CONSERVATION AND LAND MANAGEMENT
EXECUTIVE BODY
(Lessor)

and

OPTUS MOBILE PTY LIMITED
(Lessee)

LEASE NO. 2946/97

P0680
LEASE dated this 23 day of January 2019

BETWEEN

The Conservation and Land Management Executive Body ABN 38 052 249 024 of Locked Bag 104 Bentley Delivery Centre 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

Optus Mobile Pty Limited ACN 054 365 696 of 1 Lyonpark Road, Macquarie Park in the State of New South Wales (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:

'Act' means the *Telecommunications Act 1997* (Cth);

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

'Australian Communication and 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;

'Authorisation' includes a consent, authorisation, permit, licence, approval agreement, certificate, authority or exemption from, by or with a Government Agency or required under any Statute and all conditions attached to an authorisation;

'Authority' means any governmental or other public body, local authority or other authority of any kind;

'Break Date' means each of the dates stated in Item 3A of the Reference Schedule;
'Crown Land Rent Review Date' means each of the Crown Land Rent Review dates stated in Item 5A of the Reference Schedule;

'CSA' means the Contaminated Sites Act 2003 (WA);

'Environmental Expert' means a reputable person who is suitably qualified and experienced in identifying and remediating Contamination, Pollution and Environmental Harm, to the reasonable satisfaction of the Lessor;

'Environmental Harm' has the same meaning as that term is defined in the Environmental Protection Act 1986 (WA);

'Environmental Law' means all planning, environmental, Contamination or Pollution Statutes and any regulations, orders, directions, ordinances or all requirements, permission, permits or licences issued thereunder;

'Environmental Notice' means any notice, direction, order, demand or other requirement to take any action or refrain from taking any action from any Governmental Agency, whether written or oral and in connection with any Environmental Law;

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

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

'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);

'Insolvency Event' means the happening of any of the following events in relation to the Lessee:

(a) an application is made to a court for it to be wound up or for the appointment of a provisional liquidator;

(b) a meeting is convened to place it in voluntary liquidation or to appoint an official manager or an administrator or a controller of any of its assets;
'Rates and Taxes' means any separately assessed 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;

'Relevant Land' means the Premises and Surrounding Area;

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

'Rent Payment Date' means the Commencement Date; and after that date the anniversary of the Commencement Date every year during the Term;

'Rent Review Date' includes each CPI Rent Review Date and Crown Land Rent Review Date;

'Security Interest' means every mortgage, charge, sub-demise, lien, trust or power, which is a security for the payment of money or the compliance with any other obligation;

'South32' means South32 Limited ACN 093 732 597 of Level 35, 108 St Georges Terrace, Perth in the State of Western Australia;

'State' means the State of Western Australia;

'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;

'Surrounding Area' means any land or water adjacent to or in the vicinity of the Premises and the air generally above the Premises, and includes an affected site within the meaning of that term as defined in the CSA;
(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 be incurred 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; and

(l) the meaning of general words is not limited by specific examples introduced by "including", "for example" or similar expressions.

2.0 EXCLUSION OF IMPLIED COVENANTS AND CONTRAVENITION OF STATUTE

2.1 Inclusion of Implied Covenants

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

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. This clause has no
(b) The Lessee may pay the Rent by Electronic Funds Transfer ("EFT") to the account nominated in Item 6 of the Reference Schedule. The Lessor may notify another account in Australia to which payment may be made by EFT to replace the account stated in Item 6. The notification must be at least 30 days prior to the date for payment of Rent. Payment by EFT by the Lessee's bank to the relevant nominated account by the due date is a full discharge for the payment.

(c) The Lessee must provide the Lessor with formal notification in writing when the payment has been made.

4.3 Rent Review

(a) CPI Rent Review

On and from each CPI Rent Review Date (irrespective of when the review is actually carried out or determined) the Rent will be reviewed on the basis that the reviewed rent is to be the higher of:

(i) the rent applying immediately before the relevant CPI Rent Review Date; or

(ii) the amount calculated by using the following formula (to the nearest whole dollar):

\[ A = \frac{B}{C} \times D \]

Where:

- \( A \) = the amount of the reviewed rent which is payable from (and including) the relevant CPI Rent Review Date.
- \( B \) = the last September quarter CPI Index Number published before the relevant CPI Rent Review Date.
- \( C \) = the last September quarter CPI Index Number published before the previous CPI Rent Review Date (or in the case of the first review, before the Commencement Date).
- \( D \) = the amount of the rent applying immediately before the relevant CPI Rent Review Date.
(vi) The parties must each pay half the fees charged by any valuer appointed under this Lease to determine the Crown Land Rent for the Premises.

(c) 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 provided that the Lessor must have completed the review of the rent prior to the next Rent Review Date. Where the rent has been reviewed and determined in accordance with clause 4.3(b) and where the rent has increased as a result of such review, then the Lessee must pay such an increase backdated to the relevant Rent Review Date upon receipt of a Lessor initiated invoice. Thereafter the rent must be paid in accordance with clause 4.2.

4.4 Goods and Services Tax

(a) Adjustment for GST

(i) Unless expressly included, the consideration for any Taxable Supply made by the Lessor under or in connection with this Lease does not include GST.

(ii) Subject to clause 4.4(b) the Lessee must pay to the Lessor the amount of any GST that the Lessor pays or is liable to pay on a Taxable Supply made under this Lease in addition to, and at the same time and in the same manner as the Lessee pays for that Taxable Supply.

(b) Tax Invoices

The Lessor must issue a Tax Invoice to the Lessee in respect of any Taxable Supply under this Lease before the Lessee is required to pay the GST on the supply of the goods and services.

(c) Reimbursements

If the Lessor is entitled under the Lease to be reimbursed or indemnified by the Lessee 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 Lessor.
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 7.3 will apply to the exercise by the Lessee of its rights pursuant to this clause 5.4.

5.5 Requirements of Government Agencies

At all times during the Term the parties must duly and punctually comply with, observe, carry out and conform to the provisions of all laws, Acts and Statutes (State, Commonwealth or local) and all subsidiary legislation now or hereafter in force and all requirements and orders of any authority (statutory or otherwise) which affect the Premises or the use of the Premises or which impose any duty or obligation upon the owner or occupier of the Premises.

5.6 Consents

(a) The Lessor shall not unreasonably withhold or delay consent to the Lessee making (at the expense of the Lessee) any application for consent or approval to any Government Agency having jurisdiction in the matter to the extent required by Statute to use or develop the Premises for the use referred to in clause 5.1 and to exercise and procure (at the Lessee’s expense) every right of appeal arising from the determination of any such application or the failure to determine the application.

(b) The Lessor shall use best endeavours to do all such things as the Lessee or any person nominated by the Lessee reasonably requires (at the cost and expense of the Lessee) to authorise or assist in obtaining consent or approval from any Government Agency to use or lawfully develop the Premises for the use referred to in clause 5.1. Where the Lessor’s consent is required under clause 8.2, the Lessor’s obligations under this clause 5.6(b) will be conditional on the Lessor providing consent under clause 8.2.

5.7 Fire Prevention

(a) The Lessee will duly and faithfully observe perform and comply with the provisions of the *Bush Fires Act, 1954 (WA)* 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
level of the other equipment exceeds recommended occupational health and safety standards as published from time to time, except in the event of an emergency which requires the other equipment to remain operational.

5.9 **Not to Pollute**

The Lessee agrees to do all things 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, noise, sewage or other pollutants or by stormwater or other run-off or arising from the 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 all garbage refuse waste (solid and liquid), oil and other pollutants from the Premises at a place and in a manner required or approved by the Lessor or by the authorities (State, Federal and local) having control over the disposal of waste matter and the protection of the environment from time to time, and to remove all garbage refuse and waste from the Premises at regular intervals by means of the service provided by the relevant Government Agency or a contractor engaged and paid for by the Lessee.

5.10 **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 except where the Lessee is required to comply with any Authority for the purpose of complying with Australian safety standards; or

(d) plant in or otherwise introduce to the Premises or the Land any plant not indigenous to the Land.

5.11 **Cleaning**

The Lessee must:
(c) Notwithstanding clause 6.1(a) 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.

(d) Notwithstanding clause 6.1(a) the Lessee shall thoroughly inspect all vehicles and equipment to be taken to the Land and will do all things reasonably necessary to ensure that no animals [as defined in the *Wildlife Conservation Act 1950 (WA)*], in particular *Bufo marinus* (cane toad), are introduced to the Land. This includes the reporting requirements under the *Agriculture and Related Resources Protection Act 1976 (WA)*. Any cost involved in the carrying out of such measures shall be borne by the Lessee.

(e) 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.

(f) The Lessee shall permit the Lessor and its agents and workman at all times to enter upon and carry out such duties and exercise 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 (WA)* 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.

(g) Nothing in clauses 6.1(d) or 6.1(e) entitles the Lessor to enter any equipment shelter of the Lessee on the Premises or to interfere or tamper in any way with the Lessee’s Property on the Premises. Despite the previous sentence, in the case of a fire emergency on or near the Premises, the Lessor may, in relation to the Premises, act in accordance with sections 39, 44 and 45 of the *Bushfires Act, 1954 (WA)*.

### 7.0 INSURANCE, INDEMNITIES AND RELEASE

#### 7.1 Obligation to Insure
the subject of this Lease, but only to the extent that the relevant risk, hazard or danger (which caused or gave rise to, or related to, any such loss, claim, lawsuit, proceedings, cause of action, damage, liability, costs, expenses, demands or the like) was or should have been known by the Lessee taking into account all relevant factors including, to the extent such matters are relevant, the location, nature and physical characteristics of the Premises.

(c) The release in clause 7.3(a) and indemnity in clause 7.3(b) above will not apply to the extent that any claims, actions, demands, suits, proceedings, damages, liabilities, losses or costs made or brought against, suffered or incurred by the State are caused or contributed to by the State’s own negligence, act, default or omission.

(d) The Lessee agrees that the Lessee’s public liability insurer is aware of the conditions that apply to this lease and the indemnity granted above and that the Lessee’s public liability policy covers the activities that are specified in this Lease.

7.4 Environmental Indemnity

The Lessee indemnifies and must keep indemnified the Lessor from and against all claims, proceedings, suits, writs, demands and expenses relating to, or in respect of, the remediation of Contamination, Pollution or Environmental Harm required under any Environmental Notice, by any law or by any Authority as a result of any Contamination, Pollution or Environmental Harm emanating on, or from, the Premises as a result of, or relating to, the use or occupation of the Premises by the Lessee. The indemnities in this clause 7.4 do not apply to any act, matter, thing or consequence if it arises out of the negligence, omission or default of the Lessor.

7.5 Lessee’s Assumption of Responsibilities

The Lessee agrees to take and be subject to the same responsibilities to which it would be subject in respect of persons and property if, during the Term, it was the owner or occupier of the freehold of the Premises.

7.6 Theft or Damage of Equipment

The Lessee will take adequate precaution to ensure that the Lessee’s Property installed on the Premises is protected against theft or damage.
(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 other than those specified in clause 8.2(a).

This clause shall not apply when the Lessee’s initial telecommunication facility on the Premises has been approved by the Lessor prior to the commencement of the Lease when these matters will have already been taken into account.

**8.3 Fences**

(a) In the event that the Premises are not currently fenced or secured, the Lessee must as soon as reasonably practicable after the Commencement Date, but having regard to its reasonable requirements during the construction or erection of any telecommunications facility as described in clause 8.2 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 subclause (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.

**8.4 Cabling**

For the purpose of the operation of the Lessee’s telecommunications network and telecommunications service the Lessee may, subject to any
associated with the electricity connection has received prior approval of the Lessor will not unreasonably restrict the Lessee's ability to connect to that electricity supply on the same terms as are contained in this Lease. As at the Commencement Date the Lessor acknowledges that the Lessee proposes to draw power from South32.

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 of notice 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;

(d) the Premises are rendered unfit for the Lessee's use by reason of the emergence of significant radio-communications interference;

(e) the Lessee no longer requires using the Premises for the Permitted Use,

(f) a judgment, order or a Security Interest is enforced, or becomes enforceable, against the Lessee's interest in the Lease or the Lessee's Property; or

(g) an Insolvency Event occurs in respect of the Lessee;

then the Lease may be terminated immediately by written notice by the Lessee in the case of subclauses (a), (c), (d) and (e) and by the Lessor in the case of subclauses (b), (f) and (g).
(iii) the time which is 3 months after the date of the Make Good Notice, (Make Good Date),

then Lessee is deemed to have abandoned the Lessee’s Property.

(b) If the Lessor then gives the Lessee not less than 3 months’ notice of its intention to do so, the Lessor may do any one or more of the following, at the Lessee’s cost:

(i) If the Lessee’s Property is found to contain asbestos or is of no value to the Lessor, then the Lessor may remove the Lessee’s Property and rehabilitate the Premises; or

(ii) if the Lessee’s Property remaining in the Premises is of value to the Lessor and does not contain asbestos, the Lessee’s Property will become the property of the Lessor.

(c) Despite any other clause in this lease, the Lessee must continue to pay Rent until such time as the Lessee has complied with its obligations under clause 10.4 or the Lessor has done so on the Lessee’s behalf.

10.6 Termination of Holding Over

Either the Lessor or the Lessee may terminate the twelve monthly tenancy under clause 3.4 by giving the other twelve months prior written notice.

10.7 Termination due to Government Agency

If any part of the Premises is required by any Government Agency for any purpose then the Lessee may terminate this Lease at any time by written notice to the Lessor.

10.8 Effect of Termination on Sub-lease, Licence and Sub-licence Arrangements

Should this lease be terminated for any reason then any sub-lease (at any tier), licence or sub-licence (at any tier) will also terminate on the same date that this lease terminates.
The Lessor’s consent will not be unreasonably withheld for any assignment or subletting to a Carrier (other than a Related Body Corporate) but the Lessee must give the Lessor prompt notice of such an event.

12.3 Licence to South32

Subject to clause 12.5, the Lessee may, without the consent of the Lessor, enter into a licence of part of the Premises with South32 or a Related Body Corporate of South32 but the Lessee must provide written notice to the Lessor as soon as reasonably practicable after entering into such dealing.

12.4 Obligations on Assignment or Sublease other than to a Related Body Corporate

If the Lessee assigns this Lease or sublets the Premises or grants a licence in respect of the Premises to a party other than a Related Body Corporate, the Lessee must:

(a) deliver to the Lessor, before the date that the proposed assignment, sublease or licence 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 sublessee or licensee agrees with the Lessor to be bound by this Lease as from the date the assignment or sublease or licence takes effect; and

(b) pay to the Lessor on request the Lessor’s expenses, including legal costs:

(i) incurred in making reasonable enquiries about the proposed assignee, sublessee or licensee; and

(ii) in connection with the preparation, completion and stamping of the assignment, sublease or licence documents and any other related 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 grants a licence in respect of 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
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 reasonable 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 reasonable 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 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 which the Lessor may reasonably suffer or incur in consequence of and incidental to the preparation, completion and registration of the Lease, and costs of surveying and pegging the Premises to a maximum of $2500 plus GST for the Lease.

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
14.6 Services

The Lessee must pay for all charges for services running through, or servicing, the Premises including, electricity, water, sewerage, sewer volume charges and gas to the supplier before those charges become overdue.

14.7 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, 2012 (WA). 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.

14.8 Lessee's Environmental Obligations

(a) The Lessee:

(i) must obtain any Authorisation required for any conduct, activity or use undertaken by the Lessee on the Premises, including the Permitted Use before that conduct, activity or use is undertaken and to keep all such Authorisations in full force and effect throughout the term;

(ii) must use the Premises in a manner which complies with each Environmental Law and each Authorisation held by the Lessee in accordance with sub-clause 14.8(a)(i);

(iii) must not do or omit to do any act which might directly or indirectly result in the revocation, suspension or modification of an Authorisation in relation to the Premises or any conduct or activity relating to the use of the Premises;

(iv) must not cause or permit any Contamination, Pollution or Environmental Harm of the Relevant Land;

(v) must notify the Lessor immediately on becoming aware of:
powers of the Lessor under this lease. The Lessor may at any time vary or terminate the authority of the managing agent. Decisions of the Lessor override those of the managing agent if there is any inconsistency between them.

### 14.10 No concurrent or superior lease

The Lessor shall not:

(a) grant any lease concurrent or superior to the Lease;

(b) grant any easement over the Premises,

without the Lessee’s prior written consent, which consent the Lessee may not unreasonably withhold or delay and in relation to clause 14.10(a) without first offering the Lessee a last right of refusal in relation to any proposed lease.

### 14.11 Lessor Can Comply

If the Lessee does not perform or comply with an obligation under this Lease following notice and a reasonable period to perform the Lessor may do what is necessary for the obligation to be performed or complied with. The Lessee must reimburse the Lessor for any reasonable costs or expenses incurred in ensuring the Lessee’s obligations are performed or complied with.

### 14.12 Removal of caveat

The Lessee must promptly on written request by the Lessor remove any caveat lodged protecting its leasehold interest where the Lease has come to an end either by effluxion of time or pursuant to a surrender or termination event.

### 14.13 Interest on late payment

The Lessee agrees to pay the Lessor on demand interest at a rate equivalent to the 90 day bank bill swap reference rate published in the Australian Financial review on any late rent payment by the Lessee under this Lease and remaining unpaid for at least 60 days following a written demand by the Lessor. Interest will be computed from the date on which payment became due.
### Item 6  Nominated Account (clause 4.2)

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<thead>
<tr>
<th>Bank</th>
<th>Commonwealth Bank</th>
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<tbody>
<tr>
<td>Branch</td>
<td>St Georges Tce, Perth WA</td>
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<tr>
<td>Account Name</td>
<td>Department of Parks and Wildlife</td>
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<tr>
<td>BSB No.</td>
<td>066 - 040</td>
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<tr>
<td>Account No.</td>
<td>11300006</td>
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### Item 7  Contact at Lessor (clause 11.1)

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<thead>
<tr>
<th>Name:</th>
<th>Leasing Officer – Property Unit</th>
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</thead>
<tbody>
<tr>
<td>Address:</td>
<td>17 Dick Perry Avenue, Technology Park Kensington WA 6151</td>
</tr>
<tr>
<td></td>
<td>Locked Bag 104</td>
</tr>
<tr>
<td></td>
<td>Bentley Delivery Centre WA 6983</td>
</tr>
<tr>
<td>Telephone number:</td>
<td>08 9219 9000</td>
</tr>
<tr>
<td>Facsimile number:</td>
<td>08 9219 8221</td>
</tr>
</tbody>
</table>

### Item 8  Contact at Lessee (clause 11.1)

<table>
<thead>
<tr>
<th>Name:</th>
<th>National Site Acquisition Co-ordinator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Site code:</td>
<td>P0680</td>
</tr>
<tr>
<td>Address:</td>
<td>1 Lyonpark Road, Macquarie Park NSW 2113</td>
</tr>
<tr>
<td></td>
<td>PO Box 888, North Ryde NSW 1670</td>
</tr>
<tr>
<td>Telephone number:</td>
<td>(02) 8113 5128</td>
</tr>
<tr>
<td>Facsimile number:</td>
<td>N/A</td>
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<tr>
<td>Email:</td>
<td><a href="mailto:mdsspropertyissues@optus.com.au">mdsspropertyissues@optus.com.au</a></td>
</tr>
</tbody>
</table>
AS WITNESS the execution of this Deed the day and year first hereinbefore written.

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

[Signature]
Chief Executive Officer

in the presence of:

[Signature]
Witness

CARLIE PUGH
Name of Witness (Print)

17 Dick Perry Ave, Kensington WA 6050
Address of Witness (Print)

PUBLIC SERVANT
Occupation of Witness (Print)