
AGREEMENT FOR LEASE

[Insert]

THIS AGREEMENT FOR LEASE IS MADE THE DAY OF 20

- (1) **[Insert Name of Landlord] (ACN [Insert]) ("LANDLORD")**
of [Insert Address] ; and

- (2) **CITIPOWER PTY LTD (ACN 064 651 056) ("TENANT")**
of Level 8, 40 Market Street, Melbourne.

RECITALS:

The parties acknowledge that they have agreed to enter into a lease of the Premises and they wish to formally record their agreement on the terms of this Agreement.

THE PARTIES AGREE AND DECLARE AS FOLLOWS:

1. The parties irrevocably acknowledge and agree that the Landlord has agreed to lease the Premises and grant the Additional Rights to the Tenant on the terms set out in this Agreement.

2. The parties agree to be immediately legally bound by the terms of this Agreement.

3. (a) The parties agree to have the terms of this Agreement incorporated into a formal lease document which will be more detailed and more precise, but not different in effect from this Agreement. The formal lease document will be in the form of the lease document attached to this Agreement (the "Lease").

- (b) As soon as the Premises adequate to house a substation of the type determined by the Tenant has been completed to the Tenant's satisfaction and the Premises and the Additional Rights areas have been determined to the Tenant's satisfaction:
 - (i) the Landlord will promptly provide a properly surveyed lease plan to the Tenant which reflects to the satisfaction of the Tenant the Premises and the Additional Rights areas; and

 - (ii) the Tenant will prepare the Lease (in duplicate), incorporating the lease plan, ready for execution by the Landlord and the Tenant.

- (c) The Landlord agrees to execute the Lease (in duplicate) as soon as practicable after the Lease has been delivered to the Landlord and to procure the execution of the mortgagee or caveator's consent (if applicable). The Landlord will then return the executed Lease (in duplicate) to the Tenant so that the Lease may be executed by the Tenant.

- (d) The Tenant may at the Tenant's sole discretion lodge a caveat on the Certificate of Title to the Land, noting the Tenant's interest under this Agreement. The Landlord consents to the lodgement of such caveat.
4. The Landlord may not without the prior written consent of the Tenant which consent may be withheld in the Tenant's absolute discretion, sell, transfer, subdivide, dispose of or otherwise deal with ("Dispose") the Land until the Lease has been executed by the Landlord and the Tenant and the Tenant has taken possession of the Premises under the Lease, except on the following basis:
- (a) the Landlord is not released from its obligations under this Agreement on any Disposition of the Land;
- (b) the Landlord must procure that any person to whom the Landlord sells, transfers or disposes of the Land or any part of the Land on which either the Premises or the Additional Rights areas are located or whom otherwise becomes the registered proprietor of the Land or any part of the Land on which either the Premises or the Additional Rights areas are located (including as a result of any subdivision) (the "New Owner") grants the Lease to the Tenant and otherwise complies with the terms of this Agreement; and
- (c) without limiting the generality of the foregoing, if the Land is subdivided before the Lease has been executed by the Landlord and the Tenant and before the Tenant has taken possession of the Premises under the Lease, then:
- (i) if an owners corporation is the New Owner of any part of the Premises upon subdivision, then prior to and immediately after the subdivision, the Landlord must ensure that it continues to own the freehold of all of the lots in the subdivision and otherwise takes all steps to ensure that it controls the owners corporation absolutely;
- (ii) the Landlord must procure that any New Owner grants the Lease to the Tenant as soon as practicable after the subdivision is registered; and
- (iii) the Landlord must not Dispose or assign its legal interest in any of the Land giving rise to a right to vote in or otherwise share control of the owners corporation, including without limitation proceeding with settlement of the sale of any lots in any subdivision, until it has procured the grant of the Lease to the Tenant.
5. This Agreement may be executed in any number of counterparts and all of those counterparts taken together constitute one and the same instrument.
6. Each party shall pay its own costs in relation to the preparation, completion and execution of this Agreement. To the extent that there is any stamp duty payable on this Agreement, the Landlord is responsible for the payment of such stamp duty.
7. (a) Words defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.

3.

- (b) A recipient of a taxable supply made under this Agreement 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.

8. In this Agreement:

- (a) unless otherwise defined, defined terms have the meaning given in the Schedule; and
- (b) references to this Agreement includes the Schedule.

SCHEDULE

- Landlord:** [Insert Name of Landlord] (ACN [Insert])
of [Insert Address]
- Tenant:** CITIPOWER PTY LTD ACN 064 651 056
of Level 8, 40 Market Street, Melbourne.
- Land:** [Insert Street No.] [Insert Street, Road, Avenue] [Insert Suburb]
contained in Certificate of Title Volume [Insert] Folio [Insert]
- Premises:** that part of the Land adequate to house an electricity substation of a type determined by the Tenant to be located on the Land, such adequacy to be determined by the Tenant, in its sole discretion. The part of the Land that is to form the Premises is to be identified by the Landlord, but if the Landlord fails to identify an area within 20 days of the Tenant requiring the Landlord to do so in writing, the Premises shall be that part of the Land specified by the Tenant having regard to the reasonable requirements of the Landlord.
- Additional Rights:** the right during the Term or any Further Term for the Tenant, its servants, its agents and contractors to enter and pass over:
- certain land to be identified by the Tenant for the purposes 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 of such items;
 - certain land to be identified by the Tenant for the purposes of laying underground, fixing, covering in, inspecting, repairing, maintaining, renewing and removing such electric cables, wires, other apparatus, and appliances as may be required or desired by the Tenant for the distribution of electricity, or to remove any obstructions to the access of such items;
 - certain land to be identified by the Tenant, with or without vehicles and equipment, at all times for all purposes of the Lease;
 - certain land to be identified by the Tenant on foot for any of the purposes of the Lease, for the purpose of ingress to and egress from the Premises, and/or other identified areas, with or without any materials, as may be required or desired for the purposes of the Lease.
- Term of Lease:** 30 years
- Further Terms:** One (1) further term of 30 years.

Annual Rent: \$0.10c per annum payable on demand.

Contribution to Outgoings by the Tenant: Nil

Commencement date of the Lease: The date of handover of the substation from the Landlord to the Tenant or a date mutually agreed between the parties, whichever is the earlier.

Other Terms and conditions: The conditions set out above, and those described in the Lease (including the definitions set out in the Lease).

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 **CITIPOWER PTY LTD**)
ACN 064 651 056 by its duly appointed)
attorney **STEVE MURRAY, Head of**)
Procurement pursuant to Power of)
Attorney dated **4 July 2017** in the presence)
of :

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Witness Sign

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