

TRANSFER GRANTING EASEMENT

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New South Wales
Real Property Act 1900

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

(A) TORRENS TITLE	Servient Tenement 100/1222372	Dominant Tenement 101/1222372

(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Reference: _____	CODE TG

(C) TRANSFEROR	Perpetual Trustee Company Limited ACN 000 001 007
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(D) The transferor acknowledges receipt of the consideration of \$ 1.00 and transfers and grants—

(E) DESCRIPTION OF EASEMENT	1. easement for electricity purposes (P3), 2. easement for electricity purposes (P4), and 3. easement for low voltage cable (P5), more fully set out in Annexure A. out of the servient tenement and appurtenant to the dominant tenement.
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(F) Encumbrances (if applicable):

(G) TRANSFEREE	Abacus Group Holdings Limited ACN 080 604 619
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DATE

(H) I certify that I am an eligible witness and that the transferor's attorney signed this dealing in my presence.
[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the transferor's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness:

Signature of attorney:

Name of witness:
Address of witness:

Attorney's name:
Signing on behalf of: Perpetual Trustee Company Ltd
Power of attorney-Book:
-No.:

I certify that I am an eligible witness and that the transferee's attorney signed this dealing in my presence.
[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the transferee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness:

Signature of attorney:

Name of witness:
Address of witness:

Attorney's name:
Signing on behalf of: Abacus Group Holdings Limited
Power of attorney-Book:
-No.:

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

Annexure A to Transfer Granting Easement

Between:

Perpetual Trustee Company Limited ACN 000 001 007 (transferor)

Abacus Group Holdings Limited ACN 080 604 619 (transferee)

Dated: _____

1. An easement for electricity purposes 3.3 wide limited in stratum affecting that part of the servient tenement shown as "(P3) PROPOSED EASEMENT FOR ELECTRICITY PURPOSES 3.3 WIDE LIMITED IN STRATUM" in Deposited Plan [], on the terms set out in clause 4 of this instrument.
2. An easement for electricity purposes 3.3 wide limited in stratum affecting that part of the servient tenement shown as "(P4) PROPOSED EASEMENT FOR ELECTRICITY PURPOSES 3.3 WIDE LIMITED IN STRATUM" in Deposited Plan [], on the terms set out in clause 4 of this instrument.
3. An easement for low voltage cable 1.2 wide and variable width limited in stratum affecting that part of the servient tenement shown as "(P5) PROPOSED EASEMENT FOR LOW VOLTAGE CABLE 1.2 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM" in Deposited Plan [], on the terms set out in clause 5 of this instrument.

4. Terms of easements for electricity purposes

4.1 In this easement the following terms have the following meanings:

ancillary works means works ancillary to the functions performed by electricity works, including structures (whether above, on or below the ground), equipment for signals, signals cables, service cables, connecting cables, and supports (including towers and poles);

Ausgrid means Alpha Distribution Ministerial Holding Corporation (ABN 67 505 337 385);

easement area means that part of the land shown as "(P3) PROPOSED EASEMENT FOR ELECTRICITY PURPOSES 3.3 WIDE LIMITED IN STRATUM" in Deposited Plan [];

electricity works means any electricity power lines or associated equipment or electricity structures (whether above, below or on the ground) that form part of Ausgrid's transmission or distribution network and includes mains, wires, cables (including optic fibre cables), pipes or conduits, switches, switchgear, fuses, control equipment, pillars, kiosks, transformers (including pad-mounted transformers), substations (including padmounted substations) and their contents, pits, ducts and ancillary works;

land means the land over which this easement is granted (being the land burdened by this easement);

landowner means the owner of the servient tenement and any person having an estate or interest in the land;

person includes a body corporate and a partnership and includes its successors and assigns; and

signals includes data or signals of any kind.

- 4.2 The owner of the dominant tenement may permit Ausgrid and all persons which Ausgrid authorises to:
- (a) construct, place, alter, extend, repair, inspect, renew, replace, maintain, remove, and use, on, to and from the easement area, any electricity works for conveying electricity or signals (or both); and
 - (b) convey, or permit the conveyance of, electricity or signals (or both) through the electricity works.
- 4.3 The landowner and the owner of the dominant tenement agree that:
- (a) any lessee of Ausgrid's transmission and distribution systems, and any nominee of any lessee (which may include a sublessee of Ausgrid's transmission and distribution systems from that lessee), may exercise the rights and perform the obligations of Ausgrid as if that lessee or nominee were Ausgrid, but only for so long as the lessee leases Ausgrid's transmission and distribution systems from Ausgrid; and
 - (b) a reference to persons which Ausgrid authorises is deemed to include lessees, employees, agents, contractors, visitors, invitees, licensees of and other persons claiming by, through or under such lessee or nominee.
- 4.4 For the purpose of exercising its rights under this easement, the owner of the dominant tenement may permit Ausgrid and all persons which Ausgrid authorises to:
- (a) enter the land at any time, with or without vehicles, plant and equipment, for any purposes within the terms of the easement; and
 - (b) do anything reasonably necessary to obtain access to the easement area; and
 - (c) on any part of the easement area, cut, trim or remove any trees, vegetation, undergrowth or anything that may interfere with the exercise of Ausgrid's rights under the easement; and
 - (d) do anything reasonably necessary for the exercise of Ausgrid's rights under the easement.
- 4.5 The landowner and the owner of the dominant tenement acknowledge that ownership of all electricity works remains with Ausgrid.
- 4.6 The owner of the dominant tenement must use its best endeavours to procure that Ausgrid:
- (a) endeavours to keep the electricity works in good repair; and
 - (b) in exercising its rights under the easement, does as little damage as practicable to the land; and
 - (c) repairs any damage it causes to the land, except that if after this easement is granted the landowner installs paving or other works to the surface of the easement area Ausgrid will not be obliged to restore the paving or those works; and
 - (d) subject to the rights granted under the easement, will not unreasonably impede the landowner's reasonable use of the land.
- 4.7 The landowner covenants with the owner of the dominant tenement that it will not:
- (a) do or allow anything that may interfere with, damage, or destroy the electricity works or interfere with the effective operation of the electricity works; or

- (b) obstruct Ausgrid in the exercise of its rights under the easement (or the exercise of those rights by a lessee or sublessee of Ausgrid's transmission and distribution systems as contemplated under clause 4.3); or
- (c) alter or permit to be altered the existing ground level within the easement area, or place or allow to be placed on the easement area any building, structure, driveway, paving, plant or item without Ausgrid's prior written permission, such permission not be unreasonably withheld.

5. Terms of easement for low voltage cable

5.1 In this easement the following terms have the following meanings:

easement area means that part of the land shown as "(P5) PROPOSED EASEMENT FOR LOW VOLTAGE CABLE 1.2 WIDE AND VARIABLE WIDTH LIMITED IN STRATUM" in Deposited Plan [];

electricity cable works means any electricity power lines or associated equipment;

signals includes data or signals of any kind.

5.2 The owner of the dominant tenement and all persons which it authorises may:

- (a) construct, place, alter, extend, repair, inspect, renew, replace, maintain, remove, and use, on, to and from the easement area, any electricity cable works for conveying electricity or signals (or both); and
- (b) convey, or permit the conveyance of, electricity or signals (or both) through the electricity cable works.

5.3 For the purpose of exercising its rights under this easement, the owner of the dominant tenement and all persons which it authorises may:

- (a) enter the land at any time, with or without vehicles, plant and equipment, for any purposes within the terms of the easement; and
- (b) do anything reasonably necessary to obtain access to the easement area; and
- (c) do anything reasonably necessary for the exercise of its rights under the easement.

5.4 The owner of the servient tenement acknowledge that ownership of all electricity cable works remains with the owner of the dominant tenement.

5.5 The owner of the dominant tenement must use its best endeavours to:

- (a) keep the electricity cable works in good repair; and
- (b) in exercising its rights under the easement, do as little damage as practicable to the land; and
- (c) repair any damage it causes to the land, except that if after this easement is granted the owner of the servient tenement installs paving or other works to the surface of the easement area it will not be obliged to restore the paving or those works; and
- (d) subject to the rights granted under the easement, not unreasonably impede the owner of the servient tenement's reasonable use of the land.

5.6 The owner of the servient tenement covenants with the owner of the dominant tenement that it will not:

- (a) do or allow anything that may interfere with, damage, or destroy the electricity works or interfere with the effective operation of the electricity cable works; or

- (b) obstruct the owner of the dominant tenement in the exercise of its rights under the easement.