

FORM L1

WESTERN AUSTRALIA  
TRANSFER OF LAND ACT 1893 AS AMENDED

I hereby certify that the within is a true and correct copy of Lease No. 1576/100.

*Keiran McNamara*

Mr Keiran McNamara  
Director General - Department of Environment and Conservation

## LEASE

DESCRIPTION OF LAND (Note 1)

Wellington National Park, in the vicinity of Mt Lennard, Western Australia being a portion of the land comprised in Lot 325 on Deposited Plan 45058 (Land Record 3135/614 and being A Class Reserve 46213) as shown on the plan annexed as Annexure "B"

EXTENT

Part

VOLUME

LR3135

FOLIO

614

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 2)

Nil.

ESTATE AND INTEREST

FEE SIMPLE

LESSOR (Note 3)

Conservation and Land Management Executive Body (formerly known as the Executive Director of the Department of Conservation and Land Management) ABN 38 052 249 024 of the corner of Hackett Drive and Australia II Drive, Crawley WA 6009

LESSEE (Note 4)

BROADCAST AUSTRALIA PTY LIMITED, ACN 086 048 562 of Level 10 Tower A, 799 Pacific Highway, Chatswood, NSW, 2067

TERM OF LEASE (Note 5)

Ten (10) years

Commencing from the 1st day of January 2010

day of

Year

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

for the above term for the clear yearly rental of (Note 7)  
payable (Note 8) \$18,112.50 per annum

subject to the covenants and powers implied under the *Transfer of Land Act 1893* as amended (unless hereby negated or modified) and also to the covenants and conditions contained herein.

*KE*  
*W*

The following covenants by the lessee are to be construed according to section ninety-four of the *Transfer of Land Act 1893* as amended (Note 9)

See annexure "A".

Dated this 24th day of November Year 2010

LESSOR/S SIGN HERE (Note 10)

Signed

*K. J. Macdonald*

Signed

In the presence of

*[Signature]*

In the presence of

CAMPBELL YOUNGSON



LESSEE/S SIGN HERE (Note 10)

Signed

*[Signature]*

Signed

*[Signature]*

In the presence of MICHAEL BERG Company Secretary

In the presence of

Graeme Barclay  
Managing Director



### 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 page..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the 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 persons signing this document and their witnesses.
4. Where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production.

### NOTES

1. **DESCRIPTION OF LAND**  
Lot and Diagram/Plan/Strata/Survey-Strata Plan number or Location name and number to be stated.  
Extent - Whole, part or balance of the land comprised in the Certificate of Title to be stated. If part, define by recital and/or sketch.  
The Volume and Folio number to be stated.
2. **LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS**  
In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the land being leased that are recorded on the certificate(s) of title:  
a) In the Second Schedule;  
b) If no Second Schedule, that are encumbrances.  
(Unless to be removed by action or document before registration hereof)  
  
Do not show any:  
(a) Easement Benefits or Restrictive/Covenant Benefits; or  
(b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a mortgage is shown, do not show any partial discharges or any document affecting either).  
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. Strata/survey-strata plan encumbrances are to be described as "Interests on strata/survey-strata plan".  
If none show "nil".
3. **LESSOR**  
State the full name of the Lessor/Lessors (REGISTERED PROPRIETOR) as shown in certificate of title and the address/addresses to which future notices can be sent.
4. **LESSEE**  
State full name of the Lessee/Lessees and the address/addresses to which future notices can be sent. If two or more state tenancy e.g. Joint Tenants, Tenants in Common. If Tenants in Common specify shares.
5. **TERM OF LEASE**  
Must exceed 3 years.  
Term to be stated in years, months and days or as the case may be. Commencement date to be stated. Options to renew to be shown.
6. **RECITE ANY EASEMENTS TO BE CREATED**  
Here set forth any 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. State amount of yearly rental in figures.
8. State term of payment.
9. Insert any Covenants required.
10. **LESSOR/LESSEE EXECUTION**  
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The full name, address and occupation of the witness must be stated.

EXAMINED

OFFICE USE ONLY

## LEASE

LODGED BY

ADDRESS

PHONE No.

FAX No.

REFERENCE No.

ISSUING BOX No.

PREPARED BY

ADDRESS

PHONE No.

FAX No.

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. _____	
5. _____	
6. _____	Receiving Clerk

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.

  
**Landgate**



## ANNEXURE "A"

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The Lessor leases to the Lessee and the Lessee accepts the lease of the Premises on the terms and conditions as follows.

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 Definitions**

In this Lease:

**ACDC** means the Australian Commercial Disputes Centre Limited.

**ACDC Mediation Guidelines** means the commercial mediation guidelines set by the ACDC from time to time.

**Adjoining Area** means that portion of the Land which is within a 100 metre radius of the centre of the Premises.

**Adjustment Date** means each date in Item 11.

**Authority** means any court, government department, local council, statutory authority, regulatory authority, public or private utility or other public or private body that has a right to impose a requirement or charge a fee in connection with the Land, the Network, the Permitted Use, or any services in relation to any of those items.

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

**Carrier** means a carrier under and as defined in the Telecommunications Act 1997 (Cth).

**Contamination** means the presence or release of any substance (including, but not limited to, a liquid, a solid, a gas, an odour, temperature, sound or vibration) in or into the Environment at a concentration which would entitle any Authority to take action in relation to the presence or release of that substance.

**Default Rate** means a rate that is 2% per annum above the rate quoted on the date of demand by the Lessor's nominated banker on an unsecured overdraft accommodation over \$100,000.

**End Date** means the date in Item 6.

**Environment** means components of the earth, including:

- (a) land, air and water; and
- (b) any layer of the atmosphere;
- (c) any organic or inorganic matter and any living organism; and
- (d) human-made or modified structures and areas;

and includes interacting natural ecosystems that include components described in paragraphs (a) and (c) above.

**Environmental Incident** means an event resulting from a Contamination on or from the Land which may:

- (a) materially affect the Permitted Use;
- (b) materially affect the Lessee's ability to continue to carry out the Permitted Use in the manner that it currently carries it out; or
- (c) cause the Lessee to incur substantial expenditure.

**Environmental Law** means a Law that relates to an aspect of the Environment or health.

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**Equipment** means all of the Lessee's and the Lessee's Agents fixtures, fittings, plant, machinery, materials, cables, telecommunications and other equipment necessary or desirable for the Permitted Use including but not limited to the items set out in Item 14 and as altered, upgraded or added to by the Lessee in accordance with the Lease.

**Installation and Operation** means inspection, installation, construction, de-installation, erection, testing, maintenance, repair, dismantling, renewal, operation and/or removal.

**Item** means an item number contained in the Schedule 1.

**Land** means the land in Item 3.

**Lessor** means the person in Item 1 and, where relevant, includes the Lessor's manager, employees, contractors, invitees and any person authorised by the Lessor.

**Lessor's Bank Account** means the account nominated in Item 12.

**Law** means any present or future statutes, rules, regulations, proclamations, ordinances or by-laws, or amendment, consolidation or replacement of them.

**Market Review Date** means the 5<sup>th</sup> anniversary of the Start Date, and the Start Date of each Option Term (if any).

**Network** means the telecommunications network (as defined in the Telecommunications Act 1997 (Cth)) and telecommunications services (including but not limited to broadcasting and other radiocommunications) operated by the Lessee or any of its Related Bodies Corporate.

**Option Term** means the option term(s) set out in Item 8.

**Permitted Use** means the Installation and Operation of the Equipment as part of the Network.

**Premises** means the property being part of the Land and specified in Item 4.

**Related Body Corporate** has the meaning given in section 50 of the Corporations Act 2001 (Cth).

**Rent** means the amount in Item 9, adjusted under clause 4.2.

**Rent Date** means the dates in Item 10.

**Services** means water, gas, telephones and any other services or utilities reasonably required for the Permitted Use.

**Start Date** means the date in Item 5.

**State** means the State of Western Australia.

**Lessee** means the person in Item 2 and, where relevant, includes the Lessee's Agents.

**Lessee's Agents** means the Lessee's employees, officers, agents and contractors, and any other person at the Premises at the Lessee's request and with the Lessee's express authorisation.

**Term** means the term of this Lease in Item 7.

**Termination Date** means the End Date.

## **1.2 Interpretation**

Unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
  - (b) 'person' includes a firm, body corporate, an unincorporated association or an Authority;
  - (c) an agreement, representation or warranty:
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- (i) in favour of two or more persons is for the benefit of them jointly and severally; and
  - (ii) on the part of two or more persons binds them jointly and severally;
- (d) a reference to:
  - (i) a person includes the person's executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns;
  - (ii) this or another document includes any variation or replacement of it;
  - (iii) this Lease includes this lease (whether or not registered), any extension of it or holding over under it;
  - (iv) a law includes regulations and other instruments under it and amendments or replacements of any of them;
  - (v) a thing includes the whole and each part of it;
  - (vi) a month means a calendar month;
  - (vii) a date includes that date;
  - (viii) a group of persons includes all of them collectively, any two or more of them collectively and each of them individually; and
  - (ix) the president of an Authority includes any person acting in that capacity.
- (e) The sections specified in Item 14 do not apply to this Lease to the extent they are able to be excluded.
- (f) Any covenants and powers implied in the Lease by any law apply to the extent only that they are consistent with the terms of the Lease and not excluded by the Lease.

## **2. TERM**

### **2.1 Lease Term**

The Lessor leases the Premises to the Lessee for the Term in accordance with the provisions of this Lease.

### **2.2 Period**

The Term commences on the Start Date and terminates on the End Date subject to the provisions of this Lease.

### **2.3 Holding over**

If the Lessee occupies the Premises after the End Date (other than pursuant to the exercise of an option to renew) the Lessee will do so as a yearly Lessee on the same terms and conditions as this Lease as far as they apply to a yearly tenancy. Either party may terminate the yearly tenancy by giving the other 6 months prior written notice, expiring at any time.

### **2.4 Option to Renew**

- (a) If a further term(s) have been inserted at Item 8 and the Lessee wishes to renew this lease for a further term the Lessee must give the Lessor notice not less than 1 month before the current term expires.
  - (b) Unless the Lessee is in default, the Lessor must grant the Lessee a lease for the further term on receipt of notice given in accordance with paragraph (a).
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- (c) The lease will be on the same terms as this agreement except that:
  - (i) the start and end dates and term will be amended accordingly;
  - (ii) any option already exercised will be removed; and
  - (iii) the Rent shall be the greater of the Rent payable immediately prior to the commencement of the extended term and the Rent, reviewed to market in accordance with the provisions of clause 4.3.

## **2.5 Terms of Option Lease**

The terms of the new lease for the Option Term must contain the same terms and conditions as this Lease except that:

- (a) the Rent from the Start Date of the new lease will be the Rent payable on the End Date of this Lease subject to any adjustment provided under this Lease;
- (b) the new lease will include any variations to this Lease agreed by the parties during the Term;
- (c) if Item 8 contains details for only two Option Terms, the details for the First Option Term are deleted; and
- (d) if Item 8 contains details for only one Option Term, the details in Item 8 are deleted and the words "Not applicable" are inserted in their place.

## **3. EARLY SURRENDER BY LESSEE**

### **3.1 Surrender Prior to Construction**

- (a) Without limiting any other provision of this Lease, the Lessee may surrender this Lease if the Lessee has not commenced the Installation and Operation of the Equipment and gives the Lessor not less than 6 month's written notice that the Lessee no longer requires the Premises.
- (b) Upon the expiry of the Lessee's notice under clause 3.1(a) above:
  - (i) this Lease will terminate; and
  - (ii) the Lessor will refund to the Lessee any overpayment of Rent within 10 Business Days after the date of the Lessee's notice.
- (c) For the avoidance of doubt, the Lessee must pay the Rent to the Lessor calculated on a daily basis from the Rent Date to the date of termination.

### **3.2 Effect of Surrender**

A surrender under clause 3.1, (where lawful and in accordance with this Lease), is without prejudice to any right or liability of either party in relation to any cause of action accruing before the termination date.

## **4. RENT**

### **4.1 Payment**

- (a) The Lessee must pay the Rent to the Lessor during the Term, without deduction or right of set off.
  - (b) On the Start Date, the Lessee must pay to the Lessor the Rent up to the first Rent Date; such payment may be made by cheque.
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- (c) Thereafter, the Rent will be paid on each Rent Date by direct debit to the Lessor's Bank Account.

#### 4.2 Adjustment

- (a) On and from each Adjustment Date, the Rent will be the rent payable immediately before that Adjustment Date multiplied by 105%.
- (b) On the first Rent Date after the Rent is calculated in clause 4.2(a), the parties must make any necessary adjustments so that the adjusted Rent has been paid from the relevant Adjustment Date.

#### 4.3 Market Rent Review

- (a) Despite clause 4.2, not less than 6 months and not more than 9 months prior to the Market Review Date (in which regard time shall be of the essence) the Lessor may notify the Lessee in writing of the amount which the Lessor considers to be the current annual market rental appropriate for the Premises.
  - (b) If the Lessee does not agree with the Lessor's assessment of the current annual market rental as set out in its notice under paragraph (a), the following procedure shall apply:
    - (i) The Lessee shall within 21 days of the date of the Lessor's notice under paragraph (a) give notice in writing to the Lessor that it disputes the rent proposed as the current annual market rental appropriate for the Premises.
    - (ii) Within 14 days after giving to the Lessor by the Lessee the notice referred to in paragraph (i), the Lessor shall be entitled to request the President (or other Chief Executive Officer) for the time being of the Australian Property Institute (WA Division) to appoint a valuer qualified in the manner provided in paragraph (c) for the purpose of determining the current annual market rental.
    - (iii) If the Lessor within the period referred to in paragraph (ii) does not request the President (or other chief executive officer) of the Australian Property Institute (WA Division) to appoint a valuer or if the Lessor indicates to the Lessee that the Lessee may make such a request, then, within 14 days of such indication or expiry of the period referred to in paragraph (ii), the Lessee shall be entitled to request the President (or other Chief Executive Officer) of the Australian Property Institute (WA Division) to appoint a valuer qualified in the manner provided in paragraph (c) for the purpose of determining the current annual market rental for the Premises.
  - (c) A valuer appointed by the President (or Chief Executive Officer) of the Australian Property Institute (WA Division) under this clause shall be a full member of not less than 5 years' standing of the Institute and shall be the holder of a licence to practice as a valuer of the kind of premises demised by this Lease and who is a practising valuer. The appointed valuer shall be instructed to give both parties a reasonable opportunity to make submissions orally and in writing and shall complete his/her determination within 1 month of being appointed.
  - (d) The determination of the valuer shall be final and binding on the Lessor and the Lessee.
  - (e) In determining such current annual market rental, any valuer shall:
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- (i) Be deemed to be acting as an expert and not as an arbitrator;
  - (ii) Exclude the value of any goodwill attributable to the Lessee's business and exclude the value of the Lessee's Improvements at the Premises;
  - (iii) Have regard to the terms of the Lease;
  - (iv) Have regard to the value of comparable premises in the vicinity of the Premises;
  - (v) Value the Premises as being vacant and ready for immediate use by the Lessee; and
  - (vi) Regard the use of the Premises to be offered without a premium by a willing lessor to a willing lessee on the terms of the Lease (except the amount of the Rent) for a term equal to the original term of the Lease together with any options for renewal that remain to be exercised at that date.
- (f) The determination of the valuer shall be in writing and a copy supplied to the Lessor and the Lessee.
- (g) The costs of the valuer are to be borne by the parties in equal shares.
- (h) Until the current market valuation is agreed or otherwise determined, the Lessee must continue to pay the Rent at the rate applicable immediately prior to the review date. When the valuer has completed his determination of the current market valuation, any necessary adjustment shall be made between the parties on the day on which a Rent payment under the Lease is next due.
- (i) If the Lessor fails to give notice under paragraph (a), the Lessor forfeits its right to give such notice at a later date.

## **5. ELECTRICITY SUPPLY & SERVICES**

### **5.1 Connection**

If requested by the Lessee, the Lessor must allow the Lessee at the Lessee's cost 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 Premises such earthing apparatus as is necessary for the safe continuous use of the Equipment.

### **5.2 Separate Meter**

The electricity to the Premises must be separately metered so that the Lessee is directly accountable to the relevant authority for payment of electricity consumed by it at the Premises. The Lessee must pay all costs associated with the meter.

### **5.3 Other Services**

If requested by the Lessee, the Lessor must allow the Lessee at the Lessee's cost to connect the Premises to any Services. The Lessee must pay the connection and consumption costs by the Premises of these Services.

## **6. GST**

### **6.1 Definitions**

Words and expressions used in this clause have the same meanings as those in the Act called A New Tax System (Goods and Services Tax) Act 1999.

### **6.2 Amounts GST Exclusive**

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Unless otherwise stated, the price payable by a party under this Lease for a supply represents the value of the taxable supply for which the price is to be paid and does not include any GST in respect of that taxable supply.

### **6.3 Liability to pay GST**

- (a) Subject to clause 6.3(b), if a party makes a taxable supply to the other party under this Lease the recipient of the taxable supply must pay (at the same time and in the same manner as the price is due to be paid) the amount of any GST payable in respect of the taxable supply less any input tax credits to which the party making the supply is entitled to in respect of that taxable supply.
- (b) If a price is expressed to include GST, no additional GST shall be payable by a party in respect of the supply for which that price is provided.

### **6.4 Reimbursements**

If this Lease requires the Lessee to reimburse the Lessor for an acquisition the Lessor makes, the amount required to be reimbursed shall be the amount paid or payable by the Lessor for the acquisition (exclusive of any GST payable in respect of the acquisition), plus any GST payable under clause 6.3. The Lessee shall have reciprocal rights in respect of any acquisitions the Lessee makes and for which the Lessor is required under this Lease to reimburse to the Lessee.

### **6.5 Costs, Claims etc**

If a party is required under this Lease to pay the other party's costs or expenses for doing something, or to indemnify the other party in respect of anything, the party must also pay any GST payable on such costs, expenses or things.

### **6.6 Tax Invoice**

- (a) A party's right to payment under clause 6.3(a) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply. The party liable to pay for the taxable supply shall not be obliged to pay any GST under clause 6.3(a) until one month after it has received a valid tax invoice.
- (b) If a price is expressed to include GST, the party that makes the supply must deliver a valid tax invoice to the party that is liable to pay for the supply not less than one month before the date on which the price is due to be paid.

### **6.7 Adjustments**

- (a) If the value of a taxable supply under this Lease changes after the recipient of the supply has paid GST on that supply under clause 6.3, the supplier must, within 21 days after it becomes aware of the change, give the recipient of the taxable supply an adjustment note.
- (b) If the adjustment reduces the amount of GST payable by the recipient of the supply to the supplier, the supplier must refund the overpaid GST to the recipient of the supply when it gives the adjustment note.
- (c) If the adjustment increases the amount of GST payable by the recipient of the supply to the supplier, the recipient of the supply must pay the additional GST to the supplier within 21 days after it has received the adjustment note.

### **6.8 Penalties and Interest**

If a party incurs any penalties or interest as a result of late payment of GST where that late payment is caused solely by the failure of the recipient of the supply to comply

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with this clause 6, then the recipient of the supply must pay to the supplier on demand the amount of the penalties and interest.

## **7. ACCESS & SECURITY**

### **7.1 24 hour access**

- (a) The Lessee, or any of the Lessee's Agents, may enter the Premises, with or without Equipment and vehicles, 24 hours a day, 7 days a week during the Term, to undertake the Permitted Use and to exercise any of its rights and obligations under this Lease without the need for prior notice.
- (b) If the Premises can only be accessed by a right of way or other access right which the Lessor has over Adjoining Area, the Lessor must ensure that the Lessee has the right to use such right of way or other access right at all times during the Term without notice.

### **7.2 Security**

The Lessee must secure the Premises when they are unoccupied provided it is reasonably practicable to do so.

## **8. USE**

### **8.1 Premises**

The Lessee must only use the Premises for the Permitted Use.

### **8.2 Access to Premises via Adjoining Area**

- (a) Subject to the approval of the Lessor which must not be unreasonably withheld or delayed, the Lessee may use so much of the Adjoining Area as is reasonably required to obtain access to the Premises with or without vehicles, workmen and/or Equipment (including, but not limited to, the construction of roads) and for the Installation and Operation of the Equipment during the Term.
- (b) The Lessee will make good any damage to the Adjoining Area which it causes:
  - (i) as soon as practicably possible;
  - (ii) as near as practicably possible to its state before such use;
  - (iii) to the Lessor's reasonable satisfaction; and
  - (iv) fair wear and tear excepted.

### **8.3 Cabling and Supports**

- (a) If required for the Permitted Use, and subject to the approval of the Lessor which must not be unreasonably withheld or delayed, the Lessee may install, un-install, maintain, repair, replace and use above or below ground cabling (including, but not limited to cabling required to connect the Premises and/or the Equipment to an electricity supply) to and from the Premises and across the Land and where necessary to construct supports for that cabling on the Land.
  - (b) In exercising its rights under this clause, the Lessee must:
    - (i) use reasonable endeavours not to cause any lasting material damage to the Land or cause any permanent material interference with the use of the Land by the Lessor or by any other occupant who has an interest in the Land; and
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- (ii) restore the surface of the Land so used as soon as practicably possible and as near as practicably possible to its state before such use to the Lessor's reasonable satisfaction, fair wear and tear excepted.

#### **8.4 Connections**

- (a) If any parts of the Premises do not connect with each other or the Premises are partly or wholly on any part of a building on the Land, the Lessee may run above or below-ground cabling, wiring, piping, earthing straps, conduit and support structures over the Land or within or upon the building on the Land as are necessary for the safe, continuous and proper use of the Equipment.
- (b) In exercising its rights under clause 8.4(a), the Lessee must not cause any material damage to the Land or material permanent interference with the use of the Land by the Lessor or by any other occupant who has an interest in the Land.

#### **8.5 Consent to use**

The Lessor irrevocably authorises the Lessee and any of the Lessee's Agents to (at its cost):

- (a) make any application for consent or approval to any Authority to use or develop the Premises for the Permitted Use; and
- (b) exercise every right of appeal arising from the determination of any such application or the failure to determine the application.

#### **8.6 Lessor's assistance**

The Lessor must sign all documents and do everything the Lessee reasonably requires (at the Lessee's cost) to authorise or assist in obtaining consent or approval from any Authority to use or develop the Premises for the Permitted Use.

#### **8.7 Signs**

- (a) The Lessee may display signs on the Premises and/or Adjoining Area which the Lessee is required to display for commercial, operational or safety reasons or as required by Law.
- (b) The Lessee must ensure that the signs erected under 8.7(a) comply with all requirements of any relevant Authority.

#### **8.8 Hazardous or Sensitive Equipment**

- (a) The Lessee must clearly label or otherwise identify and provide the Lessor with written notice of all potentially hazardous or sensitive Equipment installed or stored on the Premises or Adjoining Area.
- (b) The Lessor must comply with the Lessee's reasonable special instructions in relation to that Equipment, provided the Lessor has received written notice from the Lessee of those special instructions. The Lessor must use its best endeavours to ensure that all persons accessing the Land or the Premises through or on behalf of the Lessor are aware of the Lessee's special instructions.
- (c) The Lessor indemnifies the Lessee against any loss, damage, claim, accident or injury occurring at the Premises or the Adjoining Area caused by the Lessor's failure to comply with those special instructions.

#### **8.9 Radio Frequency (RF) Electromagnetic Energy Levels (EME)**

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The Lessee warrants that it will comply at all times with electro magnetic energy safety standards set by the Australian Radiation Protection and Nuclear Safety Agency (ARPANSA), and regulated by the Australian Communications and Media Authority (ACMA), the independent regulator of the Australian telecommunications industry, and legislative requirements relevant to electro magnetic energy, from time to time in connection with electro-magnetic emissions from the Lessee's facility at the Premises.

#### **8.10 Not to Pollute**

The Lessee must do all things reasonably necessary to prevent, and not to do or permit or suffer to be done anything likely to cause, pollution, degradation or contamination of the Premises by garbage, refuse, waste matter, oil, liquid fuels, sewage or other pollutants or by stormwater or other run off or arising from the Lessee's use of the Premises and in particular but without limiting the generality of the Lessee's obligations under this clause, to regularly collect and dispose of its garbage, refuse waste (solid and liquid) oil and other pollutants caused or created by the Lessee at the Premises at regular intervals.

#### **8.11 Fire Prevention**

- (a) The Lessee will observe and comply with the provisions of the Bush Fires Act, 1954 so far as the same applies to the Premises and the Lessee.
- (b) The Lessee will not light or cause to be lit or permit any person to light any fire on the Premises without the written approval of the Lessor.
- (c) If the Lessee or its agents cause a fire to be lit without the Lessor's prior written consent, the Lessee shall, immediately upon becoming aware of the fire, take all reasonable measures at the Lessee's expense to extinguish such fire. The Lessee shall reimburse the Lessor for any expenses reasonably incurred by the Lessor in extinguishing such fire where the Lessee fails to do so.
- (d) The Lessee will clear firebreaks around the Premises as reasonably directed by the Lessor and to the satisfaction of the Lessor, acting reasonably.

#### **8.12 Lessor Access**

- (a) The Lessee shall permit the Lessor and its agents at all reasonable times (subject to giving the Lessee not less than 5 business days' prior written notice and the Lessor complying with the Lessee's Site Access Protocols) to enter upon the Premises to view the condition of any buildings or improvements. The Lessor acknowledges that any such access and inspection shall at all times be supervised by the Lessee's representative.
- (b) Where the Lessor requires access on more than 2 occasions in any 6 months period, the Lessor shall reimburse the Lessee for its costs of arranging access.
- (c) Nothing in this clause will entitle the Lessor to enter any equipment shelter on the Premises to interfere with or tamper in any way with any equipment at the Premises.

#### **8.13 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:

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- (a) structural alterations unless caused or contributed to by the Lessee's particular use or occupation of the Premises; and
- (b) compliance with any notice, requirement or order not directly arising from the Lessee's particular use or occupation of the Premises

## **9. INSTALLATION, MAINTENANCE & ALTERATIONS**

### **9.1 Installation**

The Lessee will, at its cost, install the Equipment on the Premises in a good and professional manner and in compliance with all relevant Authority consents and Laws. If the Lessee requires any work of a structural or capital nature to be undertaken to the Premises or any Adjoining Area for the operation of the Network such work will be undertaken at the Lessee's cost with the Lessor's consent, such consent not to be unreasonably withheld.

### **9.2 Maintenance**

Until the End Date or earlier termination of this Lease in accordance with its terms, the Lessee must, at its cost, maintain in good repair, order and condition:

- (a) the Premises;
  - (b) any Equipment installed under clause 8.3 or 8.4;
  - (c) any Signs erected under clause 8.7;
  - (d) any alterations of a structural or capital nature made to the Adjoining Area under clause 8.2; and
  - (e) any alterations carried out under clause 8.3;
- subject only to:
- (i) fair wear and tear (having regard to the condition of the Premises at the Start Date); and
  - (ii) damage by fire, flood, lightning, storm, act of God or war;

but nothing in this clause will oblige the Lessee to do any other work of a structural or capital nature unless it is necessary because of the Lessee's negligent act or wilful omission.

### **9.3 Alteration**

The Lessee (at its cost) may install, un-install, erect, construct, dismantle, repair, replace, renew and maintain:

- (a) the Equipment;
- (b) Signs erected under clause 8.7.

### **9.4 Lessee's obligations**

In exercising its rights under clause 9.3, the Lessee must:

- (a) comply with the requirements of any relevant Authority and applicable Law; and
- (b) not cause any permanent material interference with the use of the Land by the Lessor or by any other occupant who has an interest in the Land.

### **9.5 Fencing**

- (a) In the event that the Premises are not as at the date of this Lease fenced or secured, the Lessee must as soon as reasonably practicable after the Start
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Date, but having regard to its reasonable requirements during the construction or erection of any telecommunications facility as described in clause 9.1, fence off the area of the Premises with good quality materials, to the Lessor's reasonable satisfaction, and in any case in accordance with any statutory requirement applicable to the fencing of a telecommunications facility.

(b) During the Term, the Lessee must:

- (i) Maintain the fences referred to in paragraph (a) in good and safe repair and condition; and
- (ii) Erect and maintain such warning signs, barricades and other devices necessary to render and keep the Premises safe and free from hazard or danger to any person or, using or occupying any land adjacent to the Premises.

#### **9.6 Lessee's Other Obligations**

The Lessee will not 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. For the avoidance of doubt, the Lessee's use of the Premises shall not be deemed noxious, offensive or audibly or visually a nuisance.

#### **9.7 Payments**

The Lessee must pay all rates, taxes, assessments and other outgoings charged or levied on the Premises by their due date for payment. Where the Lessor receives any invoice for payment of assessment in respect of any rates, taxes, assessments or other outgoings for the Premises directly from the relevant issuing body or authority, the Lessor shall promptly provide the same to the Lessee. For the avoidance of doubt, where any rates, taxes, assessments or other outgoings are charged or levied against all of the Land, the Lessee is only required to pay a proportion of the same based on the proportion that the area of the Premises bears to the total area of the Land.

#### **9.8 Asbestos**

The Lessee shall at all times throughout the Term, ensure that it complies with all relevant Australian standards and regulatory requirements which apply in relation to the management and removal of asbestos (if any) at the Premises.

### **10. ASSIGNMENT, SUB-LETTING & OTHER DEALINGS**

#### **10.1 Lessor's consent**

The Lessee may

- (a) assign this Lease with the Lessor's prior written consent, which will not be withheld, if:
    - (i) the Lessee demonstrates to the reasonable satisfaction of the Lessor that any proposed new Lessee is financially secure and intends to use the Premises for the Permitted Use or another purpose as may be approved by the Lessor, acting reasonably; and
    - (ii) the proposed new Lessee signs an agreement with the Lessor to comply with the terms of this Lease; and
  - (b) subject to clause 10.2, sublet or grant a licence of the Premises, with the Lessor's prior written consent, which will not be withheld if the proposed new
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sub-lessee or licensee signs an agreement in a form reasonably required by the Lessor by which the proposed sub-lessee or licensee agrees that it will not cause any breach of the provisions of this Lease; and

In either case, the Lessee pays the Lessor any reasonable costs incurred by the Lessor in relation to any matter relating to or arising out of this clause.

#### **10.2 Related Body Corporate**

- (a) Notwithstanding clause 10.1, the Lessee may assign the Lease or sublet or grant a licence of the Premises to any of:
  - (i) a Related Body Corporate of the Lessee;
  - (ii) a Carrier; or
  - (iii) any other entity lawfully entitled to operate a Telecommunications network under the Telecommunications Act 1997 (Cth) without being a Carrier;

with the Lessor's prior consent not being unreasonably withheld.

- (b) In the case of an assignment, the Lessee must procure the new Lessee sign an agreement with the Lessor covenanting to comply with the terms of this Lease on and as from the assignment date.

#### **10.3 Change in Control**

- (a) Where 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 acquiring control of the Lessee, as reasonably nominated by the Lessor, a guarantee of the Lessee's obligations under this Lease in a form reasonably required by the Lessor. If the Lessee is a subsidiary company, a change in control includes a change in control of its holding company.
- (b) In this clause:
  - (i) Company does not include a company which is listed on the Australian Stock Exchange or is a subsidiary of such a company; and
  - (ii) Control means control of the composition of the board of director or control of more than 25% of the shares with the right to vote at general meetings; and
  - (iii) Words defined in the Corporations Act, 2001 have the meanings given to them by that Act.

#### **10.4 Lessee Released**

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.

#### **10.5 Mortgage**

The Lessee may mortgage, charge or encumber this Lease in favour of its financiers which hold a first registered charge over the Lessee's business, goodwill, unissued capital or other assets.

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**10.6 Licensing of rights**

For the avoidance of doubt, any right expressed as being granted to the Lessee under this Lease may be sublet or licensed on the terms of this clause 10.

**11. INSURANCE & INDEMNITIES****11.1 Lessee's insurance**

- (a) The Lessee must (at its cost) maintain public risk insurance in respect of the Premises for \$10,000,000 for any single event or related series of events.
- (b) Within one month before each Adjustment Date (time being of the essence), the Lessor may by written notice require the Lessee to provide a certificate of currency for the Lessee's public risk insurance required under clause 11.1(a) for the next calendar year following the Adjustment Date.
- (c) The Lessee must comply with the Lessor's request under clause 11.1(b) as soon as reasonably practicable.
- (d) The Lessee must notify the Lessor as soon as possible if an insurance policy required under clause 11.1(a) is cancelled and not replaced with a similar policy.
- (e) For the avoidance of doubt, anything affixed to the Premises or the Land by the Lessee and the Equipment will at all times remain the Lessee's absolute property and at its risk.

**11.2 Indemnity and release by Lessee**

- (a) The Lessee agrees to:
  - (i) release the Lessor to the fullest extent permitted by law from any claim or demand resulting from any accident, damage or injury occurring at the Premises, caused by any negligent act or wilful omission of the Lessee or the Lessee's Agents; and
  - (ii) indemnify the Lessor against any liability for damage or loss to any other person or property caused by or arising out of any negligent act or wilful omission of the Lessee or the Lessee's Agents.
- (b) The release and indemnity in clause 11.2(a) does not apply to the extent that the accident, damage, injury or loss was caused or contributed to by any negligent act or omission by the Lessor or by any person under the Lessor's control or acting on the Lessor's authority.
- (c) The Lessor may not settle any claim or demand the subject of an indemnity under this clause without the prior written consent of the Lessee.
- (d) The Lessor must take all steps reasonably necessary to mitigate any liability or loss (including commencing Court proceedings) arising from any claim or demand the subject of an indemnity under this clause.

**11.3 Interference by Lessee**

- (a) The Lessee covenants and agrees with the Lessor to take all necessary steps to ensure that the operation of its Equipment from the Premises does not cause physical or radio interference with telecommunications equipment installed by the Lessor or third parties on Adjoining Area prior to the installation date of the Lessee's Equipment.
  - (b) If the Lessor advises the Lessee of any physical or radio interference with telecommunications equipment installed by the Lessor or third parties on
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Adjoining Area prior to the installation date of the Lessee's Equipment, the Lessee shall liaise with the affected party in order to promptly resolve interference issues. The Lessee indemnifies the Lessor against any loss or liability suffered as a direct result of the interference caused by the Lessee's Equipment to telecommunications equipment installed by the Lessor or third parties on Adjoining Area prior to the installation date of the Lessee's Equipment.

## **12. THE LESSOR'S COVENANTS**

### **12.1 Lessor's indemnity**

- (a) The Lessor indemnifies the Lessee against:
  - (i) any claim or demand resulting from any accident, damage or injury occurring at the Premises caused by any negligent act or omission made by the Lessor or made by any person under the Lessor's control or acting on the Lessor's authority;
  - (ii) any losses, damage or claim arising from the Lessor's failure to uphold any law, direction or requirement of any Authority in respect of the Land associated with or related to the environment, planning, building or local government.
- (b) The indemnity in clause 12.1 does not apply to the extent that the accident, damage, injury or loss was caused or contributed to by any negligent act or omission by the Lessee or by any person under the Lessee's control or acting on the Lessee's authority.

### **12.2 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.

### **12.3 Interference by Lessor**

- (a) The Lessor must not knowingly (or knowingly permit any third party to):
  - (i) do anything on the Land which is likely to cause physical or radio interference which obstructs, interrupts or impedes the Permitted Use; and
  - (ii) Manipulate, tamper with, interfere with, move or remove the Equipment or any part thereof without the Lessee's prior written permission which may not be unreasonably withheld.
- (b) If the Lessee advises the Lessor of any physical or radio interference which obstructs, interrupts or impedes the Permitted Use, the Lessor must promptly cause removal of such interference at the Lessor's cost.
- (c) Nothing in clause 12.3 shall require the Lessor to breach any obligations it may have under the Telecommunications Act 1997 (Cth).

### **12.4 Contamination on Premises**

The Lessor:

- (a) warrants throughout the Term that to the best of the Lessor's knowledge and belief there is no Contamination on or under the Premises, and that it has not received nor has any knowledge of any notice from any Authority in respect of Contamination on or under the Premises;
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- (b) warrants that to the best of the Lessor's knowledge and belief there is no substance on or under the Premises which is likely to cause interference with the Equipment or the Permitted Use;
- (c) covenants that the Lessor will not knowingly (or knowingly permit any third party to) store on, dispose of on or transport to or over the Land any substance which is likely to cause interference with the Equipment or the Permitted Use; and
- (d) must comply with all Environmental Laws and any notice or order from any Authority in relation to the Land, any Contamination or Environmental Incident on or at the Land whether or not that notice or order is issued to the Lessor or the Lessee.

The Lessor is liable for and indemnifies the Lessee against liability or loss arising from, and costs incurred in connection with, the Lessor's failure to comply with this clauses 12.4(c) and 12.4(d).

#### **12.5 Lessor not Liable**

The Lessor shall not be liable for any removal or damage which may occur to the Lessee's equipment installed on the Premises during the Term except to the extent that the same has been caused or contributed to by any negligent act or omission by or on the part of the Lessor.

#### **12.6 Consent of Lessor's Mortgagee or Chargee**

If the Premises are subject to a mortgage or charge, the Lessor must obtain the mortgagee's or chargee's consent to the Lease and provide evidence of such consent to the Lessee. The Lessee must pay the mortgagee's or chargee's reasonable costs of granting its consent.

#### **12.7 Registration**

The Lessor must do all things necessary to enable this Lease and the Lessee's financier's interest to be registered at the Land Titles Office.

### **13. DEFAULT & TERMINATION EVENTS**

#### **13.1 Default Interest**

If the Lessee does not pay rent or other money payable under this Lease for 21 days or more, then the Lessee will pay the Lessor on demand interest at the Default Rate on the money unpaid from the due date for payment up to but not including the date it is paid. Interest is calculated on a daily basis at the Default Rate.

#### **13.2 Event of Termination**

An Event of Termination occurs if:

- (a) in the Lessee's reasonable opinion, the Premises are damaged or destroyed or 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 Permitted Use or inaccessible by any reasonable means of access or, the Premises are rendered unfit for the Permitted Use or the operation of the Network; or
- (b) the Lessor commits a material breach of any of its obligations under this Lease, and has not either:
  - (i) remedied that breach, where it is capable of remedy; or

- (ii) made reasonable monetary compensation to the Lessee, where the breach is not capable of remedy;  
within 90 days after the Lessee asks it to do so. The parties agree that 90 days is a reasonable period within which the Lessor must either remedy a material breach or make reasonable monetary compensation to the Lessee; or
- (c) in relation to a required consent, licence or permit for the Permitted Use:
  - (i) an application to an Authority is finally rejected; or
  - (ii) a consent, licence or permit is granted to the Lessee on terms and conditions unacceptable to it in its absolute unfettered discretion; or
  - (iii) a consent, licence or permit is cancelled, lapses or is otherwise terminated; or
- (d) in relation to a required consent, licence or permit for the installation, operation or maintenance of the Network:
  - (i) an application to an Authority is finally rejected; or
  - (ii) a consent, licence or permit is granted to the Lessee on terms and conditions unacceptable to it in its absolute and unfettered discretion; or
  - (iii) a consent, licence or permit is cancelled, lapses or is otherwise terminated; or
- (e) The Premises are no longer required for the purpose of provision of broadcasting services as defined in the Broadcasting Services Act 1992 (Cth)

### **13.3 Lessee's Right to Terminate**

If an Event of Termination occurs, the Lessee may terminate this Lease by giving 7 days' prior written notice to the Lessor.

### **13.4 Event of Default**

An Event of Default occurs if the Lessee commits a material breach of any of its obligations under this Lease, and has not either:

- (a) remedied that breach, where it is capable of remedy; or
- (b) made reasonable monetary compensation to the Lessor, where the breach is not capable of remedy;

within 90 days after the Lessor asks it to do so. The parties agree that 90 days is a reasonable period within which the Lessee must either remedy a material breach or make reasonable monetary compensation to the Lessor.

### **13.5 Lessor's right to terminate**

The Lessor may terminate this Lease by giving 7 days' prior written notice if an Event of Default occurs.

### **13.6 Effect of Termination**

Upon receipt of a notice under either of clauses 13.3 or 13.5, (where lawful and in accordance with this Lease), this Lease will terminate, without prejudice to any right or liability of either party in relation to any cause of action accruing before the termination.

### **13.7 Costs on Default**

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The Lessee will pay all reasonable costs, charges and expenses incurred by the Lessor (but excluding internal administrative costs) in connection with any default by the Lessee under this Lease.

#### **14. YIELDING UP AND MAKE GOOD**

At or before the End Date (except where the Lessee will continue to occupy the Premises pursuant to holding over provisions under the Lease) or earlier termination of this Lease in accordance with its terms the Lessee must, at its cost, remove all aboveground Equipment and any signs from the Premises and the Adjoining Area installed by the Lessee including any alterations carried out under clause 8.3 and make good any damage caused by such removal:

- (a) as soon as practicably possible;
- (b) as near as practicably possible to the condition of the surface of the Land at the Start Date;
- (c) to the Lessor's reasonable satisfaction; and
- (d) fair, wear and tear excepted;

but nothing in this clause will oblige the Lessee to do any other work of a structural or capital nature unless it is necessary because of the Lessee's negligent act or omission.

#### **15. COSTS**

In addition to any other amounts payable by the Lessee under this Lease, the Lessee must also pay:

- (a) all stamp duty and registration fees on the Lease and on all Subsequent Leases (including penalties and fines other than penalties and fines due to the Lessor's default); and
- (b) a contribution of \$1,500 (inclusive of GST) towards the Lessor's reasonable legal costs and disbursements in relation to the negotiation and execution of this Lease.

#### **16. GENERAL**

##### **16.1 Notices**

- (a) Any notice given under this Lease must be in writing and by delivery in person, by pre-paid post or by fax addressed to the receiving party at the address set out in Item 13.
- (b) Any notice given in accordance with this Lease will be deemed to have been duly served:
  - (i) in the case of posting at the expiration of two Business Days after the date of posting; and
  - (ii) in the case of fax, on the first Business Day after the date of transmission (providing the sending party receives a fax machine verification report indicating that the notice has been transmitted).
- (c) A party may at any time change its address, postal address or facsimile number by written notice to the other party.

##### **16.2 Jurisdiction**

This Lease is governed by the laws of the State and the Commonwealth of Australia in which the Land is located. The parties unconditionally and irrevocably submit to the

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non-exclusive jurisdiction of the courts of the State, and the courts of appeal from them.

### **16.3 Severability**

If a whole or any part of a provision in this Lease is void, unenforceable or illegal in the State, it is severed for that State. The remainder of this Lease has full force and effect. This clause has no effect if the severance alters the basic nature of this deed or is contrary to public policy.

### **16.4 Waiver**

Waiver of any provision of or right under this Lease:

- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in any written waiver.

### **16.5 Counterparts**

This Lease may be executed in any number of counterparts.

### **16.6 Whole Agreement**

This Lease:

- (a) constitutes the entire agreement between the parties as to its subject matter; and
- (b) in relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

### **16.7 No Merger**

The provisions of this Lease do not merge on termination.

### **16.8 Consents**

Where this Lease provides that the Lessor may agree or consent to any matter, the Lessor may:

- (a) agree or consent in its absolute discretion; and
  - (b) agree or consent subject to conditions in its absolute discretion,
- unless this Lease expressly provides otherwise.

### **16.9 Mitigation**

Each party must take all reasonably steps to minimise any loss or damage resulting from a breach of this Lease by the other party.

### **16.10 Exclusion of Statutory Provisions**

The covenants, powers and provisions implied in leases by sections 80 and 82 of the Property Law Act (WA) and 92 and 93 of the Transfer of Land Act (WA) 1893 are expressly excluded from this Lease.

### **16.11 Dispute Resolution**

- (a) The parties agree to act in good faith in connection with their dealings with each other under this Lease.
  - (b) 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
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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.

- (c) Nothing herein shall prejudice the right of a party to institute proceedings to enforce payment due under the Lease or to seek injunctive or urgent declaratory relief.

## **17. AGREED AMENDMENTS**

### **17.1 Amendments**

Despite any other provision of this Lease, the Parties agree that this Lease is amended by the amendments (if any) set out in Schedule 2.

### **17.2 Inconsistency**

To the extent of any inconsistency between the terms of this Lease and any amendments set out in Schedule 2, Schedule 2 prevails.

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EXECUTED as a deed.

24 November 2010  
Execution date

THE COMMON SEAL of the  
CONSERVATION AND LAND  
MANAGEMENT EXECUTIVE BODY was  
hereunto affixed by



*Keiran James Munamara*  
Signature of Chief Executive Officer

KEIRAN JAMES MUNAMARA  
Name of Chief Executive Officer (print)

in the presence of:

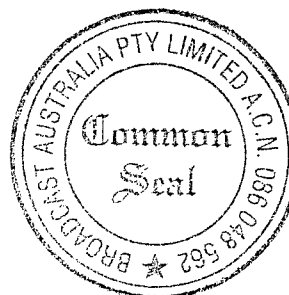
*Campbell John Youngson*  
Signature of Witness

CAMPBELL JOHN YOUNGSON  
Name of Witness

168 ST GEORGE'S TCE PERTH WA  
Address of Witness (print)

PUBLIC SERVANT  
Occupation of Witness (print)

THE COMMON SEAL of BROADCAST  
AUSTRALIA PTY LIMITED ACN 086 048  
562 was fixed to this Lease by authority of  
the Board of Directors in the presence of



*Graeme Barclay*  
Signature of director

Graeme Barclay  
Managing Director

Name of director (print)

*Michael Berg*  
Signature of director/company secretary  
(Please delete as applicable)

MICHAEL BERG Company Secretary

Name of director/company secretary (print)

## Schedule 1

## Lease Details

Item 1	Lessor	Conservation and Land Management Executive Body (formerly known as the Executive Director of the Department of Conservation and Land Management), ABN 38 052 249 024 of the corner of Hackett Drive and Australia II Drive, Crawley WA 6009
Item 2	Lessee	BROADCAST AUSTRALIA Pty Limited, ACN 086 048 562 of Level 10 Tower A, 799 Pacific Highway, Chatswood, NSW, 2067
Item 3	Land	Wellington National Park, in the vicinity of Mt Lennard, Western Australia being a portion of the land comprised in Lot 325 on Deposited Plan 45058 (Land Record 3135/614 and being A Class Reserve 46213)
Item 4	Premises	An area of approximately 1.5 hectares as shown hatched on attached plan.
Item 5	Start Date	1 January 2010
Item 6	End Date	31 December 2019
Item 7	Term	Ten (10) years
Item 8	Option Term	Two further terms of five (5) years <u>First Option</u> Start date: 01 January 2020 End date: 31 December 2024 <u>Second Option</u> Start date: 01 January 2025 End date: 31 December 2029
Item 9	Rent	\$18,112.50 per annum during the first year of the Term, and adjusted on each Adjustment Date.
Item 10	Rent Date	Every 12 months during the Term commencing on the Start Date.
Item 11	Adjustment Dates	Each anniversary of the Start Date during the Term.
Item 12	Lessor's Bank Account	Bank: Commonwealth Bank Branch: St Georges Tce, Perth WA BSB: 066 040 A/C: 11300006 Account Name: Department of Environment and Conservation

Item 13	Lessor's Contact Details	Name: Leasing Officer – Property Unit Department of Environment and Conservation Address: 17 Dick Perry Avenue, Technology Park, Kensington WA 6151 Loced Bag 104 Bentley Delivery Centre WA 6983 Telephone: 08 9423 2410 Facsimile: 08 9423 2253
	Lessee's Contact Details	Name: BROADCAST AUSTRALIA Pty Limited (Attn: Property Manager) Address: Level 10 Tower A, 799 Pacific Highway Chatswood NSW 2067 (PO Box 1212 Crows Nest 1585) Telephone: 02 8113 4666 Facsimile: 02 8113 4646
Item 14	Equipment	Equipment Buildings External Equipment Cabinets Antenna Support Structure (Tower) Ground-based Satellite Dishes Security Fencing & Ancillary Cabling

KE  
W

**Schedule 2****Agreed amendments (Clause 18)**

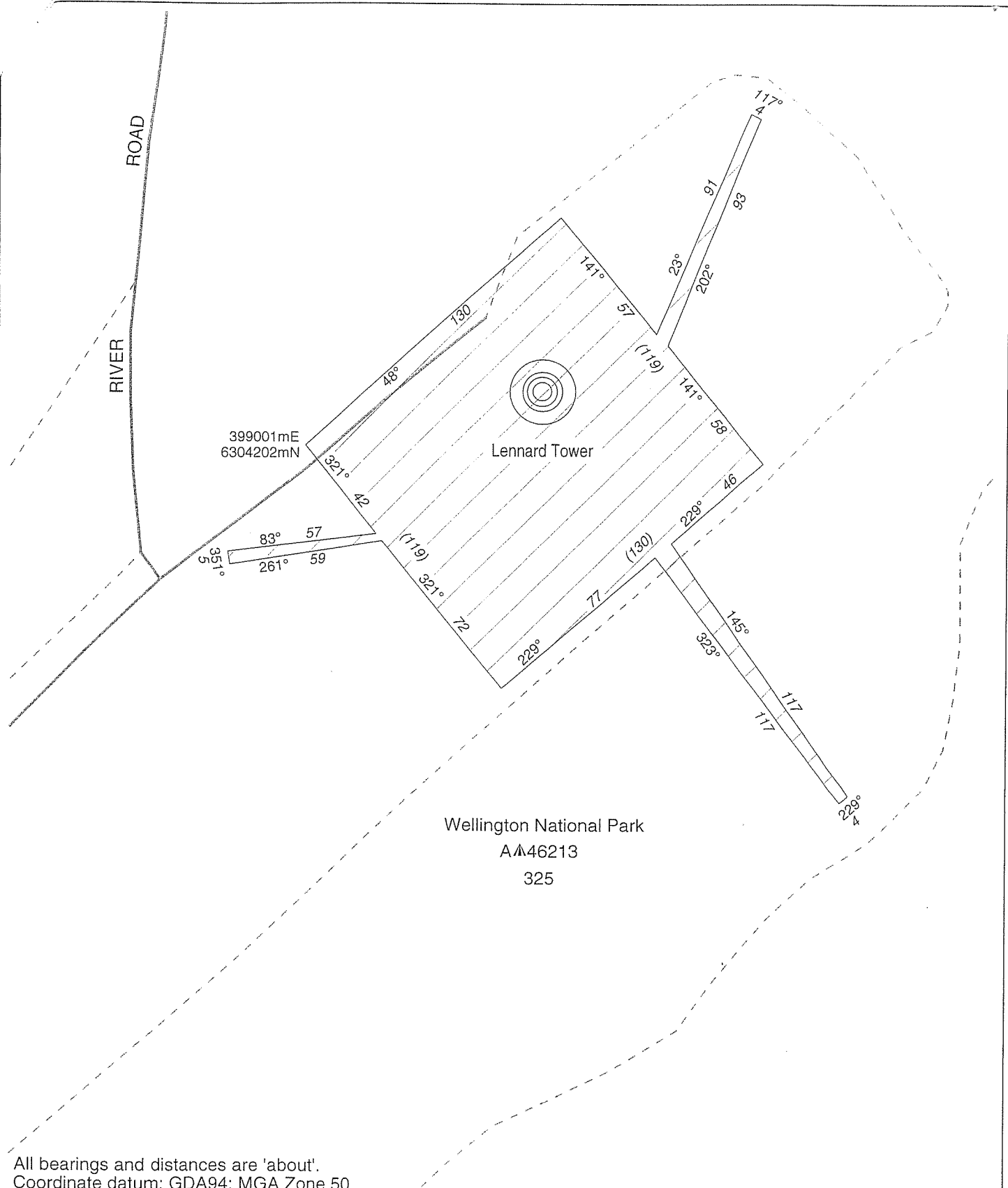
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The terms of this Lease are amended as follows:



18. The Lessor acknowledges that, prior to the start date of this Lease, the Lessee occupied the Premises pursuant to a monthly tenancy agreement between the parties and the Lessor acknowledges that the Lessee has fully complied with the terms thereof and releases the Lessee from all claims arising thereunder.
  19.
    - (a) The Lessee acknowledges that the Lessor may, from time to time during the Term, conduct prescribed burning in the national park adjacent to the Premises, as part of the Lessor's routine departmental operations and that smoke from the prescribed burning as the potential to impact on the operation of the facility.
    - (b) The parties agree to consult with each other and at all times to act in good faith in order to minimise the impact of any scheduled prescribed burning activities on the Lessee's operations from the Site. In this regard, the Lessor shall, wherever possible, consult with the Lessee prior to undertaking such prescribed burning activities.
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**ANNEXURE "B"**  
**LEASED AREA PLAN**

RD 12



All bearings and distances are 'about'.  
 Coordinate datum: GDA94; MGA Zone 50  
 Lease position is best fit based on original survey data and  
 latest geo-referenced aerial photography (Bunbury 2008)

<b>LEASE No. 1576/100</b> <b>- Mt Lennard Communications Site</b>				LEASE PLAN APPROVAL		 SCALE 1 : 2 000  Department of Environment and Conservation Our environment, our future
				LESSEE		
WITNESS		WITNESS				
LESSEE	<b>BROADCAST AUSTRALIA</b>					
LGA	<b>SHIRE OF DARDANUP</b>		AREA	<b>Abt 1.69ha</b>		
LAND DISTRICT	<b>WELLINGTON</b>		DRAWN	<i>SLF 28.9.10</i>		
DEC DISTRICT	<b>WELLINGTON</b>		CHECKED	<i>RD 28.9.10</i>		
PLAN REF.	<b>DEC COG Plan: 2031-23 (ER.55)</b>		FILE No.	<b>2010/003504-1</b>		