

APPLICATION FOR INDIVIDUAL EXEMPTION

HARBOURSIDE SHOPPING CENTRE

General Information Requirements

1. Legal Name

Mirvac Real Estate Pty Ltd

2. Trading Name

Mirvac

3. Australian Company Number (ACN)

65 003 342 452

4. Registered Postal Address for Correspondence

Level 28, 200 George St Sydney NSW 2000

5. Nominated Contact Person

Timothy Weale

P: 02 9080 8641

E: timothy.weale@mirvac.com

Level 28, 200 George St Sydney NSW 2000

6. Why you are seeking an individual exemption, and why you believe that an exemption (rather than retailer authorisation) is appropriate to your circumstances?

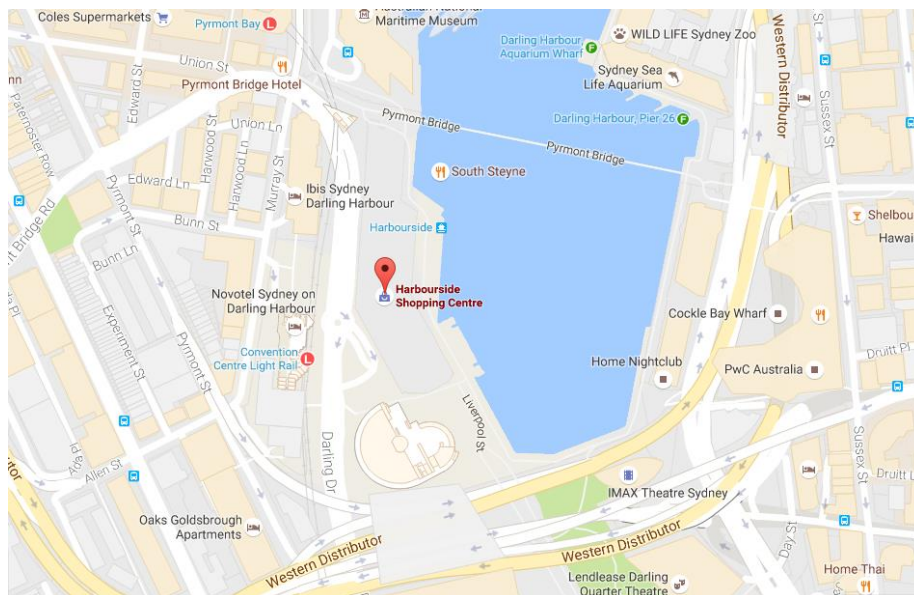
Mirvac Real Estate Pty Ltd is seeking an individual exemption for the retrofit of an existing network to an Embedded Network.

The proposed on-selling activities are incidental to Mirvac Real Estate Pty Ltd's core business of managing the shopping centre.

7. The address of the site at which you intend to sell energy, including a map of the site and brief description of this site and its current and future use/s.

Harbourside Shopping Centre is located at 231/2-10 Darling Dr, Sydney NSW 2000.

Mirvac Real Estate Pty Ltd intends to continue the site as a shopping centre in the future.



HARBOURSIDE SHOPPING CENTRE

8. The primary activity of your business (for example, managing a shopping centre).

Mirvac Real Estate Pty Ltd's primary activity is operation and management of shopping centres.

9. The form of energy for which you are seeking the individual exemption (electricity or gas). For electricity, please state whether the network you propose to sell is directly or indirectly connected to the main grid or is (or will be) an off-grid network.

The form of energy is electricity.

The site is shopping centre is connected to the local electricity distribution network via 2 connection points.

10. Are you establishing, or have you established, energy supply in an area where there are no other viable energy supply arrangements available?

No.

11. The date from which you intend to commence selling energy?

February 2017

12. Mailing addresses for premises at the site (where applicable). We may use this information to ensure that potential customers are able to participate in our consultation process.

c/o Centre Management Office
Harbourside Shopping Centre
231/2-10 Darling Dr, Sydney NSW 2000

13. Details of any experience in selling energy, for example:

- Date's and location/s of previous operations
- Form/s of energy sold
- Scale of operations (that is, the number, size and type of customers)
- An explanation of which activities will be conducted in-house and which will be contracted out to third parties.

Mirvac Real Estate Pty Ltd has multiple sites on the NEM where electricity is sold via Embedded Networks with WINconnect as the Embedded Network Service Provider,. Details of these sites are provided in the below table:

| Shopping Centre | State | EN Live | Energy | Small Tenants | Large Tenants | Total Tenants |
|-----------------|-------|-----------|-------------|---------------|---------------|---------------|
| Broadway | NSW | July 2010 | Electricity | 177 | 14 | 191 |
| Rhodes | NSW | Sept 2010 | Electricity | 135 | 0 | 135 |
| Moonee Ponds | VIC | Aug 2008 | Electricity | 62 | 5 | 67 |
| Waverly Gardens | VIC | Nov 2009 | Electricity | 133 | 7 | 140 |

The proposed activities related to the key functions of the Embedded Network are as follows:

- Sales and marketing to small and large customers will be conducted by Mirvac Real Estate Pty Ltd chosen Embedded Network Service Provider, WINconnect;
- Meter readings, data management and production of customer bills will be managed by Mirvac Real Estate Pty Ltd's Embedded Network Service Provider, WINconnect.
- Customer bills will be issued to customers of the Embedded Network in a format compliant to the AER's Core Exemption Conditions.
- Mirvac Real Estate Pty Ltd's Embedded Network Service Provider, WINconnect, will manage the debt collection process;
- Mirvac Real Estate Pty Ltd's Embedded Network Service Provider, WINconnect, will manage all relevant licences and compliance with all applicable legislation. WINconnect has in place a Complaints Handling and Dispute Resolution Policy.

14. Whether you currently hold, or have previously held or been subject to, an energy selling exemption or a retail licence (retailer authorisation) in any state or territory. If so, please provide details.

As per the table of sites provided in Question 13, all sites have Registered Retail Exemptions (R1 and R5) and Network Exemptions (N1 and N5).

15. What arrangements you have made in the event that you can no longer continue supplying energy (e.g. has the retailer that sells to you agreed that they will service the customers)?

In the event that Mirvac Real Estate Pty Ltd could no longer supply electricity to the tenants, the Embedded Network will be designed to allow the tenant to enter into an Electricity Sale Agreement with an authorised retailer of their choice.

Particulars relating to the nature and scope of the proposed operations

- Will your customers be your tenants? If so, are they residential or commercial/retail? Are they covered by residential or retail tenancy, or other legislation governing accommodation that is a person's principal place of residence (for example, retirement village legislation, residential parks or manufacturing home estates legislation) in your state or territory?**

- Yes, the customers will be tenants of the shopping centre;
- The tenants are retail/commercial businesses;
- The small retail business tenants and some of the large retail tenants are covered by the relevant state-based Retail Shop Leases Act.
- There are no residential customers as part of this Embedded Network.

2. Are you providing other services (for example, accommodation/leasing of property) to persons on the site who you intend to sell energy to? Or will your only commercial relationship to persons on the site be the sale of energy? If you are providing other services, please specify what the services are, and the contractual or leasing arrangements under which these services are being provided.

- Yes, Mirvac Real Estate Pty Ltd are providing retail and commercial leased premises;
- The leases to retail tenants will be covered by the relevant Retail Shop Leases Act.

3. What is the total number of dwellings/premises at the site? Please provide a breakdown between residential and business customers (and whether they are small or large as defined for the jurisdiction in which you intend to operate)?

- Total number of tenants: 115
- Number of small business tenants: 100
- Number of large business tenants: 15
- No residential customers will be part of this Embedded Network.

4. Will you be on-selling energy (that is, selling energy purchased from an authorised retailer) or purchasing it directly from the wholesale market?

Mirvac Real Estate Pty Ltd will be on-selling electricity purchased from an authorised electricity retailer.

5. If purchasing from an authorised retailer, have you formed, or do you intend to form, a bulk purchase contract with the energy retailer, and how far into the future does this, or will this, contract apply? If you have formed, or intend to form, a contract, please provide a brief summary of this arrangement.

Mirvac Real Estate Pty Ltd will be intending to form a bulk purchase contract with an energy retailer.

6. What is the estimated aggregate annual amount of energy you are likely to sell (kilowatt hours or megawatt hours for electricity and mega joules or giga joules for gas) and the average expected consumption of customers for each type of customer you service (that is, residential customers and retail or commercial customers)?

- The estimated annual consumption of the shopping centre: 6381 MWh;
- The estimated annual consumption of small business load is: 2981 MWh;
- The estimated annual consumption of large business load is: 3400 MWh;
- No residential customers will be part of this Embedded Network.

- 7. Will your customers be wholly contained within a site owned, controlled or operated by you? (For the purposes of this question, a body corporate may be taken to 'operate' premises it oversees).**

Yes.

- 8. Will each premises/dwelling be separately metered? If the application is for a new development or a redevelopment and customers will not be separately metered, please explain why not.**

Yes, each premise will be separately metered.

- 9. What types of meters will be used? For example, basic/accumulation meters, manually read interval meters or remotely read interval meters? Will these meters allow your customers to change retailers (i.e. not source their energy from you)?**

Mirvac Real Estate Pty Ltd will install manually or remotely read interval metering to measure the electricity consumption for all on-market and off-market tenants in the Embedded Network.

The Embedded Network metering arrangements will allow tenants freedom of choice of retailer and metering provider.

The upfront costs of the Embedded Network installation will be borne by Mirvac Real Estate Pty Ltd. There will be no upfront costs from Mirvac Real Estate Pty Ltd for the tenant to switch between an on-market or off-market electricity supply arrangement.

- 10. What accuracy standards apply to the meters? Do the meters comply with Australian Standards? If so, specify which Standard or Standards. For electricity meters, will the meters comply with National Measurement Act 1960 (Cth) requirements for electricity meters installed from 1 January 2013?**

All electricity metering installed in this Embedded Network will be National Measurement Institute approved utility electricity meters. All electricity meters installed will comply with the National Electricity Rules, Electricity Customer Metering Code with the National Measurement Act 1960 (Cth) requirement for electricity meters installed from 1 January 2013.

- 11. If customer dwellings/premises are separately metered, how often do you propose the meters to be read and by whom?**

Electricity meters within this Embedded Network will be manually or remotely read on a monthly basis by a contractor to Mirvac Real Estate Pty Ltd.

- 12. How will you determine energy charges if customers are not separately metered?**

N/A, all customers will be separately metered.

- 13. In what form and how often will customers be billed? Will you be issuing bills yourself or through a billing agent?**

Monthly invoices will be produced and provided to customers by Mirvac Real Estate Pty Ltd Embedded Network Service Provider, WINconnect.

14. What dispute resolution procedures do you intend to put in place to deal with energy related complaints and issues?

Mirvac Real Estate Pty Ltd's Embedded Network Service Provider, WINconnect, will provide customers access to a Customer Service Team which will be contactable via phone or email, this will be the first contact point for any energy related complaints or issues.

A formal complaint can be lodged to the Embedded Network Service Provider, WINconnect who will manage per their Complaint Management Policy and Procedure or will escalate to Mirvac Real Estate Pty Ltd for response.

If the dispute cannot be resolved with the Embedded Network Service Provider, WINconnect or Mirvac Real Estate Pty Ltd the customer may raise a dispute with the Energy and Water Ombudsman NSW.

15. What energy rebates or concessions are available for your customers and, if applicable, how can customers claim these?

Rebates or concessions will not be applicable to this Embedded Network.

If they do become available in the future, then Mirvac Real Estate Pty Ltd will pass through any rebates or concessions and inform customers of any that may be available.

16. Will you make energy efficiency options available to your customers? Will your network incorporate solar or other generation options for sustainability purposes? If so, will you use gross or net metering?

Mirvac Real Estate Pty Ltd may look to install solar PV at the site. If this is completed then net metering will be installed.

17. Please provide any further information that you consider would assist us to assess your application.

Mirvac Real Estate Pty Ltd will write to all tenants advising them of its plans to implement an Embedded Network at the shopping centre.

Communication and offering to tenants will be as follows:

Item A. Provision of information to tenants regarding embedded network retrofit

1. The communication to tenants will advise them via written notice:
 - a. The tenant's right to choose their own retailer, even within an embedded network;
 - b. The tenant's ability to enter into an energy only contract with an authorised electricity retailer;
 - c. The obligations regarding electricity offer matching; and
 - d. The obligations regarding duplication of network fees
2. A copy of the electricity sales agreement to be offered by Mirvac Real Estate Pty Ltd.
3. The contact details of a representative of Mirvac Real Estate Pty Ltd will address any concerns and queries relating to the planned retrofit.

Item B. Collecting and recording explicit informed consent

1. Mirvac Real Estate Pty Ltd will provide the tenant with information set out in Item A, prior to seeking the tenant's explicit informed consent to the retrofitting of the embedded network.
2. Mirvac Real Estate Pty Ltd will keep records of the consent obtained. These records will:
 - a. Include copies of the information provided to tenants.
 - b. Include records of consultations and meetings held with tenants.
 - c. Identify and record which tenants have not consented and the reasons for non-consent.
 - d. Record the outcome of any negotiation and/or dispute resolution with tenants.
 - e. Be kept for a period of two years.
 - f. Be provided to the AER on request.
3. Mirvac Real Estate Pty Ltd will obtain the tenant's consent for the retrofit in a separate document, that is, the document recording the tenant's consent to the retrofit must be separate to the document acknowledging that the tenant is selecting Mirvac Real Estate Pty Ltd as their electricity supplier.

Item C. Offer matching for large customers

1. If a tenant who is categorised as a large electricity customer, does not consent to becoming part of the embedded network, Mirvac Real Estate Pty Ltd will:
 - a. Facilitate, within the embedded network, the continuation of the tenant's electricity contract with their current retailer, or if this is not practical,
 - b. Maintain the tenant's direct connection to a registered distributor, or, if neither (a) and (b) are practical
 - c. Fulfil a request made by the tenant that Mirvac Real Estate Pty Ltd match any genuine electricity offer that would be available to the particular tenant if they were still a grid connected customer.
2. Mirvac Real Estate Pty Ltd will fulfil any subsequent request made by a tenant to match an electricity offer if the request is made 12 months or more after a previous request.
3. In the absence of a subsequent request to match an electricity offer, Mirvac Real Estate Pty Ltd need only apply the matched offer for a period of 12 months.
4. Mirvac Real Estate Pty Ltd's obligation to match an electricity offer expires upon termination or renewal of the large customer's tenancy/lease.

Item D. Offer matching for small customers

1. If a tenant, who would be categorised as a small electricity customer, does not consent to becoming part of the embedded network, Mirvac Real Estate Pty Ltd will fulfil a request made by the tenant that Mirvac Real Estate Pty Ltd match any genuine electricity offer that would be available to the particular tenant if they were still a grid connected customer.
2. Mirvac Real Estate Pty Ltd must fulfil any subsequent request by a tenant to match an electricity offer if the request is made 12 months or more after a previous request.
3. In the absence of a subsequent request to match an electricity offer, Mirvac Real Estate Pty Ltd will only apply the matched offer for a period of 12 months.
4. Mirvac Real Estate Pty Ltd's obligation to match an electricity offer will expire upon termination or renewal of the customer's tenancy/lease.

Item E. Duplication of network charges

1. Mirvac Real Estate Pty Ltd will take steps to remedy any duplication of network charges experienced by tenants who have entered into an energy only contract with an authorised

retailer. This condition only applies if the customer was a tenant at the time of the creation of the embedded network.

2. Mirvac Real Estate Pty Ltd will not charge a connection charge to any tenant who enters into an energy contract with an authorised retailer.

Item F. Metering arrangements

1. Mirvac Real Estate Pty Ltd will not charge tenants the cost of any changes to metering and other network alterations that take place in the course of retrofitting the embedded network.
2. Mirvac Real Estate Pty Ltd will ensure that metering arrangements within the embedded network allow for exempt customers to access retail competition.