

Rouse Hill Town Centre “Brownfield” Embedded Network

Individual Retail Exemption Application

| General Information Requirements | Applicants Information |
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| 1. Legal name. | GPT Funds Management 2 Pty Limited as trustee of the GPT Retail (Rouse Hill) Trust (GPTFM2). |
| 2. Trading name (if different to your legal name). | Not applicable. |
| 3. Australian Business Number (ABN). | 72 115 026 536 |
| 4. Registered postal address for correspondence. | Level 51, MLC Centre 19 Martin Place, Sydney NSW 2000 |
| 5. Nominated contact person, including their position in the organisation and contact details. | Jasmin North Business Manager Phone: (02) 8239 3808 Mobile: 0411 862 107 Email: jasmin.north@gpt.com.au |
| 6. Why you are seeking an individual exemption, and why we believe that an exemption (rather than a retailer authorisation) is appropriate to our circumstances. | <p>GPTFM2 is seeking an individual exemption as the retrofitting of the existing private network to create an embedded network will be undertaken post 1 January 2015.</p> <p>GPTFM2 is seeking an exemption, rather than a retail authorisation, on the basis that the proposed electricity on-selling activities are:</p> <ul style="list-style-type: none"> ▪ restricted to a single site; and ▪ incidental to GPTFM2’s core business of commercial property ownership and management. |
| 7. The address of the site at which you intend to on-sell energy, including a map of the site and a brief description of this site and its current and future use/s. | <p>Rouse Hill Town Centre Cnr Windsor Road and White Hart Drive, Rouse Hill NSW 2155.</p> <p>Rouse Hill Town Centre is a mixed use development located approximately 35 kilometres north west of the Sydney CBD.</p> <p>Rouse Hill first opened for trade in 2007 and has circa 240 tenants being a mix of small commercial and retail tenants together with a number of major tenants including Woolworths, Coles, Big W, Target and Reading Cinemas.</p> |

Rouse Hill Town Centre “Brownfield” Embedded Network

Individual Retail Exemption Application

| | |
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| | <p>Please refer to Appendix A for a map of Rouse Hill Town Centre.</p> <p>An expansion of the centre to the north is planned in the future. Should the expansion of the centre proceed as planned the use of the centre will remain largely unchanged.</p> |
| 8. The primary activity of activity business (for example, managing a shopping centre). | Commercial property ownership and management. |
| 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. | <p>The form of energy GPTFM2 is seeking an exemption for is electricity.</p> <p>The Rouse Hill Town Centre private network is directly connected to the Endeavour Energy electricity distribution network.</p> |
| 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. | 1 August 2015. |
| 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. | Rouse Hill Town Centre Cnr Windsor Road and White Hart Drive, Rouse Hill NSW 2155. |
| <p>13. Details of any experience in selling energy, for example:</p> <ul style="list-style-type: none"> ▪ 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 | <p>Please refer to Appendix B for details of GPT’s experience in on-selling electricity.</p> <p>Innogen Australia Pty Ltd (Innogen), a wholly owned subsidiary of The GPT Group (GPT), will be responsible for the operation and management of the Rouse Hill Town Centre embedded network.</p> <p>The meters will be read and invoices prepared and issued by Active Utilities as agent for Innogen.</p> |

Rouse Hill Town Centre “Brownfield” Embedded Network

Individual Retail Exemption Application

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| <p>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.</p> | <p>GPT holds a number of Registrable Exemptions. Please refer to Appendix C for a list of retail shopping centres for which registrable exemptions are held.</p> |
| <p>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).</p> | <p>In the event that GPTFM2 could no longer supply electricity to the tenants, the metering arrangements will be such that each tenant could simply enter into an electricity sale agreement (ESA) with the licensed electricity retailer of their choice.</p> |

Rouse Hill Town Centre “Brownfield” Embedded Network

Individual Retail Exemption Application

| Particulars Relating To The Nature And Scope Of The Proposed Operations | Applicants Information |
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| <p>1. 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 manufactured home estates legislation) in your state or territory.</p> | <p>Yes. In all cases the customers will be commercial / retail tenants of Rouse Hill Town Centre. The majority of leases to those tenants are covered by the Retail Leases Act. No residential dwellings will form part of the proposed embedded network.</p> |
| <p>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 these services are, and the contractual or leasing arrangements under which these services are being provided.</p> | <p>Yes. Retail and commercial leased premises. In all cases the customers will be tenants of Rouse Hill Town Centre. The majority of leases to those tenants are covered by the Retail Leases Act.</p> |
| <p>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).</p> | <p>The centre comprises circa 240 tenants being a mix of small commercial and retail tenants together with a number of major tenants including Woolworths, Coles, Big W, Target and Reading.</p> <p>The number of small business customers (consuming ≤ 100 MWh per annum) is circa 200.</p> <p>The number of large business customers (consuming > 100 MWh per annum) is circa 40.</p> <p>Note: No residential dwellings will form part of the proposed embedded network.</p> |
| <p>4. Will you be on selling energy (that is, selling energy purchased from an authorised retailer) or purchasing it directly from the wholesale market.</p> | <p>The electricity will be purchased from a licensed electricity retailer and on-sold to the customers that choose to purchase electricity from GPTFM2.</p> |

Rouse Hill Town Centre “Brownfield” Embedded Network

Individual Retail Exemption Application

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| <p>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.</p> | <p>GPT, via its property management subsidiary GPT Property Management Pty Ltd, currently has a retail electricity agreement in place with a licenced electricity retailer for the supply of electricity to all of its commercial properties in Victoria, New South Wales and Queensland.</p> |
| <p>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 gigajoules 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).</p> | <p>The estimated quantum of energy to be on-sold is 5,950MWh per annum.</p> <p>The estimated average tenant consumption is 35.2MWh per annum.</p> |
| <p>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).</p> | <p>Yes.</p> |
| <p>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.</p> | <p>Yes.</p> |
| <p>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).</p> | <p>Off market manually read interval meters will be installed to measure the electricity consumption of tenants who choose to purchase their electricity from GPTFM2.</p> <p>On market manually or remotely read interval meters will be installed to measure the electricity consumption of those tenants who elect to remain with the licensed electricity retailer of their choosing.</p> <p>The cost of all metering works associated with the creation of the embedded network will be borne by GPTFM2.</p> |

Rouse Hill Town Centre “Brownfield” Embedded Network

Individual Retail Exemption Application

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| | <p>The embedded network metering arrangements will allow tenants to easily change from GPTFM2, if they have chosen to purchase electricity from GPTFM2, to a licenced electricity retailer of their choice or vice versa.</p> |
| <p>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.</p> | <p>All embedded network electricity meters are to be supplied, installed and commissioned in accordance with the:</p> <ul style="list-style-type: none"> ▪ National Measurements Institute “pattern approved” referencing AS1284.5 for Class 1.0 and AS1284.9 for Class 0.5; ▪ National Electricity Rules (NER); ▪ National Measurement Act and other relevant State Electricity Act & Regulations; ▪ relevant jurisdictional Rules; and, ▪ AS/NZS 3000 Wiring Rules. <p>Whole current meters are to be used for single phase applications. Meters shall have Class 1 accuracy.</p> <p>Whole current / CT meters are to be used for three phase low voltage applications. Meters shall have Class 1 accuracy.</p> <p>All embedded network meters shall measure billing log - import Wh, VARh and export Wh, VARh. Meters shall measure power quality on request.</p> <p>Each meter shall hold at least 0.5 years of 4 channel 30 minute interval data in memory.</p> <p>CTs for kWh metering shall:</p> <ul style="list-style-type: none"> ▪ comply with NER standards; ▪ comply with AS 1675 / AS 60044; ▪ meet equivalent of Class 0.5 for revenue metering and Class 1.0 (or better) for all other metering; ▪ have secondary shorting links or an earthed secondary winding; ▪ be of the resin encapsulated type; |

Rouse Hill Town Centre “Brownfield” Embedded Network

Individual Retail Exemption Application

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| | <ul style="list-style-type: none"> ▪ have 5a secondary windings; ▪ be separate units for metering and protection; ▪ be suitable to withstand the maximum fault current as specified herein; ▪ be clearly labelled to identify their rating and use; and ▪ be capable of operating the load of the related device with an additional capacity of 5%. |
| <p>11. If customer dwellings/premises are separately metered, how often do you propose the meters to be read and by whom.</p> | <p>The meters will be read monthly. The meters will be read by Active Utilities as agent for Innogen. Innogen manages all embedded networks within GPT’s portfolio of retail shopping centres in NSW and Victoria.</p> |
| <p>12. How will you determine energy charges if customers are not separately metered.</p> | <p>Not applicable. All customers will be separately metered.</p> |
| <p>13. In what form and how often will customers be billed? Will you be issuing bills yourself or through a billing agent.</p> | <p>The customers will be invoiced monthly. The invoices will be prepared and issued by Active Utilities as agent for Innogen. Innogen manages all embedded networks within GPT’s portfolio of retail shopping centres in NSW and Victoria.</p> |
| <p>14. What dispute resolution procedures do you intend to put in place to deal with energy related complaints and issues.</p> | <p>Please refer to Appendix D for a copy of Active Utilities Complaints Handling Policy. This policy is available to customers on the Active Utilities website www.activeutilities.com.au.</p> <p>In addition to the above, the ESA with tenants who choose to purchase their electricity from GPTFM2 will include provisions permitting tenants to dispute tax invoices and requiring GPTFM2 to correct any errors. If the parties cannot agree on a dispute the agreement provides for its escalation to senior management and ultimately determination by a third party expert under the Institute of Arbitrators & Mediators Australia Expert Determination Rules.</p> |

Rouse Hill Town Centre “Brownfield” Embedded Network

Individual Retail Exemption Application

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| | <p>In addition to the above, any customer with a statutory right to do so may also raise a dispute with the Energy & Water Ombudsman NSW (EWON).</p> |
| <p>15. What energy rebates or concessions are available for your customers and, if applicable, how can customers claim these.</p> | <p>Not applicable.</p> |
| <p>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.</p> | <p>The environmental impact (ecological footprint) of all retail fit-outs within GPT managed shopping centres is assessed during design using a retail specific life cycle assessment tool. One of the aims of the assessment tool is to minimise energy consumption.</p> <p>Three solar photovoltaic (PV) systems totalling 350kW were installed on the rooftop of Rouse Hill Town Centre during 2014. The systems supply electricity to the common areas of the centre. The electricity generated by the solar PV systems is separately metered.</p> |
| <p>17. Please provide any further information that you consider would assist us to assess your application.</p> | <p><u>Process</u></p> <p>In converting the existing Rouse Hill Town Centre private network to an embedded network, GPTFM2 proposes to write to all tenants advising them of its plans to convert the existing private network into an embedded network. As part of this introductory communication, all tenants will be:</p> <ul style="list-style-type: none"> ▪ advised of their right to choose from whom they purchase their electricity; ▪ provided with the details of the company that will contact them to enquire whether they wish to purchase their electricity from GPTFM2; ▪ provided with a copy of the ESA they will be required to sign should they choose to purchase electricity from GPTFM2; ▪ advised that, should they choose to remain with the licensed electricity retailer of their |

Individual Retail Exemption Application

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| | <p>choice, the way in which they are invoiced separately will likely change in that they will be invoiced for energy charges by their licensed electricity retailer of choice and for regulated network charges by GPTFM2;</p> <ul style="list-style-type: none">▪ advised that, should they receive separate invoices for energy charges and regulated network charges, the total of these invoices should not differ from what they paid for electricity prior to the creation of the embedded network; and▪ provided with the name and details of the person/s they can contact should they have any queries or concerns. <p><u>Electricity Sale Agreement (ESA) with GPTFM2</u></p> <p>Should tenants choose to purchase electricity from GPTFM2 they will be required to enter into an ESA with GPTFM2 prior to electricity being supplied to their premises. The end date of the ESA will be the end date of the tenant’s lease. The ESA will include the ability for the customer to terminate the agreement for convenience by giving 5 business days written notice. Upon termination for convenience by the customer, the customer will be required to pay a final meter reading charge of \$75 to cover the off-cycle final meter read, calculation of the final invoice and account closure.</p> <p>Should tenants choosing to purchase electricity from GPTFM2 wish to purchase green power, GPT will facilitate this purchase via its electricity retail agreement with its licenced electricity retailer, the pricing of which is market competitive.</p> <p><u>Ongoing Electricity Sale Agreement (ESA) with Licenced Electricity Retailer of Choice</u></p> <p>In the event that a tenant chooses to remain with their licensed electricity retailer of choice, and pay separate energy and network charges, the price they pay for energy charges should remain unchanged because GPT will ensure that tenants who choose to stay with their licensed electricity</p> |
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Individual Retail Exemption Application

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| | <p>retailer of choice will be charged the appropriate regulated network charges.</p> <p>Should tenants choose to purchase electricity from a licensed retailer of their choice, they will be requested to sign a letter of authority:</p> <ul style="list-style-type: none">▪ acknowledging that their premises are located inside an embedded network and that they have chosen to purchase electricity from a licensed electricity retailer of their choice; and▪ authorising GPTFM2 and their nominated representatives to receive the relevant meter data held under their name for the purpose of calculating and recovering the regulated network charges. <p><u>No Disadvantage</u></p> <p>To ensure tenants are not disadvantaged by being within the embedded network, where a tenant’s existing licensed electricity retailer of choice is unable or unwilling to provide a tenant with an energy only contact, GPT will offer to match the price the tenant was paying prior to the creation of the embedded network. In the rare number of cases where this has arisen in the past tenants have chosen to accept GPT’s offer.</p> <p><u>Tenant Consent</u></p> <p>GPTFM2 proposes that by entering into an ESA with GPTFM2, by signing a letter of authority or by authorising GPTFM2 and their nominated representatives to receive the relevant meter data the tenants are providing fully informed consent to join the embedded network.</p> <p>For any tenant/s who choose not to enter into an ESA with GPTFM2, sign a letter of authority or authorise GPTFM2 and their nominated representatives to receive the relevant meter data GPTFM2 proposes to enter into a commercial arrangement with each relevant licensed electricity retailer/s on reasonable terms for the recovery of</p> |
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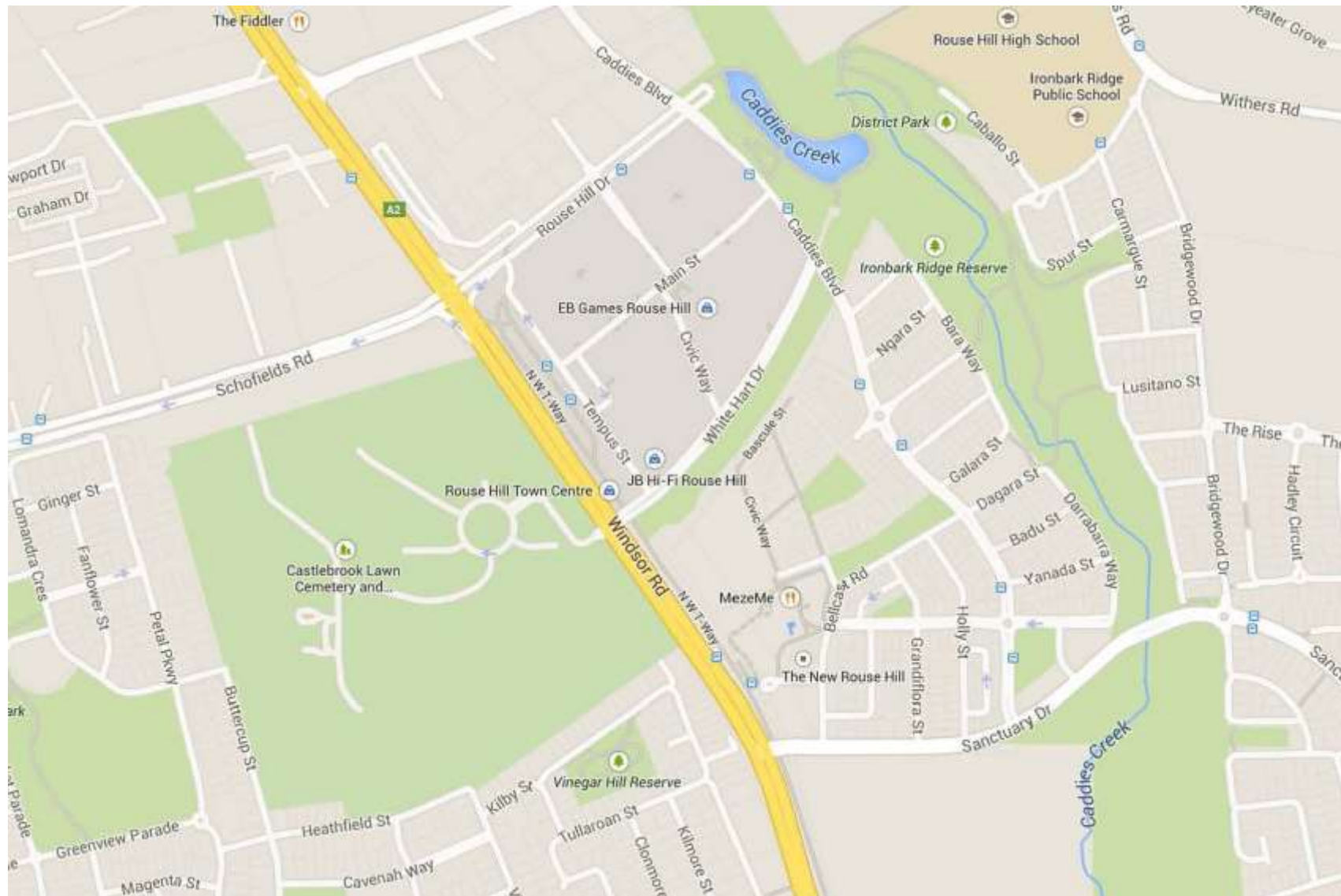
Rouse Hill Town Centre “Brownfield” Embedded Network

Individual Retail Exemption Application

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| | <p>the respective tenant/s regulated network charges.</p> <p><u>Tenant Benefit</u></p> <p>Based on our previous experience converting existing private networks to embedded networks, we anticipate that 70 – 90% of tenants will initially choose to purchase electricity from GPTFM2 and as such, we are of the opinion that the vast majority of tenants will benefit from the creation of the embedded network at Rouse Hill Town Centre.</p> |
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Rouse Hill Town Centre “Brownfield” Embedded Network

Appendix A – Map of Rouse Hill Town Centre



Rouse Hill Town Centre "Brownfield" Embedded Network

Appendix A – Map of Rouse Hill Town Centre



Rouse Hill Town Centre “Brownfield” Embedded Network

Appendix B – GPT’s Experience in On-Selling Electricity in Shopping Centres

Centre Name: **Charlestown Square Shopping Centre**

Address: Pearson Street, Charlestown NSW 2290

Form of energy on-sold: Electricity

Centre Name: **Chirnside Park Shopping Centre**

Address: 239 – 241 Maroondah Highway, Chirnside VIC 3116

Form of energy on-sold: Electricity

Form of exemption held: Registerable

Centre Name: **Dandenong Plaza Shopping Centre**

Address: Cnr McCrae and Walker Sts, Dandenong VIC 3175

Form of energy on-sold: Electricity

Form of exemption held: Registerable

Centre Name: **Highpoint Shopping Centre**

Address: 120-200 Rosamond Road, Maribyrnong VIC 3032

Form of energy on-sold: Electricity

Form of exemption held: Registerable

Centre Name: **Melbourne Central Shopping Centre**

Address: 211 LaTrobe Street, Melbourne VIC 3000

Form of energy on-sold: Electricity

Form of exemption held: Registerable

Rouse Hill Town Centre “Brownfield” Embedded Network

Appendix B – GPT’s Experience in On-Selling Electricity in Shopping Centres

Centre Name: **Parkmore Shopping Centre**

Address: 317 Cheltenham Road, Keysborough VIC 3173

Form of energy on-sold: Electricity

Form of exemption held: Registerable

Centre Name: **Wollongong Central Shopping Centre**

Address: 200 Crown Street, Wollongong NSW 2500

Form of energy on-sold: Electricity

Form of exemption held: Registerable

Rouse Hill Town Centre “Brownfield” Embedded Network

Appendix C – Retail Shopping Centres For Which GPT Holds Registrable Exemptions

Centre Name **Charlestown Square Shopping Centre**

Address Pearson Street, Charlestown NSW 2290

Centre Name **Chirnside Park Shopping Centre**

Address 239 – 241 Maroondah Highway, Chirnside VIC 3116

Centre Name **Dandenong Plaza Shopping Centre**

Address Cnr McCrae and Walker Sts, Dandenong VIC 3175

Centre Name **Highpoint Shopping Centre**

Address 120-200 Rosamond Road, Maribyrnong VIC 3032

Centre Name **Melbourne Central Shopping Centre**

Address 211 LaTrobe Street, Melbourne VIC 3000

Centre Name **Parkmore Shopping Centre**

Address 317 Cheltenham Road, Keysborough VIC 3173

Centre Name **Wollongong Central Shopping Centre**

Address 200 Crown Street, Wollongong NSW 2500



Customer Policy: Complaints Handling Policy

1. Our Principals

You have a right to complain, and if you do we will deal with your complaint in a fair, efficient, objective manner and through a transparent process.

We strive to solve any problems you may have during your first contact with us.

Our complaint handling process complies with the requirements of the Telecommunications Consumer Protections Code C628:2012 (TCP Code) and the AER (Australian Energy Regulator) and responsibility for compliance with the process lies with our Chief Executive Officer.

2. Free of charge

We will not charge you for dealing with your complaint in most instances, and we will never charge you without telling you first.

We may charge you to recover our costs in very specific circumstances only, i.e. we may charge you where you request information that was collected more than two years ago or where you request information that is not free of charge as per our Standard Form Customer Contract or our Critical Information Summary.

If cost recovery charges apply, we will tell you before charging you (and you may of course choose not to pay and discontinue your complaint) and we will inform you about your options for external dispute resolution, e.g. the Telecommunications Industry Ombudsman (TIO) and/or the Australian Energy Regulator (AER).

3. How to make a complaint?

If you wish to complain, please contact us:

1. By phone:- 1300 587 623, Option 5.
Monday to Friday 09:00 – 17:00 excluding public holidays.

2. Via our website at www.activeutilities.com.au. Click on contact us Tab and populate the required information. This service is available 24/7.

3. Via e-mail to service@activeutilities.com.au.

4. Via letter address to:
Active Utilities Complaints
Department
Level 1, 40 English St
Essendon Fields
Victoria 3041

If you are calling us from a landline, your call is charged as a standard local call. Note that calling us from a mobile may be more expensive.

We will help formulating, lodging and progressing your complaint if you request this.

Of course you can appoint an authorised representative or advocate to make a complaint on your behalf. For help with how to appoint an authorised representative, please follow the below steps:

1. Go to www.activeutilities.com.au
2. Click on the support tab
3. Select 'Appointment of an Authorised Representative'

4. What we will do

Acknowledge...

We will acknowledge your complaint immediately if you complained or talked to us over the phone, and within 2 working days if you have lodged your complaint through any other channel including where you left a message with our answering service if outside business hours.

When we acknowledge your complaint we will give you a unique reference number or similar to enable you to easily follow up on your complaint. We will also give you an indicative timeframe for resolving your complaint. You can follow up on your complaint by contacting our



office or via e-mail quoting the reference number provided.

...And Solve

Our goal is to always fix your problem during your first contact with us.

Sometimes this is not possible and we need to investigate the matter. We will then agree with you on how to fix your problem (this may include waiving of fees or other commercial solutions) and advise you accordingly within 15 working days of receiving your complaint. We will advise you in writing if you request this.

Occasionally it may take longer than 15 working days to investigate your problem and in this case we will explain why and give you a new expected timeframe.

If the delay is more than 10 working days (and is not the result of a Mass Service Disruption) we will also inform you about your options for external dispute resolution such as the TIO and/or the AER.

Once we agreed on how to fix your problem, we will implement all actions required to fix the issue within 10 working days, unless you agreed otherwise or unless you have not done something that we needed you to do and we cannot proceed because of this.

5. What if your complaint is urgent?

Your complaint will be treated as urgent

- if you have applied for being in financial hardship under our Financial Hardship Policy and the issue you are complaining about directly contributes to the Financial Hardship you are experiencing, or
- if your service has been disconnected or is about to be disconnected and due process has not been followed, or
- if you are receiving Priority Assistance (e.g. because of a severe medical condition) for the service you are complaining about.

In this case we will agree with you on how to address the issue and implement all required actions to fix the issue within 2 working days. If there is a delay, we will

explain why, provide you with a new expected timeframe, and if it is a longer delay also inform you about your options for external dispute resolution such as the TIO or the AER.

6. If you are unhappy with our efforts

If you tell us that you are not satisfied with the complaint timeframes, its progress or the outcome or if you tell us your complaint ought to be treated as urgent, we will escalate your complaint internally. If you are still dissatisfied, we will inform you about your options for external dispute resolution such as the TIO and/or the AER.

We will never cancel your service only because you have contacted an external dispute resolution scheme.

7. External Contacts

Australia Energy Regulator (AER)

We encourage you to always contact us first if you experience any problem or are unhappy. We will do our best to solve your problem during our first contact.

You can contact the AER as follows:

Phone: 1300 585 165

Online:

<http://www.aer.gov.au/consumers/making-a-complaint>

The services of the AER are free of charge.

Telecommunications Industry Ombudsman (TIO)

We encourage you to always contact us first if you experience any problem or are unhappy. We will do our best to solve your problem during our first contact.

You can contact the TIO as follows:

Phone: 1 800 062 058

Fax: 1 800 630 614

Online: <http://www.tio.com.au/making-a-complaint>

The services of the TIO are free of charge.