carrying out any other task that the Committee agrees is necessary for the operation and management of the Building.

8. Insurance

8.1 Insurance obligations

- (a) The Committee must effect and maintain the Insurances throughout the operation of this Statement and without limitation must:
 - (i) at least every 2 years appoint an appropriately qualified expert (with at least 5 years experience in insurance valuations for buildings of this type) to advise it as to the adequacy and appropriateness of the Insurances; and
 - (ii) allow for insurance premium cost increases which may occur during the period of such Insurances.
- (b) The Committee must ensure that any relevant information known to it and relating to the Insurances is provided to the approved insurer.
- (c) The Members agree that the cost of the Insurances is to be included in the Shared Costs.
- (d) If a Member does anything to increase an insurance premium then that Member must pay the amount of the increase of the premium.

SP72445

8.2 Members responsibilities

- (a) A Member must not, without the prior written consent of the Committee, do or permit anything which may invalidate or suspend any insurance or increase the premium for insurance effected under the Act.
- (b) If a Member does anything which increases the premium for an Insurance effected under the Act then that Member must pay any resulting additional insurance premium.

9. Shared Facilities and costs

9.1 Contribution to Shared Costs

- (a) The Members must contribute to the Shared Costs in the proportions referred to in Schedule 2.
- (b) The Members acknowledge that the proportions of the Shared Costs are based on those methods for allocation referred to in Schedule 3 and are appropriate.

9.2 Estimate of Shared Costs

- (a) The Committee must estimate how much money it will need for each 12 month period in advance to pay the Shared Costs incurred under this Statement.
- (b) The estimate referred to in clause 9.2(a) must be made no later than 30 days after the registration of this Statement and after that, as required by the Committee.

9.3 Contributions to Shared Costs

The Committee must impose a contribution on each Member being each Member's Share of the relevant estimate under clause 9.2(a) by written notice and each Member must pay the contribution within the time specified for payment in the notice.

9.4 Additional expenses contribution

If the Committee is faced with additional expenses which it cannot immediately meet from funds accumulated after levying each Member in accordance with clause 9.3, then it must impose a further contribution on each Member to meet the additional expenses as determined by the Committee in accordance with the appropriate formula for allocation in Schedule 3.

9.5 Establishing accounts

- (a) The Committee may establish 2 accounts for contributions to Shared Costs:
 - (i) a capital works fund to pay for renewals and replacement of Shared Facilities; and
 - (ii) an administrative fund to pay the day to day expenses of operating and maintaining Shared Facilities, insurance costs, administrative costs and other costs that are not capital works fund costs.

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- (b) The Committee must levy the first contribution within 1 month after this Statement is registered.
- (c) The Committee must budget and levy sufficient contributions for its funds under clause 9.5(a) to comply with its obligations under this Statement.

9.6 Accounting

- (a) Within 2 months after the expiration of each 12 month period referred to in clause 9.2(a), the Committee must provide to each Member a duly audited report comprising but not limited to:
 - (i) a statement of income and expenditure;
 - (ii) the balance carried forward from the previous period and the cash in hand at the end of the current period; and
 - (iii) particulars of any arrears of contributions.
- (b) The Committee must open a bank/building society account and pay into it all amounts received under this clause 9. Withdrawals from that account must only be used for purposes permitted under this Statement or in accordance with a Unanimous Resolution authorising an expenditure of money.
- (c) The Committee may place money in an interest bearing deposit account at a bank or building society. If the account earns interest, the Committee may:
 - (i) credit it to one of the Committee's accounts; or
 - (ii) pay it to the Members in shares decided by the Committee.

9.7 Dealing with surplus funds

If there are surplus funds in any fund established under clause 9.5, the Committee may distribute it between the Members in the shares decided by the Committee.

9.8 Member in Default

If a Member fails to pay a contribution imposed under either clauses 9.3 or 9.4, it will then be a Member in Default and:

- (a) any money payable and unpaid by the Member in Default accrues interest at the Default Rate and may be recovered by any other Member (acting as agent for the Committee) as a debt due and owing; and
- (b) if another Member has paid the Member in Default's contribution, then the amount equivalent to that contribution owing must be paid to that other Member when recovered without deduction of any costs or expenses incurred in such recovery and the Committee will decide what proportion of interest at the Default Rate payable under clause 9.8(a) (if any) is to be paid to the other Member to compensate that Member for paying the Member in Default's contribution;

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- (c) while a Member remains a Member in Default, that Member's representative is not entitled to exercise its vote at any meeting of the Committee.

9.9 Failure to provide information

- (a) The Committee may do anything under this clause 9 which in the opinion of the Committee, a Shared Facility Member has not done or not done properly.
- (b) If the Committee exercises a function under clause 9.9(a) the Shared Facility Member must reimburse the Committee for its costs in exercising the function.

10. Alterations to Shared Facilities and Shared Costs

10.1 Acknowledgment

The Members acknowledge that Schedule 1 and Schedule 2 may need to be amended if:

- (a) additional Shared Facilities are identified;
- (b) any of the Shared Facilities are modified or replaced;
- (c) there are any alterations to the Building;
- (d) there are any variations in the usage of the Shared Facilities; or
- (e) changes to legislation require it.

10.2 Alterations to Shared Facilities

The Committee may vary, modify, alter, add to, repair, renew or replace the Shared Facilities as required and such when carried out will be treated as amending Schedule 1 and Schedule 2 in the appropriate way.

10.3 Alterations to Shared Costs

The Committee may vary a Member's Share if there is a change in that Member's usage of the Shared Facilities.

11. Maintenance of Shared Facilities

11.1 Member to maintain

Members must maintain, repair and where necessary replace the Shared Facilities forming part of that Member's Strata Scheme or Stratum Lot.

11.2 Committee may maintain

The Committee may at its discretion arrange for and procure the carrying out of maintenance, repair or replacement of the Shared Facilities as if it were the Member responsible under Part 2 of

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the Act to maintain, repair or replace the Shared Facilities (being part of that Member's Strata Scheme or Stratum Lot common property). If the Committee carries out maintenance, repair or replacement of Shared Facilities (being part of a Member's Strata Scheme or Stratum Lot common property) it must pay for the repair and maintenance out of money standing in the accounts referred to in clause 9.5.

11.3 Committee may direct maintenance

The Committee may direct, by notice in writing, a Member ordinarily responsible under Part 2 of the Act to carry out maintenance, repair or replacement of Shared Facilities (being part of that Member's Strata Scheme or Stratum Lot common property) to carry out maintenance, repair and replacement of any Shared Facilities referred to in the notice. If the Committee gives a notice directing the Member to carry out maintenance, repair or replacement of Shared Facilities, the Member must carry out the maintenance, repair and replacement and the Committee must pay the full cost to the Member out of money standing in the accounts referred to in clause 9.5 as and when the cost becomes due for payment.

12. Architectural and landscape standards

- (a) The Committee may make architectural and landscape standards for the Building.
- (b) The Members must comply with the architectural and landscape standards.
- (c) The Committee may amend, modify or add to the architectural or landscape standards by Unanimous Resolution.
- (d) Only a representative of a Member whose Strata Scheme or Stratum Lot common property will be directly affected by an amendment, modification or addition to architectural or landscape standards may vote in a resolution regarding those matters.
- (e) A person bound by these standards may apply to the Committee to change the standards by the procedures for application set from time to time by the Committee.
- (f) The Committee's review and decision on applications for amendment, modification or additions to the standards are in its absolute discretion.
- (g) Compliance with this clause does not relieve any person from an obligation to obtain a consent under the relevant Strata Scheme by-laws or from any relevant statutory authority.

13. Telecommunications equipment

- (a) The Members and Owners acknowledge that from time to time there may be located on the roof of the Building and at various locations throughout the Building telecommunications equipment including but not limited to aerials, antenna, microwave dishes together with associated cables, pipes and wires which must be installed with the approval of all the relevant statutory authorities.

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- (b) The Members and Owners acknowledge that they may not derive any benefit or use from such telecommunications equipment and agree not to make any objection, requisition or claim in relation to that equipment.

14. Swimming pool and Gymnasium Areas

- (a) The Swimming Pool and Gymnasium Areas are available for use by the Residential Lot Owners and Occupiers and their accompanied guests (**Pool and Gym Users**) only, at the times and on the conditions for use to be prescribed by the Building Manager as approved by Committee.
- (b) Retail Lot Owners and Occupiers of Retail Lots are not entitled to use the Swimming Pool and Gymnasium Areas of the Strata Lots.
- (c) Subject to this clause, the Pool and Gym Users may use the Swimming Pool and Gymnasium Areas only during the hours nominated by the Building Manager or Committee and must accompany their guests at all times.
- (d) The Pool and Gym Users must:
 - (i) ensure that an adult exercising effective control accompanies children under 12 who are in the care of the Pool and Gym Users when the children use or are in the Swimming Pool and Gymnasium Areas;
 - (ii) be adequately clothed when using the Swimming Pool and Gymnasium Areas; and
 - (iii) leave gym equipment in a clean and hygienic condition after they use it.
- (e) The Pool and Gym Users must not, and must ensure that their visitors do not:
 - (i) bring glass (eg drinking glasses) or sharp objects into the Swimming Pool and Gymnasium Areas;
 - (ii) do anything that might be dangerous in the Swimming Pool and Gymnasium Areas;
 - (iii) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of the Swimming Pool and Gymnasium Areas by other Pool and Gym Users;
 - (iv) bring food or drink into the Swimming Pool and Gymnasium Areas without consent from the Building Manager or Committee (except for non-alcoholic drinks in plastic containers);
 - (v) hold parties or other functions (eg swimming classes or exercise classes) in the Swimming Pool and Gymnasium Areas without consent from the Building Manager or Committee; or

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- (vi) interfere with, operate or adjust pumps or other equipment servicing the Swimming Pool and Gymnasium Areas.

15. Recreation and Garden Areas

- (a) Use of the Recreation and Garden Areas are available for the exclusive use of Residential Lot Owners, Retail Lot Owners and Occupiers and their accompanied guests (**Garden Users**), at the times and on the conditions for use prescribed by the Building Manager as approved by the Committee.
- (b) Subject to this clause, the Garden Users may use the Recreation and Garden Areas only during the hours nominated by the Building Manager or Committee and must accompany their guests at all times.
- (c) The Garden Users must:
 - (i) ensure that an adult exercising effective control accompanies children under 12 who are in the care of the Garden Users when the children use or are in the Recreation and Garden Areas; and
 - (ii) be adequately clothed when using the Recreation and Garden Areas; and
- (d) The Garden Users must not, and must ensure that their visitors do not:
 - (i) bring glass (eg drinking glasses) or sharp objects into the Recreation and Garden Areas;
 - (ii) do anything that might be dangerous in the Recreation and Garden Areas;
 - (iii) make noise or behave in a way that might unreasonably interfere with the use and enjoyment of the Recreation and Garden Areas by other Garden Users or Occupiers;
 - (iv) bring food or drink into the Recreation and Garden Areas without consent from the Building Manager or Committee (except for non-alcoholic drinks in plastic containers);
 - (v) conduct any sport or games or hold parties, or other functions in the Recreation and Garden Areas without consent from the Building Manager or Committee; or
 - (vi) interfere with, operate or adjust pumps or other equipment serving the Recreation and Garden Areas.

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16. Garbage Facilities/waste areas

16.1 Overall responsibility

The Committee has the overall responsibility for ensuring that garbage and recyclable materials are properly stored and removed from Proximity. Each Member has obligations in relation to the storage and disposal of waste from their Stratum Lot or Stratum Scheme.

16.2 Shared Facilities

The Garbage Facilities are Shared Facilities.

16.3 Obligations of Members, Owners and Occupiers

Members, Owners and Occupiers must deliver their garbage and recyclable materials to the Garbage Facilities and store it in the Garbage Area allocated for their use by the Committee, if any.

16.4 How to dispose of garbage

Owners and Occupiers must:

- (a) drain and securely wrap household garbage before placing it in a garbage chute in the Building;
- (b) leave other garbage and recyclable materials in the part of the Garbage Area designated by the Committee for that purpose;
- (c) recycle garbage according to instructions from the Committee and Council;
- (d) drain and clean bottles and make sure they are not broken before you place them in the Garbage Areas; and
- (e) contact the Building Manager to remove (at the cost of the relevant Member, Owner or Occupier) large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service.

16.5 Rules for using garbage chutes

Owners and Occupiers must not put:

- (a) bottles or glass in a garbage chute;
- (b) liquids in a garbage chute;
- (c) items that weigh more than 2.5 kilograms in a garbage chute; or
- (d) boxes or large items in a garbage chute that might block it.

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16.6 Maintaining Garbage Facilities

The Committee must, at the cost of Members:

- (a) regularly clean, maintain, repair and where necessary, replace the Garbage Facilities;
- (b) make available for collection by Council household garbage and recyclable materials placed in the Garbage Areas; and
- (c) arrange for the removal from the Garbage Areas of large articles of garbage, recyclable materials, liquids or other articles that Council will not remove as part of its normal garbage collection service (at the cost of the relevant Manager, Owner or Occupier).

17. Using the Loading Dock

17.1 Shared Facility

The Loading Dock is a Shared Facility.

17.2 Obligations of Members, Owners and Occupiers

Members, Owners and Occupiers must:

- (a) keep the Loading Dock clean and tidy and in good condition;
- (b) ensure that no garbage, recyclable materials or other items are stored in the Loading Dock;
- (c) comply with any rules implemented by the Committee regarding the Loading Dock;
- (d) comply with any standing approvals regarding the use of the Loading Dock; and
- (e) ensure that they do not unnecessarily disturb other Members, Owners and Occupiers when using the Loading Dock.

18. Power to make rules

18.1 Committee to make rules

The Committee has the power to make rules regarding the use of the Loading Dock by Members, Owners and Occupiers. Members, Owners and Occupiers must comply with the Rules.

18.2 Inconsistencies

If there is any inconsistency between this Statement and an easement to use and access the Loading Docks, this Statement prevails to the extent of the inconsistency.

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19. Provision of services

19.1 What are the powers of the Committee?

Subject to sub-clause 19.2, the Committee has the power to supply the following services to Members, Owners and Occupiers:

- (a) electricity supply;
- (b) gas supply;
- (c) water supply; and
- (d) any other supply or service.

19.2 When can the Committee supply services?

The Committee has the power to supply the services referred to in clause 19.1 to Members, Owners or Occupiers if:

- (a) it decides to do so by Ordinary Resolution;
- (b) there would be significant cost savings if the Committee purchases the service in bulk and supplies to its Members, Owners or Occupiers;
- (c) the Committee reasonably determines it would be beneficial to the operation and management of Proximity for the Committee to supply the service; or
- (d) a Member, Owner or Occupier asks the Committee to supply the service.

19.3 Power to enter into contracts

The Committee has the power to enter into contracts and agreements with the providers of services.

19.4 Disconnecting a service

The Committee has the power to disconnect a service to a Member, an Owner or an Occupier who does not pay the Committee for the service according to this Statement only in the following circumstances:

- (a) if the disconnection does not interfere with the provision of that service to another Member, Owner or Occupier who has paid the Committee for the service; and
- (b) reasonable notice has been given to the Member, Owner or Occupier whose service is being disconnected.

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19.5 Matters the Committee must take into account

In considering whether to supply a service to Members, Owners or Occupiers the Committee must determine:

- (a) how it will recover costs from Owners and Occupiers who may connect to the service (who are not Members);
- (b) how the service will be metered; and
- (c) whether the service will be a Shared Facility.

20. Stormwater detention system

20.1 Council requirement

The development application consent 325/04 determined by Council on 15 December 2003 requires the construction and maintenance of a stormwater retention/detention facility at Proximity (Stormwater Detention System).

20.2 Maintenance

The Stormwater Detention System is a Shared Facility. The Members are responsible for and must arrange for the maintenance, repair and replacement of the Stormwater Detention Facility so as to ensure that it is at all times in effective working order and condition.

21. Using approved contractors

21.1 Overview

Many of the Shared Facilities in Proximity are highly technical and affect other components in the development. As a result:

- (a) Shared Facilities, building works and services must be maintained to a high standard; and
- (b) only contractors and consultants approved by the Committee may do structural building works and maintain or replace Shared Facilities.

21.2 Obligations of Committee

- (a) The Committee must:
 - (i) appoint and make sure that contractors and consultants approved by it are always available to maintain Shared Facilities and do structural building works; and
 - (ii) give each Member a list of current approved contractors and consultants.
- (b) The Committee may make a decision to approve a contractor or consultant in its absolute discretion.

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21.3 Obligations of Members, Owners and Occupiers

Member, Owners and Occupiers must only use approved contractors approved by the Committee for all work described in this clause.

22. Damage to Shared Facilities

Members, Owners and Occupiers must:

- (a) use Shared Facilities only for their intended purposes;
- (b) immediately notify the Committee if they know about damage to or a defect in a Shared Facility; and
- (c) compensate the Committee for any damage to Shared Facilities caused by the relevant Member, Owner or Occupier, their visitors or persons doing work in Proximity on their behalf.

23. Restricting access to Shared Facilities

Subject to this Statement, the Committee may restrict access to Shared Facilities.

24. Access to Proximity

24.1 Access control

The Members, Owners and Occupiers acknowledge that boomgates, electronic or other security devices and access controls in the carpark and foyers to Residential Buildings A, B, D and E are a Shared Facility.

24.2 Obligations of the Committee

The Committee will or will direct the Building Manager to provide security keys and access control devices that enable the Members, Owners and Occupiers to access their respective car spaces and lots at all times.

24.3 Members, Owners and Occupiers rights and obligations

Members, Owners and Occupiers must:

- (a) take all reasonable steps not to lose security keys and access control devices;
- (b) return security keys and access control devices to the Committee if they are not needed;
- (c) notify the Building Manager immediately if a security key or access control device is lost; and

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- (d) comply with the reasonable instructions of the Building Manager or Committee about security keys and, in particular, about re-coding and returning security keys and access control devices.

Members, Owners and Occupiers must not:

- (a) copy a security key or access control device; or
- (b) give a security key or access control device to someone who is not a Member, an Owner or an Occupier;

24.4 Who owns security keys?

Security keys and access control devices belong to the Committee.

24.5 Managing the security key system

The Committee will keep an up-to date register of the persons holding security keys and access control devices.

25. Visitor Parking

25.1 Visitor Parking is a Shared Facility

- (a) The Members, Owners and Occupiers acknowledge that the Visitor Parking is a Shared Facility.
- (b) The Visitor Parking designated "SV1-SV34" on the plan may be used by visitors of all Members.
- (c) The Visitor Parking designated "RV1-RV41" on the plan may only be used by visitors to Residential Lots.
- (d) The Committee may make Rules about the Visitor Parking including how and when the Visitor Parking may be used.
- (e) Members, Owners and Occupiers:
 - (i) may only use the Visitor Parking spaces to allow their visitors to park their vehicles on the Visitor Parking spaces on a temporary basis;
 - (ii) must comply with any Rules made by the Committee and directions made by the Building Manager.

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26. Restriction on Works

26.1 Member must not carry out Works

A Member must not carry out Works at Proximity unless:

- (a) the Works have been approved by the Committee under this part; and
- (b) all necessary approvals are obtained by Government Agencies.

26.2 Carrying out Works

All Works must be done strictly in accordance with:

- (a) any approvals for those Works given by the Committee and Government Agencies according to this Statement; and
- (b) all laws (including all environmental laws).

26.3 When to apply for government authority approval

A Member must not apply for Government Authority approval to carry out Works until the Member has obtained Committee approval.

26.4 Committee Members must apply to Committee to carry out Works

If a Member proposes to carry out any Works the Member must:

- (a) lodge an application with the Committee that complies with clause 26.5 and obtain the Committee's approval for the application before it commences any Works; and
- (b) comply with the reasonable requirements of the Committee in carrying out the Works.

26.5 Applications

Applications for Committee approval must be:

- (a) submitted by the Member or the Member's nominee or agent in writing;
- (b) submitted to the address for service of the Committee, which is the secretary's address; and
- (c) accompanied by 2 copies of, if applicable:
 - (i) building plans (including elevations and cross sections) and specifications relevant to the Works;
 - (ii) the descriptions and samples of exterior materials and colours and external light fittings if they are available;

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- (iii) a report setting out the impact of the Works on Shared Facilities, including how the Member proposes to minimise interruption to the Shared Facilities; and
- (iv) a report from a suitably qualified engineer setting out the effect of the Works on the structural integrity of Proximity.

26.6 Minimum requirements for Works

The Works must not:

- (a) adversely affect Proximity;
- (b) at any time, affect the quiet enjoyment of the Owner and Occupiers of the other Stratum Lots; and
- (c) result in an increase in the amount paid by the other Members with respect to Shared Facilities.

26.7 Additional information

The Committee may require an applicant Member to give additional information to clarify details in the application or the criteria that the Committee must assess when it considers the application. The Committee must make a request for additional information within 10 business days of receiving the application. The applicant Member must supply the additional information as soon as reasonably possible.

27. Committee approvals

27.1 Committee approval

After the Committee has considered an application it must give the applicant Member written notice approving the application (conditionally or unconditionally) or rejecting the application. The Committee must give the notice:

- (a) if the Committee does not require further information about an application, within 20 business days of receiving the application; and
- (b) if the Committee does require further information, within 10 business days after it receives the additional information.

27.2 Mandatory conditions

All applications that are approved by the Committee are subject to the following conditions:

- (a) The applicant Member must pay promptly all costs, charges and expenses in connection with the Works;
- (b) The applicant Member must ensure that the Works are done:
 - (i) in a proper and workmanlike manner;

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- (ii) with good construction practices, techniques and use of good quality materials;
- (iii) by skilled, qualified and licensed contractors, where appropriate; and
- (iv) in accordance with the approval of the Committee;
- (c) The applicant Member must use all reasonable endeavours to ensure that as little disruption as possible is caused to other Members, Owners and Occupiers; and
- (d) The applicant Member must provide 'as built plans' to the Committee at completion of the Works.

27.3 Other conditions

Conditions imposed by the Committee may include, but are not limited to:

- (a) submission of any additional plans and specifications or such other information as required by the Committee;
- (b) changes being made to any of the items or information included in the application;
- (c) maintaining and ensuring that the applicant Member's contractors maintain:
 - (i) the insurance required by law in respect of all persons employed in connection with the Works;
 - (ii) policies for public liability insurance, professional indemnity insurance and contractors' all risk insurance with respect to the Works,noting the interests of the Members in the policies.
- (d) compliance with all laws and requirements of Government Agencies;
- (e) approving contractors for work carried out to Shared Facilities;
- (f) payment of any costs associated with altering or amending the Shared Facilities; and
- (g) relevant indemnities for public liability.

27.4 Confirmation of approval

All approvals must be signed by the secretary or, in their absence, the chairperson of the Committee.

27.5 Expiry of approval

A Committee approval expires when any relevant Government Agency approval expires, or, if there are no other expiry dates, two years from the date of the Committee approval.

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27.6 Changes

If an applicant Member:

- (a) has obtained a Committee approval; and
- (b) obtains all necessary approvals from relevant government agencies; and
- (c) the Works have changed since the Committee approval was obtained because of the requirements of the relevant Government Agency or construction contingency.

the applicant Member must submit to the Committee, at the address for service of the Committee, which is the secretary's address, two copies of all necessary plans and sufficient information that shows or describes the extent of the changes.

27.7 Non-substantial changes

If the change is not a substantial change, the information is submitted to the Committee for information only.

27.8 Substantial changes

If the change is a substantial change, the Committee may modify its original approval by giving a modified approval within 10 business days after receipt of the information set out in clause 26.6 from the applicant Member.

27.9 Committee must act reasonably

The Committee cannot unreasonably withhold its consent to an application or impose conditions on an approval that are not relevant and reasonable in the circumstances.

27.10 Inspection and compliance

This is the procedure for the inspection of Works when they are complete:

- (a) the applicant Member must notify the Committee that the Works are complete and, with the notice, give the Committee plans of the Works (if relevant);
- (b) within 5 business days of receiving the notice the Committee may inspect the Works;
- (c) subject to clause 27.11, if the Committee considers that the Works have not been completed in accordance with the Committee approval, the Committee must notify the applicant Member in writing of the non-compliance, specifying the particulars of non-compliance, within 10 business days after the inspection;
- (d) if the Committee does not inspect the Works or does not notify the applicant Member of any non-compliance within 10 business days after the inspection, the Committee is deemed to have approved the Works as completed; and

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- (e) the applicant Member must remedy the non-compliance within 30 days after receiving the notice from the Committee, and then the notice and inspection procedure described in this clause applies again.

27.11 Notice of non-compliance

The Committee may only serve a notice of non-compliance under clause 26.10 if the non-compliance has resulted in a material adverse impact on the appearance or structural integrity of Proximity or the Shared Facilities.

28. Further strata management statements

28.1 What a Member must do if it proposes to subdivide its Stratum Lot by a Strata Plan

If a Member proposes to subdivide its Stratum Lot by registration of a Strata Plan, the Member must:

- (a) use its reasonable endeavours to obtain an exemption from the Registrar under the Act to the lodgement of a strata management statement with the proposed Strata Plan on the basis that a strata management statement is already in force with respect to Proximity; and
- (b) if the Member does not obtain an exemption from the Registrar under the previous subclause, register a short form strata management statement that refers to this Statement as the operative document; and
- (c) pay all costs associated with the preparation and lodgement of the necessary documents, including the short form strata management statement.

28.2 What is a short form strata management statement?

A short form strata management statement is a document registered with the proposed Strata Plan that:

- (a) complies with the SSFD Act;
- (b) refers to this Statement as the operative document; and
- (c) has force and effect as if the initial registered strata management statement is set out in full in the short form strata management statement.

28.3 Endorsement of consent

Members, Owners and Occupiers with interests registered on the title for any Stratum Lot must:

- (a) give their consent to a strata management statement that complies with this clause 28; and
- (b) do all things reasonably necessary to ensure that the Member can lodge the Strata Plan and the strata management statement (if applicable) for registration, including signing documents and producing certificates of title.

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29. Definitions and interpretation

29.1 Definitions

In this Statement, unless a contrary intention appears the following applies:

Act means either the Strata Schemes (Freehold Development) Act 1973 or the Strata Schemes Management Act 1996 as appropriate;

Building means the building contained within and on the land comprised in deposited plan 1066102;

business day means any day that is not a Saturday or Sunday or gazetted public holiday;

Building Manager is the person for the time being appointed by the Committee under clause 7.2;

Committee means the building management Committee established under clause 2.1 as required by the Act;

Default Rate means the rate of interest 3% per annum above the Commonwealth Bank of Australia overdraft rate for overdrafts in excess of \$100,000 as published from time to time or such rate as set by the Commonwealth Bank of Australia in place of that rate;

Easements means the easements benefiting or burdening any lot of which a Member is the owner;

Garbage Areas means the garbage waste rooms and recycling waste rooms located in Residential Building A (at street level), Residential Building B (at upper basement level) and Residential Building E (at upper basement level) which are Shared Facilities;

Garbage Facilities means the Garbage Areas and all garbage and recycling bins and compaction machines and equipment installed or used at Proximity necessary for the efficient, clean and hygienic handling, storage and disposal and recycling of garbage and waste generated from the Buildings;

Government Agency means:

- (a) government or government department or body;
- (b) governmental, semi-governmental or judicial person; or
- (c) person who is charged with the administration of a law.

Insurance/s means all or any of the insurances required under the Act with an approved insurer as prescribed under the Act and any other insurance determined by Unanimous Resolution to be an Insurance;

Loading Dock means the loading dock located in Residential Building A at ground level and accessed from Magdalene Terrace, (formerly Lusty Street);

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Member means each of the Residential Owners Corporations, Retail Owners Corporations and a registered proprietor of a Stratum Lot in the Building not the subject of a Strata Scheme as appropriate;

Member in Default means a Member which fails or has failed to comply with its obligations as prescribed under clause 9.8 and who will have no voting rights at meetings of the Committee unless it has satisfied those obligations before the date of notice for such a meeting;

Ordinary Resolution means a resolution of the Committee that is passed at a properly convened meeting by simple majority of votes cast by the Member's representatives who attend the meeting and who are entitled to vote;

Occupiers means the tenants, occupiers, invitees and/or mortgagees in possession of a Stratum Lot or a Strata Lot as is appropriate;

Owner means an owner of a Strata Lot;

Owners Corporation includes the Residential Owners Corporation and the Retail Owners Corporation;

Proximity means the land comprised in deposited plan 1066102 and the Buildings;

Recreation and Garden Areas means the outdoor recreation and garden areas located at podium and ground levels of Residential Building B, Residential Building D and Residential Building E forming part of common property in the Strata Plans for those components of Proximity which are a Shared Facility;

Residential Building A means that portion of the Building located within Lot 4 DP1066102;

Residential Building B means that portion of the Building located in Lot 2 DP1066102;

Residential Building D means that portion of the Building located in Lot 5 DP1066102;

Residential Building E means that portion of the Building located in Lot 1 DP1066102;

Residential Lot means a lot created when a Residential Stratum Lot is subdivided by a Strata Plan;

Residential Owners Corporation means the strata owners corporation created on registration of a Strata Scheme for a Residential Stratum Lot;

Residential Stratum Lot means the Stratum Lot created on subdivision of the Land in respect of:

- (a) Residential Building A being strata plan SP 72445;
- (b) Residential Building B being strata plan SP 72442;
- (c) Residential Building D being strata plan SP 72444;

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(d) Residential Building E being strata plan SP 72443;

as the context requires.

Retail Building means that portion of the Building located within the Retail Stratum Lot (and referred to as "R" in Schedules 1 and 2);

Retail Lot means a lot created when the Retail Stratum Lot or any part of it is subdivided by a Strata Plan;

Retail Lot Owner means an owner of a Retail Lot;

Retail Owners Corporation means the owners corporation created on registration of a Strata Scheme for a Retail Stratum Lot;

Retail Stratum Lot means Lot 3 in DP1066102 ;

Retail Stratum Lot Owner means the owner of a Retail Stratum Lot from time to time;

Schedule means either schedule 1, 2 or 3 of this Statement as varied or amended in accordance with this Statement;

Share means the relevant percentage of the total costs in connection with the Shared Facilities allocated to each Member as set out in Schedule 2;

Shared Costs means all expenses incurred or to be incurred in relation to the Shared Facilities and apportioned between the Members by a determination of the Committee pursuant to clause 9 including but not limited to;

- (a) operation, maintenance and repair costs;
- (b) renewal, renovation and replacement costs;
- (c) insurances;
- (d) fees payable to the Strata Manager or Building Manager; and
- (e) all other amounts determined by the Committee to be Shared Costs.

Shared Facilities means the services, facilities, machinery, equipment or items in a Stratum Lot or Strata Scheme that are used by two or more Members or Owners;

Shared Facility Member means a Member who is required to maintain, repair, or replace services, facilities, machinery and equipment pursuant to the SSM Act that form the Shared Facilities;

Special Resolution means a resolution of the Committee that is passed at a properly convened meeting against which not more than one quarter of Member's representatives attending are entitled to vote are cast;

SSM Act means the Strata Schemes Management Act 1996 and Regulations;

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SSFD Act means the Strata Schemes (Freehold Development) Act 1973 and Regulations;

Statement means this strata management statement;

Strata Lot means a lot in a Strata Scheme;

Strata Manager means the strata managing agent for the time being appointed by the Committee under clause 7.1;

Strata Plan means a plan which according to the SSFD Act subdivides a Stratum Lot to create a Strata Scheme;

Strata Scheme means a strata scheme created when a Stratum Lot is subdivided by a Strata Plan;

Stratum Lot means either a current lot, as that term is defined in the SSFD Act, which is limited in height or depth or both but does not include parcel comprising a Strata Scheme;

Swimming Pool and Gymnasium Areas means the swimming pool and gymnasium areas, toilets and associated plant and equipment located on the Podium level of the Building forming part of common property in the Strata Plan for Residential Building E which are a Shared Facility;

Unanimous Resolution means a resolution of the Committee that is passed at a properly convened meeting in favour of which all votes cast by Member's representatives who attend the meeting and who are entitled to vote;

Visitor Parking means the carparking spaces reserved for visitor parking set out in the plan attached to this Statement as Annexure A.

Works means:

- (a) all building and landscaping works that affect the exterior appearance of Proximity;
- (b) the installation of signage;
- (c) any building works that may affect the structural integrity of another Stratum Lot; and
- (d) any building works that affect the Shared Facilities.

29.2 Interpretation

In this Statement, unless the contrary intention appears the following applies.

- (a) Reference to:
 - (i) one gender includes the other genders;
 - (ii) the singular includes the plural and the plural includes the singular;
 - (iii) a person includes any company, partnership, joint venture, association, corporation, body corporate or Statutory Authority;

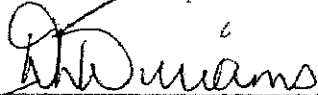
SP72445


- (iv) a party includes the party's executors, administrators, successors or permitted assigns as appropriate;
 - (v) statutes, regulations, ordinances or by-laws include all statutes, regulations, ordinances or by-laws amending, consolidating or replacing them; and
 - (vi) a reference to an officer of an association or board or body which has ceased to exist includes the most senior officer of the organisation established in place of the association or body to serve substantially the same purposes.
- (b) Headings are for convenience only and do not affect the interpretation or form part of this Statement.
- (c) A party which is a trustee is bound both personally and in its capacity as a trustee.
- (d) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (e) If an act must be done on a specified day which is not a business day, the act must be done instead on the next business day.
- (f) As far as possible all provisions of this Statement will be construed so as not to be invalid, illegal or unenforceable in any respect.
 - (i) If any provision on its true interpretation is illegal, invalid or unenforceable, that provision will, as far as possible, be read down to the extent necessary to ensure that it is not illegal, invalid or unenforceable and so as to give it a valid operation of a partial character.
 - (ii) If any provision or part of this Statement cannot be read down, that provision or part will be deemed to be void and severable and the remaining provisions of this Statement will not be affected or impaired.

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Executed as a deed

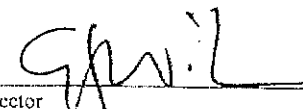
Executed for and on behalf of **Percheron Holdings Pty Limited** in accordance with s127(1) Corporations Act in the presence of:


Secretary/Director
David Lewis Williams
Print name



Director
H.C. Solomon
Print name
ACN 082 729 520

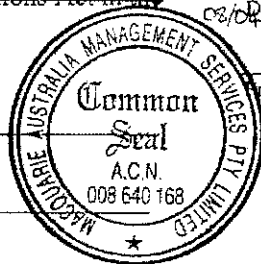
Executed for and on behalf of **Archliffe Development Pty Limited** in accordance with s127(1) Corporations Act in the presence of:

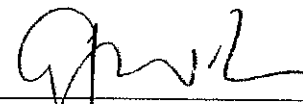

Secretary/Director
DAVID JOHN SWEENEY
Print name


Director
Graeme Wilson
Print name
ACN 094 728 911

~~Executed for and on behalf of Macquarie Australia Management Services Pty Ltd in accordance with s127(1) Corporations Act in the presence of:~~


Secretary/Director
Dennis Leong
Print name




Director
Graeme Wilson
Print name
Director

THE COMMON SEAL OF MACQUARIE AUSTRALIA MANAGEMENT SERVICES PTY LIMITED WAS HEREUNTO AFFIXED IN ACCORDANCE WITH THE COMPANY'S CONSTITUTION:

SP72445

Schedule 1 - List of Shared Facilities

- A = Residential Building A -- Lot 4 in DP 1066102
 B = Residential Building B -- Lot 2 in DP 1066102
 D = Residential Building D -- Lot 5 in DP 1066102
 E = Residential Building E -- Lot 1 in DP 1066102
 R = Retail Stratum Building -- Lot 3 in DP 1066102

1. Fire Protection Services

Shared Facilities	Location
1.1 Sprinkler Hydrant Tank	Buildings A and B (roof plant room)
1.2 Sprinkler pumps	Buildings A and B (roof plant room)
1.3 Sprinkler pipes	Various throughout Buildings A and B
1.4 Hydrant pumps	Buildings A (level 13) and B (level 14)
1.5 Hydrant pipes and hose reels	Buildings A and B and car park of all Buildings
1.6 Fire control room, emergency warning and intercommunication system	Buildings A, B, D, E and R
1.7 Emergency exit lighting	Buildings A, B, D and E and common areas of all Buildings
1.8 Fire doors, dampers and shutters	Buildings A, B, D, E and R
1.9 Portable fire extinguishers	Buildings A, B, D, E and R
1.10 Fire alarm monitoring	Buildings A, B, D, E and R
1.11 AS1668 controls and compliance	Buildings A, B, D, E and R

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2. Hydraulic Services

Shared Facilities	Location
2.1 Cold water storage tank	Building A level 13 Building B level 14
2.2 Cold water reticulation general throughout all Buildings	Throughout all Buildings and their car parks

3. Gas Supply

Shared Facilities	Location
3.1 Gas meter room and gas reticulation	Various throughout Buildings A, B, D and R
3.2 Boiler rooms	Various throughout Buildings A, B, D and E

4. Air Conditioning

Shared Facilities	Location
4.1 Mechanical smoke exhaust system	Buildings A and B
4.2 FIB air supply fan	Buildings A and B
4.3 Water meter room and MDF room supply fans	Basement
4.4 Loading docks/carpark supply fan, exhaust and smoke fan	Basement B1
4.5 Stair pressurisation systems	Buildings A and B
4.6 Retail kitchen exhaust	Buildings A and R

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5. Electrical Services

Shared Facilities	Location
5.1 External lighting and power	Various on Building exterior
5.2 Main switchboard	Building B basement B1
5.3 Electrical substation room	Building B basement B1
5.4 Electrical supply to common areas	Common areas of all Buildings

6. Security/Telecommunications

Shared Facilities	Location
6.1 Security monitoring equipment and carpark and building access control system	Building B basement B1 for carpark access and at entry points to Residential Buildings in Proximity.
6.2 Main distribution frame	Building E basement B1
6.3 MATV system	Various throughout Buildings A, B, D and E

7. Carparking

Shared Facilities	Location
7.1 Carwash Bay	Building E basement B2
7.2 Visitor Parking (see plan attached as annexure A)	Basement B1 and B2

8. Building Maintenance Units

Shared Facilities	Location
8.1 Rope access points	Various on all Buildings

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9. Swimming Pool and Gymnasium Areas

Shared Facilities	Location
9.1 Swimming pool and gymnasium areas, private recreation areas, barbecue, sauna and cleaning	Podium level

10. Recreation

Shared Facilities	Location
10.1 Common Recreation and Garden Areas	Podium and ground level external Garden Areas

11. Garbage Facilities /Waste

Shared Facilities	Location
11.1 Garbage Facilities, including Garbage Areas, garbage bins, compactors and equipment	Basement B1 under Buildings A, B and E

12. Stormwater

Shared Facilities	Location
12.1 Stormwater detention and rainwater harvesting tank and equipment	Basement B2 under Building B

13. Insurances

Shared Facilities	Location
13.1 Insurance costs	Not applicable

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14. Building Manager

Shared Facilities	Location
14.1 Building Manager	Not applicable

15. Strata Manager

Shared Facilities	Location
15.1 Strata Manager	Not applicable

16. Lifts

Shared Facilities	Location
16.1 Lifts 7 & 8	Basement level to Podium (disability lifts)
16.2 Lifts 1 & 2	Residential Building A
16.3 Lifts 3-6	Residential Building B

17. Water

Shared Facilities	Location
17.1 Landscaping water supply system	Basement

18. Cleaning

Shared Facilities	Location
Cleaning	Podium, car park, common toilets, and Garden Areas

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Schedule 2 - Shared costs for Shared Facilities

A	=	Residential Building A – Lot 4 in DP 1066102
B	=	Residential Building B – Lot 2 in DP 1066102
D	=	Residential Building D – Lot 5 in DP 1066102
E	=	Residential Building E – Lot 1 in DP 1066102
R	=	Retail Stratum Building – Lot 3 in DP 1066102

The percentages in this Schedule 2 are the proportions of the total cost due and payable by each Member (Shared Cost).

1. Fire Protection Services

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
1.1 Sprinkler Hydrant Tank	48	40	4	3	5	2
1.2 Sprinkler pumps	48	40	4	3	5	2
1.3 Sprinkler pipes	48	40	4	3	5	2
1.4 Hydrant pumps	48	40	4	3	5	2
1.5 Hydrant pipes and hose reels	48	40	4	3	5	2
1.6 Fire control room, emergency warning and intercom system	48	40	4	3	5	2
1.7 Emergency exit lighting	48	40	4	3	5	2
1.8 Fire doors, dampers and shutters	39	34	13	9	5	8
1.9 Portable fire extinguishers	39	34	13	9	5	8
1.10 Fire alarm monitoring	48	40	4	3	5	2
1.11 AS1668 controls and compliance	48	40	4	3	5	2

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2. Hydraulic Services

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
2.1 Cold water storage tank Building A	100	-	-	-	-	15
Building B		100				
2.2 Cold water reticulation general throughout all Buildings	39	34	13	9	5	8

3. Gas Supply

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
3.1 Gas meter room and gas reticulation	39	34	13	9	5	8
3.2 Boiler rooms	100	100	100	100	0	15

4. Air Conditioning

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
4.1 Mechanical smoke exhaust system	39	29	11	8	13	4
4.2 FIB air supply fan	39	34	13	9	5	8
4.3 Water meter room and MDF room supply fans	39	34	13	9	5	8
4.4 Loading docks car park supply fan, exhaust and smoke fan	39	29	11	8	13	4
4.5 Stair pressurisation system	48	40	4	3	5	2
4.6 Retail kitchen exhaust	-	-	-	-	100	15

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5. Electrical Services

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
5.1 External lighting and power	39	34	13	9	5	8
5.2 Main switchboard	39	34	13	9	5	8
5.3 Electrical substation room	39	34	13	9	5	8
5.4 Electricity supply to common areas	39	34	13	9	5	8

6. Security/Telecommunications

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
6.1 Security monitoring equipment and carpark and Building access control system	39	34	15	9	5	8
6.2 Main distribution frame	39	34	15	9	5	8
6.3 MATV system	41	35	14	10	-	5

7. Carparking

Shared Facility	A	B	C	D	R	Method of allocation (See Schedule 3)
7.1 Carwash Bay	39	29	11	8	13	4
7.2 Visitor Parking (see plan attached as annexure A)	39	29	11	8	13	4

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8. Building Maintenance Units

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
8.1 Rope access points	100	100	100	100	-	15

9. Swimming Pool and Gymnasium Areas

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
9.1 Swimming pool and gymnasium areas, private recreation areas, barbecue, sauna and cleaning.	41	36	14	9	-	10

10. Recreation

Shared Facility	A	B	C	D	R	Method of allocation (See Schedule 3)
10.1 Common recreation and Garden Areas	39	34	13	9	5	8

11. Garbage Facilities/Waste

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
11.1 Garbage rooms, compactors and equipment	39	34	13	9	5	8

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12. Stormwater

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
12.1 Stormwater detention and harvesting tank and equipment	39	34	13	9	5	8

13. Insurances

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
13.1 Insurance costs	44	31	11	8	6	13

14. Building Manager

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
14.1 Building Manager	39	34	13	9	5	8

15. Strata Manager

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
15.1 Strata Manager	39	34	13	9	5	8

16. Lifts

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
16.1 Lifts	39	34	13	9	5	8

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17. Water

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
17.1 Landscaping water supply system	39	34	13	9	5	8

18. Cleaning

Shared Facility	A	B	D	E	R	Method of allocation (See Schedule 3)
18.1 Cleaning	39	34	13	9	5	8

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Schedule 3 - Methods of allocation

1.	As per separate meter readings where separately metered. If not metered, the estimated proportion of the use and benefit of the Shared Facility by each Member.																
2.	The relative proportion of the total number of sprinkler heads in the Stratum Lot relative to all sprinkler heads in all Stratum Lots.																
3.	The relative proportion of the total number of water closets in the Stratum Lot.																
4.	The proportion of the number of car spaces in the Stratum Lot relative to all car parks in all Stratum Lots.																
5.	The estimated proportion of the use and benefit of the Shared Facility by each Member.																
6.	The relative value of the Stratum Lot.																
7.	The proportion of the total number of Residential Lots in the relevant Residential Building relative to all Residential Lots in the Residential Buildings having the benefit of the Shared Facility.																
8.	The proportion of the areas of Lots for Residential Buildings A, B, D and E and Retail Lot (as the context requires), relative to the aggregate of the areas of the Residential Lots in all Residential Buildings and the Retail Lot.																
9.	Cold water meters for individual Stratum Lots.																
10.	<p>The proportion of the area of the Residential Lots in the Residential Buildings A, B, D and E (as the context requires) relative to the aggregate of the areas of the Residential Lots in all the Residential Buildings.</p> <table><tr><td>ie</td><td>A</td><td>12,251m²</td><td>41%</td></tr><tr><td></td><td>B</td><td>10,770m²</td><td>36%</td></tr><tr><td></td><td>E</td><td>4,059m²</td><td>14%</td></tr><tr><td></td><td>A</td><td>2,702m²</td><td>9%</td></tr></table>	ie	A	12,251m ²	41%		B	10,770m ²	36%		E	4,059m ²	14%		A	2,702m ²	9%
ie	A	12,251m ²	41%														
	B	10,770m ²	36%														
	E	4,059m ²	14%														
	A	2,702m ²	9%														

SP72445

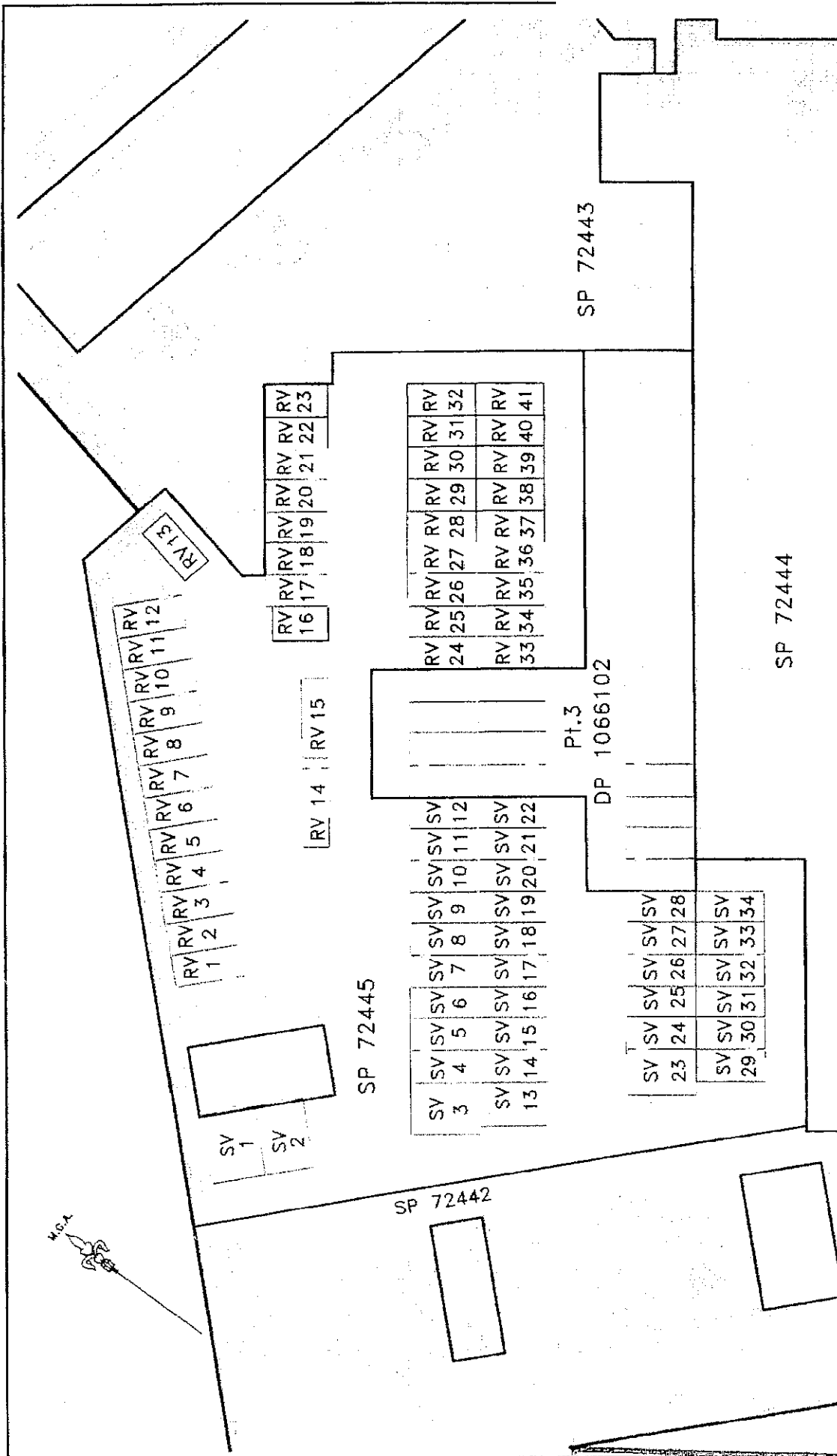
11.	Apportion equally amongst Stratum Lots that use the Shared Facility. A 20% B 20% D 20% E 20% R 20%
12.	Apportioned in accordance with usage for garbage rooms 1, 2, 3 and 4 as per the following. <div><div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></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iv></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div><div><div></div><div></div><div></div><div></div></div></div>

SP72445

Annexure A

Visitor Parking plan

SP72445



NOTES:

- SV1-SV34 DENOTES VISITOR CARSPACE IS A SHARED FACILITY BETWEEN RETAIL & RESIDENTIAL STRATUM LOTS.
- RV1-RV41 DENOTES VISITOR CARSPACE IS A SHARED FACILITY BETWEEN RESIDENTIAL STRATUM LOTS ONLY.

FRANK M MASON & CO. PTY LTD
 LAND AND ENGINEERING SURVEYORS
 CONSULTANTS IN LAND DEVELOPMENT

FMM

2 Winslow Street
 P.O. Box 56, MILSONS POINT NSW 1585
 DX 3511 MILSONS POINT Tel 02 9929 6233
 02 9955 5385
 Email: fmmason@bigpond.net.au Fax 02 9929 7727

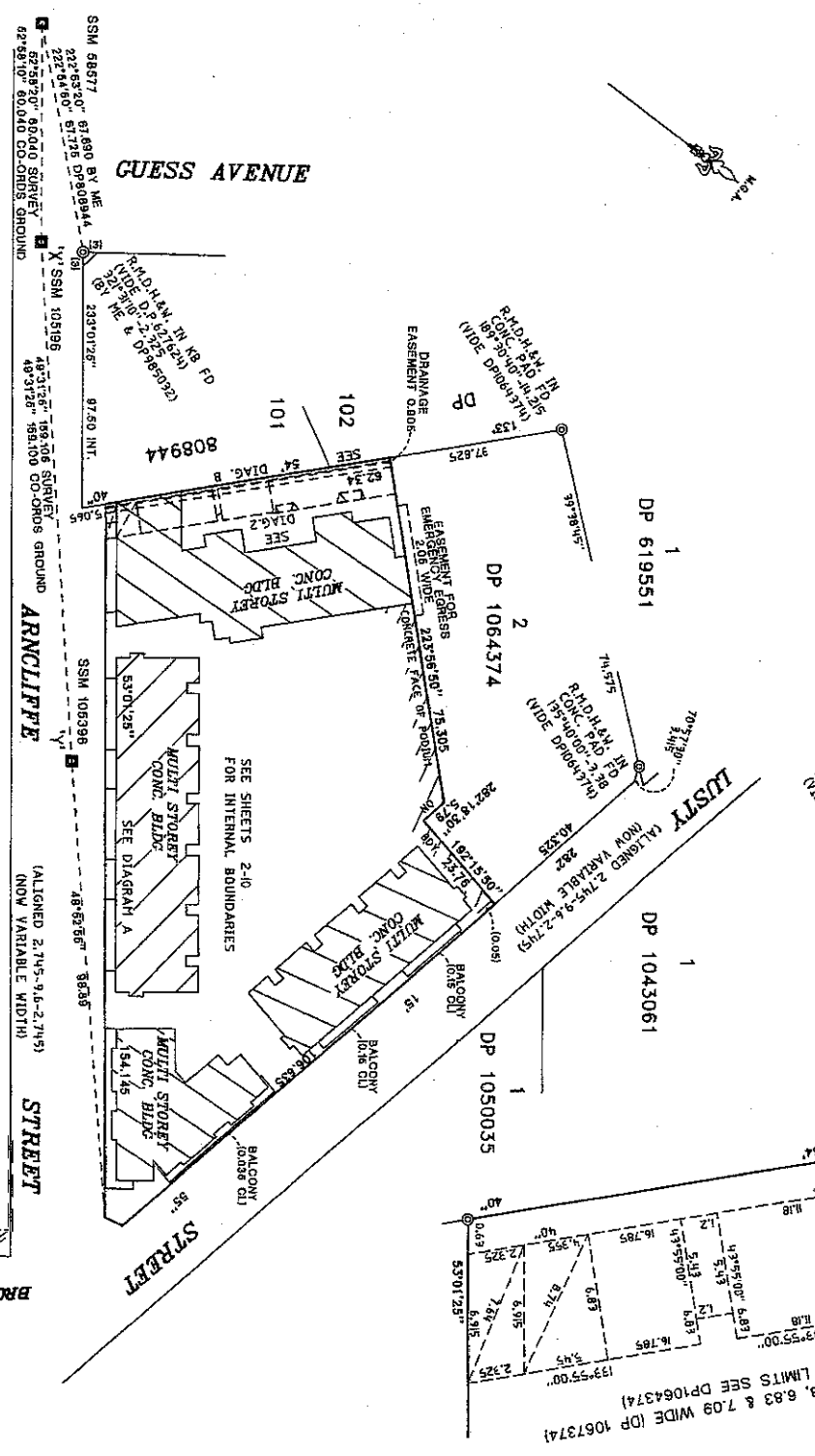
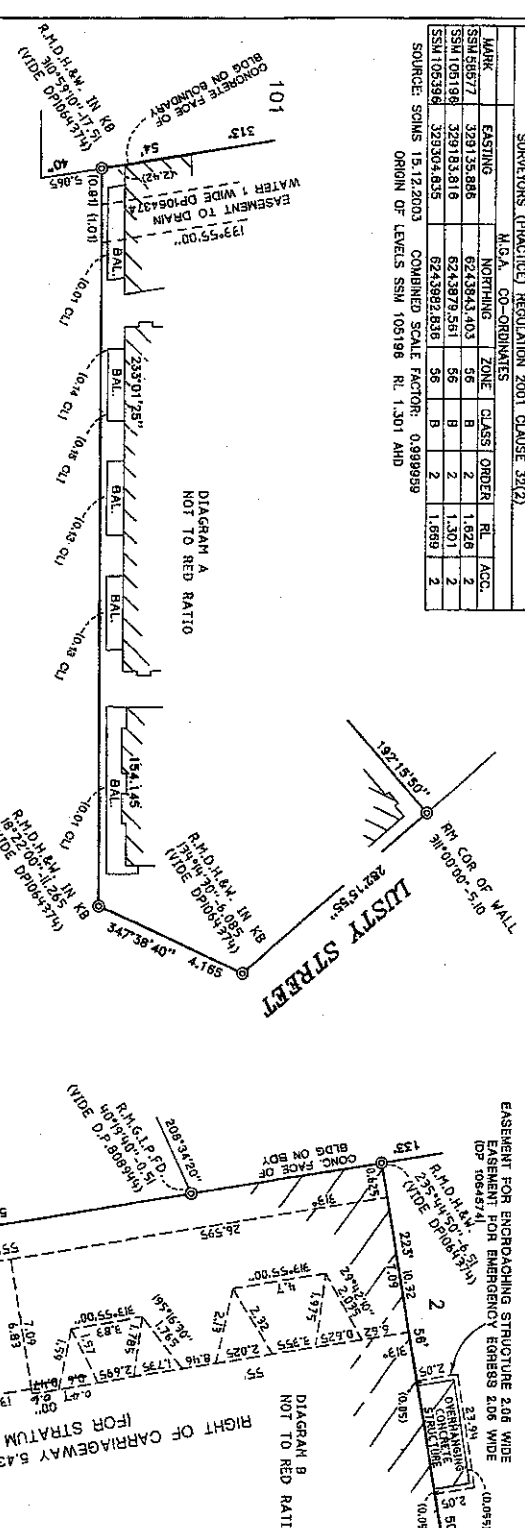
PLAN SHOWING VISITOR VEHICLE PARKING SPACES ON THE UPPER CAR PARKING LEVEL AT "PROXIMITY" 35 ARNCLEFFE STREET, WOLLI CREEK

Drawn	Surveyor	RS	Datum	AHD	Date	30.3.2004
Reduction Ratio	Size	A4	Drawing Name	Sheet of		
1:400				29527852		

FOR SIGNATURES AND
SEALS SEE SHEET 11

SURVEYORS (PRACTICE) REGULATION 2001 CLAUSE 32(2)									
MARK	EASTING	NORTHING	ZONE	CLASS	ORDER	RL	ACC.		
SSM 619517	629135.886	6243843.403	56	B	2	1.826	2		
SSM 105198	329183.816	6243872.561	56	B	2	1.301	2		
SSM 105396	329304.435	6243882.836	56	B	2	1.669	2		

SOURCE: SCMS 15.12.2003 COMBINED SCALE FACTOR: 0.999859
ORIGIN OF LEVELS SSM 105198 RL 1.301 AND



NOTES:
1. EASEMENT FOR SUPPORT AND SHELTER AFFECTS THE WHOLE OF LOTS 1, 2, 3, 4 AND 5.
2. EASEMENT SERVICES THE WHOLE OF LOTS 1, 2, 3, 4 AND 5.

Registered: 12.05.2004

Title System: TORRENS

Purpose: SUBDIVISION

Ref Map: U0837-22#

Last Plan: DP1064374

PLAN OF SUBDIVISION OF LOT 1 DP 1064374

L G A ROCKDALE

Suburb/Locality: ARNCILIFFE

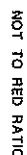
Parish: ST GEORGE

County: CUMBERLAND

This is sheet 1 of my plan in 1/48 if sheet (Delete if inapplicable)

1. ANDREW P. MASON & CO. PTY. LTD.
of FRANK M. MASON & CO. PTY. LTD.
of 3511 WILSON'S POINT
a company registered under the Companies Act 2002, having
its office at 3511 Wilson's Point, Perth, Western Australia,
and its principal place of business at 3511 Wilson's Point, Perth,
Western Australia, and its principal place of business at 3511
Wilson's Point, Perth, Western Australia, and its principal
place of business at 3511 Wilson's Point, Perth, Western
Australia, and its principal place of business at 3511 Wilson's
Point, Perth, Western Australia, and its principal place of
business at 3511 Wilson's Point, Perth, Western Australia,
and its principal place of business at 3511 Wilson's Point,
Perth, Western Australia, and its principal place of business
at 3511 Wilson's Point, Perth, Western Australia, and its
principal place of business at 3511 Wilson's Point, Perth,
Western Australia, and its principal place of business at 3511
Wilson's Point, Perth, Western Australia, and its principal
place of business at 3511 Wilson's Point, Perth, Western
Australia, and its principal place of business at 3511 Wilson's
Point, Perth, Western Australia, and its principal place of
business at 3511 Wilson's Point, Perth, Western Australia,
and its principal place of

SEE SHEET 3 FOR STRATUM LEVEL CHANGES AT THIS LEVEL
SEE SHEET 4 FOR EASEMENT BOUNDARIES AT THIS LEVEL



LISTY

STREET

STREET

- DP1066102

Registered
12.05.2004

This is sheet 2 of my plan in JOL/ sheet
dated 18.02.2004

Andruw/na 20-

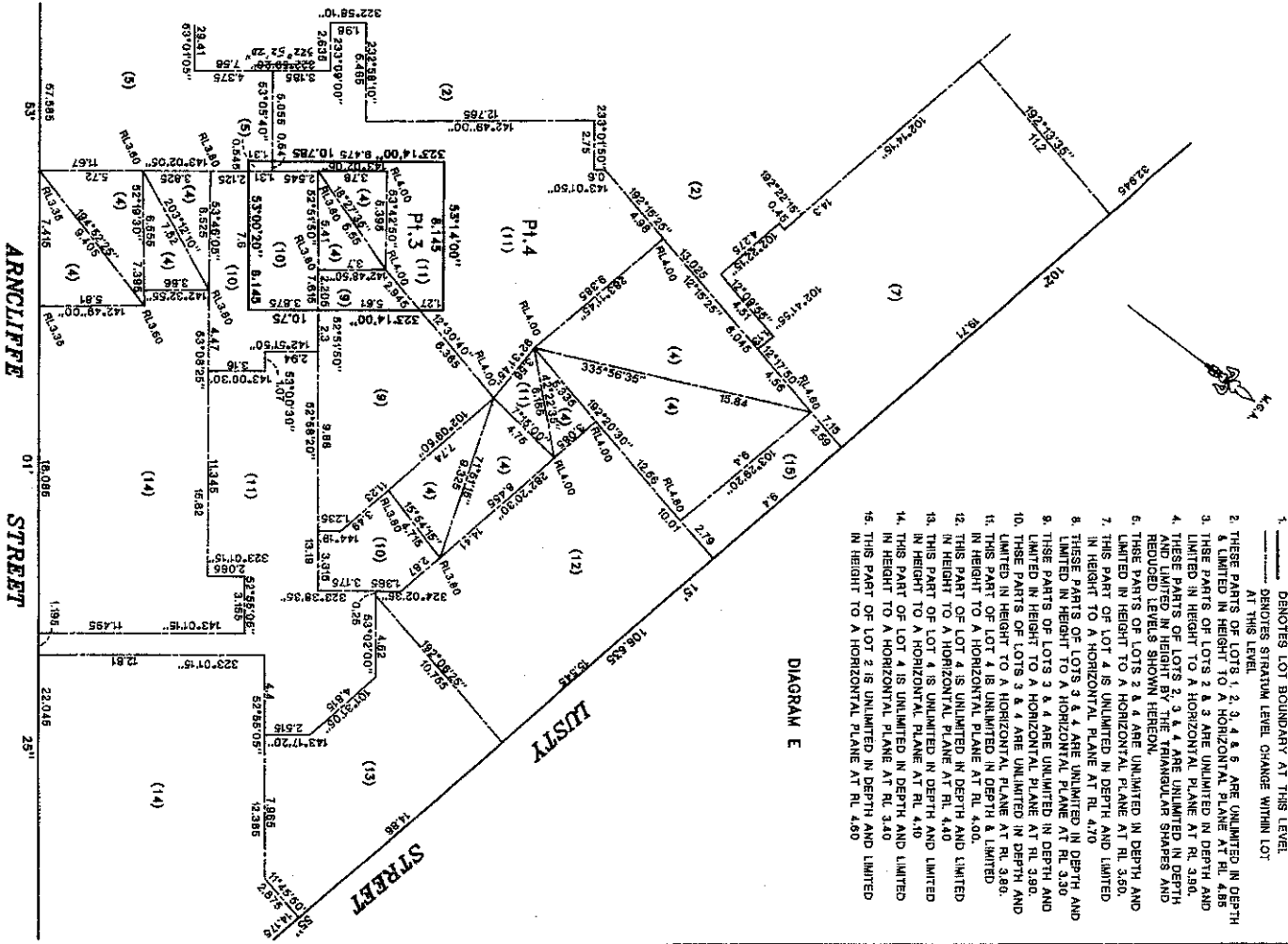
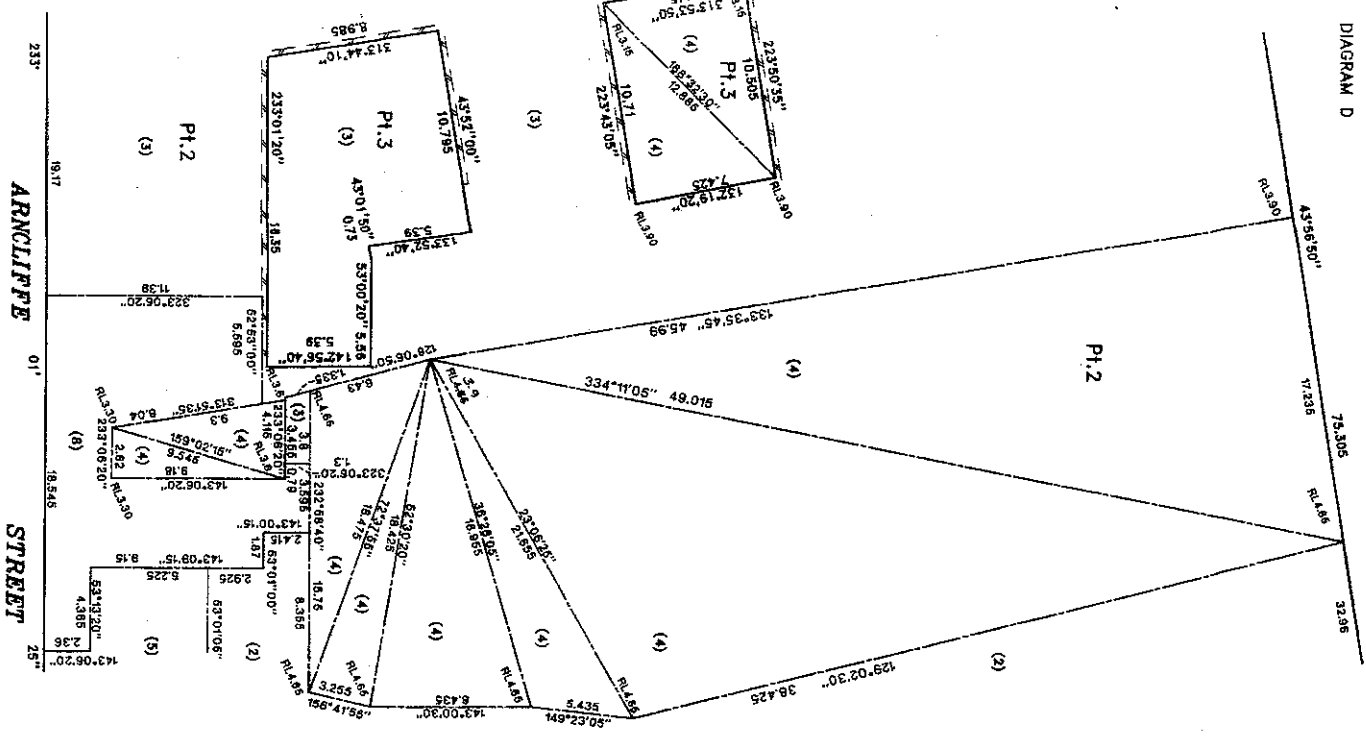
*This is sheet _____ of the plan of
sheets covered by my Certificate No. _____ of _____*

Council Clerk

For use where space is insufficient in any point on Form 2

Reduction Ratio 1: 400

DIAGRAM D



- NOTES:
1. ——— DENOTES LOT BOUNDARY AT THIS LEVEL.
 2. AT THIS LEVEL
 3. THESE PARTS OF LOTS 1, 2, 3, 4, 5 ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 3.60.
 4. THESE PARTS OF LOTS 2, 3, 4 ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 3.60.
 5. THESE PARTS OF LOTS 2, 3, 4 ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 3.60.
 6. THESE PARTS OF LOTS 2, 3, 4 ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 3.60.
 7. THESE PARTS OF LOTS 2, 3, 4 ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 3.60.
 8. THESE PARTS OF LOTS 2, 3, 4 ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 3.60.
 9. THESE PARTS OF LOTS 2, 3, 4 ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 3.60.
 10. THESE PARTS OF LOTS 2, 3, 4 ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 3.60.
 11. THESE PARTS OF LOTS 2, 3, 4 ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 3.60.
 12. THESE PARTS OF LOTS 2, 3, 4 ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 3.60.
 13. THESE PARTS OF LOTS 2, 3, 4 ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 3.60.
 14. THESE PARTS OF LOTS 2, 3, 4 ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 3.60.
 15. THESE PARTS OF LOTS 2, 3, 4 ARE UNLIMITED IN DEPTH AND LIMITED IN HEIGHT TO A HORIZONTAL PLANE AT RL 3.60.

DIAGRAM E

DP1006104

Registered 14.05.2004
This is sheet 3 of my plan in Jof/lanark dated 16.02.2004

Indusheer

Surveyor registered under the Surveying Act 2002
This is sheet 3 of the plan of
shades covered by my Certificate No.

James

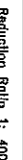
For use where space is insufficient in any point on Plan Form 2

DP1066102

Registered 14.05.2004

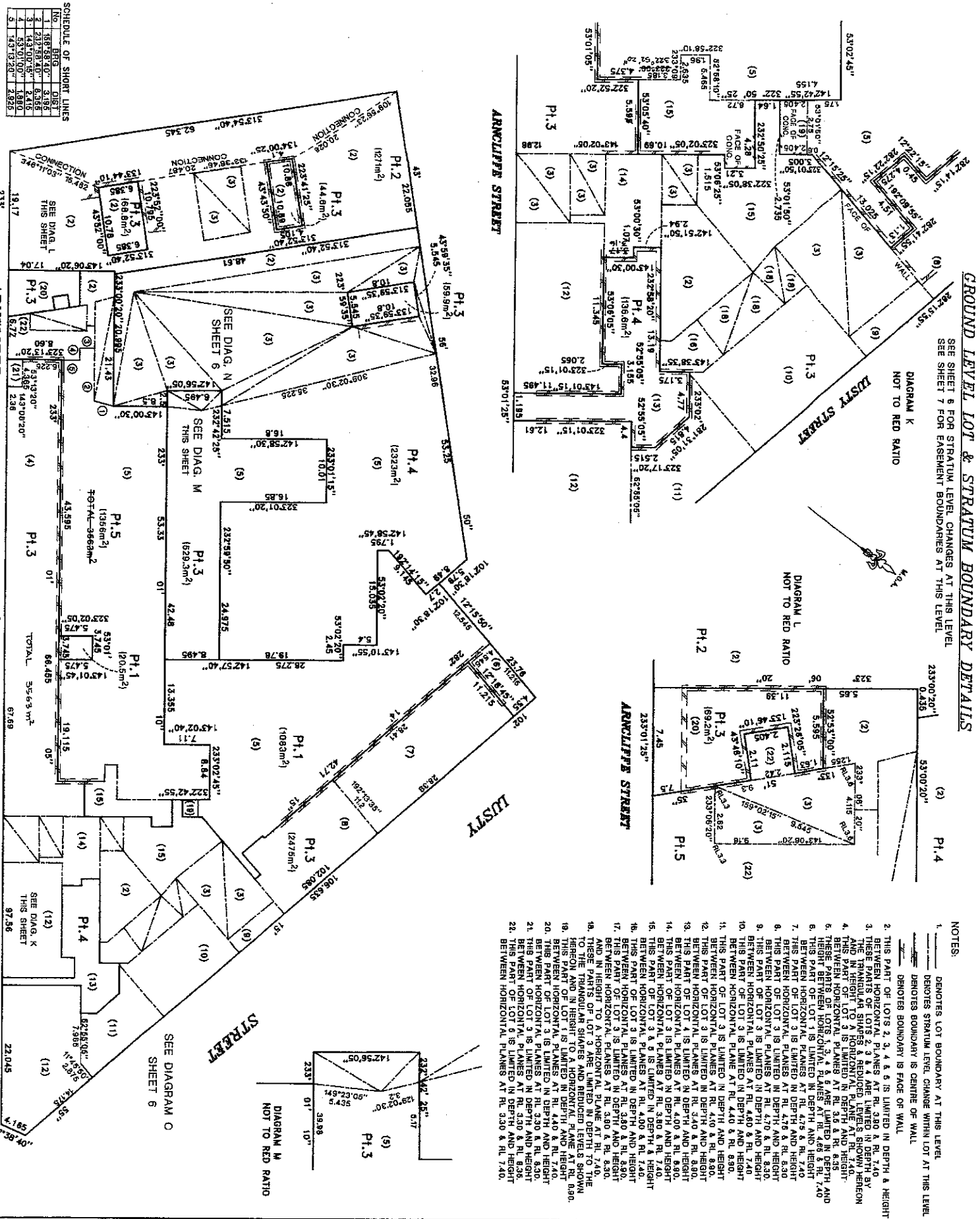
Andreas Veisen

Council Clerk



GROUND LEVEL LOT & STRATUM BOUNDARY DETAILS

SEE SHEET 6 FOR STRATUM LEVEL CHANGES AT THIS LEVEL
SEE SHEET 7 FOR EASEMENT BOUNDARIES AT THIS LEVEL



NOTES:

1. --- DENOTES LOT BOUNDARY AT THIS LEVEL.
2. --- DENOTES STRATUM LEVEL CHANGE WITHIN LOT AT THIS LEVEL.
3. --- DENOTES BOUNDARY IS FACE OF WALL.
4. THIS PART OF LOT 2, 3, 4 & 5 IS LIMITED IN DEPTH & HEIGHT TO THE HORIZONTAL PLANE AT RL 3.30 & RL 7.40.
5. THE TRIANGULAR SHAPES & REDUCED LEVELS SHOWN HEREON ARE IN HEIGHT TO A HORIZONTAL PLANE AT RL 7.40.
6. THIS PART OF LOT 3 IS LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL PLANE AT RL 4.65 & RL 7.40.
7. THESE PARTS OF LOT 3 ARE LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL PLANE AT RL 4.65 & RL 7.40.
8. THE PART OF LOT 1 IS LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL PLANE AT RL 4.75 & RL 7.40.
9. THE PART OF LOT 3 IS LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL PLANE AT RL 4.75 & RL 7.40.
10. THE PART OF LOT 3 IS LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL PLANE AT RL 4.75 & RL 7.40.
11. THE PART OF LOT 3 IS LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL PLANE AT RL 4.75 & RL 7.40.
12. THE PART OF LOT 3 IS LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL PLANE AT RL 4.75 & RL 7.40.
13. THE PART OF LOT 3 IS LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL PLANE AT RL 4.75 & RL 7.40.
14. THE PART OF LOT 3 IS LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL PLANE AT RL 4.75 & RL 7.40.
15. THE PART OF LOT 3 IS LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL PLANE AT RL 4.75 & RL 7.40.
16. THE PART OF LOT 3 IS LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL PLANE AT RL 4.75 & RL 7.40.
17. THE PART OF LOT 3 IS LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL PLANE AT RL 4.75 & RL 7.40.
18. THE PART OF LOT 3 IS LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL PLANE AT RL 4.75 & RL 7.40.
19. THE PART OF LOT 3 IS LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL PLANE AT RL 4.75 & RL 7.40.
20. THE PART OF LOT 3 IS LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL PLANE AT RL 4.75 & RL 7.40.
21. THE PART OF LOT 3 IS LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL PLANE AT RL 4.75 & RL 7.40.
22. THE PART OF LOT 3 IS LIMITED IN DEPTH AND HEIGHT TO THE HORIZONTAL PLANE AT RL 4.75 & RL 7.40.

DP1066102

Registered 12.05.2004

This is sheet 5 of my plan in Jd filesheet dated 18.02.2004

Indukhavan

Surveyor registered under the Surveying Act 2002
This is sheet 5 of my plan in Jd filesheet dated 18.02.2004
This is sheet 5 of my plan in Jd filesheet dated 18.02.2004

Control Clerk

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

Reduction Ratio 1: 400

GROUND LEVEL STRATUM BOUNDARIES

DIAGRAM N

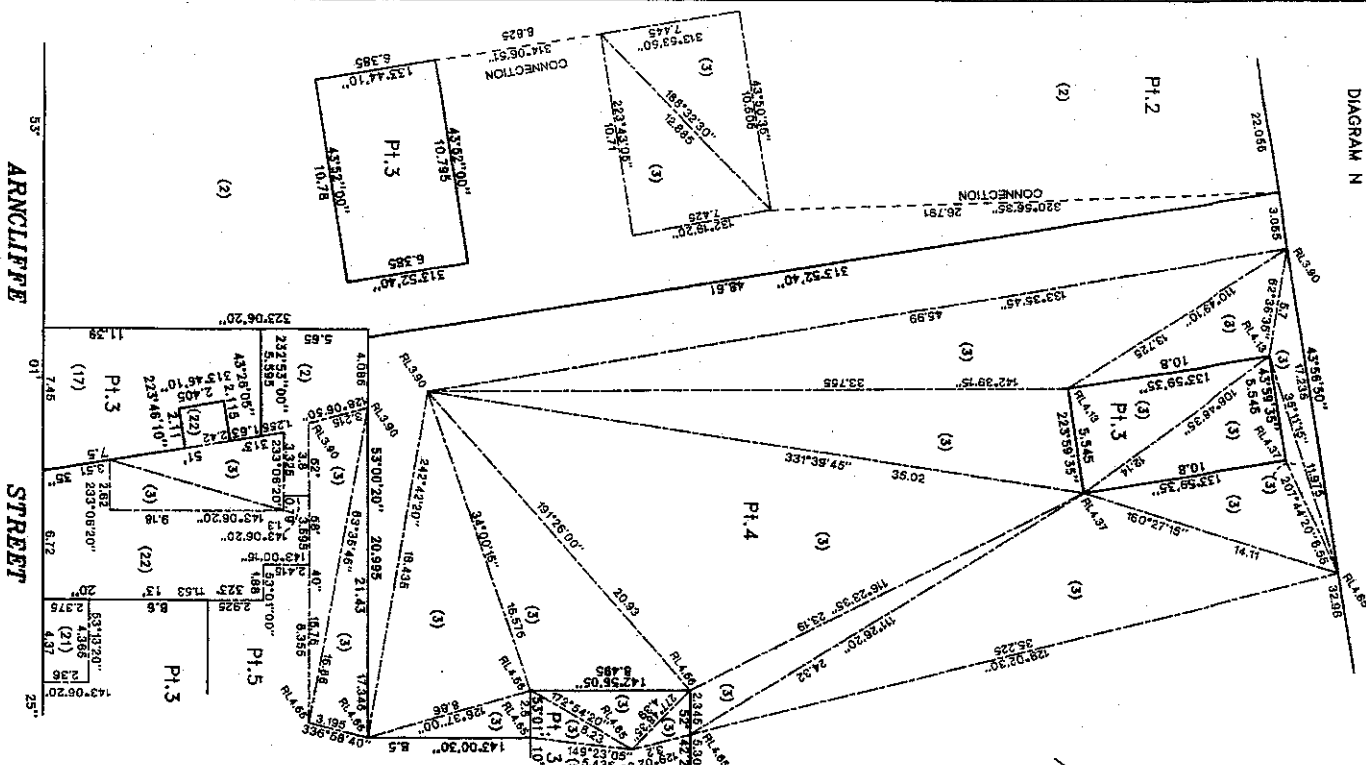
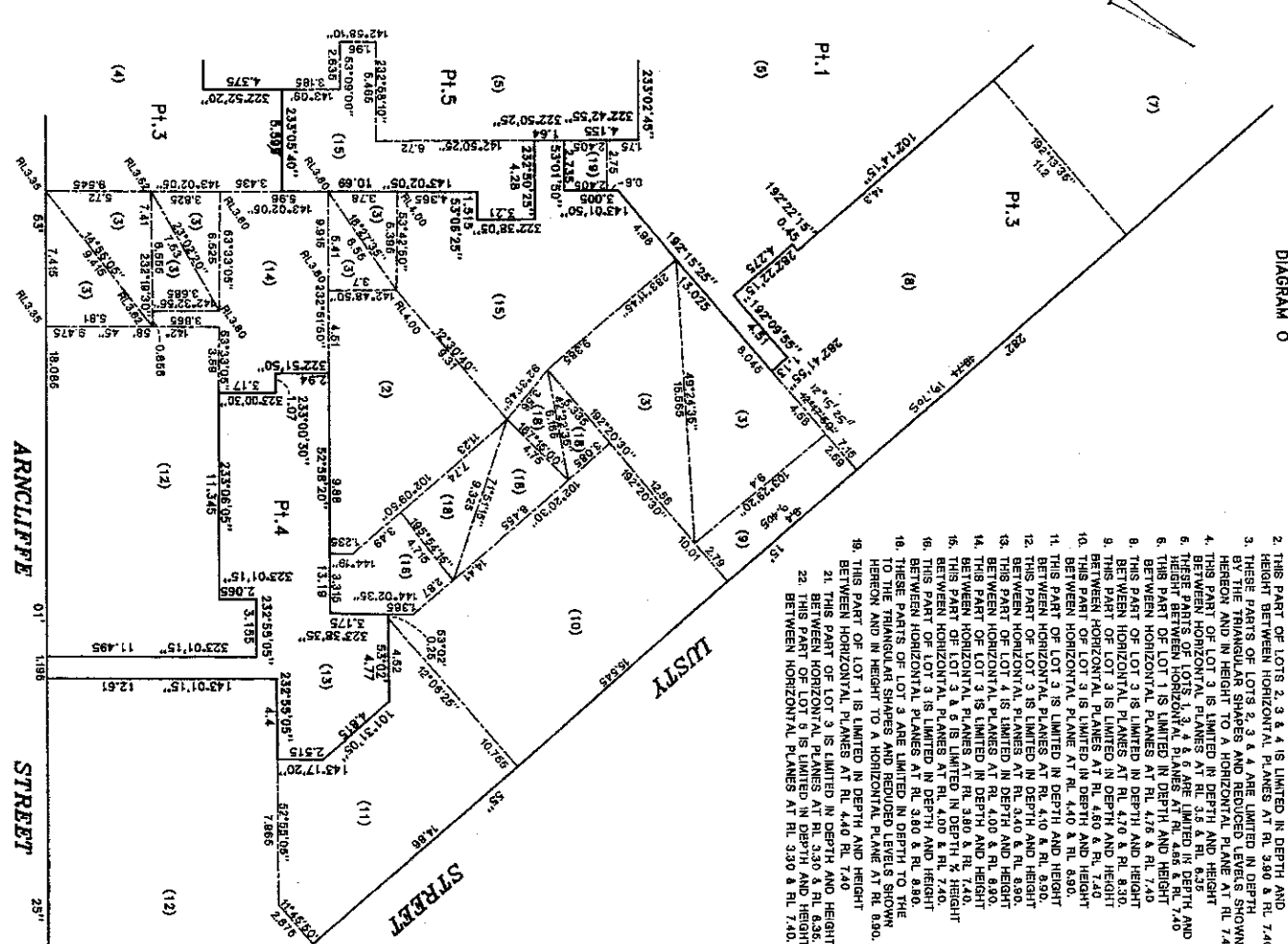


DIAGRAM O



NOTES:

1. --- DENOTES LOT BOUNDARY AT THIS LEVEL
2. --- DENOTES STRATUM LEVEL CHANGE WITHIN LOT AT THIS LEVEL
3. --- DENOTES STRATUM LEVEL CHANGE WITHIN LOT AT THIS LEVEL
4. --- DENOTES STRATUM LEVEL CHANGE WITHIN LOT AT THIS LEVEL
5. --- DENOTES STRATUM LEVEL CHANGE WITHIN LOT AT THIS LEVEL
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20. --- DENOTES STRATUM LEVEL CHANGE WITHIN LOT AT THIS LEVEL
21. --- DENOTES STRATUM LEVEL CHANGE WITHIN LOT AT THIS LEVEL
22. --- DENOTES STRATUM LEVEL CHANGE WITHIN LOT AT THIS LEVEL

DP1066102

Registered 6/12/05 2004

This is sheet 8 of my plan in 3d/4 sheets dated 10/02/2004

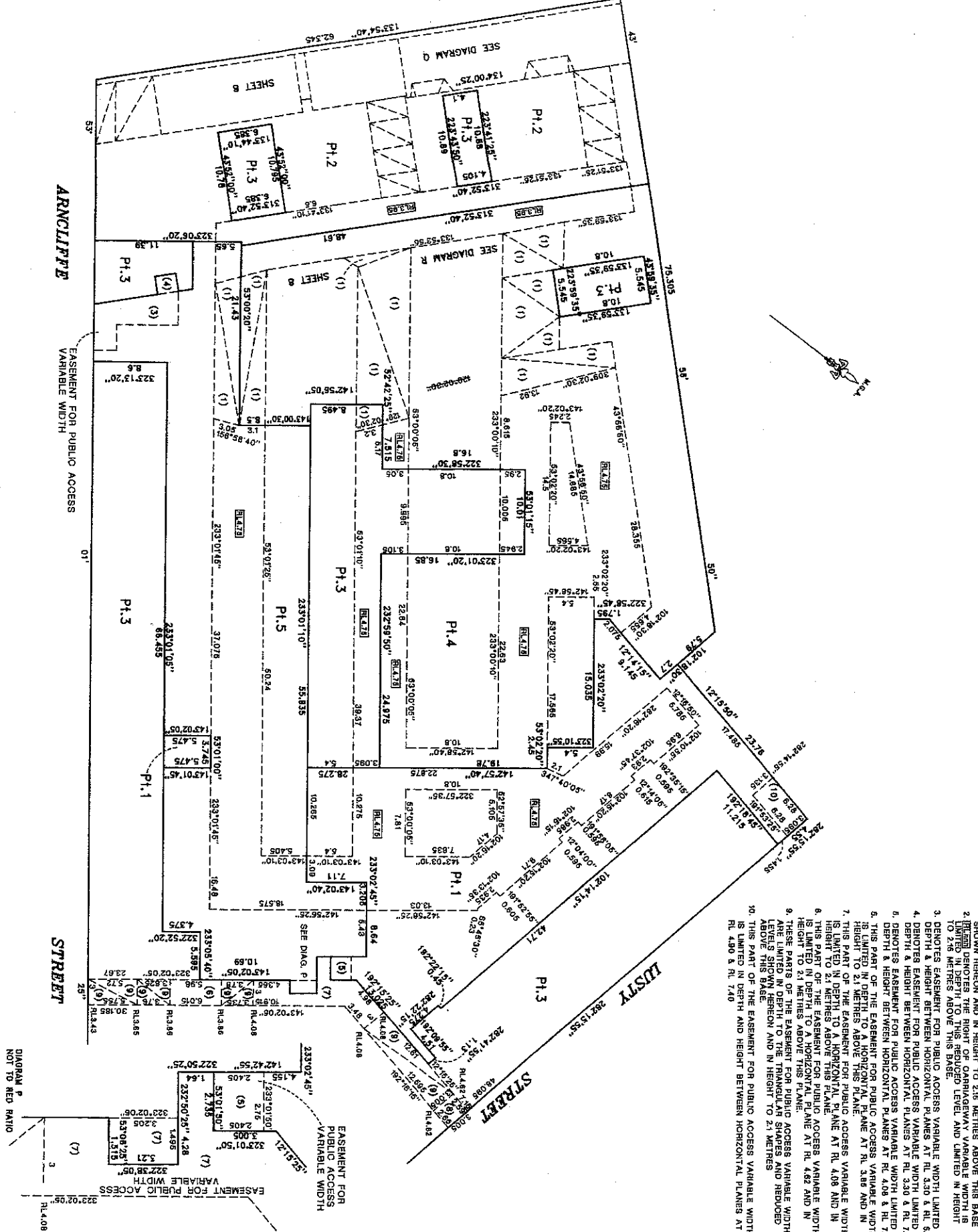
Andrew Keen

Surveyor registered under the Surveying Act 2002
This is sheet 8 of my plan in 3d/4 sheets dated 10/02/2004

Surveyor registered under the Surveying Act 2002
This is sheet 8 of my plan in 3d/4 sheets dated 10/02/2004

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

GROUND LEVEL, RIGHT OF CARRIAGEWAY EASEMENT FOR PUBLIC ACCESS DETAILS



1. DENOTES RIGHT OF CARRIAGEWAY VARIABLE WIDTH IS LIMITED IN DEPTH TO THE TRIANGULAR SHAPES AND REDUCED LEVELS SHOWN HEREON AND IN HEIGHT TO 2.1 METRES ABOVE THIS BASE
2. DENOTES RIGHT OF CARRIAGEWAY VARIABLE WIDTH IS LIMITED IN DEPTH TO THE TRIANGULAR SHAPES AND REDUCED LEVELS SHOWN HEREON AND IN HEIGHT TO 2.1 METRES ABOVE THIS BASE
3. DENOTES EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMITED IN DEPTH AND HEIGHT BETWEEN HORIZONTAL PLANES AT RL 3.30 & RL 5.60
4. DENOTES EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMITED IN DEPTH AND HEIGHT BETWEEN HORIZONTAL PLANES AT RL 3.30 & RL 7.40
5. DENOTES EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMITED IN DEPTH AND HEIGHT BETWEEN HORIZONTAL PLANES AT RL 4.08 & RL 7.40
6. THIS PART OF THE EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 3.30 AND IN HEIGHT TO 2.1 METRES ABOVE THIS PLANE
7. THIS PART OF THE EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 4.08 AND IN HEIGHT TO 2.1 METRES ABOVE THIS PLANE
8. THIS PART OF THE EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 4.82 AND IN HEIGHT TO 2.1 METRES ABOVE THIS PLANE
9. THESE PARTS OF THE EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH ARE LIMITED IN DEPTH TO THE TRIANGULAR SHAPES AND REDUCED LEVELS SHOWN HEREON AND IN HEIGHT TO 2.1 METRES ABOVE THIS BASE
10. THIS PART OF THE EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH IS LIMITED IN DEPTH AND HEIGHT BETWEEN HORIZONTAL PLANES AT RL 4.90 & RL 7.40

DP1066102

Registered 12.05.2004

This is sheet 7 of my plan in 2011 sheets dated 18.02.2004

K. J. J. J.

Surveyor registered under the Surveying Act 2002
This is sheet 7 of the plan of
sheets covered by my Certificate No. of

[Signature]

Council Clerk
For use where space is insufficient in my point on Plan Form 2

Reduction Ratio 1: 300

GROUND LEVEL EASEMENT BOUNDARIES

DIAGRAM Q
NOT TO RED RATIO

THE RIGHT OF CARRIAGEWAY VARIABLE WIDTH SHOWN HEREON IS LIMITED IN DEPTH BY THE HORIZONTAL AND INCLINED PLANES AND REDUCED LEVELS AND IS LIMITED IN HEIGHT TO 3.06 METRES ABOVE THIS BASE.

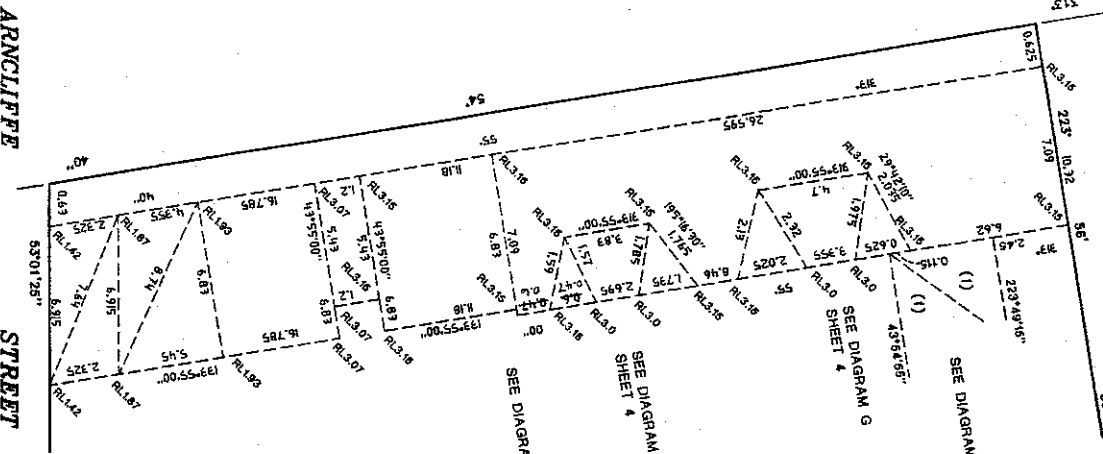


DIAGRAM R
NOT TO RED RATIO

- NOTES:
1. DENOTES RIGHT OF CARRIAGEWAY VARIABLE WIDTH IS LIMITED IN DEPTH TO THE TRIANGULAR SHAPES AND REDUCED LEVELS SHOWN HEREON AND IN HEIGHT TO 2.16 METRES ABOVE THIS BASE
 2. (RED) DENOTES THE RIGHT OF CARRIAGEWAY VARIABLE WIDTH IS LIMITED IN DEPTH TO THE TRIANGULAR SHAPES AND REDUCED LEVELS SHOWN HEREON AND IN HEIGHT TO 2.16 METRES ABOVE THIS BASE
 3. DENOTES EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMITED IN DEPTH & HEIGHT BETWEEN HORIZONTAL PLANES AT RL 3.30 & RL 5.80
 4. DENOTES EASEMENT FOR PUBLIC ACCESS VARIABLE WIDTH LIMITED IN DEPTH & HEIGHT BETWEEN HORIZONTAL PLANES AT RL 3.30 & RL 7.40



DP1066102

Registered 17.05.2004

This is sheet 8 of my plan in 10/11 sheets dated 18/02/2004

Andreas

Surveyor registered under the Surveying Act 2002
This is sheet 8 of my plan in 10/11 sheets dated 18/02/2004

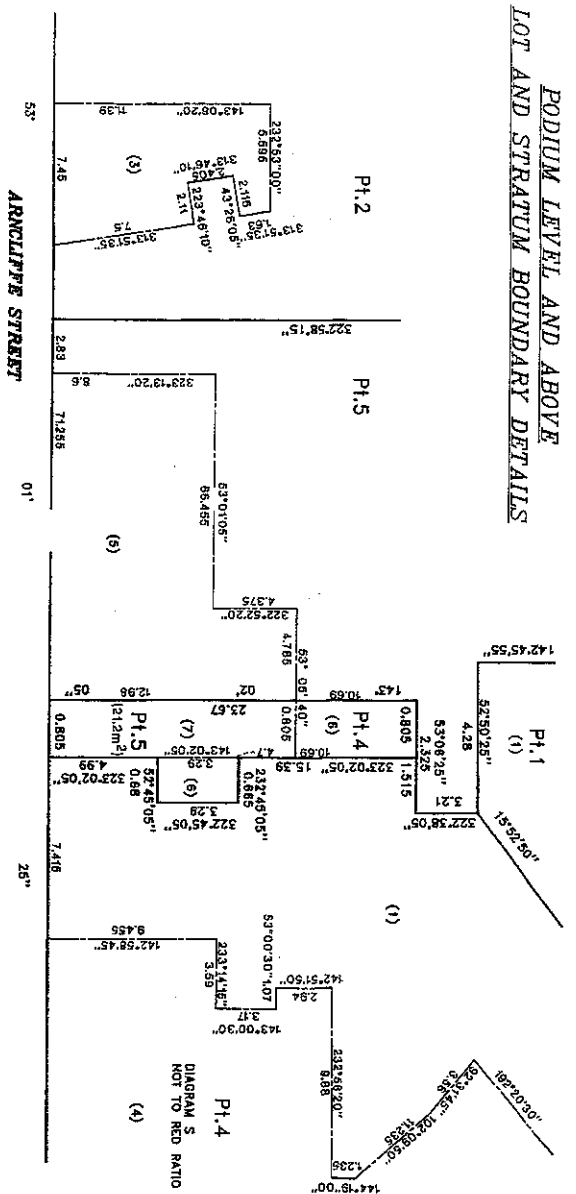
Andreas

Control Clerk

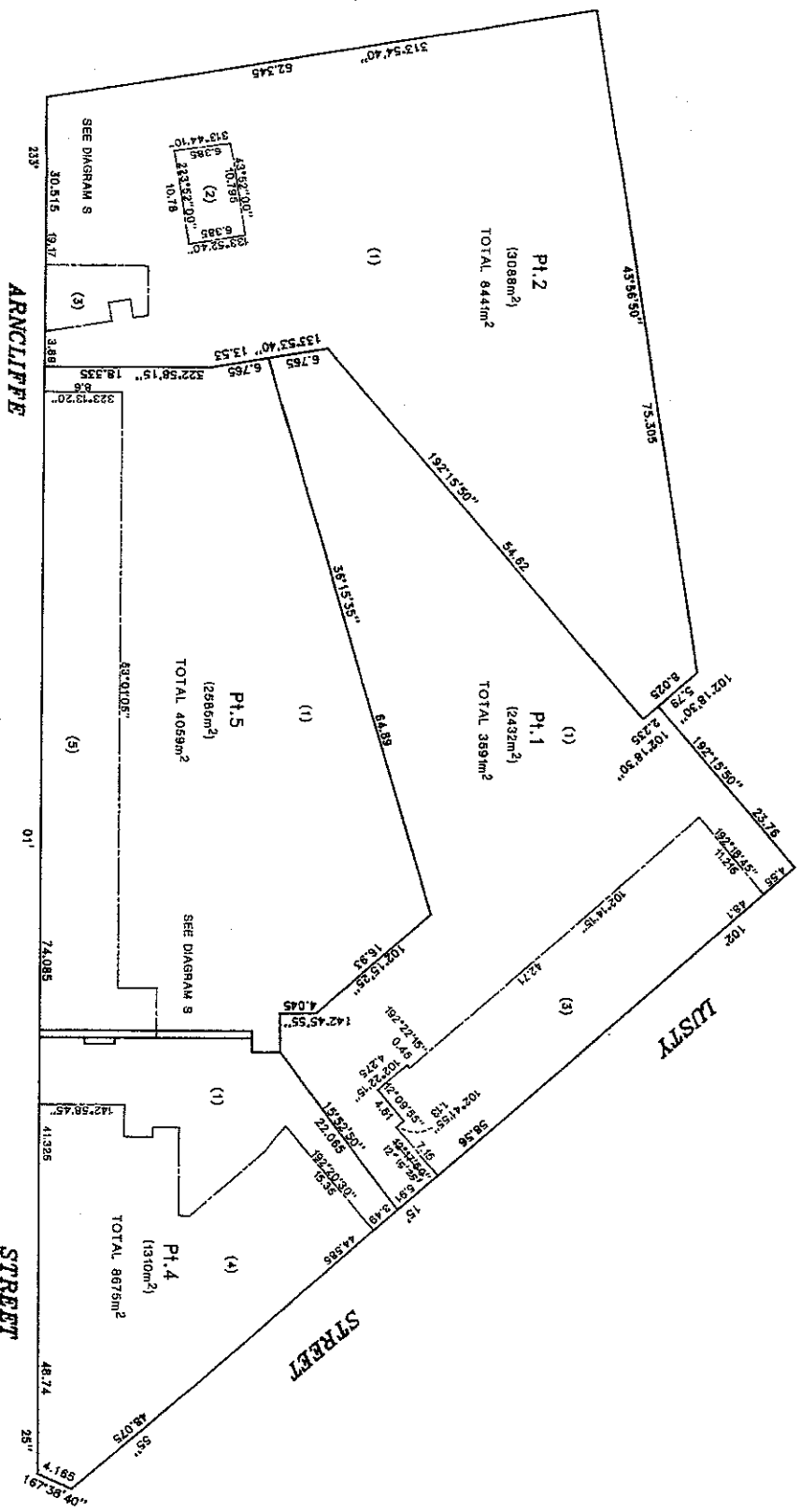
For use where space is insufficient in any point on Plan Form 2

Reduction Ratio 1: 200

PODIUM LEVEL AND ABOVE LOT AND STRUTUM BOUNDARY DETAILS



- NOTES:
1. THESE PARTS OF LOTS 1, 2, 4 & 6 ARE LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 7.40 AND UNLIMITED IN HEIGHT.
 2. THIS PART OF LOT 2 IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 6.20 AND IS UNLIMITED IN HEIGHT.
 3. THESE PARTS OF LOTS 1 & 2 ARE LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 6.20 AND UNLIMITED IN HEIGHT.
 4. THIS PART OF LOT 1 IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 6.20 AND IS UNLIMITED IN HEIGHT.
 5. THIS PART OF LOT 5 IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 6.20 AND IS UNLIMITED IN HEIGHT.
 6. THIS PART OF LOT 6 IS LIMITED IN DEPTH AND HEIGHT BETWEEN HORIZONTAL PLANES AT RL 6.20 AND RL 7.30.
 7. THIS PART OF LOT 4 IS LIMITED IN DEPTH TO A HORIZONTAL PLANE AT RL 7.30 AND UNLIMITED IN HEIGHT.



DP1066102

Registered 12.06.2004

This is sheet 9 of my plan in 1011 sheets dated 18.02.2004

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Surveyor registered under the Surveying Act 2002
This is sheet 9 of the plan of
sheet covered by my Certificate No. of

Handwritten signature


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

Reduction Ratio 1: 400

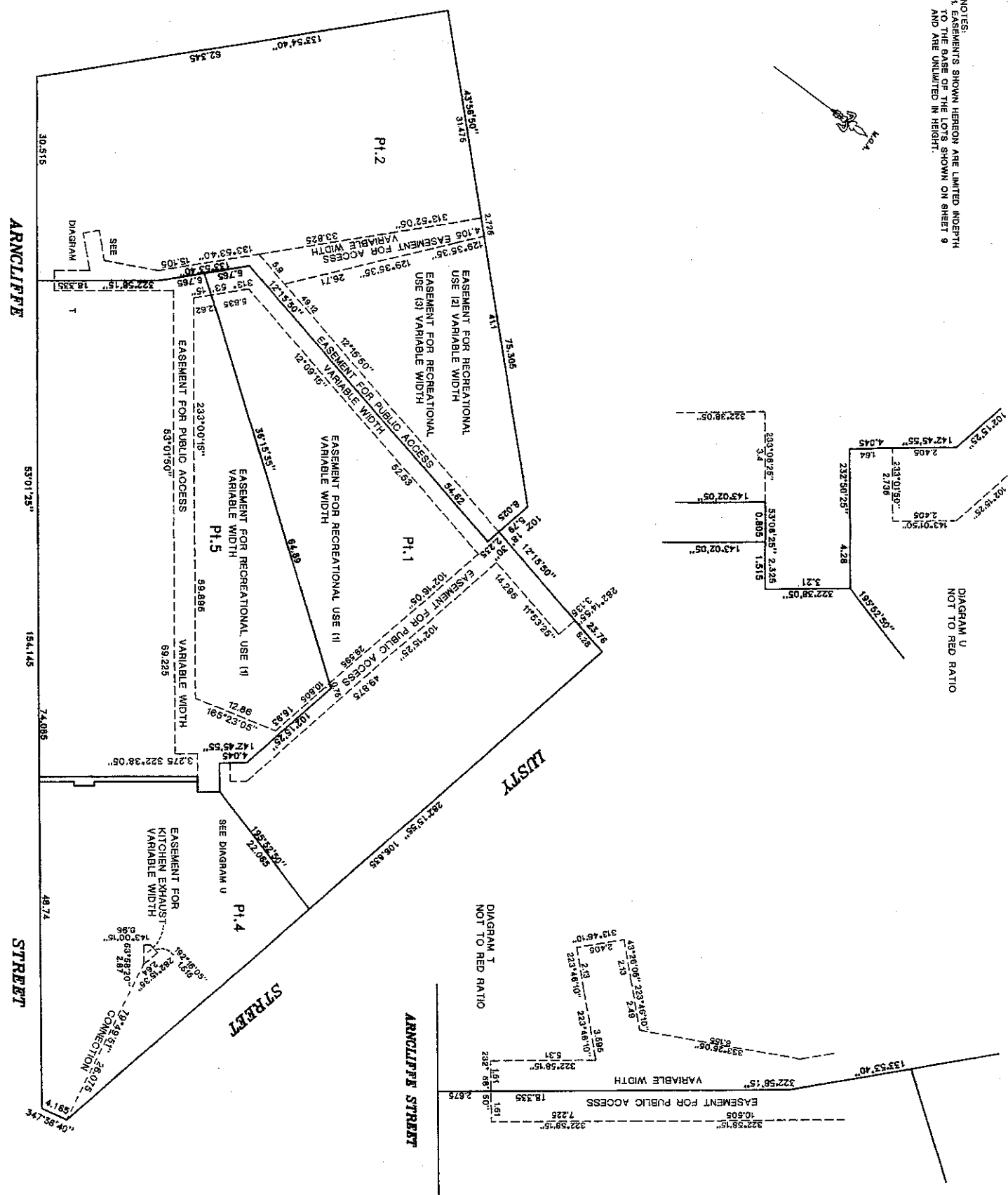
DR JUDITH

Registered  3.12.05.2004

This is sheet 10 of my plan in J011 sheets
dated 18.02.2004


Council Clerk

Reduction Ratio 1: 400



MARK	EASTING	NORTHING	ZONE	CLASS	ORDER	RL	ACC.
SSM 58577	328135.886	6243843.403	56	B	2	1.626	2
SSM 105196	328183.616	6243878.551	56	B	2	1.301	2
SSM 105396	328304.835	6243882.838	56	B	2	1.668	2

SOURCE: SCANS 15.12.2003 COMBINED SCALE FACTOR: 0.989959
ORIGIN OF LEVELS SSM 105196 RL 1.301 AND

MARK	EASTING	NORTHING	ZONE	CLASS	ORDER	RL	ACC.
SSM 58577	328135.886	6243843.403	56	B	2	1.626	2
SSM 105196	328183.616	6243878.551	56	B	2	1.301	2
SSM 105396	328304.835	6243882.838	56	B	2	1.668	2

SOURCE: SCANS 15.12.2003 COMBINED SCALE FACTOR: 0.989959
ORIGIN OF LEVELS SSM 105196 RL 1.301 AND

RECEIVED HOLDINGS PM LIMITED
10/01/2004
10/01/2004
10/01/2004

AGRICULTURE DEVELOPMENT FINANCIAL
10/01/2004
10/01/2004
10/01/2004

MACARANTHE DEVELOPMENT FINANCIAL
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MACARANTHE DEVELOPMENT FINANCIAL
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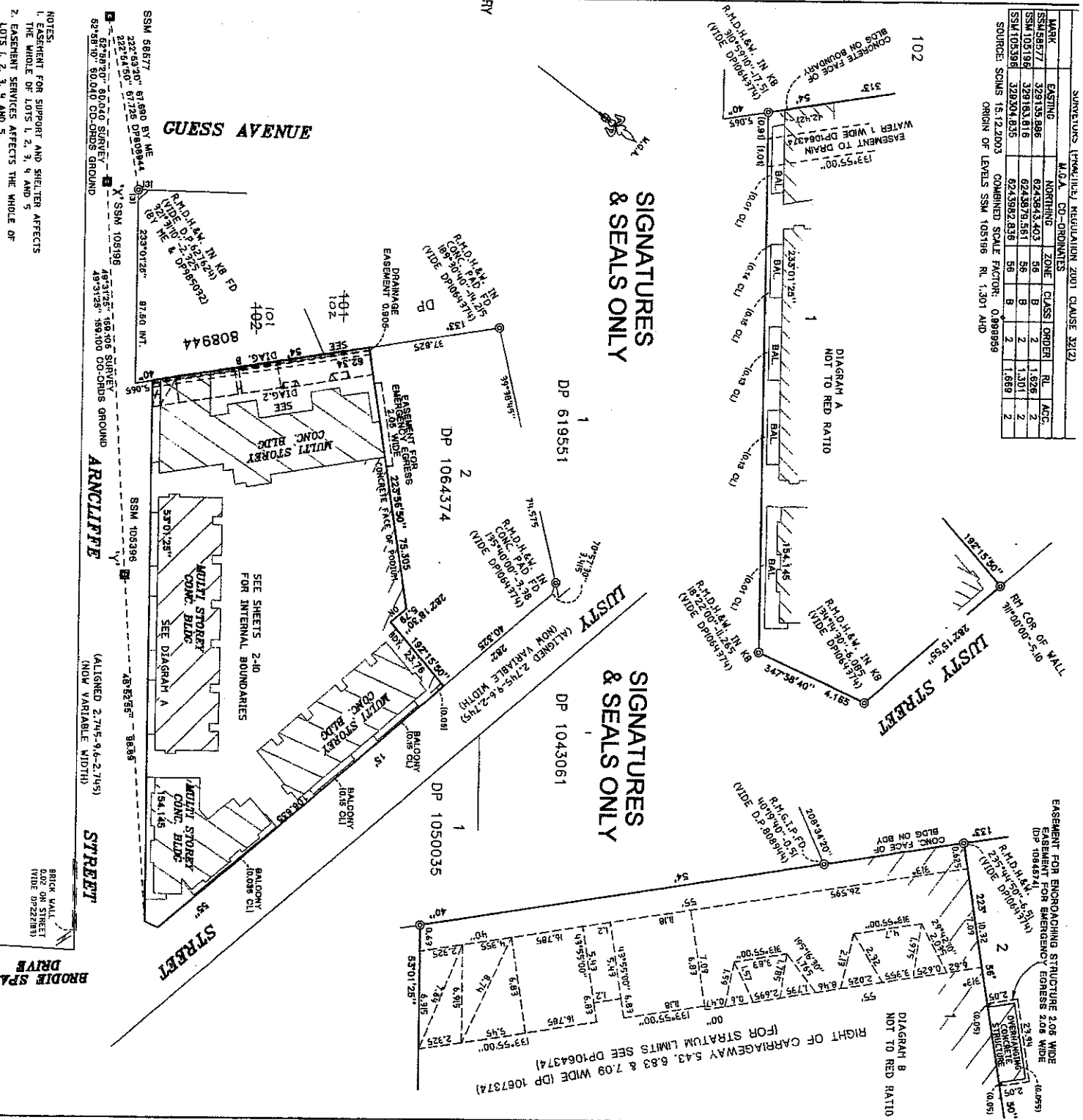
MACARANTHE DEVELOPMENT FINANCIAL
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<p>PLAN OF SUBDIVISION OF LOT 1 DP 1064374</p> <p>Use Plan:</p> <p>Lengths are in metres. Reduction Ratio 1:800</p> <p>L G A ROCKDALE</p> <p>Suburb/Locality: ARNCIFFE</p> <p>Parent: ST GEORGE</p> <p>County: CUMBERLAND</p> <p>This is sheet 11 of my plan in 10 11 sheets</p> <p>(Delete if inapplicable)</p> <p>1. ANDREW P. MASON, 2001</p> <p>2. FRANK J. MASON, 2001</p> <p>3. FRANK J. MASON, 2001</p> <p>4. FRANK J. MASON, 2001</p> <p>5. FRANK J. MASON, 2001</p> <p>6. FRANK J. MASON, 2001</p> <p>7. FRANK J. MASON, 2001</p> <p>8. FRANK J. MASON, 2001</p> <p>9. FRANK J. MASON, 2001</p> <p>10. FRANK J. MASON, 2001</p> <p>11. FRANK J. MASON, 2001</p> <p>12. FRANK J. MASON, 2001</p> <p>13. FRANK J. MASON, 2001</p> <p>14. FRANK J. MASON, 2001</p> <p>15. FRANK J. MASON, 2001</p> <p>16. FRANK J. MASON, 2001</p> <p>17. FRANK J. MASON, 2001</p> <p>18. FRANK J. MASON, 2001</p> <p>19. FRANK J. MASON, 2001</p> <p>20. FRANK J. MASON, 2001</p> <p>21. FRANK J. MASON, 2001</p> <p>22. FRANK J. 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EASEMENT FOR VARIABLE WIDTH</p> <p>14. EASEMENT FOR VARIABLE WIDTH</p> <p>15. EASEMENT FOR VARIABLE WIDTH</p> <p>16. EASEMENT FOR VARIABLE WIDTH</p> <p>17. EASEMENT FOR VARIABLE WIDTH</p> <p>18. EASEMENT FOR VARIABLE WIDTH</p> <p>19. EASEMENT FOR VARIABLE WIDTH</p> <p>20. EASEMENT FOR VARIABLE WIDTH</p> <p>21. EASEMENT FOR VARIABLE WIDTH</p> <p>22. EASEMENT FOR VARIABLE WIDTH</p> <p>23. EASEMENT FOR VARIABLE WIDTH</p> <p>24. EASEMENT FOR VARIABLE WIDTH</p> <p>25. EASEMENT FOR VARIABLE WIDTH</p> <p>26. EASEMENT FOR VARIABLE WIDTH</p> <p>27. EASEMENT FOR VARIABLE WIDTH</p> <p>28. EASEMENT FOR VARIABLE WIDTH</p> <p>29. EASEMENT FOR VARIABLE WIDTH</p> <p>30. EASEMENT FOR VARIABLE WIDTH</p> <p>31. EASEMENT FOR VARIABLE WIDTH</p> <p>32. EASEMENT FOR VARIABLE WIDTH</p> <p>33. EASEMENT FOR VARIABLE WIDTH</p> <p>34. EASEMENT FOR VARIABLE WIDTH</p> <p>35. EASEMENT FOR VARIABLE WIDTH</p> <p>36. EASEMENT FOR VARIABLE WIDTH</p> <p>37. EASEMENT FOR VARIABLE WIDTH</p> <p>38. 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Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan of proposed subdivision of Lot 1 DP 1064374
covered by Subdivision Certificate No. 492/04
Date: 7.4.2004

DP1066102

Sheet 1 of 11

Full name and address of the owner of the land: Percheron Holdings Pty Limited ACN 082 729 520
Level 4, Harley Place, 251 Oxford Street, Bondi Junction

Part 1 (Creation)

Number of item shown in the intention panel on the plan	Identify of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefitted lot(s), road(s), bodies or Prescribed Authorities
1	Easement for Support & Shelter	Each lot and every other lot	Each lot and every other lot
2	Easement for Services	Each lot and every other lot	Each lot and every other lot
3	Right of Carriageway Variable Width	1, 2, 3, 4, 5	Each and every other lot
4	Easement for Public Access Variable Width	1, 2, 3, 4, 5	Rockdale City Council
5	Easement for Recreational Use (1) Variable Width	1	2, 3, 4 & 5
		5	1, 2 3 & 4
6	Easement for Recreational Use (2) Variable Width	2	1, 4, 5
7	Easement for Recreational Use (3) Variable Width	2	2/DP1064374
8	Easement for Access Variable Width	2	2/DP1064374
9	Easement for Kitchen Exhaust Variable Width	4	3

DP1066102

Sheet 2 of 11

Part 2 (Terms)

1. Interpretation

1.1 Definitions

The following are definitions in respect of defined words used in part 2 of this instrument. These meanings, in any form, apply unless the contrary intention appears:

Authorised Users means every person authorised by the Grantee for the purposes of any Easement created by this instrument (including, without limitation, the Grantee's tenants, employees, agents, contractors and licensees).

Conveyancing Act means the *Conveyancing Act 1919 (NSW)*.

Council means Rockdale City Council.

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

Easement includes any easement, covenant, positive covenant or restriction on use created in this instrument.

Easement Site in relation to an Easement in this instrument, means:

- (a) the site of the Easement identified and defined on the Plan; and
- (b) all items (including plant and equipment) within the site of an Easement identified on the Plan which are the subject of the Easement.

Government Agency means:

- (a) government or government department or body or other body;
- (b) governmental, semi-governmental or judicial person; or
- (c) person who is charged with the administration of a law.

Grantee means:

- (a) the registered proprietor or mortgagee in possession of the lot benefited; and
- (b) the Owners Corporation under the Development Act in respect of the lot benefited.

Grantor means:

- (a) the registered proprietor of the lot burdened; and
- (b) the Owners Corporation under the Development Act in respect of the lot burdened.

DP1066102

Sheet 3 of 11

If a Strata Plan is registered over a lot burdened, a reference to the Grantor's nominee in an Easement means a person appointed by the Owners Corporation established on registration of that plan.

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

Occupier means each lessee or licensee from time to time (including each subordinate or under lessee or licensee) of the lots burdened.

Owners Corporation means an owners corporation constituted under the Management Act on registration of a Strata Plan.

Plan means the plan of subdivision under the Conveyancing Act to which this instrument relates.

Recreational Facilities means the gymnasium room and equipment, swimming pool and surrounds, swimming pool pump and equipment, sauna, changing rooms, showers and toilets, barbecue cooker, tables and chairs located in the Easement Site.

Services means:

- (d) water reticulation or supply;
- (e) gas reticulation or supply;
- (f) electricity supply
- (g) air conditioning;
- (h) a telephone service
- (i) a computer data, digital transmission or television service;
- (j) a sewer system;
- (k) drainage;
- (l) a ventilation and air conditioning system;
- (m) a system for the removal or disposal of garbage or waste;
- (n) a fire safety or control system;
- (o) a security system; or
- (p) another system or service designed to improve the amenity, or enhance the enjoyment of safety of the lots benefited.

Strata Management Statement means a strata management statement registered according to Division 2B of the Development Act and applying to any of the lots in the Plan.

Strata Plan means a strata plan registered according to the Management Act or the Development Act (as applicable).

- 1.2 Unless a contrary intention appears, a reference in this instrument to:
- (a) (reference to anything) a reference to anything is a reference to the whole or each part of it; and
 - (b) (references to statute) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
 - (c) (singular includes plural) the singular includes the plural and vice versa; and
 - (d) (meaning not limited) the words "include", "including", "for example", amongst other things or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
- 1.3 Headings do not affect the interpretation of this instrument.
- 1.4 A requirement in an Easement which requires the Grantee or Grantor to maintain or repair an Easement Site or any thing in an Easement Site is a positive covenant according to Section 88BA of the Conveyancing Act.

2. Covenants and agreements between Grantees and Grantors

The conditions, covenants and restrictions, including in this instrument, and in each of the Easements, are covenants and agreements between:

- (a) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the lot benefited or any part of it with which the right is capable of enjoyment; and
- (b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the lot burdened or any part of it with which the right is capable of enjoyment

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the Easements in this instrument.

3. Notice to Grantor

- 3.1 This clause 3 applies to each Easement granted under this instrument.
- 3.2 If the Grantor is an Owners Corporation, any notice to the Grantor must be given to the strata manager and the on-site manager for the Owners Corporation, if any. Notice required in the case of an emergency may be given verbally.

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4. Strata Management Statement prevails**4.1** The following applies with respect to all the Easements in the Plan:

- (a) **Costs** - If a Strata Management Statement regulates the apportionment of costs in relation to, or responsibility for complying with obligations under an Easement Site, positive covenant or restriction on use and there is an inconsistency between the apportionment of costs or allocation of responsibility in this instrument and the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.
- (b) **Use** - If a Strata Management Statement regulates the manner in which, or the times when the Easement Site may be used or the persons who may use it and there is an inconsistency between the terms of this instrument and the terms of the Strata Management Statement, the Strata Management Statement prevails to the extent of the inconsistency.

5. Terms of Easement for Support & Shelter numbered one (1) in the Plan**5.1** An Easement for support and shelter in the terms of section 8AA of the Development Act is created for the Grantee.**6. Terms of Easement for Services numbered two (2) in the Plan****6.1** The Grantor grants to the Grantee the right for the passage or supply of Services through or by means of pipes, poles, wires, cables, ducts or equipment existing in the lot burdened at the date of registration of this instrument, or installed by the Grantee at any time in the future, or any replacement or enhancement of such pipes, poles, wires, cables, ducts or equipment effected in accordance with the terms of this Easement, to the extent to which a Service is capable of being used by the Grantee in their enjoyment of the lot benefited.**6.2** The Grantee may do anything reasonably necessary for the purpose of exercising its rights under this Easement, including:

- (a) carry out work on the lots burdened to ensure that the Services are supplied or maintained to the lot benefited, including work to install, replace or enhance any new, existing or replacement pole, wire, cable, duct or equipment reasonably necessary to provide or maintain the range and level of Services reasonably required by the Grantee; and
- (b) attach to any part of the lot burdened any bolts, screws, brackets, fastenings, supports or devices, or create any cavities or holes in the lot burdened that is reasonably necessary to install, support or use any existing or new pipes, poles, wires, cables, ducts or equipment; and
- (c) enter the lot burdened with or without tools and equipment and remain there for any reasonable period of time for the purposes set out in paragraphs (a) and (b).



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- 6.3 In exercising its rights under this Easement the Grantee must:
- (a) ensure all work is done properly;
 - (b) cause as little interference as practicable to the Grantor or to any Occupier of the lot burdened;
 - (c) cause as little damage as is practicable to the lot burdened and any improvements on it; and
 - (d) if damage is caused, restore the lot burdened as nearly as practicable to the condition it was in before the damage occurred.
- 6.4 Except when urgent work is required, the Grantee must:
- (a) give the Grantor or its nominee reasonable notice of intention to enter the lot burdened;
 - (b) only enter the lot burdened during times reasonably agreed by the Grantor; and
 - (c) comply with the reasonable directions of the Grantor relating to any security arrangements in place in respect of that part of the lot burdened intended to be entered by the Grantee.
- 6.5 Where the Grantee enters the lot burdened for the purposes of carrying out urgent work, the Grantee must notify the Grantor of that entry as soon as it is practicable to do so.
- 6.6 The Grantee must maintain, repair and replace the Services that are used by the Grantee or in respect of which the Grantee has the benefit (even if these Services have been installed by the Grantor or a third party).
- 7. Terms of Right of Carriageway Variable Width numbered three (3) in the Plan**
- 7.1 An Easement in the terms of the "Right of carriage way" in Part 1 of Schedule 8 of the Conveyancing Act is created for the Grantee.
- 8. Terms of Easement for Public Access Variable Width numbered four (4) in the Plan**
- 8.1 Subject to the conditions in this easement and the Strata Management Statement, the Grantor grants to the Grantee the right for the Grantee and Authorised User to pass, repass (but not to remain) on the Easement Site for the purpose of passing through the lots burdened to gain access to public areas:
- (a) on foot (and not using rollerblades, skateboards, scooters or similar items);
 - (b) by emergency vehicles over any trafficable surfaces;
 - (c) with wheelchairs or other disabled access aids,

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- (d) without animals (except guide dogs or hearing dogs for the visually or hearing impaired);
- and only during the daylight hours between sunrise and sunset.
- 8.2 The Grantor, acting reasonably (and having regard to the nature of the activity carried out on the lot burdened), may remove from or refuse entry to the lot burdened any person entitled to exercise a right under this Easement if that person:
- (a) is not adequately clothed;
 - (b) is under the influence of alcohol or illegal drugs; or
 - (c) behaves in a manner reasonably likely to cause alarm, offence or embarrassment to persons on the lot burdened or Occupiers.
- 8.3 The Grantee, and Authorised Users must cause as little inconvenience as practicable to the Grantor, and any Occupier of the lot burdened when they exercise their rights and perform their obligations under this Easement.
- 8.4 The Grantee and Authorised Users and Occupier must not soil, litter or damage the Easement Site or lot burdened.
- 8.5 The Grantee, Authorised User and Occupier may not exercise their rights under this Easement during any period in which the Grantee agrees with the Grantor to restrict access over the Easement Site.
- 8.6 The Grantor may make reasonable rules about the use of the Easement Site, by the Grantee, Authorised Users and Occupier.
- 8.7 The Grantor may restrict or prevent access to the Easement Site at any time in case of emergency or for maintenance purposes.
- 8.8 Despite any other provision of this easement, the rights and obligations under this easement are suspended until the earlier of 1 June 2004 or the registration of a Strata Plan over any lot in the Plan.
9. **Terms of Easement for Recreational Use (1) Variable Width numbered five (5) in the Plan**
- 9.1 Subject to the conditions in this Easement, the Grantor grants to the Grantee the right for the Grantee and Authorised User to pass and repass on foot (and not using rollerblades, skateboards, scooters or similar items) without animals (except for guide dogs or hearing dogs for the visually or hearing impaired) and remain on the Easement Site for the purposes of passive recreation.



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- 9.2 The Grantor, acting reasonably (and having regard to the nature of the use or form of recreation carried out on the lot burdened), may remove (or refuse entry to) any person entitled to exercise a right under this Easement if that person:
- (a) is not adequately clothed;
 - (b) is under the influence of alcohol or illegal drugs; or
 - (c) behaves in a manner reasonably likely to cause alarm, offence or embarrassment to persons on the lot burdened or Occupiers.
- 9.3 The Grantee and Authorised Users must cause as little inconvenience as practicable to the Grantor, and any Occupier of the lot burdened when they exercise their rights and perform their obligations under this Easement.
- 9.4 The Grantee and Authorised Users must not soil, litter or damage the Easement Site or the lot burdened.
- 9.5 The Grantee and Authorised Users may not exercise their rights under this Easement during any period in which the Grantee agrees with the Grantor to restrict access over the Easement Site.
- 9.6 The Grantor may restrict or prevent access to the Easement Site at any time in case of emergency or for maintenance purposes.
- 9.7 Despite any other provision of this easement, the rights and obligations of this easement are suspended until the earlier of 1 June 2004 or the registration of a Strata Plan over any lot in the Plan.
- 10. Terms of Easement for Recreational Use (2) Variable Width numbered six (6) in the Plan**
-
- 10.1 Subject to the conditions in this easement, the Grantor grants to the Grantee the right for the Grantee and Authorised User to pass and repass on foot (and not using rollerblades, skateboards, scooters or similar items) without animals (except for guide dogs or hearing dogs for the visually or hearing impaired) and remain on the Easement Site for the purposes of using the Recreational Facilities.
- 10.2 The Grantor, acting reasonably (and having regard to the nature of the use or form of recreation carried out in the Recreational Facilities), may remove (or refuse entry to) any person entitled to exercise a right under this Easement if that person:
- (a) is not adequately clothed;
 - (b) is under the influence of alcohol or illegal drugs; or
 - (c) behaves in a manner reasonably likely to cause alarm, offence or embarrassment to persons on the lot burdened and Occupiers.



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- 10.3 The Grantee and Authorised Users must cause as little inconvenience as practicable to the Grantor, and any Occupier of the lot burdened when they exercise their rights and perform their obligations under this Easement.
- 10.4 The Grantee and Authorised Users must not soil, litter or damage the Recreational Facilities or the lot burdened.
- 10.5 The Grantee and Authorised User may not exercise their rights under this Easement during any period in which the Grantee agrees with the Grantor to restrict access over the Recreational Facilities.
- 10.6 The Grantor may restrict or prevent access to the Easement Site at any time in case of emergency or for maintenance purposes.
- 10.7 The Grantee uses the Recreational Facilities at its own risk and must not make any claim against the Grantor for any loss, damage, cost or expense incurred by the Grantee or the Authorised Users arising out of personal injury or death, or property loss or damage arising in any way out of the use by those persons of the Recreational Facilities.
- 10.8 The Grantee indemnifies the Grantor against any loss, damage, cost or expense incurred by the Grantor due to any claims made or threatened by the Authorised User arising out of their use of the Recreational Facilities.
11. **Terms of Easement for Recreational Use (3) Variable Width numbered seven (7) in the Plan**
 - 11.1 Subject to the conditions in this Easement, the Grantor grants to the Grantee the right for the Grantee and Authorised User (but only where the Grantee is the registered proprietor of, or the Authorised User is an Occupier of a residential lot in the lot benefited) to pass and repass on foot (and not using rollerblades, skateboards, scooters or similar items) without animals (except for guide dogs or hearing dogs for the visually or hearing impaired) and remain on the Easement Site for the purposes of passive recreation.
 - 11.2 The Grantor, acting reasonably (and having regard to the nature of the use or form of recreation carried out on the lot burdened), may remove (or refuse entry to) any person entitled to exercise a right under this Easement if that person:
 - (a) is not adequately clothed;
 - (b) is under the influence of alcohol or illegal drugs; or
 - (c) behaves in a manner reasonably likely to cause alarm, offence or embarrassment to persons on the lot burdened or Occupiers.
 - 11.3 The Grantee and Authorised Users must cause as little inconvenience as practicable to the Grantor, and any Occupier of the lot burdened when they exercise their rights and perform their obligations under this easement.
 - 11.4 The Grantee and Authorised Users must not soil, litter or damage the Easement Site or the lot burdened.



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- 11.5 The Grantee and Authorised Users may not exercise their rights under this Easement during any period in which the Grantee agrees with the Grantor to restrict access over the Easement Site.
- 11.6 The Grantor may restrict or prevent access to the Easement Site at any time in case of emergency or for maintenance purposes.
- 11.7 The rights under this Easement may only be exercised by Owners or Occupiers of residential dwellings on the lot benefited.
- 11.8 The Grantee, when requested by the Grantor must pay to the Grantor a percentage of the costs of the operation, maintenance, repair and replacement of the Easement Site incurred by the Grantor, the percentage being equal to the number of residential lots on the lot burdened as a proportion of the aggregate of the residential lots on the lot burdened and the lot benefited.
- 12. Terms of Easement for Access Variable Width numbered eight (8) in the Plan**
- 12.1 An easement in the terms of the "Right of access" in Part 14 of Schedule 8 of the Conveyancing Act is created for the Grantee for the purpose only of the Grantee and Authorised User gaining access and from the Easement Site referred to in the Easement for Recreational Use (3) Variable Width numbered seven (7) in this instrument.
- 13. Terms of Easement for Kitchen Exhaust Variable Width numbered nine (9) in the Plan**
- 13.1 Subject to the conditions in this Easement, the Grantor grants to the Grantee the right for the Grantee to:
- (a) install, maintain, repair, replace, upgrade, augment and use, fans, fan motors, conduits and exhaust ducts and all ancilliary equipment on the Easement Site; and
 - (b) utilise and exhaust air and cooking gases from the lot benefited through the Easement Site to the open air;
- on the condition that:
- (i) the exhaust air and cooking gases emitted from the lot benefited must not contain noxious or hazardous elements; and
 - (ii) the operation of the exhaust system does not cause any nuisance to the Grantor or Occupier or any occupier of the lot burdened acting reasonably, and in particular does not create excessive vibration or noise or emit offensive odours.
 - (iii) the Grantee complies with all statutes, regulations, rules, ordinances and orders required by any Government Agency in order to lawfully exhaust air and cooking gases through the lot burdened into the air.



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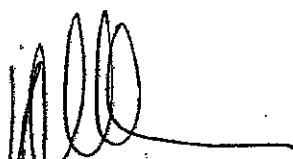
13.2 The Grantee may by giving reasonable notice to the Grantor:


- (a) enter, pass, re-pass on foot only with or without equipment, machinery and tools, by taking the most reasonably direct route through and remain for a reasonable time on the lot burdened, for purpose of obtaining access to and from the Easement Site in order to;
- (b) monitor, install, maintain, repair, replace, upgrade, augment any wires, cables conduits, ducts, fans, fan motors, equipment and other structures within the Easement Site necessary for the operation of the exhaust system; and
- (c) install wires, cables, pipes, conduits, structures and other things in respect of the any electrical or other Services in the Easement Site.

13.3 The Grantee must cause as little inconvenience as practicable to Occupiers, the Grantor, and any Occupier of the lot burdened when they exercise their rights and perform their obligations under this Easement.

Executed on behalf of Percheron Holdings Pty
Limited in accordance with s127 Corporations Act
in the presence of:

ACN 082 729 520


 Secretary/Director


 Director

H. G. Solomon

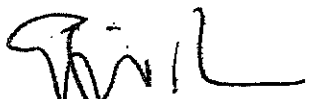
Print name

David Lewis Williams

Print name

Signed on behalf of Rockdale City Council by its
authorised representative:

ARNcliffe DEVELOPMENT PTY LIMITED
ACN 094 728 971


 Director

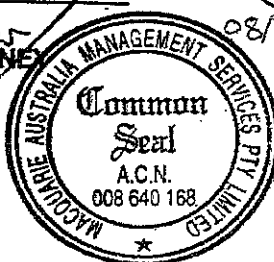
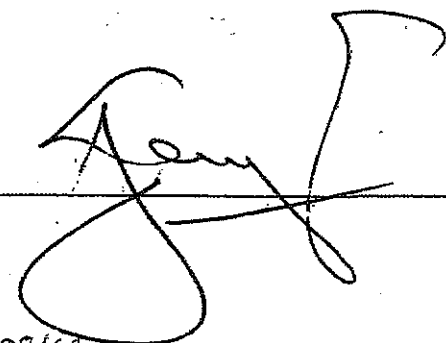
Graeme Wilson


 Director

DAVID JOHN SWEENEY

Dennis Leong

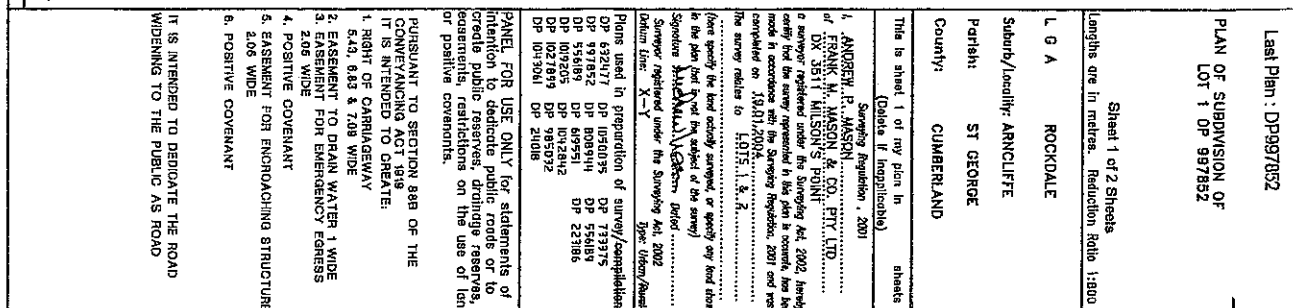
COMPANY SECRETARY

THE COMMON SEAL OF MACQUARIE AUSTRALIA
MANAGEMENT SERVICES PTY LIMITED
WAS HEREUNTO AFFIXED IN ACCORDANCE
WITH THE COMPANY'S CONSTITUTION:


 Graeme Wilson
 Director

15.12.2003 COMBINED SCALE FACTOR: 0.999
ORIGIN OF LEVELS SSM 105196 RL 1.301 AND



Registered: 04.05.2004

PLAN OF SUBDIVISION OF
LOT 1 OF 997852

L G A	ROCKDALE
Suburb/Locality:	ARNCLIFFE
Parish:	ST GEORGE
County:	CUMBERLAND

A surveyor registered under the Surveying Act, 2002, hereby certifies that the survey represented in this plan is accurate, has been made in accordance with the Surveying (Amendment) 2001 and was completed on 10/01/2004.

The survey refers to 4915 & 2.

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

Signature Michael J. O'Brien dated _____

Surveyor registered under the Surveying Act, 2002

Calum time	X - Y	Spec. Infect. Res.
Plum used in preparation of survey/compilation		
DP 6324177	DP 0550135	DP 733175
DP 9136182	DP 8083944	DP 9556189
DP 5156181	DP 695951	DP 223186
DP 1072651	DP 1052842	
DP 1052839	DP 9655072	
DP 1053061	DP 21018	

PANEL FOR USE ONLY for statements of intention to dedicate public route or to create public reserves, wildlife reserves, and scientific reservations on the use of land.

PURSUANT TO SECTION 366 OF THE
PUBLIC WORKS ACT, 1933
IT IS INTENDED TO CREATE:

1. RIGHT OF CARRIAGEWAY
6.40, 0.83 & 7.09 WIDE
2. EASEMENT TO DRAIN WATER 1 WIDE
3. 2.05 WIDE
4. POSITIVE COVENANT
5. EASEMENT FOR ENJOYING STRUCTURE
2.06 WIDE
6. POSITIVE COVENANT

IT IS INTENDED TO DEDICATE THE ROAD
WIDENING TO THE PUBLIC AS ROAD

100-101472-971

ROSS A MODIVENI

H. C. S. & Co. Ltd.

~~Dr Williams~~
David Lewis Williams
Director

THE COMMON SEAL OF THE SINGAPORE ASSOCIATION
OF CHINESE BUSINESSES
WAS HEREON AFFIXED BY AUTHORITY
WITH THE COMPANY'S CONSENT.



Griffiths Wilson Hilton Grant Murray
Director DIRECTOR

Department of Lands Approva

in approving this plan certify
(Authorized Officer)
necessary approvals in regard to the allocation of the funds
have been given

[illegible][illegible]

Subdivision Certificate

I certify that the provisions of s.109J of the Environmental Planning and Assessment Act 1979 have been satisfied in relation to the proposed 5128/21/21/21/21 set out herein

at 'outlet' or 'new road',

British Overseas Airways Ltd. London

ROCKDALE CITY COUNCIL.....

27 FEB 2004

THE

325/04


1000

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ORIGIN OF LEVELS SSM 105196 RL. 1.301 AND

Diagram 2 is a survey map showing a proposed easement for emergency egress. The easement is 2.05 wide and runs along a property line. The map includes various bearings and distances, such as S 22° 51' 00" E 10.32, S 85° 00' 00" E 2.05, and S 85° 00' 00" E 10.32. It also shows a 'DRAINAGE DITCH' and a 'DRAINAGE FACE'. The map is labeled 'DIAGRAM 2' and 'NOT TO RED RATIO'.

DP1064374

Registered:  04.05.2004

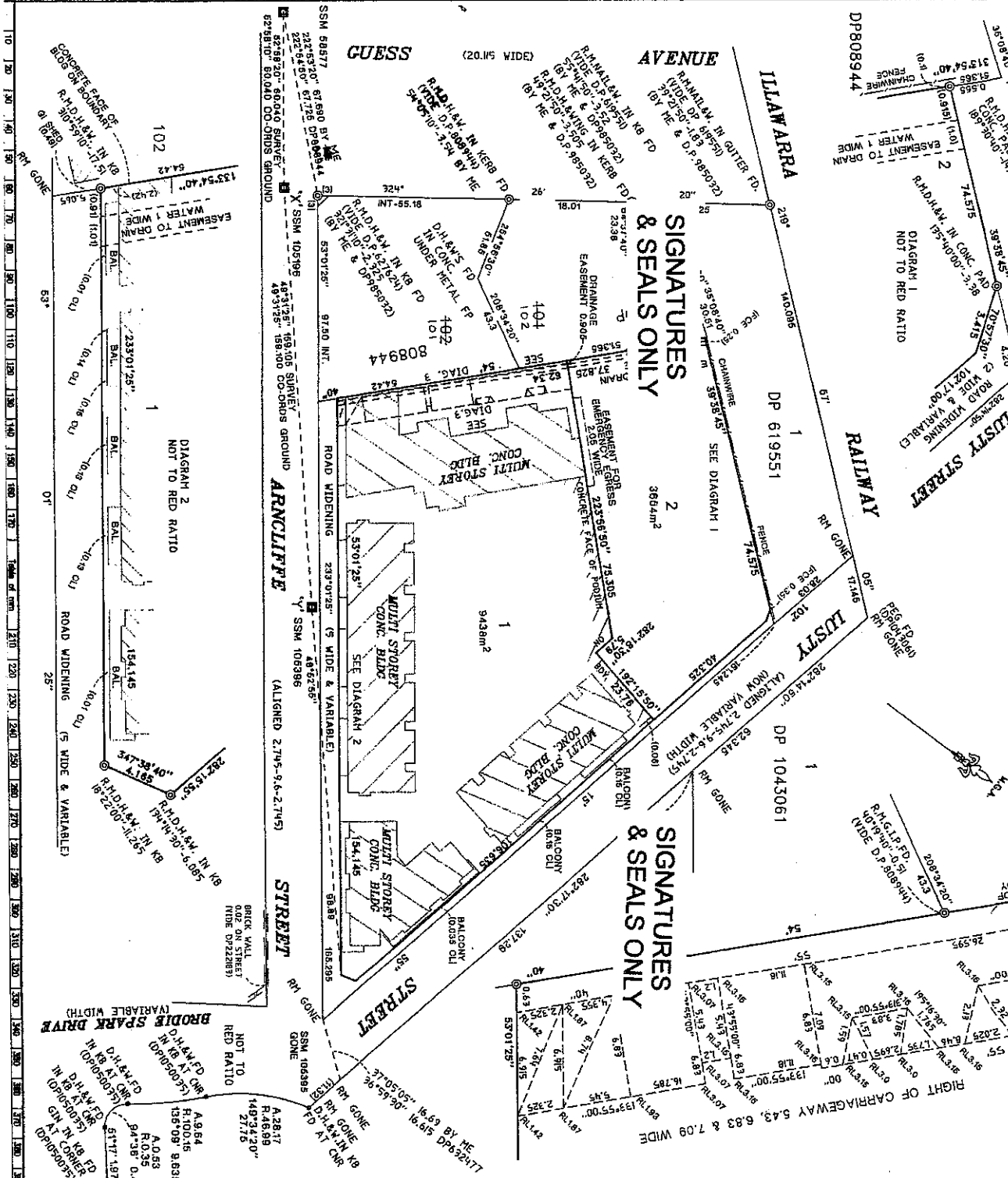
Title System: TORRENS

Purpose: SUBDIVISION

Ref Map : U0397-22#

**SIGNATURES
& SEALS ONLY**

**SIGNATURES
& SEALS ONLY**



DP1064374

Registered: 04.05.2004

Title System: TORRENS
Purpose: SUBDIVISION
Ref Map : UB937-22#
Last Plan : DP987852

PLAN OF SUBDIVISION OF
LOT 1 DP 897852

Sheet 2 of 2 Sheets

Lengths are in metres. Reduction Ratio 1:500

L G A ROCKDALE

Suburb/Locality: ARNCLEFFE

Parish: ST GEORGE

County: CUMBERLAND

This is a true and correct copy of the original plan as registered.

I, ANDREW P. MARSH, Surveying Inspector, 2001
of **FRANK N. WATSON & CO., P.C., LTD.**
DX 3511 WALTON'S POINT
a surveyor registered under the Surveyors Act, 2002, hereby
certify that the survey represented in the plan attached hereto was
correctly taken in accordance with the provisions of the said Act and was
completed on 18/01/2004.
The survey relates to **LOTS 1 & 2**

(Where specified, the land actually surveyed, or specified, say land shown
in the plan that is not the subject of the survey)

Signature **A.P. Marsh** Dated **21/06/2004**
Survey registered under the Surveyors Act, 2002
Drawing Date: X-7 Type: Other/As per client

Please note in preparation of surveys/completions:
DP 632477 DP 005095 DP 773975
DP 917052 DP 800844 DP 556189
DP 551809 DP 619551 DP 223916
DP 007205 DP 1067492
DP 105361 DP 21082

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

PURSUANT TO SECTION 98B OF THE
CONVEYANCING ACT 1918
IT IS INTENDED TO CREATE,
1. RIGHT OF CROSS/WAY
5.43, 6.63 & 7.08 BOUNDARY
2. EASEMENT TO DRAIN WATER 1 WIDE
3. EASEMENT FOR EMERGENCY EGRESS
2.05 WIDE
4. POSITIVE COVENANT
5. EASEMENT FOR ENCRoACHING STRUCTURE
2.06 WIDE
6. POSITIVE COVENANT

IT IS INTENDED TO DEDICATE THE ROAD
WHENING TO THE PUBLIC AS ROAD

Instrument setting out terms of Easements or Profits à Prendre intended to be created or released and of Restrictions on the Use of Land or Positive Covenants intended to be created pursuant to Section 88B Conveyancing Act 1919.

Plan of proposed subdivision of Lot 1 DP 997852
covered by Subdivision Certificate No. 145101
Date: 27/2/04

DP1064374

Full name and address of the owner of the land: Percheron Holdings Pty Limited ACN 082 729 520
Level 4, Harley Place, 251 Oxford Street, Bondi Junction

Part 1 (Creation)

Number of items shown in the attention panel on the plan	Identity of easement, profit à prendre, restriction or positive covenant to be created and referred to in the plan	Burdened lot(s) or parcel(s)	Benefited lot(s), road(s), bodies or Prescribed Authorities
1	Right of Carriageway 6.83 & 7.09 Wide & 5.43 Wide	1	2
2	Easement to Drain Water 1 Wide	1 & 2	Rockdale City Council
3	Easement for Emergency Egress 2.05 Wide	2	1
4	Positive Covenant	1	Rockdale City Council
5	Easement for Encroaching Structure 2.05 Wide	2	1
6	Positive Covenant	1	Rockdale City Council

Part 2 (Terms)

1. Interpretation

1.1 Definitions

The following are definitions in respect of defined words used in part 2 of this instrument. These meanings, in any form, apply unless the contrary intention appears:

DP1064374

Plan of proposed subdivision of Lot 1 DP 997852
covered by Subdivision Certificate No. 145/01
Date: 27.2.04

Authorised Users means every person authorised by the Grantee for the purposes of any easement created by this instrument (including, without limitation, the Grantee's tenants, employees, agents, contractors and licensees).

Conveyancing Act means the *Conveyancing Act 1919 (NSW)*.

Council means Rockdale City Council.

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

Easement includes any easement, covenant, positive covenant or restriction on use created in this instrument.

Easement Site in relation to an Easement in this instrument, means:

- (a) the site of the easement identified and defined on the Plan; and
- (b) all items within the site of an Easement identified on the Plan which are the subject of the Easement.

Grantee means:

- (a) the owner of an estate in fee simple or mortgagee in possession of the lot benefited; and
- (b) the Owners Corporation under the Development Act in respect of the lot benefited.

Grantor means:

- (a) the owner of an estate in fee simple of the lot burdened; and
- (b) the Owners Corporation under the Development Act in respect of the lot burdened.

If a Strata Plan is registered over a lot burdened, a reference to the Grantor's nominee in an Easement means a person appointed by the Owners Corporation established on registration of that plan.

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

On Site Stormwater Re-Use System means the structure erected on the lot burdened described as "on site stormwater re-use system" (which expression includes all ancillary gutters, pipes, drains, pumps walls, kerbs pits, grates, tanks, chambers, basins and surfaces designed to detain stormwater for re-use) shown on the plans approved by Council under the Notice of Development Approval No. 1243/02 determined on 25 October 2002;

Owners Corporation means an owners corporation constituted under the Management Act on registration of a Strata Plan.

Plan means the plan of subdivision under the Conveyancing Act to which this instrument relates.

DP1064374

Plan of proposed subdivision of Lot 1 DP 997852
 covered by Subdivision Certificate No. 145/01
 Date: 27. 2. 04

Strata Plan means a strata plan registered according to the Act or the Development Act (as applicable).

- 1.2 Unless a contrary intention appears, a reference in this instrument to:
- (a) (reference to anything) a reference to anything is a reference to the whole or each part of it; and
 - (b) (references to statute) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
 - (c) (singular includes plural) the singular includes the plural and vice versa; and
 - (d) (meaning not limited) the words "include", "including", "for example", amongst other things or "such as" are not used as, nor are they to be interpreted as, words of limitation and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.
- 1.3 Headings do not affect the interpretation of this instrument.
- 1.4 A requirement in an Easement which requires the Grantee or Grantor to maintain or repair an Easement Site or any thing in an Easement Site is a positive covenant according to Section 88BA of the Conveyancing Act.

2. Covenants and agreements between Grantees and Grantors

The conditions, covenants and restrictions, including in this instrument, and in each of the Easements, are covenants and agreements between:

- (a) each Grantee for itself, its successors and every person who is entitled to an estate or interest in possession of the lot benefited or any part of it with which the right is capable of enjoyment; and
- (b) each Grantor for itself, its successors and every person who is entitled to an estate or interest in possession of the lot burdened or any part of it with which the right is capable of enjoyment

to the intent that the benefit and burden of those covenants and agreements are annexed to and pass with the benefits and burdens of the Easements in this instrument.

3. Notice to owner

- 3.1 This clause 3 applies to each Easement granted under this instrument.
- 3.2 If the Grantor is an Owners Corporation, the notice must be given to the strata manager and the on-site manager for the Owners Corporation, if any. Notice required in the case of an emergency may be given verbally.

DP1064374

Plan of proposed subdivision of Lot 1 DP 997852
 covered by Subdivision Certificate No. 145/01
 Date: 27.2.04

4. Terms of Easement for Right of Carriageway 6.83 & 7.09 Wide numbered one (1) in the Plan

4.1 An Easement is granted to the Grantee:

- (a) in the terms of the easement for "Right of Carriageway" in Part 1 of Schedule 8 to the Conveyancing Act; and
- (b) to allow the Grantee to use any access control system installed or erected by the Grantor on the lot burdened for ingress and egress to and from the Easement Site.

4.2 The Grantee when requested by the Grantor, must pay to the Grantor a percentage of the costs of the operation, maintenance, repair and replacement of the access control system referred to in the preceding paragraph, incurred by the Grantor, that percentage being equal to the number of motor vehicles situated on the lot benefited that use the Right of Carriageway as a proportion of the total aggregated number of motor vehicles situated on the lot benefited and the lot burdened that use the Right of Carriageway. For the purposes of calculating the proportion, the number of motor vehicles situated on the lot benefited that use the Right of Carriageway will not be less than five.

4.3 This easement is extinguished on the date that the Grantee notifies the Grantor in writing that the Grantee no longer has any need to use the Easement Site and the Grantee will then at the Grantor's cost do everything reasonably necessary including sign any documents the Grantor considers necessary to have this easement removed from the title to the lot burdened.

5. Terms of Easement to Drain Water 1 Wide numbered two (2) in the Plan

5.1 An Easement in the terms of the "Easement to drain water" in Part 3 Schedule 4A to the Conveyancing Act is created in favour of the Council under section 88A of the Conveyancing Act.

Name of person empowered to release, vary or modify easement numbered two (2) in the Plan

Rockdale City Council

6. Terms of Easement for Emergency Egress numbered three (3) in the Plan

6.1 The Grantor grants the right for the Grantee and Authorised Users to enter and pass through the Easement Site for the purpose of evacuating the lot benefited in an emergency or for fire drill purposes.

7. Terms of Positive Covenant numbered four (4) in the Plan

7.1 The Grantor covenants with the Council under s 88E of the Conveyancing Act in respect of clauses 7.3 and 7.4.

DP1064374Plan of proposed subdivision of Lot 1 DP 997852
covered by Subdivision Certificate No. 145/01

Date: 27.2.04

- 7.2 In this easement "system" means the On Site Stormwater Re-Use System.
- 7.3 The Grantor must:
- (a) permit stormwater to be detained by the system for re-use;
 - (b) keep the system clean and free of silt, rubbish and debris;
 - (c) maintain, renew and repair the whole or parts of the system so that it functions in a safe and efficient manner, and in doing so complete the same within the time and in the manner specified in written notice issued by the Council;
 - (d) carry out the matters referred to in paragraphs (b) and (c) at the Grantor's expense;
 - (e) not make any alterations to the system or elements thereof without prior consent in writing of the Council;
 - (f) permit the Council or its authorised agents from time to time upon giving reasonable notice (but at any time and without notice in the case of any emergency) to enter and inspect the lot burdened for compliance with the requirements of this clause;
 - (g) comply with the terms of any written notice issued by the Council in respect to the requirements of this clause within the time stated in the notice.
- 7.4 In the event of the Grantee failing to comply with the terms of any written notice served in respect of the matters in clause 7.3, the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operation of the system and recover from the Grantee the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land under s 88F of the Conveyancing Act. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

Name of person empowered to release, vary or modify restriction or positive covenant numbered four (4) in the plan:

Rockdale City Council

8. Terms of Easement for Encroaching Structure 2.05 Wide numbered five (5) in the Plan

- 8.1 An easement in the terms of "Easement to permit encroaching structure to remain" in Part 13 Schedule 8 to the Conveyancing Act is created for the Grantee (except in relation to clause 2(c) of that part where the obligation to restore the lot benefited only related to the restoration of damage, arising solely because the relevant Grantee has not complied with paragraphs (a) and (b) of that part).

9. Terms of Positive Covenant numbered six (6) in the Plan

- 9.1 The Grantor covenants with the Council under s 88E of the Conveyancing Act in respect of clause 9.2 and 9.3.

Plan of proposed subdivision of Lot 1 DP 997852
covered by Subdivision Certificate No. 145/01
Date: 27.2.01

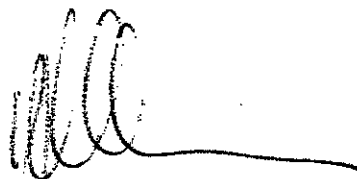
DP1064374

- 9.2 The Grantor must maintain, renew, repair and replace any pipes and drains within the Easement to Drain Water 1 Wide numbered two (2) in the Plan.
- 9.3 In the event of the Grantee failing to comply with the terms of any written notice served in respect of the matters in clause 9.2, the Council or its authorised agents may enter with all necessary equipment and carry out any work required to ensure the safe and efficient operation of the pipes and drains and recover from the Grantee the cost of carrying out the work, and if necessary, recover the amount due by legal proceedings (including legal costs and fees) and entry of a covenant charge on the land under s 88F of the Conveyancing Act. In carrying out any work under this clause, the Council shall take reasonable precautions to ensure that the land is disturbed as little as possible.

Name of person empowered to release, vary or modify restriction or positive covenant numbered six (6) in the plan: -

Rockdale City Council

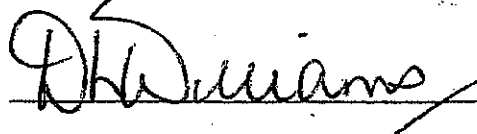
Executed on behalf of Percheron Holdings Pty Limited in accordance with s127 Corporations Act in the presence of:



Secretary/Director

H. G. Solomon

Print name

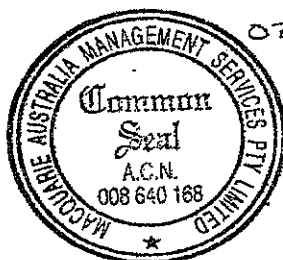
Director

David L. Williams

Print name

Signed on behalf of Rockdale City Council by its authorised representative

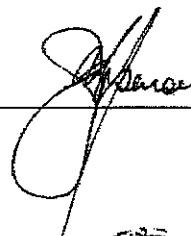
THE COMMON SEAL OF MACQUARIE AUSTRALIA MANAGEMENT SERVICES PTY LIMITED WAS HEREUNTO AFFIXED IN ACCORDANCE WITH THE COMPANY'S CONSTITUTION:




07/04


Dennis Leong
SECRETARY


Graeme Wilson



SIGNED ON BEHALF
OF ADRIAN DEVELOPMENT
PTY LIMITED
A.C.N. 0914728971


DIRECTOR
DAVID S. S. S. 2005 Ltd



AA508001Q

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

STAMP DUTY

Office of State Revenue use only

NEW SOUTH WALES DUTY

13-02-2004

0001837026-009

SECTION 179-ORIGINAL

NO DUTY PAYABLE

(A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises

Certificate of Title 1/997852

PART being the premises shown on the plan hereto annexed marked "A" and thereon described as "Substation Premises No.10888 'Arncliffe Lusty' (Ground Level)" hereinafter called the "demised premises" together with right of way and easement referred to in clauses 1 and 2 of Annexure "B" hereto.

1/100,4374

(B) LODGED BY

Delivery
Box

953

Name, Address or DX and Telephone

M. LOZANDE SPROKNER
& ASSOCIATES

Reference: BP:RSC:04 0388

CODE

L

(C) LESSOR

PERCHERON HOLDINGS PTY LIMITED
ABN 90 082 729 520

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

(D)

Encumbrances (if applicable):

(E) LESSEE

ENERGYAUSTRALIA
ABN 67 505 337 385

(F)

TENANCY:

- (G) 1. TERM:** 50 years at a rental of 10c per annum if demanded
- 2. COMMENCING DATE:** 1 February 2004
- 3. TERMINATING DATE:** 31 January 2054
- 4. With an OPTION TO RENEW** for a period of N.A.
set out in clause N.A. of N.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 s 1 & 2 of Annexure "B"
- 7. Incorporates the provisions** set out in ANNEXURE "B" hereto.
- 8. Incorporates the provisions** set out in MEMORANDUM filed at Land and Property Information New South Wales as No. W578000
- 9. The RENT** is set out in N.A. No. N.A. of N.A.

All handwriting must be in block capitals.

Total Pages (office use only) _____

Page 1 of 1

LAND AND PROPERTY INFORMATION NSW

DATE

(H)

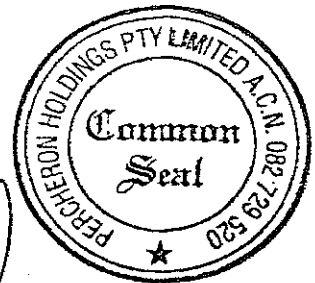
Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation: PERCHERON HOLDINGS PTY LIMITED

Authority: section 127 of the Corporations Act 2001

Signature of authorised person: *David L. Williams*
 Name of authorised person: *David L. Williams*
 Office held: *Director*

Signature of authorised person: *H. C. Solomon*
 Name of authorised person: *H. C. Solomon*
 Office held: *SECRETARY*



I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness: *Alan Elmer*
 Name of witness: *Alan Elmer*
 Address of witness: 570 GEORGE STREET
 SYDNEY NSW 2000

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of attorney: *Grant Kenneth Creane Smith*
 Attorney's name: *Grant Kenneth Creane Smith*
 Signing on behalf of: *ENERGY AUSTRALIA*
 Power of attorney-Book: 4368
 No.: 61

(I) STATUTORY DECLARATION

I, _____
 solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended;
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—

Signature of witness: _____ Signature of lessor: _____

Name of witness: _____

Address of witness: _____

Qualification of witness: _____

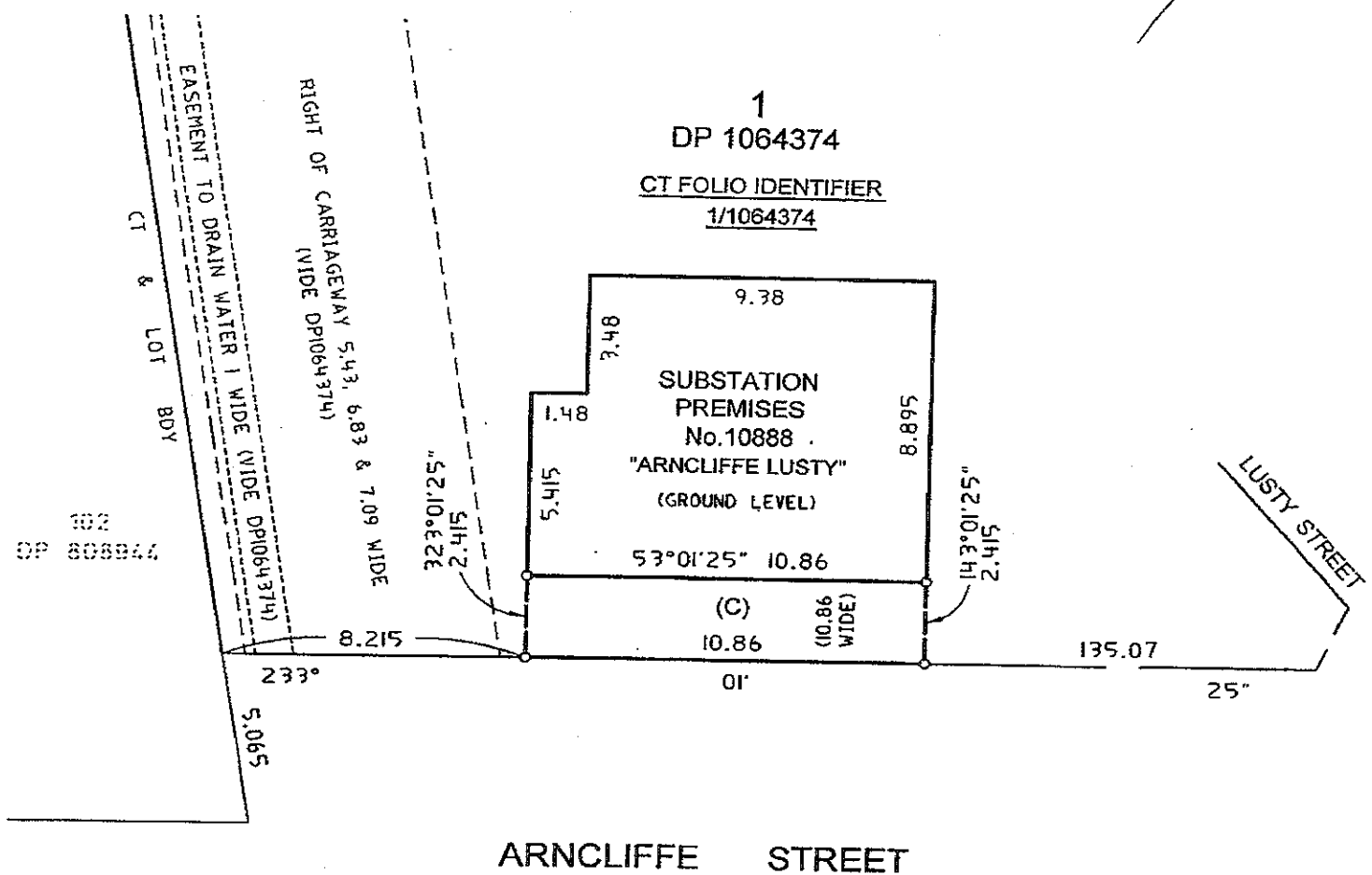
L.G.A. : ROCKDALE
LOCALITY: ARNCLIFFE

PLAN

SHOWING SUBSTATION PREMISE No.10888
RIGHT OF WAY AND EASEMENT FOR ELECTRICITY PURPOSES
WITHIN C.T. FOLIO IDENTIFIER 1/1064374


PARISH OF ST GEORGE COUNTY OF CUMBERLAND

REDUCTION RATIO 1:200



(C) RIGHT OF WAY AND EASEMENT
FOR ELECTRICITY PURPOSES
10.86 WIDE

05-02-2004


R. J. DUNSTAN
REG'D SURVEYOR

SIGNATURES AND SEALS OF PARTIES

THIS IS THE PLAN MARKED REFERRED TO IN
THIS IS THE PLAN MARKED 'A' AND REFERRED TO IN THE LEASE BETWEEN PERCHERON HOLDINGS
PTY LIMITED AS LESSOR AND ENERGY AUSTRALIA AS LESSEE ✓

SIGNED FOR & ON BEHALF OF
THE LESSOR

SIGNED FOR & ON BEHALF OF
THE LESSEE

DD means

[Handwritten signature]

Office of the Registrar-General / SFO:IM101ACK / REL:IM101ACKS:10661 Sharma

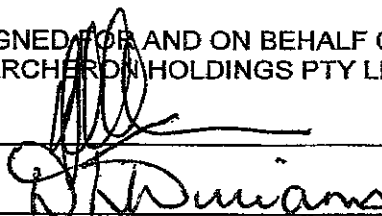
ANNEXURE "B" TO MEMORANDUM OF LEASE
MADE THE DAY OF 2004
BETWEEN PERCHERON HOLDINGS PTY LIMITED AS LESSOR
and ENERGIAUSTRALIA AS LESSEE

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

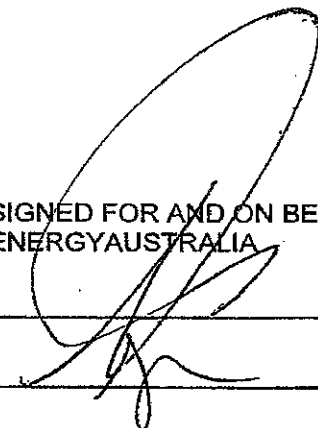
1. The Lessee shall have full right and liberty for its officers servants workmen agents and contractors with or without tools materials plant and other apparatus and vehicles to pass and repass at all times of the day or night during the term hereby created over the land marked "RIGHT OF WAY AND EASEMENT FOR ELECTRICITY PURPOSES 10.86 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.
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 "RIGHT OF WAY AND EASEMENT FOR ELECTRICITY PURPOSES 10.86 WIDE" 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.
3. Clause 5 of Memorandum W578000 is deleted and replaced by the following words:-

"The Lessee shall have the right to use the substation installation and easement for the purpose of supplying other customers of the Lessee. In approving the connection of other electrical loads to the substation the Lessee will give priority to electrical loads which are located within the premises. If required by the Lessor, the Lessee will exclusively supply the Lessor from the substation installation upon the Lessor paying the Lessee's costs (which shall be determined in the Lessee's absolute discretion) for making alternate supply arrangements for any other customers of the Lessee supplied by the substation installation."

SIGNED FOR AND ON BEHALF OF
PERCHERON HOLDINGS PTY LIMITED



SIGNED FOR AND ON BEHALF OF
ENERGIAUSTRALIA



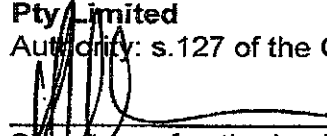
CONSENT TO LEASE

Arncliffe Development Pty Limited as mortgagee under mortgage no. 7187619 hereby consents to the within Lease.

Dated this 8th day of March 2004

Corporation: **Arncliffe Development Pty Limited**

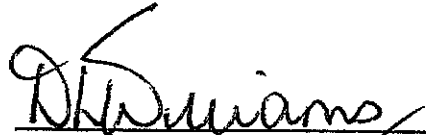
Authority: s.127 of the Corporations Law


Signature of authorised person:

H. G. Solomon
Name of authorised person:

Director/Secretary

Office held:


Signature of authorised person:

David L. Williams
Name of authorised person:

Director

Office held:

CONSENT TO LEASE

Macquarie Australia Management Services Pty Limited as mortgagee under mortgage no. 9068266 hereby consents to the within Lease.

Dated this day of 2004

Corporation: ~~Macquarie Australia-~~
~~Management Services Pty Limited~~
Authority: s 127 of the Corporations Law

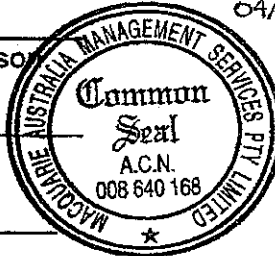
THE COMMON SEAL OF MACQUARIE AUSTRALIA
MANAGEMENT SERVICES PTY LIMITED
WAS HEREUNTO AFFIXED IN ACCORDANCE
WITH THE COMPANY'S CONSTITUTION:

Signature of authorised person:

Grant Munro

Name of authorised person:

Director/Secretary
Office held:



04/04

Signature of authorised person:

Graeme Wilson

Name of authorised person:

Director
Office held:

LEASE
New South Wales
Real Property Act 19

AA508001Q

Office of State Revenue use only

Property leased: if appropriate, specify the part or premises

PART being the premises shown on the plan hereto annexed marked "A" and thereon described as "Substation Premises No.10888 'Arncliffe Lusty' (Ground Level)" hereinafter called the "demised premises" together with right of way and easement referred to in clauses 1 and 2 of Annexure "B" hereto.

Name, Address or DX and Telephone

W. LORRANCE SPORNER
& ASSOCIATES

L

PERCHERON HOLDINGS PTY LIMITED
ABN 90 082 729 520

Encumbrances (if applicable):

ENERGYAUSTRALIA
ABN 67 505 337 385

TENANCY:

9. The **RENT** is set out in N.A. No. N.A of N.A

LAND AND PROPERTY INFORMATION NSW

DATE

(H)

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

Corporation: PERCHERON HOLDINGS PTY LIMITED

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:

Office held:

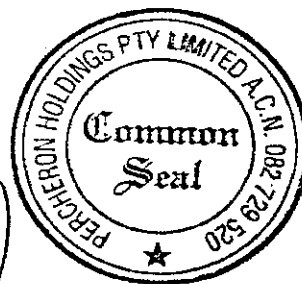
D. Williams
David L. Williams
Director

Signature of authorised person:

Name of authorised person:

Office held:

H. G. Solomon
H. G. Solomon
SECRETARY



I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Signature of witness:

Name of witness:

Address of witness:

Alan Elmer
570 GEORGE STREET
SYDNEY NSW 2000

Certified correct for the purposes of the Real Property Act 1900 by the person(s) named below who signed this instrument pursuant to the power of attorney specified.

Signature of attorney:

Attorney's name:

Signing on behalf of:

Power of attorney-Book:

No.:

Grant Kenneth Creane Smith
ENERGYAUSTRALIA
4368
61

(I) STATUTORY DECLARATION

I, _____
solemnly and sincerely declare that—

1. The time for the exercise of option to _____ in expired lease No. _____ has ended;
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—

Signature of witness:

Signature of lessor:

Name of witness:

Address of witness:

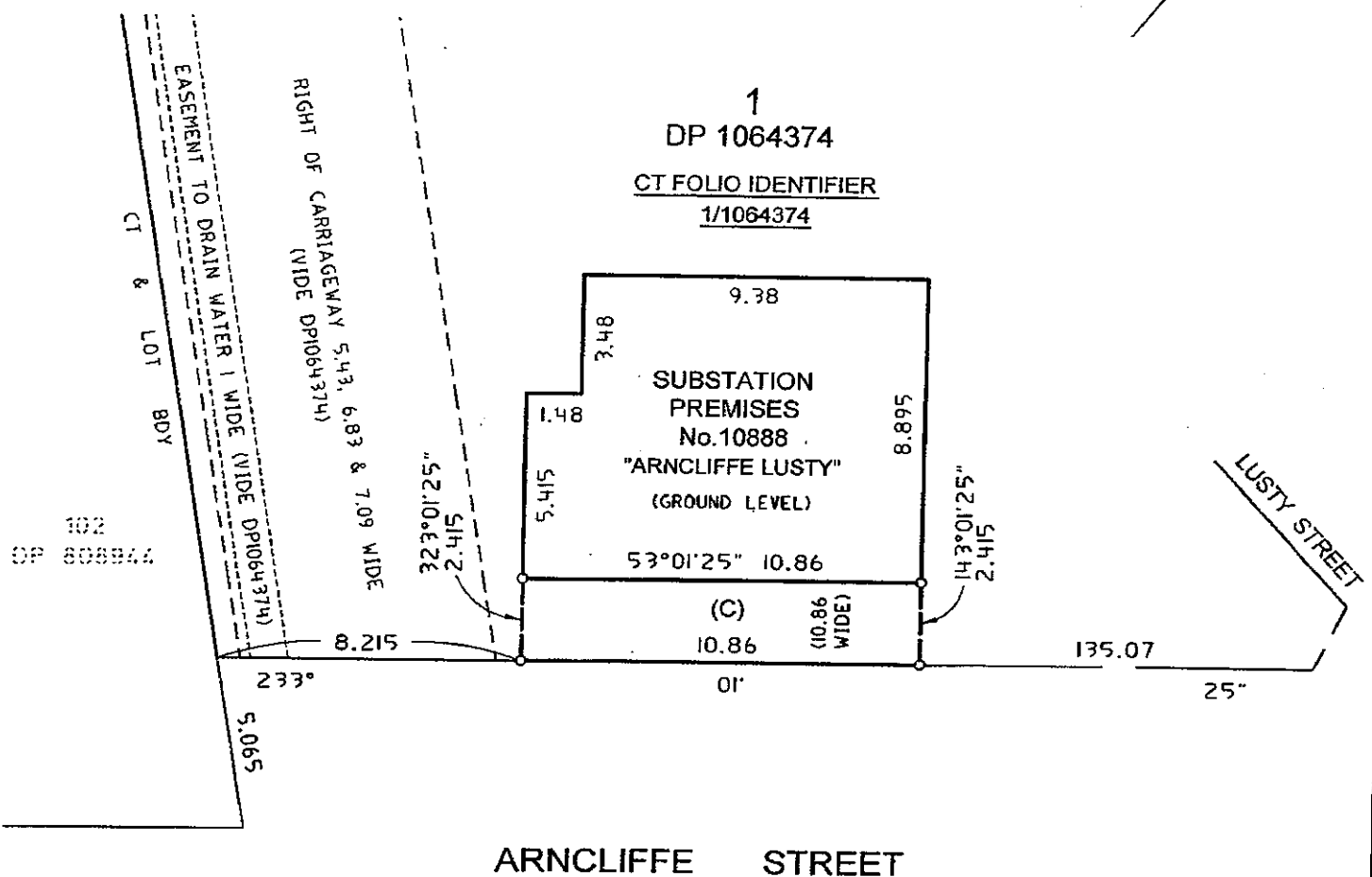
Qualification of witness:

PLAN

SHOWING SUBSTATION PREMISE No.10888
RIGHT OF WAY AND EASEMENT FOR ELECTRICITY PURPOSES
WITHIN C.T. FOLIO IDENTIFIER 1/1064374

PARISH OF ST GEORGE COUNTY OF CUMBERLAND

REDUCTION RATIO 1:200



ARNCLIFFE STREET

(C) RIGHT OF WAY AND EASEMENT
FOR ELECTRICITY PURPOSES
10.86 WIDE

R. J. DUNSTAN
REG'D SURVEYOR

05-02-2004

SIGNATURES AND SEALS OF PARTIES

THIS IS THE PLAN MARKED REFERRED TO IN
THIS IS THE PLAN MARKED 'A' AND REFERRED TO IN THE LEASE BETWEEN PERCHERON HOLDINGS
PTY LIMITED AS LESSOR AND ENERGIAUSTRALIA AS LESSEE

SIGNED FOR & ON BEHALF OF
THE LESSOR

SIGNED FOR & ON BEHALF OF
THE LESSEE

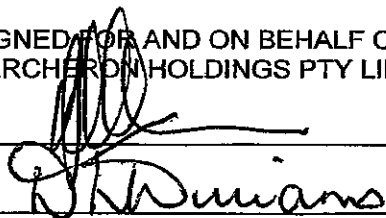
ANNEXURE "B" TO MEMORANDUM OF LEASE
MADE THE DAY OF 2004
BETWEEN PERCHERON HOLDINGS PTY LIMITED AS LESSOR
and ENERGIAUSTRALIA AS LESSEE

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

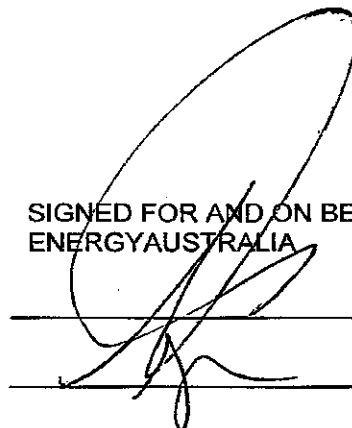
1. The Lessee shall have full right and liberty for its officers servants workmen agents and contractors with or without tools materials plant and other apparatus and vehicles to pass and repass at all times of the day or night during the term hereby created over the land marked "RIGHT OF WAY AND EASEMENT FOR ELECTRICITY PURPOSES 10.86 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.
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 "RIGHT OF WAY AND EASEMENT FOR ELECTRICITY PURPOSES 10.86 WIDE" 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.
3. Clause 5 of Memorandum W578000 is deleted and replaced by the following words:-

"The Lessee shall have the right to use the substation installation and easement for the purpose of supplying other customers of the Lessee. In approving the connection of other electrical loads to the substation the Lessee will give priority to electrical loads which are located within the premises. If required by the Lessor, the Lessee will exclusively supply the Lessor from the substation installation upon the Lessor paying the Lessee's costs (which shall be determined in the Lessee's absolute discretion) for making alternate supply arrangements for any other customers of the Lessee supplied by the substation installation."

SIGNED FOR AND ON BEHALF OF
PERCHERON HOLDINGS PTY LIMITED



SIGNED FOR AND ON BEHALF OF
ENERGIAUSTRALIA



CONSENT TO LEASE

Arncliffe Development Pty Limited as mortgagee under mortgage no. 7187619 hereby consents to the within Lease.

Dated this 8th day of March 2004

Corporation: **Arncliffe Development
Pty Limited**
Authority: s.127 of the Corporations Law



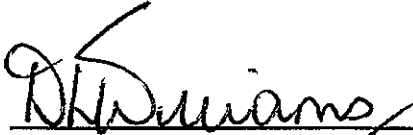
Signature of authorised person:

H. G. Solomon

Name of authorised person:

Director/Secretary

Office held:



Signature of authorised person:

David L. Williams

Name of authorised person:

Director

Office held:

CONSENT TO LEASE

Macquarie Australia Management Services Pty Limited as mortgagee under mortgage no. 9068266 hereby consents to the within Lease.

Dated this day of 2004

Corporation: ~~Macquarie Australia Management Services Pty Limited~~
Authority: s 127 of the Corporations Law

THE COMMON SEAL OF MACQUARIE AUSTRALIA
MANAGEMENT SERVICES PTY LIMITED
WAS HEREUNTO AFFIXED IN ACCORDANCE
WITH THE COMPANY'S CONSTITUTION:

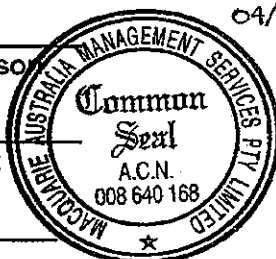
Signature of authorised person:

Grant Munro

Name of authorised person:

Director/Secretary

Office held:



04/04

Signature of authorised person:

Graeme Wilson

Name of authorised person:

Director

Office held:

CHANGE OF NAME

New South Wales
Real Property Act 1900

AJ106995E

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RPA) 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 RPA requires that the Register is made available to any person for search upon payment of a fee, if any. *Extra fee paid (62x1) = 663*

(A) TORRENS TITLE

(B) REGISTERED DEALING

(C) LODGED BY

Number Leases <i>(SEE ANNEXURE)</i>		Torrens Title <i>(SEE ANNEXURE)</i>	
Document Collection Box <i>1w</i>	Name, Address or DX, Telephone, and Customer Account Number if any AUSGRID <i>(AUSGRID WARTERS)</i> DX 9863 ALEXANDRIA Reference: <i>(AUSGRID WARTERS)</i>	CODE CN	

(D) REGISTERED PROPRIETOR

Whose name is to be changed; show the name as it currently appears on the Torrens Title
ENERGYAUSTRALIA

(E) NEW NAME

Of the above registered proprietor in full
AUSGRID

(F) The registered proprietor of the above registered dealing applies to have my new name recorded in the Register in respect of that registered dealing and hereby consents to the Registrar General contacting the relevant issuing authorities to validate any supporting evidence lodged with this application.

(G) STATUTORY DECLARATION BY THE APPLICANT*

I, BRIAN WARTERS

solemnly and sincerely declare that—

1. I am AUTHORISED SIGNATORY ON BEHALF OF AUSGRID

2. on at in the SELECT >>> >>> >>> >>> >>>
I married

3. *As per the Energy Services Corporations (Change of Name) Regulation 2 EnergyAustralia has changed name to Ausgrid. (see attached).*

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900, and I certify this application to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at SYDNEY in the State of New South Wales on 17 JULY 2014
in the presence of LINDS WALTERS of 570 GORGE ST, SYDNEY, NSW
☒ Justice of the Peace (J.P. Number: 192414) ☐ 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~~ *[Omit ID No.1]*

Signature of witness: Linds Walters

Signature of applicant: BWaters

* 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.

(H) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.

The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under

eNOS ID No.

Full name:

Signature:

(NONOS) NO CT'S

2011 No 105

Clause 1

Energy Services Corporations Amendment (Change of Name) Regulation
2011

**Energy Services Corporations Amendment (Change of
Name) Regulation 2011**

under the

Energy Services Corporations Act 1995

1 Name of Regulation

This Regulation is the *Energy Services Corporations Amendment
(Change of Name) Regulation 2011*.

2 Commencement

This Regulation commences on the day on which it is published on the
NSW legislation website.

3 Amendment of Energy Services Corporations Act 1995 No 95

(1) Schedule 1 Energy services corporations

Omit "Country Energy" from Part 2 of the Schedule.

Insert instead "Essential Energy".

(2) Schedule 1, Part 2

Omit "EnergyAustralia". Insert instead "Ausgrid".

(3) Schedule 1, Part 2

Omit "Integral Energy Australia". Insert instead "Endeavour Energy".

Title reference	Dealing number
CP/SP61162	6966760
CP/SP61164	7918871
CP/SP61322	7529839
CP/SP61424	AA178945
CP/SP61436	5252813
CP/SP61485	6380090
CP/SP61527	AA501483
CP/SP61643	6520082
CP/SP61667	7792258
CP/SP61871	5984355
CP/SP62158	AA777538
CP/SP62325	7608193
CP/SP62475	AA384285
CP/SP62559	6759033
CP/SP62660	6807530
CP/SP62661	6807531
CP/SP62775	6837506
CP/SP63094	6841509
CP/SP63309	7319997
CP/SP63341	9182334

Title reference	Dealing number
CP/SP63503	8325008
CP/SP63607	6569763
CP/SP63664	7032118
CP/SP63717	7076013
CP/SP63767	7044720
CP/SP63903	9393452
CP/SP64038	AA178957
CP/SP64146	8971890
CP/SP64228	7159245
CP/SP64256	8899317
CP/SP64272	6985926
CP/SP64462	AC165186
CP/SP64626	7423399
CP/SP64730	AB865043
CP/SP64807	AC695283
CP/SP64932	7871109
CP/SP64946	8309916
CP/SP64972	AD259726
CP/SP65086	8364890
CP/SP65111	AA325493

Title reference	Dealing number
CP/SP65391	5162070
CP/SP65530	AA254288
CP/SP65647	7712574
CP/SP65702	7667135
CP/SP65708	6001448
CP/SP65717	7067545
CP/SP65901	7717966
CP/SP65907	7654029
CP/SP66106	7811521
CP/SP66181	7867853
CP/SP66300	7467814
CP/SP66459	8364891
CP/SP66638	7959330
CP/SP66694	AB934703
CP/SP66870	8713990
CP/SP67205	AC574226
CP/SP67235	AA451985
CP/SP67246	AB725721
CP/SP67258	9418819
CP/SP67304	8273372

Title reference	Dealing number
CP/SP67386	8413224
CP/SP67559	7795859
CP/SP67565	9480449
CP/SP67607	8610536
CP/SP67608	8610536
CP/SP67665	8394110
CP/SP67782	8562760
CP/SP67907	8579644
CP/SP67995	9141314
CP/SP68110	9832889
CP/SP68694	8610165
CP/SP68695	8610165
CP/SP68755	9063167
CP/SP68972	8996921
CP/SP68978	8940261
CP/SP6898	6351064
CP/SP69052	9160252
CP/SP69103	9357222
CP/SP69132	9159156
CP/SP69140	8964460

Title reference	Dealing number
CP/SP69204	8553575
CP/SP69315	AA780148
CP/SP69352	9061619
CP/SP69371	9150877
CP/SP69440	8413224
CP/SP69543	9953470
CP/SP69567	9209659
CP/SP69581	AB464371
CP/SP69746	8965840
CP/SP69758	9072985
CP/SP69936	AA288301
CP/SP70012	9472603
CP/SP70145	AB396892
CP/SP70150	9417262
CP/SP70158	AA235363
CP/SP70298	AA19015
CP/SP70446	AC353820
CP/SP70456	AA235246
CP/SP70488	9448414
CP/SP70530	8407407

Title reference	Dealing number
CP/SP70871	AB636995
CP/SP70974	9080301
CP/SP71103	AB74508
CP/SP71140	AA37543
CP/SP71198	AA714331
CP/SP71215	AD107826
CP/SP71247	AB390777
CP/SP71281	9888707
CP/SP71871	AB888230
CP/SP71897	AA987496
CP/SP71951	2701014
CP/SP71980	9722706
CP/SP72314	AB858717
CP/SP72442	AA508001
CP/SP72540	AA200219
CP/SP72557	AB324200
CP/SP72886	AB701725
CP/SP72924	AC707500
CP/SP72955	AF889804
CP/SP72964	AA709205

Title reference	Dealing number
CP/SP73082	AB242445
CP/SP73205	8904524
CP/SP73236	AB388480
CP/SP73318	AB55397
CP/SP73502	AA959304
CP/SP73528	AB401402
CP/SP73608	AC291878
CP/SP73802	AA692070
CP/SP73850	AC566459
CP/SP73943	AD862278
CP/SP73990	9306542
CP/SP73991	9306542
CP/SP74191	AB824633
CP/SP74248	2169251
CP/SP7448	9701629
CP/SP7474	AA989897
CP/SP74758	AE862118
CP/SP75028	AB502226
CP/SP75071	AF264107
CP/SP75760	AB794969

Title reference	Dealing number
CP/SP75809	AB883112
CP/SP76483	I119944
CP/SP76683	AC112086
CP/SP76902	8122383
CP/SP76963	AC43101
CP/SP77286	AC440191
CP/SP77684	AC623931
CP/SP77796	AE349103
CP/SP77938	AC633660
CP/SP77975	AD254856
CP/SP77992	AB430496
CP/SP78129	AC746571
CP/SP78518	6248507
CP/SP78566	AC754621
CP/SP78843	9306542
CP/SP78875	6221328
CP/SP79678	AD344481
CP/SP80022	AF892778
CP/SP80345	AD866511
CP/SP80522	AD511455

DELETE

I am authorised to
make the alteration -
SHE E

BRIAN WARTENS - ASERID

Page 9 of 11
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Title reference	Dealing number
CP/SP8093	AA706071
CP/SP81128	AE443377
CP/SP81412	AE236181
CP/SP81899	AE634486
CP/SP82279	AE596221
CP/SP82487	AE553825
CP/SP82837	AF41550
CP/SP82954	AF175349
CP/SP83116	AF103591
CP/SP83285	AB695506
CP/SP83833	7936341
CP/SP83861	AF524775
CP/SP84416	7850694
CP/SP84574	AF858620
CP/SP84632	AF75450
CP/SP84812	AF935752
CP/SP85105	AG94996
CP/SP86011	AB279908
CP/SP88677	AE554875
CP/SP88677	AE554876

DELETE

DELETE

Title reference	Dealing number
CP/SP88678	AE554874
CP/SP89873	AA29372
CP/SP9392	6103500
CP/SP9414	AG56747
D/373329	5043142
F/27893	AB540954
G/419941	AC894693
X/420706	AC455958

I am authorised to
make the alterations.

Brian Warters - AUSERID

LEASE

New South Wales
Real Property Act 1900

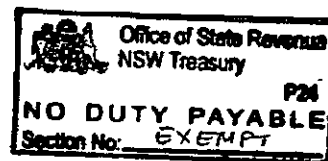


AK971351X

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	Name, Address or DX, Telephone, and Customer Account Number if any Herbert Smith Freehills, DX 361 Sydney (02) 9225 5000 LLPN: 124217E	CODE
27C	Reference: 82586412	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

87 x LR
JB VA AD

Lease Annexure A Distribution Network Lease

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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

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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

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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:

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- (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).

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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.

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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_{t-1} is the amount of the relevant amount for the Year (Y_{t-1}) that precedes the relevant Year (Y_t);

CPI_t is the CPI for the Quarter ending 30 September of the relevant Year; and

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CPI_{t-1} 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 on 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:

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- (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.

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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

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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;

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- (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;

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- (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.

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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.

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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).

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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.

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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:

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- (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.

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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.

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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

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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:

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- (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;

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- (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:

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- (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:

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- (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;

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- (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

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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,

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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.

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- (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).

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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);

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- (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

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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.

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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).

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- (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

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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:

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- (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).

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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

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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

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- (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

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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

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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

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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

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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,

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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,

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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

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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):

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- (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;

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- (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

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- (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.

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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.

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- (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

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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

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- (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

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- (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

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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:

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- (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

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- (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.

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- (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

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- (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,

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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

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- 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

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- (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.

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- (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).

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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:

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- (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

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- (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*

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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.

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

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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:

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- (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).

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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,

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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

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- (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

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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:

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- (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 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).

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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;

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- (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

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- (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:

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- (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.

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- (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.

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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,

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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.

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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 Attention: IFM Investors Company Secretary/Chief Commercial
Partnership and Jason Peasley, Head of Infrastructure AustralianSuper
Representative):

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

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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

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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.

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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

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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

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- (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.

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- (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;

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- (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

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- (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).

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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.

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Schedule 1**Reference Schedule**

Item	Term	Definition
1	Lessor	Ausgrid (ABN 67 505 337 385)
2	Lessee	<p>Ausgrid Asset Partnership (ABN 48 622 605 040), a partnership carried on under that name by:</p> <p>(a) Blue Asset Pty Ltd (ACN 615 217 493) of Level 33, 50 Lonsdale Street, Melbourne VIC 3000 as trustee for Blue Asset Partner Trust;</p> <p>(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;</p> <p>(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;</p> <p>(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; and</p> <p>(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.</p>
3	Leased Land	The whole of the land in described in Schedule 2
4	Term	99 years.
5	Option to renew	See clause 17
6	Commencement Date	1 December 2016
7	Expiry Date	30 November 2115
8	Premium	\$15,296,542,125
9	Rent	CPI Adjusted Amount of \$550,000 per Year

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Schedule 2

Leased Land

See attached.

Schedule 3

Old System Leases

See attached.

Schedule 4

Unregistered Leases

See attached.

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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

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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	Ice-ton Street 12 BURWOOD
1		601289	Network Substation	486	King Street 25 - 27a ENFIELD
A		392543	Network Substation	488	Lees Avenue & Georges River Road CROYDON PARK
1		561455	Network Substation	489	Liverpool Road 26 ENFIELD
2		536532	Network Substation	490	Neich Parade 21 BURWOOD
1		449839	Network Substation	492	Princes Street & Cheltenham Road BURWOOD
1		324188	Network Substation	493	Russell Street 36 & The Boulevarde 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

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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

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		380350	Network Substation	759	Yaralla Street 4a CONCORD WEST
1		112384	Network Substation	760	Wellbank Street 2a NORTH STRATHFIELD
1		553337	Network Substation	761	Arthur Street FIVE DOCK
Y		411932	Network Substation	762	Barnstaple Road 63 & Ingham Avenue FIVE DOCK
42		242652	Network Substation	763	Bayview Road Nr Noongah Place CANADA BAY
1		526290	Network Substation	764	Bibby Street CHISWICK
1		599397	Network Substation	765	Bickleigh Street & Bickleigh Lane ABBOTSFORD
1		551175	Network Substation	766	Bortfield Drive & Blackwall Point Road CHISWICK
1		594696	Network Substation	767	Barnstaple Road 66e FIVE DOCK
1		552333	Network Substation	770	Bortfield Drive CHISWICK
1		535728	Network Substation	771	Bortfield Drive CHISWICK
1		183679	Network Substation	772	Brent Street RUSSELL LEA
1		559001	Network Substation	774	Charles Street 26e FIVE DOCK
1		557293	Network Substation	775	College Street 51 - 53 DRUMMOYNE
1		557930	Network Substation	776	Collingwood Street 27 - 31 DRUMMOYNE
A		373732	Network Substation	779	East Street 2a & Wrights Point FIVE DOCK
1		183192	Network Substation	780	Edwin Street & Ferry Lane DRUMMOYNE
X		409099	Network Substation	789	Great North Road 376a ABBOTSFORD
1		559965	Network Substation	792	Hampden Road 166 ABBOTSFORD
1		620133	Network Substation	793	Henry Street FIVE DOCK
11		558188	Network Substation	794	Kings Road 60e FIVE DOCK

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		574318	Network Substation	796	Lyons Road 437 - 441 FIVE DOCK
70		668981	Network Substation	797	Lyons Road 60 & Bayswater Street DRUMMOYNE
B		408976	Network Substation	798	Margaret Street FIVE DOCK
1		558056	Network Substation	799	Montrose Road 2 - 4 ABBOTSFORD
B		345089	Network Substation	800	Myler Street FIVE DOCK
1		183466	Network Substation	804	Pine Avenue 53 Nr Waremba Road FIVE DOCK
A		374687	Network Substation	805	Polding Street & Gipps Street DRUMMOYNE
1		1119946	Network Substation	808	Ramsay Road 2e FIVE DOCK
1		590874	Network Substation	809	Regatta Road FIVE DOCK
1		599141	Network Substation	810	Rokeby Road 9 - 11 ABBOTSFORD
1		557440	Network Substation	811	Sibbick Street 42 - 44 RUSSELL LEA
1		504478	Network Substation	812	Spring Street ABBOTSFORD
2		585916	Network Substation	813	St Albans Street ABBOTSFORD
1		583655	Network Substation	814	St Georges Crescent DRUMMOYNE
1		235446	Network Substation	816	St Georges Crescent DRUMMOYNE
1		560430	Network Substation	819	Victoria Place 334 - 336 DRUMMOYNE
1		549779	Network Substation	821	Victoria Place DRUMMOYNE
1		540049	Network Substation	822	Victoria Place 347e DRUMMOYNE
10		581811	Zone Substation	823	Waremba Street & Hampden Road ABBOTSFORD

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
C		332646	Network Substation	824	Spencer Street Nr William Street FIVE DOCK
1		364077	Network Substation	825	Wolseley Street 15e Nr Wrights Rd DRUMMOYNE
1		570291	Network Substation	826	Wright's Road 59e DRUMMOYNE
1		597615	Network Substation	828	Lyons Road (Friend Avenue) FIVE DOCK
1		403866	Network Substation	829	York Avenue 15 FIVE DOCK
1		706656	Network Substation	853	Bundara Avenue TERRIGAL
1		629609	Network Substation	869	Dane Drive 11 GOSFORD
1		561752	Network Substation	901	Carr Street 11s COOGEE
872		619613	Zone Substation	908	Gindurra Road 22 SOMERSBY
Auto Consol		5786-88	Zone Substation	1008	Ocean Beach Road 42 WOY WOY
Auto Consol		5802-128	Zone Substation	1008	Ocean Beach Road 42 WOY WOY
31	1	7923	Zone Substation	1008	Ocean Beach Road 42 WOY WOY
Auto Consol		5865-238	Zone Substation	1008	Ocean Beach Road 42 WOY WOY
34	1	7923	Zone Substation	1008	Ocean Beach Road 42 WOY WOY
11		863180	Zone Substation	1011	Osborne Avenue 99 & Australia Avenue UMINA BEACH
1		507532	Zone Substation	1063	Picketts Valley Road 60 PICKETTS VALLEY
81		584385	Zone Substation	1082	Chamberlain Road LISAROW
108		2739	Zone Substation	1088	The Entrance Road 129 ERINA
194		1976	Zone Substation	1101	Willoughby Road 125 TERRIGAL
195		659566	Vacant Land	1101	Willoughby Road 125 TERRIGAL

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		597411	Network Substation	1122	Albert Street 57 - 71 HORNSBY
10		136128	Zone Substation	1129	Geneva Street 11 Cnr Greenview Pde & BEROWRA
25		241286	Zone Substation	1129	Geneva Street 11 Cnr Greenview Pde & BEROWRA
1		550397	Zone Substation	1129	Geneva Street 11 Cnr Greenview Pde & BEROWRA
1		579017	Network Substation	1130	Ashley Street 20a HORNSBY
1		593492	Network Substation	1131	Ball Avenue 2b EASTWOOD
11		605746	Network Substation	1154	Mundowi Road 3a & Beaumont Road MOUNT KURING-GAI
1		591175	Network Substation	1170	Berowra Waters Road Lot 1 BEROWRA
1		611379	Network Substation	1181	Beryl Avenue 1a MOUNT COLAH
6		22112	Zone Substation	1188	Bridge Road 51 - 57 & Denison Street HORNSBY
7		22112	Zone Substation	1188	Bridge Road 51 - 57 & Denison Street HORNSBY
1		1082720	Parking	1190	Bridge Road 50 - 56 & Water Street HORNSBY
2		1082720	Parking	1190	Bridge Road 50 - 56 & Water Street HORNSBY
1		565405	Network Substation	1196	Burdett Street 44 A Nr Sherbrook Road HORNSBY
1		559395	Network Substation	1197	Burdett Street 22a - 24 HORNSBY
X		417281	Network Substation	1210	Crusader Road 3b & Galston Road & GALSTON
11		596973	Network Substation	1221	Clovelly Road 27b HORNSBY

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		588671	Network Substation	1238	Doomben Avenue 7a EASTWOOD
1		586502	Network Substation	1249	Dural Street 5 - 9 HORNSBY
13		598318	Network Substation	1252	Edensor Street 14a EPPING
1		564793	Network Substation	1253	Edgeworth David Avenue 23 A WAITARA
1		596726	Network Substation	1259	Epping Road 7a EPPING
1		590705	Network Substation	1260	Essex Street 4a EPPING
1		570372	Vacant Land	1272	Frederick Street 5a HORNSBY
1		575900	Network Substation	1278	Galston Road 360 DURAL
1		560692	Network Substation	1306	Hunter Street 38 - 42 HORNSBY
1		570325	Vacant Land	1307	Hunter Street 46a - 48 HORNSBY
1		571414	Network Substation	1308	Hunter Street 64 - 66 HORNSBY
1		565014	Network Substation	1309	Hunter Street 84a HORNSBY
3		568564	Vacant Land	1310	Hunter Street 90a HORNSBY
1		575207	Vacant Land	1311	Hunter Street 95a HORNSBY
1		564120	Network Substation	1312	Hunter Street 103a HORNSBY
21		575489	Vacant Land	1313	Hunter Street 109a HORNSBY
1		605003	Network Substation	1318	Pacific Highway 138a & James Street HORNSBY
A		379519	Zone Substation	1330	Loftus Road 17 & Victoria Road PENNANT HILLS
1		579738	Network Substation	1349	Muriel Street 2b HORNSBY
1		570822	Network Substation	1350	Muriel Street 35a HORNSBY
16		598036	Vacant Land	1351	Muriel Street 21a HORNSBY

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		605749	Network Substation	1356	New Farm Road 52b PENNANT HILLS
1		592618	Network Substation	1386	Pacific Highway 27 - 29 WAHROONGA
1		594731	Network Substation	1387	Pacific Highway 60a WAITARA
21		816875	Network Substation	1388	Ashley Lane 2c HORNSBY
1		576274	Network Substation	1393	Palmerston Road 51a HORNSBY
1		567945	Network Substation	1394	Park Avenue 7 - 9 WAITARA
21		575477	Network Substation	1397	Pattison Avenue 3 - 7 WAITARA
1		573866	Vacant Land	1399	Union Street 16a WEST RYDE
1		583654	Network Substation	1401	Aaron Place 1a & Pennant Hills Road WAHROONGA
1		535727	Network Substation	1402	Pennant Hills Road 70a NORMANHURST
1		560218	Network Substation	1409	Ray Road 17 - 19a EPPING
211		598618	Network Substation	1420	Salisbury Road 29 - 37 ASQUITH
6		561689	Network Substation	1426	Sherbrook Road 7a HORNSBY
1		562185	Network Substation	1427	Florence Street 79a & Sherbrook Road HORNSBY
1		571347	Network Substation	1447	William Street 25 - 29 HORNSBY
A		334636	Network Substation	1457	Church Street Opp. Herberton Avenue HUNTERS HILL
1		190337	Network Substation	1458	Cowell Street 2a GLADESVILLE
A		415685	Network Substation	1460	Foss Street 5 & Alexandra Street HUNTERS HILL
1		85924	Network Substation	1461	Gale Street WOOLWICH

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		103794	Network Substation	1463	Isler Street GLADESVILLE
1		222640	Network Substation	1464	Joubert Street HUNTERS HILL
2		567284	Network Substation	1465	Junction Street GLADESVILLE
1		380301	Network Substation	1466	Note Street HUNTERS HILL
3		535074	Network Substation	1468	Short Street 6 HUNTERS HILL
1		599095	Network Substation	1472	Woolwich Road HUNTERS HILL
6		702963	Network Substation	1477	Allwood Crescent 68h LUGARNO
34		15552	Network Easement	1480	Anderson Road 71 MORTDALE
4		627376	Network Substation	1481	Austin Avenue NARWEE
1		431830	Network Substation	1487	Bridge Street 1a PENSHURST
X		417978	Network Substation	1488	Commercial Road 36 KINGSGROVE
B		154171	Network Substation	1489	Cook Street 31 MORTDALE
2		831932	Sub-transmission Easement	1496	Depot Road 20 PEAKHURST
50		8435	Zone Substation	1497	Donald Street 71 HURSTVILLE
42		9020	Zone Substation	1505	Gungah Bay Road 8 OATLEY
43		9020	Zone Substation	1505	Gungah Bay Road 8 OATLEY
41		9020	Vacant Land	1506	Gungah Bay Road 2 OATLEY
1		186179	Network Substation	1514	Lily Street 3 HURSTVILLE
67		206906	Network Substation	1521	Lorraine Street 156a PEAKHURST
3		577938	Network Substation	1524	Merriwa Street 17 - 23 GORDON
1		513371	Sub-transmission Easement	1527	Norman Street 38 PEAKHURST

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
41		630004	Network Substation	1537	Sunshine Parade PEAKHURST
2		369925	Zone Substation	1540	Talbot Street 38 RIVERWOOD
3		369925	Zone Substation	1540	Talbot Street 38 RIVERWOOD
Auto Consol		10536-194	Zone Substation	1547	Blakesley Road 20 HURSTVILLE
5		622396	Network Substation	1548	Coleborne Avenue MORTDALE
12		911188	Network Substation	1551	Gray Street 1a KOGARAH
1		507312	Network Substation	1563	Ormonde Parade 3 HURSTVILLE
2		507312	Network Substation	1563	Ormonde Parade 3 HURSTVILLE
A		406826	Network Substation	1573	Boundary Street 195 & Allard Avenue ROSEVILLE
1		370091	Network Substation	1574	Archbold Road 89a LINDFIELD
1		384810	Network Substation	1575	Arthur Street KILLARA
1		184042	Network Substation	1578	Beaconsfield Parade LINDFIELD
1		376719	Network Substation	1582	Boomerang Street TURRAMURRA
1		223894	Network Substation	1583	Boundary Road WAHROONGA
1		577297	Network Substation	1584	Boyd Street TURRAMURRA
20		23745	Network Substation	1585	Fiddens Wharf Road & Bradfield Road KILLARA
1		419591	Network Substation	1595	Katina Street 39 TURRAMURRA
1		449664	Network Substation	1596	Chelmsford Avenue & Trafalgar Avenue LINDFIELD
2		354472	Network Substation	1597	Pacific Highway 723 & Churchill Lane GORDON
1		585454	Network Substation	1600	Curtin Avenue & Forde Avenue WAHROONGA
X		381570	Network Substation	1605	Durham Avenue ST IVES

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
33		252197	Network Substation	1611	Florey Avenue PYMBLE
1		343476	Network Substation	1622	Karranga Avenue 390 KILLARA
1		1099834	Network Substation	1629	Pymble Avenue 44a & Livingstone Avenue PYMBLE
1		853035	Network Substation	1645	Babbage Road 40 & Malvern Street EAST ROSEVILLE
X		381425	Network Substation	1647	Marshall Avenue 3a & Fox Valley Road WARRAWEE
11		568968	Network Substation	1648	Mcintosh Street GORDON
1		566663	Network Substation	1653	Merriwa Street 7 - 11 GORDON
11		578002	Network Substation	1656	Mona Vale Road 245 Nr Stanley Street ST IVES
Auto Consol		11745-35	Zone Substation	1657	Mona Vale Road 206 & Memorial Avenue ST IVES
1		437968	Network Substation	1659	Moorina Road PYMBLE
1		370558	Network Substation	1665	Nelson Road LINDFIELD
1		585805	Network Substation	1666	Neringah Avenue South 13 WAHROONGA
11		594008	Network Substation	1667	Pacific Highway 1208 - 1220 PYMBLE
2		590495	Network Substation	1668	Pacific Highway 1316a - 1322 TURRAMURRA
4		567065	Network Substation	1669	Pacific Highway WAHROONGA
1		558509	Network Substation	1670	Pacific Highway 1286 - 1290 TURRAMURRA
4		565324	Network Substation	1671	Pacific Highway 568 KILLARA
Auto Consol		7329-16	Depot/zone Substation	1673	Pacific Highway 982 - 984 PYMBLE
Auto Consol		4677-223	Zone Substation	1675	Pacific Highway 402 LINDFIELD
3		667609	Zone Substation	1675	Pacific Highway 402 LINDFIELD

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
A		449824	Network Substation	1676	Pacific Highway 161a & Shirley Road ROSEVILLE
1		578733	Network Substation	1677	Pacific Highway 895a PYMBLE
1		788743	Vacant Land	1678	Pacific Highway 909b PYMBLE
1		181261	Zone Substation	1680	Pacific Highway 1243 & Turramurra St TURRAMURRA
1		203456	Zone Substation	1680	Pacific Highway 1243 & Turramurra St TURRAMURRA
B		396197	Zone Substation	1680	Pacific Highway 1243 & Turramurra St TURRAMURRA
1		505039	Zone Substation	1680	Pacific Highway 1243 & Turramurra St TURRAMURRA
B		371827	Network Substation	1685	Park Avenue 2a ROSEVILLE
25		585038	Network Substation	1687	Rohini Street 51a TURRAMURRA
1		379815	Network Substation	1689	Albion Street 71a ANNANDALE
1		366408	Network Substation	1690	Sydney Road EAST LINDFIELD
1		368765	Network Substation	1690	Sydney Road EAST LINDFIELD
1		543666	Network Substation	1691	Torokina Avenue ST IVES
1		347609	Network Substation	1693	Treatts Road LINDFIELD
2		590277	Network Substation	1696	Kamilaroy Road (Windsor Walk) WEST PYMBLE
1		382719	Network Substation	1697	Warwilla Avenue 2 & Coonanbarra Road WAHROONGA
32		28025	Network Substation	1704	Yeramba Street 26 Nr Mimosa Road TURRAMURRA
11		558654	Network Substation	1705	Apollo Place LANE COVE WEST

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		575901	Network Substation	1706	Longueville Road 139a & Austin Street LANE COVE
1		527097	Network Substation	1708	Austin Crescent LANE COVE
X		414022	Network Substation	1709	Pacific Highway & Berry Road ST LEONARDS
1		379019	Network Substation	1710	Burley Street 1b LANE COVE WEST
1		559620	Network Substation	1717	Grace Street & Burns Bay Road LANE COVE
21		553877	Network Substation	1718	Burns Bay Road 295 LANE COVE
11		539257	Network Substation	1719	Burns Bay Road 131a Nr Gentle Street LANE COVE
1		542980	Network Substation	1720	Burns Bay Road 90 - 92 LANE COVE
1		380831	Network Substation	1723	Campbell Avenue 3 LANE COVE
1		231973	Network Substation	1724	Centennial Avenue 42 LANE COVE
3		560889	Network Substation	1725	Christie Street 84a ST LEONARDS
1		536567	Network Substation	1727	Coxs Lane 1a Nr Epping Road LANE COVE
1		566041	Network Substation	1733	Greenwich Road 2a GREENWICH
1		548790	Network Substation	1734	Helen Street 28a LANE COVE
1		531281	Network Substation	1735	Helen Street LANE COVE
1		569592	Network Substation	1736	Helen Street 81 LANE COVE
1		550547	Network Substation	1737	Huxtable Avenue 26a LANE COVE
C		382698	Network Substation	1738	Kariola Street 7 LANE COVE
1		383702	Network Substation	1739	Kenneth Street 24a LONGUEVILLE
1		548097	Network Substation	1740	Landers Road 52a - 56 LANE COVE

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		380807	Network Substation	1742	Alpha Road & Beta Road LANE COVE
Y		418053	Network Substation	1743	Mars Road Nr Chaplin Drive LANE COVE WEST
1		555580	Network Substation	1744	Roslyn Street & Mowbray Road LANE COVE
1		538391	Network Substation	1745	Mowbray Road LANE COVE WEST
1		539618	Network Substation	1746	Mowbray Road West LANE COVE WEST
1		546849	Network Substation	1748	Murray Street 18 - 22 LANE COVE WEST
1		560525	Network Substation	1751	Pacific Highway 194 LANE COVE
1		622321	Network Substation	1753	Albion Street 1 ROZELLE
1		78554	Network Substation	1754	River Road 59a - 61a GREENWICH
1		369117	Network Substation	1755	Trouve Street 18 & River Road LANE COVE
1		182149	Network Substation	1758	Birdwood Avenue Nr Rosenthal Avenue LANE COVE
1		581355	Network Substation	1760	Sirius Road LANE COVE WEST
41		571838	Network Substation	1761	Sirius Road 7a LANE COVE WEST
11		567279	Vacant Land	1762	Sirius Road 13a Nr Appollo Place LANE COVE WEST
2		229074	Miscellaneous Establishment	1763	Mars Road 18 - 20 Nr Sirius Road LANE COVE WEST
3		229074	Miscellaneous Establishment	1763	Mars Road 18 - 20 Nr Sirius Road LANE COVE WEST
1		540715	Network Substation	1765	Stokes Street 19 LANE COVE
1		527420	Network Substation	1770	Marion Street 105a (Balmain Road) LILYFIELD
3		1115655	Zone Substation	1771	Balmain Road 133 - 141 LEICHHARDT

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
Auto Consol		2198-134	Network Substation	1777	Burton Street 40 GLEBE
1		542844	Network Substation	1780	Charles Street LEICHHARDT
21		667230	Network Substation	1781	Chester Street 98 CAMPERDOWN
1		103567	Network Substation	1784	Collins Street 12 ANNANDALE
11		578178	Network Substation	1789	Curtis Street 36a BALMAIN
1		586529	Network Substation	1790	Darling Street ROZELLE
1		618941	Network Substation	1791	Donnelly Street BALMAIN
5		617944	Network Substation	1792	Elliott Street 102a Nr Laggan Avenue BALMAIN
1		560837	Network Substation	1796	Evans Street 159 ROZELLE
1		584642	District (support) Establishment / Zone Substation	898 & 899	Faunce Street 22 - 48 & Racecourse Road WEST GOSFORD
1		600853	Network Substation	1797	Cary Street 44a & Excelsior Street LEICHHARDT
369		755227	District (support) Establishment / Zone Substation	898 & 899	Faunce Street 22 - 48 & Racecourse Road WEST GOSFORD
376		755227	District (support) Establishment / Zone Substation	898 & 899	Faunce Street 22 - 48 & Racecourse Road WEST GOSFORD
2		1169232	District (support) Establishment / Zone Substation	898 & 899	Faunce Street 22 - 48 & Racecourse Road WEST GOSFORD
1		562947	Network Substation	1804	Forsyth Street GLEBE
1		83702	Network Substation	1806	Franklyn Street 8 & Greek Street GLEBE
1		80864	Network Substation	1808	Glebe Street Nr Norton Street GLEBE POINT
1		224384	Network Substation	1809	Mullens Street 109a & Goodsir Street ROZELLE
3		227326	Network Substation	1815	Hay Street 13a LEICHHARDT

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		578591	Network Substation	1817	Hereford Street 77 - 85 GLEBE
1		602355	Network Substation	1820	John Street 21 - 35 LEICHHARDT
Auto Consol		4509-30	Network Substation	1821	Johnston Street 182 Nr Piper Street ANNANDALE
1		543055	Network Substation	1829	Louisa Road BIRCHGROVE
7		594879	Network Substation	1834	Glebe Point Road 459 A & Mary St GLEBE
6		596490	Network Substation	1837	Mitchell Street Nr Park Lane GLEBE
A		388995	Network Substation	1843	Trafalgar Street 150 & Nelson Street ANNANDALE
1		228797	Network Substation	1851	Quirk Street 1 ROZELLE
1		319713	Network Substation	1853	Ross Street 19 Nr St John Road GLEBE
47		597293	Network Substation	1854	Rosser Street BALMAIN
1		552481	Network Substation	1856	Short Street BIRCHGROVE
13		598026	Network Substation	1861	Stephen Street & Vincent Street BALMAIN
1		225785	Network Substation	1863	Thames Street 13b BALMAIN
1		332874	Network Substation	1866	Edward Street & Victoria Road GLEBE
3	2	5986	Network Easement	1867	Waratah Street 30 LEICHHARDT
1		234462	Network Substation	1869	Wigram Lane GLEBE
1		430743	Network Substation	1870	Abbott Street 2 BALGOWLAH HEIGHTS
2		235803	Network Substation	1877	Ashburner Street Nr Dungowan Lane MANLY
A		331109	Network Substation	1878	Balgowlah Road 2 MANLY
24	20	758044	Network Substation	1910	Glenside Street BALGOWLAH HEIGHTS
1		732186	Network Substation	1912	Kanangra Crescent CLONTARF

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		541579	Network Substation	1918	Kangaroo Street & Pittwater Road MANLY
B		103305	Network Substation	1922	Scales Parade & Lewis Street BALGOWLAH
36	58	758044	Network Substation	1928	Mulgowie Crescent 5 BALGOWLAH HEIGHTS
1		560305	Network Substation	1934	Bona Vista Avenue 20 MAROUBRA
1		231940	Network Substation	1949	Abergeldie Street DULWICH HILL
1		430090	Network Substation	1950	Shepherd Street 1 & Addison Road MARRICKVILLE
1		321348	Network Substation	1951	Albert Street Off King Street ST PETERS
1		180283	Network Substation	1953	Alma Avenue Off Stanmore Road ENMORE
1		512986	Network Substation	1955	Bailey Street 8a NEWTOWN
1		320897	Network Substation	1958	Henson Street & Beauchamp Street MARRICKVILLE WEST
1		530289	Network Substation	1961	Cadogan Street 25a MARRICKVILLE
1		175970	Network Substation	1962	Calvert Street Nr Illawarra Road MARRICKVILLE
2		563843	Network Substation	1963	Cambridge Street STANMORE
A		317435	Network Substation	1966	Chester Street Nr Albert Street PETERSHAM
1		530179	Network Substation	1968	Church Street 2b MARRICKVILLE
1		570106	Network Substation	1969	Cobar Street DULWICH HILL
1		519308	Network Substation	1970	Cook Road LEWISHAM
11		247501	Network Substation	1972	Denison Street CAMPERDOWN
1		622864	Network Substation	1977	Douglas Street STANMORE

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		318840	Network Substation	1979	Ewart Street 49 A Nr Wardell Road DULWICH HILL
4		430090	Network Substation	1984	Fitzroy Street 58 Nr Smith Street MARRICKVILLE
X		505344	Network Substation	1985	Frederick Street 2a & Hopetoun Street PETERSHAM
1		236086	Network Substation	1987	Trafalgar Street 83 A & Harrow Lane STANMORE
15		667331	Network Substation	1990	Hercules Street Nr Beach Road DULWICH HILL
1		183191	Network Substation	1994	Jarvie Avenue Nr Morgan Street PETERSHAM
1		315659	Network Substation	1996	Princes Highway & King Street ST PETERS
1		525654	Network Substation	1997	Lackey Street 18 ST PETERS
1		505345	Network Substation	1998	Liberty Street NEWTOWN
1		568621	Network Substation	1999	Livingstone Road 29 - 33 PETERSHAM
12		597478	Network Substation	2000	Livingstone Road MARRICKVILLE
X		411355	Network Substation	2001	Macauley Lane STANMORE
B		430090	Network Substation	2003	Marrickville Avenue Nr Livingstone Road MARRICKVILLE
C		107631	Network Substation	2004	Mary Street 1 NEWTOWN
1		970763	Network Substation	2005	Mary Street Nr Roberts Street ST PETERS
1		542902	Zone Substation	2006	Meeks Road 32 - 40 MARRICKVILLE
3		554452	Network Substation	2007	Merchant Street STANMORE
2		567859	Network Substation	2008	Myra Road 1 - 5 DULWICH HILL
7		556288	Network Substation	2009	Union Street DULWICH HILL

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		539256	Network Substation	2014	Pigott Street DULWICH HILL
1		190505	Network Substation	2017	Princes Highway & Barwon Park Road ST PETERS
1		354845	Network Substation	2018	Talbot Street & Princes Highway ST PETERS
A		368974	Network Substation	2022	Renwick Street MARRICKVILLE SOUTH
1		315720	Network Substation	2024	Renwick Street Nr Carrington Road MARRICKVILLE
1		180609	Network Substation	2026	Salisbury Lane CAMPERDOWN
1		109101	Network Substation	2027	Burrows Road Fromount Road & Canal Road ST PETERS
1		339419	Network Substation	2027	Burrows Road Fromount Road & Canal Road ST PETERS
12		614800	Network Substation	2030	Stanmore Road 264 - 266 STANMORE
1		586392	Network Substation	2031	Stanmore Road 38 - 42 STANMORE
1		510316	Network Substation	2032	Station Street PETERSHAM
1		526894	Vacant Land	2035	The Boulevarde LEWISHAM
341		596026	Network Substation	2037	Tupper Street ENMORE
1		545185	Network Substation	2044	The Boulevarde LEWISHAM
13		6521	Network Substation	2045	Union Street 11 TEMPE
1		668054	Network Substation	2048	Victoria Road 200 Nr Mitchell Street MARRICKVILLE
1		187973	Network Substation	2049	Victoria Road 134a Nr Chapel Street MARRICKVILLE
1		621250	Network Substation	2050	Victory Lane 111 CAMPERDOWN

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		312297	Network Substation	2052	Wardell Road Nr Pile Street DULWICH HILL
1		545745	Network Substation	2054	Wicks Avenue MARRICKVILLE
5		252712	Network Substation	2055	Bilga Crescent 187s Nr Karoo Place MALABAR
11		609320	Network Substation	2057	Alexander Avenue 2 A MOSMAN
2		229664	Network Substation	2060	Punch Lane MOSMAN
1		184409	Network Substation	2061	Awaba Street West 133 MOSMAN
B		410318	Network Substation	2062	Bardwell Road MOSMAN
2		363188	Network Substation	2063	Calypso Avenue 28a - 30 MOSMAN
11		605556	Network Substation	2066	Dalton Road 2 MOSMAN
Auto Consol		2652-152	Future Zone Substation	2067	Albany Street 23 & Oxley Street CROWS NEST
1		571444	Network Substation	2068	Gouldsbury Street MOSMAN
1		549387	Zone Substation	2069	Harbour Street 37 & Vista Street MOSMAN
1		115474	Network Substation	2070	Kardinia Road MOSMAN
1		380135	Network Substation	2073	Mandolong Road 63a & Waitovu Street BALMORAL
1		206461	Network Substation	2074	Mandolong Road 9a MOSMAN
A2		430090	Network Substation	2075	Melrose Street 23 MOSMAN
1		516207	Network Substation	2079	Mosman Street 26 MOSMAN
1		326448	Network Substation	2082	Musgrave Street Nr Raglan Street MOSMAN
1		342148	Network Substation	2084	Quakers Road 2a MOSMAN
1		519651	Network Substation	2087	Ourimbah Road 98 MOSMAN
1		315777	Network Substation	2088	Rangers Avenue & Spofforth Street MOSMAN

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		321248	Network Substation	2089	Redan Street & Almora Street MOSMAN
1		534827	Network Substation	2090	Shadforth Street & Avenue Road MOSMAN
1		379865	Network Substation	2093	Vista Street 1a (37) MOSMAN
1		555908	Network Substation	2096	Abbott Street 11 Nr Miller Street CAMMERAY
1		224125	Network Substation	2099	Anderson Street NEUTRAL BAY
1		181730	Network Substation	2100	Arthur Street 21 LAVENDER BAY
3		595740	Network Substation	2102	Barry Street 37 - 45 NEUTRAL BAY
Auto Consol		10211-57	Zone Substation	2107	Berry Street 70 - 74 NORTH SYDNEY
1		180216	Network Substation	2108	Bligh Street Nr Broughton Street KIRRIBILLI
1		322648	Network Substation	2113	Bydown Street 40 NEUTRAL BAY
1		586836	Network Substation	2114	Cairo Street 19 - 23 CAMMERAY
11		590121	Network Substation	2120	Carabella Street 87 KIRRIBILLI
X		418127	Network Substation	2121	Carabella Street 67 KIRRIBILLI
D		346199	Network Substation	2122	Carr Street 49b Nr Bay Road WAVERTON
1		181800	Network Substation	2123	Cassins Lane Ridge St & Carlow St NORTH SYDNEY
3		585384	Network Substation	2125	Grasmere Lane 49 Nr Sutherland Street CREMORNE
1		542122	Network Substation	2126	Cranbrook Avenue 26 - 30 CREMORNE
1		200250	Network Substation	2127	Cremorne Road CREMORNE POINT
2		703142	Network Substation	2127	Cremorne Road CREMORNE POINT

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		544017	Network Substation	2128	Crows Nest Road 2 - 12a CROWS NEST
1		524518	Network Substation	2129	East Crescent Street MCMAHONS POINT
1		549640	Network Substation	2130	Eaton Street 27a NEUTRAL BAY
1		544018	Network Substation	2134	Nottingham Street MCMAHONS POINT
1		591990	Network Substation	2135	Gerard Street 29 - 35 CREMORNE
1		597436	Network Substation	2136	Gerard Street 67 - 69 CREMORNE
1		544162	Network Substation	2137	Gerard Street 34 - 38 CREMORNE
1		545110	Network Substation	2138	Grasmere Road CREMORNE
1		539833	Network Substation	2141	Harriette Street NEUTRAL BAY
1		539934	Network Substation	2142	Harrison Street NEUTRAL BAY
1		572069	Network Substation	2143	Hazelbank Road 14 - 16 WOLLSTONECRAFT
1		357068	Network Substation	2144	High Street 83 NORTH SYDNEY
1		594966	Network Substation	2145	High Street 55 & Clarke Road NORTH SYDNEY
151		134687	Network Substation	2147	Hume Street Nr River Road WOLLSTONECRAFT
1		524871	Network Substation	2150	Kirribilli Avenue KIRRIBILLI
1		616462	Network Substation	2151	Kurraba Road NEUTRAL BAY
1		188858	Network Substation	2152	Kurraba Road 155 NEUTRAL BAY
3		590578	Network Substation	2154	Lamont Street 1 - 9 WOLLSTONECRAFT
1		386815	Network Substation	2155	Langley Avenue CREMORNE
3		546939	Network Substation	2156	Lindsay Street 5 NEUTRAL BAY

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
2		222369	Network Substation	2160	Merlin Street 72 NEUTRAL BAY
1		182891	Network Substation	2161	Middle Street 76 Nr East Crescent Road MCMAHONS POINT
3		559424	Network Substation	2164	Moodie Street 20 CAMMERAY
1		566726	Network Substation	2166	Munro Street 2 - 4 MCMAHONS POINT
1		539146	Network Substation	2167	Murdoch Street 19 CREMORNE
1		527020	Network Substation	2168	Murdoch Street CREMORNE
2		595221	Network Substation	2169	Morton Street 19 - 23 WOLLSTONECRAFT
1		592366	Network Substation	2170	Morton Street 46 WOLLSTONECRAFT
1		548844	Network Substation	2172	Ormiston Avenue NORTH SYDNEY
1		437414	Network Substation	2175	Pacific Highway WAVERTON
1		573112	Network Substation	2176	Parraween Street Nr Cremorne Plaza CREMORNE
1		228622	Network Substation	2178	Phillips Street 1b & Spruson Street NEUTRAL BAY
1		78556	Network Substation	2180	Upper Pitt Street 65 & Kirribilli Ave KIRRIBILLI
1		557787	Network Substation	2181	Prospect Avenue & Langley Avenue CREMORNE
1		591871	Network Substation	2183	Rangers Road 14 CREMORNE
1		78949	Network Substation	2184	Reed Street CREMORNE
1		563118	Network Substation	2185	Reynolds Street 37 - 43 CREMORNE
12		538860	Network Substation	2189	Rocklands Road 1a WOLLSTONECRAFT

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		233985	Network Substation	2190	Selwyn Street WOLLSTONECRAFT
11		588148	Network Substation	2191	Shirley Road 39 - 41 WOLLSTONECRAFT
1		531351	Network Substation	2192	Shirley Road 51 WOLLSTONECRAFT
1		551573	Network Substation	2194	Spencer Road 122 - 124 CREMORNE
3		582080	Network Substation	2195	Spruson Street 2 NEUTRAL BAY
4		593219	Network Substation	2196	Sutherland Street 20 CREMORNE
2		589506	Network Substation	2197	Undercliffe Street 3 & Aubin Street NEUTRAL BAY
1		227325	Network Substation	2199	Union Street 50 NORTH SYDNEY
1		545184	Network Substation	2204	Watson Street 11 - 17 NEUTRAL BAY
31		582093	Network Substation	2205	Waverton Avenue 6 - 8 WAVERTON
1		581560	Network Substation	2206	Metcalfe Street & West Street CAMMERAY
1		551638	Network Substation	2208	Whaling Road 48a NORTH SYDNEY
2		572899	Network Substation	2211	Willoughby Street KIRRIBILLI
3		584532	Network Substation	2212	Woolcott Street 22 WAVERTON
1		590485	Network Substation	2213	Yeo Street 29 - 39 NEUTRAL BAY
1		543648	Network Substation	2214	Young Street 106 - 108 CREMORNE
1		519221	Network Substation	2215	Zig Zag Lane Nr Willoughby Road CROWS NEST
6		252712	Network Substation	2222	Calga Avenue Nr Bilga Crescent MALABAR
4		252712	Network Substation	2225	Bilga Crescent 176 Nr Anzac Parade MALABAR

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		748027	Network Substation	2235	Punchbowl Road 573a LAKEMBA
2		566842	Network Substation	2242	Alison Road 21a & Abbotford Lane KENSINGTON
11		607314	Network Substation	2243	Abbott Street 1s COOGEE
1		91516	Network Substation	2244	Adina Avenue 21 & Anzac Parade PHILLIP BAY
1		559863	Network Substation	2245	Aeolia Street & Perouse Road 23 A RANDWICK
1		505908	Network Substation	2246	Albert Street 2 Nr Victoria Street RANDWICK
1		554364	Network Substation	2247	Alexander Street 10 COOGEE
1		573415	Network Substation	2249	Alison Road 244 - 254 RANDWICK
22	27	244984	Network Substation	2250	Amour Avenue 5 MAROUBRA
1		573636	Network Substation	2255	Anzac Parade 147 - 151 RANDWICK
4		232077	Network Substation	2256	Anzac Parade RANDWICK
333		36765	Network Substation	2258	Anzac Parade 1068 MAROUBRA
1		1103889	Network Substation	2259	Arcadia Street 290 & Arden Street 150a COOGEE
1		563036	Network Substation	2260	Clovelly Road 272a & Arden Street CLOVELLY
1		585680	Network Substation	2261	Arthur Street 32 - 34 RANDWICK
1		541559	Network Substation	2262	Australia Avenue MATRAVILLE
1		376511	Network Substation	2264	Rainbow Street & Avoca Street KINGSFORD
1		516955	Network Substation	2267	Baker Street 29 KENSINGTON
1493		752011	Network Substation	2268	Barker Street 2s KINGSFORD
1212		752015	Network Substation	2270	Beauchamp Road 224 MATRAVILLE

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		234349	Network Substation	2272	Boomerang Street 10 MAROUBRA
29		236738	Sub-transmission Easement	2274	Botany Road 1897 BUNNERONG
34		236738	Sub-transmission Easement	2274	Botany Road 1897 BUNNERONG
A		344983	Network Substation	2278	Botany Street 21a Nr Arthur Street RANDWICK
1		528365	Network Substation	2280	Bream Street 59c COOGEE
1		569744	Network Substation	2281	Bream Street 79 COOGEE
1		562786	Network Substation	2283	Brook Street 130a COOGEE
1		544077	Network Substation	2284	Brook Street 114a Nr Coogee Bay Road COOGEE
1		308207	Network Substation	2285	Brook Street 135s Nr Waltham Street COOGEE
1		327769	Network Substation	2285	Brook Street 135s Nr Waltham Street COOGEE
11		1114019	Zone Substation	2286	Anderson Street 12 - 14 (St Frontage) KINGSFORD
12		1114019	Zone Substation	2286	Anderson Street 12 - 14 (St Frontage) KINGSFORD
13		1114019	Zone Substation	2286	Anderson Street 12 - 14 (St Frontage) KINGSFORD
14		1114019	Zone Substation	2286	Anderson Street 12 - 14 (St Frontage) KINGSFORD
15		1114019	Zone Substation	2286	Anderson Street 12 - 14 (St Frontage) KINGSFORD
16		1114019	Zone Substation	2286	Anderson Street 12 - 14 (St Frontage) KINGSFORD
1		200720	Network Substation	2287	Bunnerong Road 600 MATRAVILLE
2		528170	Network Substation	2288	Burke Road 27 CHIFLEY
Auto Consol		7249-206	Zone Substation	2289	Canberra Street RANDWICK
1		230980	Network Substation	2290	Carrington Road 223d Nr Dolphin Street COOGEE

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		201746	Network Substation	2291	Carrington Road 47a & Douglas Street RANDWICK
11		530221	Network Substation	2292	Carrington Road 124s RANDWICK
1		573044	Network Substation	2293	Carrington Road 268 - 272 COOGEE
1		609202	Network Substation	2295	Coogee Bay Road 52 & Queen Street RANDWICK
1		324667	Network Substation	2296	Green Street 66 A Nr Cooper Street MAROUBRA
1		504592	Network Substation	2297	Cooper Street 13s MAROUBRA
1		505347	Network Substation	2299	Cunningham Reserve 6a MATRAVILLE
1		545086	Network Substation	2300	Dolphin Street 45 Nr Mount Street RANDWICK
1		701426	Network Substation	2301	Doncaster Avenue KENSINGTON
1		559762	Network Substation	2302	Doncaster Avenue 97 KENSINGTON
1		538243	Network Substation	2303	Don Juan Avenue 5 RANDWICK
1		572641	Network Substation	2305	Duke Street 13 KENSINGTON
22		222960	Network Substation	2307	Moverly Road Nr Elphinstone Road SOUTH COOGEE
1		566782	Network Substation	2309	Ethel Street 1a RANDWICK
1		91514	Network Substation	2311	Finucane Crescent 27 MATRAVILLE
1		509886	Network Substation	2312	Fitzgerald Avenue 210 MAROUBRA
86		36281	Network Substation	2313	Fitzgerald Avenue 159 MAROUBRA
1		323046	Network Substation	2314	Flood Street 21s CLOVELLY

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		505346	Network Substation	2315	Macquarie Street 80 & Forrest Street CHIFLEY
1		182713	Network Substation	2316	Frances Street 2 Nr Prince Street RANDWICK
11		611381	Network Substation	2317	Walker Avenue Nr Melrose Parade CLOVELLY
20		253062	Network Substation	2320	Gibson Place 4 CHIFLEY
1		557626	Network Substation	2324	Glebe Street 16a Nr Clovelly Road CLOVELLY
1		191921	Network Substation	2325	Gordon Street 1s & Waverley Street RANDWICK
1		218790	Network Substation	2327	Jersey Road MATRAVILLE
1		181656	Network Substation	2329	Higgs Street 15s COOGEE
1		505767	Network Substation	2330	Hinkler Street 13c MAROUBRA
1		383752	Network Substation	2331	Anzac Parade 487 & Isis Lane KINGSFORD
1		529053	Network Substation	2332	Johnston Parade 95 COOGEE
1		562160	Network Substation	2334	Barden Lane 1 & King Street RANDWICK
A		337649	Network Substation	2335	Rainbow Street 246 & Kitchener Street COOGEE
17	8	244782	Network Substation	2339	Lucas Avenue 1s & Zions Avenue MALABAR
1		370841	Network Substation	2340	Malabar Road 216 & Edgecliff Avenue 32 SOUTH COOGEE
1		218800	Network Substation	2342	Malabar Road 242 Nr Jenson Place SOUTH COOGEE
2		590630	Network Substation	2343	Glanfield Street 17 MAROUBRA
1484		752011	Network Substation	2345	Meeks Street Nr Botany Street KINGSFORD
1		585429	Network Substation	2346	Melrose Parade CLOVELLY
528		201959	Network Substation	2348	Minneapolis Crescent 23 MAROUBRA

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		181669	Network Substation	2351	Mount Street 2s Nr Marcel Avenue RANDWICK
1		235726	Network Substation	2352	Namatjira Place COOGEE
515		201959	Network Substation	2353	Neosho Way MAROUBRA
2		553153	Network Substation	2354	Oberon Street 245 RANDWICK
1		535107	Network Substation	2355	O'sullivan Avenue MAROUBRA
1		505992	Network Substation	2356	Oxley Street 41s & Lawson Street MATRAVILLE
A		341846	Sub-transmission Easement	2357	Mccauley Street & Partanna Avenue RANDWICK
1		1109208	Sub-transmission Easement	2357	Mccauley Street & Partanna Avenue RANDWICK
61		585120	Network Substation	2358	Perry Street 7s MATRAVILLE
Auto Consol		5039-83	Sub-transmission Easement	2359	Perry Street 35 - 39 MATRAVILLE
1		381584	Sub-transmission Easement	2361	Perry Street & Mccauley Street MATRAVILLE
671		221693	Network Substation	2362	Portland Crescent MATRAVILLE
1		505348	Network Substation	2364	Knowles Avenue 7 & Pozieres Avenue MATRAVILLE
1		363078	Network Substation	2365	Raglan Street 53 & Prince Edward Street MALABAR
Auto Consol		5039-85	Miscellaneous Establishment	2367	Mccauley Street 8 - 14 & Raymond Ave MATRAVILLE
1		563431	Zone Substation	2370	Robey Street 5 - 17 MAROUBRA
2		365253	Network Substation	2375	Severn Street 14 MAROUBRA
1		183891	Network Substation	2376	Smith Avenue 5 Nr Snape Street MAROUBRA
4908		546403	Network Substation	2377	Storey Street 246 MAROUBRA

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
4		553639	Network Substation	2379	Bligh Place & St Marks Road RANDWICK
1		235050	Zone Substation	2380	Bligh Place & St Marks Road CLOVELLY
1		183847	Network Substation	2383	Tressider Avenue 3 KINGSFORD
1		122004	Network Substation	2384	Kensington Road 52 Nr Union Street KENSINGTON
1		504477	Network Substation	2385	Warner Lane Nr Shackel Avenue CLOVELLY
1 Concurrent Lease		224490	Zone Substation	2386	Franklin Street & Wassell Street MATRAVILLE
9		247315	Network Substation	2387	Woomera Road 26 - 28 LITTLE BAY
7A		36484	Network Substation	2388	Yorktown Parade 106 - 108 MAROUBRA
23		222960	Network Substation	2390	Yamba Place SOUTH COOGEE
1		181175	Network Substation	2395	Albyn Street 27a BEXLEY
B		356467	Zone Substation	2409	Bryant Street 99 - 101 ROCKDALE
Auto Consol		10842-202	Zone Substation	2409	Bryant Street 99 - 101 ROCKDALE
2		228320	Network Substation	2414	Francis Avenue 20 BRIGHTON-LE-SANDS
1		664831	Network Substation	2418	Hattersley Street 68a BANKSIA
7		333397	Network Substation	2429	The Seven Ways 11 ROCKDALE
8		333397	Network Substation	2429	The Seven Ways 11 ROCKDALE
B		406578	Network Substation	2429	The Seven Ways 11 ROCKDALE
1		395009	Vacant Land	2435	Culloden Road & Abuklea Road EASTWOOD
1		570454	Vacant Land	2436	Adelaide Street 6a WEST RYDE

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		585973	Network Substation	2437	Ashburn Place 30 GLADESVILLE
A		402543	Network Substation	2439	Balaclava Road 71a & Hunts Avenue EASTWOOD
1		384185	Network Substation	2441	Belmore Street 39 RYDE
12		563481	Network Substation	2442	Belmore Street 18 - 24 RYDE
37		250729	Network Substation	2444	Berripa Close NORTH RYDE
1		522351	Network Substation	2446	Blaxland Avenue 375 & Beattie Avenue RYDE
1		560815	Network Substation	2447	Blaxland Road RYDE
1		537052	Network Substation	2448	Blaxland Road 9 RYDE
1		574943	Network Substation	2453	Bowden Street 119 WEST RYDE
1		577650	Network Substation	2454	Underdale Lane & Bowden Street MEADOWBANK
A		383471	Network Substation	2456	Buffalo Road 27 Nr Gardener Avenue RYDE
3		581179	Network Substation	2461	Busaco Road MARSFIELD
1		556475 (part Auto Consol 11913-200)	Depot/zone Substation	2463	Terry Street 58 & Brush Road EASTWOOD
1		371139	Vacant Land	2466	Parry Street 1a & Charles Street RYDE
1		593768	Network Substation	2469	Church Street 29 - 33 RYDE
1		554017	Network Substation	2476	Cottonwood Crescent Nr Waterloo Road MACQUARIE PARK
2		554016	Network Substation	2478	Cottonwood Crescent Nr Peach Tree Road MACQUARIE PARK
8		600170	Network Substation	2482	Crimea Road MARSFIELD
7		599992	Network Substation	2484	Taranto Road & Culloden Road MARSFIELD
191		28915	Network Substation	2485	Cutler Parade 20 NORTH RYDE

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		563814	Network Substation	2489	Edward Street 6 RYDE
21		570965	Network Substation	2491	Epping Road 159 - 161 EASTWOOD
1		564697	Network Substation	2493	First Street 6 EASTWOOD
1		606556	Network Substation	2494	Fontenoy Road 22 - 32 MACQUARIE PARK
3		582750	Network Substation	2495	Fontenoy Road 33 - 39 NORTH RYDE
21		564674	Network Substation	2496	Fontenoy Road 43 - 47 MACQUARIE PARK
2		558957	Network Substation	2499	Forster Street WEST RYDE
1		558544	Network Substation	2500	Gaza Road WEST RYDE
2		204391	Zone Substation	2501	Goulding Road 22a NORTH RYDE
1		568735	Vacant Land	2505	Herring Road 116a MACQUARIE PARK
11		568782	Vacant Land	2511	Herring Road 173a NORTH RYDE
21		589947	Network Substation	2512	Herring Road 102a NORTH RYDE
5		602933	Vacant Land	2513	Herring Road 175a NORTH RYDE
25		245692	Network Substation	2516	Durham Close & Khartoum Road MACQUARIE PARK
26		245692	Network Substation	2517	Khartoum Road & Durham Close MACQUARIE PARK
1		554016	Network Substation	2518	Cottonwood Crescent & Lachlan Avenue MACQUARIE PARK
1		560045	Network Substation	2522	Goulding Road & Lane Cove Road RYDE
1		561962	Network Substation	2523	Price Street 2 RYDE
1		569964	Network Substation	2527	Leisure Close 5 & Khartoum Road NORTH RYDE
3		578297	Network Substation	2528	Blair Street & Linsley Street GLADESVILLE
1		541856	Network Substation	2529	Little Church Street 5 RYDE

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		573751	Vacant Land	2536	May Street 17a EASTWOOD
1		553909	Network Substation	2537	Meadow Crescent 11a MEADOWBANK
2		566934	Network Substation	2538	Meadow Crescent 18a MEADOWBANK
3		563815	Network Substation	2539	Meadow Crescent 45a MEADOWBANK
1		583885	Vacant Land	2543	Morrison Road 29 GLADESVILLE
4		548406	Network Substation	2545	Nancarrow Avenue 20 MEADOWBANK
1		585788	Vacant Land	2546	Orr Street 1 GLADESVILLE
1		582328	Network Substation	2548	Parkes Street WEST RYDE
2		522822	Zone Substation	2551	Crimea Road 100 & Pembroke Street MARSFIELD
1		591763	Vacant Land	2553	Pittwater Road 8 GLADESVILLE
1		547927	Zone Substation	2554	Pittwater Road 38 - 42 & Cambridge St GLADESVILLE
1		568348	Vacant Land	2557	Price Street 22 - 24 RYDE
2		604921	Network Substation	2558	Ashburn Place & Punt Road GLADESVILLE
10		571191	Network Substation	2565	Riverview Street 9 WEST RYDE
88		253274	Network Substation	2566	Royal Place MACQUARIE PARK
A		374463	Network Substation	2567	Ryedale Road 90 EASTWOOD
1		200451	Network Substation	2572	Stanbury Street 38 GLADESVILLE
1		568829	Network Substation	2573	Station Street 28 - 34 WEST RYDE
A		385169	Network Substation	2574	Station Street WEST RYDE

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
31		597294	Network Substation	2579	Taranto Road Off Talavera Road MARSFIELD
1		563214	Network Substation	2583	Terry Road WEST RYDE
1		565719	Vacant Land	2586	Union Street 2a WEST RYDE
10		586943	Network Substation	2589	Victoria Road 779 - 781 RYDE
1		539330	Network Substation	2591	Victoria Road 434 Nr Monash Road GLADESVILLE
1		559490	Network Substation	2592	Victoria Road 502 RYDE
1		572972	Network Substation	2593	Victoria Road 860 - 870 RYDE
16		1046092	Network Substation	2598	Waterloo Road 78 & Byfield Street MACQUARIE PARK
31		573966	Network Substation	2599	Waterloo Road 207 NORTH RYDE
11		586881	Network Substation	2600	Waterloo Road 201 EASTWOOD
11		603895	Network Substation	2601	Waterloo Road 209 - 213 MARSFIELD
31		589445	Network Substation	2605	West Parade & Miriman Road EASTWOOD
11		572489	Network Substation	2607	Wicks Road 125 MACQUARIE PARK
1		369472	Network Substation	2610	Ada Avenue & Myma Road STRATHFIELD
1		547722	Network Substation	2611	Albert Road 64 - 70 STRATHFIELD
1		548346	Network Substation	2612	Albert Road 78 - 82 STRATHFIELD
1		380046	Network Substation	2617	Bridge Road Lot 1 HOMEBUSH
1		184318	Network Substation	2623	Dean Street 2 SOUTH STRATHFIELD
Auto Consol		8001-104	Zone Substation	2630	Coronation Parade & Hillcrest Avenue ENFIELD
1		372482	Network Substation	2632	Hunter Street 31 STRATHFIELD

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
20		559425	Network Substation	2633	Ismay Avenue HOMEBUSH
1		323635	Network Substation	2634	Long Street Nr Liverpool Street STRATHFIELD
14		666162	Network Substation	2636	Newton Road 1 Nr Chalmers Road STRATHFIELD
1		326023	Network Substation	2639	Oxford Road 8 Nr Homebush Road STRATHFIELD
B		385727	Network Substation	2642	Parsons Avenue 3 & Woodward Avenue STRATHFIELD
11		625894	Network Substation	2643	Powell Street 47 HOMEBUSH
1		336568	Network Substation	2646	Rochester Street Nr Broughton Road HOMEBUSH
1		383317	Network Substation	2647	Shortland Avenue 42 STRATHFIELD
2		389651	Network Substation	2648	Tavistock Road & Henley Road HOMEBUSH WEST
1		567530	Network Substation	2649	The Crescent HOMEBUSH
36		252767	Network Substation	2663	Akuna Avenue 90 BANGOR
1		587133	Network Substation	2673	Atkinson Road 2 TAREN POINT
1		586226	Network Substation	2682	Belgrave Esplanade 223r SYLVANIA WATERS
1		233481	Depot/zone Substation	2692	Box Road 210 - 214 & Bellingara Road MIRANDA
1		572604	Network Substation	2702	Burke Road 21 & Seaview Street CRONULLA
2		569654	Network Substation	2709	Caronia Avenue 11 - 13 CRONULLA
1		565508	Network Substation	2725	Elizabeth Place 10 CRONULLA
1		570210	Network Substation	2740	Ewos Parade 13 - 17 CRONULLA

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		569705	Network Substation	2741	Ewos Parade 59 - 63 CRONULLA
1		533373	Zone Substation	2745	Flora Street 1 - 3 & Bath Road KIRRAWEE
1		547440	Network Substation	2749	Gerrale Street 32r CRONULLA
1		592216	Network Substation	2750	Glencoe Street 76 - 82 SUTHERLAND
52	106	251504	Network Substation	2752	Glenora Road 1 YARRAWARRAH
2		576495	Network Substation	2763	Hotham Road 65 - 71 KIRRAWEE
1		560836	Network Substation	2769	Judd Street 27 - 33 CRONULLA
1		577848	Network Substation	2775	Kiora Road 11 - 15 MIRANDA
1		570986	Network Substation	2778	Kumell Road 38 - 42 CRONULLA
4		592352	Network Substation	2791	Miranda Road 7 - 21 MIRANDA
1		585030	Network Substation	2801	Moani Avenue 13 - 17 GYMEA
1		592546	Network Substation	2802	Monro Avenue 18 - 20 KIRRAWEE
1		583905	Network Substation	2809	Oak Road 175 KIRRAWEE
X		403279	Network Substation	2811	Ocean Grove Avenue 4 CRONULLA
21		588920	Network Substation	2822	Oleander Parade 3 - 11 CARINGBAH
1		567632	Network Substation	2825	Oxley Avenue 1 - 9 JANNALI
24		12294	Network Easement	2826	Pacific Crescent 47 MAIANBAR
1		568050	Network Substation	2830	Parramatta Street 49 - 51 CRONULLA
1		585381	Network Substation	2832	Peppermint Grove 53 ENGADINE
1		571207	Network Substation	2834	Evelyn Street 101 & Port Hacking Road SYLVANIA

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		560717	Network Substation	2836	Curtis Avenue 12 & President Avenue CARINGBAH
11		570209	Network Substation	2837	President Avenue 44 CARINGBAH
1		578128	Network Substation	2844	Princes Highway 41 SYLVANIA HEIGHTS
102		590986	Network Substation	2871	Sunnyside Avenue 17 - 31 CARINGBAH
1		548892	Network Substation	2872	Surf Lane 83 & Gerrale Street CRONULLA
3		592855	Network Substation	2876	Talara Road 36 GYMEA
1		587456	Network Substation	2879	Taren Road South 12a - 18 CARINGBAH
1		588637	Network Substation	2882	Tea Tree Place 53 KIRRAWEE
11		583797	Vacant Land	2883	The Boulevarde 439a KIRRAWEE
5		562370	Zone Substation	2884	The Boulevarde 292 MIRANDA
1		591176	Network Substation	2885	Linden Street 62 & The Grand Parade SUTHERLAND
1		566765	Network Substation	2889	Tullimbar Road 29 - 33 CRONULLA
3		583505	Network Substation	2890	Wandella Road North 5 - 29 MIRANDA
2		583505	Network Substation	2891	Wandella Road North 5 - 13 MIRANDA
1		554015	Network Substation	2893	Waratah Street 8 CRONULLA
1		571530	Network Substation	2895	Warburton Street 1 - 3 GYMEA
101		590986	Network Substation	2898	Willarong Road North 168 & Creston Rd CARINGBAH
1		583656	Network Substation	2901	Willarong Road 155 CARINGBAH
1		575431	Network Substation	2906	Wyanbah Road 57 - 63 CRONULLA

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
10		576816	Network Substation	2910	Yathong Road South 82 CARINGBAH
457		252998	Network Substation	2911	Yates Road 1 Nr Jamberoo Place BANGOR
3		111219	Network Substation	2914	Abercrombie Street 193 CHIPPENDALE
1		381527	Network Substation	2917	Allen Street 1a WATERLOO
1		529823	Network Substation	2921	Ashmore Street Nr Binning Street ERSKINEVILLE
1		535528	Network Substation	2922	Ashmore Street 1a ERSKINEVILLE
1		60777	Network Substation	2932	Belmore Lane & Waterloo Street SURRY HILLS
4		36686	Network Substation	2933	Belvoir Street 38 SURRY HILLS
Auto Consol		5210-116	Network Substation	2935	Birmingham Street 27 ALEXANDRIA
2		217386	Network Substation	2940	Cope Street 213 - 215 WATERLOO
X		447410	Network Substation	2941	Botany Road 318a ALEXANDRIA
1		387290	Former Zone Substation	2945	Bourke Road 70 ALEXANDRIA
X		406603	Network Easement	2949	Bourke Road 79a ALEXANDRIA
1		592633	Network Substation	2951	Boundary Street 23 - 25 DARLINGHURST
1		559706	Network Substation	2952	Nickson Street 26 & SURRY HILLS
1		746163	Network Substation	2954	Bourke Street 78 - 80 & Cathedral St WOOLLOOMOOLOO
2 Concurrent Lease		746163	Network Substation	2954	Bourke Street 78 - 80 & Cathedral St WOOLLOOMOOLOO
1		439067	Network Substation	2955	Bourke Street 578 SURRY HILLS
1		553792	Network Substation	2960	Brocks Lane 68 NEWTOWN

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
70		793665	Network Substation	2964	Buckland Street 151 ALEXANDRIA
1		433177	Depot/zone Substation	2965	Bulwara Road 20 - 28 BLACKWATTLE BAY
1 Concurrent Lease		585334	Zone Substation	2969	Campbell Street 24 - 28a HAYMARKET
18		260529	Network Easement	2973	Clancy Street 73 - 75 PADSTOW HEIGHTS
19		260529	Network Easement	2973	Clancy Street 73 - 75 PADSTOW HEIGHTS
1		506553	Network Substation	2978	Charles Street 44 ERSKINEVILLE
2 Concurrent Lease		168428	Miscellaneous Establishment	2982	Clarence Street 185 SYDNEY
1 Concurrent Lease		168428	Miscellaneous Establishment	2984	Clarence Street 183 & Kent Street SYDNEY
1		558874	Network Substation	2988	Cook Road 69 CENTENNIAL PARK
1		565295	Network Substation	2990	Cook Road 121 - 125 CENTENNIAL PARK
1		83664	Network Substation	2991	Cooper St 112 - 114 & Little Riley St SURRY HILLS
Auto Consol		4102-137	Zone Substation	2996	Dalley Street 8 - 14 SYDNEY
1		223096	Network Substation	3004	Devonshire Street 90 - 92 & Chalmers St SURRY HILLS
10		829392	Network Substation	3020	Dunning Avenue 142 ROSEBERY
53	2	2269	Network Substation	3021	Dunning Avenue 88 & Salisbury Lane ROSEBERY
54	2	2269	Network Substation	3021	Dunning Avenue 88 & Salisbury Lane ROSEBERY

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		187695	Network Substation	3030	Euston Road 166 ALEXANDRIA
1		184514	Network Substation	3031	Euston Road 16 ALEXANDRIA
2		615753	Network Substation	3036	Flinders Street 79 DARLINGHURST
1		958298	Network Substation	3036	Flinders Street 79 DARLINGHURST
1		78101	Zone Substation	3041	Allen Street 10 - 18 & George Street WATERLOO
3 Concurrent Lease		10686	Network Substation	3042	George Street 336 Cnr Mcevoy Street WATERLOO
75		605380	Network Substation	3043	George Street 378 REDFERN
2		570624	Network Substation	3067	Goodchap Street 32 SURRY HILLS
123		667234	Network Substation	3071	Great Buckingham Street 2 REDFERN
1		613044	Network Substation	3074	Hackett Street 124 & Bulwara Lane ULTIMO
Auto Consol		4460-54	Miscellaneous Establishment	3075	Hansard Street 65 ROSEBERY
1		210118	Network Substation	3078	Harcourt Parade 1a ROSEBERY
1		78555	Network Substation	3084	Henry Avenue Nr Fig Lane ULTIMO
Auto Consol		4082-27	Network Substation	3089	Ithaca Road ELIZABETH BAY
1		522663	Network Substation	3090	James Street 1b REDFERN
3		588804	Network Substation	3096	Martin Place SYDNEY
3		592080	Network Substation	3107	Ward Avenue 12b & Kellet Place KINGS CROSS
1		127037	Network Substation	3108	Kensington Street 70 Nr Outram Street CHIPPENDALE
1		82499	Network Substation	3114	Kimber Lane 7 - 9 HAYMARKET

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		581588	Network Substation	3120	Amy Street 14a ERSKINEVILLE
11		543835	Network Substation	3122	Lander Street 1b DARLINGTON
1		702833	Zone Substation	3124	Riley Street 488 - 506 SURRY HILLS
61		619268	Network Substation	3135	Mcelhone Street 45 WOOLLOOMOOLOO
A		394532	Network Substation	3153	Marshall Street 23 SURRY HILLS
2		588804	Network Substation	3173	Martin Place SYDNEY
1		571839	Network Substation	3174	Martin Place SYDNEY
1		83723	Network Substation	3177	Mary Street 52 Nr Hands Lane SURRY HILLS
1B		403167	Depot/zone Substation	3178	Mitchell Road 231 - 239 ST PETERS
1		191928	Depot/zone Substation	3182	Mountain Street 41 ULTIMO
1		615752	Network Substation	3183	Newton Street 12a ALEXANDRIA
1		172527	Network Substation	3185	Nicholson Street 13a WOOLLOOMOOLOO
2		560564	Network Substation	3187	Nimrod Street 1 DARLINGHURST
X		400223	Network Substation	3204	Onslow Avenue 1a ELIZABETH BAY
11		225918	Network Substation	3209	O'riordan Street 38 Nr William Lane ALEXANDRIA
1		78596	Network Substation	3210	O'riordan Street 82 ALEXANDRIA
2		179601	Network Substation	3212	Orwell Lane 1 Nr Hughes Lane POTTS POINT
1		78781	Network Substation	3217	Pine Street 46 Off Myrtle Street CHIPPENDALE
1		919207	Network Substation	3233	Prospect Street 94 ERSKINEVILLE
1		668965	Zone Substation	3234	Layton Street 16 - 26 CAMPERDOWN

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
E		418375	Network Substation	3236	Queen Street 34 CHIPPENDALE
1		78256	Network Substation	3243	Ralph Street 4 Nr Beaconsfield Street ALEXANDRIA
B		175502	Network Substation	3247	Renwick Street 99 REDFERN
10		601335	Network Substation	3252	St John Street 4a Nr Angel Street NEWTOWN
2		611630	Network Substation	3253	St Neot Avenue 11 POTTS POINT
1		629426	Network Substation	3258	Sparkes Street 16 & Sparkes Lane CAMPERDOWN
2 Concurrent Lease		1188966	Zone Substation	3260	Sussex Street 65 - 79 SYDNEY
1		438747	Vacant Land	3268	Trinity Avenue 24 MILLERS POINT
A		449473	Network Substation	3269	Tweedmouth Avenue 101a ROSEBERY
1		508606	Network Substation	3271	Victoria Street 4 & O'connell Street NEWTOWN
11		595014	Network Substation	3272	Victoria Street 115 KINGS CROSS
1		505488	Network Substation	3273	Walker Street 55 REDFERN
1		77895	Network Substation	3285	Albion Street & Leichhardt Lane BRONTE
1		576769	Network Substation	3286	Albion Street 49 - 53 WAVERLEY
1		66636	Zone Substation	3289	Anglesea Street 36 BONDI
1		632238	Zone Substation	3289	Anglesea Street 36 BONDI
1		376505	Network Substation	3290	Carlton Street & Barclay Street WAVERLEY
1		533815	Network Substation	3291	Bay Street BONDI BEACH
A		435798	Network Substation	3292	Birrell Street Nr Ashton Street BONDI JUNCTION

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
6		664195	Network Substation	3294	Bon Accord Avenue 1 Nr Old South Head Rd BONDI JUNCTION
1		724194	Network Substation	3296	Botany Place BONDI JUNCTION
3		593710	Network Substation	3298	Birrell Street & Bronte Road WAVERLEY
2		334250	Network Substation	3300	Campbell Parade & Brighton Boulevard BONDI
1		83701	Network Substation	3301	Chesterfield Parade BRONTE
1		184316	Network Substation	3302	Cuthbert Street Nr Newland Street QUEENS PARK
1		325161	Network Substation	3304	Francis Street Nr Wellington Street BONDI
4		563142	Network Substation	3305	Glen Street BONDI
1		324508	Network Substation	3306	Glenayr Avenue BONDI
1		179374	Network Substation	3307	Gould Street 80 Nr Roscoe Street NORTH BONDI
1		554001	Network Substation	3308	Gowrie Avenue BONDI JUNCTION
1		747699	Network Substation	3309	Lyons Street & Hardy Street DOVER HEIGHTS
2		333877	Network Substation	3310	Hastings Parade 1 Nr Mitchell Street BONDI
1		218722	Network Substation	3313	Henrietta Street WAVERLEY
1		314254	Network Substation	3314	Imperial Avenue Nr Bondi Road BONDI
11		574246	Network Substation	3317	Langlee Avenue 13 - 15 WAVERLEY
1		576346	Network Substation	3319	Hollywood Avenue & Llandaff Street BONDI JUNCTION
1		183019	Network Substation	3320	Lucius Street Nr Francis Street BONDI BEACH
1		508465	Network Substation	3321	Military Road Nr Old South Road VAUCLUSE

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		325178	Network Substation	3322	Murray Street & Belgrave Lane BRONTE
Auto Consol		4554-110	Network Substation	3323	Glenayr Avenue & Murrivier Road NORTH BONDI
1		577402	Network Substation	3324	O'brien Street 22 - 28 BONDI BEACH
1		572490	Network Substation	3325	Ocean Street 2 - 4a BONDI
69		591989	Network Substation	3327	Paul Street BONDI JUNCTION
1		596464	Network Substation	3329	Penkivil Street 53 - 63 BONDI
1		562508	Network Substation	3330	Penkivil Street 18 BONDI
X		407967	Network Substation	3331	Pindari Road 15 DOVER HEIGHTS
2		501545	Network Substation	3332	Pine Lane 2 BONDI JUNCTION
1		371138	Network Substation	3334	Princess Street ROSE BAY
B		381405	Network Substation	3336	Spring Street & Bronte Road BONDI JUNCTION
1		367707	Network Substation	3337	Stephen Street Nr Bennett Street BONDI
21		4346	Zone Substation	3338	The Avenue 3 - 5 ROSE BAY
21A		4346	Zone Substation	3338	The Avenue 3 - 5 ROSE BAY
1		504593	Network Substation	3340	Wairoa Avenue & Brighton Boulevard NORTH BONDI
1		566171	Network Substation	3341	Wallis Parade 45 - 47 NORTH BONDI
B		410919	Network Substation	3343	Young Street 14 & Tower Street VAUCLUSE
1		372163	Network Substation	3354	Castlestead Street 2a CONCORD WEST
Auto Consol		6503-139	Zone Substation	3373	Bardo Road 62 - 64 NEWPORT
52		131812	Residential Cottage	3382	Barrenjoey Road 785 AVALON
301		599065	Network Substation	3389	Brooker Avenue 6 BEACON HILL

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
131		224233	Network Substation	3390	Bungoona Avenue 14a ELANORA HEIGHTS
9		220732	Network Substation	3393	Burralloo Street 8a FRENCHS FOREST
16		28125	Network Substation	3403	Carawa Road & Carcoola Road DEE WHY WEST
52A		29594	Network Substation	3404	Careebong Road 25a FRENCHS FOREST
1		391462	Network Substation	3408	Cassia Street DEE WHY
1		793367	Network Substation	3410	Chandos Street Nr Kenneth Road MANLY VALE
1		510660	Network Substation	3411	Cheryl Crescent 15a NEWPORT
665		217209	Network Substation	3428	Connemara Avenue 23 KILLARNEY HEIGHTS
1		631970	Network Substation	3445	Delwood Close 4a MONA VALE
1		584803	Network Substation	3447	Derna Crescent ALLAMBIE HEIGHTS
87		28663	Vacant Land	3448	Dolphin Crescent 91 AVALON
24	80	758566	Network Substation	3449	Downpatrick Road 14 KILLARNEY HEIGHTS
149		231928	Vacant Land	3450	Dublin Avenue 1 KILLARNEY HEIGHTS
13		241232	Network Substation	3452	Dumic Place CROMER
A		411288	Network Substation	3454	Edward Street 61 NARRAWEENA
23	191	245930	Vacant Land	3458	Elm Avenue BELROSE
108		28862	Network Substation	3466	Farview Road BILGOLA PLATEAU
1		445015	Network Substation	3486	Grenfell Avenue 15 NORTH NARRABEEN
A		410426	Network Substation	3487	Grevillea Street & Veterans Parade COLLAROY PLATEAU
Y		401901	Network Substation	3494	Harbord Road 59 HARBORD

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
22		211307	Vacant Land	3495	Heather Street 29a COLLARROY PLATEAU
5		4773	Zone Substation	3506	See Street & Macpherson Street MEADOWBANK
6		4773	Zone Substation	3506	See Street & Macpherson Street MEADOWBANK
8		4773	Zone Substation	3506	See Street & Macpherson Street MEADOWBANK
A		362753	Zone Substation	3506	See Street & Macpherson Street MEADOWBANK
B		362753	Zone Substation	3506	See Street & Macpherson Street MEADOWBANK
A		930648	Zone Substation	3506	See Street & Macpherson Street MEADOWBANK
B		930648	Zone Substation	3506	See Street & Macpherson Street MEADOWBANK
11		243737	Vacant Land	3507	Hunter Street North 8 MONA VALE
8		220732	Network Substation	3521	Jindabyne Street 3a FRENCHS FOREST
31		228263	Vacant Land	3525	Keldie Street Lot 31 FORESTVILLE
22		435778	Network Substation	3526	Kentwell Road ALLAMBIE HEIGHTS
9		244481	Vacant Land	3528	Shirley Close 4a & Kerr Close NARRAWEENA
728		222208	Network Substation	3530	Kilkenny Avenue 12 FORESTVILLE
2		626043	Network Substation	3536	Kokoda Crescent 17a BEACON HILL
33		243434	Network Substation	3539	Warri Close 25 NARRAWEENA
1		634938	Network Substation	3540	Laurel Chase 14a FORESTVILLE
A		30083	Network Substation	3570	Mckillop Road 23a BEACON HILL
11		626916	Network Substation	3578	Melwood Avenue FORESTVILLE

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
71		222474	Network Substation	3585	Mirrabooka Street 1 A & Loombah Street BILGOLA PLATEAU
4		25194	Zone Substation	3589	Mona Vale Road & Aumuna Road TERREY HILLS
A		362285	Zone Substation	3598	Nareen Parade 61 & Mirrol Street NORTH NARRABEEN
3		444776	Network Substation	3614	Old Pittwater Road 120 BROOKVALE
1		500752	Network Substation	3615	Oliver Street 76a HARBORD
199		221933	Network Substation	3628	Penrith Avenue WHEELER HEIGHTS
11		614147	Network Substation	3636	Pittwater Road NARRABEEN
1		215096	Network Substation	3654	Riverview Parade 4 NORTH MANLY
2		586250	Zone Substation	3677	Samuel Street 25 MONA VALE
542		231923	Network Substation	3679	Shannon Avenue 8 KILLARNEY HEIGHTS
1		629775	Network Substation	3685	Springvale Avenue FRENCHS FOREST
19		27798	Network Substation	3686	Starkey Street 51 FORESTVILLE
338		215538	Network Substation	3687	Starkey Street 163a FORESTVILLE
832		217129	Network Substation	3703	Tralea Avenue 2 - 6 KILLARNEY HEIGHTS
8		241522	Vacant Land	3705	Tyagarah Place 27 CROMER
1		592507	Network Substation	3711	Anderson Street CHATSWOOD
2		558009	Zone Substation	3716	Warringah Road 359 & Rodborough Road BEACON HILL
119		32253	Network Substation	3723	Wesley Street 32a ELANORA HEIGHTS

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
B		417828	Network Substation	3724	Harbord Road & West Street BROOKVALE
1		186106	Zone Substation	3730	Winbourne Road 65 & Mitchell Road BROOKVALE
A		387137	Network Substation	3740	Blighs Road & Toronto Avenue CROMER
81		629978	Network Substation	3742	Albert Avenue CHATSWOOD
1		551238	Network Substation	3743	Albert Avenue 88 - 102 CHATSWOOD
1		565269	Network Substation	3743	Albert Avenue 88 - 102 CHATSWOOD
1		561707	Network Substation	3744	Alleyne Street 33 - 35 CHATSWOOD
1		542741	Network Substation	3746	Archer Street 44a CHATSWOOD
3		586037	Network Substation	3747	Artarmon Road Nr Willoughby Road WILLOUGHBY
1		439519	Network Substation	3748	Artarmon Road 68a ARTARMON
7		217498	Network Substation	3749	Ashley Street 35 & High Street ROSEVILLE
1		387804	Network Substation	3750	Ashley Street 22 & Warrah Lane CHATSWOOD
1		570001	Network Substation	3753	Barcoo Street 12 ROSEVILLE
1		368181	Network Substation	3754	Baringa Road 58 NORTHBRIDGE
3		555751	Network Substation	3760	Bowen Street 2 - 6 CHATSWOOD
1		558434	Network Substation	3761	Broughton Road 5 ARTARMON
1		587412	Network Substation	3762	Broughton Road 8 - 18 ARTARMON
4		563543	Network Substation	3763	Buller Road 1 - 7 ARTARMON
2		590041	Network Substation	3764	Buller Road 8 ARTARMON

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
31		575923	Network Substation	3766	Francis Road 6 Nr Buller Road ARTARMON
A		102309	Network Substation	3776	Charles Street CASTLECRAG
1		569027	Network Substation	3777	Church Street 9 - 13 CHATSWOOD
1		505612	Network Substation	3781	Clarendon Street 43 & Dickson Avenue ARTARMON
1		595096	Network Substation	3782	Claude Street 28 - 30 CHATSWOOD
1		576119	Network Substation	3783	Cleg Street 22 ARTARMON
1		222958	Network Substation	3787	Deepwater Road 107a CASTLE COVE
11		573865	Network Substation	3792	Emerstan Drive CASTLE COVE
1		575637	Network Substation	3796	Francis Road 12 - 20 ARTARMON
1		575785	Network Substation	3800	George Place 7 - 9 ARTARMON
11		716014	Network Substation	3803	Gibbes Street (McCabe Place) CHATSWOOD
1		749659	Network Substation	3810	Hotham Parade ARTARMON
D		366690	Network Substation	3813	Jersey Road Nr Abbott Road ARTARMON
1		552661	Network Substation	3814	Johnson Street 43 - 45 CHATSWOOD
101		584085	Network Substation	3815	Kooronga Road CHATSWOOD
4		128375	Network Substation	3816	Pacific Highway 1007 & Corona Avenue ROSEVILLE
1		566476	Network Substation	3820	Mowbray Road 710 ARTARMON
Auto Consol		2747-163	Zone Substation	3822	Mowbray Road 348 & Hampden Road CHATSWOOD

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		612133	Network Substation	3823	Neerim Road CASTLE COVE
1		548028	Network Substation	3826	Pacific Highway 822 - 830 ARTARMON
1		510350	Network Substation	3828	Parnoo Avenue Nr Neerim Road CASTLE COVE
1		345334	Network Substation	3831	Quiamong Street NAREMBURN
99A		28142	Network Substation	3833	Rembrandt Drive MIDDLE COVE
1		558052	Network Substation	3844	Sutherland Street 3a CHATSWOOD
1		558264	Network Substation	3845	Fehon Road & Sutherland Street CHATSWOOD
1		614628	Network Substation	3846	Sydney Street 92 Nr Laurel Street WILLOUGHBY
59	A	7446	Network Substation	3847	Third Avenue 52 & Roberts Street WILLOUGHBY
1		576572	Network Substation	3848	Thomson Avenue 2 - 12 ARTARMON
1		538874	Depot/zone Substation	3851	Victoria Avenue 11 & Warrane Road EAST CHATSWOOD
20		561334	Network Substation	3853	Warrane Road 108 WILLOUGHBY
1		435374	Network Substation	3854	Weedon Road 15a ARTARMON
192		537206	Network Substation	3858	Willis Road 18 CASTLE COVE
1		543709	Network Substation	3859	Willoughby Road 595a WILLOUGHBY
1		224627	Network Substation	3863	Albert Street EDGECLIFF
Y		415489	Network Substation	3867	Birriga Road 116 Nr Old South Head BELLEVUE HILL
O		17114	Network Substation	3868	Boronia Road Nr Bunyula Road BELLEVUE HILL
1		219492	Network Substation	3869	Boundary Street 148 PADDINGTON

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		315729	Network Substation	3871	Marathon Road & Adelaide Street DARLING POINT
A		415567	Network Substation	3871	Marathon Road & Adelaide Street DARLING POINT
7		24123	Network Substation	3877	Chamberlain Avenue & Fernleigh Avenue ROSE BAY
1		378373	Network Substation	3878	Collins Avenue 16 Nr Caledonia Road ROSE BAY
1		327208	Network Substation	3881	South Lane 8 & Cooper Street DOUBLE BAY
35		1108999	Network Substation	3885	Dalley Avenue 1 Nr Black Street VAUCLUSE
1		222634	Network Substation	3886	Darling Point Road DARLING POINT
1		121861	Network Substation	3887	Dover Road 30 ROSE BAY
1		328329	Network Substation	3888	Drumalbyn Road 13 BELLEVUE HILL
A		320729	Network Substation	3889	Drumalbyn Road & Victoria Road BELLEVUE HILL
1		231114	Network Substation	3890	Robertson Place & Dunbar Street WATSONS BAY
1		594181	Network Substation	3892	Edgecliff Road 339 - 341 WOOLLAHRA
1		552545	Network Substation	3893	Edgecliff Road 366 WOOLLAHRA
A		396062	Network Substation	3894	Manning Road & Edward Street WOOLLAHRA
1		587872	Network Substation	3898	James Street & Dwyer Lane WOOLLAHRA
2		584987	Zone Substation	3899	Epping Road 76 - 90 DOUBLE BAY
3		584987	Zone Substation	3899	Epping Road 76 - 90 DOUBLE BAY
12		578828	Network Substation	3900	Fitzwilliam Road 42 VAUCLUSE
3		554618	Network Substation	3907	Hampden Street Cecil Street & Soudan St PADDINGTON

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		221982	Network Substation	3912	Hargrave Street 166 PADDINGTON
1		187153	Network Substation	3913	Hoddle Street 33 Nr Glenmore Road PADDINGTON
1		612521	Network Substation	3914	Junction Street & Carroll Lane WOOLLAHRA
1		111146	Network Substation	3915	Kiaora Lane Nr Manning Road DOUBLE BAY
1		200733	Network Substation	3916	Kilminster Lane & Pickering Lane WOOLLAHRA
1		607315	Network Substation	3920	March Street 2 A Nr Bellevue Road BELLEVUE HILL
1		533585	Network Substation	3923	New South Head Road VAUCLUSE
1		214078	Network Substation	3924	New South Head Road DOUBLE BAY
7		568967	Network Substation	3926	Ocean Street 95 WOOLLAHRA
11		556238	Network Substation	3927	Ocean Avenue 35 - 37 WOOLLAHRA
28		666593	Network Substation	3928	Olphert Avenue VAUCLUSE
1		613350	Network Substation	3929	O'sullivan Road ROSE BAY
1		1079372	Network Substation	3930	Plumer Road 7 Nr Balfour Road ROSE BAY
1		184315	Network Substation	3934	Rupertswood Avenue 1a BELLEVUE HILL
1		623446	Network Substation	3936	Russell Street VAUCLUSE
1		584262	Network Substation	3939	Spring Street PADDINGTON
1		510824	Network Substation	3941	Sutherland Crescent DARLING POINT
1		525653	Network Substation	3942	The Crescent VAUCLUSE
1		508687	Network Substation	3944	Union Street 11 PADDINGTON

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		85925	Network Substation	3946	Wallis Street 117 & Leswell Lane WOOLLAHRA
1		172768	Network Substation	3948	William Street 65 DOUBLE BAY
1		1103924	Network Substation	3949	New South Head Road 582 POINT PIPER
2		181526	Zone Substation	3954	Young Street 1 & Weedon Avenue PADDINGTON
Auto Consol		5083-140	Zone Substation	3954	Young Street 1 & Weedon Avenue PADDINGTON
60		262025	Zone Substation	3959	Apprentice Drive 14 BERKELEY VALE
1		1009396	Zone Substation	4088	Pacific Highway 760 & Mataram Road 19 WOONGARRAH
2		133300	Zone Substation	4092	Pacific Highway West 395 & Carters Road LAKE MUNMORAH
1		411020	Zone Substation	4096	Pacific Highway West 320 WYONG
3		607756	Zone Substation	4096	Pacific Highway West 320 WYONG
Auto Consol		10605-58	Zone Substation	4141	Wyong Road 18 - 20 BATEAU BAY
4		772032	Network Substation	4166	Cook Crescent 24a EAST HILLS
51		735645	Network Substation	4231	Mcevoy Avenue UMINA BEACH
1		519291	Network Substation	4282	Taren Point Road 152 CARINGBAH
69		640788	Network Substation	4284	Little Nicholson Street 10a BALMAIN EAST
1		578680	132 kV Transmission Substation	4569	Dell Road 10 - 16 WEST GOSFORD
9		719979	132 kV Transmission Substation	4570	Gow Street 2 PADSTOW
1		576757	132 kV Transmission Substation	4571	Hansen Avenue 16a EARLWOOD

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		869365	132 kV Transmission Substation	4573	Captain Cook Drive KURNELL
2		869365	132 kV Transmission Substation	4573	Captain Cook Drive KURNELL
1 Concurrent Lease		217565	Switching Station	4574	Sirius Road 29 LANE COVE WEST
8		30011	132 kV Transmission Substation	4579	Larnock Avenue 17 PYMBLE
Auto Consol		8297-182	132 kV Transmission Substation	4579	Larnock Avenue 17 PYMBLE
1		445384	132 kV Transmission Substation	4579	Larnock Avenue 17 PYMBLE
Auto Consol		8644-124	132 kV Transmission Substation	4580	Yates Road & Ourimbah Creek Road OURIMBAH
201		776837	132 kV Transmission Substation	4582	Norman Street 75 PEAKHURST
1		521906	132 kV Transmission Substation	4583	Norman Street & Lorraine Street 37a PEAKHURST
7 Concurrent Lease	9	801	132 kV Transmission Substation	4585	The Boulevard 386 - 396 KIRRAWEE
1		1218218	Switching Station	4586	Underwood Road 1 HOMEBUSH
1		814430	132 kV Transmission Substation	4589	Manning Street ROZELLE
3		216867	132 kV Transmission Substation	4592	Rodborough Road 7 & Allambie Road ALLAMBIE HEIGHTS
2 Concurrent Lease		519256	132 kV Transmission Substation	4593	Campbell St Clarendon & Carlotta Streets ARTARMON

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
30		752033	Network Easement	4601	Fletcher Road 2 - 16 & Garvan Road HEATHCOTE
38		752033	Network Easement	4602	Fletcher Road 1 - 15 & Garvan Road HEATHCOTE
13		1083043	Network Easement	4603	Warringah Road 530 FORESTVILLE
23		651583	Network Easement	4606	Janice Avenue 1 PADSTOW
1		602728	Network Easement	4607	Sir Thomas Mitchell Drive 3a DAVIDSON
1		602729	132 kV Transmission Substation	4608	Ralston Avenue BELROSE
1		556826	132 kV Transition Point	4609	Pittwater Road 201 EAST RYDE
1		602241	Network Easement	4610	Hakea Avenue FRENCHS FOREST
1		808722	Network Substation	4743	Forrester Street 1a KINGSGROVE
1		561015	132 kV Transmission Substation	4782	Columbia Lane 19 - 21 HOMEBUSH
101		623966	132 kV Transmission Substation	4782	Columbia Lane 19 - 21 HOMEBUSH
1		88921	132 kV Transmission Substation	4783	Ann Street 37 - 59 SURRY HILLS
1		798609	Switching Station	4784	Ann Street 33 - 35 SURRY HILLS
A		368006	Network Easement	4786	Boronia Road 43 GREENACRE
B		367988	Network Easement	4787	Cardigan Road 28 GREENACRE
A		355558	Network Easement	4788	Scott Street 16 PUNCHBOWL
35		663171	Network Easement	4789	Bridge Street 20 PADSTOW

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
6		23814	Network Easement	4790	Henry Lawson Drive 984 PADSTOW HEIGHTS
11		23814	Network Easement	4791	Clancy Street 30a PADSTOW HEIGHTS
1		522376	Network Easement	4792	Stratford Place ST IVES
1		378320	Network Easement	4793	Punchbowl Road 891a PUNCHBOWL
2	26	477	District (support) Establishment	4814	Underwood Road 16 - 30 & HOMEBUSH
39		834	District (support) Establishment	4814	Underwood Road 16 - 30 & HOMEBUSH
40		834	District (support) Establishment	4814	Underwood Road 16 - 30 & HOMEBUSH
41		834	District (support) Establishment	4814	Underwood Road 16 - 30 & HOMEBUSH
42		834	District (support) Establishment	4814	Underwood Road 16 - 30 & HOMEBUSH
43		834	District (support) Establishment	4814	Underwood Road 16 - 30 & HOMEBUSH
44		834	District (support) Establishment	4814	Underwood Road 16 - 30 & HOMEBUSH
1		380202	District (support) Establishment	4814	Underwood Road 16 - 30 & HOMEBUSH
1		398650	District (support) Establishment	4814	Underwood Road 16 - 30 & HOMEBUSH
1		825403	District (support) Establishment	4814	Underwood Road 16 - 30 & HOMEBUSH
Auto Consol		20001-26A & B	District (support) Establishment	4814	Underwood Road 16 - 30 & HOMEBUSH
B		974110	District (support) Establishment	4814	Underwood Road 16 - 30 & HOMEBUSH
C		974110	District (support) Establishment	4814	Underwood Road 16 - 30 & HOMEBUSH
1		621476	Switching Station	5414	Carlyle Road 2d (Tryon Road) EAST LINDFIELD

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		531920	Network Easement	5607	Blair Place ST IVES
50 Concurrent Lease		1063535	Depot/zone Substation	2816 & 2817	Old Illawarra Road 824 MENAI
Auto Consol		7230-233	132 kV Transmission Substation	5890	Underwood Road Cnr Pomeroy Street HOMEBUSH
2		803273	Zone Substation	1948 & 4186	Whistler Street 34 - 36 MANLY
2		1133892	Network Easement	6237	Pacific Highway East 54 OURIMBAH
1771		817949	Network Substation	6274	Cherrybrook Road 40 WEST PENNANT HILLS
1		825212	Zone Substation	6276	Rutleys Road 315 Cnr Vales Road MANNERING PARK
6		771621	District (support) Establishment / Zone Substation	3579 & 3580	Middleton Road 21 & Dympna Street DEE WHY WEST
1		515918	Depot/zone Substation	3778 & 4421	Reserve Road 86 & Campbell Street GORE HILL
1 Concurrent Lease		216015	Network Substation	8205	Payten Avenue 98a PUNCHBOWL
2 Concurrent Lease		605538	District (support) Establishment / Zone Substation	4136 & 4135	Brisbane Street & Wilfred Barrett Drive NORAVILLE
A		331611	Network Substation	9771	Albert Parade 46 & Frederick Street ASHFIELD
A		334561	Network Substation	9776	Carrington Street 2 & Smith Street SUMMER HILL
B		344691	Network Substation	9777	Georges River Road (Carshalton Rd 89) CROYDON PARK
1		173167	Network Substation	9779	Clissold Street & William Street ASHFIELD
Auto Consol		5184-50	Network Substation	9780	Croydon Road 159 - 167 CROYDON

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
B		331600	Network Substation	9783	Wood Street & Elizabeth Street ASHFIELD
B		331918	Network Substation	9787	Hanks Street Nr Hardy Street HURLSTONE PARK
1		133132	Network Substation	9795	Julia Street 6a ASHFIELD
2		333415	Network Substation	9798	Norton Street 83 Nr Holden Street ASHFIELD
1		945104	Network Substation	9799	Norton Street 209 Nr Milton Lane ASHFIELD
A		331605	Network Substation	9801	Park Avenue 65 ASHFIELD
1		203154	Network Substation	9805	Smith Street & Prospect Road 32 SUMMER HILL
72		130257	Network Substation	9806	Rawson Street 4 Nr Ramsay Road HABERFIELD
2		1010141	Network Substation	9808	Sloane Street 51b Nr Parramatta Road SUMMER HILL
1		829391	Network Substation	9993	Acacia Avenue 99a GREENACRE
Auto Consol		4658-5	Network Substation	10045	Carmen Street 2a SOUTH BANKSTOWN
15		204797	Network Substation	10077	Doyle Road 21 Opp. Fall Street REVESBY
11		16605	Network Substation	10094	Faraday Road 9 PADSTOW
2		16667	Network Substation	10101	George Street 6 YAGOONA
1		190662	Network Substation	10102	Gibson Avenue 72 PADSTOW
1		331741	Network Substation	10104	Glassop Street 14d BANKSTOWN
1		186399	Network Substation	10113	Henry Street 1a PUNCHBOWL
2		203159	Network Substation	10131	Johnston Road 64 BASS HILL
1		184178	Network Substation	10135	Lancaster Avenue 111a PUNCHBOWL

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
B		328349	Network Substation	10135	Lancaster Avenue 111a PUNCHBOWL
1		330438	Network Substation	10181	Noble Avenue 70a GREENACRE
1		184260	Network Substation	10182	Norman Street 17 CONDELL PARK
Y		441102	Network Substation	10183	Northam Avenue 79 BANKSTOWN
1		506515	Network Substation	10188	Picnic Point Road Nr Thomson Street PANANIA
9		12843	Network Substation	10217	Virgil Avenue 126 CHESTER HILL
1		58260	Network Substation	10275	Probert Street 123 & Regent Street NEWTOWN
1		58261	Network Substation	10275	Probert Street 123 & Regent Street NEWTOWN
159		755246	Zone Substation	10480	Brieses Road 28 PEATS RIDGE
1		203002	Network Substation	10513	Beecroft Road 177 & The Promenade BEECROFT
1		501410	Vacant Land	10761	Orion Road 2a LANE COVE WEST
49		12190	Network Substation	10778	Burt Street 26 ROZELLE
B		319313	Network Substation	10791	Elliott Street 64 BALMAIN
25		1352	Network Substation	10792	Fitzroy Avenue 46 BALMAIN
2		525688	Network Substation	10793	Ivory Lane & Flood Street LEICHHARDT
1		364372	Network Substation	10803	Grove Street 26a BIRCHGROVE
B		336311	Network Substation	10804	Hearn Street 45a Nr Albion Street LEICHHARDT
1		600249	Network Substation	10805	Hill Street 42 Nr Emma Street LEICHHARDT
39		667321	Network Substation	10806	William Street & James Street LEICHHARDT
1		82874	Network Substation	10813	Lookes Avenue 1a & Nicholson Street BALMAIN
4		513226	Network Substation	10816	Mackenzie Street 62 LEICHHARDT

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
2		335703	Network Substation	10822	Mary Street 44 Nr Church Street LILYFIELD
B		331924	Network Substation	10823	Moore Lane 7 Nr Crescent Street ROZELLE
1		79630	Network Substation	10824	Mort Street 2 BALMAIN
Auto Consol		2222-47	Network Substation	10827	O' Neill Street 70 Nr Lamb Street LILYFIELD
35	1	547	Network Substation	10831	Percival Street 26 LILYFIELD
B		331797	Network Substation	10834	Regent Street 70a Nr Edith & Flood Streets LEICHHARDT
1		945000	Network Substation	10836	Reynolds Avenue 15 Nr Hyam Street BALMAIN
A		310751	Network Substation	10850	Tebbutt Street 9 & Upward Street LEICHHARDT
2		435680	Network Substation	10854	Victoria Road 131 Nr Springside Street BALMAIN
Auto Consol		6105-225	Network Substation	10919	Balanaming Lane PETERSHAM
55		258	Network Substation	10922	Brighton Street Nr Railway Street PETERSHAM
6	11	111207	Network Substation	10922	Brighton Street Nr Railway Street PETERSHAM
1		119008	Network Substation	10933	College Street 33a Nr Kent Street NEWTOWN
4	4	743	Network Substation	10934	Corunna Road 151 Nr Cannon Street STANMORE
B		331774	Network Substation	10937	Burns Street PETERSHAM
13		79672	Network Substation	10940	Denison Road (Opp. Dulwich Street) DULWICH HILL
B		332407	Network Substation	10946	Metropolitan Road & Edgeware Lane NEWTOWN
6		79631	Network Substation	10972	Lord Street 113 Nr John Street NEWTOWN

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
X		412487	Network Substation	10973	Macauley Lane STANMORE
7		6553	Network Substation	10991	Salisbury Road Nr Lincoln Street STANMORE
Auto Consol		6623-100	Zone Substation	11317	Queen Street 14 A & Barden Street ARNCLIFFE
A		449582	Zone Substation	11317	Queen Street 14 A & Barden Street ARNCLIFFE
Auto Consol		5632-2	Zone Substation	11320	Banksia Road 7 - 13 CARINGBAH
1		133283	Zone Substation	11320	Banksia Road 7 - 13 CARINGBAH
1		534743	Zone Substation	11326	Russell Avenue 90 SANS SOUCI
1		207005	Network Substation	11566	Coronation Avenue 31a & Trevelyan St CRONULLA
A		180467	Network Substation	11582	Gosport Road 27 CRONULLA
1		442780	Zone Substation	11631	Cooper Street 2 & Railway Parade ENGADINE
1615		752011	Zone Substation	11712	Bourke Street 264 DARLINGHURST
65		66817	Network Substation	11758	Campbell Street 85 NEWTOWN
1		84826	Depot	11981	Lambert Street 15 - 19 CAMPERDOWN
100		129570	Zone Substation	11982	Lincoln Crescent WOOLLOOMOOLOO
1		135636	Network Substation	12190	Whateley Street 1a & Brown Lane NEWTOWN
1		444935	Network Substation	12190	Whateley Street 1a & Brown Lane NEWTOWN
2403		752038	Vacant Land	12253	Angophora Crescent 46 FORESTVILLE
202		579893	Zone Substation	12254	Lawrence Street HARBORD
112		204122	Vacant Land	12258	Ardsley Avenue 1 FRENCHS FOREST
1		531679	Zone Substation	12265	Barrenjoey Road 787 AVALON

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
14		448060	Network Substation	12273	Beacon Hill Road BEACON HILL
2734		752038	Zone Substation	12290	Cannons Parade Nr Cook Street FORESTVILLE
25		241941	Network Substation	12296	Churchill Crescent ALLAMBIE HEIGHTS
1		790755	Network Substation	12300	Collaroy Street COLLAROY
20	183	241344	Network Substation	12306	Corkery Crescent 12 ALLAMBIE HEIGHTS
21		729342	Network Substation	12312	Cousins Road BEACON HILL
12		237712	Network Substation	12323	Duke Street 19a FORESTVILLE
2402		752038	Zone Substation	12336	Prince Charles Road 111 A & Forest Way BELROSE
17	85	758566	Network Substation	12338	Sligo Close 11a KILLARNEY HEIGHTS
11	77	758566	Network Substation	12357	Greystone Road KILLARNEY HEIGHTS
27		239118	Network Substation	12358	Hoddle Crescent DAVIDSON
28		243843	Network Substation	12369	Kens Road 78 FRENCHS FOREST
24	86	758566	Network Substation	12370	Killala Avenue 4 KILLARNEY HEIGHTS
15	69	758304	Network Substation	12379	Maas Street CROMER
20		240153	Vacant Land	12380	Maitland Street Lot 20 DAVIDSON
2707		752038	Network Substation	12381	Maitland Street DAVIDSON
24	134	758304	Network Substation	12395	Nalya Road NARRAWEENA
2	152	239844	Network Substation	12444	Ronald Avenue HARBORD
2609		752038	Network Substation	12468	Wandella Road ALLAMBIE HEIGHTS
12	48	244645	Network Substation	12476	Wedgewood Crescent 36 BEACON HILL
3	133	758304	Network Substation	12480	Yallaroi Road 8a NARRAWEENA

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
10		572803	Depot/zone Substation	2710 & 10542	Caronia Avenue 22 - 24 & Searl Road CRONULLA
1		574108	Network Substation	13342	Margaret Street ASHFIELD
1		606446	Network Substation	14319	Young Street 241 REDFERN
1		587339	Communication Site	14660	Toomeys Road 63 MOUNT ELLIOTT
3		866785	Network Easement	15754	Greenacre Road 109 GREENACRE
8 Concurrent Lease		821188	132 kV Transmission Substation	15772	Toronto Street 12 At Toronto AWABA
18	S	15339	Zone Substation	15776	Wommara Avenue 39 - 47 BELMONT NORTH
19	S	15339	Zone Substation	15776	Wommara Avenue 39 - 47 BELMONT NORTH
20	S	15339	Zone Substation	15776	Wommara Avenue 39 - 47 BELMONT NORTH
17		512083	Zone Substation	15776	Wommara Avenue 39 - 47 BELMONT NORTH
16		512084	Zone Substation	15776	Wommara Avenue 39 - 47 BELMONT NORTH
1492		755233	Zone Substation	15777	Burwood Road 40 WHITEBRIDGE
1690		755233	Zone Substation	15777	Burwood Road 40 WHITEBRIDGE
21		522896	Zone Substation	15778	Pendlebury Road 50 (Nr Munibung Rd) CARDIFF
108		218054	Network Easement	15780	Pacific Highway 313 CHARLESTOWN
107		218054	Network Easement	15781	Pacific Highway 311 CHARLESTOWN
197		565194	Zone Substation	15782	Currans Road 7 & Cnr Newport Road 88 COORANBONG
2		251324	Zone Substation	15783	Kayuga Close 6 CAVES BEACH

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
Auto Consol		10846-2	Zone Substation	15784	Main Road 744 - 748 EDGEWORTH
Auto Consol		7388-66	Zone Substation	15784	Main Road 744 - 748 EDGEWORTH
Auto Consol		6907-103	Zone Substation	15784	Main Road 744 - 748 EDGEWORTH
Auto Consol		6120-105	Zone Substation	15784	Main Road 744 - 748 EDGEWORTH
1671		755233	Zone Substation	15785	Oakdale Road 20 GATESHEAD
1487		755233	Zone Substation	15786	Docker Street Cnr & Pacific Highway MARKS POINT
1691		755233	Zone Substation	15786	Docker Street Cnr & Pacific Highway MARKS POINT
1638		755233	Zone Substation	15788	Warner Bay Road 192 MOUNT HUTTON
1		541089	Vacant Land	15790	Belmont Street 1a & Galgabba Street SWANSEA
1		791993	T.c.a.t.	15792	Pacific Highway 392a SWANSEA SOUTH
1		214129	Zone Substation	15794	Carleton Street Cnr Fenton Avenue TORONTO
15		239405	33kv Transmission Line Or Cable	15797	City Road Cnr Bruner Road ADAMSTOWN
5		229558	Switching Station	15800	King Street 41 ADAMSTOWN
3140		755247	Vacant Land	15801	Kilgour Avenue BAR BEACH
630		1180006	Depot/zone Substation	15802	Weakleys Drive 55 BERESFIELD
13	A	9211	Zone Substation	15804	Stephen Street BROADMEADOW
14	A	9211	Zone Substation	15804	Stephen Street BROADMEADOW
15	A	9211	Zone Substation	15804	Stephen Street BROADMEADOW
4		522837	Zone Substation	15804	Stephen Street BROADMEADOW

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
6		531311	Zone Substation	15804	Stephen Street BROADMEADOW
1		663799	Zone Substation	15804	Stephen Street BROADMEADOW
2		776930	Zone Substation	15804	Stephen Street BROADMEADOW
218		805924	Zone Substation	15804	Stephen Street BROADMEADOW
6	41	758233	Vacant Land	15806	Darling Street 38b CARRINGTON
7	30	758233	Kiosk Type Substation	15807	Hill Street 102 CARRINGTON
1		215012	132 kV Transmission Substation	15813	Chatham Street & Coady Street HAMILTON SOUTH
2		215012	132 kV Transmission Substation	15813	Chatham Street & Coady Street HAMILTON SOUTH
1		217358	132 kV Transmission Substation	15813	Chatham Street & Coady Street HAMILTON SOUTH
5		997436	132 kV Transmission Substation	15813	Chatham Street & Coady Street HAMILTON SOUTH
6		997436	132 kV Transmission Substation	15813	Chatham Street & Coady Street HAMILTON SOUTH
7		997436	132 kV Transmission Substation	15813	Chatham Street & Coady Street HAMILTON SOUTH
22		539701	Zone Substation	15815	Northcott Drive 31 (Nr Park Ave) KOTARA
1		653849	Vacant Land	15817	Industrial Drive 24 MAYFIELD
8		8518	Kiosk Type Substation	15818	Fitzroy Street Cnr Waratah Street MAYFIELD
B		100566	Cottage Type Substation	15819	Hann Street 8 MAYFIELD
31		581928	Zone Substation	15820	Vickers Street MAYFIELD
267		227126	Switching Station	15823	Flowerdale Avenue 28 MEREWETHER

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		1081827	Network Substation	15827	King Street 171 NEWCASTLE
2		1081827	Network Substation	15827	King Street 171 NEWCASTLE
3		1081827	Network Substation	15827	King Street 171 NEWCASTLE
1		413100	Network Substation	15829	King Street 26a NEWCASTLE
609		866079	Network Substation	15829	King Street 26a NEWCASTLE
7		1081882	Cottage Type Substation	15830	Lauers Lane 19 NEWCASTLE
2		37815	Network Substation	15831	Light Street 17 BAR BEACH
101		786055	Vacant Land	15832	Tyrrell Street 61 THE HILL
11		541910	Zone Substation	15835	Croudace Street 214 (Nr Russell Road) NEW LAMBTON HEIGHTS
44		753191	Vacant Land	15836	Fullerton Street 193 STOCKTON
37		753191	Vacant Land	15837	Fullerton Street 336 STOCKTON
1		529611	Zone Substation	15838	Fullerton Street STOCKTON
2		576617	Zone Substation	15838	Fullerton Street STOCKTON
28	12	758929	Vacant Land	15839	Roxburgh Street 78b STOCKTON
1		329478	Network Substation	15840	Henry Street TIGHES HILL
122 Concurrent Lease		629521	Depot/zone Substation	15841	Abbott Street 78 WALLSEND
3		725532	Depot/zone Substation	15841	Abbott Street 78 WALLSEND
450		748350	Depot/zone Substation	15841	Abbott Street 78 WALLSEND
1		615077	Kiosk Type Substation	15843	Harris Street 1 WALLSEND

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
85		24977	Network Easement	15847	Queen Street 28a WARATAH
292		40038	Depot/zone Substation	15851	South Avenue 23 Cnr Darwin Street CESSNOCK
2		608084	Depot/zone Substation	15851	South Avenue 23 Cnr Darwin Street CESSNOCK
20		608964	Zone Substation	15854	Millfield Road PAXTON
11		528922	Zone Substation	15856	Mudgee Road Lot 11 BAERAMI
1		615786	Zone Substation	15859	Merriwa Road 101 (Kenilworth Street) DENMAN
111		815033	Depot/zone Substation	15861	Thomas Mitchell Drive 41 MUSWELLBROOK
1		1090331	Depot/zone Substation	15861	Thomas Mitchell Drive 41 MUSWELLBROOK
11		839233	132 kV Transmission Substation	15862	Limestone Road (Off Mccullys Gap Road) MUSWELLBROOK
227		752484	Zone Substation	15863	Queen Street MUSWELLBROOK
228		752484	Zone Substation	15863	Queen Street MUSWELLBROOK
1		609300	Network Substation	15864	Peberdys Road SANDY HOLLOW
379		530046	Zone Substation	15865	Brisbane Street Cnr Perth Avenue EAST MAITLAND
100		875117	Zone Substation	15866	St Andrews Street 22 - 30 MAITLAND
101		875117	Zone Substation	15866	St Andrews Street 22 - 30 MAITLAND
102		875117	Zone Substation	15866	St Andrews Street 22 - 30 MAITLAND
103		875117	Zone Substation	15866	St Andrews Street 22 - 30 MAITLAND
1		1082141	Zone Substation	15868	Anderson Drive 3 TARRO
2		1082141	Zone Substation	15868	Anderson Drive 3 TARRO
590		1082264	Vacant Land	15869	Off Woodberry Road TARRO

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		1080492	Zone Substation	15870	Elizabeth Street TELARAH
1741 Concurrent Lease		634868	Zone Substation	15871	Hausman Drive 121 THORNTON
1		747609	Vacant Land	15873	Golden Highway 8 MERRIWA
1		657161	Zone Substation	15880	Nelson Bay Road 1822 WILLIAMTOWN
1		808301	Zone Substation	15881	Lemington Road LEMINGTON
100		700429	Zone Substation	15882	New England Highway LIDDELL
1		616940	132 kV Transmission Substation	15883	Maison Dieu Road 821 MAISON DIEU
40		587922	Zone Substation	15884	Jerrys Plains Road Off Warkworth Road MOUNT THORLEY
102		581650	Depot/zone Substation	15887	Maitland Road & Orchard Lane SINGLETON
1		1087722	Depot/zone Substation	15887	Maitland Road & Orchard Lane SINGLETON
2		1087722	Depot/zone Substation	15887	Maitland Road & Orchard Lane SINGLETON
3		1087722	Depot/zone Substation	15887	Maitland Road & Orchard Lane SINGLETON
1		554477	Zone Substation	15890	Moonan Street Lot 1 MOONAN FLAT
1		174216	Network Easement	15941	Jannali Avenue 67 JANNALI
4		1082275	Network Substation	15948	Ada Street WARATAH
31		569847	Vacant Land	16023	King Street 193 NEWCASTLE
661		1115844	Depot/zone Substation	17175	Mandalong Road 20 MORISSET
14		817507	132 kV Transmission Substation	17177	Lorna Street WARATAH

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
10		864725	Network Substation	17609	Dutruc Street 9s Nr Chapel Street RANDWICK
3		868331	Network Substation	17791	Fullers Road 171 CHATSWOOD
1243		875337	Network Substation	17802	Nichol Lane BERALA
1		1002312	Zone Substation	18006	Mackenzie Street 64 MERRIWA
31		1116680	Zone Substation	18054	Racecourse Road 173 (Joins Kyle St) RUTHERFORD
1096		262816	Network Easement	18070	Oak Place 8 MUSWELLBROOK
1088		262816	Network Easement	18071	Acacia Drive 50 MUSWELLBROOK
26		841160	Switching Station	20284	Hebden Road RAVENSWORTH
1		858171	132 kV Transmission Substation	21042	Off Main Road HEDDON GRETA
1		33958	Depot/zone Substation	11646 & 9661	Toronto Parade 36 & Wattle Road JANNALI
102 Concurrent Lease		805244	132 kV Transmission Substation	6275 & 15720	Military Road 8 MATRAVILLE
1		1053177	Zone Substation	30494	Bridgman Road SINGLETON
20		840668	132 kV Transmission Substation	30886	Access Off Construction Road ERARING
10		1125890	Zone Substation	31061	Blackwattle Place 1 DARLING HARBOUR
3541		1044499	Zone Substation	31471	Stockton Street Part 131 NELSON BAY
1		1006960	Zone Substation	31871	Waterloo Road 17 - 21 MACQUARIE PARK
10		1016203	Network Substation	31872	Barrenjoey Road 324a & The Boulevard NEWPORT

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
4		598847	132 kV Transmission Substation	32409	Wine Country Drive Lot 4 ROTHBURY
3 Concurrent Lease		558672	Zone Substation	32856	Bourke Road 102 - 108 ALEXANDRIA
4		558672	Zone Substation	32856	Bourke Road 102 - 108 ALEXANDRIA
101		803192	Zone Substation	32906	Fletcher Street & Boreas Street NULKABA
1		575486	Zone Substation	33031	Tingira Drive 16 TINGIRA HEIGHTS
2		1122111	Zone Substation	33183	Campbell Street 112 & Goulburn St SURRY HILLS
72		1119950	132 kV Transmission Substation	33500	Raven Street Lot 72 KOORAGANG ISLAND
52		1112867	Zone Substation	33989	Minmi Road 151 MARYLAND
1271		1068860	Zone Substation	34243	Tanilba Avenue 83 TANILBA BAY
101		1045169	Cottage Type Substation	34348	Maud Street 2c MAYFIELD
21		1057351	Zone Substation	34988	Hannell Street & Elizabeth Street WICKHAM
104		28366	Vacant Land	35592	Kalinda Road Lot 104 BAR POINT
40		1054136	132 kV Transmission Substation	36183	Powell Street 8 CHARLESTOWN
1		323555	Network Substation	36587	Homebush Road 256 STRATHFIELD
205		1070348	Vacant Land	36781	Stenhouse Drive CAMERON PARK
206		1070348	Vacant Land	36781	Stenhouse Drive CAMERON PARK
Y		404975	Vacant Land	37069	Purkis Street 4 CAMPERDOWN
X		404975	Vacant Land	37070	Purkis Street 2 CAMPERDOWN

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1 Concurrent Lease		632378	132 kV Transmission Substation	6289, 15567 & 16014	Pymont Street 77 - 89 PYRMONT
451		1078537	Zone Substation	37891	Lake Road 537 ARGENTON
11		725721	Zone Substation	38094	Sussex Street 51 - 63 SYDNEY
1		1188966	Zone Substation	38094	Sussex Street 51 - 63 SYDNEY
100		1088512	Vacant Land	39008	Sussex Street 79a (Slip Road) SYDNEY
101		581956	Zone Substation	39196	Galston Road 393 GALSTON
1		369925	Residential Cottage	39422	Talbot Street 40 RIVERWOOD
403		1119120	Zone Substation	39475	New England Highway Lot 403 SCONE
10		559482	Residential Cottage	39898	Cardiff Road 83 ELERMORE VALE
11		559482	Residential Cottage	39898	Cardiff Road 83 ELERMORE VALE
1		661082	Vacant Land	40125	Bryant Street 103 ROCKDALE
108		1092660	Zone Substation	40257	20 Camfield Drive (Heatherbrae) RAYMOND TERRACE
109 Concurrent Lease		1092660	Zone Substation	40257	20 Camfield Drive (Heatherbrae) RAYMOND TERRACE
201		1126914	Vacant Land	40490	Pacific Highway West 10 DOYALSON
65		29639	Residential Cottage	40537	Tall Timbers Road 32 WAMBERAL
8		6653	Zone Substation	40547	Yates Road 4 OURIMBAH
A		400337	Residential Cottage	40627	Gungah Bay Road 10 OATLEY
1335		776024	Residential Cottage	40628	Virginia Road 1 - 13 WARNERVALE

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		563690	Future Zone Substation	40775	Albany Street 25 - 27 CROWS NEST
6		562370	Residential Cottage	40833	Sylvania Road 129 MIRANDA
21		1189291	Zone Substation	40839	Pitt Street 400 Cnr Hay And Campbell St SYDNEY
22		1189291	Zone Substation	40839	Pitt Street 400 Cnr Hay And Campbell St SYDNEY
16		270249	132 kV Transmission Substation	40999	Tourle Street & McIntosh Drive MAYFIELD WEST
1		11381	Zone Substation	41033	Buffalo Road 189 - 191 RYDE
2		832503	Zone Substation	41034	Buffalo Road 181 - 187 RYDE
1		24474	132 kV Transmission Substation	41091	Ward Street 3 - 11 NORTH SYDNEY
1A		24474	132 kV Transmission Substation	41091	Ward Street 3 - 11 NORTH SYDNEY
2		24474	132 kV Transmission Substation	41091	Ward Street 3 - 11 NORTH SYDNEY
2A		24474	132 kV Transmission Substation	41091	Ward Street 3 - 11 NORTH SYDNEY
4		24474	132 kV Transmission Substation	41091	Ward Street 3 - 11 NORTH SYDNEY
4A		24474	132 kV Transmission Substation	41091	Ward Street 3 - 11 NORTH SYDNEY
5		24474	132 kV Transmission Substation	41091	Ward Street 3 - 11 NORTH SYDNEY
5A		225770	132 kV Transmission Substation	41091	Ward Street 3 - 11 NORTH SYDNEY
1		593976	132 kV Transmission Substation	41091	Ward Street 3 - 11 NORTH SYDNEY

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
1		85494	Zone Substation	41189	Chatham Street 195 - 199 HAMILTON SOUTH
1		154721	Zone Substation	41189	Chatham Street 195 - 199 HAMILTON SOUTH
1		155358	Zone Substation	41189	Chatham Street 195 - 199 HAMILTON SOUTH
1		721829	Zone Substation	41189	Chatham Street 195 - 199 HAMILTON SOUTH
21		855643	132 kV Transmission Substation	41239	Johnson Avenue 24 KURRI KURRI
D		420505	Zone Substation	41320	Railway Parade 260 - 262 & English St 8 KOGARAH
1		1188418	Zone Substation	41320	Railway Parade 260 - 262 & English St 8 KOGARAH
107		2739	Vacant Land	41321	The Entrance Road 113 - 115 ERINA
22		4346	Zone Substation	41354	The Avenue 7 ROSE BAY
B		319623	Zone Substation	41400	The Avenue 9a ROSE BAY
A		319623	Zone Substation	41401	The Avenue 9 ROSE BAY
49	B	1297	Vacant Land	41452	Patrick Street 198 HURSTVILLE
101		1126730	Zone Substation	41488	Empire Bay Drive 276 - 304 EMPIRE BAY
474		1138964	132 kV Transmission Substation	41586	Wilton Road & Wangi Road RATHMINES
1		1147459	132 kV Transmission Substation	41586	Wilton Road & Wangi Road RATHMINES
41		1133909	Vacant Land	41588	Fleet Street 79 & New England Highway BRANXTON
11	1	3308	Vacant Land	41595	Military Road 494 - 500 MOSMAN
19		3547	Vacant Land	41595	Military Road 494 - 500 MOSMAN
1	D	4628	Vacant Land	41595	Military Road 494 - 500 MOSMAN

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
2	D	4628	Vacant Land	41595	Military Road 494 - 500 MOSMAN
1		1124862	Zone Substation	41706	Samuel Street 29 MONA VALE
9		17642	Zone Substation	41738	Pacific Highway 1225 TURRAMURRA
24		667465	Zone Substation	41886	The Avenue 11 ROSE BAY
3 Concurrent Lease	D	4628	Miscellaneous Establishment	42206	Military Road 516 MOSMAN
4 Concurrent Lease	D	4628	Miscellaneous Establishment	42206	Military Road 516 MOSMAN
435		42566	Residential Cottage	42212	Jessie Lane 6 ANNA BAY
30		752485	Zone Substation	42216	New England Highway Lot 30 ABERDEEN
Auto Consol		9858-19	Zone Substation	42216	New England Highway Lot 30 ABERDEEN
21		1162933	Vacant Land	42305	New England Highway 1207 LOCHINVAR
100		1125059	Vacant Land	42313	Queen Street MUSWELLBROOK
7		818246	Vacant Land	42520	O'riordan Street 15 ALEXANDRIA
53	B	1297	Residential Cottage	42719	Patrick Street 190 HURSTVILLE
1		794777	Zone Substation	42724	Clarence Town Road 1150 SEAHAM
52	B	1297	Vacant Land	42760	Patrick Street 192 HURSTVILLE
51	B	1297	Vacant Land	42766	Patrick Street 194 HURSTVILLE
50	B	1297	Vacant Land	42767	Patrick Street 196 HURSTVILLE
Auto Consol		7834-186	Vacant Land	42855	Dunlop Street 7 - 9 SOUTH STRATHFIELD
1		191981	Residential Cottage	42868	Croydon Road 153 CROYDON

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
2		191981	Vacant Land	42869	Croydon Road 155 CROYDON
3		191981	Zone Substation	42870	Croydon Road 157 CROYDON
211		1172133	Zone Substation	42930	Royal North Shore Hospital Campus ST LEONARDS
21		5567	Depot	43088	Mountain Street 43 - 49 ULTIMO
416		41113	Zone Substation	43101	Turton Street 67 METFORD
14		1164349	Vacant Land	43102	Woodbine Place TORONTO
4		38904	Zone Substation	43134	School Drive 37 - 41 TOMAGO
5		38904	Zone Substation	43134	School Drive 37 - 41 TOMAGO
60		774446	Zone Substation	43134	School Drive 37 - 41 TOMAGO
3		239924	Miscellaneous Establishment	43138	Mccabe Place 8 CHATSWOOD
24		667464	Residential Cottage	43149	The Avenue 11a ROSE BAY
1		434884	Vacant Land	43311	Elizabeth Street 73 TIGHES HILL
8	1	313	Vacant Land	43349	Alexandra Street 7 CROYDON
1		501095	Commercial Building	43413	Hume Highway 222 - 230 GREENACRE
2		501095	Commercial Building	43413	Hume Highway 222 - 230 GREENACRE
3		651301	Commercial Building	43413	Hume Highway 222 - 230 GREENACRE
10		715022	Commercial Building	43413	Hume Highway 222 - 230 GREENACRE
1		324260	Vacant Land	43443	Bryant Street 105 ROCKDALE
105		1082091	Vacant Land	43556	Alabama Road SCONE
1		592945	Zone Substation	43589	Anglesea Street 38 BONDI

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
3		592945	Zone Substation	43589	Anglesea Street 38 BONDI
2		592945	Zone Substation	43590	Anglesea Street 40 BONDI
1		79974	Zone Substation	43592	Anglesea Street 44 BONDI
22		715103	Zone Substation	43625	Medowie Road 529 MEDOWIE
2		999773	Residential Cottage	43626	Cabbage Tree Road 63 WILLIAMTOWN
1		1159404	Vacant Land	43662	Moonan Street MOONAN FLAT
3		1159404	Vacant Land	43662	Moonan Street MOONAN FLAT
1		1158786	Vacant Land	43682	Millfield Road PAXTON
1		1109734	Zone Substation	43753	Off Hospital Road KURRI KURRI
1		84771	Vacant Land	43775	Bourke Road 65 ALEXANDRIA
Auto Consol		1470-104	Vacant Land	43823	Pacific Highway 607 CHATSWOOD
101		1158942	Vacant Land	43875	Bryant Street 107 ROCKDALE
2		503294	Residential Cottage	43936	Bridge Road 61a HORNSBY
6		669016	Vacant Land	43963	Underwood Road 14 HOMEBUSH
1		742024	Zone Substation	43972	Anglesea Street 46 BONDI
100		1015139	Miscellaneous Establishment	44176	Victoria Avenue 69 - 75 CHATSWOOD
199		1176551	Future Zone Substation	44188	Croudace Road NEW LAMBTON
200		1176551	Future Zone Substation	44188	Croudace Road NEW LAMBTON
1		1179404	Vacant Land	44222	Golden Highway 1831 SANDY HOLLOW
2		555791	Residential Cottage	44242	Clovelly Road 86 RANDWICK
1		575487	Vacant Land	44404	Off Bourke Road ALEXANDRIA

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
A		354971	Vacant Land	44501	Greenacre Road 81 GREENACRE
126		1180585	Vacant Land	44511	Elwell Close Lot 126 BERESFIELD
Auto Consol		5966-87	Vacant Land	44536	South Avenue 5 CESSNOCK
3		154674	Residential Cottage	44544	Glebe Road 444 HAMILTON
9		17243	Residential Cottage	44778	Pacific Highway 464 & Henry Street 26 BELMONT
1		345082	Residential Cottage	44778	Pacific Highway 464 & Henry Street 26 BELMONT
9	4	2080	Miscellaneous Establishment	44779	Pacific Highway 456 - 462 & Henry St 24 BELMONT
1		17243	Miscellaneous Establishment	44779	Pacific Highway 456 - 462 & Henry St 24 BELMONT
8		17243	Miscellaneous Establishment	44779	Pacific Highway 456 - 462 & Henry St 24 BELMONT
2		658238	Miscellaneous Establishment	44779	Pacific Highway 456 - 462 & Henry St 24 BELMONT
1		1029778	Miscellaneous Establishment	44779	Pacific Highway 456 - 462 & Henry St 24 BELMONT
38 Concurrent Lease		817136	Miscellaneous Establishment	44841	Bourke Road 56 - 60 ALEXANDRIA
9	S	9252	Vacant Land	44889	South Avenue 3 CESSNOCK
4		251324	Commercial Building	45100	Kayuga Close 2 CAVES BEACH
10	S	9252	Vacant Land	45103	South Avenue 1 CESSNOCK
420		41113	Vacant Land	45174	Chelmsford Drive METFORD
1		841773	Residential Cottage	45209	James Street 2/14 SUMMER HILL
2		841773	Residential Cottage	45211	Old Canterbury Road 240 SUMMER HILL
101		1170291	Zone Substation	45304	Rutleys Road MANNERING PARK

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Lot Number	Section Number	Plan Number	Usage	PMIS	Address
Auto Consol		3313-79	Vacant Land	45359	Darwin Street CESSNOCK
1		1188893	Vacant Land	45359	Darwin Street CESSNOCK
2		1188893	Vacant Land	45359	Darwin Street CESSNOCK
12		839233	Vacant Land	45360	Coal Road Lot 12 & Limestone Road MUSWELLBROOK
3		587953	Residential Cottage	45447	Medowie Road 527 MEDOWIE
2		514055	Commercial Building	45539	Bonds Road 78 - 80 ROSELANDS
1		1191148	132 kV Transmission Substation	46217	Scenic Drive COLONGRA
6		1160356	Vacant Land	47642	Weakleys Drive, 53 BERESFIELD
5791		1128298	Zone Substation	15877 & 41582	Nelson Bay Road 4688 Cnr Frost Road 1 ANNA BAY

Lease Annexure A Distribution Network Lease

Part 2 – Head Leases and Leasehold Land (Network Leased Land)

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
B/387825	5111372	Customer Substation	16983	Braidwood Street ENFIELD NSW 2136
21/1158661	AK230758	Customer Substation	41809	Erskine Street, Near Shelly Street, 12 (King St Wharf Site 6) DARLING HARBOUR NSW 2000
CP/SP93831	AK554184	Customer Substation	46944	Botany Road, 767- 779 ROSEBERRY NSW 2018
CP/SP93491	AK490480	Customer Substation	47311	Dalmeny Avenue, 94- 102 ROSEBERRY NSW 2018
1/449699	AK392156	Customer Substation	46693; 46694	Cleveland Street, 157 – 161 NSW 2000
CP/SP61436	5252813	Customer Substation	160	Macquarie Road AUBURN NSW 2144
31/709060A; 31/709060B	AB947575	Customer Substation	323	Rookwood Road, 43 CHULLORA NSW 2190
CP/SP6898	6351064	Customer Substation	1530	The Strand MORTDALE NSW 2223
CP/SP6522	X3966547	Customer Substation	1713	296 - 298 Burns Bay Road, LANE COVE NSW 2066
1/857008	9409668	Customer Substation	2013	Petersham Lane PETERSHAM NSW 2049
CP/SP69371	9150877	Customer Substation	2269	Anzac Parade, 1094 - 1118 (Nr Beauchamp Road) MAROUBRA NSW 2035
CP/SP77992	AB430496	Customer Substation	2430	Villiers Street, 29 ROCKDALE NSW 2216

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP5267	7137920	Customer Substation	2671	Arthur Avenue, 18 - 20 CRONULLA NSW 2230
1/61495	AA463066	Customer Substation	3216	Phillip Street, 169 SYDNEY NSW 2000
1/1068612	AB940164	Customer Substation	3406	Pittwater Road, 776 - 780 BROOKVALE NSW 2100
B/369309	AE49682	Customer Substation	3512	Condamine Street, 258 - 260 (Innes Road) MANLY VALE NSW 2093
2/600059	2186823	Customer Substation	3609	Old Pittwater Road BROOKVALE NSW 2100
5/787029	5682320	Network Access	6288	Mill Pond Road (General Holmes Drive, Botany) MASCOT NSW 2020
6/965245	P604271	Customer Substation	6421	Bland Street ASHFIELD NSW 2131
1/609849	Q697837	Customer Substation	6423	Botany Road MASCOT NSW 2020
CP/SP58268	N989739	Customer Substation	6424	Cavill Avenue, 8 ASHFIELD NSW 2131
CP/SP4611	Z292226	Customer Substation	6427	Grosvenor Crescent SUMMER HILL NSW 2130
CP/SP71675	P365939	Customer Substation	6428	Norton Street ASHFIELD NSW 2131
2/241708	U811834	Customer Substation	6430	Aquatic Drive, 8 BEACON HILL NSW 2100
1/944024; 1/945252	P689943	Customer Substation	6431	Parramatta Road ASHFIELD NSW 2131

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/73521	U930280	Customer Substation	6432	Smith Street SUMMER HILL NSW 2130
1/SP39419	W668479	Customer Substation	6433	Forest Road PEAKHURST NSW 2210
1/231930	X321694	Customer Substation	6437	Mirrabooka Crescent LITTLE BAY NSW 2036
8/776611	I556828	Customer Substation	6438	Bennelong Road HOMEBUSH BAY NSW 2127
CP/SP51383	O157995	Customer Substation	6445	Beresford Street MASCOT NSW 2020
12/736905	E616301	Customer Substation	6446	Beauchamp Road MATRAVILLE NSW 2036
12/240116	Y727601	Customer Substation	6448	Carnarvon Street SILVERWATER NSW 2128
1/749182	R340531	Customer Substation	6449	Carnarvon Street AUBURN NSW 2144
9/240116	P404073	Customer Substation	6451	Carnarvon Street, 99 AUBURN NSW 2144
432/862103	S572972	Customer Substation	6453	Carolyn Street SILVERWATER NSW 2128
17/225350	Y39229	Customer Substation	6454	Carter Street, 1 - 5 LIDCOMBE NSW 2141
54/1201206	7436055	Customer Substation	6456	Carter Street, 24 LIDCOMBE NSW 2141
101/1211147	X977142	Customer Substation	6458	Chisholm Road, 325 AUBURN NSW 2144
C/446348	6281092	Customer Substation	6459	Chisholm Road, 323 AUBURN NSW 2144

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
Auto Consol 7669-92	X443677	Customer Substation	6460	Clyde Street SILVERWATER NSW 2128
1/227502 2/227502	P942521	Customer Substation	6461	Clyde Street SILVERWATER NSW 2128
CP/SP44285	P68994	Customer Substation	6462	Dartbrook Road, 132 - 138 AUBURN NSW 2144
Auto Consol 14195-11	AE175268	Customer Substation	6463	Fariola Street, 25 - 33 LIDCOMBE NSW 2141
Auto Consol 11775-109	S817841	Customer Substation	6467	Derby Street SILVERWATER NSW 2128
2/1012099	Z715974	Customer Substation	6470	Duck Street AUBURN NSW 2144
100/1199035	Y443642	Customer Substation	6471	Egerton Street SILVERWATER NSW 2128
1/1172593	Y610645	Customer Substation	6472	Eastern Valley Way CHATSWOOD NSW 2067
4/633928	T341863	Customer Substation	6473	Egerton Street LIDCOMBE NSW 2141
Auto Consol 8635-76	T670099	Customer Substation	6474	Barber Avenue EASTLAKES NSW 2018
3/778343	T191666	Customer Substation	6475	Everley Road AUBURN NSW 2144
Auto Consol 14195-11; 8/56/5818	AE175267	Customer Substation	6476	Fariola Street SILVERWATER NSW 2128
1/1190327	S510309	Customer Substation	6477	Fariola Street SILVERWATER NSW 2128
Auto Consol 12984-81	8799676	Customer Substation	6478	Fariola Street, 19 SILVERWATER NSW 2128

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
2/554974	P306188	Customer Substation	6479	Fisher Street AUBURN NSW 2144
1/602703	U146609	Customer Substation	6480	Baker Street EAST BOTANY NSW 2019
200/1170611	Y224952	Customer Substation	6482	Giffard Street LIDCOMBE NSW 2141
CP/SP22549	P689945	Customer Substation	6483	Gormley Street LIDCOMBE NSW 2141
Auto Consol 12203-10	Y233498	Customer Substation	6484	Grace Avenue LIDCOMBE NSW 2141
1/213949	U613781	Customer Substation	6485	Parramatta Road SILVERWATER NSW 2128
C/26290	P903551	Customer Substation	6487	Parramatta Road, 276 AUBURN NSW 2144
Auto Consol 10127-241	W515438	Customer Substation	6489	Harrow Road AUBURN NSW 2144
100/1013527	R238815	Customer Substation	6490	Baker Street EAST BOTANY NSW 2019
23/876995	T63873	Customer Substation	6492	Holker Street SILVERWATER NSW 2128
2/570959	P405457	Customer Substation	6494	John Street LIDCOMBE NSW 2141
11/1102278	P404075	Customer Substation	6495	John Street LIDCOMBE NSW 2141
3/589764	X376216	Customer Substation	6499	King Avenue LIDCOMBE NSW 2141
9/240341	V974421	Customer Substation	6500	Melissa Street AUBURN NSW 2144

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/206546	8506848	Customer Substation	6501	Mons Street, 67 LIDCOMBE NSW 2141
B/300670	Q835295	Customer Substation	6503	Norval Street AUBURN NSW 2144
CP/SP62293	T587303	Customer Substation	6504	Aylesbury Street BOTANY NSW 2019
110/1141813	U198393	Customer Substation	6506	Nyrang Street LIDCOMBE NSW 2141
2/863809	I599873	Customer Substation	6508	Nyrang Street LIDCOMBE NSW 2141
2/740385	5442640	Customer Substation	6509	Nyrang Street, 27 LIDCOMBE NSW 2141
B/402375	S449640	Customer Substation	6510	Parramatta Road AUBURN NSW 2144
CP/SP75942	S916000	Customer Substation	6520	Picken Street SILVERWATER NSW 2128
11/533334	R542147	Customer Substation	6522	Princes Road AUBURN NSW 2144
2/536767	I7405	Customer Substation	6524	Queen Street, 1b AUBURN NSW 2144
10/559017	E205909	Customer Substation	6525	Raglan Road AUBURN NSW 2144
9/245064	P864275	Customer Substation	6526	Rawson Street AUBURN NSW 2144
1/500093	T548708	Customer Substation	6529	River Street SILVERWATER NSW 2128
1/500051	Y434754	Customer Substation	6532	Short Street AUBURN NSW 2144

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP77517	U897359	Customer Substation	6533	Waratah Street, 30 - 38 KIRRAWEE NSW 2232
Auto Consol 3147-163	E828886	Customer Substation	6534	Silverwater Road SILVERWATER NSW 2128
1/613306	U94502	Customer Substation	6536	Skarratt Street, 30 - 32 (Rear Unit C) AUBURN NSW 2144
100/1038054	5972500	Customer Substation	6537	Parramatta Road, 119 - 123 AUBURN NSW 2144
100/629887	V485449	Customer Substation	6538	Stubbs Street AUBURN NSW 2144
11/1033733	T862879	Customer Substation	6539	Suttor Street SILVERWATER NSW 2128
A/163069	W717989	Customer Substation	6540	Taylor Street LIDCOMBE NSW 2141
6/215991	S853551	Customer Substation	6541	Town Hall Lane AUBURN NSW 2144
A/900973	Y234011	Customer Substation	6543	Vore Street SILVERWATER NSW 2128
CP/SP77165	E234566	Customer Substation	6544	Wetherill Street, 92 SILVERWATER NSW 2128
200/747243	U752615	Customer Substation	6546	Wetherill Street SILVERWATER NSW 2128
21/48/5818	P978604	Customer Substation	6547	Wetherill Street SILVERWATER NSW 2128
24/9284	E828885	Customer Substation	6549	Allingham Street CONDELL PARK NSW 2200
1/620179	T772669	Customer Substation	6551	Anzac Street GREENACRE NSW 2190

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP89012	T896540	Customer Substation	6552	Ashford Avenue, 91 MILPERRA NSW 2214
105/752013	T969478	Customer Substation	6553	Ashford Avenue MILPERRA NSW 2214
117/752013	T672451	Customer Substation	6554	Ashford Avenue MILPERRA NSW 2214
1/716510B	O186442	Customer Substation	6555	Victor Street CHATSWOOD NSW 2067
3/734460	V631113	Customer Substation	6558	Beaconsfield Street & Horsley Road MILPERRA NSW 2214
3/734460	AF9064	Customer Substation	6559	Horsley Road MILPERRA NSW 2214
CP/SP63608	R526969	Customer Substation	6560	Bellevue Avenue GEORGES HALL NSW 2198
53/15715	E721846	Customer Substation	6561	Bellona Avenue REGENTS PARK NSW 2143
100/819660	E593209	Customer Substation	6563	Bellona Avenue REGENTS PARK NSW 2143
1/793174	R928422	Customer Substation	6564	Bellona Avenue REGENTS PARK NSW 2143
1/210200	T306867	Customer Substation	6567	Beresford Avenue GREENACRE NSW 2190
47/25402	Y901644	Customer Substation	6568	Biloela Street, 64 VILLAWOOD NSW 2163
A/412909	E715501	Customer Substation	6571	Birmingham Avenue VILLAWOOD NSW 2163

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP37608	Z255528	Customer Substation	6572	Birmingham Avenue, 7 VILLAWOOD NSW 2163
5/607248	T37981	Customer Substation	6573	Birmingham Avenue, 2a (At Rear Of Property) VILLAWOOD NSW 2163
10/244177	V534805	Customer Substation	6574	Blaxland Place MILPERRA NSW 2214
2/552227	P433358	Customer Substation	6575	Brett Street REVESBY NSW 2212
2/210705	Y760067	Customer Substation	6576	Brunker Road GREENACRE NSW 2190
2/828735	I199403	Customer Substation	6577	Anzac Street CHULLORA NSW 2190
204/1020532	V75694	Customer Substation	6578	Bryant Street PADSTOW NSW 2211
1/207935	X415068	Customer Substation	6579	Maloney Street ROSEBERY NSW 2018
2/1120912; 3/1130756	7716109	Customer Substation	6581	Canterbury Road, 96 PADSTOW NSW 2211
2/508708	8748079	Customer Substation	6582	Canterbury Road, 88 PADSTOW NSW 2211
15/2/5477	Q75156	Customer Substation	6583	Canterbury Road BANKSTOWN NSW 2200
101/794445	Z661795	Customer Substation	6585	Gow Street, 96 - 112 PADSTOW NSW 2211
8/5843	6872885	Customer Substation	6586	Canterbury Road, 157 BANKSTOWN NSW 2200

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/549940	X462901	Customer Substation	6587	George Street WATERLOO NSW 2017
11/612115	7893844	Customer Substation	6588	Carrington Street, 180 - 186 REVESBY NSW 2212
Auto Consol 8343-176	Q501864	Customer Substation	6589	Carlingford Street SEFTON NSW 2162
10/731940	9315352	Customer Substation	6590	Carrington Street, 152 REVESBY NSW 2212
10/731940	Q87682	Customer Substation	6591	Carrington Street REVESBY NSW 2212
CP/SP55152	U69881	Customer Substation	6592	Chapel Road BANKSTOWN NSW 2200
1/853675	AB501848	Customer Substation	6598	Chapel Road SOUTH BANKSTOWN NSW 2200
2/235817	T241854	Customer Substation	6599	Chester Hill Road BASS HILL NSW 2197
778/748013	N939200	Customer Substation	6601	Chiswick Road, 74 GREENACRE NSW 2190
121/719078	6678110	Zone Substation	6602	Christina Road VILLAWOOD NSW 2163
20/1014983	X75517	Customer Substation	6604	Clapham Road SEFTON NSW 2162
2/707642	R196672	Customer Substation	6605	Clements Avenue BANKSTOWN NSW 2200
68/13506	P148969	Customer Substation	6606	Clements Avenue BANKSTOWN NSW 2200
CP/SP55261	T83287	Customer Substation	6607	Cottam Avenue BANKSTOWN NSW 2200

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
201/7866	R646030	Customer Substation	6608	Daisy Street, 18 - 20 REVESBY NSW 2212
Auto Consol 6309-13	R811743	Customer Substation	6609	Daisy Street REVESBY NSW 2212
186/7866	AC347611	Customer Substation	6610	Daisy Street, 27 REVESBY NSW 2212
32/710397	AD761948	Customer Substation	6611	Daisy Street, 10 - 16 REVESBY NSW 2212
297/1043026	V976298	Customer Substation	6612	Davies Road PADSTOW NSW 2211
12/1124107	W204535	Customer Substation	6613	Davies Road, 45 PADSTOW NSW 2211
331/623227	W439317	Customer Substation	6615	King Street ROCKDALE NSW 2216
1/581214	T27721	Customer Substation	6616	East Terrace, 16 - 18 BANKSTOWN NSW 2200
25/7873	T229858	Customer Substation	6618	Eldridge Road BANKSTOWN NSW 2200
123/611213	R574754	Customer Substation	6619	Eldridge Road BANKSTOWN NSW 2200
21/610309; 22/610309	Q876587	Customer Substation	6620	Eldridge Road BANKSTOWN NSW 2200
1/1000626	Q566970	Customer Substation	6623	Enterprise Avenue PADSTOW NSW 2211
1/632135	X7849	Customer Substation	6624	Enterprise Avenue PADSTOW NSW 2211
3/582161	W343364	Customer Substation	6625	Epic Place CHESTER HILL NSW 2162

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
111/882581	W302079	Customer Substation	6626	Epic Place CHESTER HILL NSW 2162
1/634921	W111132	Customer Substation	6627	Exceller Avenue BANKSTOWN NSW 2200
18/702988; 6/702988	Q279158	Customer Substation	6628	Fairford Road PADSTOW NSW 2211
8/10031	W65520	Customer Substation	6629	Fairford Road PADSTOW NSW 2211
126/7866	Q887505	Customer Substation	6630	Fitzpatrick Street REVESBY NSW 2212
200/877295	E10502	Customer Substation	6631	Fitzpatrick Street REVESBY NSW 2212
200/877295	X118805	Customer Substation	6632	Fitzpatrick Street REVESBY NSW 2212
452/800063	S629141	Customer Substation	6633	Frost Lane CHESTER HILL NSW 2162
1/218514	T266643	Customer Substation	6634	Gibson Avenue PADSTOW NSW 2211
100/1011185	Z404962	Customer Substation	6637	Gow Street PADSTOW NSW 2211
100/617061	R868422	Customer Substation	6638	Gow Street PADSTOW NSW 2211
47/241684	R150550	Customer Substation	6639	Harley Crescent CONDELL PARK NSW 2200
100/866504	R345296	Customer Substation	6640	Hector Street CHESTER HILL NSW 2162
101/1053893	AF474227	Customer Substation	6641	Hector Street, 328 BASS HILL NSW 2197

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
3/580093	W105046	Customer Substation	6642	Helen Street SEFTON NSW 2162
10/1034465	R556749	Customer Substation	6644	Horsley Road MILPERRA NSW 2214
3/734460	P341255	Customer Substation	6645	Horsley Road MILPERRA NSW 2214
3/734460	P136765	Customer Substation	6646	Horsley Road MILPERRA NSW 2214
101/1008066; 2/17159	V441009	Customer Substation	6650	Hoskins Avenue BANKSTOWN NSW 2200
1/623962	V735114	Customer Substation	6652	Hume Highway BASS HILL NSW 2197
102/732428	AE842097	Customer Substation	6653	Hume Highway BASS HILL NSW 2197
100/716564	N221073	Customer Substation	6655	Hume Highway BANKSTOWN NSW 2200
101/719129	P197181	Customer Substation	6657	Kitchener Parade BANKSTOWN NSW 2200
1/773269	AD748110	Customer Substation	6658	Kitchener Parade, 32 BANKSTOWN NSW 2200
Auto Consol 8631-74A; Auto Consol 8631-74B	V393778	Customer Substation	6659	Lady Cutler Avenue BANKSTOWN NSW 2200
1/215232; 2/215232	5617811	Customer Substation	6660	Marple Avenue, 1 LEIGHTONFIELD NSW 2163
15/35611	P245210	Customer Substation	6661	Marco Avenue, 11 - 17 PANANIA NSW 2213
1/878975	P605227	Customer Substation	6664	Marigold Street REVESBY NSW 2212

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/624837	U116025	Customer Substation	6665	Marigold Street REVESBY NSW 2212
3/564693	R1141	Customer Substation	6666	Marigold Street REVESBY NSW 2212
1/614248	5779573	Customer Substation	6667	Marigold Street REVESBY NSW 2212
1/774808	I284128	Customer Substation	6668	Marigold Street MILPERRA NSW 2214
105/7866	X482465	Customer Substation	6669	Marigold Street REVESBY NSW 2212
99/7866	Q406557	Customer Substation	6670	Marigold Street REVESBY NSW 2212
1/213683	AG972665	Customer Substation	6672	Marion Street BANKSTOWN NSW 2200
CP/SP30518	Y578838	Customer Substation	6673	Marion Street BANKSTOWN NSW 2200
13/9284	2052509	Customer Substation	6674	Marion Street GEORGES HALL NSW 2198
101/839825	AF480048	Customer Substation	6675	Marple Avenue, 60 VILLAWOOD NSW 2163
201/840245	U421505	Customer Substation	6679	Mavis Street REVESBY NSW 2212
11/633263	Q915683	Customer Substation	6680	Miller Road VILLAWOOD NSW 2163
162/529288	Z173856	Customer Substation	6682	Miller Road VILLAWOOD NSW 2163
162/529288	I760501	Customer Substation	6683	Miller Road BASS HILL NSW 2197

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
2/701913	2361359	Customer Substation	6684	Taronga Place MONA VALE NSW 2103
6/241358	V671323	Customer Substation	6686	Milperra Road MILPERRA NSW 2214
2/241358	R645989	Customer Substation	6687	Milperra Road MILPERRA NSW 2214
1/589464	R201003	Customer Substation	6691	Milperra Road REVESBY NSW 2212
100/1220432	P357227	Customer Substation	6692	Milperra Road, 92 - 96 MILPERRA NSW 2214
100/1135000; Auto Consol 10284-25; 101/1135000; 102/1135000	Q510936	Customer Substation	6693	Milperra Road (Milperra) BANKSTOWN NSW 2200
273/752013	Y212909	Customer Substation	6694	Ashford Avenue MILPERRA NSW 2214
56/25401	T957743	Customer Substation	6697	Miowera Road VILLAWOOD NSW 2163
102/1041971	S955565	Customer Substation	6698	Miowera Road & Birmingham Avenue VILLAWOOD NSW 2163
55/25401	T766418	Customer Substation	6700	Miowera Road, 61 VILLAWOOD NSW 2163
58/25401	S738773	Customer Substation	6701	Miowera Road VILLAWOOD NSW 2163
4/510776	P530852	Customer Substation	6703	Orchard Road, 109 BASS HILL NSW 2197
1/700896	E227666	Customer Substation	6704	Orchard Road BASS HILL NSW 2197

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
123/818660	Q180626	Customer Substation	6705	Queensbury Road PADSTOW NSW 2211
210/7866	R177645	Customer Substation	6706	Queen Street REVESBY NSW 2212
41/6529; 42/6529	N36914	Customer Substation	6708	Restwell Street, 46 - 48 BANKSTOWN NSW 2200
12/566924	O866670	Customer Substation	6709	Rickard Road BANKSTOWN NSW 2200
2/576967	V329337	Customer Substation	6710	Robertson Road BASS HILL NSW 2197
100/878185	Q574274	Customer Substation	6711	Rookwood Road CHULLORA NSW 2190
100/878185	P260987	Customer Substation	6713	Rookwood Road POTTS HILL NSW 2143
8/20731	N617128	Customer Substation	6715	Stacey Street GREENACRE NSW 2190
44/25402	AE480901	Customer Substation	6716	Fariola Street, 25 - 33 LIDCOMBE NSW 2141
2A/409096	X169039	Customer Substation	6717	Short Street BANKSTOWN NSW 2200
22/260262	E225078	Customer Substation	6718	Simmat Street CONDELL PARK NSW 2200
1/611962	S700701	Customer Substation	6719	Stacey Street GREENACRE NSW 2190
2/400188	P842613	Customer Substation	6720	Stewart Lane BANKSTOWN NSW 2200
10/747247	X83376	Customer Substation	6724	Randle Street SURRY HILLS NSW 2010

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/15949	AC626460	Customer Substation	6725	Turvey Street REVESBY NSW 2212
156/7866	Y183410	Customer Substation	6726	Violet Street REVESBY NSW 2212
10/209901	T200169	Customer Substation	6727	Violet Street REVESBY NSW 2212
155A/420066	Q487619	Customer Substation	6728	Violet Street REVESBY NSW 2212
CP/SP53749	AJ527228	Customer Substation	6729	Violet Street, 11 REVESBY NSW 2212
1/734866	N479375	Customer Substation	6730	Violet Street REVESBY NSW 2212
1/519053	T205729	Customer Substation	6731	Violet Street REVESBY NSW 2212
154/7866	R196670	Customer Substation	6732	Violet Street REVESBY NSW 2212
41/1037863	S931080	Customer Substation	6733	Waterloo Road CHULLORA NSW 2190
11/1003847	I319899	Customer Substation	6734	Waterloo Road CHULLORA NSW 2190
1/1167784	W249316	Customer Substation	6735	Watson Road PADSTOW NSW 2211
CP/SP93602	T221704	Customer Substation	6737	Woodville Road VILLAWOOD NSW 2163
Auto Consol 6690-250	Q598537	Customer Substation	6739	Woorang Street MILPERRA NSW 2214
11/253735	T371684	Customer Substation	6740	Works Place MILPERRA NSW 2214

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
100/703039	V913626	Customer Substation	6741	Works Place MILPERRA NSW 2214
104/794074	W846712	Customer Substation	6742	Moseley Street CARLINGFORD NSW 2118
1/567844	Q137414	Customer Substation	6743	Bronti Street MASCOT NSW 2020
1/701026	W319517	Customer Substation	6744	Coward Street MASCOT NSW 2020
CP/SP31864	8561371	Customer Substation	6748	Cranbrook Road, 49 - 53 BOTANY NSW 2019
100/1213007	E130773	Customer Substation	6750	Folkestone Parade BOTANY NSW 2019
2/529177	V574447	Customer Substation	6751	Gardeners Road MASCOT NSW 2020
500/1030729	Q306760	Customer Substation	6752	Gardeners Road MASCOT NSW 2020
100/1171053	V919149	Customer Substation	6754	Grantham Street BURWOOD NSW 2134
12/606198	Z875441	Customer Substation	6758	Hannon Street BOTANY NSW 2019
201/788578	6180823	Customer Substation	6759	Holloway Street EAST BOTANY NSW 2019
1/1190883	V320775	Customer Substation	6764	King Street MASCOT NSW 2020
4/234489	E653298	Customer Substation	6765	King Street MASCOT NSW 2020
1/746802	V959625	Customer Substation	6766	Mcpherson Street BANKSMEADOW NSW 2019

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
100/1059973	T680469	Customer Substation	6767	Mcpherson Street BANKSMEADOW NSW 2019
21/1052531	Q305634	Customer Substation	6769	Moore Street EAST BOTANY NSW 2019
B/323369	E99120	Customer Substation	6774	Smith Street, 25 - 49 HILLDALE NSW 2034
A/24380	I930968	Customer Substation	6775	Smith Street, 25 - 49 HILLSDALE NSW 2036
Auto Consol 14930-7	Y812453	Customer Substation	6777	Underwood Street BOTANY NSW 2019
11/701187	V924381	Customer Substation	6778	Wentworth Avenue (Moore Street, 2 - 6) PAGEWOOD NSW 2035
12/701187	V656902	Customer Substation	6779	Wentworth Avenue EAST BOTANY NSW 2019
CP/SP50865	2179798	Customer Substation	6781	William Street BOTANY NSW 2019
102/543686	W895583	Customer Substation	6783	Bennett Street BURWOOD NSW 2134
200/1216329	I94896	Customer Substation	6784	Wilson Street BOTANY NSW 2019
CP/SP65582	P240117	Customer Substation	6786	Burwood Road BURWOOD NSW 2134
1/605138	Y865018	Customer Substation	6790	Duff Street BURWOOD NSW 2134
3/585664	T934369	Customer Substation	6792	Mitchell Street, 4 ENFIELD NSW 2136
C/321515	7322902	Customer Substation	6794	Railway Parade, 14 BURWOOD NSW 2134

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP6450	M737881	Customer Substation	6795	Shaftesbury Road BURWOOD NSW 2134
31/836316	U756640	Customer Substation	6796	The Greenway TERREY HILLS NSW 2084
1/588368	S887676	Customer Substation	6801	Wynne Avenue BURWOOD NSW 2134
9/11289; A/420721	X581435	Customer Substation	6802	Burwood Road BELMORE NSW 2192
200/1062028	S827836	Customer Substation	6803	Canterbury Road, Nr Drummond Street BELMORE NSW 2192
6/1030800	AH942758	Customer Substation	6805	Belmore Road, 62 PUNCHBOWL NSW 2196
100/1033738	E715497	Customer Substation	6807	Crinan Street HURLSTONE PARK NSW 2193
1/564058	Q77251	Customer Substation	6808	Croydon Street LAKEMBA NSW 2195
71/5930	U318258	Customer Substation	6810	Evaline Street CAMPSIE NSW 2194
1/879536; 51/876706	V748352	Customer Substation	6811	Forrester Street KINGSGROVE NSW 2208
11/1030026	E766682	Customer Substation	6812	Forrester Street KINGSGROVE NSW 2208
A/89193	AA11535	Customer Substation	6813	Forrester Street, 18 KINGSGROVE NSW 2208
2/1184792	Y598815	Customer Substation	6814	Hampton Street CROYDON PARK NSW 2133
1/8240	AA229962	Customer Substation	6815	Harp Street, 2 - 12 CAMPSIE NSW 2194

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
B/367423	I753609	Customer Substation	6816	Harp Street BELMORE NSW 2192
C/368217	T1764	Customer Substation	6817	36 - 40 Harp Street, BELMORE NSW 2192
3/223767	Y780495	Customer Substation	6818	Kingsgrove Road BELMORE NSW 2192
1/618465	8490276	Customer Substation	6823	Moxon Road, 51 PUNCHBOWL NSW 2196
21/626173	W185454	Customer Substation	6824	Shaddock Avenue VILLAWOOD NSW 2163
CP/SP30949	E728858	Customer Substation	6825	Moxon Road PUNCHBOWL NSW 2196
22/1212184	V276879	Customer Substation	6826	Punchbowl Road LAKEMBA NSW 2195
Auto Consol 4516-91	AC694723	Customer Substation	6827	Remly Street LAKEMBA NSW 2195
CP/SP43953	S25079	Customer Substation	6830	Rogers Street LAKEMBA NSW 2195
1/227383B; 1/227383A	P50077	Customer Substation	6831	Roseland Avenue ROSELANDS NSW 2196
1/502528	V279109	Customer Substation	6833	Sheffield Street KINGSGROVE NSW 2208
1/2/4784	V79725	Customer Substation	6834	The Boulevarde LAKEMBA NSW 2195
4/541525	W737693	Customer Substation	6836	Waterloo Road PUNCHBOWL NSW 2196
1/649446	V654628	Customer Substation	6837	Wiggs Road RIVERWOOD NSW 2210

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
6/554298	Q127786	Customer Substation	6840	Burwood Road, 55 CONCORD NSW 2137
1/829735	Z688737	Customer Substation	6842	Belmore Road PUNCHBOWL NSW 2196
1/219916	Y667238	Customer Substation	6844	Belmore Road CANTERBURY NSW 2193
Auto Consol 6304-64	T964422	Customer Substation	6849	Burwood Road, 160 CONCORD NSW 2137
CP/SP75954	U721252	Customer Substation	6850	Concord Road (Blaxland Road, 9) RHODES NSW 2138
CP/SP48676	U689054	Customer Substation	6851	Williams Parade DULWICH HILL NSW 2203
CP/SP30026	U961086	Customer Substation	6852	Wetherill Street SILVERWATER NSW 2128
Auto Consol 5789-219	AB244279	Customer Substation	6856	George Street CONCORD WEST NSW 2138
Auto Consol 11281-183; 20/1139098	AD14438	Customer Substation	6859	Hospital Road CONCORD WEST NSW 2138
1/725129	T597082	Customer Substation	6860	Hospital Road CONCORD WEST NSW 2138
2/1192949	P240119	Customer Substation	6861	Leeds Street RHODES NSW 2138
4/210632; 6/210632	P784201	Customer Substation	6864	Northcote Street MORTLAKE NSW 2137
5/217073	9677969	Customer Substation	6866	Nirranda Street CONCORD NSW 2137
1/215341	I463622	Customer Substation	6874	Rothwell Avenue CONCORD WEST NSW 2138

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
4/7401	R622807	Customer Substation	6878	Great North Road FIVE DOCK NSW 2046
1/82068; 2/591225; A/332646; X/386093	W128164	Customer Substation	6880	Parramatta Road (57 Queens Road) FIVE DOCK NSW 2046
14/718237; 15/718237; 16/718237; B/366113	9219205	Customer Substation	6881	Parramatta Road, 61 - 73 FIVE DOCK NSW 2046
Auto Consol 7542-188	S806602	Customer Substation	6883	St Georges Crescent DRUMMOYNE NSW 2047
CP/SP6758	N28079	Customer Substation	6884	St Georges Crescent, 90 - 94 DRUMMOYNE NSW 2047
B/377250	P393152	Customer Substation	6885	Victoria Road DRUMMOYNE NSW 2047
CP/SP6906	M987092	Customer Substation	6886	Walton Crescent ABBOTSFORD NSW 2046
CP/SP30687	E825467	Customer Substation	6887	William Street, 118 - 130 HENLEY NSW 2111
CP/SP4171	Z476490	Customer Substation	6888	Wolseley Street DRUMMOYNE NSW 2047
CP/SP6619	M925584	Customer Substation	6889	Wrights Road DRUMMOYNE NSW 2047
CP/SP47392	Q75871	Customer Substation	6890	Beauchamp Road, 61 - 71 BANKSMEADOW NSW 2019
6/598833	T930262	Customer Substation	6891	Donnison Street & Albany Street GOSFORD NSW 2250
1/812644	W105047	Customer Substation	6893	Blackwall Road WOY WOY NSW 2256

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
103/1015860	T187186	Customer Substation	6895	Brooks Avenue WYOMING NSW 2250
30/1152193	V629009	Customer Substation	6896	Charlton Street WOY WOY NSW 2256
CP/SP22943	W793165	Customer Substation	6897	Church Street TERRIGAL NSW 2260
152/635684	W213521	Customer Substation	6899	Mann Street GOSFORD NSW 2250
Auto Consol 14720-8	W94598	Customer Substation	6901	Paul Lane GOSFORD NSW 2250
3/239585	V405085	Customer Substation	6903	Railway Crescent LISAROW NSW 2250
2/706892	W172226	Customer Substation	6906	The Entrance Road FORRESTER'S BEACH NSW 2260
Auto Consol 8664-71	W166214	Customer Substation	6907	Wairakei Road WAMBERAL NSW 2260
8190/1122924	I191892	Customer Substation	6908	Hallards Road CENTRAL MANGROVE NSW 2250
871/619613	W485127	Customer Substation	6909	Wisemans Ferry Road SOMERSBY NSW 2250
4/650304	V576547	Customer Substation	6910	Amor Street ASQUITH NSW 2077
CP/SP32905	Y424176	Customer Substation	6911	Tara Street, 1 - 9 KANGAROO POINT NSW 2224
461/584589	R271634	Customer Substation	6913	Beaumont Road MOUNT KURING- GAI NSW 2080
542/1192639	P916226	Customer Substation	6914	Beaumont Road, 19 - 23 MOUNT KURING- GAI NSW 2080

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP20189	I280792	Customer Substation	6916	Cleveland Avenue SURRY HILLS NSW 2010
1/701678	W164120	Customer Substation	6918	Cambridge Street EPPING NSW 2121
5/249822	5208167	Customer Substation	6919	Chambers Court EPPING NSW 2121
1/218820	AC684460	Customer Substation	6920	Chilvers Road, 9 - 15 THORNLEIGH NSW 2120
15/1/6107	Q353542	Customer Substation	6922	Crowley Road BEROWRA NSW 2081
39/9691	X89100	Customer Substation	6923	Doomben Avenue, 6 - 10 EASTWOOD NSW 2122
1/211095	S666648	Customer Substation	6925	Duffy Avenue & Sefton Road THORNLEIGH NSW 2120
CP/SP11413	Q170644	Customer Substation	6926	Dural Street, 10 - 14 HORNSBY NSW 2077
Auto Consol 2929-145	P169288	Customer Substation	6928	Edgeworth David Avenue WAHROONGA NSW 2076
1/591136	Q655250	Customer Substation	6933	Galston Road GALSTON NSW 2159
Auto Consol 12477-141	E149664	Customer Substation	6934	Hannah Street BEECROFT NSW 2119
1/SP20737	V944510	Customer Substation	6935	Hillcrest Road PENNANT HILLS NSW 2120
CP/SP54729	7259782	Customer Substation	6936	Hornsby Street, 15 (Pacific Highway, 208) HORNSBY NSW 2077

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
101/749214	U317806	Customer Substation	6937	Moxon Road PUNCHBOWL NSW 2196
CP/SP21343	X331968	Customer Substation	6938	Kenburn Avenue CHERRYBROOK NSW 2126
CP/SP54405	T934368	Customer Substation	6939	King Road HORNSBY NSW 2077
1/1121350	O604112	Customer Substation	6940	King Road HORNSBY NSW 2077
1/619605	T453367	Customer Substation	6941	Kitchener Lane WEST PENNANT HILLS NSW 2125
200/1073736	P385004	Customer Substation	6942	Kitchener Road WEST PENNANT HILLS NSW 2125
5/251336	S700158	Customer Substation	6943	Leighton Place ASQUITH NSW 2077
1/747442	P144652	Customer Substation	6945	Lymoore Avenue THORNLEIGH NSW 2120
CP/SP18027	W45089	Customer Substation	6946	Mcauley Place WAITARA NSW 2077
CP/SP86681	V984413	Customer Substation	6949	Midson Road, 263 - 265a BEECROFT NSW 2119
1/584938	X14550	Customer Substation	6951	New Line Road DURAL NSW 2158
1/135382	S505561	Customer Substation	6952	New Line Road DURAL NSW 2158
CP/SP58614	P346561	Customer Substation	6953	10 - 12 Northcote Road, HORNSBY NSW 2077
3/1122662	U91255	Customer Substation	6956	Pacific Highway WAITARA NSW 2077

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
20/877567	S903058	Customer Substation	6960	Pembroke Street EPPING NSW 2121
1/579032; 3/242190	AD910283	Customer Substation	6962	Pennant Hills Road PENNANT HILLS NSW 2120
27/735131; 4/1077836	N891678	Customer Substation	6963	Pennant Hills Road NORMANHURST NSW 2077
CP/SP34642	P601642	Customer Substation	6965	Pioneer Avenue THORNLEIGH NSW 2120
8/13180; 7/13180	T440287	Customer Substation	6967	Pretoria Parade HORNSBY NSW 2077
1/616275	O106398	Customer Substation	6970	Penshurst Street, 285 - 289 & Patrick St WILLOUGHBY NSW 2068
10/828419	U351512	Customer Substation	6971	210 Pitt Street, SYDNEY NSW 2000
100/1166007	E555652	Customer Substation	6972	Rosamond Street HORNSBY NSW 2077
6/23685	T962387	Customer Substation	6977	Sefton Road THORNLEIGH NSW 2120
1/590251	Q50664	Customer Substation	6978	Sefton Road THORNLEIGH NSW 2120
100/1190625	P32802	Customer Substation	6981	Wattle Street ASQUITH NSW 2077
10/724017	Y587437	Customer Substation	6982	Barons Crescent BORONIA PARK NSW 2111
Auto Consol 4402-125	R884225	Customer Substation	6983	Barons Crescent BORONIA PARK NSW 2111
1/716526	Q194789	Customer Substation	6984	De Milhau Road HUNTERS HILL NSW 2110

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/204607	U539414	Customer Substation	6985	John Street HUNTERS HILL NSW 2110
2/852810	X962155	Customer Substation	6986	Myers Avenue BORONIA PARK NSW 2111
Auto Consol 6603-181	I628819	Customer Substation	6988	Owanda Crescent HARDYS BAY NSW 2257
CP/SP38125	W221674	Customer Substation	6989	Church Avenue MASCOT NSW 2020
Auto Consol 8439-38	W328511	Customer Substation	6990	Dunban Road WOY WOY NSW 2256
A/408174	AA727196	Customer Substation	6993	Anderson Road, 73 MORTDALE NSW 2223
CP/SP11148	T547181	Customer Substation	6994	Arcadia Street PENSURST NSW 2222
CP/SP4158	V815407	Customer Substation	6996	Forest Road PEAKHURST NSW 2210
CP/SP8787	T496868	Customer Substation	6997	Gardina Street NARWEE NSW 2209
CP/SP5823	X38643	Customer Substation	6998	Gloucester Road HURSTVILLE NSW 2220
CP/SP82279	AE596221	Customer Substation	7000	Gloucester Road, 21 HURSTVILLE NSW 2220
101/786150	V605966	Customer Substation	7002	Littleton Street RIVERWOOD NSW 2210
B/398334	8026059	Customer Substation	7003	Lorraine Street, 41 - 45 PEAKHURST NSW 2210
CP/SP8744	V230021	Customer Substation	7005	Martin Place MORTDALE NSW 2223

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP64228	7159245	Customer Substation	7007	Norman Street, 12 - 14 PEAKHURST NSW 2210
CP/SP8698	W709312	Customer Substation	7010	Ocean Street PENSURST NSW 2222
CP/SP9190	V224942	Customer Substation	7011	Ocean Street PENSURST NSW 2222
CP/SP8625	T270988	Customer Substation	7015	St Georges Road PENSURST NSW 2222
CP/SP7564	V369882	Customer Substation	7016	Station Street MORTDALE NSW 2223
M/30731	V817462	Customer Substation	7020	The Crescent KINGSGROVE NSW 2208
12/1005772	T575219	Customer Substation	7021	Vanessa Street, 105 KINGSGROVE NSW 2208
29/3/2778	V336976	Customer Substation	7023	Victoria Avenue PENSURST NSW 2222
CP/SP7222	T133213	Customer Substation	7024	Victoria Avenue PENSURST NSW 2222
100/1136828	W513652	Customer Substation	7025	Walter Street MORTDALE NSW 2223
CP/SP7074	W68544	Customer Substation	7028	Bellevue Parade HURSTVILLE NSW 2220
CP/SP83018	T999702	Customer Substation	7029	Butler Lane HURSTVILLE NSW 2220
1/305550	T532034	Customer Substation	7030	Connells Point Road HURSTVILLE NSW 2220
1/1089558	X178020	Customer Substation	7031	Melrose Avenue SYLVANIA NSW 2224

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP8821	T777290	Customer Substation	7032	Frederick Street OATLEY NSW 2223
CP/SP9586	V116599	Customer Substation	7033	Garfield Lane CARLTON NSW 2218
CP/SP16204	T109512	Customer Substation	7034	Garfield Street CARLTON NSW 2218
Auto Consol 8086-118	T496867	Customer Substation	7035	Gray Avenue KOGARAH NSW 2217
1/301390	7730052	Customer Substation	7036	King Georges Road SOUTH HURSTVILLE NSW 2221
CP/SP10432	T271010	Customer Substation	7038	Hampton Court Road CARLTON NSW 2218
CP/SP4489	T212529	Customer Substation	7039	Illawarra Street ALLAWAH NSW 2218
CP/SP8507	T343382	Customer Substation	7040	Lancelot Street ALLAWAH NSW 2218
CP/SP4054	W240710	Customer Substation	7041	Letitia Street OATLEY NSW 2223
1/SP32305; CP/SP32305	W977908	Customer Substation	7042	Lower West Street CARLTON NSW 2218
CP/SP56647	5555986	Customer Substation	7043	Lower West Street, 252 - 254 BLAKEHURST NSW 2221
4/223850	T699177	Customer Substation	7044	Lower West Street BLAKEHURST NSW 2221
CP/SP6036	W20644	Customer Substation	7046	Moorefields Lane KOGARAH NSW 2217

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
3/SP6036	W388053	Customer Substation	7046	Moorefields Lane KOGARAH NSW 2217
1/1092645	X235333	Customer Substation	7048	Pacific Highway WEST GOSFORD NSW 2250
CP/SP9105	V35779	Customer Substation	7049	Noble Avenue HURSTVILLE NSW 2220
CP/SP16829	V77656	Customer Substation	7050	Norman Street ALLAWAH NSW 2218
CP/SP5558	T808454	Customer Substation	7052	Oatley Avenue OATLEY NSW 2223
9/25093	T49915	Customer Substation	7053	Planhurst Road CARLTON NSW 2218
48/F/1397	V129116	Customer Substation	7054	Post Office Lane KOGARAH NSW 2217
CP/SP5481	V297810	Customer Substation	7055	President Avenue KOGARAH NSW 2217
CP/SP54646	O401632	Customer Substation	7056	Barr Street BALMAIN NSW 2041
Auto Consol 3491-105; 90/1753	W501688	Customer Substation	7057	Railway Parade CARLTON NSW 2218
11/628781	T443043	Customer Substation	7059	Russell Lane HURSTVILLE NSW 2220
CP/SP6552	T332342	Customer Substation	7060	Rutland Street ALLAWAH NSW 2218
CP/SP9627	T430012	Customer Substation	7061	Rutland Street CARLTON NSW 2218
CP/SP6728	T949557	Customer Substation	7062	St Georges Parade HURSTVILLE NSW 2220

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
2/539830	T276139	Customer Substation	7063	Waterview Street ALLAWAH NSW 2218
CP/SP83584 CP/SP83585	T306870	Customer Substation	7065	578 - 580 Railway Parade, HURSTVILLE NSW 2220
CP/SP13654	S979997	Customer Substation	7067	Winchester Street CARLTON NSW 2218
1/547762; 11/515053	6618135	Customer Substation	7068	Woriora Road, Cnr Greenbank Street HURSTVILLE NSW 2220
Auto Consol 5156-173	T163464	Customer Substation	7069	Avon Road PYMBLE NSW 2073
16/7131; 17/7131	P947851	Customer Substation	7070	Avon Road PYMBLE NSW 2073
8/23868	V959624	Customer Substation	7071	Bobbin Head Road NORTH TURRAMURRA NSW 2074
30/1088187	2556634	Customer Substation	7072	Lady Game Drive (Bradfield Park) KILLARA NSW 2071
41/630346	V477096	Customer Substation	7073	Bridge Road PYMBLE NSW 2073
23/14753	I696315	Customer Substation	7074	Chilton Parade WARRAWEE NSW 2074
2/535149	T137787	Customer Substation	7075	College Street ST IVES NSW 2075
1/631719	V4281	Customer Substation	7076	Curagul Road TURRAMURRA NSW 2074
1/624543	V161346	Customer Substation	7077	Edwards Street GORDON NSW 2072

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
3/32292	P909159	Customer Substation	7078	Eton Road LINDFIELD NSW 2070
A/317752	T100379	Customer Substation	7080	Post Office Lane PYMBLE NSW 2073
21/732238	W255233	Customer Substation	7082	Moree Street GORDON NSW 2072
1/626394	T502871	Customer Substation	7084	Bridge Street, 3 (Pacific Highway) PYMBLE NSW 2073
2/786550	E479038	Customer Substation	7085	Pacific Highway GORDON NSW 2072
1/718718	Z973124	Customer Substation	7086	Pacific Highway, 950a & Bridge Street PYMBLE NSW 2073
A/325743	V172958	Customer Substation	7087	Ravenswood Avenue GORDON NSW 2072
CP/SP19299	T262828	Customer Substation	7088	Ryde Road PYMBLE NSW 2073
22/634645	W433473	Customer Substation	7089	Stanhope Road KILLARA NSW 2071
22/1053372	9126088	Customer Substation	7090	Suakin Street PYMBLE NSW 2073
4/599947	AD168919	Customer Substation	7091	Suakin Street PYMBLE NSW 2073
CP/SP69455	T185006	Customer Substation	7092	Albany Street ST LEONARDS NSW 2065
100/594391	T924609	Customer Substation	7093	Anglo Lane GREENWICH NSW 2065
8/241877	W131606	Customer Substation	7094	Apollo Place LANE COVE WEST NSW 2066

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP18756	S996293	Customer Substation	7095	Best Street LANE COVE WEST NSW 2066
CP/SP34135	T936850	Customer Substation	7096	Burns Bay Road LANE COVE NSW 2066
11/599757	V585152	Customer Substation	7097	Burns Bay Road LANE COVE NSW 2066
1/583875	R236155	Customer Substation	7099	Powell Street KILLARA NSW 2071
CP/SP76483	I119944	Customer Substation	7101	Greenwich Road, 156 GORE HILL NSW 2065
Auto Consol 12933-111	P407420	Customer Substation	7102	Greenwich Road GREENWICH NSW 2065
CP/SP48216	S338517	Customer Substation	7103	Helen Street LANE COVE NSW 2066
22/732062	T133215	Customer Substation	7106	Mars Road LANE COVE WEST NSW 2066
1/608309	R157628	Customer Substation	7107	Mars Road LANE COVE WEST NSW 2066
100/622160	Q760734	Customer Substation	7108	Mars Road LANE COVE WEST NSW 2066
1/628513	W204537	Customer Substation	7111	Nicholson Street (Pacific Highway, 472) ST LEONARDS NSW 2065
CP/SP73221	T684922	Customer Substation	7112	Nicholson Street (Pacific Highway, 460) ST LEONARDS NSW 2065
1/544354	8691618	Customer Substation	7113	Pacific Highway, 472 - 480 (Artarmon Inn) ARTARMON NSW 2064

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP42858	Z952681	Customer Substation	7114	Pacific Highway LANE COVE NSW 2066
1/562703	AF24544	Customer Substation	7115	Pacific Highway, 176 GREENWICH NSW 2065
9/245399	X24397	Customer Substation	7116	Parraweena Road CARINGBAH NSW 2229
1/608309	V603944	Customer Substation	7117	Sirius Road LANE COVE WEST NSW 2066
1/540407	N790603	Customer Substation	7118	Sirius Road LANE COVE WEST NSW 2066
2/1015843	5430295	Customer Substation	7121	Fred Street (Aka 483 Balmain Road, Lilyfield) LILYFIELD NSW 2040
Auto Consol 10781-198	Z48727	Customer Substation	7125	Catherine Street LEICHHARDT NSW 2040
400/803918A; 400/803918B; 400/803918C	U684863	Customer Substation	7127	Kent Street SYDNEY NSW 2000
3/730920	X91055	Customer Substation	7128	Wigram Road, 142a (Forest Lodge) GLEBE NSW 2037
1/864752	8159918	Customer Substation	7129	Foster Lane (Marion & Flood Streets) LEICHHARDT NSW 2040
CP/SP3257	X552702	Customer Substation	7132	Gallimore Avenue BALMAIN EAST NSW 2041
102/852944	Q641219	Customer Substation	7133	Glebe Point Road, 184 GLEBE NSW 2037
168/7866	W477852	Customer Substation	7134	Violet Street REVESBY NSW 2212

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP30591	W146410	Customer Substation	7136	Grafton Street, 1 - 13 BALMAIN NSW 2041
1/805310; CP/SP57719	Q378488	Customer Substation	7137	Johnston Lane ANNANDALE NSW 2038
1/1035720	S14926	Customer Substation	7138	Junction Street GLEBE NSW 2037
1/777129	Q532204	Customer Substation	7141	Little Darling Street BALMAIN NSW 2041
CP/SP74248	W997945	Customer Substation	7143	O'riondan Street (Gardeners Road, 476 - 492) BEACONSFIELD NSW 2015
CP/SP20976	T496870	Customer Substation	7144	Mansfield Street ROZELLE NSW 2039
1/507525	2473184	Customer Substation	7145	Marion Street & Walter Street LEICHHARDT NSW 2040
1/527791	Y364611	Customer Substation	7146	Nerang Avenue TERREY HILLS NSW 2084
Auto Consol 5758-156; Auto Consol 5915-113	O493453	Customer Substation	7148	Holmes Avenue TOUKLEY NSW 2263
1/115939	N700214	Customer Substation	7149	Ronald Street BIRCHGROVE NSW 2041
3/255489	W453603	Customer Substation	7152	Slough Avenue SILVERWATER NSW 2128
100/1101856	I330347	Customer Substation	7153	Gerrale Street CRONULLA NSW 2230
CP/SP32122	W881366	Customer Substation	7154	Rainford Street SURRY HILLS NSW 2010

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/528045	R58174	Customer Substation	7160	Victoria Road ROZELLE NSW 2039
1/740580	Y323664	Customer Substation	7162	Edgar Street CONDELL PARK NSW 2200
1/795675	2691961	Customer Substation	7164	Wetherill Street, 3 - 15 LEICHHARDT NSW 2040
CP/SP10981	T59639	Customer Substation	7167	Addison Road MANLY NSW 2095
CP/SP5033	W219301	Customer Substation	7169	Bentley Street, 10 BALGOWLAH NSW 2093
CP/SP557	I368131	Customer Substation	7170	Berry Avenue FAIRLIGHT NSW 2094
1/593980	T689188	Customer Substation	7171	Birkley Road, 35 MANLY NSW 2095
CP/SP7712	V212804	Customer Substation	7172	Bonner Avenue, 20 MANLY NSW 2095
CP/SP3943	V405086	Customer Substation	7173	Boyle Street, 4a BALGOWLAH NSW 2093
1/203467; 1/308100; 2/203467; B/385217	Y608315	Customer Substation	7174	Belmont Street SUTHERLAND NSW 2232
101/564655	6013337	Customer Substation	7175	Condamine Street BALGOWLAH NSW 2093
CP/SP5227	V445184	Customer Substation	7179	Denison Street MANLY NSW 2095
1/608972	X462511	Customer Substation	7180	Francis Lane MANLY NSW 2095
Auto Consol 5813-83	W553477	Customer Substation	7181	King Street CANTERBURY NSW 2193

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/223512	X394032	Customer Substation	7182	Mavis Street REVESBY NSW 2212
CP/SP12476	T871403	Customer Substation	7184	Hilltop Crescent FAIRLIGHT NSW 2094
CP/SP4363	L911113	Customer Substation	7185	Hilltop Crescent FAIRLIGHT NSW 2094
CP/SP7691	X442079	Customer Substation	7186	Lauderdale Avenue FAIRLIGHT NSW 2094
200/831931	W321533	Customer Substation	7187	Queens Road HURSTVILLE NSW 2220
CP/SP2025	V605970	Customer Substation	7189	Osborne Road MANLY NSW 2095
CP/SP5009	V250749	Customer Substation	7190	Pine Lane (114-117 North Steyne Manly) MANLY NSW 2095
1/85410	V286083	Customer Substation	7191	Pittwater Road, 270 MANLY NSW 2095
CP/SP36316	S987157	Customer Substation	7192	Bligh Place RANDWICK NSW 2031
CP/SP2710	V858753	Customer Substation	7193	Rickard Street BALGOWLAH NSW 2093
1/710711	W396423	Customer Substation	7195	Carlingford Road EPPING NSW 2121
2/543531	W70807	Customer Substation	7196	Stuart Street MANLY NSW 2095
61/7051	7979244	Customer Substation	7197	Woodville Street, 4 - 8 HURSTVILLE NSW 2220
11/633725	W84482	Customer Substation	7198	Eva Street PUNCHBOWL NSW 2196

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP85385	Y475548	Customer Substation	7199	Glover Street, 98 - 100 MOSMAN NSW 2088
101/1110110	I126247	Customer Substation	7200	Pine Lane MANLY NSW 2095
Auto Consol 8646-160	W321535	Customer Substation	7202	East Esplanade & Wentworth Street MANLY NSW 2095
CP/SP3345	L152307	Customer Substation	7204	Whistler Street MANLY NSW 2095
CP/SP5509	V286082	Customer Substation	7205	Woods Parade, 21 - 25 FAIRLIGHT NSW 2094
CP/SP7679	T678056	Customer Substation	7206	Osborne Road, 36 - 42 MANLY NSW 2095
CP/SP67758	R168146	Customer Substation	7208	Bridge Road STANMORE NSW 2048
1/723237	Z317202	Customer Substation	7209	Brompton Street MARRICKVILLE NSW 2204
A/391775	I319900	Customer Substation	7211	Canal Road ST PETERS NSW 2044
40/700060	X479602	Customer Substation	7213	Carrington Road MARRICKVILLE NSW 2204
423/1035319	8534120	Customer Substation	7215	Centennial Street MARRICKVILLE NSW 2204
2/558417	AA486970	Customer Substation	7217	Chapel Street, 1 - 15 MARRICKVILLE NSW 2204
101/1025298	V557565	Customer Substation	7220	Davis Street DULWICH HILL NSW 2203
1/532942	T928493	Customer Substation	7221	Denison Street CAMPERDOWN NSW 2050

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
24/15123	U744812	Customer Substation	7222	Dixon Avenue DULWICH HILL NSW 2203
1/234639	W255666	Customer Substation	7223	Jindalee Place RIVERWOOD NSW 2210
1/612551	W610866	Customer Substation	7226	Edinburgh Road & Murray Street MARRICKVILLE NSW 2204
1/613757	S440192	Customer Substation	7227	Edinburgh Road MARRICKVILLE NSW 2204
202/1133999	2247724	Customer Substation	7228	Edinburgh Road MARRICKVILLE NSW 2204
31/709081	X956446	Customer Substation	7229	Edinburgh Road MARRICKVILLE NSW 2204
1/556914	E284177	Customer Substation	7230	Edith Street ST PETERS NSW 2044
1/215392	V453520	Customer Substation	7232	Empire Lane MARRICKVILLE NSW 2204
1/784868	9649474	Customer Substation	7233	Enmore Lane MARRICKVILLE NSW 2204
1/631479	W346970	Customer Substation	7234	Day Street SILVERWATER NSW 2128
2/1217547	W752492	Customer Substation	7236	Cooper Street, 2 (Brown Street, 74) PADDINGTON NSW 2021
CP/SP32003	R382648	Customer Substation	7237	Fitzroy Street MARRICKVILLE NSW 2204
1/724918	T631787	Customer Substation	7238	Gannon Street TEMPE NSW 2044

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
11/867270	Q950423	Customer Substation	7241	Harrow Road STANMORE NSW 2048
101/834629	3482884	Customer Substation	7242	Stanhope Road KILLARA NSW 2071
CP/SP80134	Y822962	Customer Substation	7243	Hutchinson Street ST PETERS NSW 2044
CP/SP67188	Y905940	Customer Substation	7245	Macauley Lane STANMORE NSW 2048
1/732065	W785169	Customer Substation	7250	Archer Street CHATSWOOD NSW 2067
100/700822	X756548	Customer Substation	7252	Gardeners Road EASTLAKES NSW 2018
200/714834; 201/714834	W355851	Customer Substation	7253	Monier Square VILLAWOOD NSW 2163
102/881150	W562397	Customer Substation	7254	Queen Street PETERSHAM NSW 2049
1/629058	X144930	Customer Substation	7255	Regent Street PETERSHAM NSW 2049
Auto Consol 10233-27	E802469	Customer Substation	7258	Smith Street MARRICKVILLE NSW 2204
A/109269	6739518	Customer Substation	7259	Stanmore Road PETERSHAM NSW 2049
100/629032	V631111	Customer Substation	7262	Unwins Bridge Road ST PETERS NSW 2044
CP/SP50276	Y252213	Customer Substation	7270	De Mestre Place SYDNEY NSW 2000
CP/SP3113	X316356	Customer Substation	7272	Military Road MOSMAN NSW 2088

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
21/843294; 22/843294	R168149	Customer Substation	7274	Whiting Beach Road TARONGA ZOOLOGICAL PARK NSW 2088
321/566480	I585610	Customer Substation	7276	Albany Lane & Atchison Street ST LEONARDS NSW 2065
18/10/2872	I63766	Customer Substation	7277	Albany Lane ST LEONARDS NSW 2065
1/607452	S204940	Customer Substation	7278	Albany Street CROWS NEST NSW 2065
78/568112	R345298	Customer Substation	7279	Alexander Street CROWS NEST NSW 2065
CP/SP20077	P364107	Customer Substation	7280	Alexander Street, 99 CROWS NEST NSW 2065
CP/SP104	X926844	Customer Substation	7281	Alfred Street, 441 - 443 NORTH SYDNEY NSW 2060
1/546856	I94894	Customer Substation	7282	Alfred Street, 275 NORTH SYDNEY NSW 2060
CP/SP91157	E339696	Customer Substation	7283	Alfred Street, 74 - 84 NORTH SYDNEY NSW 2060
CP/SP50227	E769951	Customer Substation	7285	Alfred Street, 110 - 116 MILSONS POINT NSW 2061
100/1170079	9719333	Customer Substation	7287	Alfred Street, 30 MILSONS POINT NSW 2061
CP/SP54293	Y578840	Customer Substation	7289	Angelo Street NORTH SYDNEY NSW 2060
1/1213673	T996103	Customer Substation	7290	Angelo Road (Pacific Highway, 223) NORTH SYDNEY NSW 2060

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/539864	E177513	Customer Substation	7292	Arthur Street, 132 NORTH SYDNEY NSW 2060
1/539001	O131418	Customer Substation	7293	Arthur Street, 80 NORTH SYDNEY NSW 2060
Auto Consol 13304-58	I792536	Customer Substation	7295	Atchison Street ST LEONARDS NSW 2065
2/708306	W2694	Customer Substation	7299	Berry Street NORTH SYDNEY NSW 2060
1/567697	U408552	Customer Substation	7301	Berry Street NORTH SYDNEY NSW 2060
2/567027	7150246	Customer Substation	7302	Berry Street, 56 - 62 NORTH SYDNEY NSW 2060
2/557873	P720904	Customer Substation	7303	Blues Point Road, 162 NORTH SYDNEY NSW 2060
CP/SP125	9253448	Customer Substation	7304	Blues Point Road, 14 MCMAHONS POINT NSW 2060
3/499693	E28607	Customer Substation	7305	Burlington Street & Alexander Lane CROWS NEST NSW 2065
1/564685	2275883	Customer Substation	7306	Chandos Street ST LEONARDS NSW 2065
1/927407; C/172499	P196469	Customer Substation	7307	Chandos Street, 55 - 61 ST LEONARDS NSW 2065
2/733528	V624018	Customer Substation	7308	Christie Street ST LEONARDS NSW 2065
CP/SP71539	R26966	Customer Substation	7309	Clarke Lane CROWS NEST NSW 2065
CP/SP62905	E653299	Customer Substation	7310	Clarke Lane CROWS NEST NSW 2065

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP48819	U258202	Customer Substation	7312	Cremorne Lane CREMORNE NSW 2090
155/701192	W166216	Customer Substation	7313	Denison Street NORTH SYDNEY NSW 2060
CP/SP35644	X443859	Customer Substation	7315	Denison Street NORTH SYDNEY NSW 2060
1/786322	M804738	Customer Substation	7318	Eden Street, 3 - 11 CROWS NEST NSW 2065
7/9708	R196668	Customer Substation	7319	Ernest Street NEUTRAL BAY NSW 2089
CP/SP32267	Q241850	Customer Substation	7321	Falcon Street, 24 - 26 CROWS NEST NSW 2065
1/1123805	E641043	Customer Substation	7322	Gillies Street WOLLSTONECRAFT NSW 2065
CP/SP75058	Y652460	Customer Substation	7324	Glen Street MILSONS POINT NSW 2061
1/557103	N635695	Customer Substation	7327	Harnett Street NORTH SYDNEY NSW 2060
1/551401	P447767	Customer Substation	7331	Little Spring Street NORTH SYDNEY NSW 2060
101/730995	W367024	Customer Substation	7332	Little Spring Street NORTH SYDNEY NSW 2060
1/832416	W641212	Customer Substation	7333	Little Spring Street (Aka Walker Street, 88) NORTH SYDNEY NSW 2060
101/748911	Y153987	Customer Substation	7334	99 Walker Street, NORTH SYDNEY NSW 2060

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP35343	P343287	Customer Substation	7335	Little Walker Street NORTH SYDNEY NSW 2060
CP/SP13264	Z713187	Customer Substation	7338	Little Walker Street NORTH SYDNEY NSW 2060
Auto Consol 9590-26	S131812	Customer Substation	7339	Lower Hill Street NORTH SYDNEY NSW 2060
1/576658	Q54949	Customer Substation	7340	Lower Hill Street NORTH SYDNEY NSW 2060
11/1091686	U209695	Customer Substation	7342	Miller Street NORTH SYDNEY NSW 2060
CP/SP73638	Q395377	Customer Substation	7343	Miller Street NORTH SYDNEY NSW 2060
1/237745	U947671	Customer Substation	7345	Miller Street, 213 - 219 NORTH SYDNEY NSW 2060
1/706146	I843951	Customer Substation	7346	Miller Street NORTH SYDNEY NSW 2060
1/362642	3100349	Customer Substation	7347	54 Miller Street, NORTH SYDNEY NSW 2060
CP/SP49696	Y305703	Customer Substation	7348	Miller Street & McLaren Street NORTH SYDNEY NSW 2060
CP/SP34447	W551058	Customer Substation	7349	Military Road NEUTRAL BAY NSW 2089
11/583735	R376693	Customer Substation	7350	Miller Street, 100 NORTH SYDNEY NSW 2060
1/557873	S74905	Customer Substation	7352	Mitchell Street MCMAHONS POINT NSW 2060
120/564606	P347304	Customer Substation	7353	Mitchell Street NORTH SYDNEY NSW 2060

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP54438	N93206	Customer Substation	7354	Mitchell Street & Atchison Street ST LEONARDS NSW 2065
1/635642	X387660	Customer Substation	7355	Mount Street NORTH SYDNEY NSW 2060
CP/SP63427	Q126967	Customer Substation	7357	Mount Street, 81 - 83 NORTH SYDNEY NSW 2060
21/575665	T665397	Customer Substation	7360	Myrtle Street CROWS NEST NSW 2065
2/562069	P216985	Customer Substation	7361	Napier Street NORTH SYDNEY NSW 2060
CP/SP30607	X652822	Customer Substation	7362	Nicholson Street, 402 - 420 CROWS NEST NSW 2065
CP/SP56120	Q174944	Customer Substation	7364	252-256 Pacific Highway, NORTH SYDNEY NSW 2060
10/1083469	U387618	Customer Substation	7366	Pacific Highway, 657 - 663 NORTH SYDNEY NSW 2060
3/1101874	Y674913	Customer Substation	7369	Ridge Street NORTH SYDNEY NSW 2060
1/566189	P171914	Customer Substation	7371	Mount Street, 80 NORTH SYDNEY NSW 2060
1/702144	W84483	Customer Substation	7372	Spring Street NORTH SYDNEY NSW 2060
1/539853; C/975970	Z708298	Customer Substation	7373	Union Street NORTH SYDNEY NSW 2060
19/701376	V383290	Customer Substation	7375	Walker Street NORTH SYDNEY NSW 2060
3/207935	Y751463	Customer Substation	7376	Evans Avenue ROSEBURY NSW 2018

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP50411	N845529	Customer Substation	7377	Walker Street & Little Walker Street NORTH SYDNEY NSW 2060
21/88932	W881642	Customer Substation	7379	Waters Road NEUTRAL BAY NSW 2089
21/1162915	U400465	Customer Substation	7380	Croydon Road HURSTVILLE NSW 2220
1/544711	M774462	Customer Substation	7382	West Street, 7 - 9 NORTH SYDNEY NSW 2060
101/1076397	AD216215	Customer Substation	7383	William Street NORTH SYDNEY NSW 2060
Auto Consol 8644-247	S610096	Customer Substation	7384	William Street NORTH SYDNEY NSW 2060
1/1091373	Y204350	Customer Substation	7385	Rangers Road, 1 - 7 NEUTRAL BAY NSW 2089
1/1214534	M470863	Customer Substation	7386	Yeo Street CREMORNE NSW 2090
CP/SP67732	P598439	Customer Substation	7387	Young Lane NEUTRAL BAY NSW 2089
Auto Consol 8649-144	W429634	Customer Substation	7389	Parraween Street CREMORNE JUNCTION NSW 2090
CP/SP22796	W332716	Customer Substation	7390	Carlingford Road, 37 - 41 EPPING NSW 2121
CP/SP19656	X387661	Customer Substation	7391	Kent Street EPPING NSW 2121
CP/SP57695	W331957	Customer Substation	7393	Moonbie Street SUMMER HILL NSW 2130

Lease Annexure A Distribution Network Lease

*SHOULD READ A/320192

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
121/1158071	X91211	Customer Substation	7394	St Albans Road, 16 KINGSGROVE NSW 2208
*A/364217	W678085	Customer Substation	7395	O'riordan Street, 154 - 166 MASCOT NSW 2020
Auto Consol 6049-172	W533610	Customer Substation	7396	George Street MORTDALE NSW 2223
2/718986	Z797956	Customer Substation	7397	Horsley Road MILPERRA NSW 2214
101/1106515	W442009	Customer Substation	7398	Highclere Avenue, 140 PUNCHBOWL NSW 2196
4/1171671	AC229445	Customer Substation	7399	Milperra Road, 144 - 154 REVESBY NSW 2212
Auto Consol 7974-146	W479742	Customer Substation	7400	The Crescent KINGSGROVE NSW 2208
Auto Consol 7974-146	W479743	Customer Substation	7401	The Crescent KINGSGROVE NSW 2208
Auto Consol 15453-129	W804080	Customer Substation	7402	Bourke Road ALEXANDRIA NSW 2015
CP/SP49574	Y652461	Customer Substation	7403	Bruce Street CROWS NEST NSW 2065
100/1145844; 101/1145844; CP/SP83099	W525166	Customer Substation	7405	Rickard Road, 41 - 45 BANKSTOWN NSW 2200
10/630524	X57367	Customer Substation	7406	Rickard Road BANKSTOWN NSW 2200
B/178079	Q97453	Customer Substation	7408	Anzac Parade RANDWICK NSW 2031
1001/1137832	I257429	Customer Substation	7409	Anzac Parade RANDWICK NSW 2031

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/800413	I645792	Customer Substation	7412	Castlereagh Street SYDNEY NSW 2000
1/872553	Z567347	Customer Substation	7413	Arden Street COOGEE NSW 2034
201/1171099	Q159997	Customer Substation	7415	Avoca Street RANDWICK NSW 2031
CP/SP8257	Y484468	Customer Substation	7418	Addison Road MANLY NSW 2095
3/733666	W995694	Customer Substation	7419	Lincoln Street LANE COVE WEST NSW 2066
CP/SP74204	W60867	Customer Substation	7420	Boyce Road MAROUBRA JUNCTION NSW 2035
1/940543	W321534	Customer Substation	7421	Lords Road LEICHHARDT NSW 2040
1/722971	W668480	Customer Substation	7422	Frazer Street LEICHHARDT NSW 2040
17/1150018	T794701	Customer Substation	7423	Boyce Road (Pacific Square) MAROUBRA NSW 2035
Auto Consol 1432-71	X169043	Customer Substation	7424	Booth Street, 1 - 19 CAMPERDOWN NSW 2050
105/811813	E956997	Customer Substation	7425	Belmore Road RANDWICK NSW 2031
3/1104617	T120177	Customer Substation	7428	High Street RANDWICK NSW 2031
Auto Consol 11038-222	W491074	Customer Substation	7430	John Lane & Alison Road RANDWICK NSW 2031
21/849284	2750512	Customer Substation	7432	King Street, 86s RANDWICK NSW 2031

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/228903	AI910671	Customer Substation	7433	King Street RANDWICK NSW 2031
2/554597	T785811	Customer Substation	7435	Perry Street MATRAVILLE NSW 2036
1/369668	V817464	Customer Substation	7436	Raymond Avenue MATRAVILLE NSW 2036
X/377169	O408580	Customer Substation	7437	Boorea Avenue LAKEMBA NSW 2195
CP/SP6112	V138667	Customer Substation	7438	Alfred Street RAMSGATE NSW 2217
CP/SP6052	T747663	Customer Substation	7439	Alfred Street RAMSGATE NSW 2217
CP/SP4252	T385521	Customer Substation	7440	Alfred Street RAMSGATE NSW 2217
CP/SP3085	X829938	Customer Substation	7441	Yarren Avenue BRIGHTON-LE- SANDS NSW 2216
2/632477	V789383	Customer Substation	7442	Arncliffe Street ARNCLIFFE NSW 2205
112/734882	V664626	Customer Substation	7444	Avenal Street ARNCLIFFE NSW 2205
52/524952	8411043	Customer Substation	7445	Barnsbury Grove (Kingsland Road, 120) BEXLEY NSW 2207
CP/SP11123	S808883	Customer Substation	7448	Bay Street BRIGHTON-LE- SANDS NSW 2216
CP/SP15878	8453272	Customer Substation	7449	Willison Road, 27 CARLTON NSW 2218

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
100/867179	W293866	Customer Substation	7450	Bermill Street ROCKDALE NSW 2216
201/1105214	W327524	Customer Substation	7451	Stevens Street PENNANT HILLS NSW 2120
6/12686	Z460318	Customer Substation	7452	Bermill Street, 8 - 12 ROCKDALE NSW 2216
5/17133; 6/17133	W401111	Customer Substation	7453	Bestic Street (Rockdale) KYEEMAGH NSW 2216
CP/SP11296	V389579	Customer Substation	7456	Carlton Parade CARLTON NSW 2218
11/1074481	W38680	Customer Substation	7457	Chapel Street ROCKDALE NSW 2216
1/628851	V182289	Customer Substation	7458	Chapel Street ROCKDALE NSW 2216
CP/SP8800	T463571	Customer Substation	7459	Chapel Street ROCKDALE NSW 2216
CP/SP3020	V374531	Customer Substation	7460	Chuter Avenue RAMSGATE NSW 2217
CP/SP3760	V515785	Customer Substation	7461	Chuter Avenue RAMSGATE NSW 2217
CP/SP4319	T544692	Customer Substation	7462	Chuter Avenue RAMSGATE NSW 2217
CP/SP6931	V439147	Customer Substation	7463	Clareville Avenue SANS SOUCI NSW 2219
CP/SP6381	T542581	Customer Substation	7464	Crawford Road BRIGHTON-LE- SANDS NSW 2216

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP10076	T701197	Customer Substation	7465	Cross Lane KOGARAH NSW 2217
25/4274	W86841	Customer Substation	7468	Edward Street ARNCLIFFE NSW 2205
CP/SP12341	T966987	Customer Substation	7471	French Street KOGARAH NSW 2217
4/218149	I707841	Network Substation	7472	Firth Street, 35a ARNCLIFFE NSW 2205
CP/SP5136	V636498	Customer Substation	7474	Gannon Avenue DOLLS POINT NSW 2219
CP/SP13286	T169683	Customer Substation	7475	Gordon Street BRIGHTON-LE- SANDS NSW 2216
CP/SP3177	X552703	Customer Substation	7477	Grand Parade BRIGHTON-LE- SANDS NSW 2216
CP/SP11208	T409191	Customer Substation	7478	Green Street, 17 - 23 KOGARAH NSW 2217
1/1018116	S944696	Customer Substation	7480	Harrow Road BEXLEY NSW 2207
CP/SP9004	V512040	Customer Substation	7484	Henson Street BRIGHTON-LE- SANDS NSW 2216
CP/SP5350	T503822	Customer Substation	7485	Hercules Road BRIGHTON-LE- SANDS NSW 2216
1/SP74015	AG485266	Customer Substation	7487	Scott Lane (27 Toomevara Street) KOGARAH NSW 2217
CP/SP11652	S937044	Customer Substation	7488	Kings Road, 37 - 39 BRIGHTON-LE- SANDS NSW 2216
1/1199713	V676717	Customer Substation	7489	Kyle Street ARNCLIFFE NSW 2205

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP6618	T725071	Customer Substation	7490	Lawson Street SANS SOUCI NSW 2219
11/817839	8483049	Customer Substation	7492	Lindsay Street ROCKDALE NSW 2216
CP/SP84744	T443042	Customer Substation	7493	Lindsay Street ROCKDALE NSW 2216
109/746099	V451958	Customer Substation	7495	Linwood Avenue BEXLEY NSW 2207
CP/SP6298	T163466	Customer Substation	7498	Mcmillan Avenue SANS SOUCI NSW 2219
CP/SP8118	V661696	Customer Substation	7499	Moate Avenue BRIGHTON-LE-SANDS NSW 2216
CP/SP7727	V113353	Customer Substation	7502	Norman Avenue DOLLS POINT NSW 2219
CP/SP5352	V671469	Customer Substation	7503	Sybil Lane BRIGHTON-LE-SANDS NSW 2216
CP/SP14063	5945455	Customer Substation	7504	Robertson Street, 19 KOGARAH NSW 2217
2/733218	W157675	Network Substation	7505	Park Street DOLLS POINT NSW 2219
102/1042328	W160587	Network Substation	7506	Preddys Road BEXLEY NSW 2207
B/420299; G/419941	AC894693	Customer Substation	7507	Oak Road North (98 Oak Road) KIRRAWEE NSW 2232
CP/SP8116	V46320	Customer Substation	7508	President Avenue BRIGHTON-LE-SANDS NSW 2216
CP/SP86061	T831441	Customer Substation	7510	Princes Highway KOGARAH NSW 2217

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP9581	V325245	Customer Substation	7511	Princess Street BRIGHTON-LE-SANDS NSW 2216
CP/SP5851	T878714	Customer Substation	7512	Queens Road BRIGHTON-LE-SANDS NSW 2216
CP/SP5893	V22711	Customer Substation	7513	Queen Street ARNCLIFFE NSW 2205
7/11037	AG931159	Customer Substation	7514	The Grand Parade, 277 RAMSGATE NSW 2217
146/15391	W410184	Network Substation	7515	Robert Street RAMSGATE NSW 2217
CP/SP11423	V84676	Customer Substation	7516	Robertson Street KOGARAH NSW 2217
CP/SP6842	T247586	Customer Substation	7518	Rocky Point Road SANS SOUCI NSW 2219
22/620329	5581808	Customer Substation	7519	Rocky Point Road KOGARAH NSW 2217
CP/SP6645	T124539	Customer Substation	7520	Solander Street BRIGHTON-LE-SANDS NSW 2216
Auto Consol 4899-150	S776199	Customer Substation	7521	Stoney Creek Road BEXLEY NSW 2207
101/601383	T169685	Customer Substation	7522	The Glen Road ARNCLIFFE NSW 2205
475/752056	9449716	Customer Substation	7523	Tonbridge Street RAMSGATE NSW 2217
CP/SP7273	T349378	Customer Substation	7524	Trafalgar Street BRIGHTON-LE-SANDS NSW 2216
102/702186	X515606	Customer Substation	7525	Turrella Street TURRELLA NSW 2205

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/220806	W754911	Customer Substation	7526	Turrella Street TURRELLA NSW 2205
CP/SP3891	V297821	Customer Substation	7527	The Strand ROCKDALE NSW 2216
CP/SP1061	Z931572	Customer Substation	7529	Watkin Street ROCKDALE NSW 2216
1/1115388	W196730	Customer Substation	7531	West Botany Street ROCKDALE NSW 2216
CP/SP34276	W30318	Customer Substation	7532	West Botany Street ROCKDALE NSW 2216
1/449986	T204199	Customer Substation	7534	West Botany Street ROCKDALE NSW 2216
CP/SP8059	T652193	Customer Substation	7535	Wolli Creek Road BANKSIA NSW 2216
CP/SP9084	T924608	Customer Substation	7536	Wolseley Street KOGARAH NSW 2217
110/1163591	R133560	Customer Substation	7538	Badajoz Road NORTH RYDE NSW 2113
110/1178827	X167921	Customer Substation	7540	Balaclava Road & Agincourt Road MARSFIELD NSW 2122
10/1110978	Z973123	Customer Substation	7542	Blaxland Road RYDE NSW 2112
Auto Consol 6799-160	Q606354	Customer Substation	7543	Buffalo Road RYDE NSW 2112
122/567570	R133562	Customer Substation	7544	Byfield Street NORTH RYDE NSW 2113
CP/SP47413	R586140	Customer Substation	7545	Byfield Street NORTH RYDE NSW 2113

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
4/270258	AC862889	Customer Substation	7546	Waterloo Road, 80 (Byfield Street - Macquarie Park) NORTH RYDE NSW 2113
3/7130	T169680	Customer Substation	7547	Constitution Road MEADOWBANK NSW 2114
1/713706	R591423	Customer Substation	7548	Constitution Road MEADOWBANK NSW 2114
Auto Consol 9621-248	X5071	Customer Substation	7549	Constitution Road MEADOWBANK NSW 2114
100/863422	S570877	Customer Substation	7551	Coxs Road NORTH RYDE NSW 2113
CP/SP89907	T742849	Customer Substation	7555	Devlin Street & Lane Cove Road (Blaxland Road, 219) RYDE NSW 2112
1/225913	Z313996	Customer Substation	7556	Devlin Street RYDE NSW 2112
100/700942	T777289	Customer Substation	7557	Epping Road NORTH RYDE NSW 2113
CP/SP92226	W477851	Customer Substation	7558	Eden Street CROWS NEST NSW 2065
2/803277	AE291678	Customer Substation	7561	Railway Parade, 30 - 32 BURWOOD NSW 2134
2/3150	W450994	Customer Substation	7563	Pacific Highway HORNSBY NSW 2077
21/719586	X89114	Customer Substation	7565	Chertsey Avenue BANKSTOWN NSW 2200
100/700942	P575849	Customer Substation	7566	Epping Road RYDE NSW 2112

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP20380	T597083	Customer Substation	7570	Fourth Avenue DENISTONE NSW 2114
300/1194688	S821167	Customer Substation	7571	Frank Street & College Street GLADESVILLE NSW 2111
CP/SP37634	U498407	Customer Substation	7573	Stanley Street BANKSTOWN NSW 2200
122/1176147	W655320	Customer Substation	7574	Giffnock Avenue NORTH RYDE NSW 2113
2/575461	T684923	Customer Substation	7575	Giffnock Avenue, 16 NORTH RYDE NSW 2113
41/1111722	T460061	Customer Substation	7576	Giffnock Avenue (Macquarie Park) NORTH RYDE NSW 2113
F/376919	S970130	Customer Substation	7577	Gladstone Avenue RYDE NSW 2112
93/24052	S738769	Customer Substation	7578	Halcyon Street GLADESVILLE NSW 2111
1/213100	T761068	Customer Substation	7579	Herring Road EASTWOOD NSW 2122
1/131082	Y5009	Customer Substation	7581	Jordan Street GLADESVILLE NSW 2111
CP/SP69134	P54964	Customer Substation	7582	Jordan Street, 1 - 7 GLADESVILLE NSW 2111
1/633221	V743855	Customer Substation	7583	Khartoum Road NORTH RYDE NSW 2113
1/618224	T906691	Customer Substation	7584	Khartoum Road NORTH RYDE NSW 2113

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP18124	W123116	Customer Substation	7586	Lane Cove Road NORTH RYDE NSW 2113
11/617845	V863126	Customer Substation	7587	Lane Cove Road NORTH RYDE NSW 2113
11/1194057	2510322	Customer Substation	7588	Lane Cove Road NORTH RYDE NSW 2113
3/1129811	S985304	Customer Substation	7589	Lane Cove Road RYDE NSW 2112
53/570006	Z269764	Customer Substation	7590	Giffnock Avenue NORTH RYDE NSW 2113
21/564303	AC452109	Customer Substation	7591	Byfield Street NORTH RYDE NSW 2113
1/830192	U241897	Customer Substation	7593	Charlton Street WOY WOY NSW 2256
4/1129793	W377510	Customer Substation	7594	Morrison Road, 227 RYDE NSW 2112
CP/SP19324	V970634	Customer Substation	7595	Parry Street, Adjacent To 1 (At Rear Of Charles Street, 76) PUTNEY NSW 2112
Auto Consol 10937-238	T466541	Customer Substation	7600	Pembroke Road MARSFIELD NSW 2122
Auto Consol 10937-238	Z18050	Customer Substation	7600	Pembroke Road MARSFIELD NSW 2122
2/1047032	T122250	Customer Substation	7602	Delhi Road, 14 - 20 & Plassey Road (Macquarie Park) NORTH RYDE NSW 2113
9/7533	U432143	Customer Substation	7603	Railway Road MEADOWBANK NSW 2114

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP55507	9470688	Customer Substation	7604	Rhodes Street, 7 - 9 WEST RYDE NSW 2114
1/1205357	T57380	Customer Substation	7605	Rothsay Avenue RYDE NSW 2112
1/598447	W77077	Customer Substation	7606	Ryedale Road WEST RYDE NSW 2114
4/1031467	T790614	Customer Substation	7607	Talavera Road NORTH RYDE NSW 2113
1/1069163	Y912934	Customer Substation	7609	Talavera Road NORTH RYDE NSW 2113
56/771511	X846878	Customer Substation	7610	Talavera Road NORTH RYDE NSW 2113
11/733881	N158505	Customer Substation	7611	Talavera Road NORTH RYDE NSW 2113
2/549570	N525570	Customer Substation	7612	Tennyson Road RYDE NSW 2112
1/549570	N655271	Customer Substation	7613	Tennyson Road RYDE NSW 2112
7/1046532	Y492331	Customer Substation	7615	Thelma Street EASTWOOD NSW 2122
2/590508	Q992970	Customer Substation	7617	Underdale Lane MEADOWBANK NSW 2114
Auto Consol 15455-240	E61119	Customer Substation	7618	Eagle Street RYDE NSW 2112
2/550839	Y800196	Customer Substation	7621	Victoria Road ERMINGTON NSW 2115
8/1043041	T752170	Customer Substation	7624	Waterloo Road NORTH RYDE NSW 2113

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/1129811; 3/1129811	S738771	Customer Substation	7627	Waterloo Road NORTH RYDE NSW 2113
3/1043041	S600477	Customer Substation	7628	Waterloo Road NORTH RYDE NSW 2113
1/614688	O216088	Customer Substation	7629	The Entrance Road BATEAU BAY NSW 2261
1/1130105; 5/1130105	S331800	Customer Substation	7630	Waterloo Road (Macquarie Park New Station) NORTH RYDE NSW 2113
4/1043041	S138329	Customer Substation	7631	Waterloo Road NORTH RYDE NSW 2113
Auto Consol 5267-65	P793351	Customer Substation	7633	Waterview Street RYDE NSW 2112
77/580678	U365268	Customer Substation	7634	Seddon Street, 17 BANKSTOWN NSW 2200
Auto Consol 14362-170	Q658994	Customer Substation	7635	West Parade EASTWOOD NSW 2122
80/1107759	AB208814	Customer Substation	7637	Wicks Road NORTH RYDE NSW 2113
1/833060	V111583	Customer Substation	7638	Wicks Road NORTH RYDE NSW 2113
1/556321	P201950	Customer Substation	7640	Zanco Road MARSFIELD NSW 2122
1/113487	X289965	Customer Substation	7642	Arthur Street FLEMINGTON NSW 2140
CP/SP69537	N806675	Customer Substation	7643	Beresford Road STRATHFIELD NSW 2135
22/1017731	Q853951	Customer Substation	7644	Beresford Road STRATHFIELD NSW 2135

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
A/387825	V671468	Customer Substation	7645	Braidwood Street ENFIELD NSW 2136
1/186047	X695809	Customer Substation	7646	Braidwood Street ENFIELD NSW 2136
2/849855	V400328	Customer Substation	7648	Cosgrove Road ENFIELD NSW 2136
31/714853	Q843082	Customer Substation	7649	Cosgrove Road ENFIELD NSW 2136
1/88999	X275598	Customer Substation	7650	Cosgrove Road SOUTH STRATHFIELD NSW 2136
59/1776	5891030	Customer Substation	7654	Gould Street, 12 ENFIELD NSW 2136
F/23122	W812803	Customer Substation	7655	Norman Street PEAKHURST NSW 2210
1/778088	Z770624	Customer Substation	7656	Hope Street ENFIELD NSW 2136
A/361213	AB458006	Customer Substation	7658	Liverpool Road, 546 ENFIELD NSW 2136
F/447764	W384007	Customer Substation	7660	Margaret Street STRATHFIELD NSW 2135
Auto Consof 14994-96	S996344	Customer Substation	7662	Orrs Lane STRATHFIELD NSW 2135
49/878436	R330093	Customer Substation	7665	Punchbowl Road ENFIELD NSW 2136
1/633185	AC215419	Customer Substation	7667	Fitzpatrick Street, 42 REVESBY NSW 2212
100/1053737	S356537	Customer Substation	7668	Atkinson Road TAREN POINT NSW 2229

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/SP35811	R729500	Customer Substation	7669	Roberts Road CHULLORA NSW 2190
Auto Consol 7379-207	R50322	Customer Substation	7672	Wentworth Street & Norfolk Road CHULLORA NSW 2190
1/632529	T710554	Customer Substation	7673	Wentworth Road HOMEBUSH NSW 2140
100/1083371	V415090	Customer Substation	7674	Acacia Road North KIRRAWEE NSW 2232
1415/1114552	V459678	Customer Substation	7676	Bath Road South & Mattama Avenue KIRRAWEE NSW 2232
21/800979; 22/800979	R781010	Customer Substation	7677	Bath Road KIRRAWEE NSW 2232
112/632759	W427440	Customer Substation	7679	Mount Street NORTH SYDNEY NSW 2060
1/609519	5390195	Customer Substation	7680	Marigold Street, 75 REVESBY NSW 2212
CP/SP48549	Q491812	Customer Substation	7682	Bath Road KIRRAWEE NSW 2232
CP/SP78875	6221328	Customer Substation	7685	Box Road, 1 TAREN POINT NSW 2229
CP/SP84385	P63883	Customer Substation	7686	Box Road, 3 TAREN POINT NSW 2229
12/635173	W229628	Customer Substation	7687	Bowra Close MENAI NSW 2234
1/101140	T820361	Customer Substation	7688	Captain Cook Drive CARINGBAH NSW 2229

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/631294	V856728	Customer Substation	7689	Captain Cook Drive CARINGBAH NSW 2229
1/1180482	R205169	Customer Substation	7691	Captain Cook Drive CARINGBAH NSW 2229
2/866034	W236925	Customer Substation	7692	Cawarra Road CARINGBAH NSW 2229
241/12496	V217947	Customer Substation	7693	Cawarra Road CARINGBAH NSW 2229
3/866034	P720906	Customer Substation	7695	Cawarra Road CARINGBAH NSW 2229
228/12496	S680914	Customer Substation	7696	Cawarra Road CARINGBAH NSW 2229
1/787109	U150717	Customer Substation	7697	Vidler Avenue WOY WOY NSW 2256
12/602039	T842231	Customer Substation	7698	Central Road MIRANDA NSW 2228
CP/SP74849	Q836883	Customer Substation	7700	Cook Street, 58 - 64 SUTHERLAND NSW 2232
1/700935	W272106	Customer Substation	7701	Croydon Road CRONULLA NSW 2230
Auto Consol 11357-14	S881314	Customer Substation	7702	East Parade SUTHERLAND NSW 2232
CP/SP23074	W221675	Customer Substation	7704	Endeavour Road CARINGBAH NSW 2229
CP/SP35216	S391547	Customer Substation	7705	Endeavour Road CARINGBAH NSW 2229
CP/SP63275	S916002	Customer Substation	7708	Eton Street SUTHERLAND NSW 2232

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP18584	S983017	Customer Substation	7709	Flora Street KIRRAWEE NSW 2232
5/598965	S578286	Customer Substation	7710	Formosa Street SYLVANIA NSW 2224
55/1189490	R403595	Customer Substation	7711	Freya Street KAREELA NSW 2232
CP/SP69778	R918326	Customer Substation	7712	Garvan Road HEATHCOTE NSW 2233
CP/SP20937	W898341	Customer Substation	7713	Gerrale Street CRONULLA NSW 2230
1/624028	AE591833	Customer Substation	7714	High Street CARINGBAH NSW 2229
1/868261	Q663121	Customer Substation	7715	Hotham Road GYMEA NSW 2227
1/237017	W617169	Customer Substation	7716	Kareena Road MIRANDA NORTH NSW 2228
Auto Consol 14101-133	Q972109	Customer Substation	7718	Kingsway MIRANDA NSW 2228
Auto Consol 8651-204	I415802	Customer Substation	7719	Kingsway MIRANDA NSW 2228
Auto Consol 5122-39	P573294	Customer Substation	7721	Kingsway MIRANDA NSW 2228
16/630135	V281438	Customer Substation	7722	Kumulla Road TAREN POINT NSW 2229
CP/SP71428	T458608	Customer Substation	7723	Kumulla Road CARINGBAH NSW 2229
1/115426	W646283	Customer Substation	7725	Mackay Street CARINGBAH NSW 2229

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
Auto Consol 14797-151	S916178	Customer Substation	7726	Mackay Street CARINGBAH NSW 2229
15/247803	V71614	Customer Substation	7727	Marshall Road KIRRAWEE NSW 2232
101/1187007	R265619	Customer Substation	7728	Menai Road MENAI NSW 2234
Auto Consol 8112-13	8468377	Customer Substation	7729	Merton Street SUTHERLAND NSW 2232
CP/SP82769	W370889	Customer Substation	7730	Meta Street CARINGBAH NSW 2229
1/1190039	T40135	Customer Substation	7731	Miranda Road MIRANDA NORTH NSW 2228
14/B/9137	T443044	Customer Substation	7732	Monro Avenue, 19 KIRRAWEE NSW 2232
H/419941	Q799348	Customer Substation	7733	Monro Avenue KIRRAWEE NSW 2232
1/89876	AG655918	Zone Substation	7734	New Illawarra Road LUCAS HEIGHTS NSW 2234
1129/752064	Q619578	Customer Substation	7735	Nicholson Parade CRONULLA SOUTH NSW 2230
4/1046917	W737750	Customer Substation	7737	Riley Street WOOLLOOMOOLOO NSW 2011
CP/SP6458	M768157	Customer Substation	7739	Parramatta Street CRONULLA NSW 2230
472/843746	V557634	Customer Substation	7740	Parraweena Road CARINGBAH NSW 2229
24/E/8529	T410873	Customer Substation	7741	Parraweena Road TAREN POINT NSW 2229

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
16/C/8529	T909707	Customer Substation	7742	Parraweena Road TAREN POINT NSW 2229
CP/SP70232	P215555	Customer Substation	7743	Parraweena Road TAREN POINT NSW 2229
43/552996	N770641	Customer Substation	7744	Parraweena Road, 7 - 11 TAREN POINT NSW 2229
1/1025954	T540290	Customer Substation	7746	Port Hacking Road SYLVANIA NSW 2224
2/712631	W917838	Customer Substation	7747	Port Hacking Road, 383 - 387 CARINGBAH NSW 2229
CP/SP20422	Y63791	Customer Substation	7749	President Avenue CARINGBAH NSW 2229
22/2/1688	S880045	Customer Substation	7750	President Avenue SUTHERLAND NSW 2232
1/740289	Q170646	Customer Substation	7752	Princes Highway SYLVANIA NSW 2224
1/223704	T276136	Customer Substation	7753	Production Road TAREN POINT NSW 2229
1/SP6768	Q73468	Customer Substation	7755	Taren Point Road TAREN POINT NSW 2229
11/829777; 12/829777	I332745	Customer Substation	7756	Alexander Avenue TAREN POINT NSW 2229
7/228854	Q811789	Customer Substation	7757	Taren Point Road TAREN POINT NSW 2229
243/11106	R474819	Customer Substation	7758	Tasman Street KURNELL NSW 2231

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/218378	W328510	Customer Substation	7761	The Boulevard KIRRAWEE NSW 2232
1/118843	W343365	Customer Substation	7763	Urunga Parade MIRANDA NSW 2228
Auto Consol 8651-204	AC672129	Customer Substation	7764	Wandella Road MIRANDA NSW 2228
3/2/1660	Q497728	Customer Substation	7765	Waratah Street KIRRAWEE NSW 2232
1/1034728	W392068	Customer Substation	7766	Waratah Street, 40 KIRRAWEE NSW 2232
1/522941	W213531	Customer Substation	7768	Waratah Road, 25 - 27 KIRRAWEE NSW 2232
B/420042	T31167	Customer Substation	7769	Willarong Road CARINGBAH NSW 2229
Auto Consol 12713-246	O448845	Customer Substation	7770	Willarong Road CARINGBAH SOUTH NSW 2229
201/12496	5197716	Customer Substation	7771	Woodfield Boulevard CARINGBAH NSW 2229
206/12496; 207/12496	X136502	Customer Substation	7772	Woodfield Boulevard, 64 - 74 CARINGBAH NSW 2229
4/43726	T944220	Customer Substation	7773	Yala Road BANGOR NSW 2234
1/539318	V727166	Customer Substation	7775	Alexander Street REDFERN NSW 2016
CP/SP18021	T143829	Customer Substation	7776	Allen Street PYRMONT NSW 2009
3/789878	Y730103	Customer Substation	7777	Amelia Street, 21 WATERLOO NSW 2017

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP890	W187884	Customer Substation	7778	Amos Lane RUSHCUTTERS BAY NSW 2011
3/788543	S752068	Customer Substation	7781	Coulston Street, 1a & Ashmore Street ERSKINEVILLE NSW 2043
Auto Consol 4896-158	W47071	Customer Substation	7783	Bank Street PYRMONT NSW 2009
1/1107252	6409234	Customer Substation	7785	Baptist Street REDFERN NSW 2016
Auto Consol 15392-52	AE130568	Customer Substation	7787	Barcom Avenue RUSHCUTTERS BAY NSW 2011
CP/SP73943	AD862278	Customer Substation	7788	Baroda Street (Elizabeth Bay Road, 2) KINGS CROSS NSW 2011
CP/SP73943	X24398	Customer Substation	7789	Baroda Street (Elizabeth Bay Road, 2) ELIZABETH BAY NSW 2011
50/1059553	Q742115	Customer Substation	7791	Bathurst Street & Castlereagh Street SYDNEY NSW 2000
CP/SP62799	W827712	Customer Substation	7793	Beaconsfield Street ALEXANDRIA NSW 2015
1/87863	Z282219	Customer Substation	7794	Belmore Lane SURRY HILLS NSW 2010
89/19171	P159542	Customer Substation	7799	Birmingham Street ALEXANDRIA NSW 2015
2/587198	S882754	Customer Substation	7802	Bligh Street SYDNEY NSW 2000
1/225060A; 1/225060B	Z78110	Customer Substation	7803	Bond Street SYDNEY NSW 2000

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1784/821362	9649451	Customer Substation	7807	Boronia Street MOORE PARK NSW 2021
201/1120727	AD577626	Customer Substation	7808	Botany Road ZETLAND NSW 2017
CP/SP57504	3686309	Customer Substation	7810	Botany Street WATERLOO NSW 2017
CP/SP86011	AB279908	Customer Substation	7813	Bourke Road, 51 - 53 ALEXANDRIA NSW 2015
202/807705	U794250	Customer Substation	7814	Kingsgrove Road KINGSGROVE NSW 2208
11/135903	P301982	Customer Substation	7818	Bourke Road ALEXANDRIA NSW 2015
CP/SP49583	E486277	Customer Substation	7819	Bourke Street SURRY HILLS NSW 2010
4/248721	W455435	Customer Substation	7821	Bourke Road ALEXANDRIA NSW 2015
1/1074105	U43327	Customer Substation	7822	Bourke Road REDFERN NSW 2016
3/558672	7250587	Customer Substation	7823	Bourke Road ALEXANDRIA NSW 2015
Auto Consol 15453-129	S319356	Customer Substation	7825	Bourke Road ALEXANDRIA NSW 2015
CP/SP31174	W434094	Customer Substation	7833	Burrahpore Lane WOOLLOOMOOLOO NSW 2011
1718/829436	O459658	Customer Substation	7835	Pacific Highway WYONG NSW 2259
1/576886	Q329912	Customer Substation	7837	Broderick Street CAMPERDOWN NSW 2050

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP22353	V560374	Customer Substation	7838	Brougham Street POTTS POINT NSW 2011
4/880430	P144039	Customer Substation	7839	Brown Street CAMPERDOWN NSW 2050
3/317851	R448135	Customer Substation	7840	Bruce Street WATERLOO NSW 2017
CP/SP17463	T137795	Customer Substation	7841	Bulwara Road ULTIMO NSW 2007
11/606737	Z571492	Customer Substation	7844	Burrows Road ALEXANDRIA NSW 2015
B/90878	T540664	Customer Substation	7845	Burrows Road ALEXANDRIA NSW 2015
CP/SP18851	T89878	Customer Substation	7850	Busby Lane WOOLLOOMOOLOO NSW 2011
48/25402	I864725	Customer Substation	7851	Biloela Street, 44 VILLAWOOD NSW 2163
CP/SP35357	I966720	Customer Substation	7852	Moxon Road PUNCHBOWL NSW 2196
1/830390	R607433	Customer Substation	7855	Caroline Street REDFERN NSW 2016
1/222356	V269294	Customer Substation	7856	Castlereagh Street SYDNEY NSW 2000
2/34160	V590424	Customer Substation	7858	Castlereagh Street SYDNEY NSW 2000
X/381082	X986235	Customer Substation	7859	Arncliffe Street ARNCLIFFE NSW 2205
Auto Consol 4654-36	T137799	Customer Substation	7860	Castlereagh Street SYDNEY NSW 2000

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
2/1066859	AC836775	Customer Substation	7862	Castlereagh Street SYDNEY NSW 2000
100/1172241	O182699	Customer Substation	7863	McLaren Street NORTH SYDNEY NSW 2060
CP/SP3397	I955280	Customer Substation	7864	Castlereagh Street SYDNEY NSW 2000
1/181397	S27393	Customer Substation	7866	Elizabeth Street, 107 - 109 (Ent Castlereagh St Nr King St) SYDNEY NSW 2000
1/538917A; 1/538917B; 1/538917C	R472275	Customer Substation	7867	Castlereagh Street SYDNEY NSW 2000
100/836645	Q105921	Customer Substation	7869	Chalmers Lane SURRY HILLS NSW 2010
CP/SP45205	S102247	Customer Substation	7870	Charlotte Lane EAST SYDNEY NSW 2010
1/112602	I988679	Customer Substation	7874	Clarence Street SYDNEY NSW 2000
Auto Consol 15411-32	O535567	Customer Substation	7875	Clarence Street SYDNEY NSW 2000
CP/SP65420	Q764395	Customer Substation	7876	Clarence Street, 225 SYDNEY NSW 2000
CP/SP10641	P600259	Customer Substation	7879	Clement Street RUSHCUTTERS BAY NSW 2011
CP/SP85982	AG600222	Customer Substation	7881	College Street, 14 - 24 SYDNEY NSW 2000
CP/SP5196	I239202	Customer Substation	7887	Cook Road CENTENNIAL PARK NSW 2021
CP/SP70974	9080301	Customer Substation	7888	Cooper Street SURRY HILLS NSW 2010

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
2/135847	X814912	Customer Substation	7889	Young Lane & Cooper Street REDFERN NSW 2016
CP/SP55233	Q402680	Customer Substation	7890	Cooper Street SURRY HILLS NSW 2010
CP/SP63634	Q307991	Customer Substation	7891	Cooper Street SURRY HILLS NSW 2010
Auto Consol 13531-239	P279872	Customer Substation	7892	Commonwealth Street & Belmore Lane SYDNEY NSW 2000
1/1196016	Q581821	Customer Substation	7896	Cressy Street (Rothschild Avenue, 26 - 58) ROSEBERY NSW 2018
Auto Consol 14258-164	Q656517	Customer Substation	7899	Cunningham Street HAYMARKET NSW 2000
2/701617; CP/SP47573	N246503	Customer Substation	7902	Danks Street, 26 - 28 WATERLOO NSW 2017
1/SP70060; CP/SP70060	E186487	Customer Substation	7903	Darlinghurst Road KINGS CROSS NSW 2011
1/579575	Q334311	Customer Substation	7904	Devonshire Street SURRY HILLS NSW 2010
100/1173481	8185661	Customer Substation	7907	Doody Street BEACONSFIELD NSW 2015
Auto Consol Auto Consol 6544-49	2520907	Customer Substation	7909	Dowling Street DARLINGHURST NSW 2010
1/1196849	W634718	Customer Substation	7910	Young Street CROYDON NSW 2132
1/177234	W368851	Customer Substation	7913	Druitt Place SYDNEY NSW 2000

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP48337	U783558	Customer Substation	7914	Dunning Avenue, 26 - 34 ROSEBERY NSW 2018
2/554763	N681658	Customer Substation	7916	Elizabeth Street REDFERN NSW 2016
CP/SP70479	V796333	Customer Substation	7917	Elizabeth Bay Road ELIZABETH BAY NSW 2011
CP/SP16857	T15485	Customer Substation	7918	Elizabeth Bay Road ELIZABETH BAY NSW 2011
CP/SP12106	AE39852	Customer Substation	7919	Elizabeth Bay Road, 85 - 96 ELIZABETH BAY NSW 2011
112/701517	U473228	Customer Substation	7920	Princes Highway SYLVANIA NSW 2224
CP/SP71569	I300598	Customer Substation	7921	Elizabeth Street SYDNEY NSW 2000
1/73946	Q738460	Customer Substation	7922	Elizabeth Street SYDNEY NSW 2000
1/34666; 1/74609	Y816760	Customer Substation	7923	Elizabeth Street SYDNEY NSW 2000
1/87319	Z208723	Customer Substation	7924	Elizabeth Street SYDNEY NSW 2000
28/SP76390	W912229	Customer Substation	7925	Elizabeth Street SYDNEY NSW 2000
1/74609	X435533	Customer Substation	7927	Elizabeth Street SYDNEY NSW 2000
1/1210327	O862326	Customer Substation	7929	Frenchs Forest Road East FRENCHS FOREST NSW 2086
C/162050A; C/162050B	R738949	Customer Substation	7931	Euston Road ST PETERS NSW 2044

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP72540	AA200219	Customer Substation	7934	Maddox Street & Euston Road ALEXANDRIA NSW 2015
CP/SP74309	V781192	Customer Substation	7937	Dixon Street (Factory Street) HAYMARKET NSW 2000
CP/SP66709	Q344803	Customer Substation	7938	Francis Street, 1 - 15 SYDNEY NSW 2000
1/773656	X626884	Customer Substation	7942	Bulwara Road, 383 - 389 ULTIMO NSW 2007
182/606865	S894138	Customer Substation	7943	George Street (Circular Quay) CIRCULAR QUAY NSW 2000
Auto Consol 15390-224	W743935	Customer Substation	7946	Goold Street CHIPPENDALE NSW 2008
21/57/5818	X167915	Customer Substation	7947	Wetherill Street SILVERWATER NSW 2128
Auto Consol 9866-191	AB401863	Customer Substation	7949	George Street, 309 - 315 SYDNEY NSW 2000
1/89479	N995467	Customer Substation	7950	George Street SYDNEY NSW 2000
100/862635	Z574271	Customer Substation	7954	Madeline Street ENFIELD NSW 2136
CP/SP5382	W381973	Customer Substation	7955	Bruce Street BRIGHTON-LE-SANDS NSW 2216
2/27462	AB908722	Customer Substation	7956	College Street, 39b GLADESVILLE NSW 2111
9/57481	Q389076	Customer Substation	7957	George Street SYDNEY NSW 2000

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP22528	X647075	Customer Substation	7958	Goodlet Street SURRY HILLS NSW 2010
1/103563; 1/1080711; 1/171936; 1/950852; 2/103563; X/439556; Y/439556	U150720	Customer Substation	7959	Gordon Street PADDINGTON NSW 2021
CP/SP46331	I274516	Customer Substation	7960	Goulburn Street, 162 - 166 SYDNEY NSW 2000
1/1067328	X384458	Customer Substation	7961	Goulburn Street SYDNEY NSW 2000
CP/SP55982	S339504	Customer Substation	7962	Goulburn Street SURRY HILLS NSW 2010
11/633725	W368850	Customer Substation	7964	Bonds Road PUNCHBOWL NSW 2196
Auto Consol 15419-116	X53125	Customer Substation	7966	Bayview Avenue, 2 EARLWOOD NSW 2206
1/630217	5064320	Customer Substation	7967	Grosvenor Street SYDNEY NSW 2000
1/708087	W640650	Customer Substation	7968	Bourke Road ALEXANDRIA NSW 2015
1/520244	O144608	Customer Substation	7969	Mary Street (Hands Lane) SURRY HILLS NSW 2010
1/617952	AA353229	Customer Substation	7971	Harris Street, 495 ULTIMO NSW 2007
1/795723	W131607	Customer Substation	7975	Hunter Street & Pitt Street SYDNEY NSW 2000
Auto Consol 9812-94	X610854	Customer Substation	7976	Hunter Street SYDNEY NSW 2000
CP/SP49822	E857708	Customer Substation	7980	Jenkins Street SYDNEY NSW 2000

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/220397	I247649	Customer Substation	7981	Jenkins Street SYDNEY NSW 2000
100/1200645	X757524	Customer Substation	7986	Joynton Avenue WATERLOO NSW 2017
6/1197674	P746590	Customer Substation	7988	Joynton Avenue ZETLAND NSW 2017
CP/SP44910	U550474	Customer Substation	7989	Pitt Street SYDNEY NSW 2000
Auto Consol 8647-14	W806380	Customer Substation	7992	Fetherstone Street BANKSTOWN NSW 2200
200/1174099	AD876518	Customer Substation	7995	Kent Street & Margaret Street WYNYARD NSW 2000
1/573250	S727476	Customer Substation	7996	Kent Street SYDNEY NSW 2000
1/109722	I895609	Customer Substation	7997	Clarence Street, 153 - 159 (Kent Street) SYDNEY NSW 2000
1/596863	R597478	Customer Substation	7998	Kent Street SYDNEY NSW 2000
CP/SP46581	Q387763	Customer Substation	7999	Kent Street SYDNEY NSW 2000
CP/SP21116	X893467	Customer Substation	8002	King Street, 31 - 43 SYDNEY NSW 2000
5/1155632	P918406	Customer Substation	8003	King Street, 77 SYDNEY NSW 2000
Auto Consol 7877-119	AH137195	Customer Substation	8009	Kippax Street SURRY HILLS NSW 2010
Auto Consol 13783-213	E732103	Customer Substation	8011	Kippax Street SURRY HILLS NSW 2010

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
Auto Consol 10561-226	Z811212	Customer Substation	8012	Kippax Street SURRY HILLS NSW 2010
CP/SP21252	W707645	Customer Substation	8013	Kirketon Road DARLINGHURST NSW 2010
1/533647	X65618	Customer Substation	8015	Arthur Street NORTH SYDNEY NSW 2060
2/574140	Q612307	Customer Substation	8016	Little Bloomfield Street SURRY HILLS NSW 2010
CP/SP17572	S755925	Customer Substation	8019	Liverpool Street DARLINGHURST NSW 2010
101/255890	S398240	Customer Substation	8020	Liverpool Street DARLINGHURST NSW 2010
102/1051893	R200997	Customer Substation	8021	Liverpool Street DARLINGHURST NSW 2010
CP/SP57860	2419562	Customer Substation	8022	Loftus Street SYDNEY NSW 2000
212/809697	S636676	Customer Substation	8023	Lower Campbell Street SURRY HILLS NSW 2010
1/79752	W54211	Customer Substation	8025	Mcevoy Street WATERLOO NSW 2017
Auto Consol 15164-213	P761098	Customer Substation	8027	Macarthur Street ULTIMO NSW 2007
CP/SP934	W265721	Customer Substation	8028	Macleay Street POTTS POINT NSW 2011
CP/SP17747	AB675417	Customer Substation	8030	Macquarie Street, 187 - 191 SYDNEY NSW 2000
CP/SP18259	T323358	Customer Substation	8032	Macquarie Street, 225 SYDNEY NSW 2000

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
2/828392	Q689629	Customer Substation	8035	Maddox Street ALEXANDRIA NSW 2015
2/803412	W347555	Customer Substation	8036	Mandible Street ALEXANDRIA NSW 2015
1/566717	N129949	Customer Substation	8037	Mandible Street ALEXANDRIA NSW 2015
46/802895	2069812	Customer Substation	8038	Margaret Street SYDNEY NSW 2000
1/571303	Q90713	Customer Substation	8039	Margaret Lane SYDNEY NSW 2000
Auto Consol 8647-213	U788640	Customer Substation	8040	Margaret Street SYDNEY NSW 2000
CP/SP22906	V467954	Customer Substation	8041	Marian Street REDFERN NSW 2016
4648/669119	AC107623	Customer Substation	8044	Market Street, 42 SYDNEY NSW 2000
CP/SP55082	W614993	Customer Substation	8045	Pennant Hills Road THORNLEIGH NSW 2120
1/702204	W531408	Customer Substation	8046	Cutrock Road LISAROW NSW 2250
CP/SP7374	W531407	Customer Substation	8048	Carrington Avenue HURSTVILLE NSW 2220
36/225351	AD669078	Customer Substation	8049	Carter Street, 10 HOMEBUSH BAY NSW 2141
1/65859	W495572	Customer Substation	8050	Macdonald Street ERSKINEVILLE NSW 2043
1/631617	Y835077	Customer Substation	8051	Bumborah Point Road BUNNERONG NSW 2036

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/959522	I352749	Customer Substation	8052	Martin Place SYDNEY NSW 2000
CP/SP53363	X24396	Customer Substation	8053	Averill Street RHODES NSW 2138
408/315228	W204548	Customer Substation	8054	Mentmore Avenue ROSEBERY NSW 2018
CP/SP49875	O10175	Customer Substation	8055	Urunga Parade MIRANDA NSW 2228
CP/SP76210	X565662	Customer Substation	8057	Dunning Avenue, 77 (Nr Morley Avenue) ROSEBERY NSW 2018
Auto Consol 10909-225	S806604	Customer Substation	8058	Morley Avenue ROSEBERY NSW 2018
CP/SP22283	W907403	Customer Substation	8061	Neild Avenue RUSHCUTTERS BAY NSW 2011
22/563604	X266582	Customer Substation	8063	Pacific Highway ST LEONARDS NSW 2065
1/SP6412	I257427	Customer Substation	8064	O'connell Street, 6 - 10 SYDNEY NSW 2000
201/815060	U266161	Customer Substation	8070	Warnervale Road WYONG NSW 2259
1/668997	W274291	Customer Substation	8073	O'riordan Street ALEXANDRIA NSW 2015
CP/SP30102	W922342	Customer Substation	8077	Orwell Street KINGS CROSS NSW 2011
1/218728	W497	Customer Substation	8080	Park Street SYDNEY NSW 2000
1/589608	V835222	Customer Substation	8081	Parker Lane HAYMARKET NSW 2000

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/1080406; CP/SP76389	I739392	Customer Substation	8082	Pennys Lane KINGS CROSS NSW 2011
1/538524	X208570	Customer Substation	8086	Raglan Street, Nr Phillip Street WATERLOO NSW 2017
1/233910	Y198959	Customer Substation	8087	Phillip Street, Nr Raglan Street WATERLOO NSW 2017
A/372413; B/372413	U289264	Customer Substation	8088	Young Street, Nr Phillip Street SYDNEY NSW 2000
1/1204291	Z864677	Customer Substation	8089	Phillip Street SYDNEY NSW 2000
31/80459	W68542	Customer Substation	8090	Phillip Street SYDNEY NSW 2000
52/1049805	X893466	Customer Substation	8099	Forbes Street KINGS CROSS NSW 2011
1/628553	W384005	Customer Substation	8101	Pitt Street SYDNEY NSW 2000
1/597691	R663	Customer Substation	8104	Pitt Street, 175 SYDNEY NSW 2000
Auto Consol 13683-8	P918410	Customer Substation	8105	Pitt Street SYDNEY NSW 2000
1/1087916	I851406	Customer Substation	8107	Pitt Street, 255 - 259 SYDNEY NSW 2000
1/1039996	W350188	Customer Substation	8109	Pitt Street SYDNEY NSW 2000
103/714272	I534689	Customer Substation	8110	Pitt Street SYDNEY NSW 2000
3/1044304	R220701	Customer Substation	8111	Pitt Street SYDNEY NSW 2000

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
30/841526	2514045	Customer Substation	8113	Sanitarium Road BERKELEY VALE NSW 2261
2/1014267	3631358	Customer Substation	8114	Powell Street (Elizabeth Street, 830 - 838) WATERLOO NSW 2017
CP/SP46973	E844293	Customer Substation	8115	Primrose Avenue ROSEBERY NSW 2018
Auto Consol 15478-151	AJ291199	Customer Substation	8116	Harris Street, 100 PYRMONT NSW 2009
CP/SP9299	P801417	Customer Substation	8117	Queen Street CHIPPENDALE NSW 2008
100/1187006	9390454	Customer Substation	8119	Ralph Street ALEXANDRIA NSW 2015
A/361014	8306894	Customer Substation	8120	Ralph Street ALEXANDRIA NSW 2015
CP/SP36073	Z954200	Customer Substation	8121	Ralph Street BEACONSFIELD NSW 2015
201/1186468; 202/1186468	AC836810	Customer Substation	8123	Redfern Street REDFERN NSW 2016
CP/SP73880	X993770	Customer Substation	8124	Bonds Road, 167 PUNCHBOWL NSW 2196
3/231358	W525165	Customer Substation	8125	Hill Road LIDCOMBE NSW 2141
100/816803; 201/826461	U347172	Customer Substation	8126	Canterbury Road BANKSTOWN NSW 2200
1/709528	W540402	Customer Substation	8129	Renwick Street REDFERN NSW 2016
1/19528	W548440	Customer Substation	8131	Rosebery Avenue WATERLOO NSW 2017

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
100/730818	W797284	Customer Substation	8132	Rosebery Avenue, 22 - 34 ROSEBERY NSW 2018
2/566811	W450993	Customer Substation	8133	Rosebery Avenue ROSEBERY NSW 2018
20/1214609	V837397	Customer Substation	8134	Rosebery Avenue ROSEBERY NSW 2018
CP/SP10872	W646157	Customer Substation	8136	Roslyn Gardens, 50 - 58 ELIZABETH BAY NSW 2011
1/515095	Q419228	Customer Substation	8137	Roslyn Street DARLINGHURST NSW 2010
CP/SP66367	Q207973	Customer Substation	8138	Rothschild Avenue ROSEBERY NSW 2018
Auto Consol 5813-83	O347754	Customer Substation	8140	King Street CANTERBURY NSW 2193
CP/SP43251	O949570	Customer Substation	8141	Waine Street SURRY HILLS NSW 2010
CP/SP50705	N898001	Customer Substation	8144	Sir John Young Crescent, 22-40 WOOLLOOMOOLOO NSW 2011
CP/SP60285	2715876	Customer Substation	8145	Smith Street SURRY HILLS NSW 2010
A/398932	V207610	Customer Substation	8146	Sophia Street SURRY HILLS NSW 2010
CP/SP57612	T934628	Customer Substation	8147	Sophia Street SURRY HILLS NSW 2010
203/578501B; 203/578501A	X432123	Customer Substation	8148	Sophia Street SURRY HILLS NSW 2010
3/547558	I32839	Customer Substation	8149	Sophia Street SURRY HILLS NSW 2010

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP83116	AF103591	Customer Substation	8151	Springfield Avenue KINGS CROSS NSW 2011
41/703872	X230246	Customer Substation	8152	Princes Highway BLAKEHURST NSW 2221
CP/SP60848	AA787961	Customer Substation	8153	Stanley Street EAST SYDNEY NSW 2010
CP/SP31054	V945102	Customer Substation	8154	Susan Street CAMPERDOWN NSW 2050
18/788901	S25081	Customer Substation	8155	Sussex Street SYDNEY NSW 2000
CP/SP86512	AG901778	Customer Substation	8157	Sydneygate WATERLOO NSW 2017
1/86503	T794132	Customer Substation	8158	Thomas Street NEWTOWN NSW 2042
Auto Consol 10635-181	AG597192	Customer Substation	8161	Pitt Street, 37 - 49 (Underwood House) SYDNEY NSW 2000
CP/SP21251	W331958	Customer Substation	8163	Victoria Street DARLINGHURST NSW 2010
CP/SP20165	T435491	Customer Substation	8164	Victoria Street POTTS POINT NSW 2011
CP/SP18229	T941585	Customer Substation	8165	Victoria Street KINGS CROSS NSW 2011
Auto Consol 1048-159	N775496	Customer Substation	8166	Victoria Street POTTS POINT NSW 2011
1/1181499	U947548	Customer Substation	8167	Victoria Street & Darlinghurst Road POTTS POINT NSW 2011
11/582591; 10/582591	P821556	Customer Substation	8168	Waterloo Street SURRY HILLS NSW 2010

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
2/707511	W164382	Customer Substation	8173	Wentworth Avenue SYDNEY NSW 2000
Auto Consol 14678-222	Q967495	Customer Substation	8174	Wentworth Avenue & Wemyss Lane SURRY HILLS NSW 2010
1/719633	V225829	Customer Substation	8175	William Lane (Gibbons Street, 37 - 61) REDFERN NSW 2016
2/807634	E95951	Customer Substation	8176	William Lane WOOLLOOMOOLOO NSW 2011
100/718727	W520407	Customer Substation	8177	William Lane WOOLLOOMOOLOO NSW 2011
10/595978	V845877	Customer Substation	8179	Wynyard Lane WYNYARD NSW 2000
Auto Consol 4721-97	R703225	Customer Substation	8180	Wynyard Street WYNYARD NSW 2000
1/600888	S426847	Customer Substation	8181	York Street SYDNEY NSW 2000
1/109554	I755732	Customer Substation	8183	York Street SYDNEY NSW 2000
Z/441622	V452193	Customer Substation	8184	Young Street REDFERN NSW 2016
10/732057	W595365	Customer Substation	8185	O'riordan Street ALEXANDRIA NSW 2015
101/858731; 10/1110571	W680027	Customer Substation	8187	The Avenue HEATHCOTE NSW 2233
22/8193	E118583	Customer Substation	8188	Beach Road WAVERLEY NSW 2024
CP/SP11959	P989918	Customer Substation	8189	Curlewis Street BONDI NSW 2026

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
2/732731	W527240	Customer Substation	8194	Newland Street BONDJ JUNCTION NSW 2022
100/1212165	N779566	Customer Substation	8198	Oxford Street BONDJ JUNCTION NSW 2022
CP/SP31337	W488588	Customer Substation	8199	Pine Lane BONDJ JUNCTION NSW 2022
CP/SP22422	V907434	Customer Substation	8200	Sir Thomas Mitchell Road BONDJ NSW 2026
CP/SP42582	S804018	Customer Substation	8203	Spring Street BONDJ JUNCTION NSW 2022
CP/SP11960	R6220	Customer Substation	8204	Wellington Place BONDJ NSW 2026
1/216015	W967755	Network Substation	8205	Payten Avenue, 98a PUNCHBOWL NSW 2196
CP/SP4422	T185004	Customer Substation	8206	Addiscombe Road MANLY VALE NSW 2093
CP/SP34147	W272107	Customer Substation	8209	Allambie Road ALLAMBIE HEIGHTS NSW 2100
CP/SP78566	AC754621	Customer Substation	8215	Aquatic Drive, 2 BEACON HILL NSW 2100
6/84347	O286194	Customer Substation	8217	William Street NORTH SYDNEY NSW 2060
CP/SP3813	W32763	Customer Substation	8218	Avon Road DEE WHY WEST NSW 2099
CP/SP3095	L12370	Customer Substation	8221	Barrenjoey Road, 702 NEWPORT NSW 2106
1/88028	W319516	Customer Substation	8222	Bassett Street MONA VALE NSW 2103

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/597872	S921044	Customer Substation	8227	Boola Place DEE WHY WEST NSW 2099
10/840238	AB100323	Customer Substation	8228	Woniora Road HURSTVILLE NSW 2220
20/632081	AH390310	Customer Substation	8231	Cabbage Tree Road, 79 BAYVIEW NSW 2104
CP/SP8689	V210128	Customer Substation	8235	Cavill Street HARBORD NSW 2096
7/7/1521	W94597	Customer Substation	8236	Chard Road BROOKVALE NSW 2100
CP/SP55545	W107864	Customer Substation	8237	Charlton Lane (Orchard Road, 7) BROOKVALE NSW 2100
1/706230	AH762216	Customer Substation	8238	Clarence Avenue (Pittwater Road, 932) DEE WHY NSW 2099
CP/SP4710	W388054	Customer Substation	8240	Coles Parade NEWPORT NSW 2106
1/803645	AB502102	Customer Substation	8241	Colooli Road NARRABEEN NSW 2101
CP/SP30206	W697547	Customer Substation	8246	Bourke Street, 322 - 340 DARLINGHURST NSW 2010
CP/SP39226	V868122	Customer Substation	8248	Cross Street BROOKVALE NSW 2100
CP/SP3503	T990966	Customer Substation	8249	Crown Road QUEENSCLIFF NSW 2096
1/773831	T794131	Customer Substation	8250	Currie Road FORESTVILLE NSW 2087

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP4745	AC471883	Customer Substation	8251	Dee Why Parade, 84 - 88 DEE WHY NSW 2099
CP/SP4660	T745439	Customer Substation	8252	Dee Why Parade, 89 DEE WHY NSW 2099
2/SP20037	V207611	Customer Substation	8253	Dee Why Parade DEE WHY NSW 2099
CP/SP9414	AG56747	Customer Substation	8255	Devitt Street, 16 - 18 NARRABEEN NSW 2101
1/572945	V18058	Customer Substation	8257	Eastbank Street COLLAROY NSW 2097
1496/752038	W13692	Customer Substation	8258	Ellen Street CURL CURL NSW 2096
CP/SP49473	W360425	Customer Substation	8259	Ada Avenue, 1 - 7 BROOKVALE NSW 2100
102/230584	W427442	Customer Substation	8261	Ethel Avenue BROOKVALE NSW 2100
CP/SP23101	V866780	Customer Substation	8264	Fisher Road DEE WHY NSW 2099
CP/SP7228	V10934	Customer Substation	8265	Foam Street HARBORD NSW 2096
433/839352	AF930350	Customer Substation	8268	Bridge Street HURSTVILLE NSW 2220
1/241708	T220368	Customer Substation	8269	Fitzpatrick Avenue BEACON HILL NSW 2100
1/550275	V925274	Customer Substation	8271	Gordon Street MANLY VALE NSW 2093
Auto Consol 15341-220	T896541	Customer Substation	8272	Glen Street BELROSE NSW 2085

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP3791	W226241	Customer Substation	8273	Golf Avenue MONA VALE NSW 2103
100/817162	K19673	Customer Substation	8276	Green Street BROOKVALE NSW 2100
CP/SP67236	V649853	Customer Substation	8280	Grosvenor Place BROOKVALE NSW 2100
CP/SP6597	W396422	Customer Substation	8281	Harbord Road HARBORD NSW 2096
3/33310	W614992	Customer Substation	8282	Harbord Road BROOKVALE NSW 2100
2/604580	V576511	Customer Substation	8283	Homestead Avenue COLLAROY NSW 2097
CP/SP33556	V283405	Customer Substation	8285	Ilikai Place DEE WHY NSW 2099
B/366659	V821990	Customer Substation	8286	Ingleside Road INGLESIDE NSW 2101
1/363778 2/363778	W102150	Customer Substation	8287	Inman Road DEE WHY WEST NSW 2099
100/611332	T899153	Customer Substation	8288	Inman Road, 12 DEE WHY NSW 2099
220/1159968A; 220/1159968B	V35778	Customer Substation	8289	Jacksons Road WARRIEWOOD NSW 2102
CP/SP7177	W321532	Customer Substation	8291	Jenkins Street COLLAROY NSW 2097
CP/SP5948	V374532	Customer Substation	8293	Koorala Street MANLY VALE NSW 2093
CP/SP2594	V533133	Customer Substation	8294	Lismore Avenue DEE WHY NSW 2099

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
31/855390	I605293	Customer Substation	8295	Kent Street SYDNEY NSW 2000
35/7912	V952852	Customer Substation	8296	Mcdonald Street HARBORD NSW 2096
CP/SP6472	V274620	Customer Substation	8297	Mcdonald Street HARBORD NSW 2096
111/603028; 112/603028	V837641	Customer Substation	8300	Middleton Road, 24 DEE WHY NSW 2099
CP/SP66542	V702086	Customer Substation	8301	Miles Street BROOKVALE NSW 2100
Auto Consol 1469-89	AC614359	Customer Substation	8302	Mimosa Street FRENCHS FOREST NSW 2086
F/404261	V8545	Customer Substation	8303	Mitala Street NEWPORT NSW 2106
1/733384	V572741	Customer Substation	8304	Mitchell Road BROOKVALE NSW 2100
CP/SP3364	V253833	Customer Substation	8307	Mooramba Road DEE WHY NSW 2099
1/1037395	W202373	Customer Substation	8308	Morgan Road BELROSE NSW 2085
1/212382	AB335505	Customer Substation	8310	Oaks Avenue DEE WHY NSW 2099
3/212382	W416242	Customer Substation	8311	Oaks Avenue DEE WHY NSW 2099
CP/SP3399	W617166	Customer Substation	8312	Oaks Avenue DEE WHY NSW 2099
CP/SP9097	V291300	Customer Substation	8313	Oaks Avenue, 119 DEE WHY NSW 2099

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
Auto Consol 8476-249	U756639	Customer Substation	8315	Gloucester Road HURSTVILLE NSW 2220
CP/SP3539	W321531	Customer Substation	8316	Ocean Street NARRABEEN NSW 2101
202/707605	X896858	Customer Substation	8317	Old Pittwater Road BROOKVALE NSW 2100
112/1213005	W148334	Customer Substation	8318	Old Pittwater Road BROOKVALE NSW 2100
2/656393	T393023	Customer Substation	8319	Old Pittwater Road BROOKVALE NSW 2100
CP/SP83180	AH212208	Customer Substation	8320	Old Pittwater Road, 134 BROOKVALE NSW 2100
100/1208859	S610098	Customer Substation	8322	Old Pittwater Road BROOKVALE NSW 2100
CP/SP3164	W219302	Customer Substation	8324	Oliver Street HARBORD NSW 2096
CP/SP2149	V863127	Customer Substation	8325	Pacific Parade, 18 DEE WHY NSW 2099
Auto Consol 15154-188	W998198	Customer Substation	8327	Pacific Parade, 32 - 34 DEE WHY NSW 2099
CP/SP8577	X336338	Customer Substation	8328	Pacific Parade DEE WHY NSW 2099
CP/SP7186	V462692	Customer Substation	8329	Pacific Parade DEE WHY NSW 2099
CP/SP5641	V18057	Customer Substation	8331	Park Street & Mactier Street NARRABEEN NSW 2101
1/605804	S880043	Customer Substation	8333	Park Street MONA VALE NSW 2103

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP677	W128165	Customer Substation	8335	Pittwater Road, 1122 COLLAROY NSW 2097
4/539384	T796340	Customer Substation	8336	Pittwater Road, 626 BROOKVALE NSW 2100
51/826470	V845876	Customer Substation	8338	Prahran Avenue DAVIDSON NSW 2085
563/707422	W386076	Customer Substation	8340	Pittwater Road BROOKVALE NSW 2100
CP/SP5295	W166215	Customer Substation	8344	Quirk Road, 29 MANLY VALE NSW 2093
1/836109	W448702	Customer Substation	8345	Quirk Street DEE WHY NSW 2099
90/567935	V84768	Customer Substation	8346	Ralston Avenue BELROSE NSW 2085
CP/SP6172	V707124	Customer Substation	8347	Ramsay Street COLLAROY NSW 2097
CP/SP6917	W77078	Customer Substation	8348	Richmond Avenue, 13 - 15 DEE WHY NSW 2099
CP/SP10419	T899148	Customer Substation	8349	Robertson Street, 10 NARRABEEN NSW 2101
CP/SP3849	V718901	Customer Substation	8352	Soldiers Avenue HARBORD NSW 2096
20/1209801	W343361	Customer Substation	8353	Sorlie Place FRENCHS FOREST NSW 2086
CP/SP19713	W28306	Customer Substation	8354	South Creek Road DEE WHY WEST NSW 2099
100/611332	V91891	Customer Substation	8355	South Creek Road & Campbell Avenue DEE WHY WEST NSW 2099

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP45477	T969376	Customer Substation	8357	South Creek Road DEE WHY NSW 2099
CP/SP6025	V222698	Customer Substation	8359	Stuart Street COLLARROY NSW 2097
9/248569	T779782	Customer Substation	8362	Tepko Road TERREY HILLS NSW 2084
6/255720	V907435	Customer Substation	8363	Tepko Road TERREY HILLS NSW 2084
CP/SP16849	T407579	Customer Substation	8364	Terrol Crescent MONA VALE NSW 2103
6/201553	V658218	Customer Substation	8368	Villiers Place DEE WHY WEST NSW 2099
CP/SP4329	V477097	Customer Substation	8369	Waine Street HARBORD NSW 2096
CP/SP37313	W105048	Customer Substation	8375	William Street BROOKVALE NSW 2100
CP/SP6502	W291389	Customer Substation	8376	Wyadra Avenue HARBORD NSW 2096
201/1030293	W557759	Customer Substation	8378	The Crescent KINGSGROVE NSW 2208
1/240490; 27/237387	Y814454	Customer Substation	8379	Bannerman Crescent ROSEBERY NSW 2018
CP/SP40795	U579721	Customer Substation	8381	Albert Lane CHATSWOOD NSW 2067
10/1143909	W659273	Customer Substation	8383	Archer Street CHATSWOOD NSW 2067

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
10/1143909	AF212972	Customer Substation	8384	Archer Street Chatswood Chase Shopping Centre CHATSWOOD NSW 2067
CP/SP79306	Q25595	Customer Substation	8386	Barcoo Street, 20 EAST ROSEVILLE NSW 2069
2/532736; 1/87207	X415067	Customer Substation	8388	Barton Road ARTARMON NSW 2064
CP/SP36156	S801699	Customer Substation	8389	Bertram Street CHATSWOOD NSW 2067
1/1090525	P365940	Customer Substation	8390	Help Street & Brown Street CHATSWOOD NSW 2067
1/773378	9944645	Customer Substation	8391	Brown Street CHATSWOOD NSW 2067
6/270714	N323819	Customer Substation	8392	Campbell Street, 12 GORE HILL NSW 2065
CP/SP61871	5984355	Customer Substation	8394	Carlotta Street, 20 - 22 ARTARMON NSW 2064
Auto Consol 13289-243	Q1971	Customer Substation	8395	Chandos Street ST LEONARDS NSW 2065
CP/SP60114	5706237	Customer Substation	8396	Christie Street ST LEONARDS NSW 2065
4/C/6291	T78265	Customer Substation	8398	Crabbes Avenue WILLOUGHBY NSW 2068
Auto Consol 8402-235	Z138695	Customer Substation	8400	Dickson Avenue GORE HILL NSW 2065
1/1070012	W417534	Customer Substation	8402	Eastern Valley Way, 350 CASTLE COVE NSW 2069

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP85582	V343344	Customer Substation	8404	Eastern Valley Way, 356a - 360 CASTLE COVE NSW 2069
11/611594	S695227	Customer Substation	8405	Eastern Valley Way CASTLECRAG NSW 2068
CP/SP43919	W315302	Customer Substation	8406	Endeavour Street CHATSWOOD NSW 2067
1/1035345	O216447	Customer Substation	8407	Lord Street BOTANY NSW 2019
CP/SP73780	P634338	Customer Substation	8409	Fleet Lane CHATSWOOD NSW 2067
1/418152	W381968	Customer Substation	8410	Frederick Street ST LEONARDS NSW 2065
2/222317	O538390	Customer Substation	8411	Frederick Street ST LEONARDS NSW 2065
110/1038786	W593190	Customer Substation	8415	Hart Street, 5 - 9 CHATSWOOD NSW 2067
CP/SP33531	X647989	Customer Substation	8416	Help Street CHATSWOOD NSW 2067
1/929982	Q510439	Customer Substation	8417	Henry Lane NAREMBURN NSW 2065
1/776698	M394585	Customer Substation	8418	Herbert Street, 61 ST LEONARDS NSW 2065
2/778425	AB461561	Customer Substation	8419	Herbert Street, 2 ST LEONARDS NSW 2065
210/1172133	T327029	Customer Substation	8420	Herbert Street ST LEONARDS NSW 2065
1/812202	Z891554	Customer Substation	8424	Highgate Street AUBURN NSW 2144

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
11/239924	S756837	Customer Substation	8425	Mccabe Place, 6 CHATSWOOD NSW 2067
CP/SP33999	X215998	Customer Substation	8427	Mills Lane CHATSWOOD NSW 2067
10/26/4241; 9/26/4241	R131131	Customer Substation	8428	Mitchell Street ST LEONARDS NSW 2065
CP/SP36898	Q233889	Customer Substation	8431	Pacific Highway ARTARMON NSW 2064
3/814242	I351848	Customer Substation	8434	Bryant Street PADSTOW NSW 2211
Auto Consol 12447-216	P12307	Customer Substation	8435	Post Office Lane CHATSWOOD NSW 2067
CP/SP31726	M705097	Customer Substation	8437	Reserve Road ARTARMON NSW 2064
CP/SP71177	P805348	Customer Substation	8439	Ryan Lane NAREMBURN NSW 2065
100/803132	I779373	Customer Substation	8441	Smith Street CHATSWOOD NSW 2067
Auto Consol 6673-10	N298669	Customer Substation	8443	View Lane CHATSWOOD NSW 2067
311/717133	Y751462	Customer Substation	8445	Pierce Street NARARA NSW 2250
210/1172133	R441166	Customer Substation	8446	Westbourne Street ST LEONARDS NSW 2065
210/1172133	Y325424	Customer Substation	8447	Westbourne Street ST LEONARDS NSW 2065
CP/SP63839	Y622571	Customer Substation	8448	Whiting Street ARTARMON NSW 2064

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
20/10/4088; 19/10/4088	P758301	Customer Substation	8449	Whiting Street ARTARMON NSW 2064
222/840328	8271036	Customer Substation	8450	Moxon Road, 55 PUNCHBOWL NSW 2196
CP/SP21608	W466746	Customer Substation	8451	Arthur Street (Off Cameron Street) EDGECLIFF NSW 2027
CP/SP21608	W86535	Customer Substation	8452	Arthur Street EDGECLIFF NSW 2027
1/716649	W517933	Customer Substation	8453	Pacific Highway ST LEONARDS NSW 2065
CP/SP19410	W79865	Customer Substation	8456	Cascade Street PADDINGTON NSW 2021
CP/SP69865	O293643	Customer Substation	8457	The Crescent STRATHFIELD NSW 2135
CP/SP4680	Z863995	Customer Substation	8459	Darling Point Road DARLING POINT NSW 2027
102/1034020	R729498	Customer Substation	8460	Edgecliff Road EDGECLIFF NSW 2027
52/1182618	W660884	Customer Substation	8461	Charlotte Road PORT BOTANY NSW 2036
CP/SP1792	X594261	Customer Substation	8462	Etham Avenue DARLING POINT NSW 2027
CP/SP370	W97616	Customer Substation	8463	Fullerton Street, 8 - 14 WOOLLAHRA NSW 2025
CP/SP10364	Y449241	Customer Substation	8464	Glenmore Road PADDINGTON NSW 2021

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/1136943F	AE913840	Customer Substation	8465	Goldman Lane DOUBLE BAY NSW 2028
CP/SP62841	Q84549	Customer Substation	8468	Hegarty Lane BONDI JUNCTION NSW 2022
100/773106	E675856	Customer Substation	8469	Jersey Road WOOLLAHRA NSW 2025
1/630927	T766420	Customer Substation	8470	Kent Road ROSE BAY NSW 2029
Auto Consol 15463-195	AB632958	Customer Substation	8471	Cross Street, 20 - 26 & Knox Lane DOUBLE BAY NSW 2028
CP/SP70456	AA235246	Customer Substation	8472	Mahoney Lane RUSHCUTTERS BAY NSW 2011
5/243380	8812328	Customer Substation	8474	New Cameron Street PADDINGTON NSW 2021
CP/SP22724	V930637	Customer Substation	8475	New Mclean Street EDGECLIFF NSW 2027
1/74398	Q591000	Customer Substation	8476	New South Head Road EDGECLIFF NSW 2027
CP/SP20175	T467262	Customer Substation	8478	New South Head Road DOUBLE BAY NSW 2028
4/263122	O165628	Customer Substation	8479	Botany Road BOTANY NSW 2019
1/630927	S537843	Customer Substation	8480	Old South Head Road, 458a ROSE BAY NSW 2029
CP/SP4428	Z56870	Customer Substation	8482	Thornton Road, 5 - 11 DARLING POINT NSW 2027
100/617017	S980694	Customer Substation	8483	Transvaal Avenue DOUBLE BAY NSW 2028

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP2780	U982834	Customer Substation	8485	Underwood Street PADDINGTON NSW 2021
104/1092747	Q689738	Customer Substation	8486	Vaucluse Road VAUCLUSE NSW 2030
1/663630	W420372	Customer Substation	8487	Victoria Road BELLEVUE HILL NSW 2023
131/SP3686	8505058	Customer Substation	8488	Thornton Street & Yarranabbe Road DARLING POINT NSW 2027
CP/SP64558	E928158	Customer Substation	8489	Young Street, Nr Beggs Lane PADDINGTON NSW 2021
1/738465	X991616	Customer Substation	8490	Adelaide Road TUMBI UMBI NSW 2261
CP/SP18594	V976259	Customer Substation	8491	Amber Lane THE ENTRANCE NSW 2261
11/1176776	V436763	Customer Substation	8492	Tradesman Drive & Chittaway Road BERKELEY VALE NSW 2261
1/867292	W364359	Customer Substation	8493	Chittaway Road CHITTAWAY POINT NSW 2261
9/4/3368	W148332	Customer Substation	8494	Gavenlock Road TUGGERAH NSW 2259
102/788179	W65521	Customer Substation	8495	Hereford Street BERKELEY VALE NSW 2261
521/775167; 522/775167	W105045	Customer Substation	8498	Pacific Highway TUGGERAH NSW 2259
1/775302	AG887454	Customer Substation	8499	Henderson Street, 75 TURRELLA NSW 2205

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
Auto Consol 3986-156	I94895	Customer Substation	8500	Bijou Lane HAYMARKET NSW 2000
1/1154356	I15171	Customer Substation	8501	The Entrance Road BATEAU BAY NSW 2261
1/1154356	W168555	Customer Substation	8502	The Entrance Road BATEAU BAY NSW 2261
2/740534	E721848	Customer Substation	8503	Tradesman Drive BERKELEY VALE NSW 2261
1/733448	W331559	Customer Substation	8504	Wallarrah Road GOROKAN NSW 2263
11/1043041	X316516	Customer Substation	8505	Waterloo Road NORTH RYDE NSW 2113
1/792390	W596898	Customer Substation	8507	Railway Street CHATSWOOD NSW 2067
2/1073908	W802454	Customer Substation	8509	Grafton Street BONDI JUNCTION NSW 2022
B/366725	W789540	Customer Substation	8510	Mcperson Street BANKSMEADOW NSW 2019
CP/SP79987	W580190	Customer Substation	8512	Sefton Road THORNLEIGH NSW 2120
34/4301	W861333	Customer Substation	8513	Gertrude Street ARNCLIFFE NSW 2205
101/731480	X191461	Customer Substation	8514	George Street, 815 & Bijou Lane HAYMARKET NSW 2000
1/570270	X307103	Customer Substation	8515	Ritchie Street RAMSGATE NSW 2217
21/1158118	E495886	Customer Substation	8516	Gallipoli Road LONG JETTY NSW 2261

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/1089558	9198666	Customer Substation	8517	Port Hacking Road SYLVANIA NSW 2224
1/870075	AD344493	Customer Substation	8519	Derby Street, 33 - 47 SILVERWATER NSW 2128
1/62297	X72455	Customer Substation	8522	Jones Street, 45 & Wattle Street ULTIMO NSW 2007
2/1084966	W729540	Customer Substation	8524	Mimosa Road GREENACRE NSW 2190
CP/SP34812	AG474138	Customer Substation	8525	Amy Lane CAMPSIE NSW 2194
11/790470	W717985	Customer Substation	8526	Kangoo Road KARIONG NSW 2250
CP/SP16728	W839134	Customer Substation	8527	Meta Street, 42 CARINGBAH NSW 2229
19/270678	W861335	Customer Substation	8528	Manns Street WEST GOSFORD NSW 2250
Auto Consol 9118-247; B/30778	W846713	Customer Substation	8529	Milton Street CANTERBURY NSW 2193
3/541919	X67675	Customer Substation	8530	Port Hacking Road MIRANDA NSW 2228
1/191211	Z154771	Customer Substation	8531	Kelly Street ULTIMO NSW 2007
51/863148; 2/1185304	X33380	Customer Substation	8532	Hereford Street BERKELEY VALE NSW 2261
151/550554	X202719	Customer Substation	8534	Awaba Street LISAROW NSW 2250
1/1203289	W795398	Customer Substation	8535	Pacific Highway, 504 (Friedlander Place) ST LEONARDS NSW 2065

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP74090	W738203	Customer Substation	8536	Bourke Road ALEXANDRIA NSW 2015
2/711127	Y484466	Customer Substation	8537	Lorraine Avenue BERKELEY VALE NSW 2261
1/126705; 1/165492	W804081	Customer Substation	8538	Coast Avenue CRONULLA NSW 2230
CP/SP38285	E574864	Customer Substation	8541	Forest Road WARRIEWOOD NSW 2102
12/803324	Z647946	Customer Substation	8542	Bridge Road STANMORE NSW 2048
15/746616	W818404	Customer Substation	8546	Mary Street AUBURN NSW 2144
101/711473	AH321938	Customer Substation	8547	Percy Street AUBURN NSW 2144
CP/SP88235	W832130	Customer Substation	8548	16 Mavis Street, CONDELL PARK NSW 2200
CP/SP33823	X43586	Customer Substation	8549	Belmore Road RANDWICK NSW 2031
1/736779	W767920	Customer Substation	8552	Norton Street ASHFIELD NSW 2131
491/856777	X24401	Customer Substation	8555	Biloela Street VILLAWOOD NSW 2163
2/749572A; 2/749572B	X829939	Customer Substation	8556	Avoca Drive KINCUMBER NSW 2251
4/794496	X215999	Customer Substation	8557	Derby Street SILVERWATER NSW 2128
11/1036457	W836709	Customer Substation	8559	Orion Road LANE COVE NSW 2066

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
36/3174	X394029	Customer Substation	8561	Clifford Street MOSMAN NSW 2088
Auto Consol 8489-169	X167919	Customer Substation	8562	Huntley Street ALEXANDRIA NSW 2015
CP/SP32076	Z359070	Customer Substation	8563	Thomas Street HAYMARKET NSW 2000
CP/SP70854	X364438	Customer Substation	8564	Liverpool Street DARLINGHURST NSW 2010
5/1111425; 8/1111425	X163951	Customer Substation	8565	Pacific Highway, 407 & Alto Place ARTARMON NSW 2064
CP/SP31461	X468069	Customer Substation	8566	Darling Point Road DARLING POINT NSW 2027
6/628960	X235330	Customer Substation	8567	31-33 Maddox Street, ALEXANDRIA NSW 2015
1/952691	X51249	Customer Substation	8569	Bonds Road PUNCHBOWL NSW 2196
1/590790	X235331	Customer Substation	8570	Botany Road BOTANY NSW 2019
101/733002	X403990	Customer Substation	8571	Arthur Street NORTH SYDNEY NSW 2060
1/668902	X227301	Customer Substation	8572	Macintosh Street MASCOT NSW 2020
CP/SP33308	X202718	Customer Substation	8574	Loveridge Street ALEXANDRIA NSW 2015
11/6901	X307106	Customer Substation	8575	Flood Street, 185 (Whiting Street, 8) LEICHHARDT NSW 2040
105/585775	X866404	Customer Substation	8576	Barry Avenue MORTDALE NSW 2223

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP34044	X265995	Customer Substation	8581	Hunter Street HORNSBY NSW 2077
1/108372	Y119707	Customer Substation	8582	Lane Cove Road NORTH RYDE NSW 2113
3/28020	X48584	Customer Substation	8583	Orion Road LANE COVE WEST NSW 2066
8/771311	X712060	Customer Substation	8584	Chandos Street, 39 - 41 ST LEONARDS NSW 2065
CP/SP30478	Y128066	Customer Substation	8585	Kitchener Street ST IVES NSW 2075
1/596451	X186471	Customer Substation	8586	Sefton Road THORNLEIGH NSW 2120
21/718774	X757526	Customer Substation	8587	Ricketty Street MASCOT NSW 2020
2/SP11998	X33382	Customer Substation	8588	Salisbury Road ASQUITH NSW 2077
2/555439	X38644	Customer Substation	8589	Myoora Road SOMERSBY NSW 2250
B/393277	X435902	Customer Substation	8590	Old Barrenjoey Road AVALON NSW 2107
1/748007	X161050	Customer Substation	8591	Mcevoy Street, 10 - 20 ALEXANDRIA NSW 2015
10/749713	AE920819	Customer Substation	8592	Miller Street, 60 NORTH SYDNEY NSW 2060
1/785343	X258810	Customer Substation	8593	Willoughby Lane CROWS NEST NSW 2065
1/220080	X341001	Customer Substation	8594	Hall Street AUBURN NSW 2144

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/522099	X179721	Customer Substation	8595	Arcadia Road SOMERSBY NSW 2250
2/1208119	Y473768	Customer Substation	8596	Reservoir Road SOMERSBY NSW 2250
23/787059	X394034	Customer Substation	8597	Sefton Road THORNLEIGH NSW 2120
61/869675	X491191	Customer Substation	8599	Fisher Road North, 155 - 171 DEE WHY NSW 2099
95/7866	X147457	Customer Substation	8601	168 - 176 Carrington Street, REVESBY NSW 2212
CP/SP32861	Z758914	Customer Substation	8602	Darley Road MANLY NSW 2095
1/668876	Y390626	Customer Substation	8603	O'Riordan Street, 163 MASCOT NSW 2020
1/930503	X712285	Customer Substation	8605	Broadway, 255 Nr Grose Street GLEBE NSW 2037
Auto Consol 11750-229; 17/B/1961	Y677211	Customer Substation	8606	Byrnes Road BOTANY NSW 2019
2/590251	X647076	Customer Substation	8608	Sefton Road THORNLEIGH NSW 2120
CP/SP72768	Y297204	Customer Substation	8609	Forrester Street, 13 - 15 KINGSGROVE NSW 2208
1/719188	X572730	Customer Substation	8610	Rawson Road GREENACRE NSW 2190
CP/SP32396	Z6888	Customer Substation	8611	Cockthorpe Road AUBURN NSW 2144
CP/SP91866	X321073	Customer Substation	8612	Liverpool Street, 223 ASHFIELD NSW 2131

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
618/720786; 4/802920	X779107	Customer Substation	8613	Sydney Steel Road MARRICKVILLE NSW 2204
12/814916	Z178470	Customer Substation	8614	Bungalow Avenue PYMBLE NSW 2073
1/746429	X408330	Customer Substation	8615	Pacific Highway, 100 ST LEONARDS NSW 2065
1/732309	X750878	Customer Substation	8617	Mercury Road BEVERLY HILLS NSW 2209
1/881937	X512418	Customer Substation	8618	Kalawarra Road WYOMING NSW 2250
1/633234	X403991	Customer Substation	8619	Wicks Road NORTH RYDE NSW 2113
CP/SP71334	X846880	Customer Substation	8622	Talavera Road, 64 NORTH RYDE NSW 2113
2/556743	Y153985	Customer Substation	8624	Madeline Street ENFIELD NSW 2136
3/788131	X532410	Customer Substation	8628	O'riordan Street ALEXANDRIA NSW 2015
CP/SP53094	Y473770	Customer Substation	8629	Pembroke Street SURRY HILLS NSW 2010
14/732494	Y39221	Customer Substation	8634	Skyline Place FRENCHS FOREST NSW 2086
1/776148	X628869	Customer Substation	8635	Rowe Street EASTWOOD NSW 2122
CP/SP31796	X801107	Customer Substation	8636	Short Street CHATSWOOD NSW 2067
2/740703	X833123	Customer Substation	8637	Orion Road, 15 LANE COVE NSW 2066

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/708173	X359717	Customer Substation	8638	Brisbane Street SURRY HILLS NSW 2010
1/664689	X419774	Customer Substation	8640	Doody Street ALEXANDRIA NSW 2015
1/620352	X393998	Customer Substation	8641	Edward Street PYRMONT NSW 2009
2/701356	Y356281	Customer Substation	8643	Morley Avenue ROSEBERY NSW 2018
CP/SP39751	Z876109	Customer Substation	8644	Glenmore Road PADDINGTON NSW 2021
100/862635	X556056	Customer Substation	8645	Cosgrove Road ENFIELD NSW 2136
1/402485	X615055	Customer Substation	8646	Captain Cook Drive KURNELL NSW 2231
2/240188	Y319740	Customer Substation	8647	The Boulevard KIRRAWEE NSW 2232
1/1146779	AD751819	Customer Substation	8648	Pacific Highway, 91 Cnr College Crescent HORNSBY NSW 2077
CP/SP41837	E186148	Customer Substation	8649	Bungan Lane MONA VALE NSW 2103
1/816173	X626883	Customer Substation	8650	Castlereagh Street (Museum Station South) SYDNEY NSW 2000
101/740939	Y241554	Customer Substation	8651	Haig Street MAROUBRA JUNCTION NSW 2035
CP/SP91868	AK549622	Customer Substation	8654	Angelo Street NORTH SYDNEY NSW 2060

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/749632	X869348	Customer Substation	8655	Ulmarra Place EAST LINDFIELD NSW 2070
1/740385	Y254807	Customer Substation	8656	Boorea Street, 42 AUBURN NSW 2144
1/739796	I462683	Customer Substation	8657	Gibson Avenue PADSTOW NSW 2211
1/664690	Y42734	Customer Substation	8658	Lachlan Street WATERLOO NSW 2017
1/82632	X801106	Customer Substation	8659	Bourke Road ALEXANDRIA NSW 2015
CP/SP31284	X640838	Customer Substation	8660	Sussex Street, 336 - 346 (Harris Street, 579 - 583) SYDNEY NSW 2000
100/732204	X468072	Customer Substation	8662	Baumans Road, 93 PEAKHURST NSW 2210
Auto Consol 8632-245	E26208	Customer Substation	8664	Yallambee Avenue GOSFORD NSW 2250
4/1046092	X923578	Customer Substation	8667	Waterloo Road NORTH RYDE NSW 2113
CP/SP17393	Y27514	Customer Substation	8669	Liverpool Street, 223 - 225 DARLINGHURST NSW 2010
12/1124107	X603943	Customer Substation	8671	Davies Road, 45 PADSTOW NSW 2211
1/553986	X932343	Customer Substation	8673	Skinner Avenue PUNCHBOWL NSW 2196
2/30013	X626888	Customer Substation	8676	The Boulevard KIRRAWEE NSW 2232

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
2/718718	Y592244	Customer Substation	8677	Bridge Street PYMBLE NSW 2073
621/1128314	X843857	Customer Substation	8678	Fox Valley Road WAHROONGA NSW 2076
4/1134234	AE529007	Customer Substation	8679	Blue Street, 5 NORTH SYDNEY NSW 2060
CP/SP50706	Y252212	Customer Substation	8680	Endeavour Street CHATSWOOD NSW 2067
210/1172133	X626885	Customer Substation	8681	Reserve Road ST LEONARDS NSW 2065
3/13475	X759709	Customer Substation	8682	Allen Street ARNCLIFFE NSW 2205
2/182322	X637709	Customer Substation	8683	Turrella Street TURRELLA NSW 2205
11/880156A; 11/880156B	Y492332	Customer Substation	8684	Brisbane Water Drive, 269 (Henry Kendall Street) WEST GOSFORD NSW 2250
700/731980	X840043	Customer Substation	8685	The Entrance Road ERINA NSW 2250
1/746830	X829937	Customer Substation	8686	Pitt Street, 130 (Lees Court) SYDNEY NSW 2000
CP/SP74674	Y224950	Customer Substation	8687	Bathurst Street, 97 - 99 SYDNEY NSW 2000
Auto Consol 15444-138	X932345	Customer Substation	8688	Mary Street SURRY HILLS NSW 2010
25/E/8529	X886237	Customer Substation	8689	Parraweena Road TAREN POINT NSW 2229

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/731307	Z28742	Customer Substation	8690	Mcintosh Avenue CHATSWOOD NSW 2067
5/737137	X896857	Customer Substation	8691	Warriewood Road WARRIEWOOD NSW 2102
4/775631	Y567825	Customer Substation	8692	Racecourse Road WEST GOSFORD NSW 2250
371/205858	X737471	Customer Substation	8694	Ibis Road TUGGERAH NSW 2259
18/259028	E985936	Customer Substation	8697	Shakespeare Place & Cahill Express SYDNEY NSW 2000
322/1180132	Y91222	Customer Substation	8698	Parraweena Road, 106 - 128 TAREN POINT NSW 2229
Auto Consol 15519-164	X893469	Customer Substation	8699	Grosvenor Street & Grafton Street BONDI JUNCTION NSW 2022
1/738262	X730906	Customer Substation	8700	Little Walker Street NORTH SYDNEY NSW 2060
1/738322	Y364613	Customer Substation	8701	Glen Street MILSONS POINT NSW 2061
21/601873	Y116800	Customer Substation	8702	Avoca Drive AVOCA BEACH NSW 2251
7/1090622	Y574421	Customer Substation	8703	Jusfrute Drive WEST GOSFORD NSW 2250
101/1199035	Y173161	Customer Substation	8705	Fariola Street SILVERWATER NSW 2128
2/715461	E99123	Customer Substation	8706	Parraweena Road MIRANDA NSW 2228
1/784813	Y128065	Customer Substation	8707	Beaumont Road MOUNT KURING- GAI NSW 2080

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/1185426	Y2533	Customer Substation	8708	Moore Street LEICHHARDT NSW 2040
1/224728	X814914	Customer Substation	8710	Pitt Street WATERLOO NSW 2017
6/628960	U775743	Customer Substation	8711	Maddox Street ALEXANDRIA NSW 2015
7/700498	X814873	Customer Substation	8713	Beauchamp Road (Anzac Parade, 315a) MATRAVILLE NSW 2036
8/700498	X814872	Customer Substation	8714	Messines Place MATRAVILLE NSW 2036
6/700498	X814913	Customer Substation	8715	Lone Pine Parade MATRAVILLE NSW 2036
CP/SP32682	Y59606	Customer Substation	8716	Wassell Street MATRAVILLE NSW 2036
5/1071752	Y229851	Customer Substation	8717	Longueville Road, 71 LANE COVE NSW 2066
42/1153360	O64746	Customer Substation	8718	Talavera Road MACQUARIE PARK NSW 2113
2/737438	Y19898	Customer Substation	8720	Rodborough Road, 10 BEACON HILL NSW 2100
1/88075	Y614073	Customer Substation	8721	Danks Street WATERLOO NSW 2017
CP/SP64082	Y99643	Customer Substation	8722	O'riordan Street ALEXANDRIA NSW 2015
11/1034612	Z451302	Customer Substation	8723	King Road HORNSBY NSW 2077

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/875483	Z372538	Customer Substation	8724	Henderson Street TURRELLA NSW 2205
2/748426	Y204348	Customer Substation	8725	Bassett Street MONA VALE NSW 2103
11/1029174; 10/1029174	E715498	Customer Substation	8727	Belmont Road CREMORNE NSW 2090
100/633054	Y565545	Customer Substation	8728	Fotheringham Street ENMORE NSW 2042
12/248944	O162240	Customer Substation	8730	Gavenlock Road TUGGERAH NSW 2259
CP/SP70949	Z12584	Customer Substation	8731	Railway Parade, 4 BURWOOD NSW 2134
2/714965	Y192169	Customer Substation	8732	Endeavour Road CARINGBAH NSW 2229
3/740703	Y420500	Customer Substation	8733	Orion Road LANE COVE NSW 2066
CP/SP34222	Y934340	Customer Substation	8734	Denison Street HILLSDALE NSW 2036
12/1005772	Y736804	Customer Substation	8735	Vanessa Street, 105 KINGSGROVE NSW 2208
24/1062529; 23/1062529	Y953407	Customer Substation	8737	Ernest Street NEUTRAL BAY NSW 2089
621/719012	Y437282	Customer Substation	8738	Humphries Lane HURSTVILLE NSW 2220
1/771947	O552484	Customer Substation	8739	Barrack Street & York Street SYDNEY NSW 2000
21/826371	U692913	Customer Substation	8740	Herbert Street, 39 ST LEONARDS NSW 2065

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
100/774029	Y119708	Customer Substation	8741	Baringa Road NORTHBRIDGE NSW 2063
CP/SP75484	Y99644	Customer Substation	8742	Stapleton Avenue SUTHERLAND NSW 2232
CP/SP31979	Z6887	Customer Substation	8743	Phillip Street SYDNEY NSW 2000
1/560154	Y369732	Customer Substation	8744	Campbell Street ST PETERS NSW 2044
2/108129	Y831107	Customer Substation	8745	Avoca Street RANDWICK NSW 2031
10/241877	Y244627	Customer Substation	8746	Apollo Place LANE COVE WEST NSW 2066
1/788579	Y402333	Customer Substation	8747	Little Walker Street NORTH SYDNEY NSW 2060
10/228281	Y478527	Customer Substation	8750	View Street MARRICKVILLE NSW 2204
3/775039	Z721973	Customer Substation	8751	Young Street WATERLOO NSW 2017
CP/SP76663	Y718377	Customer Substation	8752	Watt Street GOSFORD NSW 2250
132/1189734	Y816762	Customer Substation	8753	Australia Avenue (8 Herb Elliott Avenue) SYDNEY OLYMPIC PARK NSW 2127
Auto Consol 15506-45	Y600958	Customer Substation	8754	Beauchamp Road BANKSMEADOW NSW 2019
9/719997	Y541467	Customer Substation	8755	Sydney Steel Road MARRICKVILLE NSW 2204
2/771780	E605067	Customer Substation	8756	Cairds Avenue BANKSTOWN NSW 2200

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
200/774260	Y823682	Customer Substation	8757	Hilly Street MORTLAKE NSW 2137
3/220260	U355900	Customer Substation	8758	Underwood Road FLEMINGTON NSW 2140
18/748030	Y430700	Customer Substation	8759	Leighton Place ASQUITH NSW 2077
1/608746	Y473771	Customer Substation	8760	Berry Street NORTH SYDNEY NSW 2060
3/1098497	Z260151	Customer Substation	8762	Dignity Crescent WEST GOSFORD NSW 2250
10/446890	Y600959	Customer Substation	8763	York Street, 91 SYDNEY NSW 2000
1/792311	Y620426	Customer Substation	8764	Beach Street COOGEE NSW 2034
1/785980	Z682694	Customer Substation	8765	Parramatta Road SILVERWATER NSW 2128
H/361852	Y396055	Customer Substation	8766	Gardeners Road MASCOT NSW 2020
2/748733	Y287621	Customer Substation	8767	Rodborough Road, 18 BEACON HILL NSW 2100
1/749921	Z734240	Customer Substation	8768	Milperra Road, 31 REVESBY NSW 2212
11/1047924	Y412870	Customer Substation	8769	Birnie Avenue LIDCOMBE NSW 2141
9/4213	Y654979	Customer Substation	8772	Carabella Street KIRRIBILLI NSW 2061
1/748881	Y445699	Customer Substation	8774	Botany Road, 540 - 548 (Beaconsfield Lane) ALEXANDRIA NSW 2015

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP43980	Y567826	Customer Substation	8775	Providence Place DARLINGHURST NSW 2010
1/661348	Y662931	Customer Substation	8776	Riley Street SURRY HILLS NSW 2010
1/1126478	E653297	Customer Substation	8778	Marden Street ARTARMON NSW 2064
2/772101	Z230748	Customer Substation	8779	Mitchell Road ALEXANDRIA NSW 2015
124/879825	Y962936	Customer Substation	8780	Naughton Street CHULLORA NSW 2190
1/795592	Y584520	Customer Substation	8781	Blue Street NORTH SYDNEY NSW 2060
10/880509	E625044	Customer Substation	8782	Penshurst Street WILLOUGHBY NSW 2068
17/777794	Y622572	Customer Substation	8783	Smithers Street (Myrtle Street, 140) CHIPPENDALE NSW 2008
34/739309	E394134	Customer Substation	8784	Arncliffe Street ARNCLIFFE NSW 2205
Auto Consol 10731-222	Y710849	Customer Substation	8785	Phillips Road KOGARAH NSW 2217
CP/SP37395	Y457589	Customer Substation	8786	Help Street CHATSWOOD NSW 2067
1/449754	E802468	Customer Substation	8787	Yurong Street EAST SYDNEY NSW 2010
CP/SP66106	Y541466	Customer Substation	8788	South Creek Road DEE WHY WEST NSW 2099

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/594973	AC624435	Customer Substation	8790	Marrickville Road, 104 - 116 MARRICKVILLE NSW 2204
1/747543	Y662930	Customer Substation	8791	Carmen Street BANKSTOWN NSW 2200
2/806373	Z320300	Customer Substation	8792	Richmond Road FLEMINGTON NSW 2140
17/747148	Y735633	Customer Substation	8793	Bourke Road ALEXANDRIA NSW 2015
5/239168	AF315189	Customer Substation	8794	Boundary Street DARLINGHURST NSW 2010
433/839352	Z453055	Customer Substation	8795	Bridge Street HURSTVILLE NSW 2220
100/739586	Z3969	Customer Substation	8796	Elsie Street, 2 - 14 Near John Street BURWOOD NSW 2134
CP/SP35042	Z713188	Customer Substation	8797	Walker Street NORTH SYDNEY NSW 2060
CP/SP73205; 35/842139; 31/789351; 1/1138683	Y534211	Customer Substation	8798	Rodborough Road FRENCHS FOREST NSW 2086
100/836204	Z690684	Customer Substation	8800	Bank Street PYRMONT NSW 2009
16/317712	Y864662	Customer Substation	8801	Glencoe Street SUTHERLAND NSW 2232
CP/SP72814	Y651088	Customer Substation	8802	Belmont Road CREMORNE NSW 2090
CP/SP38379	Y703900	Customer Substation	8803	Brady Street MOSMAN NSW 2088

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
3337/628724	Z38520	Customer Substation	8804	Mentmore Avenue ROSEBERY NSW 2018
531/777334	Y816761	Customer Substation	8805	Hudson Street HURSTVILLE NSW 2220
Auto Consol 5778-63	Y808813	Customer Substation	8806	Commercial Road KINGSGROVE NSW 2208
201/1034204; 202/1034204	Z89821	Customer Substation	8807	Scaysbrook Drive KINCUMBER NSW 2251
41/773092	E825468	Customer Substation	8808	Lucca Road, 18 WYONG NSW 2259
1/619753	Z526175	Customer Substation	8809	Botany Street BONDI JUNCTION NSW 2022
1/793936	Y772618	Customer Substation	8810	Glenmore Road EDGECLIFF NSW 2027
4/1034913	Y920000	Customer Substation	8811	Yardley Avenue WAITARA NSW 2077
CP/SP35561	Y634526	Customer Substation	8812	Pennant Hills Road THORNLEIGH NSW 2120
CP/SP35394	Y870567	Customer Substation	8813	Little Walker Street NORTH SYDNEY NSW 2060
A/396401	Z615129	Customer Substation	8814	King Street MASCOT NSW 2020
5/707291	O654379	Zone Substation	8815	Bassett Street MONA VALE NSW 2103
5/707291	O654380	Customer Substation	8816	Bassett Street MONA VALE NSW 2103
2/788037	Y901645	Customer Substation	8818	King Street (Princes Highway) ST PETERS NSW 2044

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP67827	E863680	Customer Substation	8819	Ward Avenue KINGS CROSS NSW 2011
CP/SP33855	Z658710	Customer Substation	8820	Lorraine Street PEAKHURST NSW 2210
CP/SP76027	Z35002	Customer Substation	8821	Ashburner Street, 45 - 47 MANLY NSW 2095
27/774283	O227214	Customer Substation	8824	Sussex Street SYDNEY NSW 2000
4/718986	Y929127	Customer Substation	8825	Amour Street MILPERRA NSW 2214
1/777779	Z10101	Customer Substation	8827	Little Spring Street NORTH SYDNEY NSW 2060
CP/SP48795	Z35025	Customer Substation	8828	Dunning Avenue ROSEBERY NSW 2018
1/855673	Z690683	Customer Substation	8829	Rodborough Road BEACON HILL NSW 2100
8/1205944	Z112006	Customer Substation	8830	Pennant Hills Road THORNLEIGH NSW 2120
CP/SP36253	Y835486	Customer Substation	8831	Hipwood Street NEUTRAL BAY NSW 2089
CP/SP34123	Y967542	Customer Substation	8832	Mcevoy Street ALEXANDRIA NSW 2015
CP/SP35381	Z423725	Customer Substation	8833	Norman Street PEAKHURST NSW 2210
CP/SP41893	Z351761	Customer Substation	8834	Campbell Avenue DEE WHY NSW 2099
431/818607	E31934	Customer Substation	8835	Karalta Road ERINA NSW 2250

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
101/793906	Z44548	Customer Substation	8836	Market Street, 57 SYDNEY NSW 2000
1/SP31555	Z387163	Customer Substation	8837	Box Road, 80 TAREN POINT NSW 2229
9/1046090	Z395506	Customer Substation	8839	Wicks Road NORTH RYDE NSW 2113
1/719997	Z364138	Customer Substation	8841	Fitzroy Street MARRICKVILLE NSW 2204
2/503151	Z346587	Customer Substation	8842	Burrows Road, 40 - 42 ALEXANDRIA NSW 2015
2/381708	AF662947	Vacant Land	8843	Wisemans Ferry Road SPENCER NSW 2775
1/742084	Z15281	Customer Substation	8845	Empire Bay Drive KINCUMBER NSW 2251
3/77213	Z541323	Customer Substation	8846	Parramatta Road AUBURN NSW 2144
1/788275	Z169049	Customer Substation	8847	Beaconsfield Street AUBURN NSW 2144
CP/SP71283	Z342886	Customer Substation	8848	Grandview Lane PYMBLE NSW 2073
730/771802	E199429	Customer Substation	8849	Lithgow Street ST LEONARDS NSW 2065
1/791740	Z210576	Customer Substation	8850	Marshall Lane ST LEONARDS NSW 2065
1/614785	Z888199	Customer Substation	8851	Forbes Street NEWTOWN NSW 2042
Auto Consol 15444-139	Z269765	Customer Substation	8854	Belmore Lane & Mary Lane SURRY HILLS NSW 2010

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
2/787711	Z243297	Customer Substation	8855	Charles Hayman Lane COLLAROY NSW 2097
1/1194897	I782341	Customer Substation	8856	Pacific Highway SOMERSBY NSW 2250
10/263464	E51977	Customer Substation	8857	Manns Road BERKELEY VALE NSW 2261
CP/SP36915	Z42167	Customer Substation	8859	Vuko Place WARRIEWOOD NSW 2102
101/714272	Z187825	Customer Substation	8862	Castlereagh Street SYDNEY NSW 2000
11/786590	AB279364	Customer Substation	8865	Percy Street AUBURN NSW 2144
CP/SP36400	E323859	Customer Substation	8866	Miller Road VILLAWOOD NSW 2163
8/789629	U58755	Customer Substation	8867	Avoca Street RANDWICK NSW 2031
CP/SP37079	Z69082	Customer Substation	8868	Cecil Avenue CRONULLA NSW 2230
2/1073910	I119945	Customer Substation	8870	Grafton Street BONDI JUNCTION NSW 2022
1/816893	I119450	Customer Substation	8871	Shepherds Drive CHERRYBROOK NSW 2126
CP/SP37466	Z164132	Customer Substation	8872	Milray Street LINDFIELD NSW 2070
1/780314	U43326	Customer Substation	8873	Herring Road, 110 - 114 (Macquarie Park) MARSFIELD NSW 2122
CP/SP46659	U469300	Customer Substation	8876	Botany Road ALEXANDRIA NSW 2015

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP36980	Z696283	Customer Substation	8877	Maddison Street WATERLOO NSW 2017
CP/SP35121	E520898	Customer Substation	8878	Condamine Street BALGOWLAH NSW 2093
1/206145	Z148605	Customer Substation	8879	Liamena Avenue SAN REMO NSW 2262
9/25401	Z304597	Customer Substation	8880	Marple Avenue VILLAWOOD NSW 2163
1013/752038	O144610	Customer Substation	8881	Oxford Falls Road OXFORD FALLS NSW 2100
CP/SP36623	E928153	Customer Substation	8882	Cliff Street MILSONS POINT NSW 2061
2/816173	E797689	Customer Substation	8883	Liverpool Street SYDNEY NSW 2000
CP/SP37188	Z121894	Customer Substation	8884	Parkes Street THORNLEIGH NSW 2120
1/608242	Z807399	Customer Substation	8885	West Street GORDON NSW 2072
1/791997	E574863	Customer Substation	8886	Queen Street MOSMAN NSW 2088
CP/SP36362	I56868	Customer Substation	8887	Malvern Avenue CHATSWOOD NSW 2067
11/776766	Z849055	Customer Substation	8888	Mcperson Street BOTANY NSW 2019
102/791667	Z460319	Customer Substation	8889	Burrows Road ST PETERS NSW 2044
3/807013	I959797	Customer Substation	8891	Minna Close, 2 (Austlink Business Park) TERREY HILLS NSW 2084

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
100/1024876	Z466788	Customer Substation	8893	Sweethaven Street BANKSTOWN NSW 2200
1/816083	E292711	Customer Substation	8894	Wisemans Ferry Road KARIONG NSW 2250
CP/SP65391	5162070	Customer Substation	8897	Chapel Road, 402 - 410 BANKSTOWN NSW 2200
100/789705	E76959	Customer Substation	8898	Rookwood Road POTTS HILL NSW 2143
1/776871	Z501603	Customer Substation	8899	Spring Street BONDI JUNCTION NSW 2022
2/771111	Z963608	Customer Substation	8900	Middlemiss Street MASCOT NSW 2020
CP/SP33248	Z702192	Customer Substation	8901	Bowden Street ALEXANDRIA NSW 2015
D/514573	Z467937	Customer Substation	8902	Martin Avenue ARNCLIFFE NSW 2205
201/1064473A; 201/1064473C; 201/1064473D	Z476487	Customer Substation	8905	Terrigal Drive ERINA NSW 2250
11/789393	Z698652	Customer Substation	8907	Marlborough Road FLEMINGTON NSW 2140
4/1044304	Z792082	Customer Substation	8908	Pitt Street, 310 - 320 SYDNEY NSW 2000
CP/SP37718	8471599	Customer Substation	8909	Hollywood Avenue BONDI JUNCTION NSW 2022
100/811996	Z819772	Customer Substation	8911	Elizabeth Street NORTH SYDNEY NSW 2060
56/771511	E295306	Customer Substation	8912	Khartoum Road NORTH RYDE NSW 2113

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP69741	Z882455	Customer Substation	8913	Lawson Street, 181 & Ivy Lane REDFERN NSW 2016
CP/SP46769	E111213	Customer Substation	8914	Crofts Avenue HURSTVILLE NSW 2220
1/739578	E520893	Customer Substation	8916	Rodborough Road BEACON HILL NSW 2100
2/563601	Z782741	Customer Substation	8917	Pacific Highway MOUNT WHITE NSW 2250
9/241387	Z989378	Customer Substation	8919	Victoria Road PENNANT HILLS NSW 2120
25/817287	E111215	Customer Substation	8920	Ryde Road BEROWRA NSW 2081
1/1014894	Z998967	Customer Substation	8921	Talavera Road NORTH RYDE NSW 2113
1/225095	I981305	Customer Substation	8923	North Street BALMAIN NSW 2041
CP/SP36126	6384415	Customer Substation	8924	Vuko Place WARRIWOOD NSW 2102
2/778411	E180405	Customer Substation	8927	Mary Street SURRY HILLS NSW 2010
182/629512	Z807398	Customer Substation	8928	Donaldson Street WYONG NSW 2259
1/773862	E82997	Customer Substation	8929	Christie Street ST LEONARDS NSW 2065
CP/SP54845	Z788915	Customer Substation	8930	Pennant Hills Road, 380 PENNANT HILLS NSW 2120
16/832440	Z998940	Customer Substation	8931	Wynne Avenue (52 - 60 Railway Parade) BURWOOD NSW 2134

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP49409	E189579	Customer Substation	8932	Jarrett Street LEICHHARDT NSW 2040
2/1073913	E931875	Customer Substation	8934	Grafton Street BONDI JUNCTION NSW 2022
38/868462	E276058	Customer Substation	8935	Gas Lane (Miller Street, 73) NORTH SYDNEY NSW 2060
2/585334	Z768303	Customer Substation	8936	Campell Street HAYMARKET NSW 2000
CP/SP34626	I94893	Customer Substation	8938	O'riordan Street ALEXANDRIA NSW 2015
253/5350	E537164	Customer Substation	8939	Restella Avenue DAVISTOWN NSW 2251
4/573579	E295307	Customer Substation	8941	Sylvania Way LISAROW NSW 2250
100/815025	E568781	Customer Substation	8942	Premier Street (Montgomery Street, 4 - 16) KOGARAH NSW 2217
2232/811014	E352609	Customer Substation	8944	Dooralong Road DOORALONG NSW 2259
1/804285	U187086	Customer Substation	8945	Pitt Street, 30 SYDNEY NSW 2000
1/15295	3173629	Customer Substation	8946	Edmund Hock Avenue AVALON NSW 2107
CP/SP41511	E89542	Customer Substation	8948	Jubilee Avenue WARRIEWOOD NSW 2102
122/567570	E766683	Customer Substation	8949	Byfield Street RYDE NSW 2112
CP/SP40458	I678948	Customer Substation	8950	Ada Avenue BROOKVALE NSW 2100

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
Auto Consol 15490-151	3003017	Customer Substation	8951	Vista Street SPIT JUNCTION NSW 2088
CP/SP62988	E189582	Customer Substation	8955	Dalley Street SYDNEY NSW 2000
1/1182686	E105337	Customer Substation	8956	Mulloy Road CHAIN VALLEY BAY NSW 2259
CP/SP41816	U972432	Customer Substation	8957	Karalta Road ERINA NSW 2250
CP/SP60400	E146456	Customer Substation	8958	Henrietta Lane (Raglan Street 1 - 3) MANLY NSW 2095
911/1031528	E910420	Customer Substation	8959	Jersey Place CROMER NSW 2099
2/801489	E399574	Customer Substation	8960	Arizona Road CHARMHAVEN NSW 2263
21/785947	E600843	Customer Substation	8961	Gale Road MAROUBRA NSW 2035
2/881937	E225077	Customer Substation	8962	Maidens Brush Road WYOMING NSW 2250
1/774227	E844291	Customer Substation	8963	Pacific Highway PYMBLE NSW 2073
101/773760	E361315	Customer Substation	8964	Princess Street BRIGHTON-LE-SANDS NSW 2216
1/1006536	E227667	Customer Substation	8965	George Street, 345 - 355 SYDNEY NSW 2000
1/814292A; 1/814292B	E85677	Customer Substation	8966	Miller Street NORTH SYDNEY NSW 2060
2/1031912	I886661	Customer Substation	8967	Druitt Street (Park Royal Hotel) DARLING HARBOUR NSW 2000

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/965792	I268842	Customer Substation	8968	Parramatta Road CAMPERDOWN NSW 2050
12/810862	2271958	Customer Substation	8969	Hume Highway, 874 - 878 BASS HILL NSW 2197
1/733430	E177514	Customer Substation	8970	Yalgar Road KIRRAWEE NSW 2232
32/4/11824	E105339	Customer Substation	8971	Chelmsford Road East & Malvina Parade (Lake Haven) GOROKAN NSW 2263
1/663733	E537163	Customer Substation	8972	Lakeside Drive MCMASTERS BEACH NSW 2251
2/1095363	E479040	Customer Substation	8974	Sirius Road LANE COVE NSW 2066
CP/SP49473	E95950	Customer Substation	8975	Ada Avenue, 1 - 7 BROOKVALE NSW 2100
8/304	E177517	Customer Substation	8976	Little Spring Street NORTH SYDNEY NSW 2060
1/591747	E568776	Customer Substation	8977	Reserve Road ST LEONARDS NSW 2065
2/539330	U794158	Customer Substation	8978	Tennyson Road GLADESVILLE NSW 2111
101/860736	E205910	Customer Substation	8979	King Street SYDNEY NSW 2000
1/854779	E227668	Customer Substation	8980	Talavera Road NORTH RYDE NSW 2113
CP/SP18941; CP/SP45082	E449568	Customer Substation	8981	Headland Road DEE WHY NSW 2099

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP75488	E264684	Customer Substation	8982	Boundary Road PENNANT HILLS NSW 2120
1/774001	E111216	Customer Substation	8983	Riley Street DARLINGHURST NSW 2010
Auto Consol 8663-154	U705442	Customer Substation	8984	Evans Road TOUKLEY NSW 2263
101/1024311	I557615	Customer Substation	8985	Romsey Street HORNSBY NSW 2077
1/805156	E373665	Customer Substation	8986	Coward Street MASCOT NSW 2020
10/1215760	E643310	Customer Substation	8987	Howarth Street WYONG NSW 2259
CP/SP38250	I319903	Customer Substation	8988	Endeavour Road CARINGBAH NSW 2229
1/1205413	E118584	Customer Substation	8989	Cambridge Street, 20 - 28 EPPING NSW 2121
1/96/758466	E189580	Customer Substation	8992	Henry Parry Drive GOSFORD NSW 2250
5007/1004785; 2/831539	E802467	Customer Substation	8993	Hill Road LIDCOMBE NSW 2141
CP/SP36613	I843947	Customer Substation	8994	Elizabeth Street SURRY HILLS NSW 2010
CP/SP70885	E180404	Customer Substation	8995	Rodborough Road FRENCHS FOREST NSW 2086
100/793622	E177516	Customer Substation	8996	Cliff Street MILSONS POINT NSW 2061
CP/SP62464	I151787	Customer Substation	8997	Green Street MAROUBRA JUNCTION NSW 2035

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP46628	E546995	Customer Substation	8998	Pitt Street SYDNEY NSW 2000
CP/SP70173	E124111	Customer Substation	8999	Anderson Street PEAKHURST NSW 2210
52/881594	E146457	Customer Substation	9000	Darley Street MONA VALE NSW 2103
11/1009998	I460028	Customer Substation	9002	Victor Road BROOKVALE NSW 2100
Auto Consol 10856-57	I227338	Customer Substation	9003	King Street RANDWICK NSW 2031
CP/SP35120	E479039	Customer Substation	9004	Beauchamp Road MATRAVILLE NSW 2036
3/1009870	I448410	Customer Substation	9005	Bumborah Point Road BANKSMEADOW NSW 2019
193/13506	O878632	Customer Substation	9006	Fortril Avenue BANKSTOWN NSW 2200
102/1211755	E304850	Customer Substation	9007	Aquatic Drive FRENCHS FOREST NSW 2086
1/1207088	E876410	Customer Substation	9011	Sussex Street, 234 & Druitt Street SYDNEY NSW 2000
21/286406; 1/286406; 2/286406; 3/286406; 20/286406; 22/286406; 200/1065493	I900986	Customer Substation	9013	Woodland Street BALGOWLAH NSW 2093
13/807903	AE36503	Customer Substation	9014	City View Road, 1 (Pennant Hills Road, 423) PENNANT HILLS NSW 2120
32/805021	E339700	Customer Substation	9015	Main Road TOUKLEY NSW 2263

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/745978; 1/745979	E323857	Customer Substation	9016	Upward Street (30 - 40 George Street) LEICHHARDT NSW 2040
1/792303	AB856421	Customer Substation	9017	Crofts Avenue, 9 - 11 HURSTVILLE NSW 2220
12/1197725	E221863	Customer Substation	9019	Evans Street HARBORD NSW 2096
183/755251	E977960	Customer Substation	9020	Woy Woy Road SOUTH WOY WOY NSW 2256
1/862725	E394133	Customer Substation	9022	Pacific Highway LISAROW NSW 2250
51/1034926	O401237	Customer Substation	9023	Pacific Highway KANWAL NSW 2259
CP/SP47423	U833798	Customer Substation	9025	Waters Road NEUTRAL BAY NSW 2089
221/36317	O397565	Customer Substation	9026	Lawrence Street PEAKHURST NSW 2210
1/837271	U464751	Customer Substation	9027	Willarong Road North TAREN POINT NSW 2229
1/849479	O965598	Customer Substation	9028	Sheridan Close MILPERRA NSW 2214
1/841589	U853148	Customer Substation	9029	Alberta Street SYDNEY NSW 2000
6/739456	I955279	Customer Substation	9032	Aumuna Road, 2 TERREY HILLS NSW 2084
58/786296	3723102	Customer Substation	9033	Figtree Drive, 5 HOMEBUSH NSW 2140
B/30778	E844292	Customer Substation	9034	Milton Street, 149 - 163 ASHBURY NSW 2193

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
20/1214609	I622485	Customer Substation	9035	Dalmeny Avenue ROSEBERY NSW 2018
56/804916	I868220	Customer Substation	9036	Wahroonga Road KANWAL NSW 2259
1/810166	5092708	Customer Substation	9037	Portview Road ST LEONARDS NSW 2065
Auto Consol 7185-190	2919700	Customer Substation	9038	Arthur Street, 191 LIDCOMBE NSW 2141
CP/SP58653	U897358	Customer Substation	9039	Winbourne Road, 9 - 13 BROOKVALE NSW 2100
2/587174	6593430	Customer Substation	9040	Durkin Place, 11 PEAKHURST NSW 2210
100/878185	E708399	Customer Substation	9042	Rookwood Road CHULLORA NSW 2190
1/787758	I177118	Customer Substation	9044	Pacific Highway CHARMHAVEN NSW 2263
100/619712	I930967	Customer Substation	9045	Sussex Street SYDNEY NSW 2000
CP/SP87059	U841631	Customer Substation	9046	Bank Lane KOGARAH NSW 2217
CP/SP40161	I427407	Customer Substation	9047	Wisemans Ferry Road SOMERSBY NSW 2250
1/120240	U771299	Customer Substation	9050	Newington Road SILVERWATER NSW 2128
11/777449	E971626	Customer Substation	9060	Sussex Street SYDNEY NSW 2000

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
30/785238	E953688	Customer Substation	9062	Gloucester Road (Warringah Corporate Centre) HURSTVILLE NSW 2220
CP/SP58635	E941531	Customer Substation	9063	Foster Street SURRY HILLS NSW 2010
1/860064	3819669	Customer Substation	9064	Ramsgate Road RAMSGATE NSW 2217
15/791563	I784461	Customer Substation	9065	Green Street EAST BOTANY NSW 2019
CP/SP86579	E708400	Customer Substation	9066	Green Street BROOKVALE NSW 2100
2/803493	I493208	Customer Substation	9069	Smith Street TEMPE NSW 2044
13/771033	E910421	Customer Substation	9070	Carrington Street REVESBY NSW 2212
1/585393	8026010	Customer Substation	9071	Harley Crescent, 18 CONDELL PARK NSW 2200
CP/SP42159	E512763	Customer Substation	9072	Bobbin Head Road NORTH TURRAMURRA NSW 2074
102/812542	U249804	Customer Substation	9073	Elsie Street, 16 - 24 BURWOOD NSW 2134
204/1211700	AJ903575	Customer Substation	9074	Gould Street BONDI NSW 2026
Auto Consol 3781-219	E728859	Customer Substation	9075	Shelley Beach Road EMPIRE BAY NSW 2257
4/801980	E728860	Customer Substation	9077	Gindurra Road SOMERSBY NSW 2250

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
100/810570	E910419	Customer Substation	9078	The Mall SOUTH HURSTVILLE NSW 2221
1/800621	U668237	Customer Substation	9079	Help Street, 9 CHATSWOOD NSW 2067
60/826360	E876404	Customer Substation	9080	Rocklands Road CROWS NEST NSW 2065
1/575394	E681979	Customer Substation	9081	O'Riordan Street, 37 & Collins Street ALEXANDRIA NSW 2015
CP/SP67571	E967568	Customer Substation	9082	Bayswater Road DARLINGHURST NSW 2010
2/815086	U166579	Customer Substation	9083	Thomas Street CHATSWOOD NSW 2067
CP/SP72138	I56869	Customer Substation	9085	Macleay Street POTTS POINT NSW 2011
20/800924	E763420	Customer Substation	9087	Koonya Circuit TAREN POINT NSW 2229
2/789878	I167364	Customer Substation	9088	O'dea Avenue, 50 WATERLOO NSW 2017
100/804958	E825466	Customer Substation	9089	Thomas Street HAYMARKET NSW 2000
1/810773	I149812	Customer Substation	9090	Wolseley Road LINDFIELD NSW 2070
1/778411	U249967	Customer Substation	9091	Albion Street SURRY HILLS NSW 2010
1/793525	U383600	Customer Substation	9092	Cross Street, 33 DOUBLE BAY NSW 2028
6/226993	I351849	Customer Substation	9093	Taren Point Road TAREN POINT NSW 2229

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP54971	E985930	Customer Substation	9094	Rialto Lane MANLY NSW 2095
100/808835	I227337	Customer Substation	9095	South Dowling Street WATERLOO NSW 2017
3/809292	I484529	Customer Substation	9096	Fitzroy Street SURRY HILLS NSW 2010
101/850653; 102/850653	I26905	Customer Substation	9097	Alice Street AUBURN NSW 2144
CP/SP41433	O418956	Customer Substation	9098	Willcock Avenue MIRANDA NSW 2228
1/718985	I220345	Customer Substation	9099	Sussex Street, 154 SYDNEY NSW 2000
2223/789795	I239199	Customer Substation	9100	William Street BANKSTOWN WEST NSW 2200
18/788901	U823012	Customer Substation	9104	Sussex Street SYDNEY NSW 2000
1/810707	E822571	Customer Substation	9105	Garden Street KOGARAH NSW 2217
11/809880	E931874	Customer Substation	9106	Epping Road NORTH RYDE NSW 2113
Auto Consol 10548-99	U778861	Customer Substation	9107	Castlereagh Street, 171 - 183 SYDNEY NSW 2000
71/749690	I149811	Customer Substation	9108	Pacific Highway, 601 - 615 ST LEONARDS NSW 2065
10/819086	I970279	Customer Substation	9109	Wynyard Lane SYDNEY NSW 2000
22/805996	5864750	Customer Substation	9110	George Street REDFERN NSW 2016

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
22/1092293	I239200	Customer Substation	9113	Horsley Road MILPERRA NSW 2214
14/1199594	7355464	Customer Substation	9114	Coward Street MASCOT NSW 2020
301/838703	U134357	Customer Substation	9115	Brougham Street KINGS CROSS NSW 2011
456/807817	I753607	Customer Substation	9116	Prosperity Avenue WARRIEWOOD NSW 2102
3/778411	I319902	Customer Substation	9117	Mary Street SURRY HILLS NSW 2010
10/818716	U313738	Customer Substation	9118	Factory Street HAYMARKET NSW 2000
C/340656	U339182	Customer Substation	9119	Exell Street BANKSMEADOW NSW 2019
100/816466	I517472	Customer Substation	9120	Claremont Avenue GREENACRE NSW 2190
CP/SP42238	U464752	Customer Substation	9121	Jersey Street North, 75 - 79 HORNSBY NSW 2077
13/253735	I988678	Customer Substation	9122	Works Place MILPERRA NSW 2214
2/737194	I767434	Customer Substation	9126	Windmill Street MILLERS POINT NSW 2000
12/806898	I692908	Customer Substation	9127	Thomas Street HAYMARKET NSW 2000
451/825626	U626399	Customer Substation	9128	Kent Street SYDNEY NSW 2000
2/776548	I688283	Customer Substation	9129	Blaxland Road RYDE NSW 2112

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
32/69619	I921427	Customer Substation	9130	Arthur Street NORTH SYDNEY NSW 2060
Auto Consol 6164-217	I682489	Customer Substation	9131	Pacific Highway ST LEONARDS NSW 2065
CP/SP31555	I26904	Customer Substation	9132	Box Road TAREN POINT NSW 2229
101/863865	I268841	Customer Substation	9133	Canterbury Road WILEY PARK NSW 2195
56/1201206	U728901	Customer Substation	9134	Carter Street LIDCOMBE NSW 2141
2/59052	I398439	Customer Substation	9135	Pyrmont Street, 137 PYRMONT NSW 2009
CP/SP23181	E786981	Customer Substation	9136	Kent Street EPPING NSW 2121
22/809571	I170274	Customer Substation	9138	Miller Street NORTH SYDNEY NSW 2060
70/818981	U930283	Customer Substation	9140	Parkview Drive HOMEBUSH BAY NSW 2127
8/735225	O611474	Customer Substation	9141	Bennelong Road HOMEBUSH BAY NSW 2127
CP/SP53308	U241896	Customer Substation	9142	Cardigan Lane CAMPERDOWN NSW 2050
1/777788	U30998	Customer Substation	9143	Sussex Street, 140 (Basement Level) SYDNEY NSW 2000
1/866421	I170275	Customer Substation	9144	Springwood Street ETTALONG BEACH NSW 2257
Auto Consol 6381-178	I713193	Customer Substation	9145	First Avenue FIVE DOCK NSW 2046

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP42393	U150718	Customer Substation	9146	Gray Street SUTHERLAND NSW 2232
100/1190673	I868219	Customer Substation	9148	George Street HAYMARKET NSW 2000
CP/SP35135	U498406	Customer Substation	9149	Box Road TAREN POINT NSW 2229
CP/SP43918	I336407	Customer Substation	9150	Pacific Street, 6 - 12 (Piper Lane) MANLY NSW 2095
1/786700	I240698	Customer Substation	9151	Clarence Street, 66 WYNYARD NSW 2000
4/20431	I895610	Customer Substation	9152	Kingsway CARINGBAH NSW 2229
CP/SP63607	6569763	Customer Substation	9153	James Street MANLY NSW 2095
156/815947	I522595	Customer Substation	9154	Garthons Lane HURSTVILLE NSW 2220
1/593866	U483375	Customer Substation	9155	Jabez Street MARRICKVILLE NSW 2204
1/633690	I300601	Customer Substation	9156	Pitt Street & Barlow Street HAYMARKET NSW 2000
Auto Consol 6536-154	I707485	Customer Substation	9158	Alison Street WYONG NSW 2259
CP/SP42936	I585608	Customer Substation	9159	Wattle Street, 330 ULTIMO NSW 2007
1/1073036	I564362	Customer Substation	9160	Derby Street SILVERWATER NSW 2128
1/815188	I398441	Customer Substation	9161	Foley Street DARLINGHURST NSW 2010

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
13/260301	I593224	Customer Substation	9162	Creighton Lane GOSFORD NSW 2250
1/219742	I398440	Customer Substation	9163	Station Avenue HOMEBUSH BAY NSW 2127
1/812608	U456129	Customer Substation	9165	Innesdale Road ARNCLIFFE NSW 2205
CP/SP39185	6017753	Customer Substation	9167	Leeds Street, 23 RHODES NSW 2138
1/700955; Auto Consol 7117-105; C/370818	I746132	Customer Substation	9170	Clarence Street SYDNEY NSW 2000
81/809475	I351846	Customer Substation	9171	Hume Highway ENFIELD NSW 2136
3/789759	U289265	Customer Substation	9172	Kent Street SYDNEY NSW 2000
63/15715; 64/15715	O436246	Customer Substation	9174	Bellona Avenue REGENTS PARK NSW 2143
1/815334	I406836	Customer Substation	9175	Stoney Creek Road BEVERLY HILLS NSW 2209
1/809918	U209694	Customer Substation	9176	Military Road MATRAVILLE NSW 2036
53/868710	I506658	Customer Substation	9177	Brompton Street MARRICKVILLE NSW 2204
CP/SP76907	I970289	Customer Substation	9179	Hunter Street, 60 - 66 (City Mutual Building) SYDNEY NSW 2000
2/807013	I909900	Customer Substation	9180	Garigal Road TERREY HILLS NSW 2084
32/1185297	I821128	Customer Substation	9181	Kincumber Street KINCUMBER NSW 2251

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/740014	1675573	Customer Substation	9182	The Entrance Road, Cnr Karalta Road ERINA NSW 2250
37/832640	9233401	Customer Substation	9183	College Street, 26 (Nr Francis Street & Hargrave Street) EAST SYDNEY NSW 2010
A/936699	9369311	Customer Substation	9184	Anglo Road, 25 CAMPSIE NSW 2194
100/800560	1868221	Customer Substation	9185	Kihilla Road AUBURN NSW 2144
CP/SP61295	1485637	Customer Substation	9186	Gloucetser Place (Raleigh Park) KENSINGTON NSW 2033
2/847028	AC201139	Customer Substation	9187	Clapham Road, 95 SEFTON NSW 2162
CP/SP43023	1760502	Customer Substation	9188	Kareena Road North CARINGBAH NSW 2229
1005/819949	U119418	Customer Substation	9189	Pine Tree Lane TERRIGAL NSW 2260
CP/SP39192	1692909	Customer Substation	9193	Bourke Street WATERLOO NSW 2017
4/826686	1714714	Customer Substation	9194	Regatta Road FIVE DOCK NSW 2046
1/788634	1784460	Customer Substation	9196	Falconer Street, 73 - 77 WEST RYDE NSW 2114
1/612959	1836146	Customer Substation	9197	Anzac Street GREENACRE NSW 2190
10/1034465	1785637	Customer Substation	9198	Horsley Road MILPERRA NSW 2214

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP40314	U926776	Customer Substation	9199	Lillian Fowler Place MARRICKVILLE NSW 2204
37/817055	I792537	Customer Substation	9200	Bourke Road, Nr Bowden Street ALEXANDRIA NSW 2015
1/270116	U123319	Customer Substation	9201	Albany Street North, Cnr William Street GOSFORD NSW 2250
10/818068	U651479	Network Substation	9202	Winbourne Road BROOKVALE NSW 2100
12/831525	O102977	Customer Substation	9203	Botham Close CHARMHAVEN NSW 2263
1/556722; 5/6262	O34612	Customer Substation	9204	Thomas Street ASHFIELD NSW 2131
2/792885	7355463	Customer Substation	9205	Bourke Road MASCOT NSW 2020
101/714988	2790920	Customer Substation	9206	Pacific Highway TURRAMURRA NSW 2074
CP/SP30195	I678947	Customer Substation	9207	Avalon Parade, 82 AVALON NSW 2107
110/817579	I678946	Customer Substation	9208	Koonya Circuit TAREN POINT NSW 2229
CP/SP38979	O92483	Customer Substation	9209	Jones Street, 89 - 97 ULTIMO NSW 2007
1/812621	I895611	Customer Substation	9210	Powell Street HOMEBUSH NSW 2140
1/530050	I970280	Customer Substation	9211	Old Pittwater Road BROOKVALE NSW 2100
4/818380	U531155	Customer Substation	9212	Princes Highway ST PETERS NSW 2044

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/1193101	U550472	Customer Substation	9213	George Street NORTH STRATHFIELD NSW 2137
1/1144741	7000480	Customer Substation	9214	Challenger Drive BELROSE NSW 2085
12/631351	U360778	Customer Substation	9215	Dumaresq Street GORDON NSW 2072
2/219483	U506684	Customer Substation	9217	Gale Road MAROUBRA NSW 2035
1/713708	I785638	Customer Substation	9219	Newton Street North SILVERWATER NSW 2128
42/772189	I888004	Customer Substation	9220	Canterbury Road BANKSTOWN NSW 2200
1/738377	I959798	Customer Substation	9223	The River Road REVESBY NSW 2212
CP/SP34610	I682490	Customer Substation	9224	Perry Street MATRAVILLE NSW 2036
16/618493	I796175	Customer Substation	9226	Marigold Street MILPERRA NSW 2214
B/415100	U170756	Customer Substation	9227	Boorea Street, 44 LIDCOMBE NSW 2141
104/794074	U119417	Customer Substation	9228	Pennant Hills Road CARLINGFORD NSW 2118
1/1084245	I814612	Customer Substation	9229	Goobarabah Avenue GOROKAN NSW 2263
2/803671	U617995	Customer Substation	9230	Corella Close BERKELEY VALE NSW 2261

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP46776	I959799	Customer Substation	9231	Terrigal Esplanade TERRIGAL NSW 2260
Auto Consol 4578-40	I900984	Customer Substation	9232	Hayes Road ROSEBURY NSW 2018
2/264376	U313739	Customer Substation	9233	Jindalee Place RIVERWOOD NSW 2210
2/374021	U139255	Customer Substation	9234	Canterbury Road BANKSTOWN NSW 2200
Auto Consol 13209-142	8785840	Customer Substation	9235	Miller Street, 181 NORTH SYDNEY NSW 2060
2/715624	5752322	Customer Substation	9236	Stephen Road BOTANY NSW 2019
CP/SP34536	U460059	Customer Substation	9239	Wassell Street MATRAVILLE NSW 2036
1/807634	U108729	Customer Substation	9242	William Street WOOLLOOMOOLOO NSW 2011
1/825838	O504204	Customer Substation	9244	Pitt Street REDFERN NSW 2016
CP/SP45402	U134465	Customer Substation	9245	Hill Street, 11 TEMPE NSW 2044
CP/SP39527	U857168	Customer Substation	9246	Adderley Street AUBURN NSW 2144
1/774555	O445778	Customer Substation	9247	Sussex Street, 120 SYDNEY NSW 2000
CP/SP48413	I966721	Customer Substation	9249	Chard Road, 49 - 51 BROOKVALE NSW 2100
CP/SP44585	I560140	Customer Substation	9251	Bronte Road WAVERLEY NSW 2024

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
44/2013	U478899	Customer Substation	9252	Blake Street KOGARAH NSW 2217
1/835411	U262912	Customer Substation	9253	The Boulevard KIRRAWEE NSW 2232
1/1135829	U815646	Customer Substation	9255	Holker Street SILVERWATER NSW 2128
1/1172012	U249969	Customer Substation	9257	Woids Avenue HURSTVILLE NSW 2220
CP/SP39670	I959800	Customer Substation	9258	Crimea Road MARSFIELD NSW 2122
2/776467	O175509	Customer Substation	9259	Euston Road ALEXANDRIA NSW 2015
Auto Consol 8641-226	U221740	Customer Substation	9264	Cheddar Street, 16 - 20 BLAKEHURST NSW 2221
CP/SP22953	AE299373	Customer Substation	9266	Ramsgate Road, 191 - 201 RAMSGATE NSW 2217
6/595328	O272546	Customer Substation	9267	Ashford Avenue MILPERRA NSW 2214
100/836495	O504205	Customer Substation	9269	Khartoum Road NORTH RYDE NSW 2113
1/270014	U659598	Customer Substation	9271	Jordon Lane LAKEHAVEN NSW 2250
Auto Consol 8651-204	O911005	Customer Substation	9272	Kingsway MIRANDA NSW 2228
Auto Consol 8651-204	O109649	Customer Substation	9273	Kingsway MIRANDA NSW 2228
21/827652	U128125	Customer Substation	9274	The Entrance Road ERINA NSW 2250

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
2/234951	U174579	Customer Substation	9275	Canterbury Road PUNCHBOWL NSW 2196
2/588394	U134356	Customer Substation	9277	Amarina Avenue GREENACRE NSW 2190
CP/SP40589	U175018	Customer Substation	9280	Karimbla Road SUTHERLAND NSW 2232
101/827530	O162238	Customer Substation	9282	Ashcroft Street GEORGES HALL NSW 2198
CP/SP38756	U680781	Customer Substation	9283	Rhodes Street BOTANY NSW 2019
12/859953	U318257	Customer Substation	9284	Mundowi Road MOUNT KURING- GAI NSW 2080
2/1027723	U954374	Customer Substation	9286	Miller Road BASS HILL NSW 2197
4/1188778	U313737	Customer Substation	9287	Pacific Highway WEST GOSFORD NSW 2250
1/573689	U383599	Customer Substation	9289	Adderley Street AUBURN NSW 2144
CP/SP46433	U425062	Customer Substation	9290	Barker Street KINGSFORD NSW 2032
1/270028	U494554	Customer Substation	9291	Ozone Street THE ENTRANCE NSW 2261
7/263464	O85272	Customer Substation	9292	Catamaran Road BERKELEY VALE NSW 2261
11/877594	2720899	Customer Substation	9293	Penprase Lane MIRANDA NSW 2228
105/B/1644	O168949	Customer Substation	9294	Arab Road, 15 PADSTOW NSW 2211

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
18/245530	U351511	Customer Substation	9295	Tathra Street WEST GOSFORD NSW 2250
CP/SP42309	U146610	Customer Substation	9296	Vore Street SILVERWATER NSW 2128
2/714965	U876916	Customer Substation	9298	Captain Cook Drive CARINGBAH NSW 2229
1159/752064	U613782	Customer Substation	9301	Bates Drive KAREELA NSW 2232
12/875656	AB654328	Customer Substation	9302	Alfred Street RHODES NSW 2138
1/115345	O578401	Customer Substation	9304	Cosgrove Road ENFIELD NSW 2136
CP/SP44281	U857167	Customer Substation	9306	Foamcrest Avenue NEWPORT NSW 2106
213/7866	AF819380	Customer Substation	9307	Queen Street, 32 REVESBY NSW 2212
3/800407	O730474	Customer Substation	9308	Railway Crescent BURWOOD NSW 2134
13/244775	5192393	Customer Substation	9309	Epic Place CHESTER HILL NSW 2162
1/738183	2487831	Customer Substation	9310	George Street EAST GOSFORD NSW 2250
1/223967	2151564	Customer Substation	9311	Vanessa Street KINGSGROVE NSW 2208
100/811288	2252738	Customer Substation	9312	Chisholm Road, 14 - 22 SEFTON NSW 2162
Auto Consol 8638-228	O182237	Customer Substation	9313	Caldarra Avenue ENGADINE NSW 2233

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
2411/752038	O96418	Customer Substation	9315	Allambie Road ALLAMBIE HEIGHTS NSW 2100
101/1166927	AG400785	Customer Substation	9318	Old Princes Highway, 1091 ENGADINE NSW 2233
1/803688	BK 2858 No 391	Customer Substation	9663	Weeroona Road, 38 - 50 & Barker Street STRATHFIELD NSW 2135
12/270778	W912227	Customer Substation	9870	Burroway Road, 3 HOMEBUSH BAY NSW 2127
Auto Consol 5861-129	6046427	Customer Substation	9957	North Parade, 1 - 7 LIDCOMBE NSW 2141
200/1122277	7652996	Customer Substation	9983	Fisher Street, 1 - 3 AUBURN NSW 2144
4/775865	AF507248	Customer Substation	9998	Anzac Street, 56 CHULLORA NSW 2190
1/633266	AD762550	Customer Substation	10037	Raine Road PADSTOW NSW 2211
2/1105716	AD118023	Customer Substation	10129	Anzac Street, 22 GREENACRE NSW 2190
100/1191017	AA361037	Customer Substation	10244	Gardeners Road MASCOT NSW 2020
1/529177	6903475	Customer Substation	10245	Gardeners Road MASCOT NSW 2020
2/1144655	7629529	Customer Substation	10260	King Street (Gardeners Road, Eastlakes) MASCOT NSW 2020
20/1112577	AC651949	Customer Substation	10339	King Georges Road, 104 - 108 WILEY PARK NSW 2195

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP7474	AA989897	Customer Substation	10648	Victoria Avenue, 33 - 41 PENSURST NSW 2222
CP/SP33716	X857974	Customer Substation	10656	Empress Street HURSTVILLE NSW 2220
CP/SP7782	W381972	Customer Substation	10888	Kangaroo Street, 41 MANLY NSW 2095
1/542915	E352608	Customer Substation	11090	Walker Street & Little Spring Street NORTH SYDNEY NSW 2060
1/522797	I257428	Customer Substation	11176	Anzac Parade KENSINGTON NSW 2033
1/447649	X89198	Customer Substation	11262	Eden Street ARNCLIFFE NSW 2205
CP/SP7448	9701629	Customer Substation	11286	King Edward Street, 9 - 15 ROCKDALE NSW 2216
J/103282	T604143	Customer Substation	11298	Market Street ROCKDALE NSW 2216
A/327820	T218029	Customer Substation	11308	Pitt Street ROCKDALE NSW 2216
CP/SP6434	Y581294	Customer Substation	11335	Waldron Lane SANS SOUCI NSW 2219
1/214350	AA412678	Customer Substation	11362	Coulter Street GLADESVILLE NSW 2111
Auto Consol 8657-46	T829586	Customer Substation	11369	Dayman Place MARSFIELD NSW 2122
4/1064339; 5/1064339	7963495	Customer Substation	11376	Bridge Road BLACKWATTLE BAY NSW 2009
100/1118363	AB166738	Customer Substation	11402	Kent Road, 46 - 50 MASCOT NSW 2020

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP30108	X438720	Customer Substation	11411	Lakeside Road EASTWOOD NSW 2122
1/837179	AC342632	Customer Substation	11439	See Street MEADOWBANK NSW 2114
CP/SP52871	E199427	Customer Substation	11470	West Parade, 61 (West Ryde) EASTWOOD NSW 2122
2/866144	E248334	Customer Substation	11496	Drone Street CHULLORA NSW 2190
41/854916	W152241	Customer Substation	11510	Norfolk Road ENFIELD NSW 2136
191/1157041	AC363119	Customer Substation	11531	Herring Road NORTH RYDE NSW 2113
1/868261	AB471457	Customer Substation	11585	Hotham Road GYMEA NSW 2227
12/786852	AA848665	Customer Substation	11625	President Avenue CARINGBAH NSW 2229
CP/SP58087	Q696075	Customer Substation	11686	Belmore Lane SURRY HILLS NSW 2010
1/78477	Z931573	Customer Substation	11706	Mandible Street ALEXANDRIA NSW 2015
10/1179388	AD133409	Customer Substation	11718	Bourke Road BEACONSFIELD NSW 2015
124/1009048	6044838	Customer Substation	11721	Bourke Street SURRY HILLS NSW 2010
1/202431	6447615	Customer Substation	11730	Macquarie Street, 71 (Circular Quay East) CIRCULAR QUAY NSW 2000

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
10/1170779	U105107	Customer Substation	11823	Danks Street WATERLOO NSW 2017
B/335264	5634824	Customer Substation	11842	Dunning Avenue ROSEBERY NSW 2018
Auto Consol 14880-210	Q648647	Network Substation	11888	George Street, 220 & Dalley Street SYDNEY NSW 2000
Auto Consol 8629-108	AF592398	Customer Substation	11898	Cosgrove Road, 6 - 14 ENFIELD NSW 2136
1/614251	AA58956	Customer Substation	11920	George Street, 199 & Harrington Street (Four Seasons Hotel) SYDNEY NSW 2000
1/1109323	I910372	Customer Substation	11927	Hay Street SYDNEY NSW 2000
1/816869	Y229852	Customer Substation	11932	Castlereagh Street SYDNEY NSW 2000
1/954882	P842611	Customer Substation	12062	Outram Lane CHIPPENDALE NSW 2008
40/41315	W993190	Customer Substation	12089	Phillip Street (Intercontinental) SYDNEY NSW 2000
1/1182754	U324192	Customer Substation	12113	Pitt Street (Stockland Imperial Arcade) SYDNEY NSW 2000
CP/SP81912	W827711	Customer Substation	12202	Wyndham Street, 27 - 41 ALEXANDRIA NSW 2015
CP/SP57725	O878404	Customer Substation	12214	Clarence Street SYDNEY NSW 2000
1/668849	T725072	Customer Substation	12238	Spring Street BONDI JUNCTION NSW 2022

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/703255	5394609	Customer Substation	12266	Edward Street NORTH SYDNEY NSW 2060
113/603028	V663174	Customer Substation	12364	Inman Road & Middleton Road DEE WHY WEST NSW 2099
A/371672	AG651939	Customer Substation	12373	Lagoon Street NARRABEEN NSW 2101
21/881819	V766383	Customer Substation	12472	Warringah Road BEACON HILL NSW 2100
101/748012	X512417	Customer Substation	12770	Oxley Street CROWS NEST NSW 2065
20/270113	Y183409	Customer Substation	12850	Bennelong Road, 9 HOMEBUSH BAY NSW 2127
200/714834	9447999	Customer Substation	12870	Monier Square, 3 VILLAWOOD NSW 2163
436/752056	Z734241	Customer Substation	13036	Sanoni Avenue DOLLS POINT NSW 2219
24/787402	Z635197	Customer Substation	13090	Figtree Drive HOMEBUSH NSW 2140
3/772072	I436520	Customer Substation	13122	Herbert Street ST LEONARDS NSW 2065
100/1042833	E177515	Customer Substation	13127	Underwood Road FLEMINGTON NSW 2140
611/1061469	Z222226	Customer Substation	6569; 6570	Birmingham Avenue VILLAWOOD NSW 2163
2/1011782	E60887	Customer Substation	13152	Regent Street REDFERN NSW 2016
1/813557	E799390	Customer Substation	13160	Kent Street SYDNEY NSW 2000

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/1035345	O223625	Customer Substation	13173	Lord Street BOTANY NSW 2019
1/13/2417	O116271	Customer Substation	13242	Prings Road LISAROW NSW 2250
12/734453	Y760063	Customer Substation	6689; 6690	Milperra Road, 61 REVESBY NSW 2212
1/802749	I506655	Customer Substation	6498; 7124	Australia Avenue LIDCOMBE NSW 2141
CP/SP5294	T371683	Network Substation	14070	Duke Street BRIGHTON-LE-SANDS NSW 2216
202/1022020	AF780623	Customer Substation	7269; 7268	Georges Heights MIDDLE HEAD NSW 2088
CP/SP71951	2701014	Network Substation	14778	Kerr Parade, 6 Cnr Marion Street AUBURN NSW 2144
1/775889	U707984	Customer Substation	14887	Cambridge Street (Harrington Street) THE ROCKS NSW 2000
421/793830	8224341	Customer Substation	14897	Harrington Street SYDNEY NSW 2000
1/810438	I132929	Customer Substation	14931	Arden Street COOGEE NSW 2034
1/786550	I170273	Customer Substation	14937	Mcintyre Street GORDON NSW 2072
1/817702	I980993	Customer Substation	14954	Hampden Road, 44 ARTARMON NSW 2064
3801/848208	U974934	Customer Substation	15131	Allison Crescent MENAI NSW 2234
1/128989A; 1/128989B; Auto Consol 8631-74A; Auto Consol 8631-74B	U901525	Customer Substation	8521; 6702	The Mall BANKSTOWN NSW 2200

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
12/1197140	U365269	Customer Substation	15232	Albert Street SYDNEY NSW 2000
CP/SP68837	U304303	Customer Substation	15345	Cumberland Street THE ROCKS NSW 2000
1/1183821; 2/1183821	E61118	Customer Substation	6519; 8954	Percy Street AUBURN NSW 2144
9/233037	2760350	Customer Substation	15545	Lanceley Place ARTARMON NSW 2064
CP/SP74248	2169251	Customer Substation	15561	Ellis Avenue BEACONSFIELD NSW 2015
7/809881	O818069	Customer Substation	15562	Ellis Avenue BEACONSFIELD NSW 2015
400/1114793	O593166	Customer Substation	15563	Pacific Highway WYONG NSW 2259
11/841346	6625772	Customer Substation	15564	Bradford Street, 8 ALEXANDRIA NSW 2015
121/656678	O379845	Customer Substation	15570	David Street DOYALSON NSW 2262
50/734749	O258350	Customer Substation	15572	Haliard Road MOUNT KURING-GAI NSW 2080
621/1128314	O251457	Customer Substation	15573	Fox Valley Road WAHROONGA NSW 2076
13/807958	O241408	Customer Substation	15574	Epping Road LANE COVE NSW 2066
CP/SP38006	O137577	Customer Substation	15593	Powells Road BROOKVALE NSW 2100
CP/SP43551	O425725	Customer Substation	15594	Spring Street BONDI JUNCTION NSW 2022

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
3/629040	O518152	Customer Substation	15615	Bay Street BOTANY NSW 2019
100/853294; CP/SP62315	O42106	Customer Substation	15617	Dunblane Street CAMPERDOWN NSW 2050
6/818246	O720324	Customer Substation	15620	O'riordan Street ALEXANDRIA NSW 2015
5/255797	O691041	Customer Substation	15623	Karalta Road ERINA NSW 2250
1321/541399	2674832	Customer Substation	15625	Arizona Road CHARMHAVEN NSW 2263
CP/SP45891	3154322	Customer Substation	15629	Olivia Lane SURRY HILLS NSW 2010
CP/SP51673	O650379	Customer Substation	15631	Ada Place PYRMONT NSW 2009
2001/788428	2941111	Customer Substation	15634	George Street THE ROCKS NSW 2000
1/229802	5502946	Customer Substation	15667	Rosebery Avenue SOUTH SYDNEY NSW 2000
100/715231	5397711	Customer Substation	15668	Smidmore Street MARRICKVILLE NSW 2204
CP/SP87570	2083235	Customer Substation	15676	Henry Parry Drive GOSFORD NSW 2250
CP/SP49302	3228409	Customer Substation	15682	Wattle Crescent PYRMONT NSW 2009
100/844480	2433765	Customer Substation	15685	Wisemans Ferry Road MANGROVE MOUNTAIN NSW 2250
1/812885	AB372905	Customer Substation	15687	Hills Street BANKSMEDOW NSW 2019

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP51339	5860920	Customer Substation	15695	Herbert Street, 19 - 23 ST LEONARDS NSW 2065
2/774158	2753915	Customer Substation	15697	Bronte Road WAVERLEY NSW 2024
10/1142773	2726878	Customer Substation	15705	Tambourine Bay Road RIVERVIEW NSW 2066
231/749873	8895376	Customer Substation	15717	Elizabeth Street, 231 SYDNEY NSW 2000
CP/SP39042	2433766	Customer Substation	15719	Sussex Street SYDNEY NSW 2000
2/1035379	3542451	Customer Substation	15752	Orchard Road CHATSWOOD NSW 2067
101/838849	2602482	Customer Substation	15753	High Street (Kent Street, 89 - 133) MILLERS POINT NSW 2000
CP/SP52555	2161458	Customer Substation	15758	Iredale Street NEWTOWN NSW 2042
15/14723	2535188	Customer Substation	15762	Tower Street, 13 REVESBY NSW 2212
2/1171051	2495064	Customer Substation	15763	Woollooware Road South BURRANEER NSW 2230
11/835246	7611291	Customer Substation	15768	Harris Street, 702 - 730 (University Of Technology) ULTIMO NSW 2007
CP/SP65708	6001448	Customer Substation	15771	Glenmore Road PADDINGTON NSW 2021
10/1034465	5106951	Customer Substation	15773	Horsley Road, 319 MILPERRA NSW 2214

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/868761; 3/868761; CP/SP66459	O768423	Customer Substation	8633; 7188	Old Pittwater Road BROOKVALE NSW 2100
2/547069	S529810	Customer Substation	7940; 7941	Gardeners Road MASCOT NSW 2020
1/372294; 2/785069; 11/805783; 201/787471; 202/787471	3161928	Customer Substation	15891	Pollock Avenue (Pacific Highway, 375- 385) WYONG NSW 2259
8/815452	2763544	Customer Substation	15895	Fullerton Street WOOLLAHRA NSW 2025
10/1143909	3740642	Customer Substation	15897	Victoria Avenue CHATSWOOD NSW 2067
1/630217	V177439	Customer Substation	7978; 7919	Jamison Street SYDNEY NSW 2000
1/1141253	2271959	Customer Substation	15898	Park Road, 45 (M L C School) BURWOOD NSW 2134
2/1068869	8180151	Customer Substation	15899	Kingsgrove Road, 194 - 200 KINGSGROVE NSW 2208
23/518721	6013336	Customer Substation	15900	Roseberry Street BALGOWLAH NSW 2093
23/518721	6013361	Customer Substation	15900	Rosebery Street BALGOWLAH NSW 2093
CP/SP53211	2405880	Customer Substation	15901	Eustace Street MANLY NSW 2095
103/1044917	Q378493	Customer Substation	7951; 7952	George Street SYDNEY NSW 2000
CP/SP52108	2253805	Customer Substation	15905	Willock Avenue MIRANDA NSW 2228

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/551509; 24/515070	2090286	Customer Substation	15913	Ricketty Street, 1 - 3 MASCOT NSW 2020
CP/SP48887	2019593	Customer Substation	15914	Spring Street BONDI JUNCTION NSW 2022
11/849150	2103631	Customer Substation	15930	Willesse Crescent KINCUMBER NSW 2251
A/420095	2517651	Customer Substation	15933	Miller Road, 264 VILLAWOOD NSW 2163
431/862103	2524481	Customer Substation	15935	Fariola Street SILVERWATER NSW 2128
D/373329	5043142	Customer Substation	15938	Flora Street, 28 - 30 KIRRAWEE NSW 2232
50/749589	5326138	Customer Substation	15939	Castlereagh Street SYDNEY NSW 2000
26/1159349	2465233	Customer Substation	15940	Jack Grant Drive WARNERVALE NSW 2259
101/835981	2763543	Customer Substation	15942	Forest Road, 616 BEXLEY NSW 2207
A/404585	2678227	Customer Substation	15943	Cambrai Avenue ENGADINE NSW 2233
1/842629	6609198	Customer Substation	15944	Shaftesbury Road, 96 BURWOOD NSW 2134
CP/SP53188	3096424	Customer Substation	15951	Ada Place (Bulwara Road) PYRMONT NSW 2009
2/851017	5060941	Customer Substation	15952	Christina Road, 66 VILLAWOOD NSW 2163
31/1147692	5598915	Customer Substation	15953	Princes Highway KOGARAH NSW 2217

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
110/852835	5023520	Customer Substation	15954	Skinner Avenue RIVERWOOD NSW 2210
101/832293	8657015	Customer Substation	15956	Webb Street RIVERWOOD NSW 2210
50/810615	Z 836994	Customer Substation	15957	Pacific Highway MOUNT WHITE NSW 2250
50/810615	Z836994	Vacant Land	15957	Pacific Highway MOUNT WHITE NSW 2250
4/730196	2498812	Customer Substation	15958	Pile Road SOMERSBY NSW 2250
201/1064473D; 201/1064473A; 201/1064473C	2580939	Customer Substation	15962	Karalta Road ERINA NSW 2250
71/647973	3305744	Customer Substation	15963	Casey Crescent KARIONG NSW 2250
1/502152	2831067	Customer Substation	15965	Old Pittwater Road, 102 BROOKVALE NSW 2100
1/59886	5823670	Customer Substation	15966	Crosslands Road, 26 - 28 GALSTON NSW 2159
1/853618	2503100	Customer Substation	15967	Victoria Avenue, 461 - 471 CHATSWOOD NSW 2067
573/789199	5188809	Customer Substation	15968	Marden Street, 8 ARTARMON NSW 2064
621/1128314	3301465	Customer Substation	16011	Fox Valley Road, 185 WAHROONGA NSW 2076
1/182023	5326125	Customer Substation	16041	Castlereagh Street SYDNEY NSW 2000
1/132344	2510319	Customer Substation	16046	Wylde Street POTTS POINT NSW 2011

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP49496	AA745950	Customer Substation	16051	Alfred Street, 34 - 38 MILSONS POINT NSW 2061
1/620657	2251124	Customer Substation	16052	Epsom Road ROSEBERY NSW 2018
92/773545	8056391	Customer Substation	16285	Manns Road WEST GOSFORD NSW 2250
16/1191950	5823577	Customer Substation	16295	Louisiana Road WARNERVALE NSW 2259
CP/SP51507	2878079	Customer Substation	16305	Ada Place PYRMONT NSW 2009
CP/SP92883	3010365	Customer Substation	16306	Bulwara Road, 349 - 357 Nr Parbury Lane ULTIMO NSW 2007
Auto Consol 3200-167; 1/74155	Z61435	Customer Substation	8823; 7483	Jones Street BLACKWATTLE BAY NSW 2009 & Henderson Street TURRELLA NSW 2205
1/1010532	3998136	Customer Substation	16307	Wyong Road TUMBI UMBI NSW 2261
1/827982	6855124	Customer Substation	16342	Lackey Street & Little Pier Street HAYMARKET NSW 2000
1/814674	6632049	Customer Substation	16343	Macquarie Place SYDNEY NSW 2000
1/814858A; 1/814858B	6256747	Customer Substation	16345	O'connell Street, 1 SYDNEY NSW 2000
10/777545	5740055	Customer Substation	16346	Phillip Street & Bent Street (Chifley Tower & Plaza) SYDNEY NSW 2000

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
101/1009697	5494599	Customer Substation	16348	Sussex Street, 121 - 185 SYDNEY NSW 2000
104/1122122A; 104/1122122B	5076985	Customer Substation	16367	George Street & Goulburn Street SYDNEY NSW 2000
120/882436A; 120/882436B	6683960	Zone Substation	16368	Martin Place & Pitt Street SYDNEY NSW 2000
CP/SP50530	3033791	Customer Substation	16370	Elizabeth Street, 142 - 148 SYDNEY NSW 2000
12/853792	8159742	Customer Substation	16371	Bourke Road MASCOT NSW 2020
CP/SP40574	6933299	Customer Substation	16378	Victoria Street, 438 - 440 DARLINGHURST NSW 2010
102/854472	6589696	Customer Substation	16380	Art Gallery Road SYDNEY NSW 2000
1/1182754	3623496	Customer Substation	16381	Castlereagh Street, 77 - 83a SYDNEY NSW 2000
3/778140	7767906	Customer Substation	16382	Essex Street (176 Cumberland St) Lilyvale Hotel Pty Limited THE ROCKS NSW 2000
1/66920	AB902513	Customer Substation	16389	Abercrombie Street, 333 CHIPPENDALE NSW 2008
11/1082970	AG755134	Customer Substation	16392	Darling Harbour SYDNEY NSW 2000
1/733797	7731194	Customer Substation	16398	Pitt Street, 270 SYDNEY NSW 2000
CP/SP50844	7675720	Customer Substation	16403	Sussex Street, 359 - 363 SYDNEY NSW 2000

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
22/827813	3495142	Customer Substation	16404	Goulburn Street, 86 - 90 SYDNEY NSW 2000
CP/SP52152	3737196	Customer Substation	16410	Bourke Street, 888 ZETLAND NSW 2017
3/SP45626	9133637	Customer Substation	16411	George Street, 600 SYDNEY NSW 2000
CP/SP51487	7473402	Customer Substation	16413	Castlereagh Street, 197 - 199 SYDNEY NSW 2000
100/1087885	AC341216	Customer Substation	16420	King Street, 295 & Eliza Street, 7 - 17 (Newtown Telephone Exchange) NEWTOWN NSW 2042
CP/SP52146	6146870	Customer Substation	16421	Maroubra Road, 116 - 132 (Boyce Road, 79 - 87) MAROUBRA JUNCTION NSW 2035
CP/SP52634	5388563	Customer Substation	16422	Cleveland Street, 92 - 120 CHIPPENDALE NSW 2008
CP/SP54026	5322352	Customer Substation	16429	St Barnabas Street (Broadway, 185) ULTIMO NSW 2007
2/SP54084; CP/SP54084	6601297	Customer Substation	16432	George Street, Campbell Street & Hay St SYDNEY NSW 2000
2/228779	3365010	Customer Substation	16433	Bourke Road, 69 - 71 ALEXANDRIA NSW 2015
2/748414	3045721	Customer Substation	16434	Huntley Street, 32 - 46 ALEXANDRIA NSW 2015
CP/SP50164	5308353	Customer Substation	16435	Mary Ann Street, 24 - 50 (Jones Street, 558) ULTIMO NSW 2007

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP55792	3472116	Customer Substation	16436	Pitt Street, 343 - 359 SYDNEY NSW 2000
CP/SP48544	5332430	Customer Substation	16437	Mitchell Road, 362 ALEXANDRIA NSW 2015
10/854092	6615529	Customer Substation	16438	Coward Street MASCOT NSW 2020
CP/SP48187	7950729	Customer Substation	16439	Myrtle Street, 65 CHIPPENDALE NSW 2008
CP/SP52720	5723325	Customer Substation	16442	Crown Street, 51 WOOLLOOMOOLOO NSW 2011
2/782462	5987625	Customer Substation	16443	Cathedral Street (Hyde Park) SYDNEY NSW 2000
CP/SP52024	6739570	Customer Substation	16445	George Street, 743 - 755 SYDNEY NSW 2000
CP/SP34104	5555978	Customer Substation	16447	Edinburgh Road MARRICKVILLE NSW 2204
100/825635	6772726	Customer Substation	16455	Elizabeth Street, 130 SYDNEY NSW 2000
CP/SP61162	6966760	Customer Substation	16456	Goulburn Street, 133 SYDNEY NSW 2000
1/1196610; 2/1196610	AA748072	Customer Substation	16460	Jones Bay Road PYRMONT NSW 2009
1/585736	6221264	Network Substation	16461	Wyndham Street ALEXANDRIA NSW 2015
CP/SP54337	6232921	Customer Substation	16469	Missenden Road, 23 - 33 CAMPERDOWN NSW 2050
2/1062048	7950917	Customer Substation	16470	Macleay Street, 50 - 58 POTTS POINT NSW 2011

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP80022	AF892778	Customer Substation	16473	Campbell Street, 40 - 54 (Pitt Street, 414 - 418) SYDNEY NSW 2000
52/884307B	8242840	Customer Substation	16475	Macquarie Street, 1 (Sub In Basement Of Northern Tower) SYDNEY NSW 2000
10/857070	9890065	Customer Substation	16480	Pitt Street, 338 - 344 SYDNEY NSW 2000
CP/SP54229	6069237	Customer Substation	16483	Pymont Street (Bunn Street) Pymont NSW 2009
101/853704	8532206	Customer Substation	16485	Saunders Street (Channel 10 Studios) PYRMONT NSW 2009
CP/SP55773	6577562	Customer Substation	16490	Kings Cross Tunnell KINGS CROSS NSW 2011
1/1190923	7646914	Customer Substation	16491	Bon Accord Avenue, 15 BONDI JUNCTION NSW 2022
CP/SP61125	7456146	Customer Substation	16492	Wentworth Avenue, 35 - 45 SYDNEY NSW 2000
CP/SP58068	5317823	Customer Substation	16493	Forbes Street DARLINGHURST NSW 2010
1/510271	8370616	Customer Substation	16500	High Street (University of NSW) KENSINGTON NSW 2033
CP/SP57702	6577537	Customer Substation	16501	Sussex Street, 348 - 354 SYDNEY NSW 2000
1/867774	6128854	Customer Substation	16502	Burrows Road, 84 - 90 ALEXANDRIA NSW 2015

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/868008A; 1/868008B	X202717	Customer Substation	7861; 8653	Castlereagh Street SYDNEY NSW 2000
100/871672	3761961	Customer Substation	16524	Moore Street, Cnr Baker Street BOTANY NSW 2019
CP/SP57520	2630831	Network Substation	16533	Bronte Road BRONTE NSW 2024
1/801983	AC766968	Customer Substation	16547	West Street, 149 NORTH SYDNEY NSW 2060
3/245170	5854841	Customer Substation	16548	Kent Road, 40 (Premises Of Jands) MASCOT NSW 2020
151/613713	AC381694	Customer Substation	16549	Murray Street, 18 - 22 (Premises of Marrickville Newspapers) MARRICKVILLE NSW 2204
100/838008	7018232	Customer Substation	16563	Mona Vale Road ST IVES NSW 2075
1/862022	AB961906	Customer Substation	16564	Lane Cove Road, 299 (Talavera Road) NORTH RYDE NSW 2113
CP/SP49688	3530790	Customer Substation	16566	Francis Street & Talus Street ST LEONARDS NSW 2065
35/842139	5070164	Customer Substation	16568	Rodborough Road, 30 FRENCHS FOREST NSW 2086
98/1048930	AB20628	Customer Substation	16570	Balls Head Road (Hmas Waterhen) WAVERTON NSW 2060
3/8252	6621608	Customer Substation	16574	Cole Lane (19 Marion Street) BANKSTOWN NSW 2200

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP54207	5987629	Customer Substation	16582	Milperra Road, 250 - 252 MILPERRA NSW 2214
4/615185	AD630143	Customer Substation	16588	Gerald Road MENAI NSW 2234
11/809226	AD924464	Customer Substation	16589	Old Illawarra Road (Lucas Heights Community School) BARDEN RIDGE NSW 2234
1138/752064	AB84175	Customer Substation	16590	Pitt Street & Rawson Avenue (Loftus Tafe) LOFTUS NSW 2232
19/200142	AD741881	Customer Substation	16591	Wilson Parade (The Avenue) HEATHCOTE NSW 2233
2/858653	5596136	Customer Substation	16594	Frederick Street (Rear 475 Parramatta Road) ASHFIELD NSW 2131
A/397771	7901979	Customer Substation	16595	Marco Avenue (Childs Street, 28) PANANIA NSW 2213
CP/SP92384	5864725	Customer Substation	16604	Victoria Street, 36 - 38 BURWOOD NSW 2134
101/739066	6905434	Customer Substation	16605	Beamish Street, 124 - 128 CAMPSIE NSW 2194
11/792665	AD40490	Customer Substation	16608	Muir Road CHULLORA NSW 2190
12/834734	5517917	Customer Substation	16613	Hume Highway CHULLORA NSW 2190
2/861523	5923670	Customer Substation	16615	Parramatta Road CLYDE NSW 2142

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
Auto Consol 8322-22	5573582	Customer Substation	16618	Gallipoli Street CONDELL PARK NSW 2200
11/734453	AB879368	Customer Substation	16619	Willfox Street, 19 CONDELL PARK NSW 2200
2/514813	6343991	Customer Substation	16621	Liberty Street, 2 BELMORE NSW 2192
45/5709	6792123	Customer Substation	16622	Croydon Street, 41 CRONULLA NSW 2230
2/1160869	9294874	Customer Substation	16623	Liverpool Road, 164 - 174 ASHFIELD NSW 2131
CP/SP56766	3849254	Customer Substation	16629	Condamine Street, 240 - 252 MANLY VALE NSW 2093
CP/SP53826	9764012	Customer Substation	16631	Smith Street, 28 CHATSWOOD NSW 2067
CP/SP54107	2756921	Customer Substation	16634	College Street, 43 GLADESVILLE NSW 2111
CP/SP65901	7717966	Customer Substation	16635	Narabang Way, 7 BELROSE NSW 2085
12/734453	6502568	Customer Substation	16641	Milperra Road, 61 BANKSTOWN NSW 2200
1/1194957	AC635187	Customer Substation	16644	Canterbury Road, 165 BANKSTOWN NSW 2200
CP/SP47844	6123323	Customer Substation	16647	Sheridan Close, 14 MILPERRA NSW 2214
1/178000	AD630162	Customer Substation	16648	Chapel Road South (Bankstown Girls High School) BANKSTOWN NSW 2200

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP47027	6046411	Customer Substation	16649	Forest Road, 438 - 452 HURSTVILLE NSW 2220
1/717864	5930328	Customer Substation	16650	White Street LILYFIELD NSW 2040
32/714853	7079556	Customer Substation	16651	Cosgrove Road, 62 ENFIELD NSW 2136
1234/872435	6960545	Customer Substation	16654	Carnarvon Street, 37 - 43 SILVERWATER NSW 2128
1/807803	5801525	Customer Substation	16657	Turpentine Street, 24 PEAKHURST NSW 2210
1/270036	7040989	Customer Substation	16659	Madeline Street, 1 - 21 SOUTH STRATHFIELD NSW 2136
1/792297	7213588	Customer Substation	16669	Waterloo Road, 405 GREENACRE NSW 2190
22/787402	5876204	Customer Substation	16670	Figtree Drive, 2 HOMEBUSH NSW 2140
1/806373	7898754	Customer Substation	16673	Richmond Road, 21b FLEMINGTON NSW 2140
CP/SP50774	5779628	Customer Substation	16674	Park Road, 23 - 35a HURSTVILLE NSW 2220
21/800924	5716711	Customer Substation	16683	Koonya Circuit, 29 CARINGBAH NSW 2229
1/270151	8645507	Customer Substation	16684	Allen Street, 69 LEICHHARDT NSW 2040
CP/SP51649	5502963	Customer Substation	16685	Lorraine Street, 53 PEAKHURST NSW 2210

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/1040697; 2/1040697	5173941	Customer Substation	16687	Birnie Avenue LIDCOMBE NSW 2141
100/1042833	AA792682	Customer Substation	16688	Underwood Road, 3 - 5 HOMEBUSH NSW 2140
100/862635	5173964	Customer Substation	16691	Madeline Street, 51 ENFIELD NSW 2136
1/304782	7055578	Customer Substation	16693	Parramatta Road, 189 FLEMINGTON NSW 2140
CP/SP83833	7936341	Customer Substation	16695	Milperra Road, 283 BANKSTOWN NSW 2200
1/786529	3867763	Customer Substation	16696	Rosedale Avenue, 64 GREENACRE NSW 2190
1/1056470	3718481	Customer Substation	16700	Box Road, 1 CARINGBAH NSW 2229
CP/SP53557	5177113	Customer Substation	16702	Leeds Street, 6 RHODES NSW 2138
100/878185	5470265	Customer Substation	16703	Rookwood Road, 137 YAGOONA NSW 2199
101/861265	3717885	Customer Substation	16704	Victoria Road, 237 DRUMMOYNE NSW 2047
1/851017	6369086	Customer Substation	16705	Christina Road, 66 VILLAWOOD NSW 2163
1/863747	5468816	Customer Substation	16707	Arab Road PADSTOW NSW 2211
A/377985	8622533	Customer Substation	16708	Mavis Street, 2a REVESBY NSW 2212
1/1135829	5173954	Customer Substation	16710	Holker Street SILVERWATER NSW 2128

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP64303	U933983	Customer Substation	16711	Spofforth Street CREMORNE NSW 2090
11/556775	5394424	Customer Substation	16714	Rickard Road, 69 BANKSTOWN NSW 2200
2/1160950	5078517	Customer Substation	16721	Queen Street, 1 A AUBURN NSW 2144
2/857739	5270706	Customer Substation	16722	Vanessa Street KINGSGROVE NSW 2208
11/1119080	5629695	Customer Substation	16725	Hill Road, 51 LIDCOMBE NSW 2141
1/715461	3735026	Customer Substation	16726	Kareena Road, 2 - 6 MIRANDA NSW 2228
122/834982	7249952	Customer Substation	16728	Allison Crescent MENAI NSW 2234
3/1130756	6686898	Customer Substation	16729	Canterbury Road, 96 PADSTOW NSW 2211
2/835847	6629366	Customer Substation	16730	Roberts Road, 87 - 91 GREENACRE NSW 2190
CP/SP51893	7067554	Customer Substation	16731	Bay Street, 354 BRIGHTON-LE- SANDS NSW 2216
2/586822	6745694	Customer Substation	16732	Marigold Street, 16 MILPERRA NSW 2214
1/1184509	5785913	Customer Substation	16734	Parramatta Road, 350 - 374 HOMEBUSH WEST NSW 2140
12/1043041	AJ362679	Customer Substation	16766	Waterloo Road, 26 - 32 NORTH RYDE NSW 2113
2/656159	8453259	Customer Substation	16768	Canterbury Road, 24 BANKSTOWN NSW 2200

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/270146	3543330	Customer Substation	16772	George Street, 1 - 21 NORTH STRATHFIELD NSW 2137
2/855141	5197693	Customer Substation	16773	Worth Street, 21 CHULLORA NSW 2190
1/270149	6330092	Customer Substation	16776	Water Street, 8 BIRCHGROVE NSW 2041
CP/SP73205	8904524	Customer Substation	16780	Rodborough Road, 28 FRENCHS FOREST NSW 2086
1/1138683	8072894	Customer Substation	16781	Rodborough Road FRENCHS FOREST NSW 2086
A/181198	2633539	Customer Substation	16842	Alan Avenue SEAFORTH NSW 2092
10/870562	7155330	Customer Substation	16843	Parramatta Road, 265 AUBURN NSW 2144
CP/SP56117	6181113	Customer Substation	16844	Harwood Street, 1 - 5 PYRMONT NSW 2009
CP/SP57164	6452259	Customer Substation	16845	Sussex Street, 289 - 295 SYDNEY NSW 2000
CP/SP54663	3003711	Customer Substation	16846	O'riordan Street, 56 - 58 ALEXANDRIA NSW 2015
3/1104617	3945833	Customer Substation	16847	Barker Street KENSINGTON NSW 2033
1/220638	9117048	Customer Substation	16848	Elizabeth Street, 372a - 394 SURRY HILLS NSW 2010
111/883295	7767814	Customer Substation	16849	Euston Road ALEXANDRIA NSW 2015

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP51644	O780947	Network Substation	16851	Northwood Street, 6 CAMPERDOWN NSW 2050
1/855847	AE454886	Customer Substation	16852	Jersey Street (Pacific Highway, 205) HORNSBY NSW 2077
CP/SP38414	2473183	Customer Substation	16853	Hollywood Avenue BONDI JUNCTION NSW 2022
A/939656	5381783	Customer Substation	16857	Reserve Road, 109 ARTARMON NSW 2064
105/852750	3614521	Customer Substation	16859	Narabang Way BELROSE NSW 2085
Auto Consol 15341-220	5700174	Customer Substation	16860	Glen Street BELROSE NSW 2085
130/6143	5797799	Customer Substation	16861	Austin Avenue, 20 NORTH CURL CURL NSW 2099
25/1115272	7548467	Customer Substation	16862	Pitt Street, 385 - 401 (Premises Of Osw Hotel) SYDNEY NSW 2000
111/866948	6826646	Customer Substation	16863	Campbell Street (Sydney City Mission) SURRY HILLS NSW 2010
2/SP35448	AC957690	Customer Substation	16864	Euston Road, 122 ALEXANDRIA NSW 2015
2/874438	3342969	Customer Substation	16866	Kelly Street, 2 - 8 (International Grammar School) ULTIMO NSW 2007
CP/SP53757	7660158	Customer Substation	16875	Ocean Grove Avenue, 1 CRONULLA NSW 2230

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/87355	3108049	Customer Substation	16877	Mandible Street, 25 - 41 ALEXANDRIA NSW 2015
1/826455; 22/865655	U514778	Customer Substation	7926; 8953	Elizabeth Street SYDNEY NSW 2000
21/857965	AD2527	Customer Substation	16938	Military Road, Lot 121 MATRAVILLE NSW 2036
24/868835	6518730	Customer Substation	16940	Victor Street CHATSWOOD NSW 2067
CP/SP11378	2976431	Customer Substation	7779; 9169	St Marks Road, 67 & Alison Road RANDWICK NSW 2031
288/16327	2228890	Customer Substation	16982	Argyle Street, 1 NEWPORT NSW 2106
2/842188; 10/1014264	5111372	Customer Substation	16983	Braidwood Street ENFIELD NSW 2136
9/1007818	W254170	Customer Substation	8497; 8496	Old Maitland Road MARDI NSW 2259
202/516101	3946041	Customer Substation	16997	Hely Street WYONG NSW 2259
100/597228	AA971954	Customer Substation	7853; 9164	Margaret Lane SYDNEY NSW 2000
8/710369	6114428	Customer Substation	17056	Newington Street, Cnr College Street MARRICKVILLE NSW 2204
CP/SP57328	5823634	Customer Substation	17144	Burrows Road, 24 - 26 ALEXANDRIA NSW 2015
CP/SP58857	7347507	Customer Substation	17146	Macquarie Street, 61 - 69 (quay Grand) SYDNEY NSW 2000
2/881542	5823602	Customer Substation	17148	Burwood Road, 86 BURWOOD NSW 2134

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP33827	8530709	Customer Substation	17155	Hale Road, 2 - 6 MOSMAN NSW 2088
1/774973	Y207343	Customer Substation	8577; 8578	Brown Street CHATSWOOD NSW 2067
2/1196520	6335335	Customer Substation	17156	Coward Street MASCOT NSW 2020
11/1189679	5653724	Customer Substation	17184	Chivers Road SOMERSBY NSW 2250
51/863148	5223323	Customer Substation	17185	Hereford Street BERKELEY VALE NSW 2261
2/862652	5755840	Customer Substation	17187	Wisemans Ferry Road SOMERSBY NSW 2250
201/1064473A; 201/1064473C; 201/1064473D	AA118050	Customer Substation	17188	Penrose Street ERINA NSW 2250
1/859618	5014963	Customer Substation	17189	Alexandra Street HALEKULANI NSW 2262
100/864502	6681073	Zone Substation	17195	Gardeners Road, 520 - 530 MASCOT NSW 2020
2/838682	7228923	Customer Substation	17210	Unwins Bridge Road, 19 SYDENHAM NSW 2044
18/270113	6982609	Customer Substation	17212	Baywater Road, 8 HOMEBUSH BAY NSW 2127
12/827032	AC758654	Customer Substation	17219	Llewellyn Avenue, 27 VILLAWOOD NSW 2163
2/869968	5789083	Customer Substation	17224	Marple Avenue, 82 VILLAWOOD NSW 2163
CP/SP35902	7105262	Customer Substation	17225	Birmingham Avenue, 2 VILLAWOOD NSW 2163

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
34/241684	7596890	Customer Substation	17227	Harley Crescent, 27 CONDELL PARK NSW 2200
100/879674	5298924	Customer Substation	17229	Phillips Street, 31 CABARITA NSW 2137
CP/SP55540	5840315	Customer Substation	17230	Poplar Street & Pelican Street SURRY HILLS NSW 2010
CP/SP58395	5336368	Customer Substation	17234	Macmahon Street, 23 - 27 HURSTVILLE NSW 2220
1/866946	7233035	Customer Substation	17235	Burrows Road ST PETERS NSW 2044
CP/SP55419	9027255	Customer Substation	17236	Nyrang Street, 31 - 33 LIDCOMBE NSW 2141
4/844951	6443276	Customer Substation	17242	Waterloo Road, 9 - 13 NORTH RYDE NSW 2113
6000/1018860	7727518	Zone Substation	17250	Bennelong Road HOMEBUSH BAY NSW 2127
1/633736	170278	Customer Substation	8626; 8627	Elizabeth Street SYDNEY NSW 2000
101/848679	5573573	Customer Substation	17260	Old Princes Highway, 1029 (On Premises Of Engadine RSL) ENGADINE NSW 2233
2/845733	5407679	Customer Substation	17267	Sebastion Drive DURAL NSW 2158
1/173342	7064537	Customer Substation	17269	Norton Street, 99 LEICHHARDT NSW 2040
1/1069163	7894589	Customer Substation	17273	Talavera Road, 47 - 53 (Macquarie Park) NORTH RYDE NSW 2113

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
21/5/12985	2176023	Customer Substation	17280	Cumberland Avenue, 49 COLLAROY NSW 2097
CP/SP58606	AF854469	Customer Substation	17282	Saville Street, Cnr Westbourne Street ST LEONARDS NSW 2065
1/SP58606	AF854471	Customer Substation	17282	Saville Street, Cnr Westbourne Street ST LEONARDS NSW 2065
1/1154356	5384816	Customer Substation	17283	The Entrance Road BATEAU BAY NSW 2261
2/827157	5555916	Customer Substation	17285	George Street, 23 HOMEBUSH NSW 2140
CP/SP56963	6266792	Customer Substation	17287	Oxford Street, 257 - 269 BONDI NSW 2026
1/873898	5677320	Customer Substation	17289	Botany Road, 1801 BANKSMEADOW NSW 2019
104/1122122A; 104/1122122B	7752811	Customer Substation	17290	Goulburn & Pitt Streets SYDNEY NSW 2000
501/533882	6739550	Customer Substation	17300	Belgrave Esplanade, 223 SYLVANIA NSW 2224
473/771920; 474/771920	Z450467	Customer Substation	8674; 8675	Ferrier Drive MENAI NSW 2234 & Monash Road MENAI NSW 2234
2790/46565	AB171545	Customer Substation	17378	Challenger Drive BELROSE NSW 2085
1/740756	8721406	Customer Substation	17379	Bay Street, 82 BOTANY NSW 2019
2/1001894	6484779	Customer Substation	17381	Lord Street, 28 - 40 BOTANY NSW 2019

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/316730	6191093	Customer Substation	17382	Parramatta Road, 297 - 301 NEWINGTON NSW 2127
CP/SP60199	7141859	Customer Substation	17383	Albert Road, 20 - 34 STRATHFIELD NSW 2135
7/244775	5785933	Customer Substation	17384	Epic Place, 7 VILLAWOOD NSW 2163
12/872813	5820463	Customer Substation	17388	Marina Close MOUNT KURING- GAI NSW 2080
CP/SP56204	5533926	Customer Substation	17391	Knocklayde Street, 20 ASHFIELD NSW 2131
CP/SP58766	5541242	Customer Substation	17391	Knocklayde Street, 20 ASHFIELD NSW 2131
1/855141	7596826	Customer Substation	17395	Hume Highway, 18 CHULLORA NSW 2190
1/880715	6862080	Customer Substation	17398	Coogee Bay Road, 183 COOGEE NSW 2034
1012/836977	3840197	Customer Substation	17399	Princes Street RYDE NSW 2112
110/883295	9953922	Customer Substation	17400	Euston Road, 215 - 225 ALEXANDRIA NSW 2015
2/212734	3708425	Network Substation	17408	Seaview Street BALGOWLAH NSW 2093
CP/SP56372	8631854	Customer Substation	17413	Willoughby Road, 252 NAREMBURN NSW 2065
1/1131504	7994293	Customer Substation	17418	Vimiera Road, 217 MARSFIELD NSW 2122
4/1172649A; 4/1172649B	AB573080	Customer Substation	17430	Bay Street GLEBE NSW 2037

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
100/848501	7374397	Customer Substation	17431	Alexandria Parade WAITARA NSW 2077
CP/SP56587	7398412	Customer Substation	17435	Morgan Street, 12 - 20 BOTANY NSW 2019
CP/SP56970	6593126	Customer Substation	17436	Concord Avenue, 3 - 5 CONCORD WEST NSW 2138
10/1179388	AB221100	Customer Substation	17441	O'Riordan Street, 93 ALEXANDRIA NSW 2015
38/817136	5931071	Customer Substation	17442	Bourke Road, 56 - 60 ALEXANDRIA NSW 2015
4/538140	8465211	Customer Substation	17451	Burrows Road, 22 ST PETERS NSW 2044
1/877292	5273911	Customer Substation	17453	Pittwater Road BROOKVALE NSW 2100
CP/SP60040	7242874	Customer Substation	17457	Harvey Street (John St Square) PYRMONT NSW 2009
2/1102451	AE731812	Customer Substation	17458	Kent Street, 490 - 494 SYDNEY NSW 2000
14/132440	8166752	Customer Substation	17461	Punchbowl Road, 921 PUNCHBOWL NSW 2196
389/612313	5872292	Customer Substation	17462	Garema Circuit, 5 KINGSGROVE NSW 2208
CP/SP60306	7100418	Customer Substation	17473	Union Street PYRMONT NSW 2009
10/1179388	8943046	Customer Substation	17474	O'Riordan Street, 91 ALEXANDRIA NSW 2015

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/881405	AA727998	Customer Substation	17481	George Street, 818 - 820 (Railway Square Hotel) SYDNEY NSW 2000
3/809918	AE850497	Customer Substation	17483	Bunnerong Road, Lot 3 MATRAVILLE NSW 2036
1/545404	Q494100	Customer Substation	17507	Munibung Road CARDIFF NSW 2285
103/1006915	6450603	Customer Substation	17510	Rainbow Street & Harbourne Street KINGSFORD NSW 2032
1/575638	6663957	Customer Substation	17511	Cornish Avenue BEACON HILL NSW 2100
6/1044295	3811875	Customer Substation	17512	Main Road TOUKLEY NSW 2263
33/1184229	AI323192	Wind Turbine	17523	Cormorant Road KOORAGANG ISLAND NSW 2304
2/800407	Y424177	Customer Substation	8771; 8770	George Street BURWOOD NSW 2134
CP/SP58714	7918904	Customer Substation	17542	Hely Street GOSFORD NSW 2250
1/1083388	5074499	Customer Substation	17546	Junction Street, 5 AUBURN NSW 2144
5007/1004785	AA129730	Customer Substation	17552	Hill Road HOMEBUSH BAY NSW 2127
42/549634	6487208	Customer Substation	17553	Parraweena Road, 7 - 11 TAREN POINT NSW 2229
51/1038651	AA126316	Customer Substation	17565	Bridge Street, 16 - 32 SYDNEY NSW 2000

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
34/6359	5446390	Customer Substation	17570	Cawarra Road, 12 CARINGBAH NSW 2229
10/735194	3566163	Network Substation	17571	Shakespeare Street, 17 CAMPSIE NSW 2194
2/634604	5555968	Customer Substation	17606	Miller Road, 152 CHESTER HILL NSW 2162
14/501772	5060915	Customer Substation	17607	Schofield Street, 1 RIVERWOOD NSW 2210
101/1006908	7950817	Customer Substation	17616	New South Head Road, 110 RUSHCUTTERS BAY NSW 2011
301/1021761	9054731	Customer Substation	17617	Little Pier Street HAYMARKET NSW 2000
2/1097847	7928113	Customer Substation	17621	Mary Street, 23 - 33 SURRY HILLS NSW 2010
101/879064	5078455	Network Substation	17624	Paragon Lane BELMORE NSW 2192
4/774288	6214043	Customer Substation	17638	Cromer Road CROMER NSW 2099
1122/878812	7462465	Customer Substation	17655	Norton Street, 51a - 57 LEICHHARDT NSW 2040
1/791754	7062875	Customer Substation	17657	Birmingham Avenue, 3 - 5 VILLAWOOD NSW 2163
102/853704	8532207	Customer Substation	17658	Bank Street & Saunders Street (City West Office Park Stage 2) PYRMONT NSW 2009
Auto Consol 10962-218	7310218	Customer Substation	17659	Victoria Street, 63 ASHFIELD NSW 2131

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
11/869042	5823618	Customer Substation	17660	Albert Road, 179 STRATHFIELD NSW 2135
2/562069	6689976	Customer Substation	17668	Napier Street, 8 - 20 NORTH SYDNEY NSW 2060
CP/SP58060	5278885	Customer Substation	17675	The Boulevarde, 398 - 408 KIRRAWEE NSW 2232
CP/SP69581	AB464371	Customer Substation	17682	Herbert Street, 2 ST LEONARDS NSW 2065
10/1043041	7277819	Customer Substation	17684	Waterloo Road, 27 - 31 NORTH RYDE NSW 2113
7/SP42059	6307390	Customer Substation	17685	The Entrance Road, 207 Nr Bonnal Road ERINA NSW 2250
100/869711	5775861	Customer Substation	17686	Pemell Street WYOMING NSW 2250
9/803648	5587142	Customer Substation	17687	Warringah Close SOMERSBY NSW 2250
CP/SP63094	6841509	Customer Substation	17691	Kent Street, 365 - 375 SYDNEY NSW 2000
CP/SP61131	8054644	Customer Substation	17694	Miller Street, 102 PYRMONT NSW 2009
CP/SP60516	5623812	Customer Substation	17695	William Street, 44 BOTANY NSW 2019
CP/SP61139	AH205016	Customer Substation	17698	Central Avenue, 9 - 15 MANLY NSW 2095
CP/SP58146	5338649	Customer Substation	17699	Ross Street WOLLSTONECRAFT NSW 2065
CP/SP60590	5767511	Customer Substation	17700	Ross Street WOLLSTONECRAFT NSW 2065

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/879701	AC566841	Customer Substation	17701	Anderson Street (Westfield Shoppingtown - Myer) CHATSWOOD NSW 2067
3/285226	5785918	Customer Substation	17702	Catamaran Road FOUNTAINDALE NSW 2258
1/108276	9055898	Customer Substation	17705	Pitt Street, 66 (Wales House) SYDNEY NSW 2000
202/1001451	3983195	Customer Substation	17707	Daphne Street BOTANY NSW 2019
234/1017952	7080067	Customer Substation	17708	Weeroona Road, 2 - 36 ROOKWOOD NSW 2141
1/746891	AG60301	Customer Substation	17710	Gordon Street, Cnr Lilyfield Road ROZELLE NSW 2039
Auto Consol 12216-208	7384664	Customer Substation	17711	Ross Street, 1 GLEBE NSW 2037
3/809918	AF318140	Customer Substation	17715	Military Road, Lot 3 MATRAVILLE NSW 2036
CP/SP49583	6632234	Customer Substation	17716	Bourke Street, 904 WATERLOO NSW 2017
10/1008842	AC403882	Customer Substation	17720	Wentworth Avenue, 27 SYDNEY NSW 2000
1/668452	AC151598	Customer Substation	17745	Euston Road, 154 ALEXANDRIA NSW 2015
CP/SP57623	9634407	Customer Substation	17754	Lincoln Crescent (Wharf 11) WOOLLOOMOOLOO NSW 2011
242/735161	6354755	Customer Substation	17755	Raymond Avenue, 24 MATRAVILLE NSW 2036

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP60875	9035535	Customer Substation	17759	Eldridge Road, 68 CONDELL PARK NSW 2200
102/793978	6214308	Customer Substation	17763	Mary Street, 60 ST PETERS NSW 2044
1/220769	8008032	Customer Substation	17774	Warringah Road, 357 (Rodborough Road, 8) FRENCHS FOREST NSW 2086
121/1009115	8396312	Customer Substation	17778	Kincumber Street KINCUMBER NSW 2251
B/384571	5183787	Customer Substation	17784	Gilderthorpe Avenue RANDWICK NSW 2031
30/1125305	6235661	Customer Substation	17789	Raw Square, 2 STRATHFIELD NSW 2135
CP/SP61424	AA178945	Customer Substation	17793	Wallis Street, 118 WOOLLAHRA NSW 2025
10/1005181	7142320	Customer Substation	17794	Castlereagh Street, 60 SYDNEY NSW 2000
1/1009083	5328276	Customer Substation	17813	Kent Road, 10 MASCOT NSW 2020
201/1147226	6681048	Zone Substation	17831	Parker Street (On Prem - St Joseph's Church/ School) ROCKDALE NSW 2216
Auto Consol 15521-224; 213/813624	7211609	Customer Substation	9067; 9068	The Crescent MOSMAN NSW 2088
12/1176776	1268846	Customer Substation	9123; 9124	Sanitarium Road BERKELEY VALE NSW 2261
6/238504	Z56030	Customer Substation	18537	Statham Street BENNETTS GREEN NSW 2290

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
2/578356	Q29895	Customer Substation	18538	Denny Street BROADMEADOW NSW 2292
2/813672	Q494098	Network Substation	18540	School Drive, Off Tomago Road TOMAGO NSW 2322
541/1053261	R917550	Customer Substation	18542	Ayshire Crescent SANDGATE NSW 2304
321/840817	S70612	Customer Substation	18543	Rural Drive SANDGATE NSW 2304
A/370812	R176861	Customer Substation	18546	Ridley Street CHARLESTOWN NSW 2290
CP/SP66222	Q459779	Customer Substation	18551	Hamilton Street, 20 - 22 & Hudson Street HAMILTON NSW 2303
101/232901	P684362	Customer Substation	18554	Maitland Road & Dora Street MAYFIELD NSW 2304
300/558335	V803997	Network Substation	18556	Merewether Street NEWCASTLE NSW 2300
1/23/758871	P615725	Customer Substation	18560	Jacaranda Avenue (Raymond Terrace Bowling Club) RAYMOND TERRACE NSW 2324
84/9673	Q199012	Customer Substation	18563	The Boulevarde (Toronto R S L) TORONTO NSW 2283
8/18346	Q421382	Customer Substation	18566	New England Highway (Tarro Telephone Exchange) TARRO NSW 2322

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
Auto Consol 5781-12	Q238238	Customer Substation	18568	Ex-servicemens Club Mayfield MAYFIELD NSW 2304
3/346352	P753123	Customer Substation	18569	Annie Street WICKHAM NSW 2293
1/801618	S227162	Customer Substation	18570	Bishopgate Street WICKHAM NSW 2293
4/318716	Q116360	Customer Substation	18591	Macquarie Street BELMONT NSW 2280
Auto Consol 7460-132	P703704	Customer Substation	18593	King Street NEWCASTLE NSW 2300
100/714041	T343667	Customer Substation	18594	Wharf Road (Arglye Street Parking Station) NEWCASTLE NSW 2300
CP/SP62788	Q268761	Customer Substation	18595	Stockton Road NELSON BAY NSW 2315
1021/1055066	5273027	Customer Substation	18597	Brunker Road (Army Training Depot) ADAMSTOWN NSW 2289
1/1135829	Z584896	Customer Substation	9919; 8892	Holker Street SILVERWATER NSW 2128 & Shaft Street SILVERWATER NSW 2128
1/713848	2048860	Customer Substation	6932; 15546	Galston Road GALSTON NSW 2159
100/1020194A; 100/1020194B	U502115	Customer Substation	6793; 16008	Pennant Hills Road CARLINGFORD NSW 2118
2/225060A; 2/225060B	9390491	Customer Substation	7804; 7805; 7806	Bond Street SYDNEY NSW 2000

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/1146779	8457392	Customer Substation	16632; 6921	College Crescent HORNSBY NSW 2077
1/598704	W18153	Customer Substation	8005; 8006; 8007	King Street SYDNEY NSW 2000
2/630217	O380150	Customer Substation	13040; 13041	Jamison Street & George Street WYNYARD NSW 2000
8/1205944	8585798	Customer Substation	8910; 17241	Central Avenue, 21 - 29 THORNLEIGH NSW 2120
1000/1159799	2824279	Customer Substation	12033; 16415	Missenden Road CAMPERDOWN NSW 2050
471/752015	AE582183	Customer Substation	30162	Baker Street, 13 - 19 BOTANY NSW 2019
14/1005187	7170271	Customer Substation	30172	Balmain Road, 20 LEICHHARDT NSW 2040
CP/SP60918	8923174	Customer Substation	30172	Balmain Road, 20 LEICHHARDT NSW 2040
CP/SP60834	7242934	Customer Substation	30181	Sydenham Road, 87 SYDENHAM NSW 2044
CP/SP67559	7795859	Customer Substation	30182	Macquarie Street, 33 - 59 (In Basement Of Southern Tower) SYDNEY NSW 2000
10/875336	7976159	Customer Substation	30198	Hunter Street, 20 SYDNEY NSW 2000
3/1097847	8875326	Customer Substation	30212	Reservoir Street, 33 SURRY HILLS NSW 2010
2/1046092	6284852	Customer Substation	30222	Khartoum Road, Nr Waterloo Road, RYDE NSW 2112

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/876763	AC960709	Customer Substation	30238	Pirrama Road (Wharf 7) PYRMONT NSW 2009
20/832134	7462905	Customer Substation	30324	Green Street, 1 - 7 BOTANY NSW 2019
110/1019787B; 110/1019787A	7221176	Customer Substation	30326	Roseby Street DRUMMOYNE NSW 2047
3/511264	8463987	Customer Substation	30341	Norman Street, 20 PEAKHURST NSW 2210
1/440625	7546935	Customer Substation	30360	Chandler Street ROCKDALE NSW 2216
3/1046092	6745832	Customer Substation	30368	Waterloo Road, 93 - 99 RYDE NSW 2112
7/876736	7228823	Customer Substation	30369	Julius Avenue NORTH RYDE NSW 2113
541/1011498	6632190	Customer Substation	30388	Woodville Road, 161 - 187 VILLAWOOD NSW 2163
101/1027247	7044416	Customer Substation	30389	Croydon Street, 39 - 41 LAKEMBA NSW 2195
C/383872	8083352	Customer Substation	30404	Rodborough Road, 13 FRENCHS FOREST NSW 2086
211/1012228	7209494	Customer Substation	30409	Bobbin Head Road TURRAMURRA NSW 2074
6/SP45388	7885084	Customer Substation	30425	Gardeners Road, 652 (Unit 6) ALEXANDRIA NSW 2015
2/1048307	5530855	Customer Substation	30429	Wheat Road DARLING HARBOUR NSW 2000

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/186759	6739528	Customer Substation	30439	Banks Avenue, 31 DACEYVILLE NSW 2032
10/SP60049; 11/SP60049	W684686	Customer Substation	30452	Hunter Street, Cnr Bolton Street NEWCASTLE NSW 2300
4/775440	7146041	Customer Substation	30461	Victoria Road, 105 - 107 MARRICKVILLE NSW 2204
CP/SP64038	AA178957	Customer Substation	30462	Poplar Street, 6 - 18 SURRY HILLS NSW 2010
CP/SP62661	6807531	Customer Substation	30463	Harris Street (Mt Street Walk) PYRMONT NSW 2009
CP/SP62660	6807530	Customer Substation	30464	Waterfront Road PYRMONT NSW 2009
CP/SP65111	AA325493	Customer Substation	30467	George Street, 569 - 581 SYDNEY NSW 2000
1/854779	8444539	Customer Substation	30468	Alma Road & Talavera Road NORTH RYDE NSW 2113
CP/SP61322	7529839	Customer Substation	30470	Lillian Fowler Place, 10 - 14 MARRICKVILLE NSW 2204
101/1011617	AB118581	Customer Substation	30489	Phillip Street, 88 SYDNEY NSW 2000
CP/SP60227	5782594	Customer Substation	30496	O'riordan Street, 36 ALEXANDRIA NSW 2015
15/1190956	7117953	Customer Substation	30502	Anzac Road TUGGERAH NSW 2259
3/869674	AA333323	Customer Substation	30512	Bunn Street, 32 PYRMONT NSW 2009

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
612/628020	6862106	Customer Substation	30520	Apprentice Drive BERKELEY VALE NSW 2261
6/837052	8504339	Customer Substation	30522	Derby Street, Lot 6 SILVERWATER NSW 2128
5/1046090	7051590	Customer Substation	30525	Waterloo Road, 12 NORTH RYDE NSW 2113
100/805244	7795894	Customer Substation	30530	Military Road, Lot 100 MATRAVILLE NSW 2036
1/595405	7529829	Customer Substation	30536	Ridge Street, 77 GORDON NSW 2072
CP/SP60375	7662937	Customer Substation	30540	Whitton Road CHATSWOOD NSW 2067
CP/SP58848	5574611	Customer Substation	30543	King Street WOLLSTONECRAFT NSW 2065
1/1161798	6750472	Customer Substation	30546	Parraweena Road, 106 - 128 MIRANDA NSW 2228
26/654262	6684029	Customer Substation	30554	Foley Street MONA VALE NSW 2103
21/881819	6455316	Customer Substation	30571	Rodborough Road FRENCHS FOREST NSW 2086
8/57765	7569060	Customer Substation	30585	Deer Park (Premises Of Anglican Youth Camp) PORT HACKING NSW 2229
1/740385	7218159	Customer Substation	30588	Boorea Street, 42 LIDCOMBE NSW 2141
11/1174174	7533231	Customer Substation	30589	Pacific Highway, 28 WEST GOSFORD NSW 2250
1/787991	6799757	Customer Substation	30590	Dignity Crescent WEST GOSFORD NSW 2250

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
17/7131	6481228	Customer Substation	30602	Avon Road PYMBLE NSW 2073
11/876736	8752040	Customer Substation	30620	Julius Avenue NORTH RYDE NSW 2113
CP/SP64256	8899317	Customer Substation	30630	Marrickville Road, 198 - 204 MARRICKVILLE NSW 2204
CP/SP60339	5837388	Customer Substation	30640	Mary Wollstonecraft Lane & Paul Street MILSONS POINT NSW 2061
12/1059147	AB60758	Customer Substation	30702	Collins Street BOTANY NSW 2019
CP/SP61643	6520082	Customer Substation	30706	Kent Street, 167 - 187 SYDNEY NSW 2000
1/880254	5465625	Customer Substation	30711	Sunny Bank Road LISAROW NSW 2250
21/877354	8578963	Customer Substation	30723	Richmond Road, B1 FLEMINGTON NSW 2140
1/522127	6448013	Customer Substation	30731	Sirius Road LANE COVE NSW 2066
CP/SP63664	7032118	Customer Substation	30742	Erskineville Road, 3 - 13 NEWTOWN NSW 2042
1/589608	9385328	Customer Substation	30753	Parker Lane, Cnr Barlow Street HAYMARKET NSW 2000
12/835966	8722817	Customer Substation	30756	Buffalo Road NORTH RYDE NSW 2113
CP/SP62325	7608193	Customer Substation	30773	Victoria Avenue, 460 - 470 CHATSWOOD NSW 2067

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/1033952	AC347620	Customer Substation	30787	Stratford Avenue CHARMHAVEN NSW 2263
Auto Consol 8663-90	7259885	Customer Substation	30797	Hansens Road TUMBI UMBI NSW 2261
11/1047924	9732074	Customer Substation	30799	Birnie Avenue LIDCOMBE NSW 2141
2/852153	9246766	Customer Substation	30803	Delhi Road NORTH RYDE NSW 2113
10/1142773	8688200	Customer Substation	30805	Riverview Street RIVERVIEW NSW 2066
CP/SP83285	AB695506	Customer Substation	30811	Mars Road, 27 LANE COVE NSW 2066
CP/SP63903	9393452	Customer Substation	30813	Miller Street, 104 PYRMONT NSW 2009
52/866480	7992889	Customer Substation	30876	Shepherd Street, 61 - 65 MARRICKVILLE NSW 2204
1/1001894	9333211	Customer Substation	30877	Lord Street, 28 - 40 BOTANY NSW 2019
101/1058430	7749626	Customer Substation	30878	Carysfield Road GEORGES HALL NSW 2198
12/1003847	6397678	Customer Substation	30882	Lawford Street GREENACRE NSW 2190
6/598121	7789560	Customer Substation	30888	Pittwater Road, 130 BORONIA PARK NSW 2111
12/859953	8622448	Customer Substation	30894	Mundowie Road, 4 (Beaumont Road) MOUNT KURING- GAI NSW 2080
361/27791	6739540	Customer Substation	30901	Wyong Road KILLARNEY VALE NSW 2261

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/270238	AA521420	Customer Substation	30902	Botany Road, 252 & Mandible Street (Old S T C Site) ALEXANDRIA NSW 2015
100/805244	7795893	Customer Substation	30903	Military Road, 4 (Lot 100) MATRAVILLE NSW 2036
13/1062447	AB822162	Customer Substation	30904	Lee Street (Henry Deane Park Development) SYDNEY NSW 2000
1/1000368	7920220	Customer Substation	30942	782 - 822 Bourke Street, (Nr Lachlan Street) WATERLOO NSW 2017
CP/SP61667	7792258	Customer Substation	30944	Harbour Street, 28 (Harbour Garden Tower) SYDNEY NSW 2000
2/717692	AE42897	Customer Substation	30948	Lord Street, 11 BOTANY NSW 2019
2/1010077	7345074	Customer Substation	30949	Chalmers Street, 168 - 180 SURRY HILLS NSW 2010
1222/1122099	S879707	Customer Substation	30953	Lambton Road, 165 BROADMEADOW NSW 2292
100/1202582	5734928	Customer Substation	30955	Waratah Street PUNCHBOWL NSW 2196
1/852153	9246765	Customer Substation	30956	Julius Avenue NORTH RYDE NSW 2113
4/803648	6646196	Customer Substation	30967	Warringah Close SOMERSBY NSW 2250
CP/SP63767	7044720	Customer Substation	30969	Wentworth Street, 11 - 27 MANLY NSW 2095

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/80877	T490714	Customer Substation	30971	Mary Street WICKHAM NSW 2293
1/1014953	AA816608	Customer Substation	30977	Pacific Highway, 80 NORTH SYDNEY NSW 2060
C/358076	7456203	Customer Substation	30989	Princes Highway, 93 - 103 ARNCLIFFE NSW 2205
1/880644	6892317	Customer Substation	31008	Pacific Highway WYONG NORTH NSW 2259
7/803648	7459626	Customer Substation	31009	Warringah Close SOMERSBY NSW 2250
10/876736	8346266	Customer Substation	31012	Julius Avenue NORTH RYDE NSW 2113
CP/SP63309	7319997	Customer Substation	31013	Darley Street MONA VALE NSW 2103
191/1157041	AC690714	Customer Substation	31014	Talavera Road, 73 - 79 (Goodman Fielder building at Macquarie University) NORTH RYDE NSW 2113
492/856777	8732759	Customer Substation	31024	Biloela Street, 40 (Unit 2) VILLAWOOD NSW 2163
50/1201206	9342680	Customer Substation	31051	Carter Street, 16 - 18 HOMEBUSH BAY NSW 2127
57/773763	7504192	Customer Substation	31054	Figtree Drive, 1 HOMEBUSH NSW 2140
100/785183	7690779	Customer Substation	31056	Karalta Lane ERINA NSW 2250
1/882219	7669409	Customer Substation	31057	Canal Road, Lots 2 & 4 ST PETERS NSW 2044

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
30/877478B	9569259	Customer Substation	31069	Lee Street, 2 SYDNEY NSW 2000
100/1017870	8346314	Customer Substation	31070	Clarence Street, 35 - 43 (Nr Jamison Street) SYDNEY NSW 2000
CP/SP63341	9182334	Customer Substation	31111	The Entrance Road, 89 - 93 THE ENTRANCE NSW 2261
1/13719; 2/13719	AE236727	Customer Substation	31123	Rocky Point Road, 91 - 111 KOGARAH NSW 2217
102/816495	AA476630	Customer Substation	31149	Nicholson Street, 37 BALMAIN NSW 2041
CP/SP62559	6759033	Customer Substation	31151	Belmore Street, 28a - 32 BURWOOD NSW 2134
92/1595	7245581	Customer Substation	31182	Park Road, 82 - 98 HURSTVILLE NSW 2220
1/880794	8128308	Customer Substation	31206	Princess Street, 36 - 44 BRIGHTON-LE- SANDS NSW 2216
2/575461	8932529	Customer Substation	31214	Giffnock Avenue, 16 NORTH RYDE NSW 2113
CP/SP67665	8394110	Customer Substation	31234	Herbert Street (Point Street, 43 - 81) PYRMONT NSW 2009
CP/SP61527	AA501483	Customer Substation	31236	Bowden Street, 23 - 31 ALEXANDRIA NSW 2015
CP/SP61485	6380090	Customer Substation	31238	Avoca Drive KINCUMBER NSW 2251
CP/SP70530	8407407	Customer Substation	31239	Maroomba Road TERRIGAL NSW 2260

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP35749	7345084	Customer Substation	31240	Canal Road & Princes Highway ST PETERS NSW 2044
CP/SP62775	6837506	Customer Substation	31260	Rodborough Road FRENCHS FOREST NSW 2086
Auto Consol 14505-81; Auto Consol 9760-194; 27/1066680	7347807	Customer Substation	31285	St Peters Lane DARLINGHURST NSW 2010
1/880284	7277799	Customer Substation	31286	Lyon Park Road EPPING NSW 2121
100/811210	7997515	Customer Substation	31287	Magdala Road NORTH RYDE NSW 2113
CP/SP64807	AC695283	Customer Substation	31374	Jones Street, 55 - 57 PYRMONT NSW 2009
10/612755	8138701	Customer Substation	31389	Waterloo Road, 80 GREENACRE NSW 2190
12/1005772	8293109	Customer Substation	31395	Vanessa Street, 105 KINGSGROVE NSW 2208
1/1001791	9118589	Customer Substation	31407	Majors Bay Road, 48 - 62 CONCORD NSW 2137
12/233037	8194368	Customer Substation	31459	Lanceley Place ARTARMON NSW 2064
15/806343	7511560	Customer Substation	31509	Violet Street, 82 REVESBY NSW 2212
134/7866	7456155	Customer Substation	31513	Fitzpatrick Street, 39 - 41 REVESBY NSW 2212
86/852750	8739334	Customer Substation	31514	Narabang Way, 22 BELROSE NSW 2085
1/570956	7931835	Customer Substation	31525	Dunblane Street CAMPERDOWN NSW 2050

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/631617	7975722	Customer Substation	31527	Bumborah Point Road, 1 BOTANY NSW 2019
1/1028185	7085802	Customer Substation	31530	Ricketty Street, 5 - 9 MASCOT NSW 2020
24/739261	9261255	Customer Substation	31539	Fairford Road, 108 - 118 PADSTOW NSW 2211
CP/SP61164	7918871	Customer Substation	31548	Birriga Road, 11 - 13 BELLEVUE HILL NSW 2023
21/557970	9684418	Customer Substation	31561	Wilga Street BURWOOD NSW 2134
CP/SP65717	7067545	Customer Substation	31567	Bridge Street, 43a PENSHURST NSW 2222
CP/SP64462	AC165186	Customer Substation	31595	Renwick Street, 1 DRUMMOYNE NSW 2047
CP/SP64272	6985926	Customer Substation	31600	Pacific Highway, 121 - 133 HORNSBY NSW 2077
2/1014894	AB870205	Customer Substation	31609	Lane Cove Road, 422 NORTH RYDE NSW 2113
CP/SP68694	8610165	Customer Substation	31611	Newland Street BONDJ JUNCTION NSW 2022
1/1045171	8532073	Customer Substation	31612	Dunning Avenue, 61 - 71 ROSEBERY NSW 2018
1/550477	7885046	Customer Substation	31615	Chard Road, 19 - 21 BROOKVALE NSW 2100
202/1039922	8412840	Customer Substation	31619	Parramatta Road, 100 AUBURN NSW 2144
202/1039922	8412808	Customer Substation	31620	Parramatta Road, 100 AUBURN NSW 2144

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/270099	8206283	Customer Substation	31637	Jubilee Avenue, 7 WARRIEWOOD NSW 2102
2/181698	AB670858	Customer Substation	31640	Glebe Point Road, 431 GLEBE NSW 2037
3/1101874	9327522	Customer Substation	31641	Miller Street, 196 - 204 NORTH SYDNEY NSW 2060
132/1976	8649581	Customer Substation	31647	Terrigal Drive ERINA NSW 2250
CP/SP84416	7850694	Customer Substation	31648	Taylors Road LISAROW NSW 2250
1/1106014	7111589	Customer Substation	31649	Tatura Avenue & Glennie Street NORTH GOSFORD NSW 2250
CP/SP65086	8364890	Customer Substation	31662	Braidwood Street, 6 - 20 ENFIELD NSW 2136
104/866815	7715199	Customer Substation	31663	Reliance Drive TUGGERAH NSW 2259
CP/SP63503	8325008	Customer Substation	31667	Grosvenor Street, 27 - 35 (Young Street, 19) NEUTRAL BAY NSW 2089
12/1059147	AA976895	Customer Substation	31717	Green Street, 1 - 7 BOTANY NSW 2019
1/1007565B	8133470	Customer Substation	31724	Cowper Wharf WOOLLOOMOOLOO NSW 2011
1/664697	7233055	Customer Substation	31726	Bowden Street, 8 - 22 ALEXANDRIA NSW 2015
CP/SP65530	AA254288	Customer Substation	31729	Palmer Street DARLINGHURST NSW 2010

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP64626	7423399	Customer Substation	31731	Horsley Road, 244 - 254 MILPERRA NSW 2214
2/1063293	AG941363	Customer Substation	31770	Coward Street, 283 MASCOT NSW 2020
2/1063293	AA796039	Customer Substation	31772	Coward Street, 283 MASCOT NSW 2020
10/1004914	AF835027	Customer Substation	31814	Bourke Street, 782 - 822 (Lachlan & South Dowlings Streets) WATERLOO NSW 2017
CP/SP69204	8553575	Customer Substation	31821	Renny Lane PADDINGTON NSW 2021
2007/1127875	8758726	Customer Substation	31835	John Street, 24 LIDCOMBE NSW 2141
61/24151	8648965	Customer Substation	31857	Lakeside Parade THE ENTRANCE NSW 2261
CP/SP63717	7076013	Customer Substation	31860	Old Pittwater Road BROOKVALE NSW 2100
CP/SP66300	7467814	Customer Substation	31890	Delmar Parade, 1 - 3 DEE WHY NSW 2099
811/1012563	7704676	Customer Substation	31891	Parkview Drive, 8 HOMEBUSH NSW 2140
13/270215	8522798	Customer Substation	31900	Harris Street, 19 PYRMONT NSW 2009
11/1062204	AC243715	Customer Substation	31969	Anzac Parade, Cnr Day Street KENSINGTON NSW 2033
CP/SP67246	AB725721	Customer Substation	31972	Sussex Street, 296 - 304 (Also Known As Kent Street, 515) SYDNEY NSW 2000

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
3/1028853	9310922	Customer Substation	31994	Endeavour Street (Anderson Street, 18 - 26) CHATSWOOD NSW 2067
35/842139	8964148	Customer Substation	32001	Rodborough Road, 22 FRENCHS FOREST NSW 2086
1/1087746; CP/SP76902	8122383	Customer Substation	32005	Dalgety Road & Hickson Road WALSH BAY NSW 2000
2/1194897	9635092	Customer Substation	32067	Pile Road SOMERSBY NSW 2250
1/1039806; 2/1039806	3896011	Customer Substation	16042; 16043	O'Riordan Street, 241 & Robey Street MASCOT NSW 2020
1/778342	AA977313	Customer Substation	32104	Kent Street, 383 - 385 SYDNEY NSW 2000
20/560416	8359068	Customer Substation	32293	Stanley Street, 14 PEAKHURST NSW 2210
6/803648	7795915	Customer Substation	32299	Warringah Close SOMERSBY NSW 2250
Vol 8661 Fol 220A; Vol 8661 Fol 220B	AB27151	Customer Substation	32300	Muriel Street (Westfield Shoppingtown) HORNSBY NSW 2077
CP/SP69758	9072985	Customer Substation	32303	Belgrave Street, 5 - 19 KOGARAH NSW 2217
3/876763	8489524	Customer Substation	32327	Pirrama Road (Wharf 10) PYRMONT NSW 2009
7/2/6039	9854856	Customer Substation	32341	William Street GOSFORD NSW 2250

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/620857	7450783	Customer Substation	32342	Carrington Road, 47 MARRICKVILLE NSW 2204
102/1010007	9886151	Customer Substation	32344	George Street, 357 - 363 SYDNEY NSW 2000
76/668028	8812315	Customer Substation	32347	Longueville Road, 231 LANE COVE NSW 2066
1/976134	7864650	Customer Substation	32363	Wunulla Road, 21 POINT PIPER NSW 2027
11/1017502	9907725	Customer Substation	32364	George Street, 248 - 252 SYDNEY NSW 2000
1/1046451	8503384	Customer Substation	32399	Oxford Falls Road, 1087 OXFORD FALLS NSW 2100
2/SP58527	AA439597	Customer Substation	32427	Gindurra Road SOMERSBY NSW 2250
501/1024358	AA12679	Customer Substation	32428	Julius Avenue NORTH RYDE NSW 2113
B/337800	7136270	Network Substation	32497	Penkivil Street, 12 WILLOUGHBY NSW 2068
CP/SP64730	AB865043	Customer Substation	32505	Bayswater Road, 72 - 78 RUSHCUTTERS BAY NSW 2011
31/1035380	9297857	Customer Substation	32513	Pottinger Street WALSH BAY NSW 2000
1/865241; 2/865241; 3/865241	3811769	Customer Substation	16263; 16265	Thomas Street HAYMARKET NSW 2000
74/755245	AA533582	Customer Substation	32552	Mountain Road WARNERVALE NSW 2259

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP91226	AI163593	Customer Substation	32562	Botany Road, 755 - 759 (Nr Jones Lane) ROSEBERY NSW 2018
CP/SP64946	8309916	Customer Substation	32565	Pittwater Road, 637 - 641 DEE WHY NSW 2099
CP/SP65907	7654029	Customer Substation	32577	Pacific Highway, 813 CHATSWOOD NSW 2067
1/270193	8496219	Customer Substation	32586	Phillips Street, Nr Jacaranda Drive CABARITA NSW 2137
128/1976	8975028	Customer Substation	32606	Chetwynd Road ERINA NSW 2250
2/1046090	8599325	Customer Substation	32610	Waterloo Road NORTH RYDE NSW 2113
CP/SP38125	AC728274	Customer Substation	32619	Gardeners Road, 639 MASCOT NSW 2020
1/787350	9515140	Customer Substation	32626	Botany Road, 809 - 821 ROSEBERY NSW 2018
12/1047036	AB868797	Customer Substation	32637	Bourke Road, 965 ALEXANDRIA NSW 2015
CP/SP64972	AD259726	Customer Substation	32639	Chippen Street, 47 - 49 CHIPPENDALE NSW 2008
CP/SP69140	8964460	Customer Substation	32662	Queenscliff Road, 352 QUEENSCLIFF NSW 2096
100/715231	AA902987	Customer Substation	32663	Murray Street (Marrickville Metro Plaza) MARRICKVILLE NSW 2204

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
100/1207275	9048198	Customer Substation	32702	Burns Road, Nr Fiona Road BEECROFT NSW 2119
CP/SP66694	AB934703	Customer Substation	32722	Hunter Street, 25 - 29 HORNSBY NSW 2077
CP/SP64932	7871109	Customer Substation	32725	Bourke Road, 77 - 79 ALEXANDRIA NSW 2015
CP/SP65702	7667135	Customer Substation	32726	Roscoe Street, 3 - 7 BONDI NSW 2026
1/1084245	AA408030	Customer Substation	32730	Lake Haven Drive CHARMHAVEN NSW 2263
1/1084245	U421164	Customer Substation	32730	Lake Haven Drive CHARMHAVEN NSW 2263
CP/SP54664	7994193	Customer Substation	32732	Brady Street, 2 MOSMAN NSW 2088
CP/SP56005	AA578203	Customer Substation	32734	Miller Street, 237 NORTH SYDNEY NSW 2060
CP/SP66459	8364891	Customer Substation	32754	Old Pittwater Road, 108 BROOKVALE NSW 2100
CP/SP47754	9560290	Customer Substation	16402; 16405	Saunders Street PYRMONT NSW 2009
104/836610A; 104/836610B	AB964313	Customer Substation	16416; 16418	Bent Street & Phillip Street SYDNEY NSW 2000
CP/SP67235	AA451985	Customer Substation	32845	Power Avenue, 11 - 15 (Loveridge Street) ALEXANDRIA NSW 2015
106/1152982; 1/1052642; 3/1052642	9677959	Customer Substation	32863	Alfred Street RHODES NSW 2138

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
A/100087	7945715	Customer Substation	32864	Ireton Street MALABAR NSW 2036
1/882219	AB79563	Customer Substation	32885	Canal Road, 12 MASCOT NSW 2020
11/594967	8610132	Customer Substation	32888	Joynton Avenue, 146 - 158 ROSEBERRY NSW 2018
20/667441	8755496	Customer Substation	32909	Victoria Road, 177 MARRICKVILLE NSW 2204
CP/SP67205	AC574226	Customer Substation	32935	Ocean Parade, 65 - 69 THE ENTRANCE NSW 2261
2/1071601; 6/1071601; CP/SP73990; CP/SP73991; CP/SP78843	9306542	Customer Substation	32938	Hickson Road, Nr Pottinger Street WALSH BAY NSW 2000
CP/SP65647	7712574	Customer Substation	32944	Newcastle Street, 11 - 19 ROSE BAY NSW 2029
Auto Consol 8393-144	AB143658	Customer Substation	32949	Mona Vale Road, 251 ST IVES NSW 2075
CP/SP32885	8561524	Customer Substation	32955	Clearview Place, 16 BROOKVALE NSW 2100
102/788179	AA780196	Customer Substation	32957	Enterprise Drive, Cnr Hereford Street BERKELEY VALE NSW 2261
4/605078	9554635	Customer Substation	32964	Cliff Street WATSONS BAY NSW 2030
15/1062447	AB327525	Customer Substation	32965	Lee Street, 26 - 30 BROADWAY NSW 2007
70/786275	8420124	Customer Substation	33016	Botany Road, 189 - 191 ALEXANDRIA NSW 2015

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
101/1040916; CP/SP67782	8562760	Customer Substation	33042	Beresford Road, 1 - 3 STRATHFIELD NSW 2135
1/873441	7470380	Customer Substation	33082	Parramatta Road, 23 - 29 LIDCOMBE NSW 2141
CP/SP66181	7867853	Customer Substation	33086	Moore Park Road, 228 - 230 PADDINGTON NSW 2021
CP/SP40218	8333184	Customer Substation	33087	Bridge Road, 1 - 29 STANMORE NSW 2048
97/36281	8460264	Customer Substation	33109	Chester Street, 14 - 16 MAROUBRA NSW 2035
Auto Consol 8652-102	5298940	Customer Substation	16561; 16562	Alfred Street & Broughton Street MILSONS POINT NSW 2061
2/1029291	9861599	Customer Substation	33123	Green Street, 45 - 47 BOTANY NSW 2019
CP/SP68755	9063167	Customer Substation	33136	Layton Street, 12 - 14 CAMPERDOWN NSW 2050
CP/SP66638	7959330	Customer Substation	33137	Liverpool Road, 411 - 415 ASHFIELD NSW 2131
1/591036	9209707	Customer Substation	33150	Burns Bay Road, 60 LANE COVE NSW 2066
1/1176306	9486918	Customer Substation	33154	Pacific Highway & Romsey Street WAITARA NSW 2077
CP/SP67607; CP/SP67608	8610536	Customer Substation	33156	Parramatta Road, 386 - 414 PETERSHAM NSW 2049
1/634604	Q997521	Customer Substation	33160	Christina Road, 2 LEIGHTONFIELD NSW 2163

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP66106	7811521	Customer Substation	33165	South Creek Road, 176 DEE WHY NSW 2099
191/1157041	AA532629	Customer Substation	33185	Innovation Drive, 3 (Dow Corning Building - Macquarie Uni) NORTH RYDE NSW 2113
1/1013682	AA593162	Customer Substation	33192	Sailors Bay Road, 79 - 113 NORTHBRIDGE NSW 2063
CP/SP68110	9832889	Customer Substation	33210	Railway Parade, 127 ERSKINEVILLE NSW 2043
11/1184516	8427981	Customer Substation	33212	Richardson Place (Riverside Corporate Park, Lot 18) NORTH RYDE NSW 2113
CP/SP67304	8273372	Customer Substation	33225	Vanessa Street, 57 KINGSGROVE NSW 2208
2/408335	AA335392	Customer Substation	33238	Quay Street, 93 - 105 HAYMARKET NSW 2000
489/48289	AB571906	Customer Substation	16581; 16723	East Street LIDCOMBE NSW 2141
2/840353	9751226	Customer Substation	33320	Darlinghurst Road, 213 - 219 DARLINGHURST NSW 2010
21/1000905	AD122858	Customer Substation	33321	Edward Street PYRMONT NSW 2009
20/1024881	8765512	Customer Substation	33380	Holker Street, 4 NEWINGTON NSW 2127
1/725754	9667334	Customer Substation	33401	Forest Way, 212 & Bundaleer Street BELROSE NSW 2085

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
3/1205943	AA236540	Customer Substation	33402	Pennant Hills Road, 200 - 212 THORNLEIGH NSW 2120
8/262534	9448391	Customer Substation	33403	Miller Street, 128 NORTH SYDNEY NSW 2060
210/1172133	AB797204	Customer Substation	33407	Pacific Highway & Westbourne Street ST LEONARDS NSW 2065
102/733002	AE349172	Customer Substation	33410	Pacific Highway, 77 NORTH SYDNEY NSW 2060
10/746453	9654744	Customer Substation	33423	Parramatta Road, 111 CONCORD NSW 2137
CP/SP67386	8413224	Customer Substation	33425	Pymont Bridge Road, 2 - 50 CAMPERDOWN NSW 2050
100/1028293	AB160704	Customer Substation	33433	Holden Street GOSFORD NSW 2250
3/1057509	9129679	Customer Substation	33438	Small Lane & Blackwattle Lane Mountain Street, 46 - 52 ULTIMO NSW 2007
CP/SP69352	9061619	Customer Substation	33472	Pacific Highway, 809 - 811 (Cnr Victoria Avenue) CHATSWOOD NSW 2067
590/656070	AC968341	Customer Substation	33474	Herring Road, 108 & Epping Road MARSFIELD NSW 2122
45/1210393	9488000	Customer Substation	33476	Woonona Avenue, 26 WAHROONGA NSW 2076

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
11/1013030	AA307165	Customer Substation	33482	Pacific Highway, 207 - 209 ST LEONARDS NSW 2065
1/1197755	8166715	Customer Substation	33503	Blaxland Road, 305 RYDE NSW 2112
Auto Consol 7674-28	9817281	Customer Substation	33517	Shepherd Street, 132 DARLINGTON NSW 2008
CP/SP89873	AA29372	Customer Substation	33518	O'riordan Street, 182 - 196 MASCOT NSW 2020
CP/SP70158	AA235363	Customer Substation	33519	Hickson Road, 8 - 16 THE ROCKS NSW 2000
12/594967	9656471	Customer Substation	33522	Epsom Road, 84 - 92 ZETLAND NSW 2017
CP/SP4382	Z715975	Customer Substation	33528	Trafalgar Street, 12 - 18 BRIGHTON-LE-SANDS NSW 2216
CP/SP67258	9418819	Customer Substation	33633	Huntley Street, 45 - 51 ALEXANDRIA NSW 2015
CP/SP69132	9159156	Customer Substation	33635	Anzac Parade, 398 - 402 KINGSFORD NSW 2032
CP/SP67565	9480449	Customer Substation	33686	Ralph Street, 36 ALEXANDRIA NSW 2015
814/1030022	8735653	Customer Substation	33689	Parkview Drive, 8 HOMEBUSH BAY NSW 2127
CP/SP62475	AA384285	Customer Substation	33711	William Street, 8 - 12 RYDE NSW 2112
CP/SP66870	8713990	Customer Substation	33714	Beaconsfield Street, 79 - 81 NEWPORT NSW 2106
2/1078998; 3/1078998	AA298825	Customer Substation	33740	Berry Street, 77 NORTH SYDNEY NSW 2060

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP70446	AC353820	Customer Substation	33749	Brook Street, 102 - 106 CLOVELLY NSW 2031
763/1038433	8813455	Customer Substation	33750	New Canterbury Road, 163a - 181 PETERSHAM NSW 2049
CP/SP69103	9357222	Customer Substation	33751	Raymond Street, 55 BANKSTOWN NSW 2200
10/1149050	AA957933	Customer Substation	33763	Pacific Highway MT PENANG NSW 2250
21/1084673	9719386	Customer Substation	33765	Ilya Avenue, Cnr Karalta Road ERINA NSW 2250
CP/SP67907	8579644	Customer Substation	33780	Oaks Avenue, 75 - 79 DEE WHY NSW 2099
1/859537	8712011	Customer Substation	33788	Lyon Park Road, 2 - 4 NORTH RYDE NSW 2113
2/1001894	9363658	Customer Substation	33855	Lord Street, 28 - 40 BOTANY NSW 2019
100/1035862	9701353	Customer Substation	33859	Marrickville Road, 85 - 95 MARRICKVILLE NSW 2204
1/210540	AC104394	Customer Substation	33860	Mcpherson Street, 2 - 8 BANKSMEADOW NSW 2019
98/1048930	AB20629	Customer Substation	33870	Balls Head Road (Hmas Waterhen) WAVERTON NSW 2060
21/860283	8072232	Customer Substation	16737; 17150	Muir Road CHULLORA NSW 2190
CP/SP73082	AB242445	Customer Substation	33926	Gadigal Road WATERLOO NSW 2017

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP67995	9141314	Customer Substation	33928	Gardeners Road, 538 MASCOT NSW 2020
121/1033067	AG455748	Customer Substation	33929	Reliance Drive TUGGERAH NSW 2259
11/559020	9764011	Customer Substation	33931	Ocean Beach Road, Cnr Mcmasters Road WOY WOY NSW 2256
111/603028	AA154452	Customer Substation	33937	Middleton Road, 24 DEE WHY WEST NSW 2099
207/1044674	AB21525	Customer Substation	33939	Lime Street, 15 (Nr Erskine Street) DARLING HARBOUR NSW 2000
CP/SP68972	8996921	Customer Substation	34001	Orara Street, 2 - 10 WAITARA NSW 2077
CP/SP69052	9160252	Customer Substation	34167	Atchison Street, 2 - 14 ST LEONARDS NSW 2065
CP/SP69746	8965840	Customer Substation	34188	Mcevoy Street, 22 - 26 WATERLOO NSW 2017
81/1033767	AC13675	Customer Substation	34201	Euston Road, 167 - 169 ALEXANDRIA NSW 2015
CP/SP71140	AA37543	Customer Substation	34202	Bishop Street, 2 ST PETERS NSW 2044
CP/SP71215	AD107826	Customer Substation	34203	Mcevoy Street, 147 - 171 ALEXANDRIA NSW 2015
1/231713	9156095	Customer Substation	34331	Victoria Road, 29 - 53 (Scots College) BELLEVUE HILL NSW 2023
100/789171	8472084	Customer Substation	17183; 17182	George Street, 400 SYDNEY NSW 2000

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
302/1007368	9019180	Customer Substation	34390	Pioneer Avenue TUGGERAH NSW 2259
4/216364	9710928	Customer Substation	34392	Thew Parade, 1 DEE WHY NSW 2099
CP/SP75760	AB794969	Customer Substation	34397	Sussex Street, 339 SYDNEY NSW 2000
101/809479	AA795333	Customer Substation	34424	Audley Street, 93 PETERSHAM NSW 2049
CP/SP68978	8940261	Customer Substation	34433	Botany Road, 580 ROSEBERY NSW 2018
CP/SP3395	9812442	Customer Substation	34512	Howard Avenue, 28 DEE WHY NSW 2099
1/270215	AB401349	Customer Substation	34566	Cadigal Avenue, 19 - 27 PYRMONT NSW 2009
1/1033170	AB228427	Customer Substation	34567	Margaret Street RYDE NSW 2112
5/1130105	AB289018	Customer Substation	34681	Lane Cove Road, 396 NORTH RYDE NSW 2113
1/229802	AB114953	Customer Substation	34683	Epsom Road, 65 ROSEBERY NSW 2018
100/1032863	9531655	Customer Substation	34770	Darley Street, 6 FORESTVILLE NSW 2087
1/830423	AB151206	Customer Substation	34778	Albert Street, 22 - 26 HARBORD NSW 2096
3/1085830	AC920604	Customer Substation	34807	Pitt Street, 323 - 327 SYDNEY NSW 2000
4/601758	9665559	Customer Substation	34878	Bennett Street CURL CURL NSW 2096

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
100/1048205	AA881066	Customer Substation	34911	Boundary Street, 19a RUSHCUTTERS BAY NSW 2011
1/1100667	AD224244	Customer Substation	34915	Ferguson Street, 791 - 801 MAROUBRA NSW 2035
CP/SP69567	9209659	Customer Substation	34922	Botany Road, 741 ROSEBERY NSW 2018
6110/1188980	9691429	Customer Substation	34936	George Downes Drive KULNURA NSW 2250
CP/SP71980	9722706	Customer Substation	34990	Pacific Highway, 599 ST LEONARDS NSW 2065
CP/SP70150	9417262	Customer Substation	34992	Pittwater Road, 910 DEE WHY NSW 2099
CP/SP69543	9953470	Customer Substation	35060	Botany Road, 138 - 142 EVELEIGH NSW 2016
4707/752015	AB396220	Customer Substation	35061	Anzac Parade, Cnr Burke Road (Matraville High School) CHIFLEY NSW 2036
2/229802	9278437	Customer Substation	35063	Dalmeny Avenue, 110 ROSEBERY NSW 2018
102/831537	AJ122366	Communication Site	35065	Black Mountain WINGEN NSW 2337
1020/871836	AA325859	Customer Substation	35071	Hume Highway, Lot 1020 CHULLORA NSW 2190
1/270368; CP/SP71281	9888707	Customer Substation	35147	O'Brien Street & Railway Street (Pacific Place) CHATSWOOD NSW 2067
601/1052124A; 601/1052124B	AB178209	Customer Substation	35201	Shelley Street, 10 (Near Sussex Street) SYDNEY NSW 2000

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/501384; 2/501384	AC464293	Customer Substation	35203	Anzac Parade (N S G Building) KENSINGTON NSW 2033
CP/SP70145	AB396892	Customer Substation	35206	Earl Place, 10 (Kings Cross) POTTS POINT NSW 2011
CP/SP70488	9448414	Customer Substation	35208	Sydney Park Road, 221 - 229 ST PETERS NSW 2044
2/553067	AB616797	Customer Substation	35211	Pacific Highway, Cnr Kinarra Avenue WYOMING NSW 2250
2/1124852	AD832488	Customer Substation	35226	Missenden Road, 8 CAMPERDOWN NSW 2050
CP/SP69315	AA780148	Customer Substation	35232	Spencer Street, 44 - 46 ROSE BAY NSW 2029
2/1043041	AA489972	Customer Substation	35251	Khartoum Road, 1 - 5 NORTH RYDE NSW 2113
2/1052642	AD400591	Customer Substation	35253	Homebush Bay Drive RHODES NSW 2138
107/1152982; 3/1195695; 4/1195695	AD400528	Customer Substation	35254	Homebush Bay Drive, 1c RHODES NSW 2138
1/1215839	AB255992	Customer Substation	35258	Rex Road, 145 GEORGES HALL NSW 2198
112/1022614	AA911146	Customer Substation	35277	Watt Street GOSFORD NSW 2250
51/1/1873	AB279394	Customer Substation	35343	King Street BOTANY NSW 2019
11/1126693	AE327471	Customer Substation	35344	George Street, 537 - 551 SYDNEY NSW 2000

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP71198	AA714331	Customer Substation	35346	Botany Road, 62 - 74 ALEXANDRIA NSW 2015
CP/SP69936	AA288301	Customer Substation	35348	Kent Road, 35 - 35 ROSE BAY NSW 2029
2/1055431	AB13758	Customer Substation	35366	Coward Street, 197 - 201 MASCOT NSW 2020
1/1121706	AA902066	Customer Substation	35399	Jamison Street, 11 SYDNEY NSW 2000
CP/SP70012	9472603	Customer Substation	35413	Atchison Street, 13 - 19 ST LEONARDS NSW 2065
901/1074123	AH498719	Customer Substation	35429	George Street, 678 - 680 (World Square) SYDNEY NSW 2000
CP/SP81412	AE236181	Customer Substation	35457	Henderson Street, 9 BONDI NSW 2026
191/1157041	AC363118	Customer Substation	35461	Culloden Road, Nr Talavera Road (Macquarie University Playing Fields) MACQUARIE PARK NSW 2113
2/SP81490	AA839195	Customer Substation	35466	Dickson Avenue, 42 - 44 ARTARMON NSW 2064
6/5557	AA903277	Customer Substation	35490	Birrell Street WAVERLEY NSW 2024
7/7738	AJ574973	Customer Substation	35547	Sparkes Road WARNERVALE NSW 2259
CP/SP70298	AA19015	Customer Substation	35577	Roseberry Street, 47 - 51 (Koorala Street) MANLY VALE NSW 2093
15/6280	9570619	Customer Substation	35580	Beecroft Road, 144 - 146 BEECROFT NSW 2119

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
B/356688	AA765543	Customer Substation	35581	Hutchinson Street, 29 - 41 SURRY HILLS NSW 2010
2/1116263	AB744860	Customer Substation	35588	William Street, 291 - 210 SYDNEY NSW 2000
CP/SP91401	AC83276	Customer Substation	35637	Bourke Street, 417 - 435 SURRY HILLS NSW 2010
CP/SP71103	AB74508	Customer Substation	35638	Cornwallis Street, 31 - 41 REDFERN NSW 2016
1/794955	AB399374	Customer Substation	35639	Huntleys Point Road (Riverside Girl's High School) HUNTLEYS POINT NSW 2111
102/1072389	AB22248	Customer Substation	35645	Devitt Place HILLSDALE NSW 2036
11/1183279	AB779535	Customer Substation	35807	Denistone Road DENISTONE NSW 2114
CP/SP71871	AB888230	Customer Substation	35823	Regent Street, 52 CHIPPENDALE NSW 2008
105/1152982	AC94771	Customer Substation	35884	Homebush Bay Drive, 1 RHODES NSW 2138
CP/SP70871	AB636995	Customer Substation	35909	Goold Street (Regent Street, 49 - 53) CHIPPENDALE NSW 2008
CP/SP72964	AA709205	Customer Substation	35965	Ricketty Street, 28 MASCOT NSW 2020
CP/SP71247	AB390777	Customer Substation	35989	Henry Parry Drive, Cnr Dwyer Street GOSFORD NSW 2250
13/1061775	AB112336	Customer Substation	35990	Coral Street, Cnr Wilfred Barrett Drive THE ENTRANCE NSW 2261

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
30/1172968	AB143061	Chamber Type Substation	35992	Manns Road, 356 GOSFORD NSW 2250
CP/SP71897	AA987496	Customer Substation	35996	Allen Street, 25 - 33 WATERLOO NSW 2017
2/367373	9645524	Customer Substation	35997	New Line Road CHERRYBROOK NSW 2126
203/1044058	AB112308	Customer Substation	36178	Manns Street GOSFORD NSW 2250
56/1102034	AB55524	Customer Substation	36227	Canal Road, 2 ST PETERS NSW 2044
1/1062325	AA802489	Customer Substation	36343	Garfield Street, 4 FIVE DOCK NSW 2046
100/1049574	AC740733	Customer Substation	36344	George Street, 29 - 37 WOY WOY NSW 2256
CP/SP72442	AA508001	Customer Substation	36458	Arncliffe Street, 35 ARNCLIFFE NSW 2205
100/1213007	AA946369	Customer Substation	36481	Hale Street, 1a BOTANY NSW 2019
2/604380	AB485188	Customer Substation	36499	Mandible Street, 7 ALEXANDRIA NSW 2015
3/1039225A; 3/1039225B	AB61507	Customer Substation	36579	Pile Road SOMERSBY NSW 2250
CP/SP62158	AA777538	Customer Substation	36581	Adelaide Street, 36 - 40 EAST GOSFORD NSW 2250
205/873983	AA827524	Customer Substation	36608	Pioneer Avenue, Nr Reliance Avenue TUGGERAH NSW 2259
6/1130359	AF392516	Customer Substation	36615	Herb Elliott Avenue HOMEBUSH BAY NSW 2124

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
10/1110035	AG497565	Customer Substation	36616	Herb Elliott Avenue, Site 5 HOMEBUSH BAY NSW 2141
CP/SP77938	AC633660	Customer Substation	37034	Doncaster Avenue, 101 - 105 RANDWICK NSW 2031
CP/SP73528	AB401402	Customer Substation	37093	Bowman Street & Tambur Street (Distillery Drive) PYRMONT NSW 2009
11/748532	9972211	Customer Substation	6678; 30545	Mavis Street, 36 REVESBY NSW 2212
15/1148612	AE336681	Customer Substation	37897	Eden Park Drive, 5 MACQUARIE PARK NSW 2113
CP/SP72955	AF889804	Customer Substation	37962	Pile Road SOMERSBY NSW 2250
CP/SP72557	AB324200	Customer Substation	37979	John Whiteway Drive, 80 GOSFORD NSW 2250
CP/SP88678	AE554874	Customer Substation	37984	Post Office Lane (Victoria Avenue) CHATSWOOD NSW 2067
1/668617	AC445164	Customer Substation	37985	Pacific Highway, 2 - 8 (Ourimbah Lisarow RSL Club P / L) OURIMBAH NSW 2258
20/1003588	AD473421	Customer Substation	37991	Delhi Road NORTH RYDE NSW 2113
CP/SP74758	AE862118	Kiosk Type Substation	38017	Hutton Road, Nr Leonard Street (North Entrance) THE ENTRANCE NORTH NSW 2261
CP/SP76683	AC112086	Customer Substation	38034	Bay Street, 34 BOTANY NSW 2019

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/591958	AB232684	Customer Substation	38041	Railway Street WOY WOY NSW 2256
CP/SP72886	AB701725	Customer Substation	38052	Bronte Road, 25 - 33 BONDI JUNCTION NSW 2022
CP/SP73236	AB388480	Customer Substation	38111	Goulburn Street, 142 (Brisbane Street & Wemyss Lane) SURRY HILLS NSW 2010
CP/SP73318	AB55397	Customer Substation	38113	Harris Street, 444 ULTIMO NSW 2007
381/1061794	AC129007	Customer Substation	38115	Wentworth Road, 38a VAUCLUSE NSW 2030
11/1083971	AD14651	Customer Substation	38117	Princes Highway, 500 ST PETERS NSW 2044
4/1114935	AD233000	Chamber Type Substation	38372	Broken Bay Road (Ettalong Beach Memorial Club) ETTALONG BEACH NSW 2257
CP/SP73850	AC566459	Customer Substation	38870	York Street, 65 SYDNEY NSW 2000
CP/SP73608	AC291878	Customer Substation	38907	Mountain Street, 22 - 36 ULTIMO NSW 2007
401/1094938	AC898752	Customer Substation	38937	Graf Avenue WEST RYDE NSW 2114
CP/SP73502	AA959304	Customer Substation	38953	Lachlan Street, 2 - 4 WATERLOO NSW 2017
100/1028293	AB601349	Customer Substation	38954	Cape Street & Stephen Street (Gosford Hospital) GOSFORD NSW 2250

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP72314	AB858717	Customer Substation	39006	Hutchinson Street SURRY HILLS NSW 2010
Auto Consol 7524-52; B/376105	AE754325	Customer Substation	39009	Broadway, 180 - 200 CHIPPENDALE NSW 2008
5/1093225	AD788807	Customer Substation	39010	Darling Island Road, 1 DARLING HARBOUR NSW 2000
CP/SP75071	AF264107	Customer Substation	39044	Bay Street, 36a - 48 DOUBLE BAY NSW 2028
B/101882	AF285401	Customer Substation	39070	Greenfield Parade, 8 (Bankstown Sports Club) BANKSTOWN NSW 2200
373/1084113	AC985711	Customer Substation	39077	Muir Road, 9 CHULLORA NSW 2190
CP/SP77684	AC623931	Customer Substation	39080	Greek Street, 13 - 17 GLEBE NSW 2037
CP/SP74191	AB824633	Customer Substation	39087	Ocean Street, 26 - 30 NORTH BONDI NSW 2026
1/1119395	AD973505	Customer Substation	39097	Pacific Highway, 100 NORTH SYDNEY NSW 2060
CP/SP76963	AC43101	Customer Substation	39125	Wentworth Street, 68 - 76 RANDWICK NSW 2031
CP/SP72924	AC707500	Customer Substation	39145	Terrigal Drive, 43 TERRIGAL NSW 2260
2/1068011	AF176728	Customer Substation	39151	Moore Park Road PADDINGTON NSW 2021
B/330260	AC788657	Customer Substation	39200	Dunning Avenue, 129 ROSEBERY NSW 2018

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/792081	AD907670	Customer Substation	39421	Stephen Road, 1 - 47 BOTANY NSW 2019
CP/SP75028	AB502226	Customer Substation	39437	Regent Street, 12 - 26 CHIPPENDALE NSW 2008
2/1102451	AF613581	Customer Substation	39477	Bathurst Street, 101 - 105 (Kent Street, 488) SYDNEY NSW 2000
413/1058215	AC511435	Customer Substation	39548	Woolworths Way, 2 Nr Florey Street WARNERVALE NSW 2259
11/1102278	AE187308	Customer Substation	39611	Parramatta Road, 92 LIDCOMBE NSW 2141
1/630173	AD242737	Customer Substation	39618	Arthur Street, 98 - 100 (Little Walker Street) NORTH SYDNEY NSW 2060
Auto Consol 7032-139	AE366622	Customer Substation	39629	Braidwood Street, 1 STRATHFIELD SOUTH NSW 2136
442/1008879	AB913279	Customer Substation	39739	Lucca Road WYONG NSW 2259
10/1179388	AD133407	Customer Substation	39902	Bourke Road, 170 - 180 ALEXANDRIA NSW 2015
62/1009964	AH208300	Customer Substation	39977	Sussex Street, 201 SYDNEY NSW 2000
10/1028973	AK277110	Customer Substation	39978	Oxford Street, 205 - 209 Bondi Junction NSW 2022
CP/SP75809	AB883112	Customer Substation	40014	Harris Street, 320 PYRMONT NSW 2009
CP/SP80522	AD511455	Customer Substation	40028	The Avenue, 7 - 9 HURSTVILLE NSW 2220

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
285/752013	AD260210	Customer Substation	40165	Neptune Street, 13 REVESBY NSW 2212
100/1152517	AD761893	Customer Substation	40167	Meeks Road, 42 - 46 MARRICKVILLE NSW 2204
2/1094580	AE656377	Customer Substation	40182	Danks Street, 28 - 30 WATERLOO NSW 2017
23/1117290A; 23/1117290B	AD20799	Customer Substation	40185	North Terrace (Centro Bankstown Shopping Centre) BANKSTOWN NSW 2200
1/792081	AE150670	Customer Substation	40223	Stephen Road, 1 - 47 BOTANY NSW 2019
CP/SP4720	AE986043	Customer Substation	40225	Park Street, 52 MONA VALE NSW 2103
10/1162507	AD326910	Customer Substation	40236	Artarmon Road, 24 WILLOUGHBY NSW 2068
10/1179388	AD133409	Customer Substation	40248	Bourke Street, 138 - 170 ALEXANDRIA NSW 2015
CP/SP44724	AC186689	Customer Substation	40316	King Street, 74 - 88 NEWTOWN NSW 2042
10/1125680	AG84592	Customer Substation	40370	Herb Elliott Avenue HOMEBUSH BAY NSW 2124
2004/1103434	AE269206	Customer Substation	40435	Union Street, 52 - 72 PYRMONT NSW 2009
1/1073376; 2/1073376	6239989	Customer Substation	8091; 8092; 8093; 8094; 8095	Phillip Street SYDNEY NSW 2000
1/1094036	X108568	Customer Substation	40469	Derby Street, 32 - 40 SILVERWATER NSW 2128

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
2/1134156	AF43771	Customer Substation	40478	Condamine Street, 197 - 215 BALGOWLAH NSW 2093
C/308525	AC704441	Customer Substation	40493	Penshurst Street, 58a PENSHURST NSW 2222
1/1104786	AD825865	Customer Substation	40503	Niangala Close, 4 - 6 BELROSE NSW 2085
CP/SP77796	AE349103	Customer Substation	40544	Mcevoy Street, 112 - 122 ALEXANDRIA NSW 2015
1/592682	AC677395	Customer Substation	40558	Meeks Road, 48 - 54 MARRICKVILLE NSW 2204
CP/SP77975	AD254856	Customer Substation	40566	Miller Street, 49 - 61 PYRMONT NSW 2009
CP/SP77286	AC440191	Customer Substation	40725	Hunter Street, 209 NEWCASTLE NSW 2300
11/1217641	AD571302	Customer Substation	40824	Carter Street, 15 HOMEBUSH BAY NSW 2141
4/611313	AD410290	Customer Substation	40841	Wyndham Street, 151 - 163 ALEXANDRIA NSW 2015
100/1087165	8653369	Customer Substation	9305; 31566	Parramatta Road, 250 - 274 AUBURN NSW 2144
CP/SP78129	AC746571	Customer Substation	40970	Baker Street GOSFORD NSW 2250
CP/SP79678	AD344481	Customer Substation	41022	Harris Street, 732 (George Street, 849 - 855) SYDNEY NSW 2000
2/879701	AC813792	Customer Substation	41029	Anderson Street CHATSWOOD NSW 2067

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
12/1059147	9473833	Customer Substation	6497; 34624	Baker Street, 16 - 20 BANKSMEADOW EAST BOTANY NSW 2019
1/882219	AH375835	Customer Substation	41172	Burrows Road South, 4 (Canal Road) ST PETERS NSW 2044
1/431958	U957554	Customer Substation	9316; 31883	Birnie Avenue FLEMINGTON NSW 2140
671/1093309	AF556150	Customer Substation	41242	Foveaux Street, 54 SURRY HILLS NSW 2010
1/1157338; CP/SP85105	AG94996	Customer Substation	41347	Dora Street, 31 HURSTVILLE NSW 2220
2/1142262; 5/1142262	AF28036	Zone Substation	41585	Quirk Road & Roseberry Street, 10 (Balgowlah) MANLY VALE NSW 2093
1/1157811	AJ175184	Customer Substation	41701	William & College Streets (On Premises Of Australian Museum) SYDNEY NSW 2000
Auto Consol 4430-62	AC383812	Customer Substation	7559; 34200	Ross Street, 30 GLEBE NSW 2037 & Wingadal Place, 2 POINT PIPER NSW 2027
1/1097710	AF263916	Customer Substation	41765	Barnclueth Lane (Prem of Sydney Aussie Rules Club) KINGS CROSS NSW 2011
15/1156289	AF840649	Customer Substation	41801	Pacific Highway CHARLESTOWN NSW 2290
15/1156289	AF840650	Chamber Type Substation	41801	Pacific Highway CHARLESTOWN NSW 2290

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP80345	AD866511	Customer Substation	41804	Crick Avenue (Macleay Street, 46a) KINGS CROSS NSW 2011
210/1172133	AF730280	Customer Substation	41976	Westbourne Street ST LEONARDS NSW 2065
2/1146740	AF728375	Customer Substation	42019	Pittwater Road, 834 DEE WHY NSW 2099
CP/SP33259	AA286250	Customer Substation	9018; 33216	Mcevoy Street ALEXANDRIA NSW 2015
1012/1145894	AF429528	Customer Substation	42252	Pirrama Road, 48 PYRMONT NSW 2009
1/592169	AF700028	Customer Substation	42288	Sydney Road MANLY NSW 2095
2311/1108096	AE265269	Chamber Type Substation	42341	Honeysuckle Drive NEWCASTLE NSW 2300
CP/SP82487	AE553825	Customer Substation	42359	Sterling Circuit (Booth Street) CAMPERDOWN NSW 2050
CP/SP84632	AF75450	Customer Substation	42415	Pacific Highway, 296 - 304 CROWS NEST NSW 2065
2000/1147230	AF956179	Customer Substation	42545	Australia Avenue, Site 8a HOMEBUSH BAY NSW 2141
1/1152688	AG847439	Customer Substation	42572	Pope, Tucker, Devlin & Blaxland Road (Top Ryde Shopping Centre) RYDE NSW 2112
CP/SP86464	AG867620	Customer Substation	42574	Pope, Tucker, Devlin & Blaxland Road (Top Ryde Shopping Centre) RYDE NSW 2112

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/1201659	AJ194878	Customer Substation	42592	Rocky Point Road, 524 - 542 SANS SOUCI NSW 2219
3/740790	AA711392	Customer Substation	8672; 34002	Figtree Drive, 3 HOMEBUSH NSW 2140
CP/SP81699	AG332504	Customer Substation	42725	Cnr The Entrance Road And Coral Street THE ENTRANCE NSW 2261
CP/SP81128	AE443377	Customer Substation	42752	South Eastern Cnr Epson Rd & Rothschild Ave ROSEBURY NSW 2018
30/1126332	AH607464	Zone Substation	42774	Penrhyn Road, Internal Road Off Penrhyn Road, Known As Gate B108 PORT BOTANY NSW 2036
601/1138163	AF814256	Customer Substation	42846	Birdwood Road BANKSTOWN NSW 2200
3/785393	AG191959	Customer Substation	42948	Macquarie Street, 99 - 115 SYDNEY NSW 2000
10/1136859	AK204700	Customer Substation	42958	Central Avenue, 8 Eveleigh Nsw 2016
CP/SP82837	AF41550	Customer Substation	42982	Neild Avenue, 46 DARLINGHURST NSW 2010
CP/SP81899	AE634486	Customer Substation	42992	Campbell Parade, 152 - 162 BONDI NSW 2026
1/227478	AF348356	Customer Substation	43015	Butt Street, 1 SURRY HILLS NSW 2010
12/230974	AF407509	Customer Substation	43019	Frederick Street, 1a ARTARMON NSW 2064

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
2/1145847	AF536414	Chamber Type Substation	43071	King Street & Shortland Esplanade NEWCASTLE NSW 2300
191/1157041	AJ930120	Customer Substation	43130	Technology Place (hospital Building Macquarie University) MACQUARIE PARK NSW 2113
10/1137227	AG102605	Customer Substation	43132	Sussex Street, 405 - 411 SYDNEY NSW 2000
102/1076397A; 102/1076397B	AF687873	Customer Substation	43269	Mount Street, 16 - 40 NORTH SYDNEY NSW 2060
802/1133371	AF511632	Customer Substation	43344	Milperra Road (Bankstown Airport) BANKSTOWN NSW 2200
CP/SP76583	AJ66843	Customer Substation	43372	Grantham Street, 1 DARLINGHURST NSW 2010
115/833624	AG735168	Kiosk Substation & Ug Cables	43373	Russell Drysdale Street EAST GOSFORD NSW 2250
CP/SP82954	AF175349	Customer Substation	43415	Grosvenor Street, 19 - 25 NEUTRAL BAY NSW 2089
1000/1153575	AH649540	Zone Substation	43454	Lemington Road, 1011 (Lemington) 9.13kms From Highway RAVENSWORTH NSW 2330
100/1116960	AF836503	Chamber Type Substation	43476	Dora Street, 103 (Yambo Street, 2) MORISSET NSW 2264
20/1177332	AF267426	Chamber Type Substation	43478	Canberra Street CHARLESTOWN NSW 2290

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
10/1212870	AG96048	Customer Substation	43511	Anderson Street CHATSWOOD NSW 2067
1/570569	AG568352	Chamber Type Substation	43549	Newcomen Street NEWCASTLE NSW 2300
1/408335	AG157241	Customer Substation	43581	Quay Street, 81 - 91 SYDNEY SOUTH NSW 2000
103/1160340	AG216319	Customer Substation	43615	Chalmers Street, 265 (South Sydney Leagues) REDFERN NSW 2016
CP/SP85450	AG243454	Customer Substation	43641	Spring Street, 26 - 30 BONDI JUNCTION NSW 2022
CP/SP84812	AF935752	Customer Substation	43679	Victoria Road, 135 DRUMMOYNE NSW 2047
Auto Consol 4916-151	AJ216509	Chamber Type Substation	43710	Missenden Road, 119 - 143 CAMPERDOWN NSW 2050
CP/SP83861	AF524775	Customer Substation	43715	Liverpool Street, 157 - 167 (The Hyde) SYDNEY NSW 2000
801/1164281	AH21321	Customer Substation	43744	Darling Walk DARLING HARBOUR NSW 2000
CP/SP88165	AH647375	Customer Substation	43770	Forbes Street, 299 DARLINGHURST NSW 2010
1/618224	AI275422	Customer Substation	43782	Talavera Road, 54 - 60 MACQUARIE PARK NSW 2113
3/574478	AH863162	Customer Substation	43808	St Barnabas Street BROADWAY NSW 2007
1/1160015	AG704736	Customer Substation	43858	O'Riordan Street, 17 ALEXANDRIA NSW 2015

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/554497	AG534313	Customer Substation	43907	Bridge Road, 41 GLEBE NSW 2037
CP/SP85566	AG306075	Customer Substation	43980	Macarthur Avenue, 4 REVESBY NSW 2212
CP/SP88309	AH668482	Customer Substation	43981	Railway Parade, 1 BURWOOD NSW 2134
23/1128573	AI856797	Customer Substation	43994	Smail Street, 1 - 3 ULTIMO NSW 2007
2790/46565	AI201129	Customer Substation	44008	Challenger Drive, 2 BELROSE NSW 2085
CP/SP86852	AH834739	Customer Substation	44014	Wentworth Avenue, 61 - 65 SYDNEY NSW 2000
CP/SP89791	AI285172	Customer Substation	44033	Sir John Young Crescent, 60 - 72 SYDNEY NSW 2000
500/1161507	AG342072	Customer Substation	44104	Pymont Street (Star City Casino) PYRMONT NSW 2009
13/1089873	AF995204	Customer Substation	44173	Pacific Highway 120 TUGGERAH NSW 2259
CP/SP84867; CP/SP84868	AG143978	Customer Substation	44214	George Street, 710 - 720 SYDNEY NSW 2000
1/1043074	AH874067	Customer Substation	44228	Parramatta Road, 108 CAMPERDOWN NSW 2050
2/1148542	AG635359	Customer Substation	44379	George Street, 420 (Mid City Centre) SYDNEY NSW 2000
CP/SP85863	AG551957	Chamber Type Substation	44397	Scott Street, 111 NEWCASTLE NSW 2300
4/1173023	AH19657	Customer Substation	44459	Redfern Street, 157 REDFERN NSW 2016

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP85468	AG332663	Chamber Type Substation	44484	Watt Street, 67 NEWCASTLE NSW 2300
CP/SP87566	AH313834	Customer Substation	44507	Oxford Street, 310 - 330 BONDI JUNCTION NSW 2022
1/667918	AI485714	Customer Substation	44509	Market Street, 49 SYDNEY NSW 2000
B/361911	AJ676653	Customer Substation	44678	Stuart Street, 1 PADSTOW NSW 2211
102/1041971	AI139099	Customer Substation	44694	Birmingham Avenue, 15 VILLAWOOD NSW 2163
8/1163761; 6/1163761	AH361458	Customer Substation	44716	Victoria Street, 384 (The King Horn Cancer Centre) DARLINGHURST NSW 2010
2/1183831	AH617897	Customer Substation	44854	Parramatta Road, 139 - 143 CAMPERDOWN NSW 2050
201/1157660	AH95290	Customer Substation	44872	Canterbury Road, 49 PETERSHAM NSW 2049
10/1170779	AH487296	Customer Substation	44980	Bourke Street, 863 WATERLOO NSW 2017
CP/SP86845; CP/SP87071	AG975992	Customer Substation	45066	The Corso, 8 - 28 MANLY NSW 2095
2/1184966	AJ579909	Customer Substation	45073	Defries Avenue, 8 ZETLAND NSW 2017
CP/SP89088	AI152431	Customer Substation	45127	Walker Street, 136 - 142 NORTH SYDNEY NSW 2059
CP/SP9989	AG835146	Customer Substation	45193	Bembridge Street, 31 - 33 CARLTON NSW 2218

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Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP88695	AI153128	Customer Substation	45204	Church Avenue, 37 - 39 MASCOT NSW 2020
CP/SP88669	AH423997	Customer Substation	45280	Rider Boulevard, 7 RHODES NSW 2138
CP/SP88191	AH499696	Customer Substation	45332	Railway Street, 7 CHATSWOOD NSW 2067
CP/SP92232	AJ215987	Customer Substation	45338	Atchison Street, 32 - 38 ST LEONARDS NSW 2065
CP/SP89618	AI559057	Customer Substation	45356	Danks Street, 14 - 18 WATERLOO NSW 2017
305/1181334	AI479836	Customer Substation	45362	Broadway, 26 CHIPPENDALE NSW 2008
CP/SP89257	AI247224	Customer Substation	45365	Broadway, 26 CHIPPENDALE NSW 2008
191/1157041	AI36628	Customer Substation	45374	Balaclava Road, (Macquarie University) MACQUARIE PARK NSW 2113
160/1155500	AI342827	Customer Substation	45446	Edwin Flack Avenue, Site 22 HOMEBUSH BAY NSW 2141
23/1212727; CP/SP92550; CP/SP92552	AJ993630	Customer Substation	45457	Albert Street, 2 CHATSWOOD NSW 2067
CP/SP87837	AH616602	Customer Substation	45476	Hume Highway, 580 YAGOONA NSW 2199
CP/SP87386	AH210799	Customer Substation	45481	John Street, 30 - 34 MASCOT NSW 2020
3/1191596	AI162625	Customer Substation	45515	The Boulevard, 1 - 9 PUNCHBOWL NSW 2196

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
2/1176783	AH764638	Customer Substation	45529	Hall Street, 61 BONDI NSW 2026
CP/SP9473	AI148823	Customer Substation	45537	Elouera Road, 129 - 131 CRONULLA NSW 2230
2119/1169474	AJ487154	Customer Substation	45580	Murray Rose Avenue, 7 SYDNEY OLYMPIC PARK NSW 2127
CP/SP88564	AH977633	Customer Substation	45594	Joynton Avenue, 114 ZETLAND NSW 2017
12/1184143	AH637726	Customer Substation	45603	Erskineville Road, 21 - 23 NEWTOWN NSW 2042
Auto Consol 12285-162	I203718	Customer Substation	45762	Centenary Road, 27 - 29 NEWCASTLE NSW 2300
1/718510	W839551	Customer Substation	45764	Bulwer Street MAITLAND NSW 2320
CP/SP91142	AI957252	Customer Substation	45770	Gibbons Street, 7 - 9 REDFERN NSW 2016
51/843945	I368854	Customer Substation	45786	Tyrrell Street & Kokera Street Wallsend Shopping Plaza WALLSEND NSW 2287
2/611971	V905770	Customer Substation	45789	King Street NEWCASTLE NSW 2300
100/703634	W370621	Customer Substation	45791	Glenelg Street RAYMOND TERRACE NSW 2324
1/399228	V272037	Customer Substation	45792	James Street TORONTO NSW 2283
112/1073595	E264969	Customer Substation	45795	Curdie Street BELMONT NSW 2280

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/749729A; 1/749729B	J349716	Customer Substation	45798	Hunter Street, 169 - 185 NEWCASTLE NSW 2300
CP/SP90268	AI941481	Customer Substation	45816	Bourke Street, 830 - 840 WATERLOO NSW 2017
351/1976	6421194	Kiosk Substation Easement	45841	Dover Road WAMBERAL NSW 2260
CP/SP87249	AI157550	Customer Substation	46214	Wellington Road, 34 - 36 WATERLOO NSW 2017
100/1198439	AI901981	Customer Substation	46236	Woodville Street, 13 - 17 HURSTVILLE NSW 2220
CP/SP90263	AI796611	Customer Substation	46244	Pacific Highway, 545 - 553 ST LEONARDS NSW 2065
CP/SP89828	AI461474	Customer Substation	46273	Ross Street FOREST LODGE NSW 2037
CP/SP89471	AI174165	Customer Substation	46310	Kitchener Parade, 17 BANKSTOWN NSW 2200
2/1189591	AI201339	Customer Substation	46339	Military Road, 710 MOSMAN NSW 2088
CP/SP89840	AI618147	Customer Substation	46481	Turner Road, 29 BEROWRA HEIGHTS NSW 2082
CP/SP89685	AI532067	Customer Substation	46503	Pacific Highway, 156 - 158 NORTH SYDNEY NSW 2060
CP/SP92467	AK194730	Customer Substation	46533	Anglo Road, 13 - 15 CAMPSIE NSW 2194
CP/SP86807	AJ137685	Customer Substation	46541	O'dea Avenue, 30 - 36 WATERLOO NSW 2017
CP/SP90537	AJ38065	Customer Substation	46544	Hill Road, 41 - 45 WENTWORTH POINT NSW 2127

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP87411	AJ27168	Customer Substation	46549	Pacific Highway, 239 - 247 NORTH SYDNEY NSW 2060
CP/SP90664; CP/SP90665	AJ644959	Customer Substation	46597	Forest Road, 127 - 141 HURSTVILLE NSW 2220
CP/SP89914	AJ83566	Customer Substation	46640	Coulson Street, 1 A ERSKINEVILLE NSW 2043
2/1201528; CP/SP91325	AJ265905	Customer Substation	46666	Pelican Street, 23 - 25 SURRY HILLS NSW 2010
CP/SP90402	AI958258	Customer Substation	46667	Hutchinson Walk, 1 ZETLAND NSW 2017
100/1190117	AJ214844	Customer Substation	46670	Defries Avenue, 2 - 4 ZETLAND NSW 2017
3/1206161	AJ417968	Customer Substation	46698	Mcgill Street, 120 LEWISHAM NSW 2049
CP/SP91256	AJ286978	Customer Substation	46704	Bay Street, 16 - 22 DOUBLE BAY NSW 2028
CP/SP91349	AJ593074	Customer Substation	46742	Beaconsfield Street, 79 - 87 SILVERWATER NSW 2127
CP/SP87583	AI541216	Customer Substation	46746	Chapel Road, 443 - 445 BANKSTOWN NSW 2200
1/1213767A; 1/1213767B	AK253423	Customer Substation	46778	Dalley Street, 4 Sydney Nsw 2000
201/1204419	AJ579926	Customer Substation	46789	Defries Avenue, 14 ZETLAND NSW 2017
CP/SP92852; CP/SP92854	AK315299	Customer Substation	46803	Forest Road, 458 - 460 (And 1b Pearl Street) Hurstville Nsw 2220
CP/SP87582	AJ651673	Customer Substation	46811	Broughton Street, 8 CANTERBURY NSW 2193

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP90440	AJ273348	Customer Substation	46812	Station Street, 23 - 26 KOGARAH NSW 2217
7/1142053	AJ248252	Customer Substation	46819	Kensington Street CHIPPENDALE NSW 2008
CP/SP92239	AJ926891	Customer Substation	46904	Mcevoy Street 40-46 WATERLOO NSW 2017
3/1216316	AK309572	Customer Substation	46905	Kent Road 19-33 Mascot Nsw 2067
101/1204946	AJ915212	Customer Substation	46920	Headland Park MILLERS POINT NSW 2000
1/1206839; CP/SP91242	AJ699427	Customer Substation	46952	65 Cowper Wharf Road, WOOLLOOMOOLOO NSW 2011
CP/SP92500	AJ979332	Customer Substation	46971	Rocky Point Road, 183 - 191 RAMSGATE NSW 2217
1/555654	AK151829	Customer Substation	46974	New South Head Road, 377 DOUBLE BAY NSW 2028
1/594621	9694606	Customer Substation	35159; 12026	Thomas Street & Mary Ann & Jones Streets ULTIMO NSW 2007
CP/SP 93411	AK296440	Customer Substation	47192	Ross Street, (Harold Park P4b) Forest Lodge Nsw 2037
102/624798	5433125	Customer Substation	47194	Marquet Street, 29 – 33102/
CP/SP93555	AK386688	Customer Substation	47196	Charles Street, 1 - 3 Canterbury Nsw 2193
11/1214455; CP/SP92562	AJ995511	Customer Substation	47258	Gerrale Street, 19 - 21 CRONULLA NSW 2230

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/1221266	AK232676	Customer Substation	47262	Kiaora Lane DOUBLE BAY NSW 2028
52/612864	T705693	Customer Substation	47416	Bull Street, 125 NEWCASTLE WEST NSW 2302
CP/SP91436	AJ671659	Customer Substation	47431	Danks Street 17-19 WATERLOO NSW 2017
CP/SP93440	AK453167	Chamber Substation	47450	Chisholm Street, 2 Wolli Creek NSW 2205
2/1216316	AK309566	Customer Substation	47488	Kent Road, 19 - 33 Mascot NSW 2020
5/1216316	AK313067	Customer Substation	47491	Kent Road, 19 - 33 Mascot NSW 2020
CP/SP92689	AK55760	Customer Substation	47575	Princes Highway, 582 - 586 ROCKDALE NSW 2216
CP/SP93105	AK298481	Customer Substation	47598	Coulson Street Erskineville Nsw 2043
CP/SP92685	AK111778	Customer Substation	47624	Greek Street 43-47 GLEBE NSW 2037
CP/SP90201	AK352406	Customer Substation	47718	Cleveland Street 267-271 Redfern Nsw 2016
CP/SP92632	AJ893864	Customer Substation	47810	Ross Street FOREST LODGE NSW 2037
CP/SP90867	AK367002	Customer Substation	47853	Elizabeth Street, 517- 527 Surry Hills Nsw 2010
3/4799; 4/4799	AK396371	Chamber Substation	47911	Barratt Street, 2-2a Hurstville NSW 2220
2/804753	AA486203	Customer Substation	16379; 31639	Barcom Avenue (St Vincent's Hospital) DARLINGHURST NSW 2010

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/81210; 4/537339; 3/230355	8705819	Customer Substation	6747; 41994	Coward Street, 273a MASCOT NSW 2020 & Kent Road, 78 - 86 MASCOT NSW 2020
CP/SP64146	8971890	Customer Substation	16630;32400	Talavera Road NORTH RYDE NSW 2113
10/801770	5729989	Customer Substation	16384; 16385; 16386	Sussex Street, Market & Druiitt Streets SYDNEY NSW 2000
301/873212	8835928	Customer Substation	16494; 16467; 16477	Pymont Street PYRMONT NSW 2009
Auto Consol 9276-192	AD910333	Customer Substation	8632; 41031	Oxford Creek Road West OXFORD FALLS NSW 2100
CP/SP60182; CP/SP54721; CP/SP51517	AA621302	Customer Substation	16484; 17692; 16440	South Dowling Street, 793 - 805 & Bourke Street Moore Park, 780 REDFERN NSW 2016
10/1179388	7976156	Customer Substation	17474; 33606	O'Riordan Street, 91 ALEXANDRIA NSW 2015; Bourke Road, 170 ALEXANDRIA NSW 2015
CP/SP73802	AA692070	Customer Substation	17765; 35874	Gardeners Road, 635 - 637 MASCOT NSW 2020 & Church Avenue (Rear Of 631 Gardeners Road) MASCOT NSW 2020
104/836610A; 104/836610B	AB964312	Customer Substation	16400; 40320	Bridge, Phillip, Young & Bent Streets SYDNEY NSW 2000
CP/SP56722	6684020	Zone Substation	THE OWNERS - STRATA PLAN NO. 56722	Hampden Street, 35 - 39 BEVERLY HILLS NSW 2209

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
1/1011876	7456176	Customer Substation	30514; 30515	Dane Drive GOSFORD NSW 2250; Alfred Higgs Place (Pacific Highway) GOSFORD NSW 2250
10/1036457	6985913	Customer Substation	30526; 30527	Mars Road, 67 LANE COVE NSW 2066
3/1020108	8453413	Customer Substation	30538; 30537	Eden Park Drive, 3a (Macquarie Park) NORTH RYDE NSW 2113
Auto Consol 5813-83	8309905	Customer Substation	30986; 30987	King Street CANTERBURY NSW 2193
55/1014625	9209689	Customer Substation	31629; 31656	King Street DARLING HARBOUR NSW 2000
1/1047949	7715229	Customer Substation	16472; 16488; 30553	George Street & Cnr Pitt Street SYDNEY NSW 2000
20/835715	AB127891	Customer Substation	31837; 31838	George Street, 580 SYDNEY NSW 2000
12/876736	8315823	Customer Substation	32255; 32256	Richardson Place, 3a NORTH RYDE NSW 2113
1/119519	AA804356	Customer Substation	32487; 32488	Kareena Road North CARINGBAH NSW 2229
Vol 8661 Folio 220/A; Vol 8661 Folio 220/B	AB27152	Customer Substation	32804; 32805	Florence Lane HORNSBY NSW 2077
56/773763	8209786	Customer Substation	31893; 33908	Australia Avenue, 2 HOMEBUSH NSW 2140
1/839399	AA179129	Customer Substation	33072; 33073	Harris Street, 700 ULTIMO NSW 2007

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
9/1046092	9572069	Customer Substation	33858; 33152	Waterloo Road, 82 - 84 NORTH RYDE NSW 2113
CP/SP69440; 1/791453B; 1/791453A	8418954	Customer Substation	16795; 16796; 16797; 16798	Park Road REGENTS PARK NSW 2143
CP/SP53194	8321153	Customer Substation	16444; 16446; 16850; 17631	Dalmeny Avenue, 83 - 93 ROSEBERY NSW 2018
100/1035650	AB417482	Customer Substation	16652; 17414; 34070	Arthur Street, 145 - 151 FLEMINGTON NSW 2140
2/1014894; 3/1014894	AA946209	Customer Substation	34279; 34278	Talavera Road, 7 - 13 NORTH RYDE NSW 2113
3/1065657	9602323	Customer Substation	34431; 34432	Rothschild Avenue, 1 - 55 ROSEBERY NSW 2018
100/866098	AB279383	Customer Substation	34393; 35449	Carillon Avenue, 90 & Aylesbury Street CAMPERDOWN NSW 2050
1101/1061735	AA748883	Customer Substation	36104; 36105	Gardeners Road, 494 - 504 ALEXANDRIA NSW 2015
1/1060087	AG126649	Customer Substation	73262	Steel Street, 23 NEWCASTLE WEST NSW 2302
1/1147734	AB160705	Customer Substation	35549; 40227	Pacific Highway KANWAL NSW 2259
CP/SP88677	AE554875	Customer Substation	40738; 43245	Albert Avenue, Thomas Street & Victoria Avenue (Chatswood Interchange) CHATSWOOD NSW 2067

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
Auto Consol 8641-209	AC939412	Customer Substation	8896; 39617; 39889	Slough Avenue SILVERWATER NSW 2128 & Slough Business Estate, Unit 25 and Unit 26 SILVERWATER NSW 2128
100/1190494B; 100/1190494A; 100/1190494C	AI467817	Customer Substation	44474; 44475	Talavera Road, 55 - 61 MACQUARIE PARK NSW 2113
527/752035	AJ543686	Customer Substation	44799; 44800	Talavera Road, 21 MACQUARIE PARK NSW 2113
202/1204419	AJ579921	Customer Substation	45864; 45863	Defries Avenue, 10 - 12 ZETLAND NSW 2017
CP/SP90013	AK125672	Customer Substation	46844; 46843	Deane Street, 9 - 15 BURWOOD NSW 2134
104/1209312	AK129012	Customer Substation	47813; 47812	Belmore Street, 27 - 31 BURWOOD NSW 2134
100/1190494A; 100/1190494B; 100/1190494C	9875957	Customer Substation	15716; 7625; 7626; 34806; 31668	Waterloo Road & Herring Road (Macquarie Shopping Centre) NORTH RYDE NSW 2113
12/1048563	AA602254	Customer Substation	17799; 38080; 38082; 38083	Park Street, 2 & George Street SYDNEY NSW 2000
1/1183173B; 1/1183173A	AI547192	Customer Substation	45176; 45178; 45177	Castlereagh Street, 161 SYDNEY NSW 200
2/804776	7536414	-	-	-
12/610938	AD602726	-	-	-
CP/SP47484	AK482930	Customer Substation	8712	Biloela Street 76, Villawood NSW 2163

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP88827	AK482463	Customer Substation	7367	Pacific Highway NORTH SYDNEY NSW 2060
CP/SP90850	AK844654	Customer Substation	47834	Forrest Road 294- 298 BEXLEY NSW 2207
CP/SP94060	AK698411	Customer Substation	47823	Parramatta Road 172-176, HOMEBUSH NSW 2014
3/1013500	BK 3352 NO 685	Network Substation	1845	Waterview Street BALMAIN NSW 2041
101/850653	BK 3244 NO 974	Customer Substation	6502	Normanby Road AUBURN NSW 2144
2/594824	BK 3189 NO 690	Customer Substation	6964	Pennant Hills Road NORMANHURST NSW 2077
4/986845	BK 3691 NO 238	Customer Substation	7147	Parsons Street ROZELLE NSW 2039
CP/SP32449	BK 3690 NO 683	Customer Substation	7194	Roseberry Avenue BALGOWLAH NSW 2093
2/709175	BK 3263 NO 711	Customer Substation	7935	Euston Road, 122 ALEXANDRIA NSW 2015
2790/46565	BK 3603 NO 610	Customer Substation	12316	Crozier Road BELROSE NSW 2085
474/95266	BK 3340 NO 416	Customer Substation	18571	Girling Street ISLINGTON NSW 2296
28/975391	BK 3875 NO 34	Customer Substation	8933; 8937	Jirramba Avenue SARATOGA NSW 2251
B/159379	BK 4252 NO 76	Customer Substation	16578	Parramatta Road, 241 AUBURN NSW 2144
1/996707	BK 3378 NO 815	Customer Substation	8135	Roslyn Gardens RUSHCUTTERS BAY NSW 2011

Lease Annexure A Distribution Network Lease

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
CP/SP43996	BK 3202 NO 882	Customer Substation	8097	Pine Lane CHIPPENDALE NSW 2008
1/585660	BK 3258 NO 895	Customer Substation	8059	Murray Street WATERLOO NSW 2017
7028/1077148	BK 4411 NO 758	Customer Substation	8047	Shakespeare Place & Macquarie Street SYDNEY NSW 2000
CP/SP67869	BK 3330 NO 866	Customer Substation	8018	Little Riley Street SURRY HILLS NSW 2010

Lease Annexure A Distribution Network Lease

Part 3 – Freehold Land (Non-Network Leased Land)

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
2		270714	-	-	Broadcast Way 1 ARTARMON
1		541631	Vacant Land	165	Shaft Street 2 & Cnr Holker SILVERWATER
8 Concurrent Lease	A	3505	District (support) Establishment	1189	Bridge Road 51 - 57 & Denison Street HORNSBY
B		324378	District (support) Establishment	1189	Bridge Road 51 - 57 & Denison Street HORNSBY
C		357216	District (support) Establishment	1189	Bridge Road 51 - 57 & Denison Street HORNSBY
D		357216	District (support) Establishment	1189	Bridge Road 51 - 57 & Denison Street HORNSBY
C		416795	District (support) Establishment	1189	Bridge Road 51 - 57 & Denison Street HORNSBY
D		416795	District (support) Establishment	1189	Bridge Road 51 - 57 & Denison Street HORNSBY
4		503347	District (support) Establishment	1189	Bridge Road 51 - 57 & Denison Street HORNSBY
1		504079	District (support) Establishment	1189	Bridge Road 51 - 57 & Denison Street HORNSBY
2		559487	Region Establishment	1554	Judd Street 33 - 45 OATLEY
4 Concurrent Lease		559487	Region Establishment	1554	Judd Street 33 - 45 OATLEY
1		549941	District (support) Establishment	2473	Constitution Road West 71 - 85 MEADOWBANK
1		850686	Region Establishment	3100	Joynton Avenue 130 ZETLAND
B		368131	Depot	9648	James Street 12 Nr Canterbury Road SUMMER HILL
421		812645	Depot	15774	Railway Parade 1 & George Street BELMONT
1		402379	Depot	15779	Roberts Street 6 CHARLESTOWN
11		855023	Miscellaneous Establishment	15791	Pacific Highway 340 SWANSEA

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
41 Concurrent Lease		1042026	Miscellaneous Establishment	15791	Pacific Highway 340 SWANSEA
10		747038	Office Building	15842	Newcastle Road 145 WALLSEND
2		515295	Depot	15867	Green Street 84 RUTHERFORD
1704 Concurrent Lease		1141537	Depot	15867	Green Street 84 RUTHERFORD
100		1159186	Depot	15872	Bettington Street 175 - 177 MERRIWA
203		41451	Depot	15879	Lemon Tree Passage Road 4 & 4a SALT ASH
211		728994	Depot	15879	Lemon Tree Passage Road 4 & 4a SALT ASH
186		753192	Depot	15879	Lemon Tree Passage Road 4 & 4a SALT ASH
205 Concurrent Lease		873983	Office Building	41188	Pioneer Avenue 14 TUGGERAH
11 Concurrent Lease		790470	Miscellaneous Establishment	42526	Kangoo Road 33 SOMERSBY
1354		1168212	Depot	42603	Magpie Street 44 - 46 SINGLETON
1 Concurrent Lease		1135829	Training Complex	42928	Holker Street 48 - 50 SILVERWATER
1005		1140109	Depot	42987	Brunker Road 36e POTTS HILL
200		1160458	Depot	43011	Carter Street 9 - 13 LIDCOMBE
10		1222062	Depot	43433	Ourimbah Creek Road 7 - 17 & OURIMBAH
15		270596	Depot	43665	Woodland Way 1 -11 & Mundowi Rd 8 - 20 MOUNT KURING-GAI
3		251324	Commercial Building	43884	Kayuga Close 4 & Strathmore Rd 18 - 20 CAVES BEACH
7		251324	Commercial Building	43884	Kayuga Close 4 & Strathmore Rd 18 - 20 CAVES BEACH

Lease Annexure A Distribution Network Lease

Lot Number	Section Number	Plan Number	Usage	PMIS	Address
8		251324	Commercial Building	43884	Kayuga Close 4 & Strathmore Rd 18 - 20 CAVES BEACH

Part 4 – Head Leases and Leasehold Land (Non-Network Leased Land)

	Head Lease registered no.	Usage	PMIS	Address
1/231095	AI582088	Office Building	3046	George Street, 570 & Bathurst St, 80 SYDNEY NSW 2000
100/611682	AG555022	Office Building	42819	Church Street, 15 - 17 1st Floor MAITLAND NSW 2320
1/591747	AK719147	Office Building	43044	Frederick Street, 12 Unit A & Unit 3 ST LEONARDS NSW 2065

Lease Annexure A Distribution Network Lease

Schedule 3

Old System Leases

Part 1 Network Leased Land

Folio Identifier(s)	Head Lease registered no.	Usage	PMIS	Address
10/244177	BK 3306 NO 243	Customer Substation	6434	Alexander Street AUBURN NSW 2144
2/152685	BK 3736 NO 640	Customer Substation	6493	John Street LIDCOMBE NSW 2141
1/883213	BK 3371 NO 205	Customer Substation	6917	Britannia Street PENNANT HILLS NSW 2120
1/734965	BK 3220 NO 822	Customer Substation	6955	Osborn Road NORMANHURST NSW 2077
22/825400	BK 3655 NO 463	Customer Substation	7100	Epping Road LANE COVE WEST NSW 2066
1/795267	BK 3479 NO 137	Customer Substation	7105	Longueville Road LANE COVE NSW 2066
1/209059	BK 3665 NO 240	Customer Substation	7155	St Johns Road GLEBE NSW 2037
13/738232	BK 3184 NO 807	Customer Substation	7597	Parsonage Street RYDE NSW 2112
1/874438	BK 3728 NO 163	Customer Substation	7792	Bay Road ULTIMO NSW 2007
CP/SP88747; 2/1188815	BK 3563 NO 818	Customer Substation	7811	Botany Road WATERLOO NSW 2017
1108/48839	BK 3726 NO 228	Customer Substation	7827	Miller Street NORTH SYDNEY NSW 2060
1/137172	BK 4003 NO 36	Customer Substation	7854	Carillon Avenue NEWTOWN NSW 2042
1/999921; 2/999921	BK 3653 NO 144	Customer Substation	7901	Dangar Place CHIPPENDALE NSW 2008

Lease Annexure A Distribution Network Lease

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

Part 2 Non-Network Leased Land

None

Lease Annexure A Distribution Network Lease

Schedule 4**Unregistered Leases****Part 1 Network Leased Land**

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

Part 2 Non-Network Leased Land

None

Schedule 5**Existing Non-Network Assets**

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

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

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

Lease Annexure A Distribution Network Lease

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Schedule 6**Contractual Licences as at the Commencement Date****1 Contractual licences**

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

Lease Annexure A Distribution Network Lease

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

Lease Annexure A Distribution Network Lease

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

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

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

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

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

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

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

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

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

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

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

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

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2. Contractual Licences - Special Access Arrangements

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

Office of the Registrar-General / SEC:INLOIFACK / REL:INLOIFACKS:10661 Sharma

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Schedule 7

Sublease Deed

Ausgrid

Ausgrid Asset Partnership

The partners of Ausgrid Asset Partnership in their personal capacities

Ausgrid Operator Partnership

The partners of Ausgrid Operator Partnership in their personal capacities

Sublease Deed

EXECUTION VERSION

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This Deed is made on**Parties**

- 1 Ausgrid (ABN 67 505 337 385) (the **Lessor**);
- 2 Ausgrid Asset Partnership (ABN 48 622 605 040) of Level 33, 50 Lonsdale Street, Melbourne VIC 3000, a partnership carried on under that name by:
 - (a) Blue Asset Partner Pty Ltd (ACN 615 217 493) of Level 33, 50 Lonsdale Street, Melbourne VIC 3000 as trustee for Blue Asset Partner Trust (**Private Sublessor**);
 - (b) ERIC Alpha Asset Corporation 1 Pty Ltd (ACN 612 974 044) of C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000 as trustee for ERIC Alpha Asset Trust 1 (**ERIC Sublessor 1**);
 - (c) ERIC Alpha Asset Corporation 2 Pty Ltd (ACN 612 975 023) of C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000 as trustee for ERIC Alpha Asset Trust 2 (**ERIC Sublessor 2**);
 - (d) ERIC Alpha Asset Corporation 3 Pty Ltd (ACN 612 975 032) of C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000 as trustee for ERIC Alpha Asset Trust 3 (**ERIC Sublessor 3**); and
 - (e) ERIC Alpha Asset Corporation 4 Pty Ltd (ACN 612 975 078) of C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000 as trustee for ERIC Alpha Asset Trust 4 (**ERIC Sublessor 4**),
 (the **Sublessor**).
- 3 The following, each in their personal capacity:
 - (a) Private Sublessor;
 - (b) ERIC Sublessor 1;
 - (c) ERIC Sublessor 2;
 - (d) ERIC Sublessor 3; and
 - (e) ERIC Sublessor 4.
- 4 Ausgrid Operator Partnership (ABN 78 508 211 731) Level 33, 50 Lonsdale Street, Melbourne VIC 3000, a partnership carried on under that name by:
 - (a) Blue Op Partner Pty Ltd (ACN 615 217 500) of Level 33, 50 Lonsdale Street, Melbourne VIC 3000 as trustee for Blue Op Partner Trust (**Private Sublessee**);
 - (b) ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) of C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000 as trustee for ERIC Alpha Operator Trust 1 (**ERIC Sublessee 1**);
 - (c) ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975 121) of C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000 as trustee for ERIC Alpha Operator Trust 2 (**ERIC Sublessee 2**);
 - (d) ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) of C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000 as trustee for ERIC Alpha Operator Trust 3 (**ERIC Sublessee 3**); and
 - (e) ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) of C/O NSW Treasury, 52 Martin Place, Sydney, NSW 2000 as trustee for ERIC Alpha Operator Trust 4 (**ERIC Sublessee 4**);

Sublessee 4),
(the **Sublessee**).

5 The following, each in their personal capacity:

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

Recitals

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

It is agreed as follows.

1 Interpretation and other matters

1.1 Asset Partnership

- (a) This clause 1.1 applies if the Sublessor comprises a partnership. If the Sublessor is not a partnership, this clause 1.1 will cease to apply and any references to Sublessor Partners in this Deed will no longer apply.
- (b) Subject to paragraph (d):
 - (i) the obligations, undertakings, covenants, warranties, indemnities and liabilities of the Sublessor under this Deed bind all the Sublessor Partners jointly and severally; and
 - (ii) this Deed binds and will continue to bind the Sublessor Partners jointly and severally despite the dissolution, or any change at any time in the constitution, of the Asset Partnership, or any change at any time in the Law regarding partnerships, and, in respect of accrued rights and liabilities as between the Sublessee or the Lessor (on the one hand) and a Sublessor Partner (on the other), will continue to bind that Sublessor Partner even if an entity ceases to be a Sublessor Partner.
- (c) All references to the Sublessor in:
 - (i) the definitions of Additional Network Assets, Additional Network Land and Associate (as incorporated into this Deed by virtue of clause 1.3); and
 - (ii) clauses 3(h) (Distribution Network Lease), 10.4 (Sublease Deed), 14 (Confidentiality) and 30 (Governing law and jurisdiction),

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will be read as including a reference to all Sublessor Partners jointly in partnership and to each Sublessor Partner severally.

- (d) Paragraph (b) has no application to clauses 1.7 (Trustee Party capacity) and 18.1 and 18.3 (Representations and warranties). Those clauses bind the Sublessor Partnership or the Sublessor Partners (as the case may be) on their specific terms.
- (e) Except where expressly stated otherwise, where any provision of this Deed requires or contemplates:
 - (i) the consent, approval or agreement of, or direction by, the Sublessor for a matter, the consent, approval or agreement of, or direction by, any Sublessor Partnership Representative will be deemed to constitute the consent, approval or agreement of, or direction by, all Sublessor Partners; or
 - (ii) the Sublessor meeting or conferring with the Sublessee or the Lessor, then attendance, and decisions made, by any Sublessor Partnership Representative will be deemed to constitute attendance, and decisions made, by all Sublessor Partners.
- (f) The Sublessee and the Lessor:
 - (i) are each entitled to seek information from or give notices and directions to any Sublessor Partnership Representative (on behalf of the Sublessor) and, except where expressly stated otherwise, are not required to seek information or give notices or directions to each individual Sublessor Partner; and
 - (ii) need not inquire whether the Sublessor Partners (individually or collectively) have authorised the Sublessor Partnership Representative to do anything contemplated under this Deed. Without limitation, in the absence of actual knowledge to the contrary, the Sublessee and the Lessor are each entitled to assume that each of the Sublessor Partners have irrevocably:
 - (A) appointed the Sublessor Partnership Representative to act as the Sublessor's representative under this Deed;
 - (B) authorised the Sublessor Partnership Representative to receive notices, give notices and directions and provide any information required to be given by the Sublessor under this Deed; and
 - (C) agreed that any action of the Sublessor Partnership Representative binds each of them.

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

- (iii) paragraphs (e) and (f)(i) and (ii) will apply such that any of the Sublessor Partners at any time is deemed to be the Sublessor Partnership Representative; except that
- (iv) any information sought from the Sublessor, or notice or direction given by the Lessor or the Sublessee to the Sublessor, shall be sought from or given to each Sublessor Partner.

1.2 Operator Partnership

- (a) This clause 1.2 applies if the Sublessee comprises a partnership. If the Sublessee is not a partnership, this clause 1.2 will cease to apply and any references to Sublessee Partners in this Deed will no longer apply.
- (b) Subject to paragraph (d):

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- (i) the obligations, undertakings, covenants, representations, warranties, indemnities and liabilities of the Sublessee under this Deed bind all the Sublessee Partners jointly and severally; and
 - (ii) this Deed binds and will continue to bind the Sublessee Partners jointly and severally despite the dissolution, or any change at any time in the constitution, of the Operator Partnership, or any change at any time in the Law regarding partnerships, and, in respect of accrued rights and liabilities as between the Sublessor or the Lessor (on the one hand) and a Sublessee Partner (on the other), will continue to bind that Sublessee Partner even if an entity ceases to be a Sublessee Partner.
- (c) All references to the Sublessee in:
- (i) the definitions of Additional Network Assets, Additional Network Land, Associate and Partnership Group (as incorporated into this Deed by virtue of clause 1.3); and
 - (ii) clauses 4.3 (Telecommunications Services), 4.6(a) (New Network Technologies), 6 (Power of Attorney), 10 (Security Interests, Assignments, Subletting and Change of Control), 14 (Confidentiality) and 30 (Governing law and jurisdiction),
- will be read as including a reference to all Sublessee Partners jointly in partnership and to each Sublessee Partner severally.
- (d) Paragraph (b) has no application to clauses 1.7 (Trustee Party capacity) and 18.1 and 18.3 (Representations and warranties). Those clauses bind the Sublessee Partnership or the Sublessee Partners (as the case may be) on their specific terms.
- (e) Except where expressly stated otherwise, where any provision of this Deed requires or contemplates:
- (i) the consent, approval or agreement of, or direction by, the Sublessee for a matter, the consent, approval or agreement of, or direction by, any Sublessee Partnership Representative will be deemed to constitute the consent, approval or agreement of, or direction by, all Sublessee Partners; or
 - (ii) the Sublessee meeting or conferring with the Sublessor or the Lessor, then attendance, and decisions made, by any Sublessee Partnership Representative will be deemed to constitute attendance, and decisions made, by all Sublessee Partners.
- (f) The Sublessor and the Lessor:
- (i) are each entitled to seek information from or give notices and directions to any Sublessee Partnership Representative (on behalf of the Sublessee) and, except where expressly stated otherwise, are not required to seek information or give notices or directions to each individual Sublessee Partner; and
 - (ii) need not inquire whether the Sublessee Partners (individually or collectively) have authorised the Sublessee Partnership Representative to do anything contemplated under this Deed. Without limitation, in the absence of actual knowledge to the contrary, the Sublessor and the Lessor are each entitled to assume that each of the Sublessee Partners have irrevocably:
 - (A) appointed the Sublessee Partnership Representative to act as the Sublessee's representative under this Deed;

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- (B) authorised the Sublessee Partnership Representative to receive notices, give notices and directions and provide any information required to be given by the Sublessee under this Deed; and
- (C) agreed that any action of the Sublessee Partnership Representative binds each of them.

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

- (iii) paragraphs (e) and (f)(i) and (ii) will apply such that any Sublessee Partner at any time is deemed to be the Sublessee Partnership Representative; except that
- (iv) any information sought from the Sublessee, or notice or direction given by the Lessor or the Sublessor to the Sublessee, shall be sought from or given to each Sublessee Partner.

1.3 Distribution Network Lease definitions

Terms used in this Deed, including in the Recitals, that are defined in clause 1.2 of the Distribution Network Lease have the same meaning as in the Distribution Network Lease unless those terms are defined in this Deed or the context requires otherwise. For the avoidance of doubt, references to the Lessee and Permitted Sublessee in such defined terms in the Distribution Network Lease will be read as references to the Sublessor and Sublessee, respectively, when applied in this Deed.

1.4 Definitions

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

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

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

Distribution Network Lease means the Distribution Network Lease between the Lessor and the Sublessor (as the Lessee) dated on or about the date of this Deed.

Operator Partnership means the partnership carried on under that name under the Operator Partnership Deed, or such other partnership which acquires the interest of the Sublessee under this Deed consistently with its terms.

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

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

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

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

Sublessee Partner means a partner in the Operator Partnership. As at the Commencement Date, the following entities are Sublessee Partners:

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

- (e) ERIC Sublessee 4.

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

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

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

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

Sublessor Partner means a partner in the Asset Partnership. As at the Commencement Date, the following entities are Sublessor Partners:

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

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

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

1.5 Interpretation

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

1.6 Consents or approvals

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

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

1.7 Trustee Party capacity

- (a) The entities that enter into and perform this Deed as trustee of a trust (*Trustee Parties*) do so in that, and in no other, capacity.
- (b) Subject to clause 1.7(d), any liability of a Trustee Party arising under or in connection with this Deed is limited to the extent to which that Trustee Party is entitled to be indemnified for that liability out of the assets of the relevant trust.
- (c) Subject to clause 1.7(d), no person will be entitled to:
 - (i) claim from or commence proceedings against a Trustee Party in respect of any Loss under this Deed in any capacity other than as the trustee of the relevant trust;
 - (ii) seek the appointment of an Insolvency Official to any assets of the relevant trust, or prove in any liquidation, administration or arrangement of or affecting a Trustee Party, except in relation to the assets of the relevant trust; or
 - (iii) enforce or seek to enforce any judgment in respect of a Loss under this Deed against a Trustee Party in any capacity other than as trustee of the relevant trust.
- (d) The provisions of this clause 1.7 do not apply to any obligation or liability of a Trustee Party to the extent that it is not satisfied because there is (whether under the relevant trust deed or by operation of Law) a reduction in the extent, or an extinguishment, of the Trustee Party's indemnification out of the assets of the relevant trust as a result of:
 - (i) the Trustee Party's fraud, negligence or breach of trust;
 - (ii) the Trustee Party having acted beyond power or improperly in relation to the relevant trust; or
 - (iii) any act intended to reduce or extinguish the Trustee Party's indemnification out of the assets of the relevant trust.
- (e) Each Trustee Party represents and warrants that, and undertakes to ensure that:
 - (i) the Trustee Party's right of indemnity out of, and lien over, the assets of the relevant trust as at the Commencement Date are not, and will not be, limited in any way; and
 - (ii) the Trustee Party does not, and will not, have any liability which may be set off against that right of indemnity.
- (f) This clause 1.7 applies:
 - (i) despite any other provision of this Deed; and
 - (ii) to each Trustee Party severally and the obligations, undertakings, warranties and representations and liabilities under this clause 1.7 are several and not joint nor joint and several.

1.8 Lessor's consent

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

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

1.9 Equitable relief

Each of the Lessor, the Sublessor and the Sublessee:

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

1.10 Acknowledgements of State rights

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

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

1.11 Sublessee's Representatives

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

2 Sublease and Access Agreement

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

3 Distribution Network Lease

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

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

4 Sublessee obligations

4.1 Lessor's interest

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

4.2 Sublessee as operator

- (a) The Sublessee must at all times during the Sublease Term be the operator of the Leased Network for the purposes of the Regulatory Regime unless another person is authorised for that purpose with the written consent of the Lessor under clause 2.13 of the Distribution Network Lease or a Governmental Agency or a step-in operator is appointed to operate the Leased Network in accordance with Law.
- (b) The Sublessee must, and must ensure that any other person that is the operator consistent with paragraph (a) does, obtain, keep current and comply with all Authorisations and otherwise comply with all Laws that are required to be obtained, kept or complied with in order for the Sublessee or such entity to operate the Leased Network during the Sublease Term.

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4.3 Telecommunications services

- (a) The Sublessee must not use or permit the use of any part of the Leased Assets at any time during the Sublease Term to provide any Telecommunications Services unless:
- (i) at the time the Telecommunications Services are provided, and to the extent required by Law:
 - (A) the Sublessor, the Sublessee or a Partnership Group Entity holds and maintains a Carrier Licence; and
 - (B) a Nominated Carrier Declaration is in force in respect of such parts of the Leased Assets as are Network Units; or
 - (ii) the provision of the Telecommunications Services is otherwise authorised under the Telecommunications Act,
- and the provision of the Telecommunications Services does not cause the Lessor to be in breach of any Law (including section 42 of the Telecommunications Act).
- (b) If, during the Sublease Term, ACMA takes any regulatory, administrative or other action (**Action**) or threatens to take any Action that may affect or prejudice in any way the ability of the Sublessee to comply with this clause 4.3, the Sublessee must:
- (i) provide the Lessor with full details of the threatened or actual Action; and
 - (ii) permit the Lessor to contribute to any submission made to ACMA in response to that threatened or actual Action.

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

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

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

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

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

4.4 Records, information and inspection

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

4.5 Obligations at Lease End Date

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

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

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

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

4.6 New Network Technologies

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

4.7 Work Health and Safety

- (a) The Sublessee:
 - (i) acknowledges and agrees that, as between itself and the Lessor, the Sublessee has management and control of the Leased Land, the Leased Assets and the Network Land; and
 - (ii) it must ensure that, in respect of the Leased Land, the Leased Assets and the Network Land, the Sublessee complies with WHS Law.
- (b) The Lessor authorises the Sublessee to, and the Sublessee must:
 - (i) manage and control the Leased Land, the Leased Assets and the Network Land to the extent; and
 - (ii) undertake such steps as are,
 - necessary to discharge any responsibilities the Lessor may have under WHS Law, including any obligations imposed under a notice issued under WHS Law.

5 Exercise of statutory rights

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

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

6 Power of attorney

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

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

7 Condition

7.1 As is where is

- (a) The Sublessee acknowledges and agrees that, except as expressly provided in the Sale and Purchase Agreement the Leased Assets and the Leased Land are subleased to the Sublessee under the Sublease and Access Agreement in an 'as is where is' condition with all faults and defects, and no representation or warranty is given by the Lessor or the State (and the Sublessee acknowledges that it has made its own enquiries to its satisfaction) as to:
 - (i) the state or condition of the Leased Assets or the Leased Land;
 - (ii) the extent of the rights under the Private Easements, Easements in Gross, Contractual Licences and Statutory Rights and whether such rights are sufficient to enable the location on, above or under the land of, or access to, the Leased Network Assets; and
 - (iii) the status of compliance with any Laws or Authorisations or the requirements of any Governmental Agencies.
- (b) The Sublessee acknowledges and agrees that it takes a sublease of the Leased Assets and the Leased Land under the Sublease and Access Agreement, subject to:
 - (i) all and any outstanding notices, requisitions or requirements of Governmental Agencies which apply at the Commencement Date; and
 - (ii) any notices, requisitions or requirements of Governmental Agencies which may apply following the Commencement Date.

7.2 Exclusion of warranties

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

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

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

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

8 Guarantee

8.1 Guarantee and indemnity

The Sublessee:

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

8.2 Liability unaffected by other events

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

8.3 Continuing guarantee and indemnity

This clause 8:

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

9 Risk and Indemnities

9.1 Risk

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

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9.2 Indemnity and release

- (a) The Sublessee acknowledges and agrees that, at all times during the Sublease Term, and as between it and the Lessor, the Sublessee is subject to the same duty of care and other responsibilities with regard to persons and property to which the Sublessee would be subject if, during the Sublease Term, the Sublessee were the owner of the Leased Assets and the Leased Land (unencumbered by the Distribution Network Lease and the Sublease and Access Agreement), and were entitled and required (to the exclusion of the Lessor and the Sublessor) to exercise all the rights, and perform all the obligations, of the Lessor in relation to the Network Land.
- (b) The Sublessee:
 - (i) releases the Lessor and the State from any Loss which the Sublessee may incur or sustain by reason of:
 - (A) any act or omission of the Sublessor, a Sublessor Partner, the Sublessor's Representatives, a Sublessee Partner, any Sublessor Partnership Representative, the Sublessee, any Sublessee Partnership Representative or the Sublessee's Representatives;
 - (B) the performance of, or failure to perform, the Sublease and Access Agreement by the Sublessor or the Sublessee;
 - (C) the performance of, or failure to perform, the Distribution Network Lease by the Sublessor;
 - (D) the performance of, or failure to perform, this Deed by the Sublessor or the Sublessee; or
 - (E) the use, possession or occupation of the Leased Assets, the Leased Land or the Network Land by the Sublessor, a Sublessor Partner, the Sublessor's Representatives, any Sublessor Partnership Representative, the Sublessee, a Sublessee Partner, any Sublessee Partnership Representative, the Sublessee's Representatives, any Existing Tenant or any other person; and
 - (ii) indemnifies and must keep indemnified the Lessor and the State from and against all Losses of every kind that may be incurred or sustained, whether directly or indirectly, by the Lessor or the State in respect of or arising from or in any way connected with:
 - (A) the use, possession or occupation of the Leased Assets, the Leased Land or the Network Land by the Sublessee, a Sublessee Partner, any Existing Tenant or any other person;
 - (B) the Leased Assets or the Leased Land or any part of them or the possession, condition, management, operation, use, repair, maintenance, alteration, modification, change, addition or replacement of the Leased Assets or the Leased Land or any part of them;
 - (C) the design of, or a defect in, the Leased Assets or the Leased Land or any part of them;
 - (D) any negligent act or omission or wilful default on the part of the Sublessee, a Sublessee Partner or the Sublessee's Representatives;
 - (E) any failure by the Sublessee or a Sublessee Partner to comply with this Deed;

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

9.3 Indemnity continuing

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

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9.4 Insurance not to limit indemnity

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

9.5 No requirement for expense before enforcement of indemnity

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

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

- (a) Subject to clause 10.1(b), the Sublessee must not, without the prior consent of the Sublessor, create or allow to subsist a Security Interest (other than a Permitted Lien or other Permitted Security Interest) over any of its rights under the Sublease and Access Agreement or over any of its right, title or interest in the Leased Assets or the Leased Land or any part of them.
- (b) Notwithstanding clause 10.1(a) the Sublessee will not be in breach of this clause 10.1 by reason of a Security Interest arising or subsisting in accordance with the terms of an agreement or arrangement to which the Lessor:
 - (i) is a party; or
 - (ii) was a party prior to the Commencement Date where the terms of the agreement or arrangement that provide for the Security Interest were included in the agreement or arrangement prior to the Commencement Date and have not been amended on or after that date and the Security Interest is granted in favour of another party to that agreement or arrangement.
- (c) The Sublessee acknowledges that the Sublessor must not give its consent under clause 10.1(a) unless:
 - (i) the Sublessor has first obtained the consent of the Lessor under clause 23.3(d) of the Distribution Network Lease; or
 - (ii) the requirements of clause 23.3(e) of the Distribution Network Lease have been satisfied.

10.2 Permitted assignments

- (a) The Sublessee must not assign or transfer to any person any of its rights, interests and obligations in or under:
 - (i) the Leased Assets (or any part of them);
 - (ii) the Leased Land (or any part of it); or
 - (iii) the Sublease and Access Agreement,
 without the prior consent of the Sublessor, which the Sublessee acknowledges may only be given if the Lessor consents to such assignment or transfer under clause 23.3(a)(vii) of the Distribution Network Lease.
- (b) Without limiting the conditions to which the Lessor's consent, as referred to in clause 10.2(a), may be subject, the Lessor, the Sublessor and the Sublessee acknowledge and agree that one of those conditions may be that the assignee or transferee enters into a deed in the form of this Deed.

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10.3 Subletting

The Sublessee must not sublease, or grant a licence (other than a licence already granted by the Lessor and in existence as at the Commencement Date) in respect of, its interest in any part of the Leased Assets or the Leased Land without the prior consent of the Sublessor, which the Sublessee acknowledges may only be given:

- (a) if the Lessor consents to such sublease or licence under clause 23.3(a)(vii) of the Distribution Network Lease; or
- (b) where the sublease or licence is required by Law, in which case the Sublessor must consent to the sublease or licence, but only to the extent that the sublease or licence is required by Law.

10.4 Sublease Deed

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

10.5 Change of Control of Sublessee

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

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

11 Liability for termination of Distribution Network Lease or other leases

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

12 Assistance by Lessor**12.1 General**

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

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

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

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

12.2 Put and Call Option Agreements

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

- (a) promptly sign all documentation provided to the Lessor by the Sublessee, which may include documents necessary to effect any subdivision and transfer of that part of the Leased Land the subject of the Put and Call Option Agreement to the counterparty under the Put and Call Option Agreement and any associated registration of any variation or surrender of the Distribution Network Lease; and
- (b) provide all other reasonable assistance required by the Sublessee, to enable the Sublessee to exercise its rights or perform its obligations under a Put and Call Option Agreement and any contract contemplated by that Put and Call Option Agreement, provided that the Sublessee has certified in writing to the Lessor that the signing of any documentation is necessary for the Sublessee to exercise its rights or perform its obligations under the Put and Call Option Agreement and any contract contemplated by that Put and Call Option Agreement.

13 Payments

13.1 Obligation

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

13.2 Payment of payments

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

- (a) in immediately available and irrevocable funds to such bank account as the Lessor may notify to the Sublessee from time to time; and
- (b) inclusive of all duties and statutory charges and without any set off, deduction or withholding.

13.3 Default Interest

- (a) The Sublessee must pay to the Lessor or the State interest on any amount payable to the Lessor or the State which remains unpaid at the end of the date on which that amount is due for payment under this Deed (including interest payable under this clause 13.3).
- (b) Interest will accrue at the Default Rate on the outstanding amount on a daily basis from (and including) the date on which the amount became due and payable to the date the amount is paid in full both before and after judgment (as a separate and independent obligation).

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

13.4 No Abatement

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

14 Confidentiality**14.1 General Obligations**

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

14.2 Exceptions

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

- (a) by a Sublessor Partner to another Sublessor Partner or by a Sublessee Partner to another Sublessee Partner;
- (b) by the Lessor, Sublessor or Sublessee to:
 - (i) Related Bodies Corporate or Associates of the Lessor, Sublessor or Sublessee; or
 - (ii) the legal or other professional advisers, auditors, consultants, insurers, employees, contractors, officers and agents of any those entities identified in paragraph (b)(i),
 to the extent those persons in paragraphs (b)(i) or (ii) require the information for the purposes of:
 - (iii) this Deed, the Distribution Network Lease, the Sublease and Access Agreement (or any transactions contemplated by them);
 - (iv) in the case of Related Bodies Corporate or Associates of the Lessor, Sublessor or Sublessee:
 - (A) the Lessor's, Sublessor's or Sublessee's rights and obligations under this Deed (but only to the extent any such person has a legitimate need to know that information); or
 - (B) any such person's direct or indirect investment in the Lessor, the Sublessor or the Sublessee; or
 - (v) providing advice to the persons identified in paragraph (b)(i) in connection with those purposes;
- (c) of information which is at the time lawfully in the possession of the proposed Recipient of the information;
- (d) to credit ratings agencies which are requested to rate an entity (so that the Sublessor Partners and Sublessee Partners may comply with their obligations under the Partnership Deed or Operator Partnership Deed), or which are requested to rate a Related Body Corporate or Associate of the Sublessor or Sublessee;

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- (e) necessary to comply with any applicable Law, industrial instrument or legally binding order of any court or any Governmental Agency or applicable rules of any recognised public securities exchange applicable to the Lessor, Sublessor or Sublessee or their respective Related Bodies Corporate or Associates;
- (f) in the case of the Sublessor or Sublessee and their respective Related Bodies Corporate and Associates (and their respective professional advisers, auditors, consultants, insurers, employees, contractors, officers and agents), necessary:
 - (i) for the purpose of raising debt or equity capital under any public issuing document; or
 - (ii) to satisfy any obligation to their investors, members, sponsors or other persons having a direct or indirect interest in any of them,
 and provided that the Disclosing Party is notified of the proposed form and terms of the disclosures, and has had a reasonable opportunity to comment on such form and terms, and the Recipient has given reasonable consideration to the inclusion of any such comments;
- (g) required by an entity in connection with legal proceedings relating to this Deed, the Distribution Network Lease or the Sublease and Access Agreement or for the purpose of advising that entity in relation thereto;
- (h) of information which is at the time generally and publicly available other than as a result of breach of confidence by the Recipient in relation to that information or any party to whom the Recipient has disclosed any information;
- (i) to a bona fide proposed or prospective assignee or transferee of, or acquirer of, a direct or indirect interest in, the Recipient, or to that person's bona fide proposed or potential financiers, and their respective legal or other professional advisers, auditors, consultants, insurers, employees, contractors, officers and agents of that person or those financiers, provided that:
 - (i) those persons and financiers have a legitimate need to know that information in connection with the proposed or prospective assignment, transfer or acquisition; and
 - (ii) if requested by the Disclosing Party, the Recipient procures those persons and financiers execute a confidentiality deed in favour of the Disclosing Party prior to the disclosure of the information;
- (j) to an existing or bona fide proposed or prospective financier of the Lessor, Sublessor or Sublessee or their respective Related Bodies Corporate or Associates, or to that financier's legal or other professional advisers, auditors, consultants, insurers, employees, contractors, officers and agents, provided that:
 - (i) that financier and those persons have a legitimate need to know that information in connection with the proposed or prospective financing; and
 - (ii) if requested by the Disclosing Party, the Recipient procures that the proposed recipient of the information executes a confidentiality deed in favour of the Disclosing Party prior to the disclosure of the information; or
- (k) by the Lessor to the State or any Minister of the Crown in right of the State or any of its agencies or instrumentalities and their respective officers, employees and advisers.

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14.3 Notice

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

15 GST**15.1 GST to be added to amounts payable**

If GST is payable on a Taxable Supply made under, by reference to or in connection with this Deed, the party providing the Consideration for that Taxable Supply must also pay the GST Amount as additional Consideration. This clause 15.1 does not apply to the extent that the Consideration for the Taxable Supply is expressly stated to be GST inclusive.

15.2 Liability net of GST

Any reference in the calculation of Consideration, or of any indemnity, reimbursement or similar amount, to a cost, expense or other liability incurred by a party, must exclude the amount of any Input Tax Credit entitlement of that party in relation to the relevant cost, expense or other liability. A party will be assumed to have an entitlement to a full Input Tax Credit unless it demonstrates otherwise prior to the date on which the Consideration must be provided.

15.3 Timing of the payment of the GST Amount

The GST Amount is payable on the earlier of:

- (a) the first date on which all or any part of the Consideration for the Taxable Supply is provided; and
- (b) the date five Business Days after the date on which an Invoice is issued in relation to the Taxable Supply.

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

15.4 Revenue exclusive of GST

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

15.5 Cost exclusive of GST

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

15.6 Adjustment Event

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

payment will be made by the recipient to the supplier or by the supplier to the recipient, as the case requires. The supplier must issue an Adjustment Note for the Adjustment Event.

15.7 GST Group

If a party is a member of a GST Group, references to GST which the party must pay, and to Input Tax Credits to which the party is entitled, include GST which the representative member of the GST Group must pay and Input Tax Credits to which the representative member of the group is entitled.

15.8 Non-monetary Consideration

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

- (a) the provision of the non-monetary consideration is also a Taxable Supply; and
- (b) the non-monetary consideration has the same GST inclusive market value as the Taxable Supply for which it is non-monetary consideration,

then:

- (c) the supplier must provide the recipient with a Tax Invoice which states the GST inclusive market value of the non-monetary consideration; and
- (d) the non-monetary consideration for the Taxable Supply is GST inclusive for the purposes of this clause 15.8.

15.9 Sublessee makes acquisitions on behalf of Lessor

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

15.10 Recipient created tax invoices

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

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

15.11 Definitions

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

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- (c) In addition to its meaning as defined in the GST Act, Taxable Supply includes, where relevant, a part of a Taxable Supply that is treated under section 156-5 of the GST Act as if it were a separate supply.

15.12 Partnership capacity

Any reference to a supply or acquisition by a party, or to a party providing consideration, includes a supply, acquisition or the provision of consideration by an entity by reason of the capacity in which a party acts.

16 Inconsistency

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

17 Taxes and Costs

- (a) The Sublessee must pay and indemnify the Lessor and the Sublessor against any liabilities for stamp duty, transaction and registration taxes and similar taxes or duties (including fines and penalties resulting from delay or omission to pay such taxes or duties, where such delay or omission is the result of the action or inaction of the Sublessee) which may be payable in relation to this Deed or the performance or enforcement of this Deed or any payment or receipt or other transaction contemplated by this Deed, including in relation to the transfer to the Lessor (or its nominee) of any Additional Network Assets or Additional Network Land as contemplated by clause 4.5(b). This clause 17(a) does not apply to the extent of any inconsistency with the Sale and Purchase Agreement.
- (b) The Sublessee must on demand reimburse the Lessor's costs and expenses (including reasonable internal costs such as of time spent) of or associated with:
- (i) considering, granting or refusing to grant any consent or approval under this Deed;
 - (ii) considering, doing or refusing to do anything at the request or direction of the Sublessee;
 - (iii) the actual or attempted enforcement of, or actual or attempted exercise or preservation of, any rights, powers or remedies under this Deed including, in each case, legal costs and expenses on a full indemnity basis;
 - (iv) applying for or obtaining any Authorisations, consents or approvals that are required to be held or obtained by the Lessor in relation to this Deed;
 - (v) doing anything that ought to have been done by the Sublessee under this Deed; and
 - (vi) complying with any Law or Authorisation that imposes an obligation on the Lessor as the owner of the Leased Assets or the Leased Land.

18 Representations and warranties**18.1 Lessor, Sublessor Partners and Sublessee Partners**

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

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

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

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

18.2 Sublessor and Sublessee

The Sublessor and the Sublessee each represent and warrant that:

- (a) as at the date of this Deed:
 - (i) the execution and delivery by the Sublessor and the Sublessee, respectively, of this Deed has been properly authorised by all necessary corporate actions of the Sublessor and the Sublessee;
 - (ii) the Sublessor and the Sublessee, respectively, have full corporate power and lawful authority to execute and deliver this Deed and to consummate and perform or cause to be performed their obligations under this Deed; and
 - (iii) this Deed constitutes a legal, valid and binding obligation on the Sublessor and the Sublessee, respectively, enforceable in accordance with its terms by appropriate legal remedy;
- (b) the execution, delivery and performance by the Sublessor and the Sublessee, respectively, of this Deed does not and will not (with or without the lapse of time, the giving of notice or both) contravene, conflict with or result in a breach of or default under any provision of the Asset Partnership Deed or Operator Partnership Deed, respectively, or other constituent documents of the Sublessor or the the Sublessee, respectively, that is between the Sublessor Partners or the Sublessee Partners (as applicable) and establishes themselves as a partnership;
- (c) they are duly established by the Asset Partnership Deed and the Operator Partnership Deed, respectively, and validly exist under the laws of Australia;
- (d) the Asset Partnership Deed and the Operator Partnership Deed, respectively, have not been terminated; and
- (e) the Asset Partnership Deed and the Operator Partnership Deed, respectively, comply with all applicable Laws.

18.3 Trustee Party Authority

Each Trustee Party represents and warrants that:

- (a) as at the date of this Deed:
 - (i) the Trustee Party is empowered by the deed under which it is appointed trustee of the relevant trust (the **Trust Deed**):
 - (A) to enter into and perform this Deed; and
 - (B) to carry on its business as now conducted or contemplated and to own its assets (including any asset purported to be charged or mortgaged by it),
- in its capacity as trustee of the relevant trust. There is no restriction on or condition of its doing so;

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- (ii) all necessary resolutions have been duly passed and all consents, approvals and other procedural matters have been obtained or attended to as required by the Trust Deed for the Trustee Party to enter into and perform this Deed;
- (iii) the Trust has not been terminated, nor has any event for the vesting of the assets of the trust occurred;
- (iv) the Trust Deed complies with all applicable Laws;
- (b) the Trustee Party is and will remain the sole trustee of the relevant trust;
- (c) no property of the trust has been or will be re-settled or set aside or transferred to any other trust; and
- (d) the Trustee Party has complied and will comply with its obligations and duties under the Trust Deed and at Law. As at the date of this Deed no one has alleged that it has not complied.

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

19 Moratorium Legislation

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

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

is excluded from this Deed.

20 Notices

20.1 Provision of Notices

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

- (a) except as otherwise specified in this Deed must be in writing and signed by a person duly authorised by the sender;
- (b) must be delivered to the intended recipient by prepaid post (if posted to an address in another country, by registered airmail), by hand or email to the address or email address below or the address or email address last notified by the intended recipient to the sender:
 - (i) to the Lessor:

Contact: Deputy Secretary – Commercial
NSW Treasury
Address: Level 27, 52 Martin Place Sydney
NSW 2000
GPO Box 5469 Sydney NSW 2001
Email: AusGridNotices@treasury.nsw.gov.au
 - (ii) to the Sublessor – in respect of notices given in relation to default or termination of this Deed

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

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

Melbourne, VIC 3000

Email: company.secretary@ifminvestors.com
and jpeasley@australiansuper.com (email to
both)

Attention: IFM Investors Company
Secretary/Chief Commercial and Jason
Peasley, Head of Infrastructure
AustralianSuper

ERIC Alpha Asset Corporation 1 Pty Ltd

Address: C/O NSW Treasury, 52 Martin Place,
Sydney, NSW 2000

Email:
companysecretary@ERICAusgrid.nsw.gov.au

Attention: Company Secretary

ERIC Alpha Asset Corporation 2 Pty Ltd

Address: C/O NSW Treasury, 52 Martin Place,
Sydney, NSW 2000

Email:
companysecretary@ERICAusgrid.nsw.gov.au

Attention: Company Secretary

ERIC Alpha Asset Corporation 3 Pty Ltd

Address: C/O NSW Treasury, 52 Martin Place,
Sydney, NSW 2000

Email:
companysecretary@ERICAusgrid.nsw.gov.au

Attention: Company Secretary

ERIC Alpha Asset Corporation 4 Pty Ltd

Address: C/O NSW Treasury, 52 Martin Place,
Sydney, NSW 2000

Email:
companysecretary@ERICAusgrid.nsw.gov.au

Attention: Company Secretary

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

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

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Representative) in
respect of all other
notices

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

Email: company.secretary@ifminvestors.com

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

To each Sublessee Partner:

Blue Op Partner Pty Ltd

Address: Level 33, 50 Lonsdale Street,
Melbourne, VIC 3000

Email: company.secretary@ifminvestors.com
and jpeasley@australiansuper.com (email to
both)

ERIC Alpha Operator Corporation 1 Pty Ltd

Address: C/O NSW Treasury, 52 Martin Place,
Sydney, NSW 2000

Email:
companysecretary@ERICAusgrid.nsw.gov.au
Attention: Company Secretary

ERIC Alpha Operator Corporation 2 Pty Ltd

Address: C/O NSW Treasury, 52 Martin Place,
Sydney, NSW 2000

Email:
companysecretary@ERICAusgrid.nsw.gov.au
Attention: Company Secretary

ERIC Alpha Operator Corporation 3 Pty Ltd

Address: C/O NSW Treasury, 52 Martin Place,
Sydney, NSW 2000

Email:
companysecretary@ERICAusgrid.nsw.gov.au
Attention: Company Secretary

ERIC Alpha Operator Corporation 4 Pty Ltd

Address: C/O NSW Treasury, 52 Martin Place,
Sydney, NSW 2000

Email:
companysecretary@ERICAusgrid.nsw.gov.au
Attention: Company Secretary

- (v) to the Sublessee –
(where there is a
Sublessee Partnership
Representative) in
respect of all other
notices
- To Blue Op Partner Pty Ltd as representative
of the Sublessee
Contact: IFM Investors
Address: Level 29, Casselden 2 Lonsdale
Street, Melbourne VIC 3000
Email: company.secretary@ifminvestors.com
- (c) will conclusively be taken to be duly given or made in the case of delivery:
- (i) in person, when delivered;
 - (ii) by post to an address in the same country, the earlier of:
 - (A) if delivered by express post – one Business Day after the date of posting;
 - (B) if delivered by priority post – four Business Days after the date of posting;
or
 - (C) if delivered by regular post – six Business Days after the date of posting,
and the time that the notice is actually received by the intending recipient;
 - (iii) by post to an address in another country, seven Business Days after the date of
posting; and
 - (iv) by email, the earlier of:
 - (A) the time that the sender receives an automated message from the
intended recipient's information system confirming delivery of the email;
 - (B) the time that the email is first opened or read by the intended recipient, or
an employee or officer of the intended recipient; and
 - (C) two hours after the time the email is sent (as recorded on the device from
which the sender sent the email) unless the sender receives, within that
two hour period, an automated message that the email has not been
delivered,

but if the result is that a Notice would be taken to be given or made on a day that is not a business day in the place to which the Notice is sent or at a time that is later than 5pm in the place to which the Notice is sent, it will be taken to have been duly given or made at the start of business on the next business day in that place.

20.2 Authorised persons

- (a) The Lessor, the Sublessor and the Sublessee may, at any time, each provide the other parties with a Notice:
 - (i) appointing one or more persons as persons authorised by the relevant party to provide any Notice under this Deed on behalf of the relevant party (including, in the case of the Sublessor and the Sublessee, persons authorised by the Sublessor Partnership Representative and Sublessee Partnership Representative, respectively); and
 - (ii) setting out personal details, an email address and a specimen signature for each person appointed under clause 20.2(a)(i).
- (b) The Lessor, the Sublessor and the Sublessee may each vary the persons authorised by it under clause 20.2(a) from time to time by giving Notice to each of the others.

21 Entire agreement

This Deed and the Distribution Network Lease:

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

None of the Lessor, the Sublessor or the Sublessee has relied on or is relying on any other Conduct in entering into this Deed and completing the transactions contemplated by it.

22 No waiver

No failure to exercise nor any delay in exercising any right, power or remedy under this Deed by a the Lessor, the Sublessor or the Sublessee operates as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on Lessor, the Sublessor or the Sublessee granting the waiver unless made in writing.

23 Rights cumulative

Subject to any express provision in this Deed to the contrary, the rights, powers and remedies of the Lessor, the Sublessor and the Sublessee under this Deed are cumulative and are in addition to, and do not exclude or limit, any right, power or remedy provided by Law or by any agreement.

24 Amendment

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

25 Further Assurances

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

26 No merger

The rights and obligations of the Lessor, the Sublessor and the Sublessee will not merge on the completion of any transaction contemplated by this Deed. They will survive the execution and delivery of any assignment or other document entered into for the purpose of implementing any such transaction.

27 Severability of provisions

Any provision of this Deed that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of this Deed nor affect the validity or enforceability of that provision in any other jurisdiction.

28 Exclusion of statutory provisions

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

29 Set-off

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

30 Governing law and jurisdiction

This Deed and, to the extent permitted by Law, all related matters including non-contractual matters is governed by the laws of New South Wales. In relation to such matters each of the Lessor, the Sublessor and the Sublessee irrevocably and unconditionally accept the non-exclusive jurisdiction of courts with jurisdiction there and waive any right to object to the venue on any ground.

31 Counterparts

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

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Execution

Executed and delivered as a deed in Sydney.

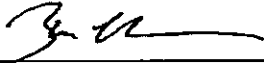
Each attorney executing this Deed states that he has no notice of revocation or suspension of his power of attorney.

Lease Annexure A Distribution Network Lease

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Signing Page**EXECUTED** and delivered as a deed in Sydney.

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



Witness Signature

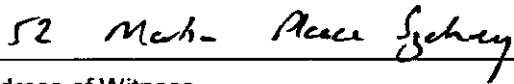


The Hon Gladys Berejiklian, Treasurer of the
State of New South Wales, for and on behalf of
Ausgrid



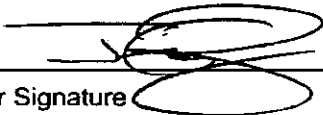
Print Name of Witness

Print Name



Address of Witness

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



Director Signature

Jason Robert Passley

Print Name



Director/Secretary Signature

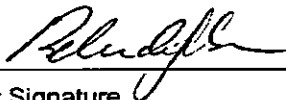
ASHLEY BARKER


Print Name

Lease Annexure A Distribution Network Lease


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

✓ 
 Director Signature
 ✓ **Belinda Gai Gibson**
 Print Name

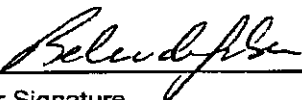
✓ 
 Director/Secretary Signature
Laura Ann Reed
 Print Name


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

✓ 
 Director Signature
 ✓ **Belinda Gai Gibson**
 Print Name

✓ 
 Director/Secretary Signature
Laura Ann Reed
 Print Name

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

✓ 
 Director Signature
Belinda Gai Gibson
 Print Name

✓ 
 Director/Secretary Signature
Laura Ann Reed
 Print Name

Lease Annexure A Distribution Network Lease

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

✕ 

Director Signature

✕ **Belinda Gai Gibson**

Print Name

✕ 

Director/Secretary Signature

Laura Ann Reed

Print Name

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

FILM WITH

AK971351

Dear Sir / Madam

Request for caveator consent

Caveator: Council of the City of Lake Macquarie

Caveat No: AH620122

Dealing: Lease

Registered Proprietor: Ausgrid (ABN 67 505 337 385)

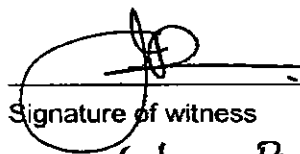
Certificate of Title: 11/855023

Property: 340 Pacific Highway, Swansea

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

Dated: 6 JUNE 2016

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

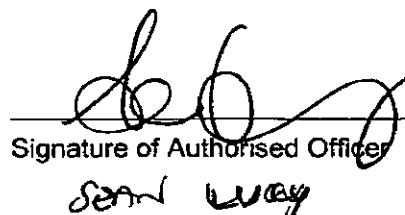


Signature of witness

JULIE PEARCE

Name of witness (block letters)

C/- 126-138 Main Rd, Speers Point NSW
Address of witness 2284.



Signature of Authorised Officer

Name of authorised person (block letters)

CORPORATE LAWYER
Position held

Office of the Registrar-General / SFO:info@rack / Rel:info@rack:10661 Sharma / 1 0200 0000 # 2/
Registrar General
Land and Property Information NSW
1 Prince Albert Road
Sydney NSW 2000

FILM WITH

AK971351

Dear Sir / Madam

Request for caveator consent

Caveator: Peter Bruce Thorburn

Caveat No: AJ139892

Dealing: Lease

Registered Proprietor: Ausgrid (ABN 67 505 337 385)

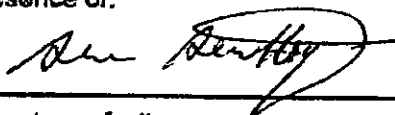
Certificate of Title: 11/1/3308; 19/3547; 1/D/4628; 2/D/4628

Property: 494 - 500 Military Road, Mosman

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

Dated: 9th June 2016

Executed by Peter Bruce Thorburn in the presence of:



Signature of witness

Stuart Sew Hoy

Name of witness (block letters)

84 Wallis Street, Woollahra.

Address of witness



Signature of Peter Bruce Thorburn



Our reference
PC/VP/GOOD16998-9104898

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

**CORRS
CHAMBERS
WESTGARTH**
lawyers

Sydney
Melbourne
Brisbane
Perth

FILM WITH

AK 971351

29 November 2016

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

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

Partner
Peter Calov

Dear Sir

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

We act for Tallina Pty Limited.

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

Yours faithfully
Corrs Chambers Westgarth



Peter Calov
Partner



/ December, 2016

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

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

Dear Registrar-General

Ausgrid Distribution Network Transaction – Certificates of Title

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

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

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

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

Yours sincerely

A handwritten signature in black ink that reads "Lisa Maffina".

LISA MAFFINA
Company Secretary

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



/ December, 2016

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

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

Dear Registrar-General

Ausgrid Distribution Network Transaction – Certificates of Title – Special Request

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

Pursuant to that correspondence, Ausgrid formally requests that:

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

Yours sincerely

A handwritten signature in black ink, appearing to read 'Lisa Maffina', written in a cursive style.

LISA MAFFINA
Company Secretary

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

STATUTORY DECLARATION
OATHS ACT 1900, NSW, NINTH SCHEDULE

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

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

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

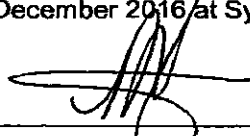
Allens < Linklaters

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

Declarant and witness INITIAL HERE:

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



Signature of Michael James McLugh

Before me



Signature of Trinity Higgs Solicitor

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

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

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



Signature of Trinity Higgs Solicitor

16

Date: December 2016.



STATUTORY DECLARATION

OATHS ACT 1900, NSW, NINTH SCHEDULE

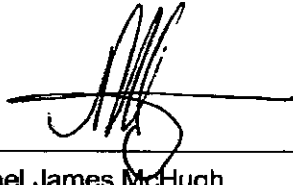
I, Michael James McHugh, of 66 Surfview Road Mona Vale, do hereby solemnly declare and affirm that:

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

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

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

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



Signature of Michael James McHugh

Before me



Signature of Trinity Higgs, Solicitor

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

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

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



Signature of Trinity Higgs, Solicitor

Date: 16.12.2016

AMENDMENTS TO REFERENCE SCHEDULES

AK 971351

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

FILM WITH

AMENDMENTS TO REFERENCE SCHEDULES

AK971351

[illegible]

2084

TITLE REFERENCE UPDATE ANNEXURE

FILM WITH
AK 971351

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

FILM WITH TITLE REFERENCE UPDATE ANNEXURE

AKA71351

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