

[INSERT NAME ~~OF~~ OTHER PARTY]

and

POWERCOR AUSTRALIA LTD

**LEASE
SUBSTATION (KIOSK TYPE)**

**LEASE NO. X[INSERT LEASE NUMBER] PAL
[“INSERT SUBSTATION NAME”]**

PROPERTY: [INSERT ADDRESS ~~OF~~ PROPERTY]

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REFERENCE SCHEDULE

LANDLORD ~~[INSERT NAME OF LANDLORD]~~ ACN ~~[Insert]~~
of ~~[Insert Address of Landlord]~~.

TENANT **POWERCOR AUSTRALIA LTD** ACN 064 651 109
of Level 8, 40 Market Street, Melbourne.

LAND The land described in Certificate of Title Volume ~~[insert]~~ Folio ~~[insert]~~.

PREMISES The premises located at ~~[insert address]~~, and marked L-1 on the plan
attached to this Lease as Annexure "B".

COMMENCEMENT
DATE OF THIS
LEASE ~~[Insert]~~ day of ~~[insert]~~ ~~[Insert]~~.

RENT \$1.00 per annum payable on demand.

TERM Fifty (50) years beginning on the Commencement Date.

PERMITTED USE: A site for an electrical substation and for other purposes incidental to the
receiving, distributing, transforming and supplying of electricity.

FURTHER TERM Nil.

NOTICES

The address for service of the Landlord is:

Attention: ~~[insert]~~
Address: ~~[insert]~~
Facsimile: ~~[insert]~~

The address for service of the Tenant is:

Attention: The Company Secretary
Address: Level 8, 40 Market Street, Melbourne, Victoria 3000
Facsimile: 03 9683 5390

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ADDITIONAL RIGHTS

During the term or any extension of it, the Tenant, its servants, agents and contractors may, at any time, enter and pass over:

1. All the land marked ~~[Insert]~~ on the plan in Annexure B, for the purpose of erecting, inspecting, repairing, maintaining, renewing, and removing such poles, cables, wires, pole stays, guy wires and other apparatus and appliances as may be required or desired for the distribution of electricity, or to remove any obstructions to the access to such items. Every electric cable or wire must be erected at least ~~[Insert]~~ metres above the surface of the land;
2. All the land marked ~~[Insert]~~ on the plan in Annexure B, for the purpose of laying underground, fixing, covering in, inspecting, repairing, maintaining, renewing and removing such electric cables, wires and other apparatus and appliances as may be required or desired for the distribution of electricity, or to remove any obstructions to the access of such items. These appliances must be set 0.6 metres below the surface of the land;
3. All the land marked ~~[Insert]~~ on the plan in Annexure B, with or without vehicles and equipment, at all times and for all purposes of this Lease; and
4. All the land marked ~~[Insert]~~ on the plan in Annexure B, on foot, for any of the purposes of this Lease, for the purpose of ingress to and egress from the Premises and/or other Additional Rights areas, with or without any materials as may be required or desired for the purposes of the Lease.

LEASE made the _____ day of _____ 20

BETWEEN:

- (1) The landlord named in the Reference Schedule (the "**Landlord**"); and
- (2) The tenant named in the Reference Schedule (the "**Tenant**").

THE PARTIES AGREE:

1. INTERPRETATION

1.1 Definitions

In this Lease, unless the context otherwise requires:

"**Additional Rights**" means the additional rights set out in the Reference Schedule.

"**Business Day**" means any day that is not a Saturday, Sunday or gazetted public holiday in the State of Victoria.

"**Land**" means the land described in the Reference Schedule and all other land which may be acquired and consolidated with such land.

"**Landlord**" where the context permits, includes the Landlord's successors in title, and the Landlord's agents, employees, contractors and invitees.

"**Premises**" means the premises described in the Reference Schedule and all improvements on them, excluding the Tenant's Property and the Substation Structure.

"**Rent**" means the annual rent described in the Reference Schedule.

"**Substation Structure**" means the structure constructed by the Tenant within which an electricity substation and electrical apparatus owned by the Tenant is located but does not include any improvements constructed by or on behalf of the Landlord.

"**Tenant**" where the context permits, includes the Tenant's permitted assignees, sub-lessees, agents, employees, licensees, contractors and invitees.

"**Tenant's Property**" means any fixtures, fittings, plant, machinery and equipment or electrical appliance or apparatus brought onto, erected or installed on the Premises by the Tenant (whether before or after the Commencement Date).

"**Term**" means the period of this Lease described in the Reference Schedule including any extension of it or any further period during which the Tenant has possession of the Premises.

1.2 Reference Schedule, Headings and Interpretation

In this Lease:

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- (a) terms defined in the Reference Schedule have the meaning there given, subject to clause 1.1;
- (b) headings do not affect interpretation; and
- (c) a reference to a person includes a corporation, partnership, joint venture, association, authority, trust, state, government or other body corporate, and vice versa.

2. GRANT

The Landlord leases the Premises together with the Additional Rights to the Tenant for the Term and at the Rent subject to the terms and conditions of this Lease. The parties acknowledge and agree that the Additional Rights are proprietary in nature and take effect as covenants which shall be annexed to and run at law and equity with the whole or any part of the Land.

3. TENANT'S COVENANTS**3.1 Rent**

The Tenant must pay the Rent to the Landlord in the manner stated in the Reference Schedule.

3.2 Permitted Use

The Tenant may not use or allow the Premises to be used for any purpose other than the Permitted Use.

3.3 Assignment and Subletting

The Tenant may assign the Lease or sublet the Premises to another distribution company as defined in the *Electricity Industry Act 2000* (or any amendment or replacement legislation). Otherwise, the Tenant may not assign the Lease or sublet the Premises without the Landlord's consent, which consent may not be unreasonably withheld.

3.4 Tenant's Repair Obligation

The Tenant must:

- (a) keep any Tenant's Property and the Substation Structure in good repair and condition throughout the Term but the Tenant shall not be responsible for any structural repairs to the Premises;
- (b) within a reasonable time after the expiration or sooner determination of the Term, remove from the Premises the Substation Structure and the Tenant's Property (except that the Tenant may, in its absolute discretion, leave any underground electric cables, wires, or conduits in the Premises); and
- (c) use its reasonable endeavours to minimise any damage to the Premises caused by the removal under this clause of any Tenant's Property or the Substation Structure.

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3.5 Tenant's Insurance Obligation

The Tenant must maintain insurance in relation to public liability for an amount of not less than \$20 million, and the Tenant must allow the Landlord to inspect the Tenant's certificates of currency for that insurance no more than once annually upon reasonable request.

4. LANDLORD'S COVENANTS**4.1 Quiet Enjoyment**

Subject to the Tenant punctually paying the Rent and otherwise complying with this Lease, the Tenant may peaceably possess and enjoy the Premises during the Term without any interruption or disturbance from the Landlord or any person claiming through or under the Landlord, except as provided for in this Lease.

4.2 Landlord's Repair Obligation

- (a) The Landlord must keep that part of the Land and the Premises surrounding the Substation Structure in good repair and condition throughout the Term, including by mowing any lawn surrounding the Substation Structure and undertaking such other maintenance and repair works to the Land and the Premises as are necessary, having regard to the Permitted Use of the Premises.
- (b) Except for in the circumstances described in clause 4.2(a), the Landlord may only enter the Premises:
 - (i) with the prior consent of the Tenant; and
 - (ii) subject to any conditions imposed by the Tenant, including without limitation, a condition that the Landlord must only enter the Premises while accompanied by a person nominated by the Tenant.
- (c) Other than as provided in clauses 4.2(a) and 4.2(b), the Landlord must not enter the Premises or the Substation Structure or Tenant's Property, in any circumstances.
- (d) The Landlord must carry out promptly all necessary maintenance and repairs that are its responsibility under this Lease.
- (e) If the Landlord does not carry out repairs or maintenance for which it is responsible under this Lease within a reasonable time (having regard to the circumstances) after being notified by the Tenant, the Tenant may arrange for such repair and maintenance to be undertaken itself, and recover the cost from the Landlord as a debt due and payable on demand.

4.3 Rates and Taxes

The Landlord must in respect of each year or part of a year of the Term pay all the rates, taxes, charges, assessments, duties, levies and fees of any public, municipal, government or statutory body, authority or department charged, imposed or assessed on or in respect of the Land and the Premises.

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4.4 Additional Rights Areas Kept Free from Interference

- (a) The Landlord must keep any Land over which the Tenant has Additional Rights free of anything which is or may be an obstruction or hindrance to, or interference with, the exercise of the Additional Rights by the Tenant.
- (b) For the avoidance of doubt, any activity that may hinder, restrict or limit the access of the Tenant to the Tenant's Property, or any other Tenant's property in the Additional Rights areas, will contravene clause 4.4(a) of this Lease.
- (c) Notwithstanding any other provision in this Lease, if the Landlord contravenes clause 4.4(a) of this Lease, the Landlord releases and indemnifies and agrees to keep indemnified the Tenant, its employees, contractors and other agents from and against all claims, demands, proceedings, judgements, damages, costs and losses of any nature whatever arising out of the exercise by the Tenant of its right of access to the Tenant's Property or the exercise of its Additional Rights including without limitation, the removal of any obstacles or obstruction to the exercise of the Additional Rights, except to the extent that the Tenant does not use its reasonable endeavours to minimise damage to any property.

4.5 Access to the Land

- (a) The Landlord must provide the Tenant, its servants, agents and contractors with sufficient access to the Land to enable the Tenant to use the Premises for the Permitted Use and to exercise the Additional Rights.
- (b) If, and only if, the Tenant does not use its reasonable endeavours to minimise any damage to the Additional Rights areas, the Tenant shall be liable for any damage it may cause to the finished surfaces of any of the Additional Rights areas in the course of the Tenant accessing the Premises or the Additional Rights areas, whether with equipment, machinery or otherwise ("Damage"). The Tenant's liability under this clause 4.5(b) shall be limited to either:
 - (i) repairing any Damage; or
 - (ii) reimbursing the Landlord's reasonable costs incurred in repairing any Damage,at the election of the Tenant.
- (c) The Landlord must not make any alterations or additions to the Land that may in any way:
 - (i) affect the Tenant's ability to access the Premises or Additional Rights areas, or
 - (ii) increase the likelihood of any Damage as defined in clause 4.5 (b),without the Tenant's prior written consent which may not be unreasonably withheld.

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4.6 Consent of Mortgagee or Caveator

The Landlord must, prior to the Commencement Date, at the cost of the Landlord, procure the written consent of every mortgagee or caveator of the Land (if any) to:

- (a) the terms of; and
- (b) the entry into,

this Lease, by way of the execution of the consent contained in Annexure A.

4.7 Release and Indemnity

- (a) The Landlord releases and indemnifies and agrees to keep indemnified the Tenant, its employees, contractors and agents from and against all claims, demands, proceedings, judgments, damages, costs and losses of any nature whatever arising out of any damage to property or any business caused or contributed to by electromagnetic interference or other emanations (including without limitation, noise emanations or vibrations) from the Tenant's Property or any other Tenant's property in the Additional Rights areas.
- (b) Subject to clause 4.7(c), the release and indemnity in clause 4.7(a) is absolute and applies despite any nuisance caused by the Tenant and any strict liability of the Tenant and, to the extent permitted by law, is intended to exclude and waive any statutory rights or remedies to which the Landlord may otherwise be entitled.
- (c) The Landlord's release and indemnity in clause 4.7(a) does not apply to the extent that any damage to property or any business is caused or contributed to by the negligence of the Tenant.

4.8 Tenant Right to Caveat

The Tenant may at the Tenant's sole discretion lodge a caveat on the Certificate of Title for the Land noting the Tenant's interest under this Lease.

5. ENVIRONMENTAL**5.1 Warranty**

The Landlord warrants that, to the best of its knowledge and belief, the Land and Premises do not, at the Commencement Date of this Lease, contain any contamination or pollution which would prevent its safe use and occupation by the Tenant for the Permitted Use.

5.2 Landlord's Remediation Work

The Landlord agrees that it must, at its own cost, promptly carry out any remediation or other works in relation to any contamination or pollution of the Land and Premises that:

- (a) may be required by law; or

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- (b) is reasonably required by the Tenant having regard to clause 5.1 and the Permitted Use of the Premises ("**Remediation Works**").

Where this contamination or pollution has been caused or contributed to by the Tenant then the Tenant shall reimburse the Landlord for that portion of the Landlord's reasonable remediation costs which are attributable to the Tenant.

5.3 Tenant's Remediation Work

In the event that the Landlord fails to promptly comply with its obligations under clause 5.2 to carry out the Remediation Works, the Tenant may, at its sole discretion, elect to undertake the Remediation Works. If the Tenant carries out the Remediation Works, the Landlord must:

- (a) within 14 days of receipt of the Tenant's written demand, reimburse the Tenant on a full indemnity basis for any costs that the Tenant incurs in carrying out the Remediation Works, except to the extent that the contamination or pollution has been caused or contributed to by the Tenant; and
- (b) grant the Tenant access to the Land in order to enable the Tenant to carry out the Remediation Works.

5.4 Indemnities

In addition to any other indemnities contained in this Lease:

- (a) the Landlord indemnifies and agrees to keep indemnified the Tenant, its employees, contractors and other agents from and against all claims, demands, proceedings, judgements, damages, costs and losses of any nature whatever arising out of any breach of the warranty contained in clause 5.1, or any contamination or pollution of the Land or Premises, except to the extent that it is caused or contributed to by the negligence of the Tenant; and
- (b) the Tenant indemnifies, and agrees to keep indemnified, the Landlord from and against all claims, demands, proceedings, judgements, damages, costs and losses of any nature whatever arising out of any contamination or pollution of the Premises by the Tenant, except to the extent it is caused or contributed to by the Landlord.

6. FURTHER TERM**6.1 Request for Further Term**

If the Reference Schedule provides for a Further Term, unless the Tenant gives the Landlord either:

- (a) at least 1 month's written notice before the expiration of the Term that the Tenant does not want a new lease of the Premises for a Further Term; or
- (b) written notice before the expiration of the Term that the Tenant does not want a new lease of the Premises for a Further Term but that it wishes to remain in possession of the Premises pursuant to clause 7,

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then the Landlord must grant, and the Tenant must accept, a Lease of the Premises for the Further Term.

6.2 Terms of New Lease

- (a) The new lease will be on the same terms and conditions as this Lease except that the Reference Schedule will be completed by insertion of the following details:
 - (i) the Commencement Date of the new lease will be the first day of the new term;
 - (ii) the Term of the new Lease will be as specified in the Reference Schedule; and
 - (iii) the number of Further Terms in the Reference Schedule available must be reduced by one, and if no Further Term is available, this clause 6 must be deleted.
- (b) the amount of insurance specified in clause 3.5 that the Tenant must maintain in relation to public liability shall be not less than \$30 million.

7. HOLDING OVER

If the Reference Schedule does not provide for a Further Term or the Tenant gives notice under clause 6.1(b), should the Tenant with the Landlord's consent expressed or implied continue to occupy the Premises beyond the end of the Term, the Tenant may do so:

- (a) under this Lease on and subject to the covenants, terms, conditions and agreements of this Lease; and
- (b) as a yearly tenant, at a yearly Rent payable on demand equal to the annual Rent payable under this Lease immediately prior to the expiration of the Term.

The yearly tenancy may be determined by either party giving to the other one year's written notice, which may be given at any time.

8. NOTICES AND COUNTERPARTS

- (a) A request, notice, consent, approval or other communication (each a "Notice") under this Lease must be in writing, signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and:
 - (i) delivered to that person's address; or
 - (ii) sent by pre-paid mail to that person's address.
- (b) A Notice given to a person in accordance with this clause is treated as having been given and received:
 - (i) if delivered to a person's address, on the day of delivery if delivered before 4 pm on a Business Day, otherwise on the next Business Day; and

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- (ii) if sent by pre-paid mail posted in Australia, on the third Business Day after posting.
- (c) For the purposes of this clause, the address of a person is the address set out in the Reference Schedule or another address of which that person may from time to time give Notice to the other party to this Lease.
- (d) This Lease may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

9. **COSTS**

- (a) Each party must pay its own costs in relation to the negotiation, preparation, completion and execution of this Lease and any renewal of this Lease.
- (b) To the extent that there is any stamp duty payable on this Lease, the Landlord is responsible for the payment of such stamp duty.

10. **GST**

- (a) Words defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.
- (b) A recipient of a taxable supply made under this Lease must:
 - (i) pay to the supplier, in addition to the consideration for the taxable supply (which is exclusive of GST), an amount equal to any GST paid or payable by the supplier in respect of the taxable supply, without deduction or set-off of any other amount; and
 - (ii) make that payment as and when the consideration or part of it must be paid or provided, except that the recipient need not pay unless the recipient has received a tax invoice (or an adjustment note) for that supply.
- (c) The supplier must promptly issue an adjustment note for any adjustment in respect of the taxable supply and/or any adjustment in respect of the amount of GST.

11. **REDEVELOPMENT AND RELOCATION**

11.1 **Relocation Notice**

If the Landlord wishes to relocate the Tenant's Property, or any Tenant's property in the Additional Rights areas, and the Substation Structure to another part of the Land, the Landlord may give the Tenant a written notice, specifying that in not less than 12 months, the Landlord wishes the Tenant to move the Tenant's Property or any Tenant's property in the Additional Rights area and Substation Structure to another part of the Land (**Relocation Notice**).

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11.2 Actions After Relocation Notice

- (a) If the Landlord gives the Tenant a Relocation Notice, the Landlord and the Tenant will enter into discussions in relation to the relocation of the Tenant's Property, or any Tenant's property in the Additional Rights areas, and the Substation Structure to another part of the Land.
- (b) Provided that:
 - (i) the location of the substitute premises and new additional rights areas are acceptable to the Tenant acting reasonably having regard to the proposed use of the substitute premises (in this respect the Landlord acknowledges that the Tenant, in considering the acceptability or otherwise of the substitute premises, may wish to install or erect a different type of substation or other equipment in the substitute premises than is installed or erected in the existing Premises. For the avoidance of doubt, it shall not be unreasonable for the Tenant to reject the substitute premises if the Tenant considers, in its absolute discretion, that the substitute premises or new additional rights areas are not suitable for the type of substation or other equipment that the Tenant wishes to install);
 - (ii) the Landlord has executed a lease for the substitute premises (the "Replacement Lease") which:
 - (A) is for a term equal to the full Term of this Lease (for the avoidance of doubt the term of the Replacement Lease shall not be reduced to take account of any part of the Term of this Lease that has elapsed as at the commencement date of the Replacement Lease);
 - (B) includes an option for a further term or further terms equal to the full Further Term or Further Terms (if any) of this Lease;
 - (C) commences on the date the Tenant delivers to the Landlord an executed surrender of this Lease; and
 - (D) is otherwise on either the same terms and conditions as this Lease or on the Tenant's standard substation lease terms and conditions at that time, at the election of the Tenant;
 - (iii) the Tenant has either decommissioned the existing substation or no longer requires access to the existing substation; and
 - (iv) the Landlord has prepared and provided to the Tenant a properly surveyed lease plan which reflects, to the satisfaction of the Tenant, the agreed location for the substitute premises and new additional rights areas,the Tenant will deliver to the Landlord an executed surrender of the Lease.
- (c) The Landlord must make the substitute premises and new additional rights areas available to the Tenant in sufficient time, being no less than 12 months from the

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date of the Relocation Notice, unless otherwise agreed, to allow the Tenant to complete the relocation of:

- (i) the Tenant's Property; and
- (ii) any Tenant's property in the Additional Rights areas,

to the substitute premises and the new additional rights areas and to erect or install any further Tenant's property the Tenant considers necessary or desirable into the new premises or new additional rights areas.

- (d) The Landlord must pay or reimburse to the Tenant all costs incurred by the Tenant in connection with the relocation of the Tenant's Property and any Tenant's property in the Additional Rights areas to the substitute premises and the new additional rights areas under this clause, including, without limitation, the following:
 - (i) the costs of removing, relocating and installing the Tenant's Property and any other Tenant's property in the Additional Rights areas;
 - (ii) the costs (if any) of all consultants engaged by the Tenant to determine the acceptability of the substitute premises and the new additional rights areas;
 - (iii) the legal costs in relation to the surrender of this Lease and the relocation to the substitute premises and any new additional rights areas;
 - (iv) the legal costs of negotiation, preparation, completion and execution of the lease for the substitute premises and new additional rights areas; and
 - (v) any stamp duty payable in connection with the surrender of this Lease or the Replacement Lease.

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EXECUTED as a deed.**Landlord.**

EXECUTED by [insert company name
and ACN] in accordance with section 127
of the *Corporations Act 2001* (Cth) by:

Signature of Director_____
Signature of Director/Secretary_____
Name of Director_____
Name of Director/Secretary_____
Date**Tenant.**

EXECUTED by **POWERCOR**)
AUSTRALIA LTD ACN 064 651 109 by)
 its duly appointed attorney **STEVE**)
MURRAY, Head of Procurement)
 pursuant to Power of Attorney dated **4 July**)
2017 in the presence of:)

.....
Witness Sign

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ANNEXURE A

[INSERT MORTGAGEE OR CAVEATOR'S] CONSENT

The mortgagee/caveator* (delete as applicable), **[INSERT NAME OF MORTGAGEE OR CAVEATOR]** under [Insert Mortgage No or Caveat No] over the land described in Certificate of Title Volume **[INSERT]** Folio **[INSERT]** at the request of the parties to this Lease and made between **[INSERT NAME OF LANDLORD AND ACN]** and **POWERCOR AUSTRALIA LTD ACN 064 651 109**, to which this consent is annexed (the "Lease"), **HEREBY CONSENTS** to the demise contained in the Lease (including any further term duly created pursuant to the exercise of any option to renew the Lease) and to all the other provisions and conditions of the Lease.

DATED the day of 20

**Mortgagee to insert execution clause and sign*

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ANNEXURE B
PLAN OF PREMISES

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