Deed of Agreement for Lease

[in relation to Connection Contract - Contestable ASP/1 Connection]

Instructions for completion
□ **We recommend you obtain legal advice before signing this document.** □ Complete Items 1, 2, 3 and 4 of the Reference Schedule on page 2. □ Select the appropriate execution clause in Item 5 of the Reference Schedule on pages 3 and 4 and execute the document. □ Attach a draft plan of the proposed easement site behind the Annexure A cover sheet on page 14. □ An interested party (for example a mortgagee or caveator) must provide their consent to this document by providing a letter on their letterhead on the same terms as the draft letter in Annexure B on page 15. If the property is subject to a lease, the lessee's consent to this document is not required.
What must be returned to us
□ Deed of agreement for lease signed by the landowner □ Letter of consent from any interested party for example, mortgagee and caveator.

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For Official use only

Reference Schedule

ITEM 1	**Parties details**	
	AOP	
	Name	Ausgrid Operator Partnership **(AOP)**
	ABN	78 508 211 731
	Address	24 Campbell Street, Sydney 2000
	Email and telephone number	
	Representative	
	Landowner	
	Name	
	ABN/ACN	
	Address	
	Email and telephone number	
	Representative	
ITEM 2	**Property details**	
	Address	
	Title Particulars	
ITEM 3	**Date**	
	Date of this deed	
ITEM4	**Connection Customer [insert details, or insert "same as Landowner" next to "Name"]**	
	Name	
	ABN/ACN	
	Address	
	Email and telephone number	
	Representative	

ITEM 5 Execution clauses

AOP

Signed sealed and delivered for and on behalf of **Ausgrid Operator Partnership** ABN 78 508 211 731 by its Attorney (an employee of Ausgrid Management Pty Ltd ABN 83 615 449 548), who declares that the Attorney has not received any notice of the revocation of such Power of Attorney.

_____	_____
Signature of Attorney	Signature of Witness
_____	_____
Name of Attorney Signature	Name of Witness
_____	_____
Signature of Attorney	Signature of Witness
_____	_____
Name of Attorney	Name of Witness

Landowner

Note: If the Landowner is an individual use the execution clause below and if not, the clause should be struck out.

Signed sealed and delivered by

[Note: insert name of Landowner]

in the presence of:

Signature

Signature of Witness

Name of Witness in full

Note: If the Landowner is a corporation use the execution clause below and if not, the clause should be struck out.

Executed by

[Note: insert name of Landowner]

in accordance with section 127 of the *Corporations Act* by or in the presence of:

Signature of Secretary/other Director

Name of Secretary/other Director in full

Signature of Director or Sole Director and Secretary

Name of Director or Sole Director and Secretary in full

Note: If the Landowner signs under power of attorney use the execution clause below and if not, the clause should be struck out.

Signed sealed and delivered for

[Note: insert name of Landowner above}

under power of attorney in the presence of:

Signature of attorney

Signature of witness

Name

Name

Date of power of attorney

Deed of Agreement for Lease

Details

A. AOP subleases the network infrastructure assets from AAP which leases those assets from the Network Lessor.

B. AOP and the Connection Customer have entered, or will enter, into the Connection Contract.

C. The Connection Customer has, or will have, the right to carry out certain works on the Property as contemplated by the Connection Contract.

D. The Connection Contract requires the Connection Customer to procure the carrying out and completion of the Works which are to be transferred to the Network Lessor upon Electrification of the Works.

E. The Landowner as the registered proprietor of the Property has agreed to grant the Lease to the Network Lessor, on the terms of this deed.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

Unless otherwise specified in this clause 1.1, in this deed a capitalised term is to have the same meaning as given to that term in the Connection Contract and otherwise, in this deed:

"AAP" means Ausgrid Asset Partnership ABN 48 622 605 040, the entity which leases the network infrastructure from the Network Lessor.

"AOP" means Ausgrid Operator Partnership (ABN 78 508 211 731), trading as Ausgrid, a partnership carried on under that name by:

(a) Blue Op Partner Pty Ltd (ACN 615 217 500) as trustee for the Blue Op Partner Trust;

(b) ERIC Alpha Operator Corporation 1 Pty Ltd (ACN 612 975 096) as trustee for ERIC Alpha Operator Trust 1;

(c) ERIC Alpha Operator Corporation 2 Pty Ltd (ACN 612 975121) as trustee for ERIC Alpha Operator Trust 2;

(d) ERIC Alpha Operator Corporation 3 Pty Ltd (ACN 612 975 185) as trustee for ERIC Alpha Operator Trust 3; and

(e) ERIC Alpha Operator Corporation 4 Pty Ltd (ACN 612 975 210) as trustee for ERIC Alpha Operator Trust 4.

"Authority" means a government, semi government, local government, statutory, public, ministerial, civil, administrative, fiscal or judicial body or authority.

"Commencing Date" means the date that AOP determines that all requirements set out in the Connection Contract have been satisfied in relation to Electrifying the Works.

"Connection Contract" means the agreement entitled " Contract for standard connection services for contestable ASP/1 connections" between AOP, and the Connection Customer dated on or about the date of this deed, including all documents described in the Connection Contract as comprising part of that agreement.

"Connection Customer" means the person described as the 'Connection Customer' in Item 4 of the Reference Schedule.

"Consent Letter" means a letter entered into by a mortgagee or other Interested Person as contemplated by clause 5, in the form, or substantially in the form, of the Draft Letter of Consent.

"Draft Letter of Consent" means the pro-forma letter attached as Annexure B.

"Draft Plan" means the draft plan annexed to this deed as Annexure A which generally describes the Proposed Lease Site.

"Interested Person" has the meaning given in clause 5.1.

"Landowner" means the person described as the 'Landowner' in Item 1 of the Reference Schedule.

"Lease" means the lease of the Lease Site to be granted to the Network Lessor under this deed, the terms of which will include those set out in registered memorandum number AK980904 and any other terms required by AOP under clause 2.3(b).

"Lease Site" means that part of the Property to be leased to the Network Lessor under the Lease.

"LRS" means NSW Land Registry Services.

"Network Lessor" means Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385.

"Property" means the land described in Item 2 of the Reference Schedule.

"Proposed Lease Site" means the land shown in the Draft Plan as the land intended to be the Lease Site, as adjusted by the Site Boundary Adjustments.

"Site Boundary Adjustment" means those adjustments, alterations or enlargements of the Proposed Lease Site required under clause 2.2(c).

"Works" means the works subject to the Connection Contract between AOP and the Connection Customer.

1.2 Interpretation

Unless expressed to the contrary, in this deed:

(a) words importing:

(i) the singular include the plural and vice versa; and

(ii) any gender includes the other genders;

(b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;

(c) a reference to:

(i) a person or an entity includes a firm, unincorporated association, partnership, corporation and a government or statutory body or authority;

(ii) a person includes its legal personal representatives, successors and assignees;

(iii) legislation, a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(iv) a right includes a benefit, remedy, discretion, authority or power; and

(v) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;

(d) the Reference Schedule of this deed is binding on the parties and forms part of this deed;and

(e) notes and instructions for completion are included for guidance only and do not form part of this deed.

1.3 Landowner acknowledgement

The Landowner acknowledges that AAP and any other entity which may become the lessee of the Network Lessor's network infrastructure assets, or any nominee of AAP or such lessee (which may include a sublessee of such assets from that lessee), may exercise the rights and perform the obligations of AOP under this Deed as if that lessee or nominee were AOP.

2. Early Access, Draft Plan and Survey Plan

2.1 Early Access

From the date of this deed until registration of the Lease, the Landowner must ensure that AOP is given unimpeded access to the Proposed Lease Site (suitable for truck access in all weather conditions) for:

(a) carrying out any Works; and

(b) doing anything AOP is obliged or permitted to do under the Connection Contract and this deed.

2.2 Acknowledgement

The parties acknowledge and agree that:

(a) the Draft Plan generally describes the Proposed Lease Site;

(b) it is intended that some or all of the Works will be carried out on the Proposed Lease Site; and

(c) AOP may require, acting reasonably, the Proposed Lease Site to be altered, adjusted or enlarged, having regard to the actual location of the Works and the use of the Lease Site contemplated by the Lease.

2.3 Preparation of Survey Plan and Lease

(a) The Landowner acknowledges that in accordance with the Connection Contract the Connection Customer must engage a Registered Surveyor to prepare and provide to AOP:

(i) a Survey Plan of the Proposed Lease Site;

(ii) prior to Electrification a copy of the Survey Plan showing in red ink all of the assets installed by or on behalf of AOP including poles and the centre line of the electricity cables (or cable ducts if used) and the location of any substation, signed by the Registered Surveyor; and

(iii) a statement (addressed to AOP) accompanying the copy of the Survey Plan referred to in clause 2.3(a)(ii) certifying that that Survey Plan is correct and that the information shown in red ink on that plan has been accurately located to the Registered Surveyor's satisfaction.

(b) Promptly after receipt of the Survey Plan, AOP will notify the Landowner of any changes that it requires to the terms of the Lease.

2.4 Landowner Consent

The Landowner must, promptly after any request from the Connection Customer, AOP or the Network Lessor, sign any document or do any thing required of the Landowner in its capacity as owner of the Property to carry out, complete or perfect any thing contemplated under this deed, including without limitation, signing any application as landowner to be submitted to any Authority.

3. Lease

3.1 Grant of Lease

The Landowner must grant and the Network Lessor must accept the Lease, from and including the Commencing Date.

3.2 Execution of Lease

(a) The Landowner must execute the Lease and the Survey Plan within 5 Business Days of the date AOP confirms its approval of (or otherwise provides details of changes required to) the draft form of Lease as contemplated in clause 2.3(b), and must give AOP two original copies (executed by the Landowner) of the Lease (such Lease must have been completed by the Landowner as contemplated in clause 3.2(c) and stamped by the Office of State Revenue (if required)) and the Survey Plan.

(b) No later than the date which is 5 Business Days after the Landowner gives two original copies of the Lease and the Survey Plan (executed by the Landowner) to AOP under clause 3.2(a) the Landowner must produce or procure the production of the certificate or certificates of title to the Property to LRS to enable registration of the Lease. The Landowner must promptly notify AOP of the production of the title.

(c) AOP authorises the Landowner to insert into the Lease and the Landowner must insert into the Lease:

(i) any amendments required by AOP under clause 2.3(b); and

(ii) all details necessary to complete the Lease so that after execution and stamping it is in registrable form, excluding the commencing and termination dates which will be inserted by AOP under clause 3.2(d).

(d) As soon as reasonably practicable after AOP receives the executed Lease from the Landowner, AOP must complete both original copies of the Lease by inserting the Commencing Date and termination date and must procure the execution of the Lease by or on behalf of the Network Lessor and deliver the Lease to the Connection Customer, who is obliged under the terms of the Connection Contract to lodge the Lease for registration.

(e) The Landowner authorises AOP to either annex the Survey Plan to the Lease, or to separately register the Survey Plan, and to make any consequential changes to the Lease to ensure that it correctly identifies the Survey Plan and is in registrable form.

3.3 Lease binding

The Landowner is bound by the Lease from and including the Commencing Date even though the Lease may not have been executed, stamped or registered at that date.

4. Network Lessor and AOP may lodge caveat

4.1 Caveat - the Property

(a) The Landowner acknowledges and agrees that upon execution of this deed by the parties, the Network Lessor and AOP each have a caveatable interest in the Property and the Landowner will not do anything or omit to do anything that will or may adversely affect their interests in the Property.

(b) The Landowner acknowledges that the Network Lessor and/or AOP may lodge a caveat or procure the lodgement of a caveat against the Property after the date of this deed to give notice of its interest in the Property under this deed.

(c) If a caveat is lodged under this clause 4.1, the Network Lessor and AOP agree to promptly consent to any dealing which relates to the Property which does not adversely affect their interest in the Property.

5. Consent required

5.1 Consent of mortgagee and interested persons

(a) If, at the date of this deed, the Property is subject to a mortgage or if any person **("Interested Person")** has an interest in the Property (whether or not it is noted or registered on the title to the Property), the Landowner must, on or before the date of this deed:

(i) obtain the mortgagee's or the Interested Person's (as applicable) consent to the granting to AOP and the Network Lessor of rights under this deed and to the proposed Lease in favour of the Network Lessor;

(ii) procure the mortgagee or the Interested Person (as applicable) to sign a Letter of Consent substantially in the form of the Draft Letter of Consent; and

(iii) provide to AOP any Letter of Consent required under this clause signed by the mortgagee or the Interested Person (as applicable).

(b) If, after the date of this deed and prior to registration of the Lease, the Landowner proposes to grant a mortgage or otherwise encumber the Property or grant any person **("Interested Person")** an interest in the Property, then prior to such dealing the Landowner must:

(i) obtain AOP's consent (acting reasonably);

(ii) procure any mortgagee or Interested Person (as applicable) to sign a Letter of Consent substantially in the form of the Draft Letter of Consent; and

(iii) provide to AOP any Letter of Consent required under this clause signed by the mortgagee or Interested Person (as applicable).

(c) If, after the date of this deed and prior to registration of the Lease, the Landowner proposes to transfer its estate or interest in the Property to any person **(transferee),** the Landowner must ensure that prior to or simultaneously with such transfer, the transferee enters into a deed with AOP, on terms acceptable to AOP (acting reasonably) under which the transferee agrees to be bound by the obligations of the Landowner under this deed.

6. Power of attorney

6.1 Power of Attorney

(a) The Landowner irrevocably appoints AOP and any other person who is authorised to sign a lease on behalf of AOP severally as its attorney **(Attorney)** to:

(i) complete the Lease if the Landowner does not comply with clause 3.2(c);

(ii) execute the Lease or the Survey Plan (or both) on behalf of the Landowner if the Landowner does not comply with clause 3.2(a); or

(iii) do anything that the Attorney considers is necessary or desirable to register the Lease at LRS.

(b) The authority of an Attorney is limited to those matters referred to in clause 6.1(a).

(c) The Landowner must ratify anything done by an Attorney where the Attorney has acted pursuant to its authority under this clause.

(d) The Landowner gives the power of attorney in this clause:

(i) for the purpose of allowing AOP to complete the registration of the property interests which the Landowner has agreed to grant to the Network Lessor under this deed; and

(ii) for valuable consideration, receipt of which is acknowledged by the Landowner.

(e) If the Landowner is a natural person, the power of attorney is given with the intention that it continues even if the Landowner suffers loss of capacity through unsoundness of mind after signing this deed.

7. Default by Landowner

7.1 AOP to serve notice of default

If the Landowner does not comply with any of its obligations under this deed, AOP may serve a notice of default on the Landowner, specifying the default and requiring it to be rectified by the Landowner within 14 days of service of the notice.

7.2 Non-compliance with notice of default

Without limiting AOP's rights at law, the Landowner acknowledges that if it does not rectify a breach of this deed in accordance with a notice of default served on the Landowner by AOP, damages may not be an adequate remedy and AOP may seek:

(a) an award for specific performance; or

(b) an order for immediate injunctive relief.

7.3 Compulsory Acquisition

The Landowner:

(a) acknowledges that under section 44 of the *Electricity Supply Act 1995* (NSW) the Network Lessor is empowered to acquire land or an interest in land for the purposes of exercising its functions under that Act or any law, either by agreement or by compulsory process in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991;*

(b) acknowledges and agrees that if the Landowner does not comply with its obligations under this deed the Network Lessor may, but is not obliged to, compulsorily acquire a leasehold interest in the Lease Site in accordance with the *Land Acquisition (Just Terms Compensation) Act 1991;* and

(c) having received valuable consideration for entering into this deed:

(i) releases the Network Lessor, AAP and AOP from any liability to pay any further compensation to the Landowner; and

(ii) is liable for any costs or expenses incurred by the Network Lessor, AAP and AOP under the indemnity contained in clause 7.4,

if the Network Lessor compulsorily acquires a leasehold interest in the Lease Site after the Landowner has failed to comply with its obligations under this deed.

7.4 Indemnity

The Landowner is liable for and indemnifies each of AOP, AAP and the Network Lessor against any claim, action, damage, loss (including legal costs on a solicitor-client basis), liability, cost or expense which AOP, AAP and/or the Network Lessor incur or are liable for in connection with any breach by the Landowner of this deed.

8. General

8.1 Notices

All communications (including notices, consents, approvals, requests and demands) under or in connection with this deed:

(a) must be in writing; and

(b) must be sent to the address or email address as shown in Item 1 of the Reference Schedule to this deed (or as otherwise notified by that party to each other party from time to time).

8.2 Governing law

This deed is governed by and must be construed according to the law applying in New South Wales.

8.3 Jurisdiction

Each party irrevocably:

(a) submits to the non-exclusive jurisdiction of the courts of New South Wales and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating to this deed; and

(b) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 8.3(a).

8.4 Expenses

(a) Subject to clause 8.4(b), each party must pay their own costs, charges and expenses (including legal costs) in relation to preparing, negotiating and executing this deed.

(b) The cost and lodgement fees of lodging and withdrawing the caveat referred to in clause 4.1 together with all related incidental costs will be borne by the Landowner.

(c) Each party agrees to promptly pay (after written demand) to the other party any costs payable by that party.

8.5 Amendments

This document may only be varied or replaced by a document duly executed by the parties.

8.6 Counterparts

(a) This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

(b) The counterparts of this deed may be executed electronically and delivered by electronic transmission. A counterpart executed electronically and delivered by electronic transmission is deemed to have the same legal effect as delivery of an original executed copy of this deed.

8.7 Consents

A consent required under this deed from a party may be given or withheld, or may be given subject to any conditions, as that party (in its absolute discretion) thinks fit, unless this deed expressly provides otherwise.

8.8 Parties acknowledgement

The parties acknowledge that no relationship of agency, partnership or joint venture shall arise under this deed.

8.9 Entire understanding

No oral explanation provided by any party to another shall:

(a) affect the meaning or interpretation of this deed; or

(b) constitute any collateral agreement warranty or understanding between any of the parties.

8.10 Set off

AOP may (but is not obliged to) set off any amount payable by AOP under or in connection with this deed to the Landowner against any amount payable by the Landowner to AOP.

8.11 Waiver

Failure (or delay) to exercise, or partial exercise of a right, power or remedy provided by law or under this deed by a party, does not preclude the exercise of that or any other right, power or remedy provided by law or under this deed. A waiver or consent under this deed must be in writing.

8.12 Other

The Network Lessor and AAP are entitled to the benefit of any indemnity, warranty, covenant, agreement, undertaking, release or any other provision expressed to be for the benefit of the Network Lessor and/or AAP, as applicable, under this deed, including the indemnity in clause 7.4, and AOP holds such benefit on trust for the Network Lessor and AAP and AOP is entitled to enforce such provisions on behalf of the Network Lessor and AAP.

Annexure A - Draft Plan
(Clause 1.1)

Annexure B - Draft Letter of Consent
{Clause 5)

[ON LETTERHEAD OF INTERESTED PARTY]

Ausgrid Operator Partnership (ABN 78 508 211 731), trading as Ausgrid

Dear Sir/Madam

Consent to lease
Property: ***(insert address of property)***

[Insert details of Interested Party] consents to the grant to Alpha Distribution Ministerial Holding Corporation ABN 67 505 337 385 of the Lease as contemplated in the Deed of Agreement for Lease between Ausgrid Operator Partnership (ABN 78 508 211 731) and ***[Insert details of the Landowner]*** dated ***[Insert Date]*** and acknowledges the rights of Ausgrid Operator Partnership (ABN 78 508 211 731) under the Deed of Agreement for Lease.

[Insert details of Interested Party] agrees to sign or do anything to facilitate registration of the Lease.

Signed by an Authorised Representative

_____

Dated

_____