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REGISTER SEARCH STATEMENT (Title Search) Transfer of Land Act 1958

VOLUME 11993 FOLIO 352

Security no : 124131104090H
Produced 05/01/2026 11:16 AM

LAND DESCRIPTION

Lot 1 on Title Plan 954619S.
PARENT TITLE Volume 11497 Folio 949
Created by Application No. 141386J 20/06/2018

REGISTERED PROPRIETOR

Estate Fee Simple
Sole Proprietor
THE LORETO PROPERTY ASSOCIATION of "LORETO CONVENT" MANDEVILLE CRESCENT
TOORAK VIC 3142
Application No. 141386J 20/06/2018

ENCUMBRANCES, CAVEATS AND NOTICES

Any encumbrances created by Section 98 Transfer of Land Act 1958 or Section 24 Subdivision Act 1988 and any other encumbrances shown or entered on the plan set out under DIAGRAM LOCATION below.

Warning as to Dimensions

Any dimension and connecting distance shown is based on the description of the land as contained in the General Law Title and is not based on survey information which has been investigated by the Registrar of Titles.

Warning as to subsisting interests

This title is based on General Law documents which have not been investigated by the Registrar of Titles. Subsisting interests under the General Law may affect this title.

NOTICE OF INTEREST SECTION 26F
AL121288G 30/05/2014

DIAGRAM LOCATION

SEE TP954619S FOR FURTHER DETAILS AND BOUNDARIES

ACTIVITY IN THE LAST 125 DAYS

NUMBER	STATUS	DATE
AZ961829P	CONVERT A PCT TO AN ECT Completed	19/12/2025

-----END OF REGISTER SEARCH STATEMENT-----

Additional information: (not part of the Register Search Statement)

Street Address: "LORETO COLLEGE" 1600 STURT STREET LAKE WENDOUREE VIC 3350

ADMINISTRATIVE NOTICES

NIL

eCT Control REGISTRAR OF TITLES
Effective from 19/12/2025

DOCUMENT END

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AP141386J

20/06/2018

\$0

23



APPLICATION

*to bring land under the operation of the
Transfer of Land Act 1958*

SECTION 23 Transfer of Land Act 1958

Lodged by:

Name: REGISTRAR OF TITLES

Address: _____

Phone: _____

Ref:

Customer Code: 35D

REGISTRAR'S CONVERSION Section 26S (b) (ii) Transfer of Land Act 1958

The named registered owner/s appear to be the proprietors of the subject land subject to any encumbrances shown.

The Subsisting Interest title generated from this application reflects the position of the Property Law Register upon its closure on 31/12/1998.

The warning in the form of Part V of the Fifth Schedule of the *Transfer of Land Act 1958* that is recorded on the folio for the land may be removed:

- i) At any time by application under Section 14 or Section 15 of the *Transfer of Land Act 1958*; or
- ii) After 15 years from creation of the folio, by application under Section 26D of the Act

AL121288G

30/05/2014 \$66.50 26F



Deed of Surrender of Lease

THE LORETO PROPERTY ASSOCIATION

ACN 004 169 644

and

POWERCOR AUSTRALIA LTD

ACN 064 651 056

LEASE NO X7622

PROPERTY: 1600 STURT ST BALLARAT

AL121288G

30/05/2014 \$56.50 26F



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Annexures

A LEASE



DEED OF SURRENDER OF LEASE

DATE 16th Day of MAY 2014

PARTIES

THE LORETO PROPERTY ASSOCIATION ACN 004 169 644 (Lessor);

POWERCOR AUSTRALIA LTD ACN 064 651 109 (Lessee)

RECITALS

- A. The Lessee is entitled to possession of the Premises under the Lease.
- B. The Lessee surrenders, and the Lessor accepts the surrender of the Lease, subject to the provisions of this deed.

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this deed, unless the context otherwise requires:

Business Day means a day on which banks are open for general banking business in the city in which the Premises are located.

GST means the same as in the GST Law, and any applicable additional tax, penalty tax, fine, interest or other charge.

GST Law means the same as "GST law" means in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Lease means the lease of the Premises dated 17 November 1995 made between the Lessor and the Lessee a copy of which forms annexure A, including all the covenants which touch and affect the freehold in the Premises and the personal obligations under the lease.

Premises means the premises which are the subject of the Lease.

Surrender Date means 5:00pm on 20 February 2014

1.2 Interpretation

In this deed, unless the context otherwise requires:

- (a) a word or phrase has the same meaning as in the Lease;
- (b) the singular includes the plural and vice versa;
- (c) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa;

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- (d) a reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time; and
- (e) a reference to any thing (including any right) includes a part of that thing.

1.3 Business Day

If the day on which any act, matter or thing to be done under this deed is not a Business Day, that act, matter or thing must be done on the preceding Business Day.

2. SURRENDER AND RELEASE

2.1 Surrender of Lease

The Lessee surrenders to the Lessor its interest in the Lease and in the Premises from the Surrender Date.

2.2 Release of Lessee

The Lessor releases the Lessee from all of its obligations under the Lease arising after the Surrender Date.

2.3 Release of Lessor

The Lessee releases the Lessor from all obligations under the Lease, except for any obligation of which the Lessee has given the Lessor written notice before the date of this deed or for any liability relating to matters occurring on or before the Surrender Date.

3. LESSEE'S OBLIGATIONS

On the Surrender Date, the Lessee must deliver possession of the Premises in the manner and condition required under the Lease.

4. WARRANTIES

Each party warrants and represents to the other that:

- (a) it has full power and authority to enter into this deed;
- (b) this deed constitutes legal, valid and binding obligations of that party in accordance with its terms;
- (c) its signing or performance of this deed do not conflict with or result in a breach of or default under:
 - (i) if it is a corporation, its constitutional documents;
 - (ii) any agreement or document which is binding on it; or
 - (iii) any writ, order, injunction, judgment.

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5. GST

5.1 Payment of GST

- (a) A recipient of a taxable supply made under this document must pay to the supplier, in addition to the consideration for the taxable supply, any GST paid or payable by the supplier in respect of the taxable supply.
- (b) The recipient must pay the GST to the supplier at the same time as the consideration is payable.

5.2 Reimbursements

A party's obligation to reimburse another party for an amount paid or payable to a third party (eg a party's obligation to pay another party's legal costs) includes GST on the amount paid or payable to the third party except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

5.3 Tax invoice

Each party making a taxable supply under this document must issue a tax invoice to the other party for each taxable supply within 14 days of making the taxable supply.

5.4 Adjustment note

Each party must issue an adjustment note to the other party within 14 days of becoming aware of an adjustment event relating to a taxable supply by it under this document.

5.5 Indemnities

- (a) If a payment under an indemnity gives rise to a liability to pay GST, the payer must pay, and indemnify the payee against, the amount of that GST.
- (b) If a party has an indemnity for a cost on which that party must pay GST, the indemnity is for the cost plus all GST (except any GST for which that party can obtain an input tax credit).
- (c) A party may recover payment under an indemnity before it makes the payment in respect of which the indemnity is given.

6. GENERAL

6.1 Notices

- (a) For the purpose of this clause notice means a notice, consent, approval or other communication under this deed.
- (b) A notice must be 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;
 - (ii) sent by pre-paid mail to that person's address; or

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- (iii) transmitted by facsimile to that person's address.
- (c) A notice given to a person in accordance with this clause is regarded as having been given and received:
 - (i) if delivered to a person's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
 - (ii) if sent by pre-paid mail, on the third Business Day after posting; or
 - (iii) if transmitted by facsimile to a person's address and a correct and complete transmission report is received, on the day of transmission if the report states that transmission was completed before 5:00 pm on a Business Day, otherwise at 9:00am on the next Business Day.

6.2 Governing law

This deed is governed by the law in force in Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria and any courts which may hear appeals from those courts in respect of any proceedings in connection with this deed.

6.3 Waiver

The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

6.4 Amendment

This deed may only be amended or supplemented by deed.

6.5 Severability

Any provision in this deed which is invalid or unenforceable in any jurisdiction:

- (a) is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable; or
- (b) if the provision cannot be read down under paragraph (a), is capable of being severed to the extent of the invalidity or unenforceability,

without affecting the remaining provisions of this deed or affecting the validity or enforceability of that provision in any other jurisdiction.

6.6 Entire agreement

This deed is the entire agreement of the parties on the subject matter. The only enforceable obligations and liabilities of the parties in relation to the subject matter are those that arise out of the provisions contained in this deed. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this deed.



6.7 Costs and expenses

Each party will bear its own costs in relation to the negotiation, preparation, execution and delivery of this deed.

6.8 Liability of parties

If two or more parties are included within the same defined term in this deed:

- (a) a liability of those parties under this deed is a joint liability of all of them and a several liability of each of them;
- (b) a right given to those parties under this deed is a right given severally to each of them; and
- (c) a representation, warranty or undertaking made by those parties is made by each of them.

6.9 Further assurances

Each party must do, sign, execute and deliver and must procure that each of its employees and agents does, signs, executes and delivers, all deeds, documents, instruments and acts reasonably required of it or them by notice from another party to carry out and give full effect to this deed and the rights and obligations of the parties under it.

6.10 Conflict

Where any right, power, authority, discretion or remedy of the Lessor under this deed is inconsistent with the powers conferred by applicable law then to the extent not prohibited by that law, the powers conferred by applicable law are regarded as negated or varied to the extent of the inconsistency.

6.11 Inconsistency with Lease

If there is any inconsistency between the Lease and this deed, this deed prevails.

6.12 Counterparts

This deed may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

6.13 Attorneys

Each attorney executing this deed declares that the attorney has no notice of the revocation or suspension of the power of attorney under the authority of which the attorney executes this deed.

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EXECUTED as a deed.

Executed by **THE LORETO PROPERTY ASSOCIATION ACN 004 169 644** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Margaret Sculley
Signature of Director

Noel Curran
Signature of Director/Secretary

Margaret Sculley
Name of Director

Noel Curran
Name of Director/Secretary

10-3-14
Date

EXECUTED by **POWERCOR AUSTRALIA LTD ACN 064 651 109** by its duly appointed attorney **SIMON LUCAS, Company Secretary** pursuant to Power of Attorney dated **4 October 2013** in the presence of:

[Signature]

J. Laughton
Witness

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ANNEXURE A

LEASE



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PLAN**

POWERCOR AUSTRALIA LTD
~~ELECTRICITY SERVICES VICTORIA~~

Photo 1st 2nd 3rd 4th
x7622
Ballaarat

1 THIS LEASE made on the date and BETWEEN the party described in the First Schedule hereto as the Lessor ("the Lessor") on the one part AND the party described as the Lessee ("the Lessee") of the other part WITNESSES that the Lessor HEREBY DEMISES unto the Lessee ALL THAT the land described in the First Schedule TOGETHER with the rights set out in the Second Schedule hereto TO HOLD unto the Lessee for the term and at the rental set out in the First Schedule.

2 The LESSEE itself and its assigns HEREBY COVENANTS with the Lessor and his assigns that the Lessee during the term hereby granted -

2.1 Will pay the said rent.

2.2 Will not assign underlet or part with the possession of the demised premises or any part thereof without the consent in writing of the Lessor.

2.3 Will use the demised premises only as a site for an electrical substation and for other purposes incidental to the receiving distributing transforming and supplying of electricity.

2.4 Will keep the demised premises in good and tenantable repair and condition and within a reasonable time after the expiration or sooner determination of the said term remove from the demised premises the substation and electrical apparatus of the Lessee and amend or make reparation of all damage caused to the demised premises thereby.

3 AND the LESSOR itself and its assigns HEREBY COVENANTS with the Lessee and its assigns -

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3.1 That the Lessee performing and observing all the covenants by the Lessee herein contained may quietly hold and enjoy the demised premises during the said term without any interruption from the Lessor or any person claiming through the Lessor.

3.2 That the Lessor will keep the easement area referred to in the Second Schedule free of anything which is or may be an obstruction or hindrance to or an interference with the rights hereby granted.

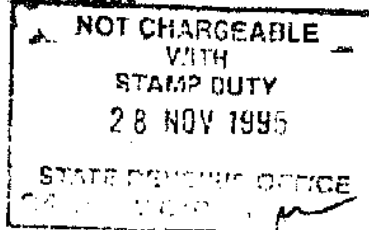
3.3 That the Lessor will pay all rates taxes assessments and outgoings of every description payable in respect of the demised premises.

4 PROVIDED ALWAYS and it is HEREBY AGREED and DECLARED:

4.1 That if there shall be a breach of any of the covenants by the Lessee herein contained the Lessor may re-enter upon the demised premises and immediately thereupon the said term shall determine.

4.2 That should the Lessee with the consent expressed or implied of the Lessor remain in occupation of the demised premises after the expiration of the term hereby created or any extension thereof then as from such expiration the Lessee shall be deemed to be a yearly tenant subject to the provisions of this Lease so far as the same can be construed to apply to a yearly tenancy and such tenancy may be determined at any time by twelve months previous notice in writing by either party to the other.

4.3 That any notice or demand by one party hereto on or to the other party to be made or given under this Lease shall be sufficiently made or given if in writing and delivered to the party to whom it is directed or if posted by prepaid mail and addressed to such party at its address herein set out.



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4.4 If the Lessee shall desire to take a renewed lease of the demised premises for the further term set out in the First Schedule from the expiration of the term here granted and of such desire shall prior to the expiration of the said term give to the Lessor THREE MONTHS previous notice in writing and shall pay the rent reserved by and perform the covenants by the Lessee herein contained up to the expiration of the term hereby granted the Lessor will demise to the Lessee the demised premises for the further term as set out in the First Schedule at the same annual rental and subject to the same covenants and provisos as are herein contained except this proviso for renewal.

5 In the interpretation of these presents wherever the context admits "Lessor" shall be deemed to include the executors administrators and transferees of the Lessor and other persons deriving title under the Lessor.

Where there is more than one Lessor the Covenants on their part shall be deemed joint and several covenants.

Where the Lessor is a corporation "Lessor" shall be deemed to include it and its successors and transferees.

"Lessee" shall include ^{Powercor Australia Ltd} ~~Electricity Services Victoria~~ and its successors and permitted assigns.

Words importing the singular shall be deemed to include the plural and vice versa and words importing the masculine gender shall mean and include the feminine gender and neuter gender.

6 THE FIRST SCHEDULE

- 6.1 The Date of the Lease: November 17, 1995
- 6.2 The Lessor: THE LORETO PROPERTY ASSOCIATION A.C.N. 004 169 644 of Mandeville Crescent, Toorak
- 6.3 The Lessee: POWERCOR AUSTRALIA LTD A.C.N. 064 651 109
~~ELECTRICITY SERVICES VICTORIA~~
of 15 William Street Melbourne
Level 3, 77 Southbank Boulevard, Southbank 3006
- 6.4 The Demised Land: ALL THAT piece of land delineated and marked L-1
~~coloured/~~marked on the plan annexed hereto and
being part of the land described in Certificate
of Title Volume Folio
Conveyance Book 540 No 779
- 6.5 The Term of the Lease: Thirty (30) Years
- 6.6 The Commencement Date of the Lease: November 17, 1995
- 6.7 The Rent: Ten Cents Per Annum
- 6.8 The Method of Payment of Rent: On Demand
- 6.9 The Further Term of the Lease: Thirty (30) Years



7 THE SECOND SCHEDULE

~~Full and free right and liberty to and for the Lessee and its contractors servants agents and workmen to enter in and upon and to go pass and repass through over and along all parts of the land delineated and coloured/marked on the said plan annexed hereto (hereinafter called "the easement area") during the term hereof or any extension thereof for the purpose of erecting inspecting repairing maintaining renewing and removing such poles cables wires and other apparatus and appliances as may be required or desired for the transmission of electricity but so always that every electric cable or wire shall be erected at least metres above the surface of the easement area.~~

Full and free right and liberty to and for the Lessee and its contractors servants agents and workmen to enter in and upon and to go pass and repass through over and along all parts of the land delineated and coloured/marked E-2 on the said plan annexed hereto (hereinafter called "the easement area") during the term hereof or any extension thereof for the purpose of laying underground and fixing and covering in and inspecting repairing maintaining renewing and removing such electric cables wires and other apparatus and appliances as may be required or desired for the transmission of electricity but so always that the said appliances shall be set about point four six metres below the surface of the easement area.

Full and free right and liberty to and for the Lessee and its contractors servants and workmen during the said term or any extension thereof to go pass and repass over and along all parts of the land coloured/marked E-1 and E-2 on the said plan annexed hereto with or without vehicles and equipment at all times and for all purposes of this Lease.

~~Full and free right and liberty to and for the Lessee and its contractors servants agents and workmen during the said term or any extension thereof to traverse on foot at all times for any of the purposes of this Lease all parts of the land coloured/marked on the said plan annexed hereto for the purpose of ingress to and egress from the demised premises and/or other easement areas defined whether with or without such equipment cables wires pipes ducts outlets galvanised iron pipe conduits p.v.c. conduits encased in concrete apparatus appliances and protective coverings as may be required or desired for the purposes hereof.~~



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POWERCOR AUSTRALIA LTD
~~ELECTRICITY SERVICES VICTORIA~~

AND

THE LORETO PROPERTY ASSOCIATION

LEASE
(NO X7622)

File No: 77A84501

deceived into the Office of the
Registrar General of the State
of Victoria this 6th day of
December 1991 at the
hour of 1-10 in the City zone
A memorial of the within
land No. 996 Book 902



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THE LORETO PROPERTY ASSOCIATION

and

POWERCOR AUSTRALIA LTD

**LEASE
SUBSTATION (KIOSK TYPE)**

LEASE NO. X8221

"STURT - HAMILTON"

Property: 1600 STURT STREET BALLARAT

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REFERENCE SCHEDULE

LANDLORD THE LORETO PROPERTY ASSOCIATION (ACN 004 169 644)
of Level 2, 257 Auburn Road, Hawthorn East

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

LAND The land described in Conveyance Book 902 Page 996.

PREMISES The premises located at 1600 Sturt Street Ballarat and marked L-1 on the plan attached to this Lease as Annexure "B".

COMMENCEMENT DATE OF THIS LEASE 19th day of February 2014

RENT \$0.10c per annum payable on demand.

TERM Thirty (30) 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 One (1) further term of Thirty (30) years.

NOTICES

The address for service of the Landlord is:

Attention:
Address: Level 2, 257 Auburn Road, Hawthorn East
Facsimile:

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

2.

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 E-2 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;
2. All the land marked E-1 on the plan in Annexure B, with or without vehicles and equipment, at all times and for all purposes of this Lease; and
3. All the land marked E-1 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.



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LEASE made the 16th day of MAY 20 14

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.

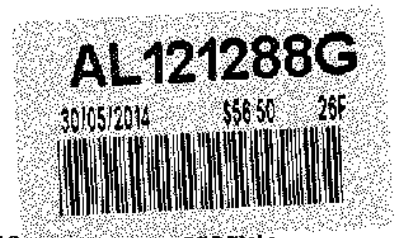
"Tenant" where the context permits, includes the Tenant's permitted assignees, sub-lessees, agents, employees, licensees, contractors and invitees.

"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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2.

- (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.



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.



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.

4.9 Landlord's Warranty

- (a) The Landlord warrants that it has investigated the chain of title under which it holds the Land and:
 - (i) it has good title to the Land and is entitled to grant this Lease; and
 - (ii) neither it nor any of its predecessors in title has granted any right over the Land which would be inconsistent with the grant of this Lease including the Additional Rights.
- (b) The Landlord indemnifies and agrees to keep indemnified the Tenant against all claims, demands, proceedings, judgments, damages, costs and losses arising from a breach by the Landlord of the warranties in clause 4.9(a).



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
- (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

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7.

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,

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.



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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
 - (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

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- (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**).

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;

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- (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 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.

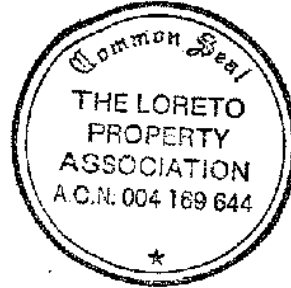


11.

EXECUTED as a deed.

Landlord.

Executed by **THE LORETO PROPERTY ASSOCIATION ACN 004 169 644** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:



Margaret Sculley
Signature of Director

[Signature]
Signature of Director/Secretary

Margaret Sculley
Name of Director

Neve Craven
Name of Director/Secretary

6-3-14
Date



Tenant.

EXECUTED by **POWERCOR AUSTRALIALTD ACN 064 651 109** by its duly appointed attorney **SIMON LUCAS, Company Secretary** pursuant to Power of Attorney dated **4 October 2013** in the presence of:

[Signature]

[Signature]
Witness Sign

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12.

**ANNEXURE A
MORTGAGEE'S CONSENT**

Not Applicable

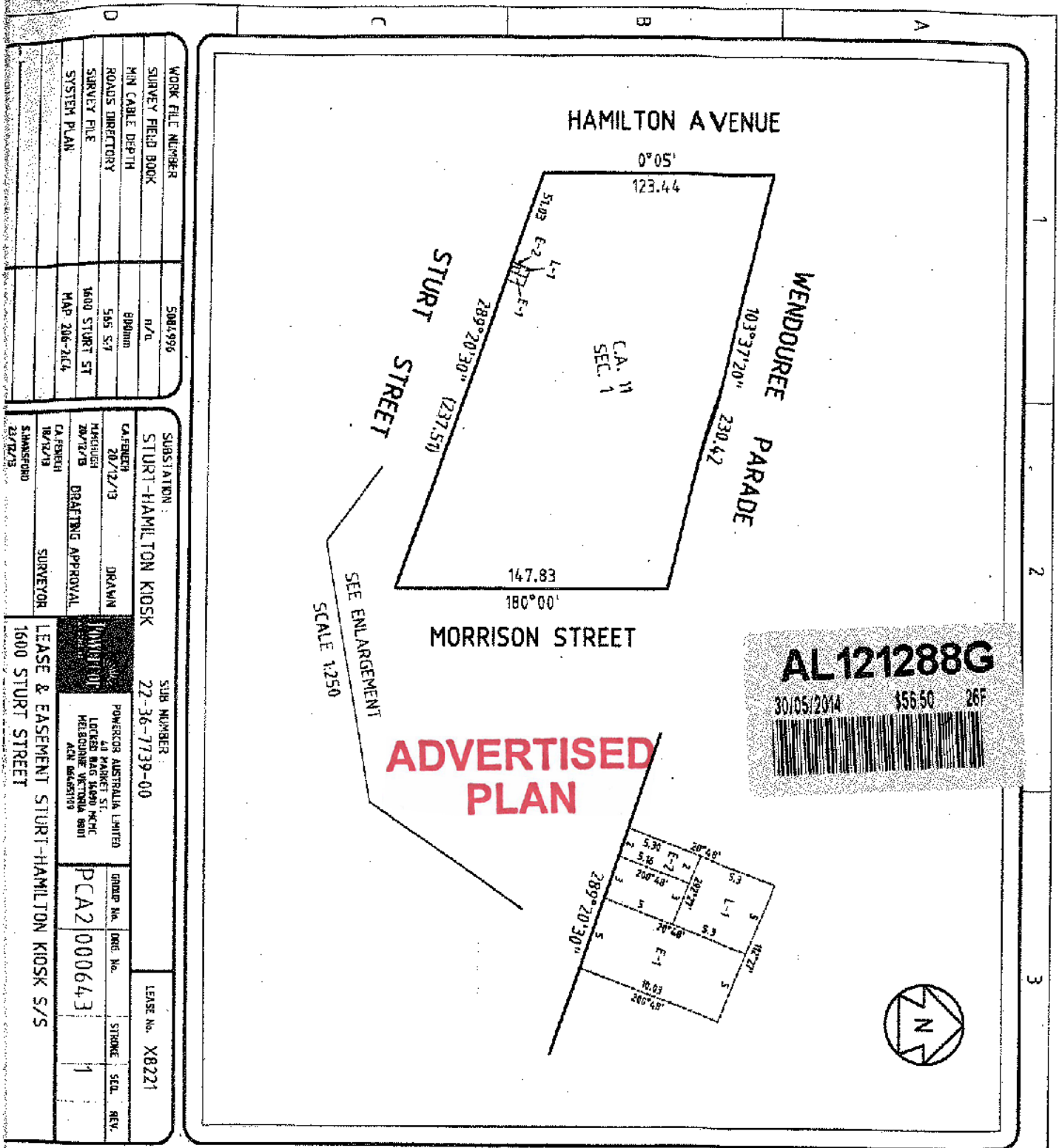


13.

**ANNEXURE B
PLAN OF PREMISES**

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AL121288G
 30/05/2014 \$55.50 26F

WORK FILE NUMBER	5084996
SURVEY FIELD BOOK	n/a
MIN CABLE DEPTH	800mm
ROADS DIRECTORY	565 S/S
SURVEY FILE	1600 STURT ST
SYSTEM PLAN	MAP 206-2424

SUBSTATION: STURT-HAMILTON KIOSK	
CA NUMBER	20/12/13
MANAGER	ZM/12/13
CA NUMBER	18/12/13
MANAGER	SM/12/13
DRAWN	
DRAFTING APPROVAL	
SURVEYOR	

SUB NUMBER	22-36-7739-00
POWERCOR AUSTRALIA LIMITED 40 MARKET ST. LEICESTER MCG 3490 VIC MELBOURNE VICTORIA 3001 ACN 064851019	
LEASE No.	X8221
GROUP No.	
DRG No.	
STONE	
SECT.	1
REV.	
LEASE & EASEMENT STURT-HAMILTON KIOSK S/S 1600 STURT STREET	

OFFICE USE ONLY

NOTATIONS

LEASE AND EASEMENTS REQUIRED IN FAVOUR OF POWERCOR AUSTRALIA LTD.

L-1
 LEASE FOR KIOSK TYPE SUBSTATION

E-1
 EASEMENT REQUIRED FOR CARRIAGEWAY

E-2
 EASEMENT REQUIRED FOR UNDERGROUND POWER SUPPLY

THE SERVIENT TITLE CONV. NO. 996 BOOK. 902 IS SHOWN ENCLOSED BY CONTINUOUS THICK LINES
 LAST PLAN REF: CA. 11 SEC. 1

PLAN FOR CREATION OF LEASE AND EASEMENTS

COUNTY GREENVILLE
 PARISH & TOWNSHIP BALLARAT
 SECTION 1
 CROWN ALLOTMENT 11 (PART)

SCALE
 0 20 40 60 80 100
 LENGTHS ARE IN METRES 1:2500

OFFICE USE ONLY

TITLE PLAN		EDITION 1	TP954619S	
LOCATION OF LAND PARISH: BALLARAT TOWNSHIP: BALLARAT SECTION: 1 CROWN ALLOTMENT: 11 (PART) CROWN PORTION: LAST PLAN REFERENCE: DERIVED FROM: DEPTH LIMITATION: NIL		NOTATIONS WARNING AS TO DIMENSIONS: ANY DIMENSION AND CONNECTING DISTANCE SHOWN IS BASED ON THE DESCRIPTION OF THE LAND CONTAINED IN THE GENERAL LAW TITLE AND IS NOT BASED ON SURVEY INFORMATION WHICH HAS BEEN INVESTIGATED BY THE REGISTRAR OF TITLES.		
EASEMENT INFORMATION E - ENCUMBERING EASEMENT. R - ENCUMBERING EASEMENT (ROAD). A - APPURTENANT EASEMENT.				THIS PLAN HAS BEEN PREPARED BY LAND VICTORIA FOR TITLE DIAGRAM PURPOSES Checked by: PRT Date: 2/6/2014 Assistant Registrar of Titles
Easement Reference	Purpose / Authority	Width (Metres)	Origin	Land benefited / In favour of
<div style="text-align: right; color: red; font-weight: bold; font-size: 1.2em;">ADVERTISED PLAN</div> <p style="text-align: center; font-weight: bold;">LOT 1</p> <p>Wendouree Parade: 103°37'20" (bearing), 230.42 (distance)</p> <p>Sturt Street: 289°20'30" (bearing), 237.51 (distance)</p> <p>Morrison Street: 180°00' (bearing), 147.83 (distance)</p> <p>Hamilton Avenue: 0°05' (bearing), 123.44 (distance)</p>				
LENGTHS ARE IN METRES	SCALE —	DEALING / FILE No: AP130389P / AL121288G		DEALING CODE: 26F
GOVERNMENT GAZETTE No:			SHEET 1 OF 1	