

WESTERN AUSTRALIA
CONSERVATION AND LAND MANAGEMENT ACT 1984
TRANSFER OF LAND ACT 1893 as amended

I hereby certify that the within is a true and correct copy of Lease
No. 1956/97.

K. J. McNamara 2494
Mr Keiran McNamara
Director General - Department of Environment and
Conservation

LEASE OF CROWN LAND (L)

DESCRIPTION OF LAND (NOTE 1)

State forest No. 26

EXTENT

Portion

VOLUME

FOLIO

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS (NOTE 2)

Nil

LESSOR/LESSORS (NOTE 3)

The CONSERVATION AND LAND MANAGEMENT EXECUTIVE BODY of 17 Dick Perry Avenue,
Kensington, Western Australia 6152

LESSEE/LESSEES (NOTE 4)

Electricity Networks Corporation, of 363 Wellington Street, Perth, Western Australia trading
as Western Power.

TERM OF LEASE (NOTE 5)

10 years

0 Months

0 Days

Commencing on the first day of April in the year 2005 together with one option to renew for a further
term of 5 years.

THE LESSOR HEREBY LEASES TO THE LESSEE the land above described subject to the
encumbrances (if any) shown hereon (Note 6)

For the above term for the clear yearly rental of (Note 7) SEE BODY OF LEASE

Payable (Note 8) SEE BODY OF LEASE

SUBJECT TO THE COVENANTS AND POWERS IMPLIED UNDER THE CONSERVATION AND LAND
MANAGEMENT ACT 1984 AND THE TRANSFER OF LAND ACT 1893 AS AMENDED (UNLESS HEREBY
NEGATED OR MODIFIED) AND ALSO TO THE COVENANTS AND CONDITIONS CONTAINED HEREIN.

CONSERVATION AND LAND MANAGEMENT EXECUTIVE BODY
(Lessor)

and

ELECTRICITY NETWORKS CORPORATION
trading as **WESTERN POWER**
(Lessee)

LEASE NO. 1956/97

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LEASE dated this

6th

day of

August

2010

BETWEEN the Conservation and Land Management Executive Body having its office at Hackett Drive Crawley in the State of Western Australia (hereinafter the 'Lessor' which expression where the context so admits includes the person for the time being entitled to the reversion immediately expectant upon the termination of the term hereby created) of the one part and Electricity Networks Corporation (in whose name the interest of the Western Power Corporation was vested pursuant to a transfer order dated 31 March 2006 and made under sub-section 147(1) of the Electricity Corporations Act 2005 (WA), a copy of which transfer order gazetted in Government gazette no. 57 dated 31 March 2006) of 363 - 365 Wellington Street, Perth in the State of Western Australia trading as Western Power (hereunder the 'Lessee' which expression includes its successors and permitted assigns) of the other part.

In consideration, among other things, of the mutual promises contained in the Lease, the Lessor and the Lessee agree as follows:

1.0 DEFINITION AND INTERPRETATION

1.1 *Defined Terms*

In the Lease:

Adjoining 'Land' means that portion of the Land which is within a 100 metre radius of the centre of the Premises;

'Australian Communication & Media Authority' means the Commonwealth agency, for the time being, responsible for the licensing of parties to operate communication facilities from a specified location on a specified transmission frequency, and includes its successor or any future statutory authority having the same authority;

'Business Day' means any day in the State which is not a Saturday, Sunday or Public Holiday;

'Date of Commencement' means the date stated in Item 2 of the Reference Schedule;

'Date of Expiration' means the date stated in Item 3 of the Reference Schedule;

'Forest' means the natural vegetation present from time to time on the Adjoining Land;

'Government Agency' means any government or any governmental, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity;

'Land' means the State forest No. 15;

'Lease' means the lease or tenancy that exists between the Lessor and the Lessee in relation to the Premises of whatever nature and whether at law or in equity as evidenced in whole or in part by this document;

'Lessee' means the Lessee described on page one of the Lease and its successors and assigns or, if the Lessee is a natural person, its executors, administrators and assigns and in either case its employees, agents and contractors;

'Lessee's Covenants' means the covenants and agreements contained or implied in the lease to be observed and performed by the Lessee;

'Lessor' means the Lessor described on page two of the Lease and its successors and assigns and its employees, agents and contractors;

'Month' means calendar month;

'Premises' means the Premises described in Item 1 of the Reference Schedule;

'Rates and Taxes' means any rate, tax, levy or any other charge imposed at any time during the Term of the Lease by any State, local or Federal governmental body, authority, department or instrumentality or any other authority of any kind, in relation to the Premises or any thing under or in connection with the Lease;

'Reference Schedule' means the schedule so described which is included in this document;

'Related Body Corporate' where the Lessee is a holding company of another body corporate, a subsidiary of another body corporate or a subsidiary of a holding company of another body corporate means that other body corporate;

'Rent' means the amount stated in Item 5 of the Reference Schedule;

'State' means the State of Western Australia in which the Premises and adjoining land are situated;

'Statute' means any statute, regulation, proclamation, ordinance or by-law of the Commonwealth of Australia or the State, and includes all statutes, regulations, proclamation, ordinances or by-laws varying consolidating or replacing them and all regulations, proclamations, ordinances and by-laws issued under that statute;

'Term' means the term of the Lease set out in Item 4 of the Reference Schedule.

1.2 *Interpretation*

In the Lease, unless the context otherwise requires:

- (a) headings and underlinings are for convenience only and do not affect the interpretation of the Lease;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;

- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency;
- (e) where an association, body or authority, statutory or not, ceases to exist or is reconstituted, renamed, or replaced or its powers and functions are transferred to any other association, body or authority, a reference to that association, body or authority means the association, body or authority (as the case may be) established or constituted in its place or assuming its powers and functions;
- (f) a reference to any thing includes a part of that thing;
- (g) a reference to a part, clause, party, annexure, exhibit or schedule is a reference to a part and clause of and a party, annexure, exhibit and schedule to the Lease;
- (h) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next succeeding day which is a Business Day;
- (i) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the Lease or any part of it;
- (j) a covenant or agreement on the part of two or more persons binds them jointly and severally;
- (k) where pursuant to this Lease but subject to any express provision to the contrary:
 - (i) one party is required to pay to the other any fees, costs, charges or similar expenses, such fees, costs, charges or similar expenses are to be limited to reasonable fees, costs charges or similar expenses likely to incur in the particular circumstances;
 - (ii) one party is given a discretion, then such discretion is to be acted upon in good faith and as is reasonable in the circumstances;
 - (iii) the opinion of a party or someone engaged or contracted by that party is relevant in determining any fact or obligation of either the Lessor or the Lessee then the opinion is to be formed in good faith and reasonable in the circumstances. In the event of a dispute, then such opinion is to be prima facie evidence of that fact only;
 - (iv) one party's discretion, or opinion, or consent or specification is required, such discretion, or opinion, or consent or specification is to be given within a reasonable time after the other party's request.

2.0 EXCLUSION OF IMPLIED COVENANTS AND CONTRAVENTION OF STATUTE

2.1 *Inclusion of Implied Covenants*

Any covenants and powers implied in the Lease by any law apply to the extent they are consistent with the terms of the Lease and not excluded by law.

2.2 *Contravention of Statute - Severance*

Any provision of the Lease which is void, voidable, unenforceable or invalid because of any Statute must in any such case and to such extent be severed from the Lease, and the Lease must be read as though such provision did not form part of the Lease at that time.

3.0 GRANT TERM OF LEASE AND HOLDING OVER

3.1 *Grant of Lease*

The Lessor leases the Premises to the Lessee for the Term and subject to the terms and conditions of this Lease.

3.2 *Term of Lease*

The Term commences on the Date of Commencement as detailed in Item 2 of the Reference Schedule and expires on the Date of Expiration as detailed in Item 3 of the Reference Schedule subject to the provisions of the Lease.

3.3 *Option to Extend*

3.3.1 *First Option Period*

If a period is specified in Item 6 of the Schedule, the Lessee has the option to extend this Lease for the First Option Period, but only if:

- (1) the Lessee notifies the Lessor in writing that the Lessee wants to extend this Lease for that period at least 3 months before the Expiry Date (but not earlier than 6 months before that date); and
- (2) the Lessee is not in default under this Lease as extended when the option is exercised.

3.3.2 *Second Option Period*

If a period is specified in Item 6 of the Schedule, the Lessee has the option to extend this Lease for the Second Option Period, but only if:

- (1) the Lessee notifies the Lessor in writing that the Lessee wants to extend this Lease for that period at least 3 months before the last day

- of the First Option Period (but not earlier than 6 months before that date); and
- (2) the Lessee is not in default under this Lease as extended when the option is exercised.

3.3.3 *Terms & Conditions*

If this Lease is extended under clause 3.3.1 all the provisions of this Lease continue to apply, except the option in clause 3.3.1. If this Lease is further extended under clause 3.3.2 all the provisions of this Lease continue to apply, except the options in clauses 3.3.1 and 3.3.2.

3.3.4 *Rent during Option Term*

The rent payable by the Lessee from the beginning of any extended term of this Lease is to be the same rent payable immediately before the date of commencement of the extended term unless that date is a rent review date, in which case the rent is to be reviewed with effect from that date, and the rent is subject to further review during the extended term as provided in this Lease.

3.3.5 *Default after Exercise of Option*

If the Lessee defaults under this Lease after exercising an option to extend the term of this Lease, the Lessor is not prevented from exercising any rights, including the right to terminate this Lease. If this Lease is terminated, the Lessor is not under any obligation to grant a lease of the Premises to the Tenant for any extended term.

3.3.6 *Definitions*

In this Lease:

First Option Period means the period specified in Item 6 of the Schedule.

Second Option Period means the period specified in Item 6 of the Schedule.

3.4 *Holding Over*

If the Lessee occupies the Premises after the Date of Expiration (other than pursuant to the grant of a further lease) the Lessee must do so as a six-monthly tenant for six monthly terms thereafter on the same terms and conditions as the Lease as far as they apply to a six-monthly tenancy.

4.0 RENT

4.1 *Amount of the Rent*

The rent payable under this Lease from the Commencement Date to the Expiration Date is the amount specified in Item 5 of the Schedule.

4.2 *Manner of Payment*

The Lessee must pay the rent by equal annual instalments in advance. The first instalment is to be paid on the Commencement Date and subsequent instalments are to be paid on each anniversary of the Commencement Date. Rent payable for part of a year is to be proportionately adjusted on a daily basis.

4.3 *Rent Review*

4.3.1 *Rent Review (Crown Land Rental)*

With effect from (and including) each date specified in this clause as a Crown Land Rental Review Date, the Lessor can require that the rent be reviewed on the following basis.

The Lessor must use reasonable endeavours to give the Lessee notice of the proposed rent three (3) months prior to the relevant Crown Land Rental Review Date.

If the Lessee has not agreed in writing to the amount of the reviewed rent proposed by the Lessor within one (1) month of receiving such advice, the amount of the reviewed rent is to be the higher of:

- (1) the rent applying immediately before the relevant Crown Land Rental Review Date
- (2) the Crown Land Rental Review for the Leased Premises determined by a valuer licensed under the Land Valuers Licensing Act:
 - (a) agreed to by each of the parties; or
 - (b) appointed by the President for the time being of the Australian Property Institute (WA Division) at the request of either party;
- (3) The parties must each pay half the fees charged by any valuer appointed under this Lease to determine the Crown Land Rental for the leased Premises.
- (4) Crown Land Rent means the rent that a tenant would be prepared to pay and an owner of the Leased Premises would be prepared

to accept taking into account:

- (a) The approved use and utility conferred under the Lease.
- (b) The nature of the Lessee. In this regard the Lessee is required to keep proper and audited books of account and these books of accounts for the current and past three years will be made available to the Lessor upon request for the purpose of assisting in the determination of the rent. Average management of the organisation will be assumed.
- (c) The provisions of this Lease.
- (d) The period which will elapse between the current Crown Land Review Date and the next Crown Land Rental Review Date or, if there is not one, the termination of this Lease.
- (e) The full length of the term and the benefit of any option to renew.
- (f) Any improvement to the Leased Premises.

But disregarding:

- (g) The consequences of any default by the Lessee of this Lease which may have adversely affected the condition, rental value or Crown Land rental of the Leased Premises
- (h) Any part of the term that has expired
- (i) The value of the Lessee's Property and any goodwill created by the Lessee's business or activities on the Leased Premises.

4.3.2 *Interpretation*

In this Lease:

Crown Land Rental Review Date means the first day of each term for which this Lease is extended.

4.3.3 *Delay*

No delay by the Lessor in enforcing any review of the rent prevents the Lessor from requiring at any time that the rent must be reviewed with effect from the dates for review of the rent specified in this clause 4.

4.4 *Goods and Services Tax*

4.4.1 *Definition*

GST means a goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Act or otherwise on a supply.

GST Act means a New Tax System (Goods and Services Tax) Act 1999 (Cth).

New Tax System changes has the same meaning as in section 75AT of the Trade Practices Act 1974 (Cth).

Tax Invoice includes any document or record treated by the Commissioner of Taxation as a tax invoice or as a document entitling a recipient to an input tax credit.

4.4.2 *Adjustment for GST*

- (a) Unless expressly included, the consideration for any supply made by the Lessor under or in connection with this lease does not include GST.
- (b) GST is payable on any supply of goods and services under this Lease.

4.4.3 *Tax Invoices*

The Landlord must issue a Tax Invoice to the Lessee in respect of any supply of goods and services under this Lease..

4.4.4 *Reimbursements*

If the Landlord is entitled under the Lease to be reimbursed or indemnified by the Tenant for a cost or expense incurred in connection with the Lease, the reimbursement or indemnify payment must not include any GST component of the cost or expense for which an input tax credit may be claimed by the Landlord.

5.0 *USE OF PREMISES*

5.1 *Permitted Use*

The Lessee will use the Premises for the purpose of constructing, maintaining and operating a telecommunications network and telecommunications service and uses incidental thereto (non-residential). In doing so the Lessee will satisfy all technical requirements of the Lessor having regard to the Lessee's use of the Premises (28 days notice of which must be given to the Lessee from time to time) and hold a current certificate issued by the Australian Communication Authority to operate at the Premises. In the event of any inconsistency between the Lessor's technical requirements and any licensing requirements the latter shall prevail.

5.2 *Adjoining Land*

5.2.1 *Installation, Maintenance etc.*

The Lessor grants to the Lessee the right to use the Adjoining Land in accordance with any reasonable stipulations by the Lessor during the installation, erection, construction, dismantling, repair, replacement, renewal, maintenance and operation of the Lessee's telecommunications network and the telecommunications service. After using the Adjoining Land on any specific occasion, the Lessee will restore the surface of the Adjoining Land as so used as near as practicably possible to its state prior to such use by the Lessee to the reasonable satisfaction of the Lessor. The provisions of clause 7.2 will apply to the exercise by the Lessee of its rights pursuant to this clause 5.2.1.

5.2.2 *Guy Anchors & Guy Wires*

Subject to the prior approval of the Lessor, the Lessee may during the term of the Lease use so much of the Adjoining Land to place and maintain guy anchors in such positions on the Adjoining Land and in such numbers as are reasonably required by the Lessee for the purpose of supporting its antennae support structure erected on the Premises and to run guy wires from those guy anchors to its antenna support structure. The provisions of clauses 5.3, 5.4, 7.0 and 8.0 will apply to any exercise by the Lessee pursuant to this clause 5.2.2.

5.3 *Requirements of Government Agencies*

The Lessee must comply promptly with any Statute in respect of the Lessee's use of the Premises and any requirements, notices or orders of any Government Agency having jurisdiction or authority in respect of the Premises or the use of the Premises provided that the Lessee is under no liability for structural alterations unless caused or contributed to by the Lessee's particular use or occupation of the Premises.

5.4 *Fire Prevention*

- (a) The Lessee will duly and faithfully observe perform and comply with the provisions of the Bush Fires Act, 1954 and amendments thereof and the regulations thereunder and any proclamations and orders made under the provisions thereof so far as the same apply to the Premises. Any breach of the said Act and/or Regulations shall be regarded as a breach of the conditions of this lease.
- (b) The Lessee will not light or cause to be lit or permit any person to light any fire on the Premises except to the extent necessary for the purpose referred to in clause 5.4(a) hereof and then only with the written approval of the Executive Director or any other person duly authorised by him to give such approval.
- (c) If the Lessee or its agents or workmen causes a fire to be lit on or at the Premises other than with permission granted in accordance with the

provisions of this Lease, the Lessee shall, immediately upon becoming aware of the fire, take all reasonable measures at the Lessee's own expense to extinguish such fire and the Lessee shall be liable to reimburse to the Lessor any expenses incurred by the Lessor in taking measures to extinguish the fire in the event of the Lessee failing to do so.

- (d) The Lessee will clear firebreaks as directed and to the satisfaction of the Lessor.

5.5 *Interference*

- (a) The Lessee covenants and agrees with the Lessor that it will take all necessary steps to ensure that the operation of its equipment on the Premises does not result in radio communications interference to any installation or use of radio or telecommunications equipment by the Lessor or other users of the Adjoining Land in existence at the date of the Lease and that it will indemnify the Lessor against any loss suffered by it as a direct result of the Lessee's equipment causing any such interference.
- (b) The Lessee covenants and agrees with the Lessor that it will carry out a radio frequency test within 28 days of commencing its use of its equipment on the Premises to assess whether the operation of its equipment causes radio communications interference to any installation or use of radio or telecommunications equipment by the Lessor or other users of the Adjoining Land in existence at the date of the Lease and, subject to the test confirming that the Lessee's equipment is not causing such interference, the Lessor shall provide that Lessee with a written acknowledgment signed on behalf of the Lessor and the other users of the Adjoining Land to that effect.
- (c) The Lessor covenants and agrees with the Lessee that it will take all necessary action to ensure that its installation or use of radio or telecommunication equipment does not result in radio communications interference to the facility of the Lessee and to ensure that any structure or installation which it erects or installs within or upon the Adjoining Land does not interfere with the Lessee's use or enjoyment of the Premises.
- (d) The Lessor covenants and agrees with the Lessee that after receiving due and proper notification it will take all reasonable measures to ensure that all radio and telecommunications equipment on the Adjoining Land ('other equipment') will be turned off during servicing of the Lessee's equipment if the radio frequency level of the other equipment exceeds recommended occupational health and safety standards as published from time to time.

5.6 *Other*

The Lessee will not :-

- (a) do anything in or about the Premises (notwithstanding any other consent given by the Lessor under this Lease) which in the reasonable opinion of the Lessor is noxious, offensive or audibly or visually a nuisance;

- (b) behave in a riotous, disorderly, offensive or improper manner or to perform any illegal act in or on the Premises;
- (c) fix or place signs, notices or advertisements either inside or outside the Premises unless it is consistent with the purpose of this Lease and acceptable to the Lessor; or
- (d) plant in or otherwise introduce to the Premises or the Forest any plant not indigenous to the Forest.

6.0 ACCESS TO THE PREMISES

6.1 Access

The Lessor consents to the Lessee and persons authorised by the Lessee with or without materials, plant and other apparatus and vehicles entering the Land for the purpose of using the Premises and exercising its rights under the Lease at all times of the day and night during the Term.

- 6.2 Notwithstanding clause 6.1 the Lessee shall observe all instructions issued by the Lessor or his nominee regarding the prevention or spread of plant disease, in particular *Phytophthora* species. This shall include the washing down of vehicles and equipment and such other measures as may be required from time to time. Any cost involved in the carrying out of such measures shall be borne by the Lessee.
- 6.3 The Lessee shall permit the Lessor and its agents at all reasonable times (subject to giving the Lessee not less than 48 hours prior written notice) to enter upon the Premises to view the condition of any buildings or improvements at any time sanctioned to be erected thereon.
- 6.4 The Lessee shall permit the Lessor and its agents and workmen at all times to enter upon and carry out such duties and exercises such powers upon the Premises as it may be necessary or expedient to carry out or exercise in the administration or for the purposes of the *Conservation and Land Management Act, 1984* or any other enactment or any regulation made thereunder and the Lessee shall not be entitled to any compensation by reason of any inconvenience or disturbance or loss occasioned by such action on the part of the Lessor.

7.0 INSURANCE, INDEMNITIES AND RELEASE

7.1 *Obligation to Insure*

The Lessee will self-insure against any loss or damage which could be covered by public risk or liability insurance in respect to the Premises.

or

The Lessee will insure against any loss or damage which could be covered by public risk or liability insurance of at least \$10,000,000 for each accident or event in respect

of the Premises with a reputable and substantial insurance office and pay the premiums necessary for the above purposes on or before the days on which the same respectively become due and whenever so requested produce to the Lessor or its agents certificate of insurance of the current years' premium.

7.2 *Indemnity*

The Lessee indemnifies the Lessor and its employees and agents and the Government of the State of Western Australia from and against any liability or loss arising from and any costs charges and expenses incurred in connection with:

- (a) any damage to the Premises or any loss or damage to anything in the Premises; and
- (b) any injury to any person in or near the Premises caused or contributed to by:
 - (i) the act, common negligence or default of the Lessee or the Lessee's agent; or
 - (ii) some danger created by the Lessee or the Lessee's agent whether or not the existence of that danger was or ought to have been known to the Lessee,
- (c) but excluding where such liability, loss, costs, charges, or expenses were caused or contributed to by the act, negligence or default of the Lessor, its servants or agents.

- 7.4 The Lessee will take adequate precautions to ensure that equipment installed on the Premises is protected against theft or damage and the Lessor shall not be held responsible for any removal or damage which may occur to such equipment during the term other than removal or damage caused by an act or omission of the Lessor.

8.0 *INSTALLATION AND MAINTENANCE*

8.1 *Repair and Maintenance*

The Lessee must maintain the Premises in good repair, order and condition during the Term.

8.2 *Construction and Alterations*

- 8.2.1 The Lessee may at the Lessee's option and expense during the Term after complying with the requirements of any Government Agency having jurisdiction in the matter to the extent required by law with the prior consent of the Lessor install, erect, construct, dismantle, repair, replace, renew and maintain upon the Premises any building or buildings as necessary now or in the future to shelter telecommunications equipment and a free standing monopole, guy tower or three-sided antenna structure or other antenna support structure or sufficient height now or in the future to meet the Lessee's telecommunications requirements and all necessary connecting appurtenances provided that any such building to be erected or

constructed shall be of a similar quality to and not incompatible with other buildings on the land.

8.2.2 The Lessee will not without obtaining the prior written consent of the Lessor on each occasion and then only in accordance with such conditions as the Lessor shall reasonably impose:-

- (i) bulldoze, clear or remove any trees, shrubs or other vegetation growing on the Premises; or
- (ii) remove rocks, earth or soil from the Premises; or
- (iii) alter the contour of the surface of the Premises; or
- (iv) deposit any earth, fill or material on the Premises; or
- (v) construct outlets for surface drainage on the Premises; or
- (vi) erect or install any improvements on the Premises.

8.3 *Fence*

The Lessee may at the Lessee's option and expense with the prior consent of the Lessor (which must not be unreasonably withheld) and having complied with the requirements of any relevant Government Agency having jurisdiction in the matter to the extent required by law erect around the perimeter of the Premises a security fence using materials as may be legally required and approved by the Lessor.

9.0 **ELECTRICITY SUPPLY**

9.1 *Electricity Connection*

For the purposes of carrying out the Lessee's use of the Premises the Lessee must arrange at its cost and if required to connect the Premises to an electricity supply (including making provision for and allowing connection to emergency back-up power) and to install on the Land such earthing apparatus as is necessary for the safe continuous use of the Lessee's equipment on the Premises. The supply of this electricity must be made through a dedicated usage meter so that the Lessee is directly accountable to the relevant authority for payment of electricity consumed by it on the Premises.

10.0 **TERMINATION**

10.1 *Events of Termination*

If:

- (a) the Premises are damaged or destroyed or if there is interruption to access to the Premises so as to render the Premises or any part of the Premises wholly or substantially unfit for the occupation or use of the Lessee or inaccessible by any means of access;

- (b) the Lessee commits a material breach of any of the Lessee's Covenants and has not remedied that breach within a reasonable period having regard to the nature of the breach;
- (c) any application for a required consent to a permit for the installation and use of the Premises as part of a telecommunications network and telecommunications service is finally rejected or is cancelled, lapses or is otherwise terminated and no further or replacement consent or permit can reasonably be obtained; or
- (d) the Premises are rendered unfit for the Lessee's use by reason of the emergence of significant radio-communications interference;

then the Lease may be terminated immediately by written notice by the Lessee in the case of subclauses (a), (c) and (d) and by the Lessor in the case of subclause (b).

10.2 *Effect on Rights or Liabilities*

Termination of the Lease does not affect the rights or liabilities of the parties in relation to any cause of action accruing prior to termination.

10.3 *Lessee to Yield Up*

The Lessee must at the expiration or sooner termination of the Term yield up the Premises in good repair and clean condition.

10.4 *Removal of Lessee's Fixtures and Chattels*

The Lessee must at or prior to the Date of Expiration (unless there is in place after this Lease a further lease between the Lessor and the Lessee, and in any event subject to clause 14.3), earlier termination of the Lease or such other date as the Lessor and the Lessee agree in writing, remove from the Premises and the Adjoining Land all above-ground fixtures, fittings, plant, machinery, cables and other equipment erected or brought by it onto the Premises and the Adjoining Land and rehabilitate the Premises and the Adjoining Land as near as reasonably practicable to their condition as at the Date of Commencement, such rehabilitation to commence within 60 days of the Date of Expiration or earlier termination, as the case may be.

10.5 *Termination of Holding Over*

Either the Lessor or the Lessee may terminate the six monthly tenancy under clause 3.4 by giving the other 30 days prior written notice.

11.0 NOTICES

11.1 *Method of Service*

Any notice to be given under this Lease by one of the parties to the other must be in writing and is given for all purposes by delivery in person, by pre-paid post or by facsimile addressed to the receiving party at the address set out in Item 7 of the Reference Schedule in the case of the Lessor and in Item 8 of the Reference Schedule in the case of the Lessee.

11.2 *Time of Service*

Any notice given in accordance with this Lease will be deemed to have been duly served in the case of posting at the expiration of 2 business days after the date of posting and in the case of facsimile, on the first business day after the date of transmission (providing the sending party received a facsimile machine verification report indicating that the notice has been transmitted).

11.3 *Change of Address*

A party may at any time change its address, postal address or facsimile number by giving written notice to the other party.

12.0 ASSIGNMENT AND SUBLEASING

12.1 *Consent Required*

Unless the Lessor consents under the next clause, the Lessee may not assign this Lease or sublet the Premises.

12.2 *Requirements for Consent*

The Lessee may assign this Lease or sublet the Premises if the Lessor consents and if the Lessee:

- (1) complies with the next clause; and
- (2) supplies to the Lessor evidence acceptable to the Lessor that the proposed assignee or subtenant is able and qualified to use the Premises for the Permitted Use, is financially sound and has a good reputation; and
- (3) remedies any default under this Lease unless it has been waived by the Lessor; and
- (4) if requested by the Lessor, arranges for the proposed assignee or subtenant to obtain from one or more persons, as reasonably nominated by the Lessor, a guarantee of the obligations under this Lease to be assumed by the proposed assignee or subtenant in a form prepared or approved by the Lessor's solicitors.

- 12.3 The Lessor's consent will not be unreasonably withheld for any assignment, underletting or parting with possession to a Commonwealth department or body, or

to a corporation which has the provision of telecommunications services as a principal function, but the Lessee must give the Lessor prompt notice of such an event.

12.4 *Obligations on Assignment or Sublease*

If the Lessee assigns this Lease or sublets the Premises, the Lessee must:

- (1) deliver to the Lessor, before the date that the proposed assignment or sublease is to take effect, a completed agreement in the form of a deed prepared or approved by the Lessor's solicitors, by which the proposed assignee or subtenant agrees with the Lessor to be bound by this Lease as from the date the assignment or sublease take effect; and
- (2) pay to the Lessor on request the Lessor's expenses, including legal costs:
 - (a) incurred in making reasonable enquiries about the proposed assignee or subtenant; and
 - (b) in connection with the preparation, completion and stamping of the assignment or sublease documents and any other related documents, (including the stamp duty on those documents).

12.5 *Lessee Remains Liable*

The Lessee remains fully liable under this Lease even if the Lessee assigns this Lease or sublets the Premises or gives any right in relation to this Lease or the Premises to any other person, except that in respect to any assignment of this Lease, the Lessee is from the date of assignment released from all future obligations under the Lease except in respect of any prior breach or default.

12.6 *Change in Control*

If the Lessee is a company, and there is a change in control of the Lessee the Lessor may require the Lessee to obtain from the persons who have acquired control, as reasonably nominated by the Lessor, a guarantee of the Lessee's obligations under this Lease in a form prepared or approved by the Lessor's solicitors. If the Lessee is a subsidiary company a change in control includes a change in control of its holding company.

In this clause:

- (1) company does not include a company which is listed on the Australian Stock Exchange or is wholly owned by such a company; and
- (2) control means control of the composition of the board of directors or control of more than 20% of the shares with the right to vote at general meetings; and
- (3) words defined in the Corporations Law have the meanings given to them by that Law.

12.7 *Exclusion of Statutory Provisions*

The provisions of Sections 80 and 82 of the Property Law Act 1966 do not apply to this Lease.

12.8 *Fees*

The Lessee must reimburse the Lessor on request for all agreed fees paid by the Lessor to any agent or consultant engaged by the Lessor in connection with a proposed assignment or sub-letting by the Lessee.

13.0 LESSOR'S COVENANTS

13.1 *Quiet Enjoyment*

The Lessor covenants that the Lessee may peaceably hold and enjoy the Premises during the Term without any interruption by the Lessor or any person rightfully claiming through the Lessor.

13.2 *Restriction on Lessor's Use of the Adjoining Land*

The Lessor must not itself knowingly nor will it knowingly permit any third party to do anything on the Adjoining Land which is likely to cause radio frequency interference which obstructs, interrupts or impedes the use or operation of the Lessee's telecommunications network and telecommunications service and in the event of the Lessee advising the Lessor of any breach of this clause, the Lessor will, in good faith, use its every best endeavours to cause removal of such interference, to the extent that it is within its power to do so.

13.3 *Lessor's Covenant*

The Lessor covenants that the Lessor will not itself knowingly, nor will it knowingly permit any third party to, store on, dispose of on or transport to or over the Adjoining Land any hazardous substance which is likely to cause interference with the Lessee's use of the Premises provided that if the Lessee advises the Lessor of any breach by the Lessor of its covenant the Lessor will, to the extent that it is within its power to do so, use its every best endeavours at its expense to forthwith remedy such breach.

14.0 MISCELLANEOUS

14.1 *Lessee to Pay Costs and Disbursements*

The Lessee must pay all stamp duty (including penalties and fines other than penalties and fines due to the default of the Lessor) and all the Lessor's reasonable legal and other costs charges and expenses or which the Lessor may reasonably suffer or incur in consequence of and incidental to the preparation, completion, stamping and registration of the Lease, and costs of surveying and pegging the Premises.

14.2 *Costs on Default*

The Lessee will pay all reasonable costs, charges and expenses (including solicitor's costs and surveyors' and valuers' fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of a notice or notices under section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach of any of the Lessee's Covenants notwithstanding that forfeiture for any such breach is waived by the Lessor or is avoided otherwise than by relief granted by the courts or from which the Lessee shall be relieved under the provisions of the *Property Law Act 1969* and all reasonable costs, charges and expenses (including fees for architects and clerks of works) incurred by the Lessor for supervising, inspecting and approving any works or repairs carried out to the Premises by or on behalf of or in consequence of the default of the Lessee under any of the Lessee's Covenants.

14.3 *Without Prejudice*

This Lease is without prejudice to the Lessee's rights under Part VII of the *Telecommunications Act, 1991* (Cth).

14.4 *Governing Law*

This Lease is governed by the law in force in Western Australia.

Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

Without preventing any other mode of service, any document in an action (including, without limitation, any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at its address for service of notices under clause 11.1

14.5 *Rates and Taxes*

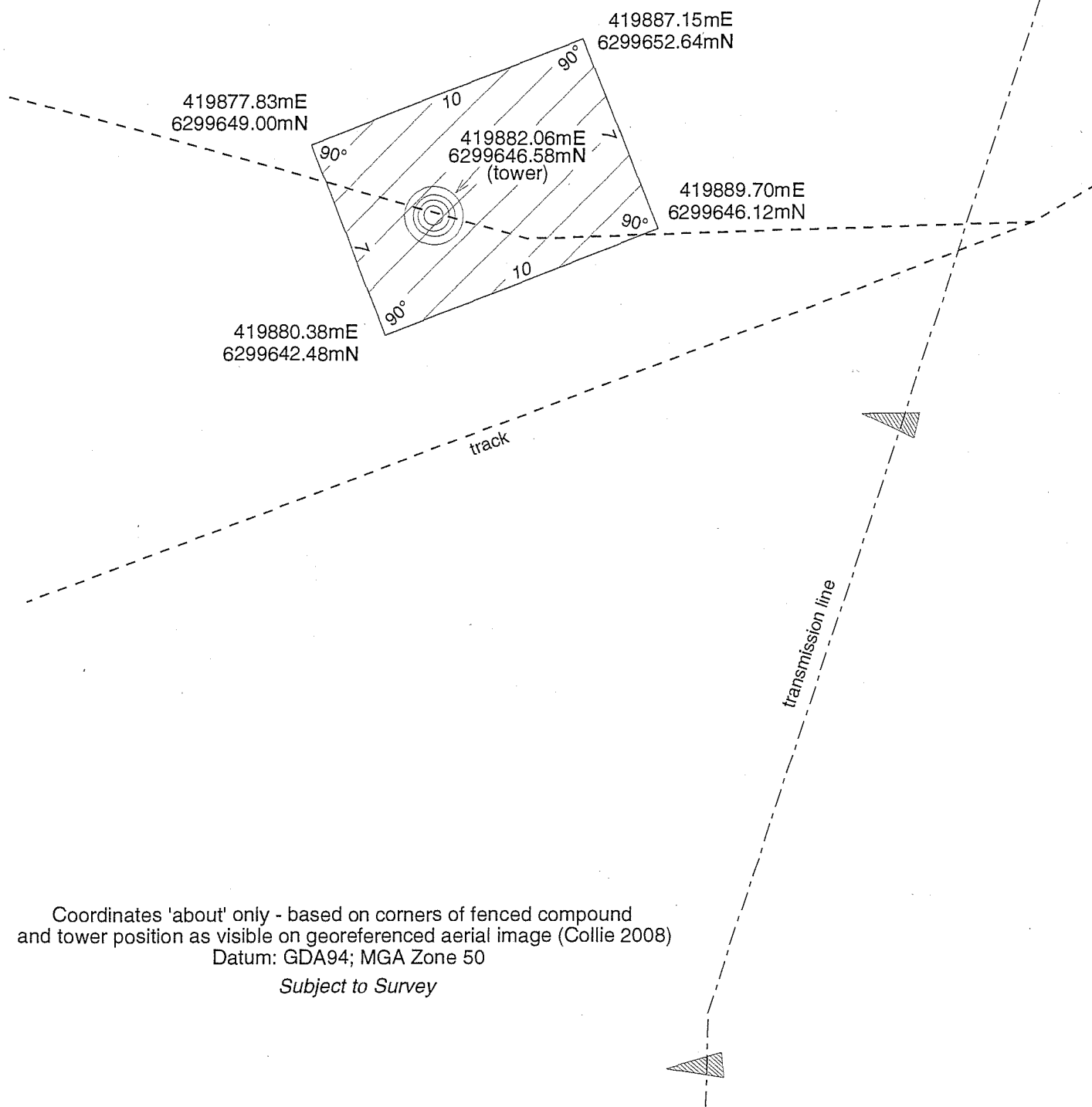
The Lessee must pay all rates, taxes and assessments charged upon the Premises and/or the Land by the due date for payment.

14.6 *Arbitration*

If at any time any dispute or difference arises between the parties in respect of any matters arising under or pursuant to the Lease or the meaning or construction of any of the provisions contained in it, such dispute or difference shall be referred to a single arbitrator to be appointed in accordance with the provisions of the *Commercial Arbitration Act 1985 (as amended)*. On any such arbitration, a party may, if it chooses, be represented by a duly qualified legal practitioner. The costs of the arbitration are to be borne equally by the parties regardless of the outcome but each party shall bear their own legal costs.

- | | |
|--------|---|
| Item 1 | (a) Premises (clause 1.1). The area delineated and shown hatched on the attached plan comprising an area of 70 sq metres and being a portion of State forest 26. |
| Item 2 | Date of Commencement (clause 1.1)
First day of April 2005 |
| Item 3 | Date of Expiration (clause 1.1)
Thirty first day of March 2015 |
| Item 4 | Term (clause 1.1)
10 years. |
| Item 5 | Rent (clause 1.1)
The sum of \$2,000.00 for each five years of the term, payable in advance on the first day of each five year period, that being 1 April 2005 and 1 April 2010. |
| Item 6 | Option (clause 3.3)
First Option Period 5 years |
| Item 7 | Contact at Lessor (clause 11.1)
Name: Property Unit
Address: Department of Environment & Conservation
17 Dick Perry Avenue
Kensington 6151
Telephone number: (08) 9334 0333
Facsimile number: (08) 9334 0253 |
| Item 8 | Contact at Lessee (clause 11.1)
Name: Manager
Western Power
Address: PO Box L 921 GPO
PERTH WA 6892
Telephone number: (08) 9326 4149
Facsimile number: (08) 9326 6566 |

State Forest No. 26



Coordinates 'about' only - based on corners of fenced compound
and tower position as visible on georeferenced aerial image (Collie 2008)
Datum: GDA94; MGA Zone 50
Subject to Survey

FOREST LEASE 1956/97 - Lyall's Mill

LESSEE	WESTERN POWER CORPORATION		
LGA	SHIRE OF COLLIE	AREA	Abt 70m ²
LAND DISTRICT	WELLINGTON	DRAWN	JLF 4-12-09
DEC DISTRICT	WELLINGTON	CHECKED	RB 8-12-09
PLAN	2131-23 (MUJA & COLLIE) - EU.68	FILE No.	1998F000262

SCALE 1 : 200



Department of
Environment and
Conservation

Our environment. our future

ATTESTATION SHEET

Executed by the parties as a Deed on the 6th day of August in the year 2010

LESSOR/LESSORS SIGN HERE (NOTE 9)

The Common Seal of the CONSERVATION)
AND LAND MANAGEMENT EXECUTIVE)
BODY was hereunto affixed by:)

K. N. N. O.
CHIEF EXECUTIVE OFFICER

in the presence of:

CAMPBELL YOUNGSON
Witness

PUBLIC SERVANT
Occupation of Witness

168 ST GEORGES TCE PERTH WA 6000
Address of Witness

LESSEE/LESSEES SIGN HERE (NOTE 9)

Executed for and on behalf of)
Electricity Networks Corporation)
ABN 18 540 492 861 in accordance)
with sub-section 135(4) of the)
Electricity Corporations Act 2005 (WA))
and an authority dated 30/10/2009:)

DAVID FOWLER
Signature of Authorised Officer
Print Name BRANCH MANAGER - CRG
Position Title

INSTRUCTIONS

1. If insufficient space in any section Additional Sheet Form B1 should be used with appropriate headings. The boxed sections should only contain the words "See Annexure".
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the person signing this document and their witnesses.
4. Duplicates are not issued for Crown Land Titles.

NOTES

1. DESCRIPTION OF LAND

Lot and Diagram/Plan number or Location name and number to be stated.

Extent – Whole, part or balance of the land comprised in the Certificate of Title/Crown Land Title to be stated. The Certificate of Title/Crown Land Title Volume and Folio number to be stated.

2. LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS

The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram. If none show "nil".

3. LESSOR

State full name and address of Lessor/Lessors and the address/addresses to which future notices can be sent.

4. LESSEE

State full name and address of Lessee/Lessees and the address/addresses to which future notices can be sent. If two or more, state tenancy eg Joint Tenants, Tenants in Common. If Tenants in Common specify shares.

5. TERM OF LEASE

Term to be stated in years, months and days. Commencement date to be stated. Options to renew to be shown.

6. RECITE ANY EASEMENTS TO BE CREATED

Here set forth Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".

7. RENTAL

State amount of yearly rental in words.

8. PAYMENT TERMS

State terms of payment

9. EXECUTION

A separate attestation is required for every person signing this documents. Each signature should be separately witnessed by an Adult Person. The name, address and occupation of witnesses must be stated.

Office Use Only

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY Department of Environment and Conservation

ADDRESS 17 Dick Perry Avenue, Kensington, Western Australia 6152

PHONE No. 9423 2333

FAX No. 9423 2466

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED
HEREWITH

- | | |
|----------|-----------------|
| 1. _____ | Received Items |
| 2. _____ | Nos. |
| 3. _____ | |
| 4. _____ | Receiving Clerk |
| 5. _____ | |
| 6. _____ | |

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

EXAMINED