

Contract for the sale and purchase of land 2019 edition

TERM	MEANING OF TERM	eCOS ID: 76596879	NSW DAN:
vendor's agent	The Farm Trader Australia Pty Ltd (Trading Name), Farmtender Ellen Garland		Phone: 0418 137 224 Fax: Ref:
co-agent			
vendor	Dion Brendan Smith and Colleen Susan Smith RMB 2390 Perricoota Street WOMBOOTA NSW 2731		
vendor's solicitor	Jolimán Lawyers - Echuca 209A Anstruther Street ECHUCA VIC 3564		Phone: (03) 5482 4003 Fax: (03) 5482 4006 Ref: 210007SH
date for completion	42 days after the contract date	(clause 15)	Email: belinda@jolimanlawyers.com.au
land	2365 Griffith Road WOMBOOTA NSW 2731		
(Address, plan details and title reference)	Lot 111, 117 & 116 in Deposited Plan 751150, Auto Consol 15222-105 and Auto Consol 8664-42		

VACANT POSSESSION Subject to existing tenancies
 improvements HOUSE garage carport home unit carspace storage space
 none other:
 attached copies documents in the List of Documents as marked or as numbered:
 other documents: West Cadell Irrigation Trust, Lease - IWG-TLA Australia

A real estate agent is permitted by legislation to fill up the items in this box in a sale of residential property.

inclusions	<input checked="" type="checkbox"/> blinds	<input checked="" type="checkbox"/> dishwasher	<input checked="" type="checkbox"/> light fittings	<input checked="" type="checkbox"/> stove
	<input checked="" type="checkbox"/> built-in wardrobes	<input checked="" type="checkbox"/> fixed floor coverings	<input checked="" type="checkbox"/> range hood	<input type="checkbox"/> pool equipment
	<input checked="" type="checkbox"/> clothes line	<input checked="" type="checkbox"/> insect screens	<input type="checkbox"/> solar panels	<input checked="" type="checkbox"/> TV antenna
	<input type="checkbox"/> curtains	<input checked="" type="checkbox"/> other: Refer to Schedule		
exclusions	Fairy Garden, All Orchards and two Roses			
purchaser				
purchaser's solicitor			Phone:	
			Fax:	
			Ref:	
price	\$		Email:	
deposit	\$		(10% of the price, unless otherwise stated)	
balance	\$			
contract date			(if not stated, the date this contract was made)	

buyer's agent

vendor

witness

GST AMOUNT (optional)

The price includes

GST of: \$

purchaser

JOINT TENANTS

tenants in common

in unequal shares

witness

vendor agrees to accept a **deposit-bond** (clause 3) NO yes

Nominated Electronic Lodgment Network (ELN) (clause 30)

Electronic transaction (clause 30) no YES

(if no, vendor must provide further details, such as the proposed applicable waiver, in the space below, or *serve within 14 days* of the contract date):

Tax information (the parties promise this is correct as far as each party is aware)

land tax is adjustable NO yes

GST: Taxable supply NO yes in full yes to an extent

Margin scheme will be used in making the taxable supply NO yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- GST-free because the sale is the supply of a going concern under section 38-325
- GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment* (residential withholding payment) NO yes (if yes, vendor must provide further details)

If the further details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice *within 14 days* of the contract date.

GSTRW payment (GST residential withholding payment) – further details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's email address:

Supplier's phone number:

Supplier's proportion of *GSTRW payment*: \$

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *RW rate* (residential withholding rate): \$

Amount must be paid: AT COMPLETION at another time (specify):

Is any of the consideration not expressed as an amount in money? NO yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

List of Documents

General	Strata or community title (clause 23 of the contract)
<input checked="" type="checkbox"/> 1 property certificate for the land	<input type="checkbox"/> 32 property certificate for strata common property
<input checked="" type="checkbox"/> 2 plan of the land	<input type="checkbox"/> 33 plan creating strata common property
<input type="checkbox"/> 3 unregistered plan of the land	<input type="checkbox"/> 34 strata by-laws
<input type="checkbox"/> 4 plan of land to be subdivided	<input type="checkbox"/> 35 strata development contract or statement
<input type="checkbox"/> 5 document that is to be lodged with a relevant plan	<input type="checkbox"/> 36 strata management statement
<input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979	<input type="checkbox"/> 37 strata renewal proposal
<input type="checkbox"/> 7 additional information included in that certificate under section 10.7(5)	<input type="checkbox"/> 38 strata renewal plan
<input type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram)	<input type="checkbox"/> 39 leasehold strata - lease of lot and common property
<input type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram)	<input type="checkbox"/> 40 property certificate for neighbourhood property
<input type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract	<input type="checkbox"/> 41 plan creating neighbourhood property
<input type="checkbox"/> 11 <i>planning agreement</i>	<input type="checkbox"/> 42 neighbourhood development contract
<input type="checkbox"/> 12 section 88G certificate (positive covenant)	<input type="checkbox"/> 43 neighbourhood management statement
<input type="checkbox"/> 13 survey report	<input type="checkbox"/> 44 property certificate for precinct property
<input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i>	<input type="checkbox"/> 45 plan creating precinct property
<input checked="" type="checkbox"/> 15 lease (with every relevant memorandum or variation)	<input type="checkbox"/> 46 precinct development contract
<input type="checkbox"/> 16 other document relevant to tenancies	<input type="checkbox"/> 47 precinct management statement
<input type="checkbox"/> 17 licence benefiting the land	<input type="checkbox"/> 48 property certificate for community property
<input type="checkbox"/> 18 old system document	<input type="checkbox"/> 49 plan creating community property
<input type="checkbox"/> 19 Crown purchase statement of account	<input type="checkbox"/> 50 community development contract
<input type="checkbox"/> 20 building management statement	<input type="checkbox"/> 51 community management statement
<input type="checkbox"/> 21 form of requisitions	<input type="checkbox"/> 52 document disclosing a change of by-laws
<input type="checkbox"/> 22 <i>clearance certificate</i>	<input type="checkbox"/> 53 document disclosing a change in a development or management contract or statement
<input type="checkbox"/> 23 land tax certificate	<input type="checkbox"/> 54 document disclosing a change in boundaries
Home Building Act 1989	<input type="checkbox"/> 55 information certificate under Strata Schemes Management Act 2015
<input type="checkbox"/> 24 insurance certificate	<input type="checkbox"/> 56 information certificate under Community Land Management Act 1989
<input type="checkbox"/> 25 brochure or warning	<input type="checkbox"/> 57 disclosure statement - off the plan contract
<input type="checkbox"/> 26 evidence of alternative indemnity cover	<input type="checkbox"/> 58 other document relevant to off the plan contract
Swimming Pools Act 1992	Other
<input type="checkbox"/> 27 certificate of compliance	<input type="checkbox"/> 59
<input type="checkbox"/> 28 evidence of registration	
<input type="checkbox"/> 29 relevant occupation certificate	
<input type="checkbox"/> 30 certificate of non-compliance	
<input type="checkbox"/> 31 detailed reasons of non-compliance	

HOLDER OF STRATA OR COMMUNITY TITLE RECORDS – Name, address, email address and telephone number

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms (or in certain cases heat alarms) installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*). In particular, a purchaser should:

- (a) search the Register required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*, and
- (b) ask the relevant local council whether it holds any records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation (including areas in which residential premises have been identified as containing loose-fill asbestos insulation), contact NSW Fair Trading.

COOLING OFF PERIOD (PURCHASER'S RIGHTS)

1. This is the statement required by section 66X of the *Conveyancing Act 1919* and applies to a contract for the sale of residential property.
2. **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract at any time before 5 pm on—
 - (a) the tenth business day after the day on which the contract was made—in the case of an off the plan contract, or
 - (b) the fifth business day after the day on which the contract was made—in any other case.
3. There is **NO COOLING OFF PERIOD**:
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor (or the vendor's solicitor or agent) a certificate that complies with section 66W of the Act, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under section 66ZG of the Act.
4. A purchaser exercising the right to cool off by rescinding the contract will forfeit to the vendor 0.25% of the purchase price of the property. The vendor is entitled to recover the amount forfeited from any amount paid by the purchaser as a deposit under the contract and the purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property, Stock and Business Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

APA Group Australian Taxation Office Council County Council Department of Planning, Industry and Environment Department of Primary Industries Electricity and gas Land & Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. The purchaser will usually have to pay transfer duty (and sometimes surcharge purchaser duty) on this contract. If duty is not paid on time, a purchaser may incur penalties.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>deposit-bond</i>	a deposit bond or guarantee from an issuer, with an expiry date and for an amount each approved by the vendor;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>document of title</i>	document relevant to the title or the passing of title;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>normally</i>	subject to any other provision of this contract;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served by the party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by giving cash (up to \$2,000) or by unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder* or by payment by electronic funds transfer to the *depositholder*.
- 2.5 If any of the deposit is not paid on time or a *cheque* for any of the deposit is not honoured on presentation, the vendor can *terminate*. This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a bond or guarantee for the deposit, clauses 2.1 to 2.5 do not apply.

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

- 2.7 If the vendor accepts a bond or guarantee for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if this contract says the vendor has agreed to accept a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the original *deposit-bond* to the vendor's *solicitor* (or if no *solicitor* the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
- 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
- 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.
- 3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.7.
- 3.9 The vendor must give the purchaser the *deposit-bond* –
- 3.9.1 on completion; or
- 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
- 3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser the *deposit-bond*; or
- 3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward the *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Transfer

- 4.1 *Normally*, the purchaser must *serve* at least 14 days before the date for completion –
- 4.1.1 the form of transfer; and
- 4.1.2 particulars required to register any mortgage or other dealing to be lodged with the transfer by the purchaser or the purchaser's mortgagee.
- 4.2 If any information needed for the form of transfer is not disclosed in this contract, the vendor must *serve* it.
- 4.3 If the purchaser *serves* a form of transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for this form of transfer.
- 4.4 The vendor can require the purchaser to include a form of covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land benefited.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *servicing* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.
- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
- the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;

- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).
- 11 Compliance with work orders**
- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.
- 12 Certificates and inspections**
- The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –
- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.
- 13 Goods and services tax (GST)**
- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
- 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
- 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
- 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
- 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
- 13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
- 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
- a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

- 13.8.1 this sale is not a taxable supply in full; or
- 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
- 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the purchaser must make a *GSTRW payment* the purchaser must –
- 13.13.1 at least 5 days before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been *served*, by the transferee named in the transfer *served* with that direction;
- 13.13.2 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
- 13.13.3 forward the *settlement cheque* to the payee immediately after completion; and
- 13.13.4 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.6 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
- 14.6.1 the amount is to be treated as if it were paid; and
- 14.6.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 16.2 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 16.3 *Normally*, on completion the vendor must cause the legal title to the *property* (being an estate in fee simple) to pass to the purchaser free of any mortgage or other interest, subject to any necessary registration.
- 16.4 The legal title to the *property* does not pass before completion.

- 16.5 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.6 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.
- **Purchaser**
- 16.7 On completion the purchaser must pay to the vendor, by cash (up to \$2,000) or *settlement cheque* –
- 16.7.1 the price less any:
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.7.2 any other amount payable by the purchaser under this contract.
- 16.8 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
- 16.9 If any of the deposit is not covered by a bond or guarantee, on completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit.
- 16.10 On completion the deposit belongs to the vendor.
- **Place for completion**
- 16.11 *Normally*, the *parties* must complete at the completion address, which is –
- 16.11.1 if a special completion address is stated in this contract - that address; or
- 16.11.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
- 16.11.3 in any other case - the vendor's *solicitor's* address stated in this contract.
- 16.12 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
- 16.13 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
- 17 Possession**
- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).
- 18 Possession before completion**
- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
- 18.2.2 make any change or structural alteration or addition to the *property*; or
- 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
- 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
- 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.
- 19 Rescission of contract**
- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *-serving* a notice before completion; and
- 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
- 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
- 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
- 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.3);
- 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
- 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
- 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
- 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
- 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person; and
- 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
- 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *servicing* a transfer of itself implies acceptance of the *property* or the title.
- 20.14 The details and information provided in this contract (for example, on pages 1 - 3) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title**• Definitions and modifications**

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
- 23.2.2 'common property' includes association property for the scheme or any higher scheme;
- 23.2.3 'contribution' includes an amount payable under a by-law;
- 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s26 Community Land Management Act 1989;
- 23.2.5 'information notice' includes a strata information notice under s22 Strata Schemes Management Act 2015 and a notice under s47 Community Land Management Act 1989;

- 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
- 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
- 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
- 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.5 apply but on a unit entitlement basis instead of an area basis.
- **Adjustments and liability for expenses**
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
- 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
- 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.
- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 The purchaser must give the vendor 2 copies of an information notice addressed to the owners corporation and signed by the purchaser.
- 23.11 The vendor must complete and sign 1 copy of the notice and give it to the purchaser on completion.
- 23.12 Each *party* can sign and give the notice as agent for the other.
- 23.13 The vendor must *serve* an information certificate issued after the contract date in relation to the lot, the scheme or any higher scheme at least 7 days before the date for completion.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.
- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- a proper notice of the transfer (an attornment notice) addressed to the tenant;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the form of transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –

- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 The vendor must give a proper covenant to produce where relevant.
- 25.9 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.10 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the Registrar-General of the registration copy of that document.
- 26 Crown purchase money**
- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
- 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
- 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
- 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.1.
- 27 Consent to transfer**
- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
- 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within 7 days* after the contract date.
- 27.3 The vendor must apply for consent *within 7 days* after *service* of the purchaser's part.
- 27.4 If consent is refused, either *party* can *rescind*.
- 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within 7 days* after receipt by or *service* upon the *party* of written notice of the conditions.
- 27.6 If consent is not given or refused –
- 27.6.1 *within 42 days* after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
- 27.6.2 *within 30 days* after the application is made, either *party* can *rescind*.
- 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
- 27.7.1 under a *planning agreement*, or
- 27.7.2 in the Western Division.
- 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
- 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.
- 28 Unregistered plan**
- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
- 28.2 The vendor must do everything reasonable to have the plan registered *within 6 months* after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
- 28.3 If the plan is not registered *within* that time and in that manner –
- 28.3.1 the purchaser can *rescind*; and
- 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
- 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
- 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
- 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.
- 29 Conditional contract**
- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
- 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
- 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
- 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
- 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
- 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within 7 days* after either *party* *serves* notice of the condition.
- 29.7 If the *parties* can lawfully complete without the event happening –
- 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within 7 days* after the end of that time;
- 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within 7 days* after either *party* *serves* notice of the refusal; and

- 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
 - every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 - the end of the time for the event to happen.
- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
- 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
- 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.
- 30 Electronic transaction**
- 30.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* if –
- 30.1.1 this contract says that it is an *electronic transaction*;
- 30.1.2 the *parties* otherwise agree that it is to be conducted as an *electronic transaction*; or
- 30.1.3 the *conveyancing rules* require it to be conducted as an *electronic transaction*.
- 30.2 However, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.2.1 if the land is not *electronically tradeable* or the transfer is not eligible to be lodged electronically; or
- 30.2.2 if, at any time after the *effective date*, but at least 14 days before the date for completion, a *party* *serves* a notice stating a valid reason why it cannot be conducted as an *electronic transaction*.
- 30.3 If, because of clause 30.2.2, this *Conveyancing Transaction* is not to be conducted as an *electronic transaction* –
- 30.3.1 each *party* must –
- bear equally any disbursements or fees; and
 - otherwise bear that *party's* own costs;
- incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
- 30.3.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.2.
- 30.4 If this *Conveyancing Transaction* is to be conducted as an *electronic transaction* –
- 30.4.1 to the extent that any other provision of this contract is inconsistent with this clause, the provisions of this clause prevail;
- 30.4.2 *normally*, words and phrases used in this clause 30 (italicised and in Title Case, such as *Electronic Workspace* and *Lodgment Case*) have the same meaning which they have in the *participation rules*;
- 30.4.3 the *parties* must conduct the *electronic transaction* –
- in accordance with the *participation rules* and the *ECNL*; and
 - using the nominated *ELN*, unless the *parties* otherwise agree;
- 30.4.4 a *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry* as a result of this transaction being an *electronic transaction*;
- 30.4.5 any communication from one *party* to another *party* in the *Electronic Workspace* made –
- after the *effective date*; and
 - before the receipt of a notice given under clause 30.2.2;
- is taken to have been received by that *party* at the time determined by s13A of the *Electronic Transactions Act 2000*; and
- 30.4.6 a document which is an *electronic document* is *served* as soon as it is first *Digitally Signed* in the *Electronic Workspace* on behalf of the *party* required to *serve* it.
- 30.5 *Normally*, the vendor must *within 7 days* of the *effective date* –
- 30.5.1 create an *Electronic Workspace*;
- 30.5.2 *populate* the *Electronic Workspace* with *title data*, the date for completion and, if applicable, *mortgagee details*; and
- 30.5.3 invite the purchaser and any *discharging mortgagee* to the *Electronic Workspace*.
- 30.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 30.5, the purchaser may create an *Electronic Workspace*. If the purchaser creates the *Electronic Workspace* the purchaser must –
- 30.6.1 *populate* the *Electronic Workspace* with *title data*;
- 30.6.2 create and *populate* an *electronic transfer*;
- 30.6.3 *populate* the *Electronic Workspace* with the date for completion and a nominated *completion time*; and
- 30.6.4 invite the vendor and any *incoming mortgagee* to join the *Electronic Workspace*.
- 30.7 *Normally*, *within 7 days* of receiving an invitation from the vendor to join the *Electronic Workspace*, the purchaser must –
- 30.7.1 join the *Electronic Workspace*;
- 30.7.2 create and *populate* an *electronic transfer*;
- 30.7.3 invite any *incoming mortgagee* to join the *Electronic Workspace*; and
- 30.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.

- 30.8 If the purchaser has created the *Electronic Workspace* the vendor must *within* 7 days of being invited to the *Electronic Workspace* –
- 30.8.1 join the *Electronic Workspace*;
 - 30.8.2 *populate* the *Electronic Workspace* with *mortgagee details*, if applicable; and
 - 30.8.3 invite any *discharging mortgagee* to join the *Electronic Workspace*.
- 30.9 To complete the financial settlement schedule in the *Electronic Workspace* –
- 30.9.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion;
 - 30.9.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion; and
 - 30.9.3 if the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
- 30.10 Before completion, the *parties* must ensure that –
- 30.10.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
 - 30.10.2 all certifications required by the *ECNL* are properly given; and
 - 30.10.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
- 30.11 If completion takes place in the *Electronic Workspace* –
- 30.11.1 payment electronically on completion of the price in accordance with clause 16.7 is taken to be payment by a single *settlement cheque*;
 - 30.11.2 the completion address in clause 16.11 is the *Electronic Workspace*; and
 - 30.11.3 clauses 13.13.2 to 13.13.4, 16.8, 16.12, 16.13 and 31.2.2 to 31.2.4 do not apply.
- 30.12 If the computer systems of any of the *Land Registry*, the *ELNO* or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.
- 30.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 30.13.1 all *electronic documents Digitally Signed* by the vendor, the *certificate of title* and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* shall be taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land comprised in the *certificate of title*; and
 - 30.13.2 the vendor shall be taken to have no legal or equitable interest in the *property*.
- 30.14 A *party* who holds a *certificate of title* must act in accordance with any *Prescribed Requirement* in relation to the *certificate of title* but if there is no *Prescribed Requirement*, the vendor must *serve* the *certificate of title* after completion.
- 30.15 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 30.15.1 holds them on completion in escrow for the benefit of; and
 - 30.15.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.
- 30.16 In this clause 30, these terms (in any form) mean –
- adjustment figures* details of the adjustments to be made to the price under clause 14;
 - certificate of title* the paper duplicate of the folio of the register for the land which exists immediately prior to completion and, if more than one, refers to each such paper duplicate;
 - completion time* the time of day on the date for completion when the *electronic transaction* is to be settled;
 - conveyancing rules* the rules made under s12E of the Real Property Act 1900;
 - discharging mortgagee* any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
 - ECNL* the Electronic Conveyancing National Law (NSW);
 - effective date* the date on which the *Conveyancing Transaction* is agreed to be an *electronic transaction* under clause 30.1.2 or, if clauses 30.1.1 or 30.1.3 apply, the contract date;
 - electronic document* a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
 - electronic transfer* a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties'* *Conveyancing Transaction*;

<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronically tradeable</i>	a land title that is Electronically Tradeable as that term is defined in the <i>conveyancing rules</i> ;
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>mortgagee details</i>	the details which a <i>party</i> to the <i>electronic transaction</i> must provide about any <i>discharging mortgagee</i> of the <i>property</i> as at completion;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ; and
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> .

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*, and
- 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 The purchaser must –
- 31.2.1 at least 5 days before the date for completion, serve evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under clause 4.3 has been served, by the transferee named in the transfer served with that direction;
- 31.2.2 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
- 31.2.3 forward the *settlement cheque* to the payee immediately after completion; and
- 31.2.4 serve evidence of receipt of payment of the *FRCGW remittance*.
- 31.3 The vendor cannot refuse to complete if the purchaser complies with clauses 31.2.1 and 31.2.2.
- 31.4 If the vendor serves any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 7 days after that service and clause 21.3 does not apply to this provision.
- 31.5 If the vendor serves in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.2 and 31.3 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by clause 6A of the Conveyancing (Sale of Land) Regulation 2017 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.
- 32.4 This clause does not apply to a contract made before the commencement of the amendments to the Division under the Conveyancing Legislation Amendment Act 2018.

Schedule

1. evaporative cooling
2. solar power hot water system
3. electric hot water system
4. 1 x steel rainwater tank approx. 80,000 litres
5. 2 x concrete rainwater tanks 5000 litres each
6. 2 x plastic rainwater tanks 5000 litres each
7. 1 x calf shed,
8. 1 x storage shed
9. 1 x machinery shed
10. 1 x woodshed
11. stock troughs
12. 5 megalitres of stock and domestic

SPECIAL CONDITIONS

1. **Conditions of sale by auction**

- 1.1 The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - (a) The vendor's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;
 - (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
 - (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
 - (f) A bidder is taken to be bidding on the bidder's own behalf unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
 - (g) A bid cannot be made or accepted after the fall of the hammer;
 - (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- 1.2 The following conditions, in addition to those prescribed by subclause 30.1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:
 - (a) Subject to subclause 30.3, the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person;
 - (b) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".
- 1.3 The following conditions, in addition to those prescribed by subclauses 30.1 and 30.2, are prescribed as applicable to and in respect of the sale by auction of co-owned residential property or rural land or the sale of such land by a seller as executor or administrator:
 - (a) More than one vendor bid may be made to purchase the interest of a co-owner;
 - (b) A bid by or on behalf of an executor or administrator may be made to purchase in that capacity;
 - (c) Before the commencement of the auction, the auctioneer must announce that bids to purchase the interest of another co-owner or to purchase as executor or administrator may be made by or on behalf of the seller;
 - (d) Before the commencement of the auction, the auctioneer must announce the bidder registration number of any co-owner, executor or administrator or any person registered to bid on behalf of any co-owner, executor or administrator.

2. THE value of any depreciable improvements, plant, equipment, fixtures and fittings owned by the Vendor and passing under this Contract shall correspond with the individual values assigned to each item in the Depreciation Schedule to the last Income Tax Return of the Vendor, but if any item does not appear in the Schedule or has no value assigned to it, the value is agreed to be ONE DOLLAR (\$1.00) each.
- 3 THE Purchaser shall be held to have satisfied himself/herself as to the description of the property sold without reference to any advertisement published or statement made prior to the signing of this Contract. The property having been inspected by the Purchaser prior to the execution of this Contract, the Purchasers, notwithstanding any misdescription, error or omission in or from the particulars of any map or plan of the property shall be with full notice of and subject to the situation state and condition of the property.
4. IT is hereby agreed between the parties that there are no conditions warranties or other terms affecting this sale other than those embodied in this Contract and the Purchasers shall not be entitled to rely on any representation made by the Vendor or his/her Agents except such as are made in this Contract.
5. NO warranty of the condition or position of any of the improvements or of the capacity or extent of the property or the quality or condition thereof is given or implied by anything herein contained or shown in any sale plan or advertisement.
6. IF the Purchaser is or includes -
 - (i) a company or companies, or
 - (ii) a principal of the person who signs the Contract,
(such company or companies or principal is or are hereinafter referred to as "the Actual Purchaser")

the persons who sign this Contract shall prior to the signing hereof disclose the full name and address of the Actual Purchaser and shall be deemed to have warranted that they have authority to sign the Contract on behalf of the Actual Purchaser and they shall forthwith execute a Guarantee in the form annexed hereto and, if the Actual Purchasers are a Company or Companies, they and the Actual Purchaser shall if so required by the Vendor cause or procure the execution of a Guarantee in the form annexed hereto by each of the Directors of the Actual Purchaser within seven (7) days from the date of any request to do so being made by the Vendor.

7. THE owners of certain types of buildings and strata lots must have smoke alarms (or in certain cases heat alarms) installed in the building or lot in accordance with regulations under the ***Environment Planning and Assessment Act 1979***. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.
8. NOTWITHSTANDING anything contained in this Agreement, the property is sold as it stands and should any fencing be found not to be on its correct boundary or that any give and take fences exist in favour of or affecting the property or that any boundaries of the property are not fenced, the Purchaser

shall not make any requisition, objection or claim for compensation in respect thereof and the Vendor shall not be liable to contribute to the expense of erecting, repairing, replacing or re-locating any fence.

9. THE property is sold subject to all encroachments (if any) on it by improvements erected on adjoining land and to any encroachments by improvements erected on the property onto adjoining land and no requisition, objection or claim for compensation shall be made in respect of any such encroachment.
10. IF the Purchaser defaults in payment of the purchase money or any part of it or of any interest thereon or any other monies payable to the Vendor under this Contract he shall pay interest at the rate of fifteen per centum (15%) per annum on the amount in default from the date of such default until the default ceases without prejudice however to the Vendor's other rights under this Contract. For the purposes of this clause only time shall be, and deemed to be, of the essence of this Agreement.
11. THE Purchaser shall have the right within twenty-one (21) days from the date hereof to nominate and substitute another person or corporation as Purchaser herein in place of the Purchaser PROVIDED ALWAYS that until such right is exercised the Purchaser shall remain liable to perform and observe all and singular the covenants terms and conditions on the part of the Purchaser hereunder to be performed and observed. Such substitution shall be effected by the Purchaser delivering to the Vendor's Solicitors:
 - (i) an identical copy of this Contract (save for this Special Condition and the name of the Purchaser herein) executed by the substituted Purchaser and with any date for payment of moneys or the performance of any other covenant or obligation or the occurrence of any other contingency adjusted if necessary to coincide with the provisions of this Contract to the intent that any such substituted Purchaser shall in all respects be on the same position as the Purchaser named herein;
 - (i) a Guarantee of the aforesaid Contract by the Purchaser if a Corporation is nominated by the Directors of that Corporation and in a form and substance acceptable to the Solicitors for the Vendor;
 - (ii) an Authority from the Purchaser named herein to the Vendor authorising the Vendor to apply the deposit paid hereunder as the deposit payable under the Contract with the substituted Purchaser.

Upon delivery to the Vendor by the Purchaser of the said copy Contract, Guarantee and Authority the Vendor shall execute a counterpart of such Contract and upon delivery to the substituted Purchaser of their or its Solicitor of such counterpart this Contract shall be deemed cancelled and of no further force or effect.

12. IN addition to any other rights which may exist at law or in equity any Notice of Complete validly given by one party hereto to the other shall be sufficient as to time if a period of fourteen (14) days from the receipt of the Notice is allowed for completion. A party shall be at liberty at any time to withdraw the said Notice without prejudice to his continuing right to give any further Notice.
13. THE Purchaser shall not raise any objection or requisition by reason of the fact that any mortgage or caveat noted on the relevant Certificate of Title shall not

have been discharged or withdrawn prior to settlement but shall on settlement accept the duly discharged mortgage or mortgages or Withdrawal of Caveat together with the appropriate fees for the registration thereof and shall forthwith after settlement arrange for the registration thereof at the Titles Office.

14. THE Purchaser acknowledges that in entering into this Contract they do not rely upon any warranty or representation made by the Vendor or any person on behalf of the Vendor except such as are expressly provided in this Contract or implied by virtue of **Section 52A Conveyancing Act 1919** but instead they have relied entirely upon their own enquiries and inspection of the property.
15. WHERE not inconsistent with the provisions of **Section 66L Conveyancing Act 1919**, the property is sold in its present state of repair and condition subject to fair wear and tear until completion.
16. DESPITE Clause 20.13, no Clause or Special Condition shall merge on completion where it may reasonably be construed as intended to have a continuing effect after completion.
17. THE Purchaser acknowledges that Section 3 and 4 of SEPP 25 and SEPP 28 have been repealed and that if the Section 10.7(2) Certificate attached to this Contract makes reference to the same being in force the Purchaser shall not make any objection requisition or claim for compensation in regard thereto.
18.
 - (I) IN this clause "GST" refers to goods and services tax under A New Tax System (**Goods and Services Tax Act 1999 ("GST Act")**) and the terms used to have the meanings as defined in the GST Act.
 - (II) THE Vendor warrants that a farming business has been carried out on the subject land for more than five years before the date of this agreement.
 - (III) THE Purchaser warrants that, on or after completion of this sale, a farming business will be carried out on the subject land.
 - (IV) IN the event of the Vendor being liable for GST, due to the Purchaser's failure to comply with (III):
 - (a) The Purchaser agrees to pay to the Vendor, within 14 days after the Vendor's liability for GST on this sale is confirmed by correspondence or an assessment from the Commissioner, the amount of the GST, including any penalty and interest;
 - (b) The Vendor shall deliver to the Purchaser, as a precondition to such payment, a tax invoice in a form which complies with the GST Act and the regulations.
19. WITHOUT in any manner negating, limiting, or restricting any rights or remedies which would have been available to the Vendor at law or in equity had this clause not been included herein should the Purchaser (or either or any of them if more than one) prior to completion:
 - (a) die or become so mentally ill that his or her affairs are liable to be administered by the Master in the Protective Jurisdiction, then the Vendor may rescind this contract by in writing forwarded to the Solicitor named as the Purchaser's Solicitor in this contract and thereupon the contract shall be at an end and the provisions of Clause 19 hereof shall apply; or
 - (b) be declared bankrupt or enter into any scheme or make any assignment

for the benefit of creditors, or being a company resolved to go into liquidation or have a petition for the winding up of the Purchaser presented or enter into any scheme or arrangement with its creditors under **Part X of the Companies Act 1981**, or should any liquidator, receiver or official manager be appointed in respect of the affairs of such Purchaser;

then the Purchaser shall be deemed to be in default hereunder.

20. THE Purchaser shall not make any objection, requisition or claim for compensation by reason of the fact:
- (a) that the fences, walls, eaves and gutters (if any) erected on or surrounding the subject property are found to stand over the boundaries of the subject property and to encroach on any adjacent property or that the fences, walls, eaves or gutters (if any) erected on any adjacent property are found to stand over the boundaries and to encroach upon the property hereby sold;
 - (b) that the building or any part thereof does not comply with the Local Government or other Ordinances or regulations regarding distance from any boundary and any certificate which the Purchaser requires from the local Council shall be obtained by the Purchaser at his own expense.
21. CLAUSE 4.1 of the General Conditions of Sale applicable to this Contract should be deemed deleted and the following substituted in its place:
- “The Purchaser must serve the form of Transfer within twenty-eight (28) days after the date of this Contract, or not later than fourteen (14) days prior to the proposed date for completion, whichever is the earlier.”
22. The covenants and provisions contained in this Contract comprise the whole of the agreement between the parties and it is expressly agreed and declared that no further or other covenants or provisions shall be deemed to be implied in this Contract or to arise between the parties by way of collateral or other agreement by reason of any promise, representation, warranty or undertaking given or made by any party to another party on or prior to the execution of this Contract and the existence of any such implication or collateral or other agreement
23. **Lease**
The Vendor advises and the purchaser acknowledges: -
- 23.1 that part of the land is subject to a lease for the housing of a telecommunications tower;
 - 23.2 all payments received have been prepaid and received to the benefit of the vendor and no adjustments will be made in respect to the said lease;
 - 23.3 the vendor will do and sign all things necessary to transfer the lease to the purchaser.
24. **Water Syndicate**
- 24.1 The Vendor discloses, and the Purchaser acknowledges the following:
 - 24.1.1 Passing with the property is the Vendors right and interest in the West Cadell Irrigation Trust as follows: -
 - 5.0 Megalitres being Stock and Domestic user only
 - This 5.0 Megalitres is owned by the West Cadell Irrigation Trust and upon settlement this allocation will pass to the

purchaser and the purchaser shall assume responsibility for all outgoings and liabilities associated with this water allocation from the date of settlement

- 24.1.2 All outgoings in relation to this water allocation will be adjusted at settlement on an annual basis.
- 24.1.3 Annual Charges payable in relation to water are reviewed annually at the Trust AGM which is held about October of each year. A copy of the current schedule is attached.

25. **Release of security interest**

- 25.1 This special condition applies if any part of the property is subject to a security interest to which the **Personal Property Securities Act 2009 (Cth)** applies.
- 25.2 Subject to special conditions 25.3 and 25.4, the vendor must ensure that at or before settlement, the purchaser receives—
 - (a) a release from the secured party releasing the security interest in respect of the property; or
 - (b) a statement in writing in accordance with section 275(1)(b) of the **Personal Property Securities Act 2009 (Cth)** setting out that the amount or obligation that is secured is nil at the due date for settlement; or
 - (c) a written approval or correction in accordance with section 275(1)(c) of the **Personal Property Securities Act 2009 (Cth)** indicating that, on the due date for settlement, the personal property included in the contract is not or will not be property in which the security interest is granted — if the security interest is registered in the Personal Properties Securities Register.
- 25.3 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that is sold in the ordinary course of the vendor's business of selling personal property of that kind unless, in the case of goods that may or must be described by a serial number in the Personal Properties Securities Register, the purchaser advises the vendor at least 21 days before the due date for settlement that the goods are to be held as inventory.
- 25.4 The vendor is not obliged to ensure that the purchaser receives a release, statement, approval or correction in respect of any personal property that—
 - (a) is not described by serial number in the Personal Property Securities Register; and
 - (b) is predominantly used for personal, domestic or household purposes; and
 - (c) has a market value of not more than \$5,000 or, if a greater amount has been prescribed for the purposes of section 47(1) of the **Personal Property Securities Act 2009 (Cth)**, not more than that prescribed amount.
- 25.5 A release for the purposes of special condition 25.2(a) must be in writing and in a form published by the Law Institute of Victoria, Law Council of Australia or the Australian Bankers Association.
- 25.6 If the purchaser receives a release under special condition 25.2(a), the purchaser must provide the vendor with a copy of the release at or as soon as practicable after settlement.

- 25.7 In addition to ensuring a release is received under special condition 25.2(a), the vendor must ensure that at or before settlement, the purchaser receives a written undertaking from a secured party to register a financing change statement to reflect that release if the property being released includes goods of a kind that are described by serial number in the Personal Property Securities Register.
- 25.8 The purchaser must advise the vendor of any security interest that the purchaser reasonably requires to be released at least 21 days before the due date for settlement.
- 25.9 If the purchaser does not provide an advice under special condition 25.8, the vendor may delay settlement until 21 days after the purchaser advises the vendor of the security interests that the purchaser reasonably requires to be released.
- 25.10 If settlement is delayed under special condition 25.9, the purchaser must pay the vendor—
- (a) interest from the due date for settlement until the date on which settlement occurs or 21 days after the vendor receives the advice, whichever is the earlier; and
 - (b) any reasonable costs incurred by the vendor as a result of the delay—
- as though the purchaser was in default.
- 25.11 Words and phrases used in this special condition which are defined in the ***Personal Property Securities Act 2009 (Cth)*** have the same meaning in this special condition.

GUARANTEE AND INDEMNITY

TO: The within named and described Vendor
(Hereinafter called "the Vendor")

IN CONSIDERATION of the Vendor having at the request of the person whose name address and description are set forth in the Schedule hereto (hereinafter called "the Guarantor") agreed to sell the land described in the within Contract of Sale to the within named Purchaser (hereinafter called "the Purchaser") the Guarantor HEREBY GUARANTEES to the Vendor the due and punctual payment by the Purchaser of the purchase money and interest payable thereon as detailed in the said Contract of Sale and all other monies that are payable or may become payable pursuant thereto (hereinafter called "the monies hereby secured") AND ALSO the due performance and observance by the Purchaser of all and singular the covenants provisions and stipulations contained or implied in the said Contract of Sale and on the part of the Purchaser to be performed and observed AND THE GUARANTOR HEREBY EXPRESSLY ACKNOWLEDGES AND DECLARES that it has examined the said Contract of Sale and has access to a copy thereof and further that this Guarantee is given upon and subject to the following conditions:-

- A. THAT in the event of the Purchaser failing to pay the Vendor as and when due the monies referred to in the within Contract the Guarantor will immediately pay such monies to the Vendor.
- B. THAT in the event of the Purchaser failing to carry out or perform any of its obligations under the said Contract the Guarantor will immediately carry out and perform the same.
- C. THE Guarantor shall be deemed to be jointly and severally liable with the Purchaser (in lieu of being merely a surety for it) for the payment of the purchase moneys interest and all other monies if any payable pursuant to the within Contract in the performance of the obligations herein contained and it shall not be necessary for the Vendor to make any claim or demand on or to take any action or proceedings against the Purchaser before calling on the Guarantor to pay the moneys or to carry out and perform the obligations herein contained.
- D. THAT no time or other indulgence whatsoever that may be granted by the Vendor to the Purchaser shall in any manner whatsoever affect a liability of the Guarantor hereunder and the liability of the Guarantor shall continue to remain in full force and effect until all monies owing to the Vendor have been paid and all obligations have been performed.

SCHEDULE

Vendor/s: Dion Brendan Smith and Colleen Susan Smith

Purchaser/s:

Guarantor/s:

IN WITNESS whereof the said Guarantor/s have set their hands and seals this
day of 2021

SIGNED SEALED AND DELIVERED by)
the said Guarantor/s in Victoria in the)
presence of:

Signature of witness



FOLIO: 111/751150

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
8/1/2021	12:04 PM	6	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 111 IN DEPOSITED PLAN 751150
AT WOMBOOLA
LOCAL GOVERNMENT AREA MURRAY RIVER
PARISH OF MARS COUNTY OF CADELL
(FORMERLY KNOWN AS PORTION 111)
TITLE DIAGRAM CROWN PLAN 1103.1817

FIRST SCHEDULE

COLLEEN SUSAN SMITH
DION BRENDAN SMITH
AS JOINT TENANTS (T AA668957)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989)
- 2 AC748606 RESTRICTION ON USE (PREVENTION OF SUBDIVISION), SEE SECTION 77B CROWN LANDS ACT 1989
- 3 AD675357 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

210007SH

PRINTED ON 8/1/2021

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

MURRAY SHIRE



LAND BOARD OFFICE
 Papers
 No. 12 / 3166
 Enclosures
 HAY

PLAN OF PORTION III County of Cadell Parish of Mars

Land District of Deniliquin Land Board District of Hay Central Division
 Applied for under the Section of the Crown Lands Act of by

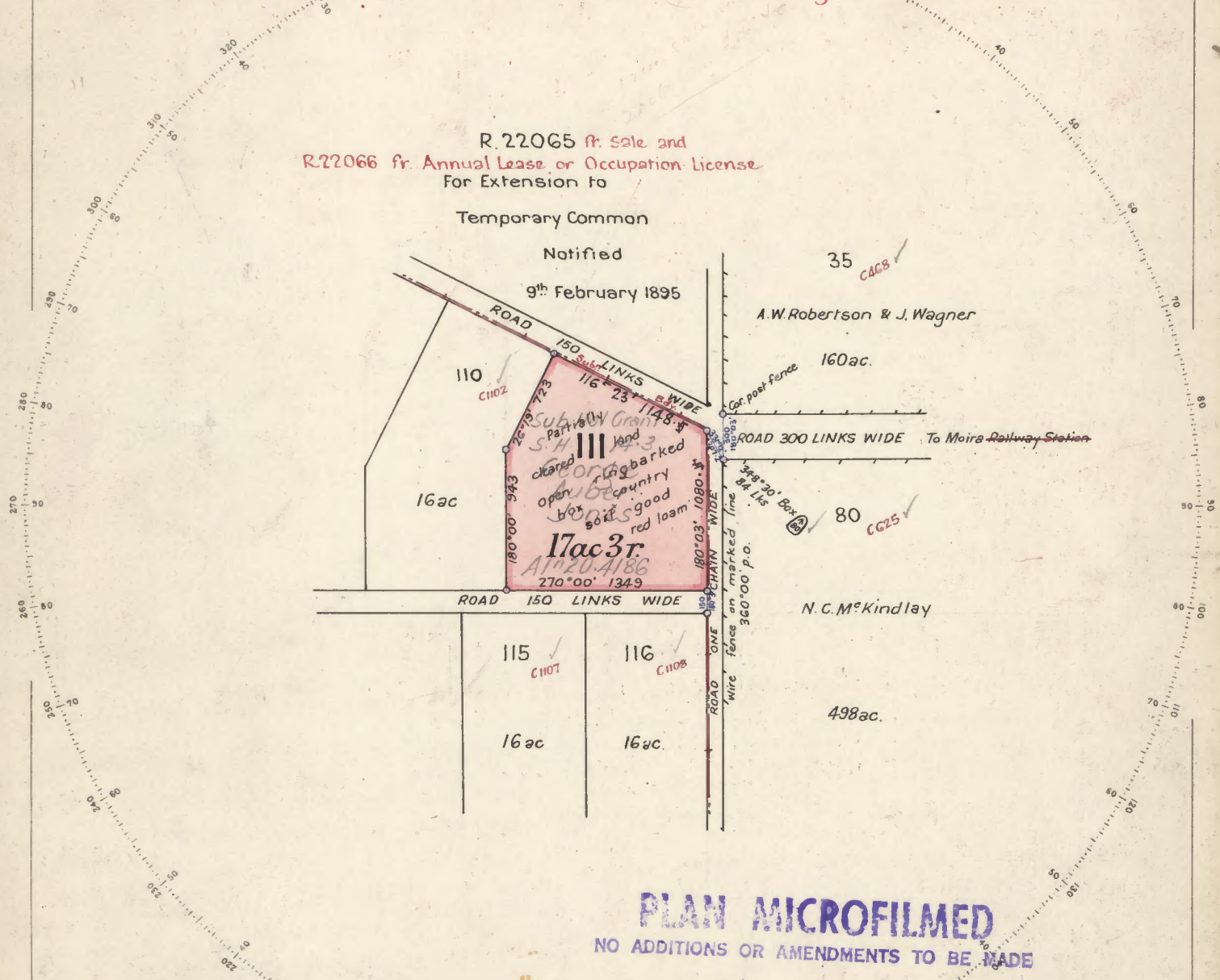
Surveyed with a view to Settlement as Suburban Holdings under Section 13 of the Crown Lands Act of 1912.
 Within Suburban boundaries Village of Womboota
 Within VR 498 fr Lse. Notified 5th April 1880 - Revoked 24th December 1912
 Within R for Temporary Common 8 Village, Ex^{pt} Notified 25th Oct. 1880 - Revoked 24th December 1912
 Within Suburban Holding Area N^o 183 (Annual Rent £3-6-6 for 1st period of 20 yrs) Notified 24th December 1912
 Sub. Holding 14-3, Feb 13 Percival Sperling. Now Sub Hol Grant to George Aubrey Jones vide A^m 20. 4186

R. 22065 fr. Sale and
 R. 22066 fr. Annual Lease or Occupation License
 For Extension to

Temporary Common

Notified

9th February 1895



PLAN MICROFILMED
 NO ADDITIONS OR AMENDMENTS TO BE MADE

Azimuth taken from S.E. B²⁹ of Town Sections 9 & 10.
 Field Book Vol. 7971 Folios 43 to 45

Reference to Corners

Corner	Bearing	From	Links	N ^o on Tree
Numbered Posts at all corners				

Reference to Traverse

Line	Bearing	Distance

I hereby certify that I in person made and on the 29th July 1912 completed the survey represented on this plan on which are written the bearings and lengths of the lines measured by me and I declare that the survey has been executed in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Department of Lands.

A. L. Atkinson Licensed Surveyor

Transmitted to the District Surveyor with my letter of 2nd August N^o 12-54

Voucher N^o Passed Staff
 Calculation Book N^o B15A Folio 15
 Checked and Charted 21st October 1912 Geo Allen
 Examined HCCAUBURN
 Plan approved 24/10/1912
 Draftsman in Charge

Improvements 17 $\frac{1}{2}$ ac. old ringbarking and partial clearing at 10/- per ac. £8-17-6

Scale 10 Chains to an Inch.



FOLIO: 117/751150

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
8/1/2021	12:04 PM	5	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LOT 117 IN DEPOSITED PLAN 751150
AT WOMBOOTA
LOCAL GOVERNMENT AREA MURRAY RIVER
PARISH OF MARS COUNTY OF CADELL
(FORMERLY KNOWN AS PORTION 117)
TITLE DIAGRAM CROWN PLAN 1226.1817

FIRST SCHEDULE

COLLEEN SUSAN SMITH
DION BRENDAN SMITH
AS JOINT TENANTS (T AA668957)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000A
- 2 AD675357 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

210007SH

PRINTED ON 8/1/2021

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Murray Shire

24.756

H0163

Village of Wamboota

Papers L.B 24394

PLAN OF PORTION ~~Sp.L.~~ 117

County of Cadell Parish of Mars

LAND DISTRICT OF DENILQUIN

LAND BOARD DISTRICT OF HAY

Occupation License N^o

Holding, Central Division.

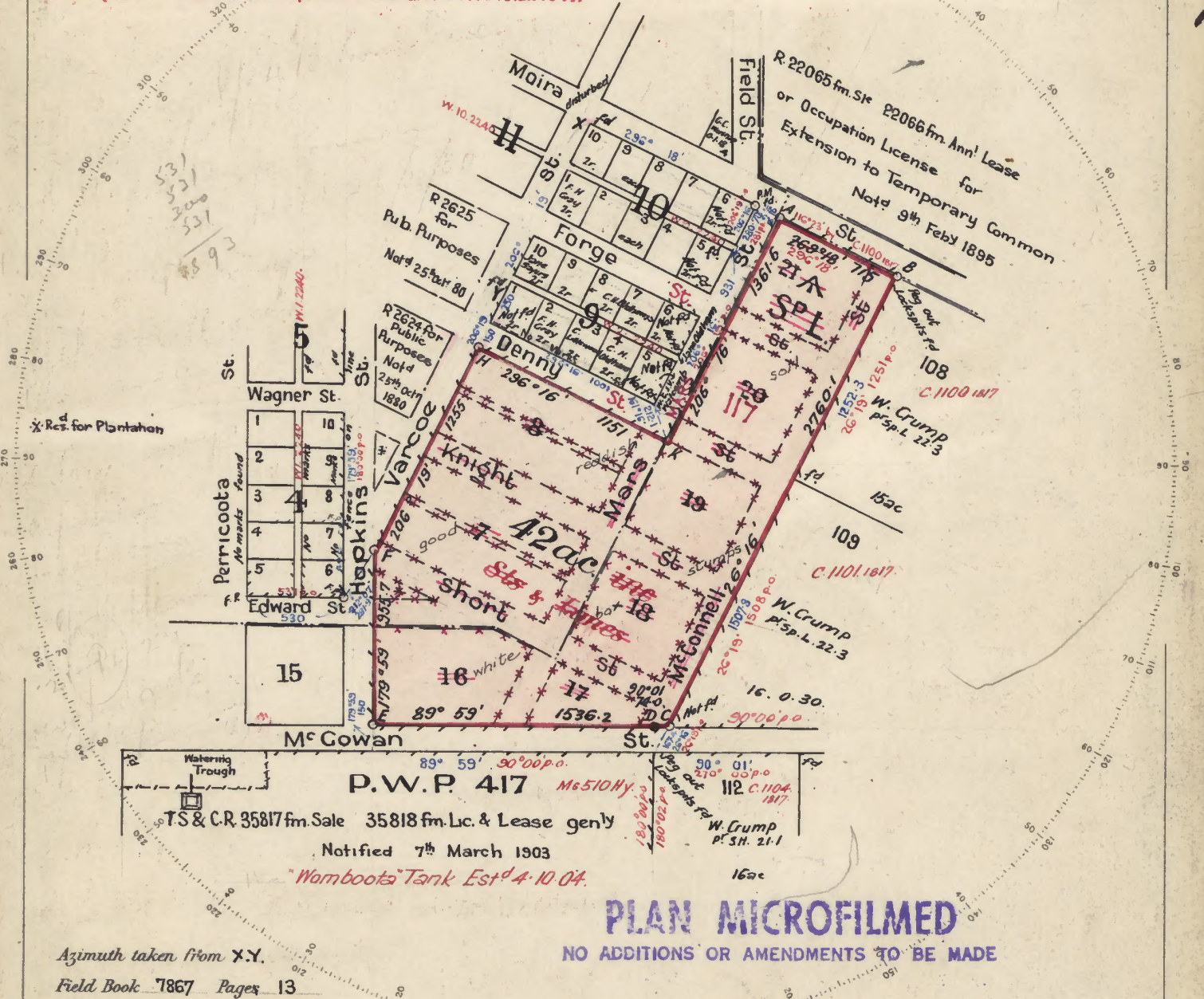
Applied for under the 75th Section of the Crown Lands Consolidation Act 1913 by Walter Crump

~~Expd 31.12.51 Res fr S or L Revoked 23.1.53~~

~~Sp.L 243 March 1924 for Grazing & Agriculture Tenn 1st Sept 1924 to 31st Dec 1931 Gas. 5th Sept 1924 Term extended to 31.12.38 Gaz. 29.7.32~~

Partly within Boundaries of Village of Wamboota Notified 20th March 1885
 Partly within Suburban Boundaries of Village of Wamboota Notified 20th March 1885
 Includes Part Reserve for Plantation vide Ms 23-12407

~~Sp.L 521 Alfred Walter Crump. Exp. 31.12.58. Rfm. SorL. other than AL. Sec. 228.
 Roads (Streets & Lanes) within por. 117 closed O.75.6.1976. Rds. 76-731~~



PLAN MICROFILMED

NO ADDITIONS OR AMENDMENTS TO BE MADE

Azimuth taken from X.Y.

Field Book 7867 Pages 13

Reference to Corners

Corner	Bearing	From	Links	N ^o on Tree
A	Tack in Fence Post			Sp-L
B	Tack in Fence Post			Sp-L 108
C	Tack in Fence Post			Sp-L 109
D	Tack in side of fence Post			↑
E	Tack in Fence Post			↑ Sp-L
F	Survey Post			↑ Sp-L
H	Small Peg			↑
K	Peg			↑

Value of Improvements

Reference to Traverse

Line	Bearing	Distance

I hereby certify that I in person made and on the 19th Feby 1925 completed the survey represented on this plan on which are written the bearings and lengths of the lines measured by me and I declare that the survey has been executed in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Department of Lands.

Paul Wilson
 Licensed Surveyor

Transmitted to the District Surveyor with my letter of 21st April 1925. 11/14

Voucher N^o Passed Staff
 Calculation Book N^o C.53 Folio 75
 Checked and Charted M.J. Jacob at Hay 1925
 Examined W.D. Deacy 13th May 1925
 Plan approved W. Hamilton 13th May 1925

Scale 8 Chains to an Inch.

Draftsman-in-Charge

STANDARD TRACING
 PREPARED

Lithographed & Printed at the Department of Lands Sydney N.S.W., 1924.

Cat. N^o ~~75~~ 1587. 14 C. 1226-1817



FOLIO: 116/751150

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
15/1/2021	12:38 PM	6	6/11/2015

LAND

LOT 116 IN DEPOSITED PLAN 751150
 LOCAL GOVERNMENT AREA MURRAY RIVER
 PARISH OF MARS COUNTY OF CADELL
 (FORMERLY KNOWN AS PORTION 116)
 TITLE DIAGRAM CROWN PLAN 1108.1817

FIRST SCHEDULE

COLLEEN SUSAN SMITH
 DION BRENDAN SMITH
 AS JOINT TENANTS (T AA668957)

SECOND SCHEDULE (10 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989)
- 2 AC748608 RESTRICTION ON USE (PREVENTION OF SUBDIVISION), SEE SECTION 77B CROWN LANDS ACT 1989
- 3 AF922438 LEASE TO OPTUS MOBILE PTY LIMITED OF THE PART SHOWN HATCHED IN PLAN WITH AF922437. COMMENCES: 2/11/2014. EXPIRES: 1/11/2019.
AJ757938 CONCURRENT LEASE
- 4 AF922439 LEASE TO OPTUS MOBILE PTY LIMITED OF THE PART SHOWN HATCHED IN PLAN WITH AF922437. COMMENCES: 2/11/2019. EXPIRES: 1/11/2024.
AJ757938 CONCURRENT LEASE
AJ757939 CONCURRENT LEASE
- 5 AF922440 LEASE TO OPTUS MOBILE PTY LIMITED OF THE PART SHOWN HATCHED IN PLAN WITH AF922437. COMMENCES: 2/11/2024. EXPIRES: 1/11/2029.
AJ757939 CONCURRENT LEASE
AJ757940 CONCURRENT LEASE
- 6 AJ757938 LEASE TO IWG-TLA AUSTRALIA PTY LIMITED OF THE PART SHOWN HATCHED IN PLAN WITH AF922437. EXPIRES: 31/5/2020.
- 7 AJ757939 LEASE TO IWG-TLA AUSTRALIA PTY LIMITED OF THE PART SHOWN HATCHED IN PLAN WITH AF922437. COMMENCES 1/6/2020. EXPIRES: 31/5/2025.
- 8 AJ757940 LEASE TO IWG-TLA AUSTRALIA PTY LIMITED OF THE PART SHOWN HATCHED IN PLAN WITH AF922437. COMMENCES 1/6/2025. EXPIRES: 31/5/2030.
- 9 AJ757941 LEASE TO IWG-TLA AUSTRALIA PTY LIMITED OF THE PART

END OF PAGE 1 - CONTINUED OVER

210007SH

PRINTED ON 15/1/2021

FOLIO: 116/751150

PAGE 2

SECOND SCHEDULE (10 NOTIFICATIONS) (CONTINUED)

10 AJ757942 LEASE TO IWG-TLA AUSTRALIA PTY LIMITED OF THE PART
SHOWN HATCHED IN PLAN WITH AF922437. COMMENCES
1/6/2035. EXPIRES: 31/5/2040.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

210007SH

PRINTED ON 15/1/2021

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MURRAY SHIRE



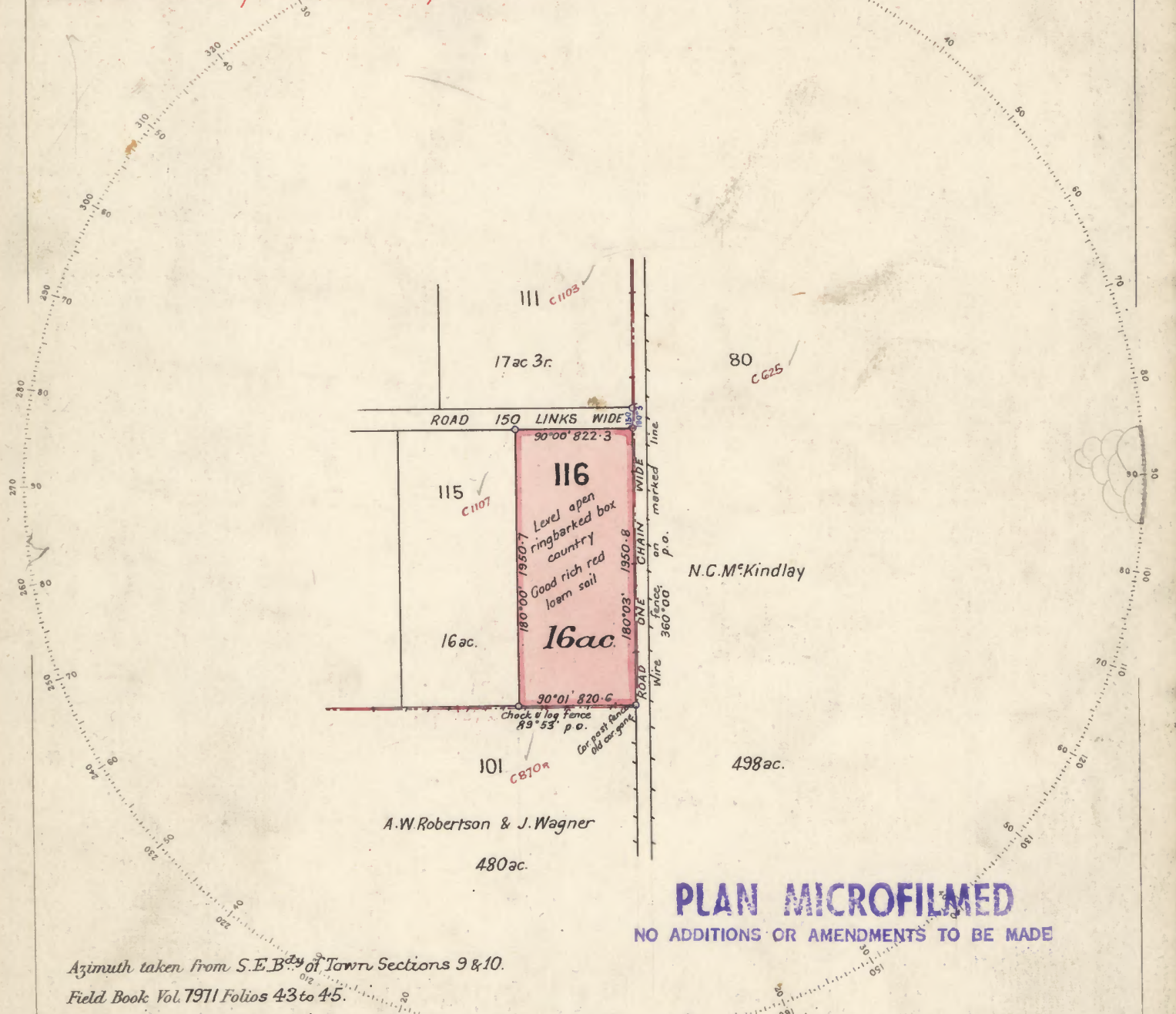
PLAN OF PORTION 116 County of Cadell Parish of Mars

Land District of Deniliquin Land Board District of Hay Central Division

Applied for under the Section of the Crown Lands Act of by

Surveyed with a view to Settlement as Suburban Holdings under Section 13 of the Crown Lands Act of 1912.

Within Suburban boundaries Village of Womboota
 Within VR 498 fr Lse Notified 5th April 1880 Revoked 24th December 1912
 Within R for Temporary Commgr & Village Extⁿ Notified 25th Oct. 1880 Revoked 24th December 1912
 Within Suburban Holding Area N^o 183 (Annual Rent £2160 for 1st period of 20 yrs) Not^d 24th December 1912
 S.H. 13.A February 24th John Henry Freeman



PLAN MICROFILMED

NO ADDITIONS OR AMENDMENTS TO BE MADE

Azimuth taken from S.E.B^{dy} of Town Sections 9 & 10.
 Field Book Vol. 7911 Folios 43 to 45.

Reference to Corners

Corner	Bearing	From	Links	N ^o on Tree
Numbered posts at all corners.				

Reference to Traverse

Line	Bearing	Distance

I hereby certify that I in person made and on the 29th July 1912 completed the survey represented on this plan on which are written the bearings and lengths of the lines measured by me and I declare that the survey has been executed in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Department of Lands.

A. H. Stinson Surveyor

Transmitted to the District Surveyor with my letter of 3rd August N^o 12-59

Voucher N^o Passed Staff
 Calculation Book N^o B154 Folio 16
 Checked and Charted 21st Oct 1912 Geo. Allen
 Examined } He Campbell
 Plan approved } 24/10/1912
 Draftsman in Charge

Improvements 16ac. old ringbarking @ 10/- per ac. £8.
 7 1/2 chs. chack & lag fencing @ £6. per. mile. (1/2 vol) 5/5
 1 ch. 7 wire fencing @ £20 per mile (1/2 vol) 2/6

Scale 10 Chains to an Inch.
 Lithographed and Printed at the Department of Lands, Sydney, N.S.W. Jan. 1911

Cat. N^o C. 1108 1817

Form: 07L
Licence: 03-10-195
Licensee: Gadens Lawyers

LEASE
New South Wales
Real Property Act 1900



AF922438M

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

\$97 PLANS FEES

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises
Folio Identifier 116/751150 PART being the area hatched on the plan annexed and marked B *to registered lease* ~~and AF922437~~

(B) LODGED BY

Delivery Box	Name, Address or DX and Telephone	CODE
654X	M J ARMSTRONG & CO - GADENS LLP: 131317K Reference (optional): 29603415	L

(C) LESSOR

COLLEEN SUSAN SMITH AND DION BRENDAN SMITH
ABN 81768456240

[Signature]
[Signature]

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable): 1. 2. 3.

(E) LESSEE

OPTUS MOBILE PTY LIMITED ACN 054 365 696

(F)

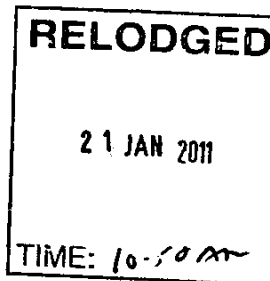
TENANCY:

(G)

- TERM** Five years
- COMMENCING DATE** ~~2 November~~ 2014
- TERMINATING DATE** ~~1 November~~ 2019
- With an **OPTION TO RENEW** for a period of Not applicable set out in Not applicable
- With an **OPTION TO PURCHASE** set out in clause Not applicable
- Together with and reserving the **RIGHTS** set out in clause Not applicable
- Incorporates the provisions or additional material set out in **ANNEXURE(S)** **A and B** hereto
- Incorporates the provisions set out in **MEMORANDUM** filed / **LEASE** registered in the Department of Lands, Land and Property Information Division No. Not applicable
- The **RENT** is set out in Item No. 5 of Information table

[Signature]
[Signature]

set out in Not applicable



DATE 28 / 10 / 09
dd mm yy

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation:
Authority:
Signature of authorised person:

FOR EXECUTION REFER SIGNING PAGE IN ANNEXURE A

Signature of authorised person:

Name of authorised person:
Office held:

Name of authorised person:
Office held:

I certify that the lessee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the lessee

Signature of witness:

FOR EXECUTION REFER SIGNING PAGE IN ANNEXURE A

Name of witness:

Address of witness:

Note: where applicable, the lessor must complete the statutory declaration below.

(I) STATUTORY DECLARATION *

I,
solemnly and sincerely declare that -

- 1. The time for the exercise of option _____ in expired lease No. _____ has
- 2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at _____ in the State of New South Wales
on _____ in the presence of -

Signature of witness:

Signature of lessor:

Name of witness:

Address of witness:

Qualification of witness: [tick one]

- Justice of the Peace
- Practising Solicitor
- Other [specify]

ANNEXURE A – Information table

Parties

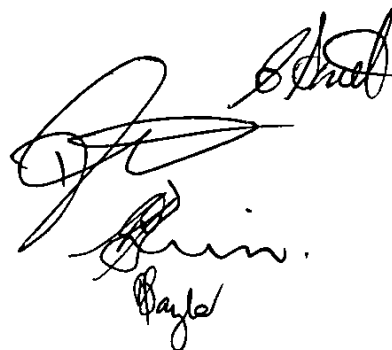
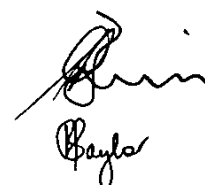
Name Colleen Susan Smith and Dion Brendan Smith
Short form name ABN 81768456240
Lessor
Notice details 117 Griffith Road, Wamboota
Telephone 03 5489 3232
Facsimile
Attention



Name Optus Mobile Pty Limited ACN 054 365 696
Short form name Lessee
Notice details 1 Lyonpark Road, Macquarie Park NSW 2113
Telephone (02) 8082 1620
Facsimile (02) 8082 1299
Attention Manager - Lease Administration
Site code S8275

Items

- Item 1** Premises (clause 1.1)
The area hatched black on the plan forming Annexure B hereto being part of the property known as part Lot 116, Smith Property, 117 Griffith Road, Wamboota
- Item 2** Date of Commencement (clause 1.1)
2 November 2014
- Item 3** Date of Expiration (clause 1.1)
1 November 2019
- Item 4** Term (clause 1.1)
Five years
- Item 5** Rent (clause 1.1)
\$3825.60 during the first year of the Term, and increased by 3% compounding annually thereafter for the balance of the Term.



Item 6

Nominated Account (clause 4.4)

Bank: Westpac
Branch:
Account name: Dion and Colleen Smith
BSB number: 733 621
Account number: 600373

Agreed terms

1. Defined terms and interpretation

1.1 Defined terms

In the Lease:

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

Date of Commencement means the date stated in **Item 2**.

Date of Expiration means the date stated in **Item 3**.

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 like tax payable by the Lessor in respect of a supply under the Lease.

Information table means the part of this document described as Information table.

Item means an item appearing in the Information table.

Land means the land in the Certificate of Title referred to on the front page of the Lease.

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

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

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

Lessor means the lessor described on the front page of the Lease and its successors and assigns or, if the Lessor is a natural person, its executors administrators and assigns and in either case its employees, agents and contractors.

Month means calendar month.

Premises means the premises described in **Item 1**.

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

Rent means the amount stated in **Item 5**.

State means the State of the Commonwealth of Australia in which the Land is situated.

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

Term means the term of the Lease set out in **Item 4**.

1.2 Interpretation

In the Lease, unless the context otherwise requires:

- (a) headings and underlinings are for convenience only and do not affect the interpretation of the Lease;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency;
- (e) a reference to any thing includes a part of that thing;
- (f) a reference to a part, clause, party, annexure, exhibit, information table or schedule is a reference to a part and clause of and a party, annexure, exhibit, information table and schedule to the Lease;
- (g) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next succeeding day which is a Business Day;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the Lease or any part of it;
- (i) a covenant or agreement on the part of two or more persons binds them jointly and severally.

2. Implied covenants and powers

2.1 Exclusion of implied covenants

The obligations and powers implied in the Lease by sections 84, 84A and 85 of the *Conveyancing Act 1919* (NSW) are expressly excluded.

2.2 Inclusion of implied covenants

Any covenants and powers implied in the Lease by any law apply to the extent they are consistent with the terms of the Lease.

2.3 Contravention of Statute - severance

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

3. Term of Lease and holding over

3.1 Term of the Lease

The Term commences on the Date of Commencement and expires on the Date of Expiration, subject to the provisions of the Lease.

3.2 Yearly tenancy - holding over

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

4. Payment

4.1 Lessee's Covenant

The Lessee must pay the Rent to the Lessor during the Term.

4.2 Payment of Rent

The Rent will be paid monthly in advance by equal monthly instalments. The first monthly instalment must be paid on or before the Date of Commencement and thereafter on the same day of each month. The monthly instalment is 1/12th of the annual rental rate payable for the year of the Term in which the month falls. The Lessee must pay the Rent to the Lessor or to any other person the Lessor notifies to the Lessee. Any notification must be at least 30 days prior to the date for payment of Rent.

4.3 GST

Provided the Lessor notifies the Lessee that it is registered for GST, the following provisions apply in relation to GST:

- (a) Unless stated to the contrary, all payments to be made by the Lessee under the Lease (including but not limited to Rent) are calculated without regard to GST. If a payment by the Lessee to the Lessor under the Lease is consideration for a supply by the Lessor under the Lease on which the Lessor must pay GST, the Lessee must also pay the Lessor an additional amount equal to the GST payable (**GST Amount**) by the Lessor on that supply.
- (b) The Lessor must issue a tax invoice to the Lessee for any excluded taxable supply made by the Lessor to the Lessee under this Lease before the consideration payable for that supply is due and the Lessee need not pay the GST Amount for a particular excluded taxable supply until such time as the Lessor has issued a tax invoice to the Lessee for that supply.

- (c) The parties agree that the Lessee will issue recipient created tax invoices (**RCTIs**) for the taxable supplies made by the Lessor to the Lessee under this Lease except for any supplies that the parties agree in writing are excluded taxable supplies. As at the date of this Lease the only agreed excluded taxable supplies are those supplies for which the Lessor has already issued a tax invoice to the Lessee. For the purpose of the Lessee issuing RCTIs the parties agree:
- (i) the Lessee may, to the extent it is legally entitled to do so, issue a single RCTI for more than one rental period;
 - (ii) the Lessor will not issue a tax invoice in respect of any supply it makes to the Lessee under this Lease other than an excluded taxable supply;
 - (iii) each party acknowledges and warrants that at the time of entering into this Lease, it is registered for GST; and
 - (iv) each party must notify the other party if, at any time, it ceases to be registered for GST or it ceases to comply with any of the requirements of any taxation ruling issued by the Australian Taxation Office relating to the issuing of RCTIs.
- (d) If a payment to a party under this Lease is a reimbursement or indemnification calculated by reference to a loss, cost or expense incurred by that party, then the payment must be reduced by the amount of any input tax credit to which that party is entitled for the acquisition to which that loss, cost or expense relates.
- (e) If the Lessee notifies the Lessor in writing that the Lessee will no longer issue RCTIs then **clause 4.3(c)** will not apply from the date specified in the notification until the Lessee withdraws the notification by a further written notice to the Lessor. While **clause 4.3(c)** does not apply the parties agree that all taxable supplies made by the Lessor to the Lessee under this Lease are excluded taxable supplies to which **clause 4.3(b)** applies.
- (f) In this **clause 4.3**:
- (i) words or expressions used which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning; and
 - (ii) a reference to the Lessor or Lessee includes their respective GST group representative member (if applicable).

4.4 EFT payments

The Lessee may pay the Rent by Electronic Funds Transfer (**EFT**) to the account nominated in **Item 6**. The Lessor may notify another account in Australia to which payments 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 banker to the relevant nominated account by the due date is a full discharge for the payment.

5. Use of Premises

5.1 Permitted use

The Lessee will use the Premises for the purpose of constructing, maintaining and operating a telecommunications network and telecommunications service.

5.2 Adjoining Land

The Lessor grants to the Lessee the right to use so much of the Land adjoining and adjacent to the Premises or any installation of the Lessee as is reasonably required during installation, erection, construction, dismantling, repair, replacement, renewal, maintenance and operation of the telecommunications network and the telecommunications service. After using the Land adjoining and adjacent to the Premises the Lessee will restore the surface of the Land as so used as near as practicably possible to its state prior to such use by the Lessee to the reasonable satisfaction of the Lessor. The provisions of **clause 7.2** will apply to the exercise by the Lessee of its rights pursuant to this **clause 5.2**.

5.3 Requirements of Government Agencies

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

5.4 Cabling

For the purpose of the operation of the Lessee's telecommunications network and telecommunications service, the Lessor will permit the Lessee to install, maintain, repair, replace and use above or below ground cabling to and from the Premises and where necessary to construct supports for that cabling. In exercising its rights under this clause the Lessee must:

- (a) not cause any lasting material damage to the Land or material interference with the Lessor; and
- (b) restore the surface of the Land as so used as nearly as practicably possible to its state prior to use by the Lessee to the reasonable satisfaction of the Lessor.

The provisions of **clause 7.2** will apply to the exercise by the Lessee of its rights pursuant to this clause.

5.5 Non-contiguous Premises

In the event of parts of the Premises not being contiguous one with the other or the Premises being partly or wholly on the rooftop of a building on the Land the Lessee may run such 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 on which the Premises are situated as are necessary for its safe, continuous and proper use of the Premises but in doing so the Lessee must not cause any material damage to the Land or material interference with the Lessor.

5.6 Guy anchors and guy wires

The Lessor grants the Lessee the right to use so much of the Land adjoining and adjacent to the Premises to place and maintain guy anchors in such positions on the Land and in such numbers as are reasonably required by the Lessee for the purpose of supporting its antenna support structure erected on the Premises and to run guy wires from those guy anchors to its antenna support structure. The Lessor will not use or interfere with the Lessee's guy anchors or guy wires. The provisions of **clause 7.2** will apply to the exercise by the Lessee of its rights pursuant to this clause. The Lessee will fence, at its cost and to the satisfaction of the Lessor, the area

surrounding the guy anchors to have the effect of keeping the Lessor's stock from coming into contact with the said anchors.

6. Access to the Premises

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

7. Insurance, indemnities and release

7.1 Obligation to insure

The Lessee will insure against any loss or damage which is commonly covered by public risk or liability insurance in respect of the Premises.

7.2 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 and occupier of the freehold of the Premises and the Lessee indemnifies and will keep the Lessor indemnified in that regard. Without limitation the Lessee indemnifies the Lessor from all actions, claims, costs and demands in respect of damage or injury to property or persons caused by electromagnetic fields emanating from the Lessee's equipment installed on the Premises.

7.3 Negligence or default of Lessor

The releases, responsibilities and indemnities in **clause 7.2** do not apply to any act, matter, thing or consequence if it arises out of the negligence or default of the Lessor.

8. Installation and maintenance

8.1 Repair and maintenance

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

8.2 Construction and alterations

The Lessee may at the Lessee's option and expense during the Term after complying with the requirements of any Government Agency having jurisdiction in the matter to the extent required by law with the prior consent of the Lessor which consent must not be unreasonably withheld install, erect, construct, dismantle, repair, replace, renew and maintain upon the Premises security fencing and any building or buildings as necessary now or in the future to shelter telecommunications equipment and a free standing monopole, guy tower, multi-sided antenna support structure or other antenna support structure of sufficient height now or in the future to meet the Lessee's telecommunications requirements and all necessary connecting appurtenances.

9. Electricity supply

For the purpose of carrying out the Lessee's use of the Premises the Lessor must at the Lessee's request and at the Lessee's cost:

- (a) provide to the Lessee the ability to connect the Premises to an electricity supply (including making provision for and allowing connection to emergency back up power) and to install on the Land such earthing apparatus as is necessary for the safe continuous use of the Lessee's equipment on the Premises. The supply of this electricity must be made through a dedicated usage meter so that the Lessee is directly accountable to the relevant authority for payment of electricity consumed by it on the Premises; and
- (b) cause to be registered on the title to the Land an easement for electricity purposes, if required by and if so, in favour of, the relevant electricity authority.

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

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

10.2 Effect on rights or liabilities

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

10.3 Lessee to yield up

The Lessee must at the expiration or sooner termination of the Term yield up the Premises in good repair and clean condition fair wear and tear excepted having regard to their condition at the Date of Commencement of the Lease.

10.4 Removal of Lessee's fixtures and chattels

The Lessee must at or prior to the Date of Expiration (unless there is in place after this Lease a further lease between the Lessor and the Lessee, and in any event subject to **clause 14.2**), earlier termination of the Lease or such other date as the Lessor and the Lessee agree in writing remove from the Premises all above ground fixtures, fittings, plant, machinery, cables and other equipment erected or brought by it onto the Premises.

10.5 Termination of holding over

Either the Lessor or the Lessee may terminate the yearly tenancy under **clause 3.2** by giving the other six months' prior written notice.

10.6 Termination of prior leases

If any lease in favour of the Lessee registered on the title to the Land in relation to a period prior to the Term is validly terminated for any reason (other than by effluxion of time), this Lease, without the necessity for any further action on the part of the Lessor or the Lessee, will be automatically terminated.

11. Notices

11.1 Method of service

Any notice to be given under this Lease by one of the parties to the other must be in writing and is given for all purposes by delivery in person, by pre-paid post or by facsimile addressed to the receiving party at the address specified in the notice details in the Information table.

11.2 Time of service

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

11.3 Change of address

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

12. Assignment and subletting

12.1 Lessee not to assign

The Lessee must not assign the Lease except under **clause 12.2** or with the prior written consent of the Lessor under **clause 12.3**.

12.2 Assignment to a Related Body Corporate

The Lessee may from time to time assign the Lease to a Related Body Corporate of the Lessee.

12.3 Assignment

Subject to **clause 12.2** the Lessee may assign the Lease with the prior written consent of the Lessor such consent not to be unreasonably withheld.

12.4 Subletting

The Lessee may sublet, part with or share its right to possession of the Premises upon written notice to the Lessor.

13. 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 Land

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

13.3 Lessor's covenant

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

14. Miscellaneous

14.1 Lessee to pay costs and disbursements

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

14.2 Without prejudice

The Lease is without prejudice to the Lessee's rights under Schedule 3 of the *Telecommunications Act 1997* (Cth).

14.3 Governing law

This Lease is governed by the laws of the State and the Commonwealth of Australia and the Lessor and the Lessee submit to the non-exclusive jurisdiction of the Courts of the State.

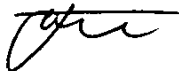
15. Election to terminate

Should the Lessee give to the Lessor notice not later than the date six months prior to the Date of Commencement that it no longer requires to occupy the Premises the provisions of this Lease must forthwith cease to have any effect.

Annexure A - Signing Page

I certify that the lessor, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

Signature of witness:



Name of witness: JASON MATTHEW HAUKE

Address of witness: 209A ANSTRUTHER STREET, ECHUCA VIC

Certified correct for the purposes of the Real Property Act 1900 by the lessee

Signature of lessor:



I certify that the attorney signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

Signature of witness:



Name of witness: Brigitte Taylor Justice of the Peace
NSW No 114291

Address of witness: Phone: 02 8087 1627

1 LyonPark Road Macquarie Park 2113

Certified correct for the purposes of the Real Property Act 1900 by the attorney named below who signed this lease pursuant to the power of attorney specified.

Signature of attorney:



Attorney's name: Paul Gerard O'Brien
Signing on behalf of: OPTUS MOBILE PTY LIMITED
Power of attorney

-Book: 4210
-No: 62

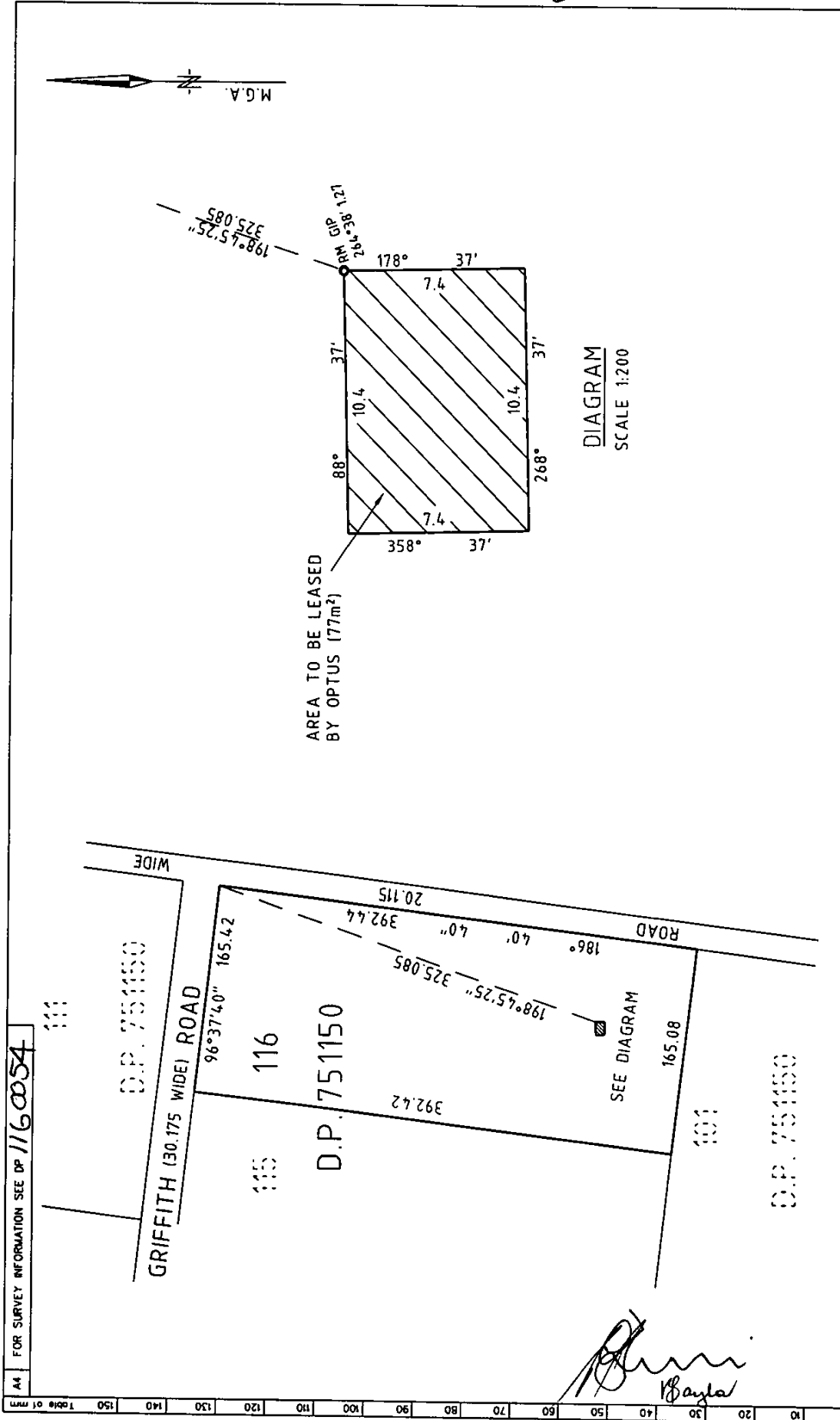
Annexure B – Plan referred to in Item 1

Annexure to Lease of premises known as Part Lot 116, Smith Property, 117 Griffith Road, Wombota



Handwritten signatures and names, including "Baird" and "Bayle".

11811



CONSULTING SURVEYORS		durecon		AUSTRALIA PTY. LTD. ABN 54 005 813		Level 2, 116 Maitland Road Newcastle NSW 2300 Phone (08) 9465 5399 Fax (08) 9465 5398	
NO	METREMENT	ELAM	APPD	DATE	MURRAY WOMBOUTA		
1	ORIGINAL ISSUE	RLS	CAC	20.08.09	LOCALITY	WOMBOUTA	
		RLS			PARRISH	MWS	
					COUNTY	CAPELL	
					DRAIN	WBU	
					M-5TH & TROOP-CAPFILE REF: O-UP105/S8275/DRAWING/S8275-11		
SITE NUMBER: 58275		PROJECT NUMBER: 2103-002		SITE ADDRESS: GRIFFITH ROAD WOMBOUTA NSW			
REDUCTION RATIO: 14000		SURVEYOR / SURVEY DATE: RLS 04/05/2009		TITLE: PLAN OF PROPOSED LEASE FOR TELECOMMUNICATION PURPOSES WITHIN LOT 116 IN DP 751150			
SURVEYOR / SURVEY DATE: RLS 04/05/2009		SITE NAME: WOMBOUTA				SHEET 1 OF 1	
						PLAN No. S8275-11	

Bayla

[Signature]



Form: 07L
Licence: 03-10-195
Licensee: Gadens Lawyers

LEASE
New South Wales
Real Property Act 1900

AF922437P

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any. *\$97 PLAN FEE*

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises
Folio Identifier 116/751150 PART being the area hatched on the plan annexed and marked B.

(B) LODGED BY

Delivery Box	Name, Address or DX and Telephone	CODE
M J 654X LLP	ARMSTRONG & CO - GADENS 131317K	L
Reference (optional): 29603415 WLB		

(C) LESSOR

COLLEEN SUSAN SMITH AND DION BRENDAN SMITH
ABN 81768456240

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable): 1. 2. 3.

(E) LESSEE

OPTUS MOBILE PTY LIMITED ACN 054 365 696

(F)

TENANCY:

(G)

1. **TERM** Five years
2. **COMMENCING DATE** 2 November 2009
3. **TERMINATING DATE** 1 November 2014
4. With an **OPTION TO RENEW** for a period of Not applicable
5. With an **OPTION TO PURCHASE** set out in clause Not applicable
6. Together with and reserving the **RIGHTS** set out in clause Not applicable
7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** A and B hereto
8. Incorporates the provisions set out in **MEMORANDUM** filed / **LEASE** registered in the Department of Lands, Land and Property Information Division No. Not applicable
9. The **RENT** is set out in Item No. 5 of Information table

[Signature]
Bayle set out in

RELODGED
21 JAN 2011
TIME: 10.50 AM

DATE 28 / 10 / 09
dd mm yy

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation:
Authority:
Signature of authorised person:

FOR EXECUTION REFER SIGNING PAGE IN ANNEXURE A

Signature of authorised person:

Name of authorised person:
Office held:

Name of authorised person:
Office held:

I certify that the lessee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the lessee

Signature of witness:

FOR EXECUTION REFER SIGNING PAGE IN ANNEXURE A

Name of witness:

Address of witness:

Note: where applicable, the lessor must complete the statutory declaration below.

(I) STATUTORY DECLARATION *

I, solemnly and sincerely declare that -

- 1. The time for the exercise of option _____ in expired lease No. _____ has
- 2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at _____ in the State of New South Wales
on _____ in the presence of -

Signature of witness:

Signature of lessor:

Name of witness:

Address of witness:

- Qualification of witness: *[tick one]*
- Justice of the Peace
 - Practising Solicitor
 - Other *[specify]*

Annexure A – Information table

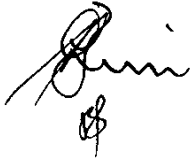
Parties

Name Colleen Susan Smith and Dion Brendan Smith
Short form name ABN 81 768 456 240
Lessor
Notice details 117 Griffith Road, Womboota NSW 2731
Telephone 03 5489 3232
Facsimile
Attention

Name Optus Mobile Pty Limited ACN 054 365 696
Short form name Lessee
Notice details 1 Lyonpark Road, Macquarie Park NSW 2113
Telephone (02) 8082 1620
Facsimile (02) 8082 1299
Attention Manager - Lease Administration
Site code S8275

Items

Item 1 Premises (clause 1.1)
The area hatched black on the plan forming Annexure B hereto being part of the property known as Part Lot 116, Smith Property, 117 Griffith Road, Womboota

Item 2 Date of Commencement (clause 1.1) 2 November 2009 

Item 3 Date of Expiration (clause 1.1) 1 November 2014

Item 4 Term (clause 1.1)
Five years

Item 5 Rent (clause 1.1)
\$3,300.00 during the first year of the Term, and increased by 3% compounding annually thereafter for the balance of the Term.



Item 6

Nominated Account (clause 4.4)

Bank: Westpac

Branch:

Account name: Dion and Colleen Smith

BSB number: 733 621

Account number: 600373

Agreed terms

1. Defined terms and interpretation

1.1 Defined terms

In this Lease:

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

Date of Commencement means the date stated in **Item 2**.

Date of Expiration means the date stated in **Item 3**.

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 like tax payable by the Lessor in respect of a supply under the Lease.

Information table means the part of this document described as Information table.

Item means an item appearing in the Information table.

Land means the land in the Certificate of Title referred to on the front page of the Lease.

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

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

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

Lessor means the lessor described on the front page of the Lease and its successors and assigns or, if the Lessor is a natural person, its executors administrators and assigns and in either case its employees, agents and contractors.

Month means calendar month.

Premises means the premises described in **Item 1**.

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

Rent means the amount stated in **Item 5**.

Rent Commencement Date means the earlier of:

- (a) the date the Lessee commences physical installation of the Lessee's equipment on the Premises; or
- (b) the date the Lessee identifies in a notice to the Lessor of the Lessee's intention to commence physical installation of the Lessee's equipment on the Premises; or
- (c) the first anniversary of the Date of Commencement.

State means the State of the Commonwealth of Australia in which the Land is situated.

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

Term means the term of the Lease set out in **Item 4**.

1.2 Interpretation

In the Lease, unless the context otherwise requires:

- (a) headings and underlinings are for convenience only and do not affect the interpretation of the Lease;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency;
- (e) a reference to any thing includes a part of that thing;
- (f) a reference to a part, clause, party, annexure, exhibit, information table or schedule is a reference to a part and clause of and a party, annexure, exhibit, information table and schedule to the Lease;
- (g) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next succeeding day which is a Business Day;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the Lease or any part of it;
- (i) a covenant or agreement on the part of two or more persons binds them jointly and severally.

2. Implied covenants and powers

2.1 Exclusion of implied covenants

The obligations and powers implied in the Lease by sections 84, 84A and 85 of the *Conveyancing Act 1919* (NSW) are expressly excluded.

2.2 Inclusion of implied covenants

Any covenants and powers implied in the Lease by any law apply to the extent they are consistent with the terms of the Lease.

2.3 Contravention of Statute - severance

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

3. Term of Lease and holding over

3.1 Term of the Lease

The Term commences on the Date of Commencement and expires on the Date of Expiration, subject to the provisions of the Lease.

3.2 Yearly tenancy - holding over

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

4. Payment

4.1 Lessee's Covenant

The Lessee must pay the Rent to the Lessor during the Term.

4.2 Payment of Rent

The Rent for the first year of the Term will be paid annually in advance on or before the Date of Commencement. The Rent for the balance of the Term will be paid monthly in advance by equal monthly instalments. The first monthly instalment must be paid on or before the first anniversary of the Date of Commencement and thereafter on the same day of each month. The monthly instalment is 1/12th of the annual rental rate payable for the year of the Term in which the month falls. The Lessee must pay the Rent to the Lessor or to any other person the Lessor notifies to the Lessee. Any notification must be at least 30 days prior to the date for payment of Rent.

4.3 GST

Provided the Lessor notifies the Lessee that it is registered for GST, the following provisions apply in relation to GST:

- (a) Unless stated to the contrary, all payments to be made by the Lessee under the Lease (including but not limited to Rent) are calculated without regard to GST. If a payment by the Lessee to the Lessor under the Lease is consideration for a supply by the Lessor under the Lease on which the Lessor must pay GST, the Lessee must also pay the Lessor an additional amount equal to the GST payable (**GST Amount**) by the Lessor on that supply.
- (b) The Lessor must issue a tax invoice to the Lessee for any excluded taxable supply made by the Lessor to the Lessee under this Lease before the consideration payable for that supply is due and the Lessee need not pay the GST Amount for a particular excluded taxable supply until such time as the Lessor has issued a tax invoice to the Lessee for that supply.
- (c) The parties agree that the Lessee will issue recipient created tax invoices (**RCTIs**) for the taxable supplies made by the Lessor to the Lessee under this Lease except for any supplies that the parties agree in writing are excluded taxable supplies. As at the date of this Lease the only agreed excluded taxable supplies are those supplies for which the Lessor has already issued a tax invoice to the Lessee. For the purpose of the Lessee issuing RCTIs the parties agree:
 - (i) the Lessee may, to the extent it is legally entitled to do so, issue a single RCTI for more than one rental period;
 - (ii) the Lessor will not issue a tax invoice in respect of any supply it makes to the Lessee under this Lease other than an excluded taxable supply;
 - (iii) each party acknowledges and warrants that at the time of entering into this Lease, it is registered for GST; and
 - (iv) each party must notify the other party if, at any time, it ceases to be registered for GST or it ceases to comply with any of the requirements of any taxation ruling issued by the Australian Taxation Office relating to the issuing of RCTIs.
- (d) If a payment to a party under this Lease is a reimbursement or indemnification calculated by reference to a loss, cost or expense incurred by that party, then the payment must be reduced by the amount of any input tax credit to which that party is entitled for the acquisition to which that loss, cost or expense relates.
- (e) If the Lessee notifies the Lessor in writing that the Lessee will no longer issue RCTIs then **clause 4.3(c)** will not apply from the date specified in the notification until the Lessee withdraws the notification by a further written notice to the Lessor. While **clause 4.3(c)** does not apply the parties agree that all taxable supplies made by the Lessor to the Lessee under this Lease are excluded taxable supplies to which **clause 4.3(b)** applies.
- (f) In this **clause 4.3**:
 - (i) words or expressions used which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning; and
 - (ii) a reference to the Lessor or Lessee includes their respective GST group representative member (if applicable).

4.4 EFT payments

The Lessee may pay the Rent by Electronic Funds Transfer (**EFT**) to the account nominated in **Item 6**. The Lessor may notify another account in Australia to which payments 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 banker to the relevant nominated account by the due date is a full discharge for the payment.

4.5 Pro rata refund of Rent

In the event of termination of the Lease pursuant to **clause 10.1(c)** by reason of an application by the Lessee to a Government Agency for consent being refused or granted on conditions unacceptable to the Lessee in its absolute and unfettered discretion the Lessor must forthwith refund to the Lessee prepaid Rent on a pro rata basis.

4.6 No Rent until physical installation

Despite any other provision in this Lease, the Lessee is not obliged to pay Rent from the Date of Commencement to the Rent Commencement Date, and if the Rent Commencement Date is not the first anniversary of the Date of Commencement, the Lessee must pay a pro rata of the first year's Rent from the Rent Commencement Date to the first anniversary of the Date of Commencement.

5. Use of Premises

5.1 Permitted use

The Lessee will use the Premises for the purpose of constructing, maintaining and operating a telecommunications network and telecommunications service.

5.2 Adjoining Land

The Lessor grants to the Lessee the right to use so much of the Land adjoining and adjacent to the Premises or any installation of the Lessee as is reasonably required during installation, erection, construction, dismantling, repair, replacement, renewal, maintenance and operation of the telecommunications network and the telecommunications service. After using the Land adjoining and adjacent to the Premises the Lessee will restore the surface of the Land as so used as near as practicably possible to its state prior to such use by the Lessee to the reasonable satisfaction of the Lessor. The provisions of **clause 7.2** will apply to the exercise by the Lessee of its rights pursuant to this **clause 5.2**.

5.3 Requirements of Government Agencies

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

5.4 Cabling

For the purpose of the operation of the Lessee's telecommunications network and telecommunications service, the Lessor will permit the Lessee to install, maintain, repair, replace

and use above or below ground cabling to and from the Premises and where necessary to construct supports for that cabling. In exercising its rights under this clause the Lessee must:

- (a) not cause any lasting material damage to the Land or material interference with the Lessor; and
- (b) restore the surface of the Land as so used as nearly as practicably possible to its state prior to use by the Lessee to the reasonable satisfaction of the Lessor.

The provisions of **clause 7.2** will apply to the exercise by the Lessee of its rights pursuant to this clause.

5.5 Non-contiguous Premises

In the event of parts of the Premises not being contiguous one with the other or the Premises being partly or wholly on the rooftop of a building on the Land the Lessee may run such 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 on which the Premises are situated as are necessary for its safe, continuous and proper use of the Premises but in doing so the Lessee must not cause any material damage to the Land or material interference with the Lessor.

5.6 Consents

The Lessor hereby irrevocably authorises the Lessee to make at the expense of the Lessee any application for consent or approval to any Government Agency 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. The Lessor must sign all documentation and 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 develop the Premises for the use referred to in **clause 5.1**.

5.7 Guy anchors and guy wires

The Lessor grants the Lessee the right to use so much of the Land adjoining and adjacent to the Premises to place and maintain guy anchors in such positions on the Land and in such numbers as are reasonably required by the Lessee for the purpose of supporting its antenna support structure erected on the Premises and to run guy wires from those guy anchors to its antenna support structure. The Lessor will not use or interfere with the Lessee's guy anchors or guy wires. The provisions of **clause 7.2** will apply to the exercise by the Lessee of its rights pursuant to this clause. The Lessee will fence, at its cost and to the satisfaction of the Lessor, the area surrounding the guy anchors to have the effect of keeping the Lessor's stock from coming into contact with the said anchors.

6. Access to the Premises

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

7. Insurance, indemnities and release

7.1 Obligation to insure

The Lessee will insure against any loss or damage which is commonly covered by public risk or liability insurance in respect of the Premises.

7.2 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 and occupier of the freehold of the Premises and the Lessee indemnifies and will keep the Lessor indemnified in that regard. Without limitation the Lessee indemnifies the Lessor from all actions, claims, costs and demands in respect of damage or injury to property or persons caused by electromagnetic fields emanating from the Lessee's equipment installed on the Premises.

7.3 Negligence or default of Lessor

The releases, responsibilities and indemnities in **clause 7.2** do not apply to any act, matter, thing or consequence if it arises out of the negligence or default of the Lessor.

8. Installation and maintenance

8.1 Repair and maintenance

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

8.2 Construction and alterations

The Lessee may at the Lessee's option and expense during the Term after complying with the requirements of any Government Agency having jurisdiction in the matter to the extent required by law with the prior consent of the Lessor which consent must not be unreasonably withheld install, erect, construct, dismantle, repair, replace, renew and maintain upon the Premises security fencing and any building or buildings as necessary now or in the future to shelter telecommunications equipment and a free standing monopole, guy tower, multi-sided antenna support structure or other antenna support structure of sufficient height now or in the future to meet the Lessee's telecommunications requirements and all necessary connecting appurtenances.

9. Electricity supply

For the purpose of carrying out the Lessee's use of the Premises the Lessor must at the Lessee's request and at the Lessee's cost:

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

- (b) cause to be registered on the title to the Land an easement for electricity purposes, if required by and if so, in favour of, the relevant electricity authority.

10. 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; or
- (b) the Lessee commits a material breach of any of its obligations and has not remedied that breach within a reasonable period having regard to the nature of the breach; or
- (c) any application to a Government Agency for a required consent or permit for the installation and use of the Premises as part of a telecommunications network and telecommunications service is granted to the Lessee with conditions unacceptable to it in its absolute and unfettered discretion or is finally rejected or is cancelled, lapses or is otherwise terminated and no further or replacement consent or permit can reasonably be obtained; or
- (d) the Premises are rendered unfit for the Lessee's use by reason of the emergence of significant physical or radio interference,

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

10.2 Effect on rights or liabilities

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

10.3 Lessee to yield up

The Lessee must at the expiration or sooner termination of the Term yield up the Premises in good repair and clean condition fair wear and tear excepted having regard to their condition at the Date of Commencement of the Lease.

10.4 Removal of Lessee's fixtures and chattels

The Lessee must at or prior to the Date of Expiration (unless there is in place after this Lease a further lease between the Lessor and the Lessee, and in any event subject to **clause 14.2**), earlier termination of the Lease or such other date as the Lessor and the Lessee agree in writing remove from the Premises all above ground fixtures, fittings, plant, machinery, cables and other equipment erected or brought by it onto the Premises.

10.5 Termination of holding over

Either the Lessor or the Lessee may terminate the yearly tenancy under **clause 3.2** by giving the other six months' prior written notice.

10.6 Termination of prior leases

If any lease in favour of the Lessee registered on the title to the Land in relation to a period prior to the Term is validly terminated for any reason (other than by effluxion of time), this Lease, without the necessity for any further action on the part of the Lessor or the Lessee, will be automatically terminated.

10.7 Additional Right of Termination

The Lessee may terminate the Lease by notice in writing to the Lessor served at any time between the first and second anniversary of the Date of Commencement. The Lessee will not be entitled to any refund of prepaid Rent in the event of the Lessee exercising its rights under this clause.

11. Notices

11.1 Method of service

Any notice to be given under this Lease by one of the parties to the other must be in writing and is given for all purposes by delivery in person, by pre-paid post or by facsimile addressed to the receiving party at the address specified in the notice details in the Information table.

11.2 Time of service

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

11.3 Change of address

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

12. Assignment and subletting

12.1 Lessee not to assign

The Lessee must not assign the Lease except under **clause 12.2** or with the prior written consent of the Lessor under **clause 12.3**.

12.2 Assignment to a Related Body Corporate

The Lessee may from time to time assign the Lease to a Related Body Corporate of the Lessee.

12.3 Assignment

Subject to **clause 12.2** the Lessee may assign the Lease with the prior written consent of the Lessor such consent not to be unreasonably withheld.

12.4 Subletting

The Lessee may sublet, part with or share its right to possession of the Premises upon written notice to the Lessor.

13. 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 Land

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

13.3 Lessor's covenant

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

14. Miscellaneous

14.1 Lessee to pay costs and disbursements

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

14.2 Without prejudice

The Lease is without prejudice to the Lessee's rights under Schedule 3 of the *Telecommunications Act 1997* (Cth).

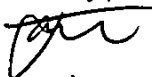
14.3 Governing law

This Lease is governed by the laws of the State and the Commonwealth of Australia and the Lessor and the Lessee submit to the non-exclusive jurisdiction of the Courts of the State.

Signing Page

I certify that the lessor, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

Signature of witness:



Name of witness: JASON MATTHEW HANKE

Address of witness: 209A ANSTRUTHER STREET, ECHUCA VIC

Certified correct for the purposes of the Real Property Act 1900 by the lessor

Signature of lessor:



I certify that the attorney signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

Signature of witness:



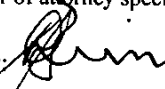
Name of witness: Brigitte Taylor Justice of the Peace
NSW No 114291
Phone: 02 8087 1627

Address of witness:

1 LyonPark Road Macquarie Park 2113

Certified correct for the purposes of the Real Property Act 1900 by the attorney named below who signed this lease pursuant to the power of attorney specified.

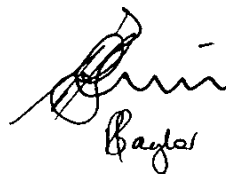

Signature of attorney:



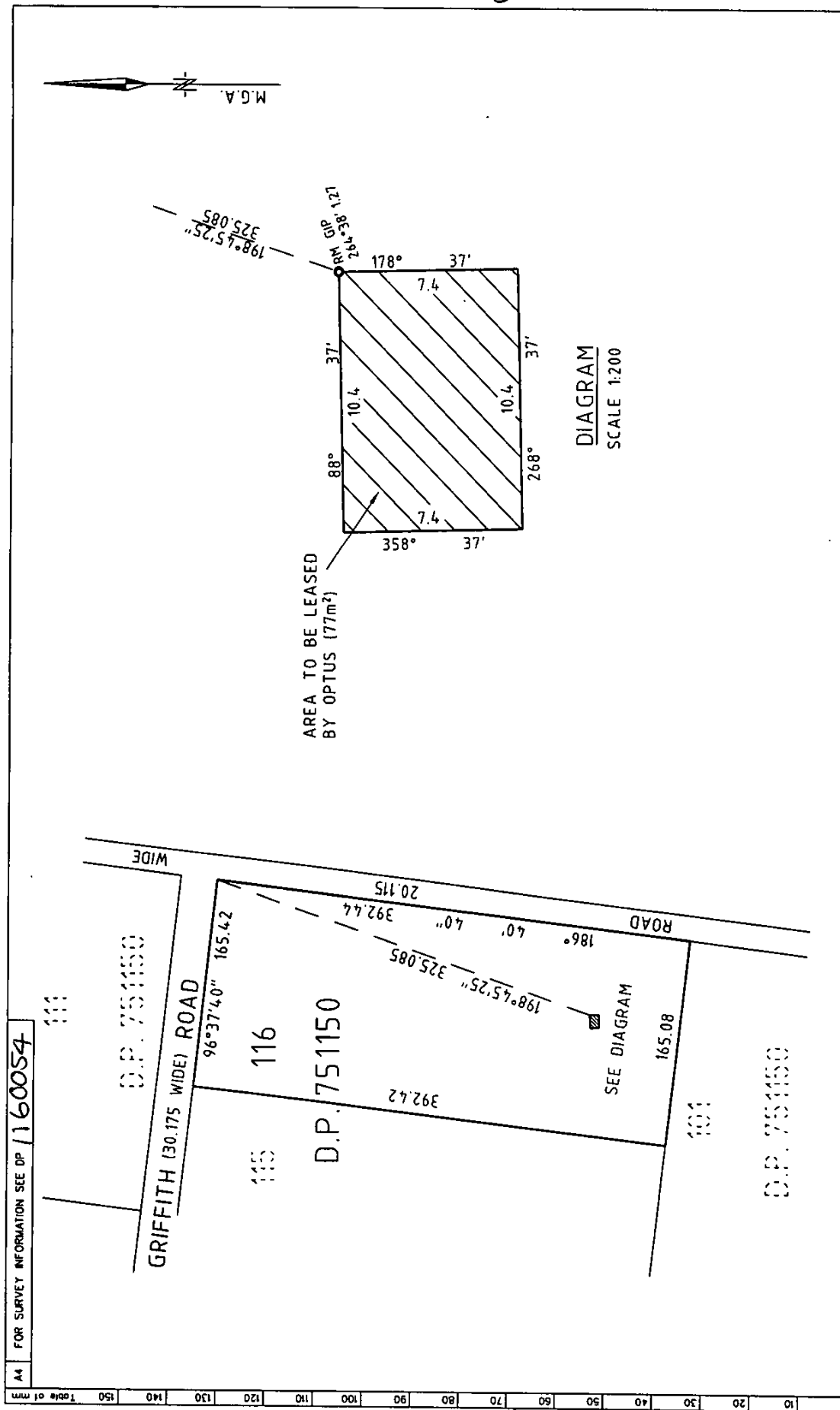
Attorney's name: Paul Gerard O'Brien
Signing on behalf of: OPTUS MOBILE PTY LIMITED
Power of attorney -Book: 4210
-No: 62

Annexure B – Plan referred to in Item 1

Annexure to Lease of premises known as Part Lot 116, Smith Property, 117 Griffith Road, Womboota



"B"



CONSULTING SURVEYORS		aurecon		AURECON AUSTRALIA PTY. LTD. ABN 54 000 078 673 Level 2, 116 Macquarie Road North Sydney NSW 1585 Phone (02) 9465 5300 Fax (02) 9465 5588	
NO	ASSESSMENT	EXAM	APPRO	DATE	
1	ORIGINAL ISSUE	RLS	CAC	20/08/09	
SITE NUMBER: 58275		PROJECT NUMBER: 2703-002			
REDUCTION RATIO: 1:4000		SURVEYOR / SURVEY DATE: RLS 04/05/2009			
LGA		MURRAY		SITE ADDRESS	
LOCALITY		WOMBOONA		GRIFFITH ROAD	
PARISH		MANS		WOMBOONA NSW	
COUNTY		CABELL		TITLE	
DRAIN		WBU		PLAN OF PROPOSED LEASE FOR TELECOMMUNICATION	
M-STR 8 (2004) CABELL REF		G:\OPTUS\58275\DRAWING\58275-11		PURPOSES WITHIN LOT 116 IN DP 751150	
SHEET 1 OF 1		PLAN No. 58275-11			

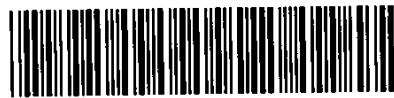
A4 FOR SURVEY INFORMATION SEE DP 1160054

Table of 130 140 150

Page 17 of 17
 Bayle
 [Signature]

Form: 07L
Licence: 03-10-195
Licensee: Gadens Lawyers

LEASE
New South Wales
Real Property Act 1900



AF922439K

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar-General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

\$97 PLAN FEE

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises *do registered lease AF922437*
Folio Identifier 116/751150 PART being the area hatched on the plan annexed and marked B

(B) LODGED BY

Delivery Box 654X	Name, Address or DX and Telephone M J ARMSTRONG & CO - GADENS LLP 131317K	CODE L
Reference (optional): 29603415		

(C) LESSOR

COLLEEN SUSAN SMITH AND DION BRENDAN SMITH
ABN 81 768 456 240

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable): 1. 2. 3.

(E) LESSEE

OPTUS MOBILE PTY LIMITED ACN 054 365 696

TENANCY:

(G)

- TERM** Five years
- COMMENCING DATE** ~~2~~ *1* November 2019
- TERMINATING DATE** ~~1~~ *1* November 2024
- With an **OPTION TO RENEW** for a period of Not applicable set out in *Page 2* Not applicable
- With an **OPTION TO PURCHASE** set out in clause Not applicable
- Together with and reserving the **RIGHTS** set out in clause Not applicable
- Incorporates the provisions or additional material set out in **ANNEXURE(S)** **A and B** hereto
- Incorporates the provisions set out in **MEMORANDUM** filed / **LEASE** registered in the Department of Lands, Land and Property Information Division No. Not applicable
- The **RENT** is set out in Item No. 5 of Information table

[Signature]

RELODGED
21 JAN 2011
TIME: *10:50 AM*

DATE 28 / 10 / 09
dd mm yy

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation:
Authority:
Signature of authorised person:

FOR EXECUTION REFER SIGNING PAGE IN ANNEXURE A

Signature of authorised person:

Name of authorised person:
Office held:

Name of authorised person:
Office held:

I certify that the lessee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the lessee

Signature of witness:

FOR EXECUTION REFER SIGNING PAGE IN ANNEXURE A

Name of witness:

Address of witness:

Note: where applicable, the lessor must complete the statutory declaration below.

(I) STATUTORY DECLARATION *

I,
solemnly and sincerely declare that -

1. The time for the exercise of option _____ in expired lease No. _____ has
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at _____ in the State of New South Wales
on _____ in the presence of -

Signature of witness:

Signature of lessor:

Name of witness:

Address of witness:

Qualification of witness: *[tick one]*

- Justice of the Peace
- Practising Solicitor
- Other *[specify]*

ANNEXURE A – Information table

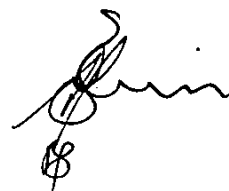
Parties

Name Colleen Susan Smith and Dion Brendan Smith
Short form name ABN 81 768 456 240
Lessor
Notice details 117 Griffith Road, Womboota
Telephone 03 5489 3232
Facsimile
Attention

Name Optus Mobile Pty Limited ACN 054 365 696
Short form name Lessee
Notice details 1 Lyonpark Road, Macquarie Park NSW 2113
Telephone (02) 8082 1620
Facsimile (02) 8082 1299
Attention Manager - Lease Administration
Site code S8275

Items

- Item 1** Premises (clause 1.1)
The area hatched black on the plan forming Annexure B hereto being part of the property known as part Lot 116, Smith Property, 117 Griffith Road, Womboota
- Item 2** Date of Commencement (clause 1.1)
2 November 2019
- Item 3** Date of Expiration (clause 1.1)
1 November 2024
- Item 4** Term (clause 1.1)
Five years
- Item 5** Rent (clause 1.1)
\$4434.92 during the first year of the Term, and increased by 3% compounding annually thereafter for the balance of the Term.



Item 6

Nominated Account (clause 4.4)

Bank: Westpac

Branch:

Account name: Dion and Colleen Smith

BSB number: 733 621

Account number: 600373

Agreed terms

1. Defined terms and interpretation

1.1 Defined terms

In the Lease:

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

Date of Commencement means the date stated in **Item 2**.

Date of Expiration means the date stated in **Item 3**.

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 like tax payable by the Lessor in respect of a supply under the Lease.

Information table means the part of this document described as Information table.

Item means an item appearing in the Information table.

Land means the land in the Certificate of Title referred to on the front page of the Lease.

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

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

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

Lessor means the lessor described on the front page of the Lease and its successors and assigns or, if the Lessor is a natural person, its executors administrators and assigns and in either case its employees, agents and contractors.

Month means calendar month.

Premises means the premises described in **Item 1**.

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

Rent means the amount stated in **Item 5**.

State means the State of the Commonwealth of Australia in which the Land is situated.

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

Term means the term of the Lease set out in **Item 4**.

1.2 Interpretation

In the Lease, unless the context otherwise requires:

- (a) headings and underlinings are for convenience only and do not affect the interpretation of the Lease;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency;
- (e) a reference to any thing includes a part of that thing;
- (f) a reference to a part, clause, party, annexure, exhibit, information table or schedule is a reference to a part and clause of and a party, annexure, exhibit, information table and schedule to the Lease;
- (g) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next succeeding day which is a Business Day;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the Lease or any part of it;
- (i) a covenant or agreement on the part of two or more persons binds them jointly and severally.

2. Implied covenants and powers

2.1 Exclusion of implied covenants

The obligations and powers implied in the Lease by sections 84, 84A and 85 of the *Conveyancing Act 1919* (NSW) are expressly excluded.

2.2 Inclusion of implied covenants

Any covenants and powers implied in the Lease by any law apply to the extent they are consistent with the terms of the Lease.

2.3 Contravention of Statute - severance

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

3. Term of Lease and holding over

3.1 Term of the Lease

The Term commences on the Date of Commencement and expires on the Date of Expiration, subject to the provisions of the Lease.

3.2 Yearly tenancy - holding over

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

4. Payment

4.1 Lessee's Covenant

The Lessee must pay the Rent to the Lessor during the Term.

4.2 Payment of Rent

The Rent will be paid monthly in advance by equal monthly instalments. The first monthly instalment must be paid on or before the Date of Commencement and thereafter on the same day of each month. The monthly instalment is 1/12th of the annual rental rate payable for the year of the Term in which the month falls. The Lessee must pay the Rent to the Lessor or to any other person the Lessor notifies to the Lessee. Any notification must be at least 30 days prior to the date for payment of Rent.

4.3 GST

Provided the Lessor notifies the Lessee that it is registered for GST, the following provisions apply in relation to GST:

- (a) Unless stated to the contrary, all payments to be made by the Lessee under the Lease (including but not limited to Rent) are calculated without regard to GST. If a payment by the Lessee to the Lessor under the Lease is consideration for a supply by the Lessor under the Lease on which the Lessor must pay GST, the Lessee must also pay the Lessor an additional amount equal to the GST payable (**GST Amount**) by the Lessor on that supply.
- (b) The Lessor must issue a tax invoice to the Lessee for any excluded taxable supply made by the Lessor to the Lessee under this Lease before the consideration payable for that supply is due and the Lessee need not pay the GST Amount for a particular excluded taxable supply until such time as the Lessor has issued a tax invoice to the Lessee for that supply.

- (c) The parties agree that the Lessee will issue recipient created tax invoices (**RCTIs**) for the taxable supplies made by the Lessor to the Lessee under this Lease except for any supplies that the parties agree in writing are excluded taxable supplies. As at the date of this Lease the only agreed excluded taxable supplies are those supplies for which the Lessor has already issued a tax invoice to the Lessee. For the purpose of the Lessee issuing RCTIs the parties agree:
- (i) the Lessee may, to the extent it is legally entitled to do so, issue a single RCTI for more than one rental period;
 - (ii) the Lessor will not issue a tax invoice in respect of any supply it makes to the Lessee under this Lease other than an excluded taxable supply;
 - (iii) each party acknowledges and warrants that at the time of entering into this Lease, it is registered for GST; and
 - (iv) each party must notify the other party if, at any time, it ceases to be registered for GST or it ceases to comply with any of the requirements of any taxation ruling issued by the Australian Taxation Office relating to the issuing of RCTIs.
- (d) If a payment to a party under this Lease is a reimbursement or indemnification calculated by reference to a loss, cost or expense incurred by that party, then the payment must be reduced by the amount of any input tax credit to which that party is entitled for the acquisition to which that loss, cost or expense relates.
- (e) If the Lessee notifies the Lessor in writing that the Lessee will no longer issue RCTIs then **clause 4.3(c)** will not apply from the date specified in the notification until the Lessee withdraws the notification by a further written notice to the Lessor. While **clause 4.3(c)** does not apply the parties agree that all taxable supplies made by the Lessor to the Lessee under this Lease are excluded taxable supplies to which **clause 4.3(b)** applies.
- (f) In this **clause 4.3**:
- (i) words or expressions used which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning; and
 - (ii) a reference to the Lessor or Lessee includes their respective GST group representative member (if applicable).

4.4 EFT payments

The Lessee may pay the Rent by Electronic Funds Transfer (**EFT**) to the account nominated in **Item 6**. The Lessor may notify another account in Australia to which payments 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 banker to the relevant nominated account by the due date is a full discharge for the payment.

5. Use of Premises

5.1 Permitted use

The Lessee will use the Premises for the purpose of constructing, maintaining and operating a telecommunications network and telecommunications service.

5.2 Adjoining Land

The Lessor grants to the Lessee the right to use so much of the Land adjoining and adjacent to the Premises or any installation of the Lessee as is reasonably required during installation, erection, construction, dismantling, repair, replacement, renewal, maintenance and operation of the telecommunications network and the telecommunications service. After using the Land adjoining and adjacent to the Premises the Lessee will restore the surface of the Land as so used as near as practicably possible to its state prior to such use by the Lessee to the reasonable satisfaction of the Lessor. The provisions of **clause 7.2** will apply to the exercise by the Lessee of its rights pursuant to this **clause 5.2**.

5.3 Requirements of Government Agencies

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

5.4 Cabling

For the purpose of the operation of the Lessee's telecommunications network and telecommunications service, the Lessor will permit the Lessee to install, maintain, repair, replace and use above or below ground cabling to and from the Premises and where necessary to construct supports for that cabling. In exercising its rights under this clause the Lessee must:

- (a) not cause any lasting material damage to the Land or material interference with the Lessor; and
- (b) restore the surface of the Land as so used as nearly as practicably possible to its state prior to use by the Lessee to the reasonable satisfaction of the Lessor.

The provisions of **clause 7.2** will apply to the exercise by the Lessee of its rights pursuant to this clause.

5.5 Non-contiguous Premises

In the event of parts of the Premises not being contiguous one with the other or the Premises being partly or wholly on the rooftop of a building on the Land the Lessee may run such 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 on which the Premises are situated as are necessary for its safe, continuous and proper use of the Premises but in doing so the Lessee must not cause any material damage to the Land or material interference with the Lessor.

5.6 Guy anchors and guy wires

The Lessor grants the Lessee the right to use so much of the Land adjoining and adjacent to the Premises to place and maintain guy anchors in such positions on the Land and in such numbers as are reasonably required by the Lessee for the purpose of supporting its antenna support structure erected on the Premises and to run guy wires from those guy anchors to its antenna support structure. The Lessor will not use or interfere with the Lessee's guy anchors or guy wires. The provisions of **clause 7.2** will apply to the exercise by the Lessee of its rights pursuant to this clause. The Lessee will fence, at its cost and to the satisfaction of the Lessor, the area

surrounding the guy anchors to have the effect of keeping the Lessor's stock from coming into contact with the said anchors.

6. Access to the Premises

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

7. Insurance, indemnities and release

7.1 Obligation to insure

The Lessee will insure against any loss or damage which is commonly covered by public risk or liability insurance in respect of the Premises.

7.2 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 and occupier of the freehold of the Premises and the Lessee indemnifies and will keep the Lessor indemnified in that regard. Without limitation the Lessee indemnifies the Lessor from all actions, claims, costs and demands in respect of damage or injury to property or persons caused by electromagnetic fields emanating from the Lessee's equipment installed on the Premises.

7.3 Negligence or default of Lessor

The releases, responsibilities and indemnities in **clause 7.2** do not apply to any act, matter, thing or consequence if it arises out of the negligence or default of the Lessor.

8. Installation and maintenance

8.1 Repair and maintenance

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

8.2 Construction and alterations

The Lessee may at the Lessee's option and expense during the Term after complying with the requirements of any Government Agency having jurisdiction in the matter to the extent required by law with the prior consent of the Lessor which consent must not be unreasonably withheld install, erect, construct, dismantle, repair, replace, renew and maintain upon the Premises security fencing and any building or buildings as necessary now or in the future to shelter telecommunications equipment and a free standing monopole, guy tower, multi-sided antenna support structure or other antenna support structure of sufficient height now or in the future to meet the Lessee's telecommunications requirements and all necessary connecting appurtenances.

9. Electricity supply

For the purpose of carrying out the Lessee's use of the Premises the Lessor must at the Lessee's request and at the Lessee's cost:

- (c) provide to the Lessee the ability to connect the Premises to an electricity supply (including making provision for and allowing connection to emergency back up power) and to install on the Land such earthing apparatus as is necessary for the safe continuous use of the Lessee's equipment on the Premises. The supply of this electricity must be made through a dedicated usage meter so that the Lessee is directly accountable to the relevant authority for payment of electricity consumed by it on the Premises; and
- (d) cause to be registered on the title to the Land an easement for electricity purposes, if required by and if so, in favour of, the relevant electricity authority.

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

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

10.2 Effect on rights or liabilities

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

10.3 Lessee to yield up

The Lessee must at the expiration or sooner termination of the Term yield up the Premises in good repair and clean condition fair wear and tear excepted having regard to their condition at the Date of Commencement of the Lease.

10.4 Removal of Lessee's fixtures and chattels

The Lessee must at or prior to the Date of Expiration (unless there is in place after this Lease a further lease between the Lessor and the Lessee, and in any event subject to **clause 14.2**), earlier termination of the Lease or such other date as the Lessor and the Lessee agree in writing remove from the Premises all above ground fixtures, fittings, plant, machinery, cables and other equipment erected or brought by it onto the Premises.

10.5 Termination of holding over

Either the Lessor or the Lessee may terminate the yearly tenancy under **clause 3.2** by giving the other six months' prior written notice.

10.6 Termination of prior leases

If any lease in favour of the Lessee registered on the title to the Land in relation to a period prior to the Term is validly terminated for any reason (other than by effluxion of time), this Lease, without the necessity for any further action on the part of the Lessor or the Lessee, will be automatically terminated.

11. Notices

11.1 Method of service

Any notice to be given under this Lease by one of the parties to the other must be in writing and is given for all purposes by delivery in person, by pre-paid post or by facsimile addressed to the receiving party at the address specified in the notice details in the Information table.

11.2 Time of service

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

11.3 Change of address

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

12. Assignment and subletting

12.1 Lessee not to assign

The Lessee must not assign the Lease except under **clause 12.2** or with the prior written consent of the Lessor under **clause 12.3**.

12.2 Assignment to a Related Body Corporate

The Lessee may from time to time assign the Lease to a Related Body Corporate of the Lessee.

12.3 Assignment

Subject to **clause 12.2** the Lessee may assign the Lease with the prior written consent of the Lessor such consent not to be unreasonably withheld.

12.4 Subletting

The Lessee may sublet, part with or share its right to possession of the Premises upon written notice to the Lessor.

13. 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 Land

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

13.3 Lessor's covenant

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

14. Miscellaneous

14.1 Lessee to pay costs and disbursements

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

14.2 Without prejudice

The Lease is without prejudice to the Lessee's rights under Schedule 3 of the *Telecommunications Act 1997* (Cth).

14.3 Governing law

This Lease is governed by the laws of the State and the Commonwealth of Australia and the Lessor and the Lessee submit to the non-exclusive jurisdiction of the Courts of the State.

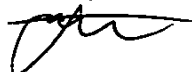
15. Election to terminate

Should the Lessee give to the Lessor notice not later than the date six months prior to the Date of Commencement that it no longer requires to occupy the Premises the provisions of this Lease must forthwith cease to have any effect.

Annexure A - Signing Page

I certify that the lessor, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

Signature of witness:

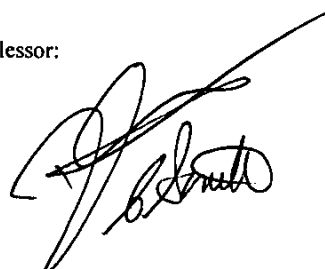


Name of witness: JASON MATTHEW HANKE

Address of witness: 209A ANSTRUTHER STREET, ECHUCA VIC

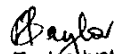
Certified correct for the purposes of the Real Property Act 1900 by the lessee

Signature of lessor:



I certify that the attorney signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

Signature of witness:


Brigitte Taylor, Justice of the Peace
NSW No 114291
Phone: 02 8087 1627

Name of witness:

Address of witness:

1 LyonPark Road Macquarie Park 2113

Certified correct for the purposes of the Real Property Act 1900 by the attorney named below who signed this lease pursuant to the power of attorney specified.

Signature of attorney:


Paul Gerard O'Brien

Attorney's name:

Signing on behalf of: OPTUS MOBILE PTY LIMITED

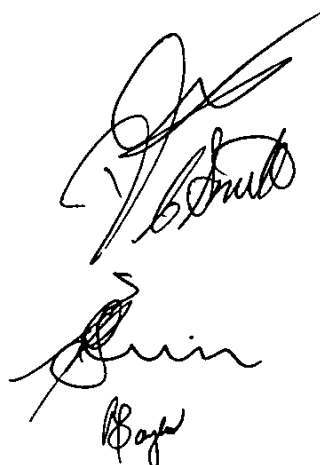
Power of attorney

-Book: 4210

-No: 62

Annexure B – Plan referred to in Item 1

Annexure to Lease of premises known as Part Lot 116, Smith Property, 117 Griffith Road, Womboota



Handwritten signatures, including one that appears to read 'Smith' and another that appears to read 'Boyer'.

"B"

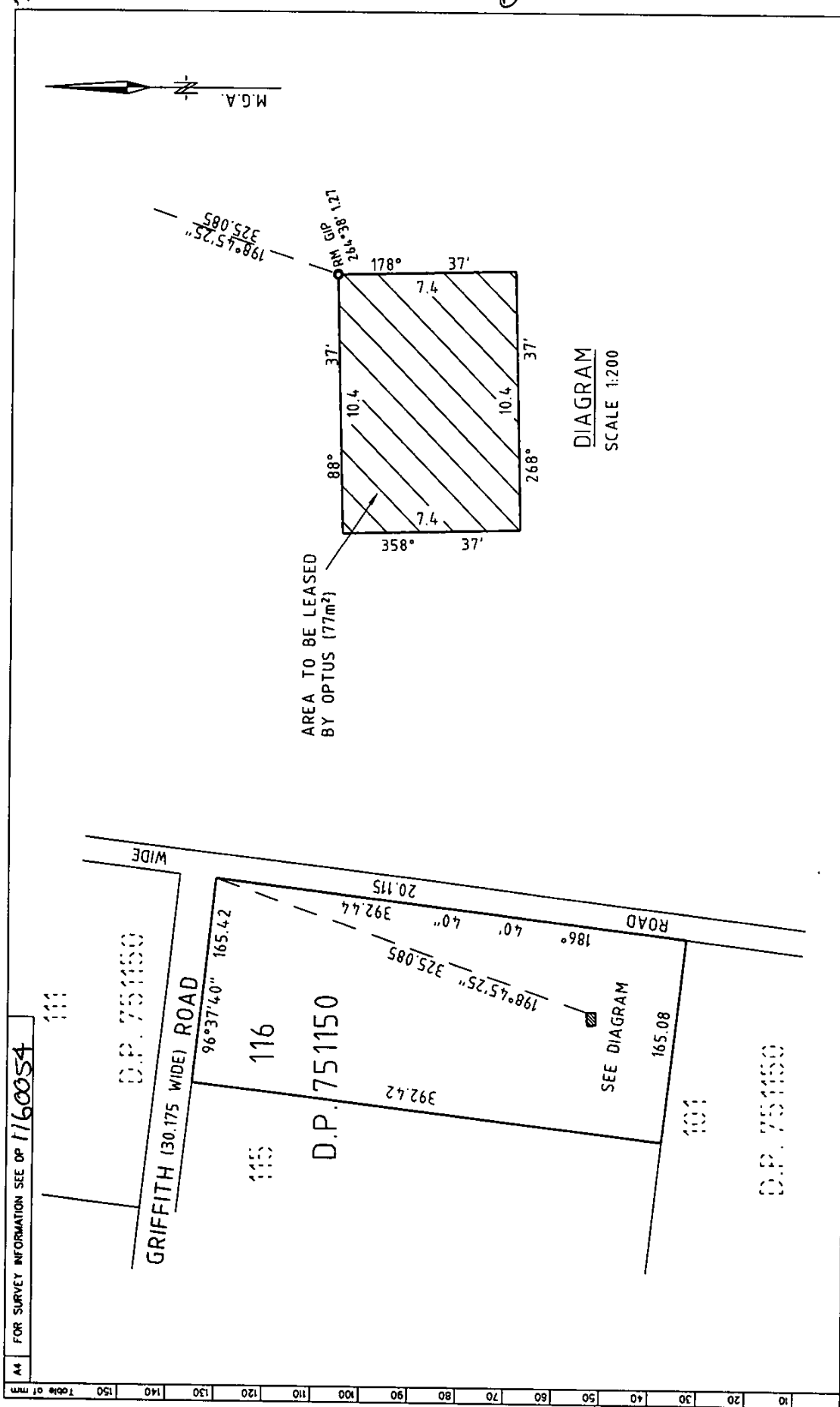


DIAGRAM
SCALE 1:200

A4 FOR SURVEY INFORMATION SEE DP 1160054

CONSULTING SURVEYORS		 aurecon AUSTRALIA PTY. LTD. ABN 54 008 081 873 Level 2, 116 Macquarie Road Sydney NSW 1500 Phone (02) 9465 5599 Fax (02) 9465 5588		NO. 1 AMENDMENT ORIGINAL ISSUE		EY/MI APPD DATE R/S CAC 20/08/09		LCA LOCALITY MURRAY PARISH WOMBODRA COUNTY WARS DISTRICT CARROLL M-3TH & 17TH-CARROLL REF D:\OPTUS\58275\DRAWING\58275-11		SITE ADDRESS GRIFFITH ROAD WOMBODRA NSW	
SITE NUMBER 58275 REDUCTION RATIO 1:4000 SURVEYOR /SURVEY DATE: RLS 04/05/2009		PROJECT NUMBER: 27403-002 14000		TITLE PLAN OF PROPOSED LEASE FOR TELECOMMUNICATION PURPOSES WITHIN LOT 116 IN DP 751150		SHEET 1 OF 1 PLAN No. 58275-11		SITE NAME WOMBODRA			

Raymond
Edmund



Form: 07L
Licence: 03-10-195
Licensee: Gadens Lawyers

LEASE
New South Wales
Real Property Act 1900

AF922440B

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any. *\$97 PLAN FEE*

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises *to registered lease AF922437*
Folio Identifier 116/751150 PART being the area hatched on the plan annexed and marked B

(B) LODGED BY

Delivery Box	Name, Address or DX and Telephone	CODE
<i>M J ARMSTRONG & CO - GADENS</i> <i>54X LLP: 131317K</i>		L
Reference (optional): 29603415		

(C) LESSOR

COLLEEN SUSAN SMITH AND DION BRENDAN SMITH
ABN 81 768456 240

The lessor leases to the lessee the property referred to above.

(D) Encumbrances (if applicable): 1. 2. 3.

(E) LESSEE

OPTUS MOBILE PTY LIMITED ACN 054 365 696

(F) TENANCY:

- (G)**
- TERM** Five years
 - COMMENCING DATE** *2 November 2024*
 - TERMINATING DATE** *1 November 2029*
 - With an **OPTION TO RENEW** for a period of Not applicable set out in Not applicable
 - With an **OPTION TO PURCHASE** set out in clause Not applicable
 - Together with and reserving the **RIGHTS** set out in clause Not applicable
 - Incorporates the provisions or additional material set out in **ANNEXURE(S)** *A and B* hereto
 - Incorporates the provisions set out in **MEMORANDUM** filed / **LEASE** registered in the Department of Lands, Land and Property Information Division No. Not applicable
 - The **RENT** is set out in Item No. 5 of Information table

RELODGED
21 JAN 2011
TIME: 10:50 am

DATE 28 / 10 / 09
dd mm yy

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Corporation:
Authority:
Signature of authorised person:

FOR EXECUTION REFER SIGNING PAGE IN ANNEXURE A

Signature of authorised person:

Name of authorised person:
Office held:

Name of authorised person:
Office held:

I certify that the lessee, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the lessee

Signature of witness:

FOR EXECUTION REFER SIGNING PAGE IN ANNEXURE A

Name of witness:

Address of witness:

Note: where applicable, the lessor must complete the statutory declaration below.

(I) STATUTORY DECLARATION *

I, _____
solemnly and sincerely declare that -

- 1. The time for the exercise of option _____ in expired lease No. _____ has
- 2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at _____ in the State of New South Wales
on _____ in the presence of -

Signature of witness: _____ Signature of lessor: _____

Name of witness:

Address of witness:

- Qualification of witness: *[tick one]*
- Justice of the Peace
 - Practising Solicitor
 - Other *[specify]*

ANNEXURE A – Information table

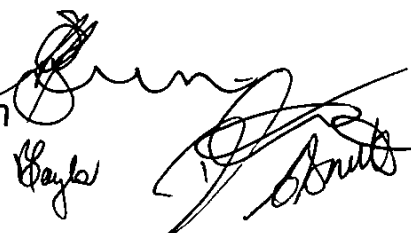
Parties

Name Colleen Susan Smith and Dion Brendan Smith
Short form name ~~ABN 81768456240~~
Lessor
Notice details 117 Griffith Road, Womboota
Telephone 03 5489 3232
Facsimile
Attention

Name Optus Mobile Pty Limited ACN 054 365 696
Short form name Lessee
Notice details 1 Lyonpark Road, Macquarie Park NSW 2113
Telephone (02) 8082 1620
Facsimile (02) 8082 12990
Attention Manager - Lease Administration
Site code S8275

Items

- Item 1** Premises (clause 1.1)
The area hatched black on the plan forming Annexure B hereto being part of the property known as part Lot 116, Smith Property, 117 Griffith Road, Womboota
- Item 2** Date of Commencement (clause 1.1)
2 November 2024
- Item 3** Date of Expiration (clause 1.1)
1 November 2029
- Item 4** Term (clause 1.1)
Five years
- Item 5** Rent (clause 1.1)
\$5,141.29 during the first year of the Term, and increased by 3% compounding annually thereafter for the balance of the Term.



Item 6

Nominated Account (clause 4.4)

Bank: Westpac

Branch:

Account name: Dion and Colleen Smith

BSB number: 733 621

Account number: 600373

Agreed terms

1. Defined terms and interpretation

1.1 Defined terms

In the Lease:

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

Date of Commencement means the date stated in **Item 2**.

Date of Expiration means the date stated in **Item 3**.

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 like tax payable by the Lessor in respect of a supply under the Lease.

Information table means the part of this document described as Information table.

Item means an item appearing in the Information table.

Land means the land in the Certificate of Title referred to on the front page of the Lease.

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

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

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

Lessor means the lessor described on the front page of the Lease and its successors and assigns or, if the Lessor is a natural person, its executors administrators and assigns and in either case its employees, agents and contractors.

Month means calendar month.

Premises means the premises described in **Item 1**.

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

Rent means the amount stated in **Item 5**.

State means the State of the Commonwealth of Australia in which the Land is situated.

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

Term means the term of the Lease set out in **Item 4**.

1.2 Interpretation

In the Lease, unless the context otherwise requires:

- (a) headings and underlinings are for convenience only and do not affect the interpretation of the Lease;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency;
- (e) a reference to any thing includes a part of that thing;
- (f) a reference to a part, clause, party, annexure, exhibit, information table or schedule is a reference to a part and clause of and a party, annexure, exhibit, information table and schedule to the Lease;
- (g) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next succeeding day which is a Business Day;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the Lease or any part of it;
- (i) a covenant or agreement on the part of two or more persons binds them jointly and severally.

2. Implied covenants and powers

2.1 Exclusion of implied covenants

The obligations and powers implied in the Lease by sections 84, 84A and 85 of the *Conveyancing Act 1919* (NSW) are expressly excluded.

2.2 Inclusion of implied covenants

Any covenants and powers implied in the Lease by any law apply to the extent they are consistent with the terms of the Lease.

2.3 Contravention of Statute - severance

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

3. Term of Lease and holding over

3.1 Term of the Lease

The Term commences on the Date of Commencement and expires on the Date of Expiration, subject to the provisions of the Lease.

3.2 Yearly tenancy - holding over

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

4. Payment

4.1 Lessee's Covenant

The Lessee must pay the Rent to the Lessor during the Term.

4.2 Payment of Rent

The Rent will be paid monthly in advance by equal monthly instalments. The first monthly instalment must be paid on or before the Date of Commencement and thereafter on the same day of each month. The monthly instalment is 1/12th of the annual rental rate payable for the year of the Term in which the month falls. The Lessee must pay the Rent to the Lessor or to any other person the Lessor notifies to the Lessee. Any notification must be at least 30 days prior to the date for payment of Rent.

4.3 GST

Provided the Lessor notifies the Lessee that it is registered for GST, the following provisions apply in relation to GST:

- (a) Unless stated to the contrary, all payments to be made by the Lessee under the Lease (including but not limited to Rent) are calculated without regard to GST. If a payment by the Lessee to the Lessor under the Lease is consideration for a supply by the Lessor under the Lease on which the Lessor must pay GST, the Lessee must also pay the Lessor an additional amount equal to the GST payable (**GST Amount**) by the Lessor on that supply.
- (b) The Lessor must issue a tax invoice to the Lessee for any excluded taxable supply made by the Lessor to the Lessee under this Lease before the consideration payable for that supply is due and the Lessee need not pay the GST Amount for a particular excluded taxable supply until such time as the Lessor has issued a tax invoice to the Lessee for that supply.

- (c) The parties agree that the Lessee will issue recipient created tax invoices (**RCTIs**) for the taxable supplies made by the Lessor to the Lessee under this Lease except for any supplies that the parties agree in writing are excluded taxable supplies. As at the date of this Lease the only agreed excluded taxable supplies are those supplies for which the Lessor has already issued a tax invoice to the Lessee. For the purpose of the Lessee issuing RCTIs the parties agree:
- (i) the Lessee may, to the extent it is legally entitled to do so, issue a single RCTI for more than one rental period;
 - (ii) the Lessor will not issue a tax invoice in respect of any supply it makes to the Lessee under this Lease other than an excluded taxable supply;
 - (iii) each party acknowledges and warrants that at the time of entering into this Lease, it is registered for GST; and
 - (iv) each party must notify the other party if, at any time, it ceases to be registered for GST or it ceases to comply with any of the requirements of any taxation ruling issued by the Australian Taxation Office relating to the issuing of RCTIs.
- (d) If a payment to a party under this Lease is a reimbursement or indemnification calculated by reference to a loss, cost or expense incurred by that party, then the payment must be reduced by the amount of any input tax credit to which that party is entitled for the acquisition to which that loss, cost or expense relates.
- (e) If the Lessee notifies the Lessor in writing that the Lessee will no longer issue RCTIs then **clause 4.3(c)** will not apply from the date specified in the notification until the Lessee withdraws the notification by a further written notice to the Lessor. While clause 4.3(c) does not apply the parties agree that all taxable supplies made by the Lessor to the Lessee under this Lease are excluded taxable supplies to which **clause 4.3(b)** applies.
- (f) In this **clause 4.3**:
- (i) words or expressions used which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning; and
 - (ii) a reference to the Lessor or Lessee includes their respective GST group representative member (if applicable).

4.4 EFT payments

The Lessee may pay the Rent by Electronic Funds Transfer (**EFT**) to the account nominated in **Item 6**. The Lessor may notify another account in Australia to which payments 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 banker to the relevant nominated account by the due date is a full discharge for the payment.

5. Use of Premises

5.1 Permitted use

The Lessee will use the Premises for the purpose of constructing, maintaining and operating a telecommunications network and telecommunications service.

5.2 Adjoining Land

The Lessor grants to the Lessee the right to use so much of the Land adjoining and adjacent to the Premises or any installation of the Lessee as is reasonably required during installation, erection, construction, dismantling, repair, replacement, renewal, maintenance and operation of the telecommunications network and the telecommunications service. After using the Land adjoining and adjacent to the Premises the Lessee will restore the surface of the Land as so used as near as practicably possible to its state prior to such use by the Lessee to the reasonable satisfaction of the Lessor. The provisions of **clause 7.2** will apply to the exercise by the Lessee of its rights pursuant to this **clause 5.2**.

5.3 Requirements of Government Agencies

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

5.4 Cabling

For the purpose of the operation of the Lessee's telecommunications network and telecommunications service, the Lessor will permit the Lessee to install, maintain, repair, replace and use above or below ground cabling to and from the Premises and where necessary to construct supports for that cabling. In exercising its rights under this clause the Lessee must:

- (a) not cause any lasting material damage to the Land or material interference with the Lessor; and
- (b) restore the surface of the Land as so used as nearly as practicably possible to its state prior to use by the Lessee to the reasonable satisfaction of the Lessor.

The provisions of **clause 7.2** will apply to the exercise by the Lessee of its rights pursuant to this clause.

5.5 Non-contiguous Premises

In the event of parts of the Premises not being contiguous one with the other or the Premises being partly or wholly on the rooftop of a building on the Land the Lessee may run such 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 on which the Premises are situated as are necessary for its safe, continuous and proper use of the Premises but in doing so the Lessee must not cause any material damage to the Land or material interference with the Lessor.

5.6 Guy anchors and guy wires

The Lessor grants the Lessee the right to use so much of the Land adjoining and adjacent to the Premises to place and maintain guy anchors in such positions on the Land and in such numbers as are reasonably required by the Lessee for the purpose of supporting its antenna support structure erected on the Premises and to run guy wires from those guy anchors to its antenna support structure. The Lessor will not use or interfere with the Lessee's guy anchors or guy wires. The provisions of **clause 7.2** will apply to the exercise by the Lessee of its rights pursuant to this clause. The Lessee will fence, at its cost and to the satisfaction of the Lessor, the area

surrounding the guy anchors to have the effect of keeping the Lessor's stock from coming into contact with the said anchors.

6. Access to the Premises

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

7. Insurance, indemnities and release

7.1 Obligation to insure

The Lessee will insure against any loss or damage which is commonly covered by public risk or liability insurance in respect of the Premises.

7.2 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 and occupier of the freehold of the Premises and the Lessee indemnifies and will keep the Lessor indemnified in that regard. Without limitation the Lessee indemnifies the Lessor from all actions, claims, costs and demands in respect of damage or injury to property or persons caused by electromagnetic fields emanating from the Lessee's equipment installed on the Premises.

7.3 Negligence or default of Lessor

The releases, responsibilities and indemnities in **clause 7.2** do not apply to any act, matter, thing or consequence if it arises out of the negligence or default of the Lessor.

8. Installation and maintenance

8.1 Repair and maintenance

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

8.2 Construction and alterations

The Lessee may at the Lessee's option and expense during the Term after complying with the requirements of any Government Agency having jurisdiction in the matter to the extent required by law with the prior consent of the Lessor which consent must not be unreasonably withheld install, erect, construct, dismantle, repair, replace, renew and maintain upon the Premises security fencing and any building or buildings as necessary now or in the future to shelter telecommunications equipment and a free standing monopole, guy tower, multi-sided antenna support structure or other antenna support structure of sufficient height now or in the future to meet the Lessee's telecommunications requirements and all necessary connecting appurtenances.

9. Electricity supply

For the purpose of carrying out the Lessee's use of the Premises the Lessor must at the Lessee's request and at the Lessee's cost:

- (e) provide to the Lessee the ability to connect the Premises to an electricity supply (including making provision for and allowing connection to emergency back up power) and to install on the Land such earthing apparatus as is necessary for the safe continuous use of the Lessee's equipment on the Premises. The supply of this electricity must be made through a dedicated usage meter so that the Lessee is directly accountable to the relevant authority for payment of electricity consumed by it on the Premises; and
- (f) cause to be registered on the title to the Land an easement for electricity purposes, if required by and if so, in favour of, the relevant electricity authority.

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

then the Lease may be terminated immediately by notice, by the Lessee in the case of subclauses 10.1(a), 10.1(c) and 10.1(d) and by the Lessor in the case of subclause 10.1(b).

10.2 Effect on rights or liabilities

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

10.3 Lessee to yield up

The Lessee must at the expiration or sooner termination of the Term yield up the Premises in good repair and clean condition fair wear and tear excepted having regard to their condition at the Date of Commencement of the Lease.

10.4 Removal of Lessee's fixtures and chattels

The Lessee must at or prior to the Date of Expiration (unless there is in place after this Lease a further lease between the Lessor and the Lessee, and in any event subject to **clause 14.2**), earlier termination of the Lease or such other date as the Lessor and the Lessee agree in writing remove from the Premises all above ground fixtures, fittings, plant, machinery, cables and other equipment erected or brought by it onto the Premises.

10.5 Termination of holding over

Either the Lessor or the Lessee may terminate the yearly tenancy under **clause 3.2** by giving the other six months' prior written notice.

10.6 Termination of prior leases

If any lease in favour of the Lessee registered on the title to the Land in relation to a period prior to the Term is validly terminated for any reason (other than by effluxion of time), this Lease, without the necessity for any further action on the part of the Lessor or the Lessee, will be automatically terminated.

11. Notices

11.1 Method of service

Any notice to be given under this Lease by one of the parties to the other must be in writing and is given for all purposes by delivery in person, by pre-paid post or by facsimile addressed to the receiving party at the address specified in the notice details in the Information table.

11.2 Time of service

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

11.3 Change of address

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

12. Assignment and subletting

12.1 Lessee not to assign

The Lessee must not assign the Lease except under **clause 12.2** or with the prior written consent of the Lessor under **clause 12.3**.

12.2 Assignment to a Related Body Corporate

The Lessee may from time to time assign the Lease to a Related Body Corporate of the Lessee.

12.3 Assignment

Subject to **clause 12.2** the Lessee may assign the Lease with the prior written consent of the Lessor such consent not to be unreasonably withheld.

12.4 Subletting

The Lessee may sublet, part with or share its right to possession of the Premises upon written notice to the Lessor.

13. 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 Land

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

13.3 Lessor's covenant

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

14. Miscellaneous

14.1 Lessee to pay costs and disbursements

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

14.2 Without prejudice

The Lease is without prejudice to the Lessee's rights under Schedule 3 of the *Telecommunications Act 1997* (Cth).

14.3 Governing law

This Lease is governed by the laws of the State and the Commonwealth of Australia and the Lessor and the Lessee submit to the non-exclusive jurisdiction of the Courts of the State.

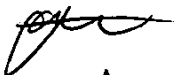
15. Election to terminate

Should the Lessee give to the Lessor notice not later than the date six months prior to the Date of Commencement that it no longer requires to occupy the Premises the provisions of this Lease must forthwith cease to have any effect.

Annexure A - Signing Page

I certify that the lessor, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the lessee

Signature of witness: 


Signature of lessor: 

Name of witness: JASON MATTHEW HANKE

Address of witness: 209A ANSTRUTHER STREET, ECHUCA VIC

I certify that the attorney signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this lease in my presence.

Certified correct for the purposes of the Real Property Act 1900 by the attorney named below who signed this lease pursuant to the power of attorney specified.

Signature of witness: 

Signature of attorney: 

Name of witness: Brigitte Taylor Justice of the Peace
NSW No 114291

Attorney's name: Paul Gerard O'Brien
Signing on behalf of: OPTUS MOBILE PTY LIMITED

Address of witness: Phone: 02 8087 1627

Power of attorney -Book: 4210
-No: 62

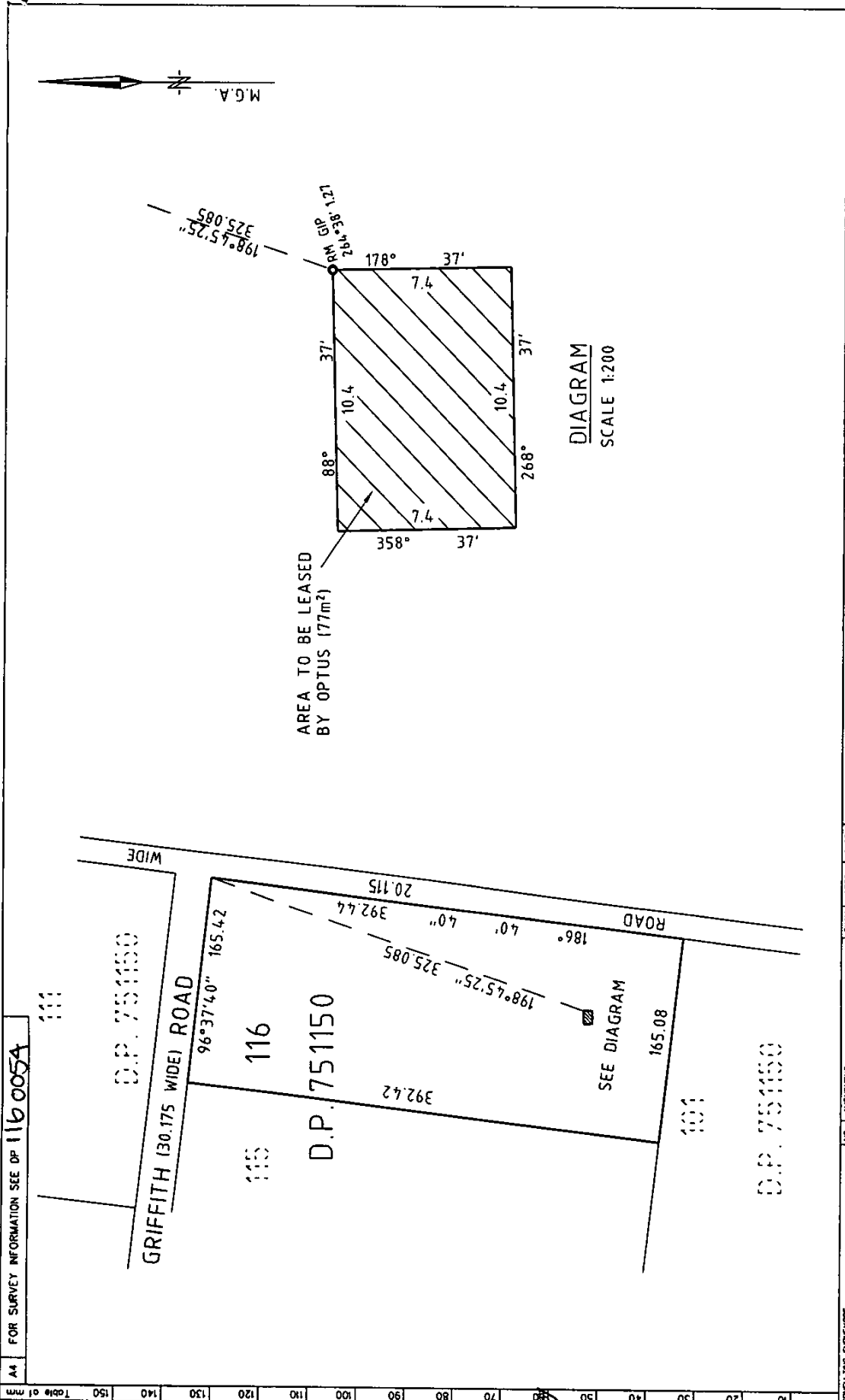
1 LyonPark Road Macquarie Park 2113

Annexure B – Plan referred to in Item 1

Annexure to Lease of premises known as Part Lot 116, Smith Property, 117 Griffith Road, Wombota




Bryce



CONSULTING SURVEYORS		NO. AMENDMENT		FORM	APPD	DATE	LGA		MURRAY		SITE ADDRESS	
1		ORIGINAL ISSUE		RLS	GAC	20/08/09	LOCALITY		WOMBOOTA		GRIFFITH ROAD WOMBOOTA NSW	
SITE NUMBER:		PROJECT NUMBER:		REDUCTION RATIO:		COUNTY		PARISH		TITLE		PLAN OF PROPOSED LEASE FOR TELECOMMUNICATION PURPOSES WITHIN LOT 116 IN DP 751150
58275		27103-002		1:4000		COUNTY		WARR		SITE NAME		
SURVEYOR / SURVEY DATE:		DATE:		RLS		DRAIN		WBU		SHEET 1 OF 1		PLAN No. 58275-11
01/05/2009		01/05/2009		RLS		M-STR 8 (2004) CABELE REF		0-OPTUS582750-DRAWING58275-11				

airecon
 AIRECON AUSTRALIA PTY LTD (ABN 34 008 138 873)
 Level 2, 116 Melbourn Road
 Warragul, Victoria 3599
 Phone (02) 9465 5599
 Fax (02) 9465 5598

A4 FOR SURVEY INFORMATION SEE DP 116 005A

Page 17 of 17
[Handwritten signatures]



Form: 07L
Licence: 03-11-029
Licensee: Ashurst Australia

LEASE

New South Wales
Real Property Act 1900

AJ757938J

RELODGED
- 4 NOV 2015
STAMP DUTY
TIME: 12:58

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

Office of State Revenue use only

RELODGED
TIME: 12:30

*TENANT'S PINNED
I am authorised to make
the alteration 4/11/15*

(A) **TORRENS TITLE**

30 OCT 2015

Property leased: if appropriate, specify the part or premises
Concurrent Lease of part of Lot 116 in Deposited Plan 751150 being the area hatched on the plan included as Annexure B, being foto identifier ~~116/751150~~ included in Lease AF922437
[Signature]

*HARRY STONE
I am authorised to make this change*

(B) **LODGED BY**

Document Collection Box 238N	Name, Address or DX, Telephone, and Customer Account Number if any Customer Account Number: 123155F Ashurst Australia DX 388 Sydney Tel: 02 9258 6000 Reference (optional): DPS \ HST \ 02 3002 8476	CODE L
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(C) **LESSOR**

~~COLLEEN SUSAN SMITH and DON BRENDA SMITH~~
COLLEEN SUSAN SMITH and ~~DON~~ BRENDA SMITH
ABN ~~81 768 456 240~~
[Signature] Colleen Susan Smith
[Signature] Don Brenda Smith

The lessor leases to the lessee the property referred to above.

(D) **ENCUMBRANCES**

(if applicable): 1. AF922438 ✓ 2. AF922439 ✓ 3. AF922440 X

(E) **LESSEE**

IWG-TLA AUSTRALIA PTY LIMITED ACN 605 816 886
TENANCY:

- (G) 1. **TERM** 5 years
2. **COMMENCING DATE** 1 June 2015
3. **TERMINATING DATE** 31 May 2020
4. With an **OPTION TO RENEW** for a period of Not applicable set out in Not applicable
5. With an **OPTION TO PURCHASE** set out in Not applicable
6. Together with and reserving the **RIGHTS** set out in Not applicable
7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** A and B hereto.
8. Incorporates the provisions set out in Not applicable at the Land and Property Management Authority as No. Not applicable
9. The **RENT** is set out in Item 7 of the Reference Schedule

OFF AF922437

DATE 22 / 06 / 2015 .
dd mm yyyy

(H) See page ~~last page~~ 18 of annexure A for execution.

Note: where applicable, the lessor must complete the statutory declaration below.

(I) STATUTORY DECLARATION *

I solemnly and sincerely declare that-

1. The time for the exercise of option to in expired lease No. has ended;
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at in the State of on
in the presence of of

- Justice of the Peace Practising Solicitor Other qualified witness [specify]

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person / I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months / I have confirmed the person's identity using an identification document and the document I relied on was

Signature of witness:

Signature of applicant:

* As the services of a justice of the peace, practising solicitor or other qualified witness cannot be provided at lodgment, the statutory declaration should be signed and witnessed prior to lodgment.

THIS IS THE ANNEXURE "A" REFERRED TO IN THE LEASE BETWEEN COLLEEN SUSAN SMITH AND DION BRENDAN SMITH AS LANDLORD AND IWG-TLA AUSTRALIA PTY LIMITED ACN 605 816 886 AS TENANT DATED 22 June, 2015.

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Two handwritten signatures in black ink. The first signature is on the left and the second is on the right.

THIS DEED is made on 22 June . 2015

BETWEEN:

- (1) The landlord named in Item 2 (the **Landlord**); and
- (2) The tenant named in Item 3 (the **Tenant**).

RECITALS:

- A. The Landlord is registered as the proprietor of an estate in fee simple in the Land.
- B. The Landlord has agreed to grant to the Tenant and the Tenant has agreed to take a concurrent lease of the Premises for the Term at the Rent and on the terms and conditions of this Lease.
- C. The Landlord grants to the Tenant the right to all receipts of rent and other payments relating to the Premises.

THE PARTIES AGREE AS FOLLOWS:

1. GRANT OF LEASE

1.1 Grant

Subject to clause 3 and in consideration of the Tenant's agreement to pay the Rent and to perform its other obligations under this Lease, the Landlord:

- (a) leases the Premises to the Tenant for the Term; and
- (a) grants a licence to the Tenant over the Land (excluding the Premises), which licence is coupled with and runs with the leasehold interest granted to the Tenant under this Lease, to:
 - (i) have unrestricted access (both vehicle and pedestrian) across the Land to and from the Premises at all times; and
 - (ii) lay cables over, under or within the Land to connect services and utilities to the Premises.

1.2 Term

The Term begins on the Commencing Date and ends on the Terminating Date.

1.3 Holding over

- (a) If the Tenant continues to occupy the Premises with the Landlord's consent after the Terminating Date the Tenant is a yearly tenant.
- (b) Subject to this clause 1.3, the yearly tenancy is on the same terms as this Lease, but including any other changes necessary to make the terms appropriate for a yearly tenancy.
- (c) Either party may terminate the yearly tenancy by giving 12 months' written notice to the other ending on any day.

Handwritten signatures and initials, including 'BJ' and 'RDE', are present at the bottom of the page.

2. CONCURRENT LEASE

2.1 Operation

- (a) This Lease is to operate as a concurrent lease in respect of the Existing Leases and has the effect as a lease of the reversion expectant on the determination of the Existing Leases, including the benefit of the obligations imposed on the respective occupiers by the Existing Leases.
- (b) The Tenant accepts the grant of the Lease as a concurrent lease and subject to and with the benefit of the Existing Leases.
- (c) The Landlord and the Tenant acknowledge and agree that:
 - (i) the intended effect of this Lease is for Tenant to have the benefit of each Existing Lease, notwithstanding the Tenant was not a party to the Tenant Lease;
 - (ii) the Tenant is entitled to receive all rents and other moneys payable under the Existing Leases, and to enforce all covenants on the part of the Landlord under the Existing Leases as if the Tenant was itself the landlord under each of the Existing Leases; and
 - (iii) the Tenant is authorised by the Landlord to give a notice directly to the Existing Tenants to remit all rent and other monies payable under the Existing Leases to the Tenant.
- (d) The Landlord must take all necessary steps to ensure that the Tenant has and enjoys the Concurrent Landlord Rights.

2.2 No Superior Rights

The Landlord must not grant a lease which is concurrent or superior to this Lease.

2.3 Landlord's continuing obligations

The Landlord and Tenant acknowledge and agree that despite this Lease being concurrent with the Existing Leases and the Tenant being entitled by operation of law to the Concurrent Landlord Rights:

- (a) the Landlord agrees to remain liable under the Existing Leases for all of the obligations of the landlord under the Existing Leases as if the Landlord had not granted this Lease to the Tenant; and
- (b) for clarity, the Tenant is not responsible for any cleaning, maintenance, repair or replacement whatsoever of the Premises or any improvements which may be erected on the Premises, except in respect of any damage to the Premises to the extent that such damage was caused or contributed to by the Tenant.

3. RENT AND RENT REVIEW

3.1 Payment of Rent

- (a) The Tenant must pay the Rent in Item 7 to the Landlord annually.
- (b) Notwithstanding clause 3.1(a), the parties agree that the Tenant may pay the Prepaid Rent Amount in Item 8 to the Landlord within 14 days after the Commencing Date in full and final satisfaction of the Tenant's obligation to pay the Rent under clause 3.1(a).

3.2 Refund of Prepaid Rent Amount

If the Lease is terminated except by reason of the Tenant's default, the Landlord must, within 30 days of the date of termination, reimburse to the Tenant an amount equal to the proportion of the net present value of the Prepaid Rent Amount attributable to the remaining balance of the Term after the date of termination.

4. LANDLORD'S RIGHTS AND OBLIGATIONS

4.1 Quiet enjoyment

Subject to the Landlord's rights under this Lease, the Tenant may occupy the Premises without interruption by the Landlord.

4.2 Outgoings

- (a) The Landlord must pay the all Outgoings charged or assessed on the Land.
- (b) For clarity, the Tenant is not required to pay and is not responsible for any Outgoings charged or assessed on the Land.

4.3 Availability of Electricity

Subject to delays or stoppages due to repairs, maintenance, strikes, accidents or other unavoidable cause beyond the Landlord's control, the Landlord must use its best endeavours to keep electricity supplied to the Premises at all times during the Term.

4.4 Landlord's right to enter Premises

- (a) Subject to paragraph (b), the Landlord may enter the Premises at all reasonable times, if it gives the Tenant reasonable written notice to enable it to comply with any law or any notice from any Government Agency affecting the Land.
- (b) When exercising its rights under paragraph (a) the Landlord:
 - (i) must use its best endeavours to minimise any disruption to the Tenant;
 - (ii) is not required to give reasonable notice or enter at a reasonable time in the case of an emergency; and
 - (iii) must comply with any of the Tenant's reasonable safety and security requirements.

4.5 Existing Leases

- (a) The Landlord warrants that:
 - (i) copies of all of the Existing Leases have been provided to the Tenant;
 - (ii) the Existing Leases are the only leases or occupancy rights affecting the Premises as at the Commencing Date; and
 - (iii) neither it nor the tenants under the Existing Leases are not default of any of the Existing Leases which would render them liable to be terminated.
- (b) The Landlord acknowledges that on and from the grant of this Lease it has no right to exercise any rights or remedies granted to it as landlord under the Existing Leases and must not enter into any dealings with respect to the Existing Leases, including:

- (i) grant a new lease or licence;
- (ii) consent to an assignment of any Existing Lease;
- (iii) terminate any Existing Lease;
- (iv) accept a surrender of any Existing Lease; or
- (v) vary the terms of any Existing Lease.

4.6 Contamination

The Lessor warrants that, as at the Commencement Date and so far as the Lessor is aware or reasonably should be aware, the Land and the Premises do not contain substances hazardous to health or safety.

5. CAVEAT

5.1 The Landlord consents to the Caveat

The Landlord:

- (a) consents to the Tenant lodging a Caveat on the title to the Land;
- (b) must not apply for the lapsing, cancellation, withdrawal or removal of the Caveat unless the Tenant fails to comply with clause 5.2;
- (c) subject to paragraph (b), must not take any action which would cause the Caveat to lapse or be cancelled, withdrawn or removed; and
- (d) releases the Tenant from, and indemnifies the Tenant in respect of, any Claim or loss suffered or incurred by the Landlord which is caused by the Caveat.

5.2 Tenant's obligation in respect of the Caveat

The Tenant must:

- (a) consent to any dealing by the Landlord with the Land that is not inconsistent with the Tenant's rights under this Lease; and
- (b) lodge a request to withdraw the Caveat with Land and Property Information by no later than one month after the first to occur of:
 - (i) this Lease being registered at Land and Property Information; and
 - (ii) the lawful termination or expiration of this Lease.

6. TENANT'S OBLIGATIONS

6.1 General obligation

- (a) Subject to clause 6.1(b), the Tenant must use the Premises only for the Permitted Use.
- (b) The Tenant and Landlord acknowledge and agree that:
 - (i) the purpose of the grant of this Lease is as security for the financing partnership between the Landlord and Tenant;

- (ii) the Tenant will not construct, install or operate any telecommunications networks or services on the Premises but the Tenant is not liable for the acts of any third party who does these things; and
 - (iii) the Tenant has no yield up or make good obligations in respect of the Premises at the end of the Term.
- (c) The Tenant will use its best endeavors to not cause any disturbance to the Existing Tenant's quiet enjoyment under the Existing Leases.

6.2 Cost and risk of Tenant's obligations

If the Tenant is obliged to do anything under this Lease, it must do so at its cost and at its risk.

6.3 Insurance

During the Term the Tenant must maintain public risk insurance in the amount of \$20 million covering the legal liability of the Tenant to any third party (including to the Landlord).

7. RELEASE AND INDEMNITY

7.1 Release

To the extent permitted by law, the Tenant and the Landlord release each other from any Claim or Loss which a party incurs or is liable for in connection with any damage, loss, injury or death to or of any person or property on the Premises except to the extent that such Claim or Loss has been caused or contributed to by the other party, including by the negligence, recklessness or wilful misconduct of the other party.

7.2 Indemnity

The Tenant and the Landlord must indemnify each other against all Claims or Loss incurred in connection with or as a consequence of:

- (a) any damage, loss, injury or death to the extent caused or contributed to by the other party (including by the negligence, recklessness or wilful misconduct of the other party); and
- (b) any default by the other party under this Lease.

7.3 Resumption

- (a) The Landlord may terminate this Lease by notice to the Tenant if the whole of the Premises is resumed by any Government Agency.
- (b) The Tenant may terminate this Lease by notice to the Landlord if part (but not the whole) of the Premises is resumed by any Government Agency.
- (c) Neither party is liable to the other party if this Lease is terminated under clauses 7.3(a) or 7.3(b).
- (d) The Landlord and Tenant agree to work together to ensure each receive the maximum amount of compensation (if any) to which they may be respectively be entitled at law because of a resumption.

8. DEALINGS

8.1 Dealings by Tenant

- (a) The Tenant may do any of the following without the Landlord's consent:
- (i) assign this Lease or grant a sublease of the Premises;
 - (ii) part with or share possession of the Premises;
 - (iii) grant an Encumbrance over or otherwise deal with the Tenant's interest in the Premises; or
 - (iv) procure anything specified in subparagraphs (i) to (iv).
- (b) If requested by the Landlord, the Tenant and any assignee must enter into a deed in the form the Landlord reasonably requires under which (among other things):
- (i) the assignee agrees to perform all of the Tenant's express and implied obligations under this Lease, including the obligation to indemnify the Landlord; and
 - (ii) the Landlord releases the Tenant from its obligations under the Lease.

8.2 Dealings by the Landlord

The Landlord must not:

- (a) sell, transfer or dispose of its interest in the Land or the Premises unless it has first obtained from the incoming transferee a deed of covenant in favour of the Tenant whereby the incoming transferee agrees to be bound by the terms and conditions of this Lease from the date of the transfer as if it was originally named in and was a party this Lease; or
- (b) subdivide the Premises or Land or convert the title to a strata (or similar) title without the Tenant's consent.

8.3 Directed Subleasing

If during the Term there is Vacant Area, the Tenant may direct and require the Landlord to, and the Landlord must:

- (a) as a tenant, accept a sublease of all or part of the Vacant Area from the Tenant (as the landlord) on the terms and conditions required by the Tenant (acting reasonably), including for a term which expires prior to the Terminating Date; and
- (b) grant a sub-sublease of its interest in the Sublease to a new tenant proposed by the Tenant on the terms and conditions required by the Tenant (acting reasonably), including for a term which expires prior to the terminating date of the Sublease.

9. TERMINATION

9.1 Termination of this Lease

If, at any time during the Term:

- (a) any of the Existing Leases or sub-subleases granted pursuant to clause 8.3(b) are terminated by the relevant tenant; or

- (b) if the Premises are damaged or destroyed so that the Permitted Use cannot be carried out on the Premises,

the Tenant can terminate this Lease by giving the Landlord not less than one month's written notice of termination.

9.2 Termination of prior Leases

If any lease in favour of the Tenant in respect of a period prior to the Term is lawfully terminated for any reason (other than by effluxion of time), this Lease will be automatically terminated.

10. NOTICES

10.1 How to give a notice

A notice, consent or other communication under this Lease is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) either:
 - (i) sent by pre-paid mail (by airmail, if the addressee is overseas) or delivered to that person's address; or
 - (ii) sent by fax to that person's fax number and the machine from which it is sent produces a report that states that it was sent in full without error; or

10.2 When a notice is given

A notice, consent or other communication that complies with this clause is regarded as given and received:

- (a) if it is sent by fax or delivered, if received:
 - (i) by 5.00 pm (local time in the place of receipt) on a Business Day - on that day; or
 - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day - on the next Business Day; and
- (b) if it is sent by mail:
 - (i) within Australia - three Business Days after posting; or
 - (ii) to or from a place outside Australia - seven Business Days after posting.

10.3 Address for notices

A person's address and fax number are those set out below that person's name in the relevant Item in the Reference Schedule, or as the person notifies the sender.

11. GST

- (a) If GST is or will be payable on a supply made under or in connection with this document, to the extent that the consideration otherwise provided for that supply under this document is not stated to include an amount in respect of GST on the supply;

- (i) the consideration otherwise provided for that supply under this document is increased by the amount of that GST; and
 - (ii) the recipient must make payment of the increase as and when the consideration otherwise provided for, or relevant part of it, must be paid or provided for, if the consideration has already been paid or provided, within 7 days of receiving a written demand from the supplier.
- (b) If there is an adjustment event in relation to a supply which results in the amount of GST on a supply being different from the amount in respect of GST already recovered by the supplier, as appropriate, the supplier within 14 days of becoming aware of the adjustment event:
 - (i) may recover from the recipient the amount by which the amount of GST on the supply exceeds the amount already recovered by giving seven days written notice; or
 - (ii) must refund to the recipient the amount by which the amount already recovered exceeds the amount of GST on the supply; and
 - (iii) must issue an adjustment note or tax invoice reflecting the adjustment event in relation to the supply to the recipient within 28 days of the adjustment event
- (c) The right of the supplier to recover any amount in respect of GST under this document is subject to the issuing of the relevant tax invoice or adjustment note to the recipient within the time period within which the recipient is otherwise entitled to the relevant input tax credit.
- (d) Costs actually or estimated to be incurred or revenue actually or estimated to be earned or lost by a party that is required to be reimbursed or indemnified by another party or used as the basis for calculation of consideration for a supply under this document must exclude the amount of GST referable to the cost to the extent to which an entitlement arises or would arise to claim an input tax credit and in relation to revenue must exclude any amount in respect of GST referable to the revenue.
- (e) The parties each indemnify the other against all GST, and losses, liabilities and expenses (including legal liabilities on a full indemnity basis) that the other incurs (directly or indirectly) as a result of a breach of a warranty or other provision in this document relating to GST.

12. GENERAL

12.1 Governing law

- (a) This Lease and any dispute arising out of or in connection with the subject matter of this Lease is governed by the laws of New South Wales.
- (b) Each party submits to the exclusive jurisdiction of the courts of New South Wales, and courts of appeal from them, in respect of any proceedings arising out of or in connection with the subject matter of this Lease.

12.2 Liability for expenses

The Tenant must pay the Landlord's reasonable costs and expenses incurred in connection with:

- (a) the negotiation, preparation, execution, stamping and registration of this Lease;

- (b) any default by the Tenant under this Lease and the enforcement or protection, or attempted enforcement or protection of any right under this Lease; and
- (c) the costs of preparing any plan needed for this Lease.

12.3 Giving effect to this Lease

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this Lease.

12.4 Variation and waiver

- (a) A provision of or a right under this Lease may not be waived or varied except in writing signed by whoever is to be bound.
- (b) The exercise of a right partially or on one occasion does not prevent any further exercise of that right in accordance with the terms of this document. Neither a forbearance to exercise a right nor a delay in the exercise of a right operates as an election between rights or a variation of the terms of this document.

12.5 Operation of this Lease

- (a) Subject to paragraph (b), this Lease contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Lease and has no further effect.
- (b) Any right that a person may have under this Lease is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this Lease which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Lease enforceable, unless this would materially change the intended effect of this Lease.

12.6 No merger

The provisions of this Lease do not merge on termination.

12.7 Expiry or termination

Expiry or termination of this Lease does not affect any rights arising from a breach of this Lease before then.

12.8 Exclusion of legislation

- (a) The covenants, powers and provisions implied in leases by sections 84, 84A, 85 and 86 of the *Conveyancing Act 1919* (NSW) do not apply to this Lease.
- (b) Without limiting paragraph (a), any legislation that adversely affects an obligation of the Tenant, or the exercise by the Landlord of a right or remedy, under or relating to this Lease is excluded to the full extent permitted by law.

12.9 Mitigation

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

13. **DEFINITIONS AND INTERPRETATION**

13.1 **Definitions**

In this Lease unless the contrary intention appears:

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Melbourne.

Claim means, in relation to a person, any claim, cause of action, proceeding, liability, suit or demand made against the person concerned however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Commencing Date means the date specified in Item 6(b).

Concurrent Landlord Rights has the meaning given under clause 2.1(c)(ii).

Encumbrance means:

- (a) any other mortgage, pledge, lien or charge;
- (b) an easement, restrictive covenant, caveat or similar restriction over property; or
- (c) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors in relation to any property.

Existing Leases means the leases and other occupancy arrangements between the Landlord and third parties over all or part of the Premises entered into or existing as at the date of this Lease being:

- (a) Lease No. AF922438 to Optus Mobile Pty Limited ACN 054 365 696 for the part of the Land shown hatched in plan with AF922437, commencing on 2 November 2014 and expiring on 1 November 2019;
- (b) Lease No. AF922439 to Optus Mobile Pty Limited ACN 054 365 696 for the part of the Land shown hatched in plan with AF922437, commencing on 2 November 2019 and expiring on 1 November 2024; and
- (c) Lease No. AF922440 to Optus Mobile Pty Limited ACN 054 365 696 for the part of the Land shown hatched in plan with AF922437, commencing on 2 November 2024 and expiring on 1 November 2029.

Existing Tenants means the tenants under the Existing Leases including the Existing Tenant's successors and assigns.

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person including a statutory corporation; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

GST means the same as "GST" means in the GST Law.

Handwritten signature and initials, possibly 'DE' and 'BS', in black ink.

GST Law means the same as "GST law" means in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Land means the land described in Item 1

Landlord means the party named in Item 2.

Lease means this lease and any equitable lease or common law tenancy evidenced by this lease.

Loss means any damage, loss, costs, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or ascertained, actual or contingent.

Outgoings means all amounts assessable, chargeable, paid or payable or otherwise incurred by the Landlord in respect of the Land or the control, management or maintenance of the Land.

Permitted Use means the use specified in Item 5.

Premises means that part of the Land hatched on the Premises Plan.

Premises Plan means the plan included as Annexure B.

Prepaid Rent Amount means the amount specified in Item 8.

Rent means the annual rent specified in Item 7.

Sublease means a sublease granted by the Tenant (as sublessor) to the Landlord (as sublessee) pursuant to clause 8.3(a).

Tenant means the party named in Item 3.

Term means the term of this Lease as specified in Item 6(a).

Terminating Date means the date specified in Item 6(c).

Vacant Area means that part of the Premises which is not subject to an Existing Lease or a Sublease.

13.2 Rules for interpreting this Lease

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Lease, except where the context makes it clear that a rule is not intended to apply.

(a) A reference to:

- (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (ii) a document (including this Lease) or agreement, or a provision of a document (including this Lease) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
- (iii) a party to this Lease or to any other document or agreement includes a successor in title, permitted substitute or permitted assign of that party;

- (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (g) The words **subsidiary, holding company and related body corporate** have the same meaning as in the Corporations Act.
- (h) A reference to a month is to a calendar month.
- (i) A reference to an **Item** is to the relevant Item in the Reference Schedule.
- (j) A reference to a professional body includes a succeeding body or where there is no succeeding body, a body serving similar objects as nominated by the Landlord.
- (k) A reference to **dollars** or **\$** is to an amount in Australian currency.
- (l) Terms defined in the GST Law have the same meaning in this document unless the context otherwise requires.
- (m) If a party is a member of a GST group, references to GST which the party must pay and to input tax credits which the party is entitled to claim include GST which the representative member of the GST group of which the party is a member must pay and input tax credits to which the representative member is entitled.

13.3 **Non-Business Days**

If the day on or by which a person must do something under this Lease is not a Business Day the person must do it on or by the previous Business Day.

13.4 **Multiple parties**

If a party to this Lease is made up of more than one person, or a term is used in this Lease to refer to more than one party, then unless otherwise specified in this Lease:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or that term is a reference to each of those persons separately.

Reference schedule

ITEM 1

(Clause 13.1)

Land

Lot 116 in Deposited Plan 751150, local government area Murray, parish of Mars, county of Cadell (formerly known as portion 116)
Title Diagram Crown Plan 1108.1817

ITEM 2

(Clause 13.1)

Landlord

Name: Colleen Susan Smith and Dion Brandon Smith
Address: 117 Griffith Road, Womboota, NSW 2113
Fax number: Not applicable

ITEM 3

(Clause 13.1)

Tenant

Name: IWG-TLA Australia Pty Limited
ACN: 605 816 886
Address: Level 2, Riverside Quay, 1 Southbank Boulevard, Southgate Centre, Melbourne, VIC 3006
Fax number: 1-310-306-9309
Attention: Legal Department

ITEM 4

(Clause 13.1)

Premises

Part of the Land hatched on the plan included as Annexure B.

ITEM 5

(Clauses 6.1, 13.1)

Permitted Use

Installation, upgrade, maintaining, replacement and use of telecommunications equipment

ITEM 6

(Clause 1.1, 13.1)

Term

- (a) Five (5) years
- (b) Commencing Date: 1 June 2015
- (c) Terminating Date: 31 May 2020

ITEM 7

(Clause 3.1, 13.1)

Rent

\$5,700.00 for the Term

ITEM 8

(Clause 3.1(b), 3.2, 13.1)

Prepaid Rent Amount

\$5,700.00 (GST exclusive)

Page 17 of 21
bs
DE.

EXECUTED as a Deed

I certify that I am an eligible witness and that the Lessor signed this dealing in my presence.

Justine M Bowman
Signature of witness

JUSTINE MAREE BOWMAN
209A ANSTRUTHER STREET
Name of witness **ECHUCA VIC 3564**

An Australian Legal Practitioner within the meaning of the Legal Profession Act 2004
Address of witness

Certified correct for the purposes of the Real Property Act 1900 by the Lessor.

Colleen Susan Smith
Signature of Lessor

Colleen Susan Smith
Name of Lessor

I certify that I am an eligible witness and that the Lessor signed this dealing in my presence.

Justine M Bowman
Signature of witness

JUSTINE MAREE BOWMAN
209A ANSTRUTHER STREET
Name of witness **ECHUCA VIC 3564**

An Australian Legal Practitioner within the meaning of the Legal Profession Act 2004
Address of witness

Certified correct for the purposes of the Real Property Act 1900 by the Lessor.

Don Brendan Smith
Signature of Lessor

Don Brendan Smith
Name of Lessor

I certify that I am an eligible witness and that the Tenant's attorney signed this dealing in my presence.

X [Signature]
Signature of witness

X DON ERVIN
Name of witness

X 4640 Admiralty Way #1030, Norrish
Address of witness
Del Rey Ct 90292

Certified correct for the purposes of the Real Property Act 1900 by the attorney named below who signed this Lease pursuant to the power of attorney specified.

X [Signature]
Signature of attorney

X JALAL SABA
Attorney name

IWG-TLA Australia Pty Limited ACN 605 816 886
Signing on behalf of

Power of attorney
- Book 4690
- No 295

ANNEXURE B
PREMISES PLAN
(see over page)

Locality: Womboota
LGA: Murray
Parish: Mars
County: Cadell
Scale: 1:2000

PLAN FOR LEASE PURPOSES
WITHIN C.T. FOLIO IDENTIFIER 116/751150

111
DP 751150

GRIFFITH
(30.175 WIDE)
ROAD

MGA



116
DP 751150

C.T. FOLIO IDENTIFIER
116/751150

115
DP 751150

80
DP 751150

392.42

165.42

198°45'25" - 325.085

WIDE

392.44

20.115

ROAD


SEE
PAGE 2

165.08

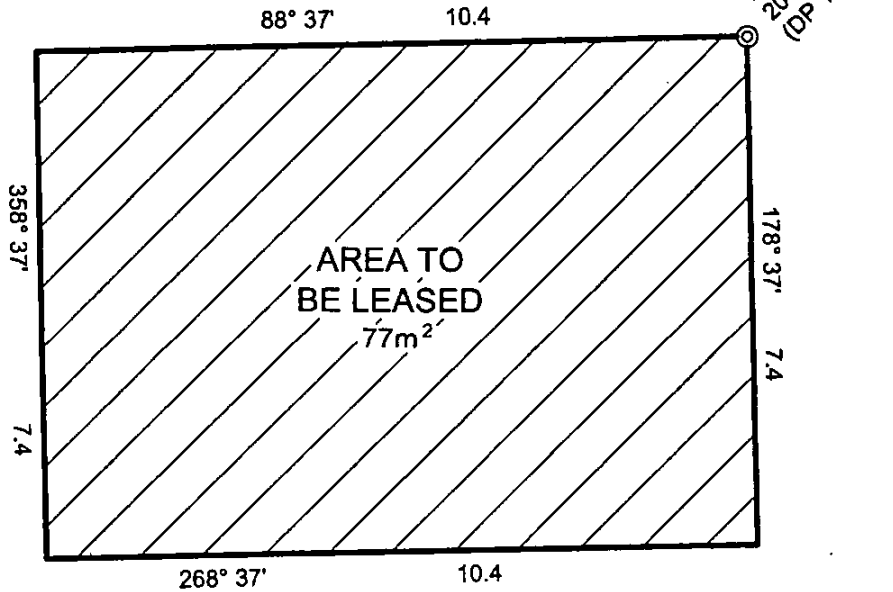
101
DP 751150

ANDREW USHER
REG'D SURVEYOR
26 May 2015

SEE DP 1160054 FOR SURVEY INFORMATION

Locality: Womboota
LGA: Murray
Parish: Mars
County: Cadell
Scale: 1:100

MGA



116
DP 751150

C.T. FOLIO IDENTIFIER
116/751150

ANDREW USHER
REG'D SURVEYOR
26 May 2015

SEE DP 1160054 FOR SURVEY INFORMATION

SIGNATURES AND SEALS OF PARTIES

THIS IS THE PLAN MARKED REFERRED TO IN



LEASE

New South Wales
 Real Property Act 1900

AJ757939G

RELODGED
 Licence: 03-11-029
 Licensee: Ashurst Australia
 - 4 NOV 2015
 12.58
 STAMP DUTY
 TIME:

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

Office of State Revenue use only

RELODGED
 (A) TORRENS TITLE
 TIME: 12:30

Property leased: if appropriate, specify the part or premises
 Concurrent Lease of part of Lot 116 in Deposited Plan 751150 being the area hatched on the plan included as Annexure B attached to Lease No AF922437, being folio identifier 116/751150

Handwritten:
 HARRY STONE
 I am authorised to make this change

Handwritten:
 I am authorised to make this alteration 4/11/15

(B) **LOGGED BY**

Document Collection Box 238N	Name, Address or DX, Telephone, and Customer Account Number if any Customer Account Number: 123155F Ashurst Australia DX 388 Sydney Tel: 02 9258 6000 Reference (optional): DPS \ HST \ 02 3002 8476	CODE L
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(C) **LESSOR**

COLLEEN SUSAN SMITH and ~~DION~~ BRENDAN SMITH
~~ABN 81 768 456 240~~
Handwritten: Dion Brendan Smith
Handwritten: Colleen Susan Smith

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable): 1. ~~AF922438~~ 2. AF922439 ✓ 3. AF922440 ✓

(E) **LESSEE**

IWG-TLA AUSTRALIA PTY LIMITED ACN 605 816 886
TENANCY:

- (G) 1. **TERM** 5 years
 2. **COMMENCING DATE** 1 June 2020
 3. **TERMINATING DATE** 31 May 2025
 4. With an **OPTION TO RENEW** for a period of Not applicable set out in Not applicable
 5. With an **OPTION TO PURCHASE** set out in Not applicable
 6. Together with and reserving the **RIGHTS** set out in Not applicable
 7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** A and B hereto.
 8. Incorporates the provisions set out in Not applicable at the Land and Property Management Authority as No. Not applicable
 9. The **RENT** is set out in Item 7 of the Reference Schedule

DATE 22 / 06 / 2015
dd mm yyyy

(H) See page ~~last page~~ of annexure A for execution.
18

Note: where applicable, the lessor must complete the statutory declaration below.

(I) STATUTORY DECLARATION *

I solemnly and sincerely declare that-

1. The time for the exercise of option to in expired lease No. has ended;
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at in the State of on

in the presence of of

Justice of the Peace Practising Solicitor Other qualified witness [specify]

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person / I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months / I have confirmed the person's identity using an identification document and the document I relied on was

Signature of witness:

Signature of applicant:

* As the services of a justice of the peace, practising solicitor or other qualified witness cannot be provided at lodgment, the statutory declaration should be signed and witnessed prior to lodgment.

THIS IS THE ANNEXURE "A" REFERRED TO IN THE LEASE BETWEEN COLLEEN SUSAN SMITH AND DION BRENDAN SMITH AS LANDLORD AND IWG-TLA AUSTRALIA PTY LIMITED ACN 605 816 886 AS TENANT DATED 22 June, 2015.

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DS *9/5/15*
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Schedule

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THIS DEED is made on 22 June 2015

BETWEEN:

- (1) The landlord named in Item 2 (the **Landlord**); and
- (2) The tenant named in Item 3 (the **Tenant**).

RECITALS:

- A. The Landlord is registered as the proprietor of an estate in fee simple in the Land.
- B. The Landlord has agreed to grant to the Tenant and the Tenant has agreed to take a concurrent lease of the Premises for the Term at the Rent and on the terms and conditions of this Lease.
- C. The Landlord grants to the Tenant the right to all receipts of rent and other payments relating to the Premises.

THE PARTIES AGREE AS FOLLOWS:

1. GRANT OF LEASE

1.1 Grant

Subject to clause 3 and in consideration of the Tenant's agreement to pay the Rent and to perform its other obligations under this Lease, the Landlord:

- (a) leases the Premises to the Tenant for the Term; and
- (a) grants a licence to the Tenant over the Land (excluding the Premises), which licence is coupled with and runs with the leasehold interest granted to the Tenant under this Lease, to:
 - (i) have unrestricted access (both vehicle and pedestrian) across the Land to and from the Premises at all times; and
 - (ii) lay cables over, under or within the Land to connect services and utilities to the Premises.

1.2 Term

The Term begins on the Commencing Date and ends on the Terminating Date.

1.3 Holding over

- (a) If the Tenant continues to occupy the Premises with the Landlord's consent after the Terminating Date the Tenant is a yearly tenant.
- (b) Subject to this clause 1.3, the yearly tenancy is on the same terms as this Lease, but including any other changes necessary to make the terms appropriate for a yearly tenancy.
- (c) Either party may terminate the yearly tenancy by giving 12 months' written notice to the other ending on any day.

Handwritten signature and initials in black ink, appearing to be 'BD' and 'JS' with a flourish.

2. CONCURRENT LEASE

2.1 Operation

- (a) This Lease is to operate as a concurrent lease in respect of the Existing Leases and has the effect as a lease of the reversion expectant on the determination of the Existing Leases, including the benefit of the obligations imposed on the respective occupiers by the Existing Leases.
- (b) The Tenant accepts the grant of the Lease as a concurrent lease and subject to and with the benefit of the Existing Leases.
- (c) The Landlord and the Tenant acknowledge and agree that:
 - (i) the intended effect of this Lease is for Tenant to have the benefit of each Existing Lease, notwithstanding the Tenant was not a party to the Tenant Lease;
 - (ii) the Tenant is entitled to receive all rents and other moneys payable under the Existing Leases, and to enforce all covenants on the part of the Landlord under the Existing Leases as if the Tenant was itself the landlord under each of the Existing Leases; and
 - (iii) the Tenant is authorised by the Landlord to give a notice directly to the Existing Tenants to remit all rent and other monies payable under the Existing Leases to the Tenant.
- (d) The Landlord must take all necessary steps to ensure that the Tenant has and enjoys the Concurrent Landlord Rights.

2.2 No Superior Rights

The Landlord must not grant a lease which is concurrent or superior to this Lease.

2.3 Landlord's continuing obligations

The Landlord and Tenant acknowledge and agree that despite this Lease being concurrent with the Existing Leases and the Tenant being entitled by operation of law to the Concurrent Landlord Rights:

- (a) the Landlord agrees to remain liable under the Existing Leases for all of the obligations of the landlord under the Existing Leases as if the Landlord had not granted this Lease to the Tenant; and
- (b) for clarity, the Tenant is not responsible for any cleaning, maintenance, repair or replacement whatsoever of the Premises or any improvements which may be erected on the Premises, except in respect of any damage to the Premises to the extent that such damage was caused or contributed to by the Tenant.

3. RENT AND RENT REVIEW

3.1 Payment of Rent

- (a) The Tenant must pay the Rent in Item 7 to the Landlord annually.
- (b) Notwithstanding clause 3.1(a), the parties agree that the Tenant may pay the Prepaid Rent Amount in Item 8 to the Landlord within 14 days after the Commencing Date in full and final satisfaction of the Tenant's obligation to pay the Rent under clause 3.1(a).

3.2 Refund of Prepaid Rent Amount

If the Lease is terminated except by reason of the Tenant's default, the Landlord must, within 30 days of the date of termination, reimburse to the Tenant an amount equal to the proportion of the net present value of the Prepaid Rent Amount attributable to the remaining balance of the Term after the date of termination.

4. LANDLORD'S RIGHTS AND OBLIGATIONS

4.1 Quiet enjoyment

Subject to the Landlord's rights under this Lease, the Tenant may occupy the Premises without interruption by the Landlord.

4.2 Outgoings

- (a) The Landlord must pay the all Outgoings charged or assessed on the Land.
- (b) For clarity, the Tenant is not required to pay and is not responsible for any Outgoings charged or assessed on the Land.

4.3 Availability of Electricity

Subject to delays or stoppages due to repairs, maintenance, strikes, accidents or other unavoidable cause beyond the Landlord's control, the Landlord must use its best endeavours to keep electricity supplied to the Premises at all times during the Term.

4.4 Landlord's right to enter Premises

- (a) Subject to paragraph (b), the Landlord may enter the Premises at all reasonable times, if it gives the Tenant reasonable written notice to enable it to comply with any law or any notice from any Government Agency affecting the Land.
- (b) When exercising its rights under paragraph (a) the Landlord:
 - (i) must use its best endeavours to minimise any disruption to the Tenant;
 - (ii) is not required to give reasonable notice or enter at a reasonable time in the case of an emergency; and
 - (iii) must comply with any of the Tenant's reasonable safety and security requirements.

4.5 Existing Leases

- (a) The Landlord warrants that:
 - (i) copies of all of the Existing Leases have been provided to the Tenant;
 - (ii) the Existing Leases are the only leases or occupancy rights affecting the Premises as at the Commencing Date; and
 - (iii) neither it nor the tenants under the Existing Leases are not default of any of the Existing Leases which would render them liable to be terminated.
- (b) The Landlord acknowledges that on and from the grant of this Lease it has no right to exercise any rights or remedies granted to it as landlord under the Existing Leases and must not enter into any dealings with respect to the Existing Leases, including:

- (i) grant a new lease or licence;
- (ii) consent to an assignment of any Existing Lease;
- (iii) terminate any Existing Lease;
- (iv) accept a surrender of any Existing Lease; or
- (v) vary the terms of any Existing Lease.

4.6 Contamination

The Lessor warrants that, as at the Commencement Date and so far as the Lessor is aware or reasonably should be aware, the Land and the Premises do not contain substances hazardous to health or safety.

5. CAVEAT

5.1 The Landlord consents to the Caveat

The Landlord:

- (a) consents to the Tenant lodging a Caveat on the title to the Land;
- (b) must not apply for the lapsing, cancellation, withdrawal or removal of the Caveat unless the Tenant fails to comply with clause 5.2;
- (c) subject to paragraph (b), must not take any action which would cause the Caveat to lapse or be cancelled, withdrawn or removed; and
- (d) releases the Tenant from, and indemnifies the Tenant in respect of, any Claim or loss suffered or incurred by the Landlord which is caused by the Caveat.

5.2 Tenant's obligation in respect of the Caveat

The Tenant must:

- (a) consent to any dealing by the Landlord with the Land that is not inconsistent with the Tenant's rights under this Lease; and
- (b) lodge a request to withdraw the Caveat with Land and Property Information by no later than one month after the first to occur of:
 - (i) this Lease being registered at Land and Property Information; and
 - (ii) the lawful termination or expiration of this Lease.

6. TENANT'S OBLIGATIONS

6.1 General obligation

- (a) Subject to clause 6.1(b), the Tenant must use the Premises only for the Permitted Use.
- (b) The Tenant and Landlord acknowledge and agree that:
 - (i) the purpose of the grant of this Lease is as security for the financing partnership between the Landlord and Tenant;

- (ii) the Tenant will not construct, install or operate any telecommunications networks or services on the Premises but the Tenant is not liable for the acts of any third party who does these things; and
 - (iii) the Tenant has no yield up or make good obligations in respect of the Premises at the end of the Term.
- (c) The Tenant will use its best endeavors to not cause any disturbance to the Existing Tenant's quiet enjoyment under the Existing Leases.

6.2 Cost and risk of Tenant's obligations

If the Tenant is obliged to do anything under this Lease, it must do so at its cost and at its risk.

6.3 Insurance

During the Term the Tenant must maintain public risk insurance in the amount of \$20 million covering the legal liability of the Tenant to any third party (including to the Landlord).

7. RELEASE AND INDEMNITY

7.1 Release

To the extent permitted by law, the Tenant and the Landlord release each other from any Claim or Loss which a party incurs or is liable for in connection with any damage, loss, injury or death to or of any person or property on the Premises except to the extent that such Claim or Loss has been caused or contributed to by the other party, including by the negligence, recklessness or wilful misconduct of the other party.

7.2 Indemnity

The Tenant and the Landlord must indemnify each other against all Claims or Loss incurred in connection with or as a consequence of:

- (a) any damage, loss, injury or death to the extent caused or contributed to by the other party (including by the negligence, recklessness or wilful misconduct of the other party); and
- (b) any default by the other party under this Lease.

7.3 Resumption

- (a) The Landlord may terminate this Lease by notice to the Tenant if the whole of the Premises is resumed by any Government Agency.
- (b) The Tenant may terminate this Lease by notice to the Landlord if part (but not the whole) of the Premises is resumed by any Government Agency.
- (c) Neither party is liable to the other party if this Lease is terminated under clauses 7.3(a) or 7.3(b).
- (d) The Landlord and Tenant agree to work together to ensure each receive the maximum amount of compensation (if any) to which they may be respectively be entitled at law because of a resumption.

8. DEALINGS

8.1 Dealings by Tenant

- (a) The Tenant may do any of the following without the Landlord's consent:
- (i) assign this Lease or grant a sublease of the Premises;
 - (ii) part with or share possession of the Premises;
 - (iii) grant an Encumbrance over or otherwise deal with the Tenant's interest in the Premises; or
 - (iv) procure anything specified in subparagraphs (i) to (iv).
- (b) If requested by the Landlord, the Tenant and any assignee must enter into a deed in the form the Landlord reasonably requires under which (among other things):
- (i) the assignee agrees to perform all of the Tenant's express and implied obligations under this Lease, including the obligation to indemnify the Landlord; and
 - (ii) the Landlord releases the Tenant from its obligations under the Lease.

8.2 Dealings by the Landlord

The Landlord must not:

- (a) sell, transfer or dispose of its interest in the Land or the Premises unless it has first obtained from the incoming transferee a deed of covenant in favour of the Tenant whereby the incoming transferee agrees to be bound by the terms and conditions of this Lease from the date of the transfer as if it was originally named in and was a party this Lease; or
- (b) subdivide the Premises or Land or convert the title to a strata (or similar) title without the Tenant's consent.

8.3 Directed Subleasing

If during the Term there is Vacant Area, the Tenant may direct and require the Landlord to, and the Landlord must:

- (a) as a tenant, accept a sublease of all or part of the Vacant Area from the Tenant (as the landlord) on the terms and conditions required by the Tenant (acting reasonably), including for a term which expires prior to the Terminating Date; and
- (b) grant a sub-sublease of its interest in the Sublease to a new tenant proposed by the Tenant on the terms and conditions required by the Tenant (acting reasonably), including for a term which expires prior to the terminating date of the Sublease.

9. TERMINATION

9.1 Termination of this Lease

If, at any time during the Term:

- (a) any of the Existing Leases or sub-subleases granted pursuant to clause 8.3(b) are terminated by the relevant tenant; or

- (b) if the Premises are damaged or destroyed so that the Permitted Use cannot be carried out on the Premises,

the Tenant can terminate this Lease by giving the Landlord not less than one month's written notice of termination.

9.2 Termination of prior Leases

If any lease in favour of the Tenant in respect of a period prior to the Term is lawfully terminated for any reason (other than by effluxion of time), this Lease will be automatically terminated.

10. NOTICES

10.1 How to give a notice

A notice, consent or other communication under this Lease is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) either:
 - (i) sent by pre-paid mail (by airmail, if the addressee is overseas) or delivered to that person's address; or
 - (ii) sent by fax to that person's fax number and the machine from which it is sent produces a report that states that it was sent in full without error; or

10.2 When a notice is given

A notice, consent or other communication that complies with this clause is regarded as given and received:

- (a) if it is sent by fax or delivered, if received:
 - (i) by 5.00 pm (local time in the place of receipt) on a Business Day - on that day; or
 - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day - on the next Business Day; and
- (b) if it is sent by mail:
 - (i) within Australia - three Business Days after posting; or
 - (ii) to or from a place outside Australia - seven Business Days after posting.

10.3 Address for notices

A person's address and fax number are those set out below that person's name in the relevant Item in the Reference Schedule, or as the person notifies the sender.

11. GST

- (a) If GST is or will be payable on a supply made under or in connection with this document, to the extent that the consideration otherwise provided for that supply under this document is not stated to include an amount in respect of GST on the supply;

- (i) the consideration otherwise provided for that supply under this document is increased by the amount of that GST; and
 - (ii) the recipient must make payment of the increase as and when the consideration otherwise provided for, or relevant part of it, must be paid or provided for, if the consideration has already been paid or provided, within 7 days of receiving a written demand from the supplier.
- (b) If there is an adjustment event in relation to a supply which results in the amount of GST on a supply being different from the amount in respect of GST already recovered by the supplier, as appropriate, the supplier within 14 days of becoming aware of the adjustment event:
- (i) may recover from the recipient the amount by which the amount of GST on the supply exceeds the amount already recovered by giving seven days written notice; or
 - (ii) must refund to the recipient the amount by which the amount already recovered exceeds the amount of GST on the supply; and
 - (iii) must issue an adjustment note or tax invoice reflecting the adjustment event in relation to the supply to the recipient within 28 days of the adjustment event
- (c) The right of the supplier to recover any amount in respect of GST under this document is subject to the issuing of the relevant tax invoice or adjustment note to the recipient within the time period within which the recipient is otherwise entitled to the relevant input tax credit.
- (d) Costs actually or estimated to be incurred or revenue actually or estimated to be earned or lost by a party that is required to be reimbursed or indemnified by another party or used as the basis for calculation of consideration for a supply under this document must exclude the amount of GST referable to the cost to the extent to which an entitlement arises or would arise to claim an input tax credit and in relation to revenue must exclude any amount in respect of GST referable to the revenue.
- (e) The parties each indemnify the other against all GST, and losses, liabilities and expenses (including legal liabilities on a full indemnity basis) that the other incurs (directly or indirectly) as a result of a breach of a warranty or other provision in this document relating to GST.

12. GENERAL

12.1 Governing law

- (a) This Lease and any dispute arising out of or in connection with the subject matter of this Lease is governed by the laws of New South Wales.
- (b) Each party submits to the exclusive jurisdiction of the courts of New South Wales, and courts of appeal from them, in respect of any proceedings arising out of or in connection with the subject matter of this Lease.

12.2 Liability for expenses

The Tenant must pay the Landlord's reasonable costs and expenses incurred in connection with:

- (a) the negotiation, preparation, execution, stamping and registration of this Lease;

- (b) any default by the Tenant under this Lease and the enforcement or protection, or attempted enforcement or protection of any right under this Lease; and
- (c) the costs of preparing any plan needed for this Lease.

12.3 Giving effect to this Lease

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this Lease.

12.4 Variation and waiver

- (a) A provision of or a right under this Lease may not be waived or varied except in writing signed by whoever is to be bound.
- (b) The exercise of a right partially or on one occasion does not prevent any further exercise of that right in accordance with the terms of this document. Neither a forbearance to exercise a right nor a delay in the exercise of a right operates as an election between rights or a variation of the terms of this document.

12.5 Operation of this Lease

- (a) Subject to paragraph (b), this Lease contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Lease and has no further effect.
- (b) Any right that a person may have under this Lease is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this Lease which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Lease enforceable, unless this would materially change the intended effect of this Lease.

12.6 No merger

The provisions of this Lease do not merge on termination.

12.7 Expiry or termination

Expiry or termination of this Lease does not affect any rights arising from a breach of this Lease before then.

12.8 Exclusion of legislation

- (a) The covenants, powers and provisions implied in leases by sections 84, 84A, 85 and 86 of the *Conveyancing Act 1919* (NSW) do not apply to this Lease.
- (b) Without limiting paragraph (a), any legislation that adversely affects an obligation of the Tenant, or the exercise by the Landlord of a right or remedy, under or relating to this Lease is excluded to the full extent permitted by law.

12.9 Mitigation

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

13. DEFINITIONS AND INTERPRETATION

13.1 Definitions

In this Lease unless the contrary intention appears:

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Melbourne.

Claim means, in relation to a person, any claim, cause of action, proceeding, liability, suit or demand made against the person concerned however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Commencing Date means the date specified in Item 6(b).

Concurrent Landlord Rights has the meaning given under clause 2.1(c)(ii).

Encumbrance means:

- (a) any other mortgage, pledge, lien or charge;
- (b) an easement, restrictive covenant, caveat or similar restriction over property; or
- (c) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors in relation to any property.

Existing Leases means the leases and other occupancy arrangements between the Landlord and third parties over all or part of the Premises entered into or existing as at the date of this Lease being:

- (a) Lease No. AF922438 to Optus Mobile Pty Limited ACN 054 365 696 for the part of the Land shown hatched in plan with AF922437, commencing on 2 November 2014 and expiring on 1 November 2019;
- (b) Lease No. AF922439 to Optus Mobile Pty Limited ACN 054 365 696 for the part of the Land shown hatched in plan with AF922437, commencing on 2 November 2019 and expiring on 1 November 2024; and
- (c) Lease No. AF922440 to Optus Mobile Pty Limited ACN 054 365 696 for the part of the Land shown hatched in plan with AF922437, commencing on 2 November 2024 and expiring on 1 November 2029.

Existing Tenants means the tenants under the Existing Leases including the Existing Tenant's successors and assigns.

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person including a statutory corporation; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

GST means the same as "GST" means in the GST Law.

Handwritten signatures and initials:
A large stylized signature, possibly "AF", and the initials "SDE" written vertically next to it.

GST Law means the same as "GST law" means in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Land means the land described in Item 1

Landlord means the party named in Item 2.

Lease means this lease and any equitable lease or common law tenancy evidenced by this lease.

Loss means any damage, loss, costs, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or ascertained, actual or contingent.

Outgoings means all amounts assessable, chargeable, paid or payable or otherwise incurred by the Landlord in respect of the Land or the control, management or maintenance of the Land.

Permitted Use means the use specified in Item 5.

Premises means that part of the Land hatched on the Premises Plan.

Premises Plan means the plan included as Annexure B.

Prepaid Rent Amount means the amount specified in Item 8.

Rent means the annual rent specified in Item 7.

Sublease means a sublease granted by the Tenant (as sublessor) to the Landlord (as sublessee) pursuant to clause 8.3(a).

Tenant means the party named in Item 3.

Term means the term of this Lease as specified in Item 6(a).

Terminating Date means the date specified in Item 6(c).

Vacant Area means that part of the Premises which is not subject to an Existing Lease or a Sublease.

13.2 Rules for interpreting this Lease

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Lease, except where the context makes it clear that a rule is not intended to apply.

(a) A reference to:

- (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (ii) a document (including this Lease) or agreement, or a provision of a document (including this Lease) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
- (iii) a party to this Lease or to any other document or agreement includes a successor in title, permitted substitute or permitted assign of that party;

- (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (g) The words **subsidiary**, **holding company** and **related body corporate** have the same meaning as in the Corporations Act.
- (h) A reference to a month is to a calendar month.
- (i) A reference to an **Item** is to the relevant Item in the Reference Schedule.
- (j) A reference to a professional body includes a succeeding body or where there is no succeeding body, a body serving similar objects as nominated by the Landlord.
- (k) A reference to **dollars** or **\$** is to an amount in Australian currency.
- (l) Terms defined in the GST Law have the same meaning in this document unless the context otherwise requires.
- (m) If a party is a member of a GST group, references to GST which the party must pay and to input tax credits which the party is entitled to claim include GST which the representative member of the GST group of which the party is a member must pay and input tax credits to which the representative member is entitled.

13.3 **Non-Business Days**

If the day on or by which a person must do something under this Lease is not a Business Day the person must do it on or by the previous Business Day.

13.4 **Multiple parties**

If a party to this Lease is made up of more than one person, or a term is used in this Lease to refer to more than one party, then unless otherwise specified in this Lease:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or that term is a reference to each of those persons separately.

Reference schedule

ITEM 1

(Clause 13.1)

Land

Lot 116 in Deposited Plan 751150, local government area Murray, parish of Mars, county of Cadell (formerly known as portion 116)
Title Diagram Crown Plan 1108.1817

ITEM 2

(Clause 13.1)

Landlord

Name: Colleen Susan Smith and Dion Brandon Smith
Address: 117 Griffith Road, Womboota, NSW 2113
Fax number: Not applicable

ITEM 3

(Clause 13.1)

Tenant

Name: IWG-TLA Australia Pty Limited
ACN: 605 816 886
Address: Level 2, Riverside Quay, 1 Southbank Boulevard, Southgate Centre, Melbourne, VIC 3006
Fax number: 1-310-306-9309
Attention: Legal Department

ITEM 4

(Clause 13.1)

Premises

Part of the Land hatched on the plan included as Annexure B.

ITEM 5

(Clauses 6.1, 13.1)

Permitted Use

Installation, upgrade, maintaining, replacement and use of telecommunications equipment

ITEM 6

(Clause 1.1, 13.1)

Term

- (a) Five (5) years
- (b) Commencing Date: 1 June 2020
- (c) Terminating Date: 31 May 2025

ITEM 7

(Clause 3.1, 13.1)

Rent

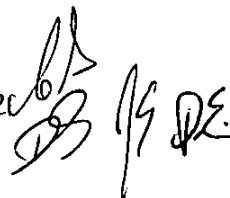
\$5,700.00 for the Term

ITEM 8

(Clause 3.1(b), 3.2, 13.1)

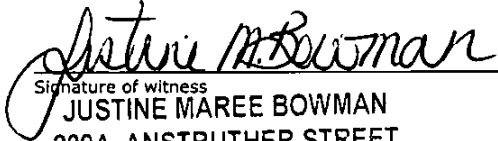
Prepaid Rent Amount

\$5,700.00 (GST exclusive)

Page 17 of 20


EXECUTED as a Deed


I certify that I am an eligible witness and that the Lessor signed this dealing in my presence.


Signature of witness
JUSTINE MAREE BOWMAN
209A ANSTRUTHER STREET
ECHUCA VIC 3564

An Australian Legal Practitioner within the meaning of the Legal Profession Act 2004


Address of witness

Certified correct for the purposes of the Real Property Act 1900 by the Lessor.


Signature of Lessor

Colleen Susan Smith
Name of Lessor


I certify that I am an eligible witness and that the Lessor signed this dealing in my presence.


Signature of witness
JUSTINE MAREE BOWMAN
209A ANSTRUTHER STREET
ECHUCA VIC 3564

An Australian Legal Practitioner within the meaning of the Legal Profession Act 2004

Address of witness

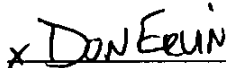
Certified correct for the purposes of the Real Property Act 1900 by the Lessor.


Signature of Lessor

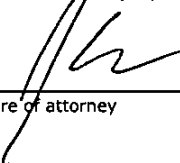
Don Brendan Smith
Name of Lessor

I certify that I am an eligible witness and that the Tenant's attorney signed this dealing in my presence.


Signature of witness


Name of witness

Certified correct for the purposes of the Real Property Act 1900 by the attorney named below who signed this Lease pursuant to the power of attorney specified.


Signature of attorney

X **JARED SABA**
Attorney name

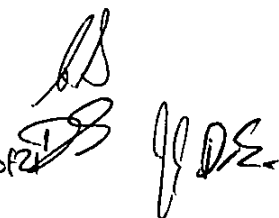
IWG-TLA Australia Pty Limited ACN 605 816 886
Signing on behalf of

X4640 Admiralty Way #1030 Nariny Del Ecly
Address of witness
Ch. 90292

Power of attorney

- Book **4690**
- No **295**

ANNEXURE B
PREMISES PLAN
(see over page)

page 19 of 21
Handwritten signatures and initials, including 'AS', 'ES', and 'JF DS'.

Locality: Womboota
LGA: Murray
Parish: Mars
County: Cadell
Scale: 1:2000

PLAN FOR LEASE PURPOSES
WITHIN C.T. FOLIO IDENTIFIER 116/751150

111
DP 751150

GRIFFITH
(30.175 WIDE)
ROAD

MGA



116
DP 751150

C.T. FOLIO IDENTIFIER
116/751150

115
DP 751150

80
DP 751150

392.42

165.42

198°45'25" - 325.085

WIDE

20.115

392.44

ROAD

SEE
PAGE 2

165.08

101
DP 751150

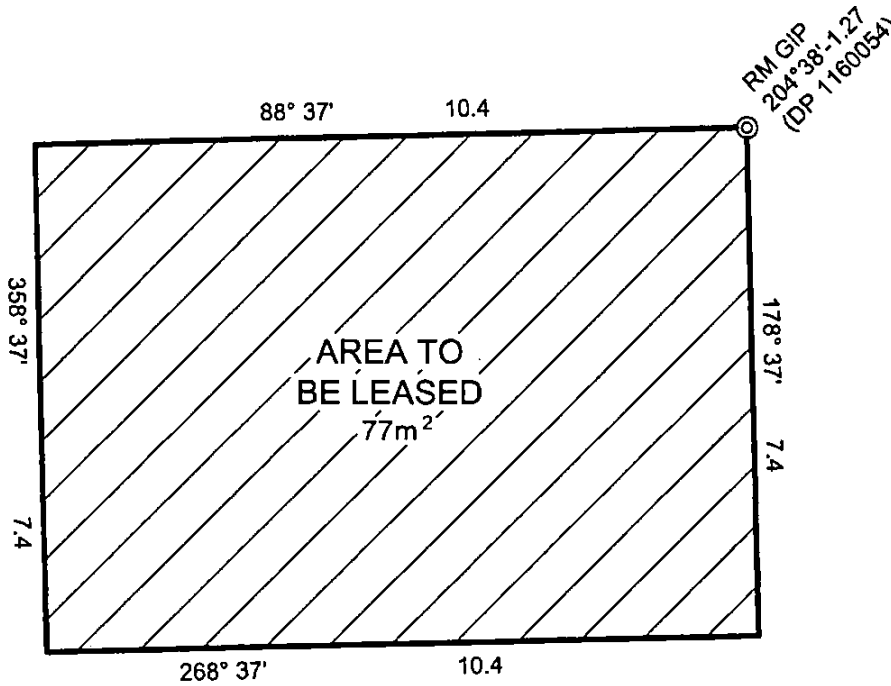
ANDREW USHER
REG'D SURVEYOR
26 May 2015

SEE DP 1160054 FOR SURVEY INFORMATION

Handwritten initials: bA, DS, fs, DS

Locality: Womboota
LGA: Murray
Parish: Mars
County: Cadell
Scale: 1:100

MGA



116
DP 751150

C.T. FOLIO IDENTIFIER
116/751150

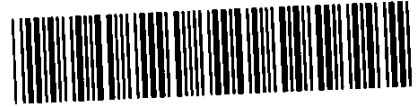
ANDREW USHER
REG'D SURVEYOR
26 May 2015

SEE DP 1160054 FOR SURVEY INFORMATION

SIGNATURES AND SEALS OF PARTIES

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Real Property Act 1900

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A) **TORRENS TITLE**
30 OCT 2015
TIME: 12:30

Property leased: if appropriate, specify the part or premises
Concurrent Lease of part of Lot 116 in Deposited Plan 751150 being the area hatched on the plan included as Annexure B attached to lease no AF922437, being folio identifier 116/751150

*HARRY STONE
I am authorised to make this change*

*FENNIE ANNOUNCED
I am authorised to make this alteration 4/11/15*

B) **LOGGED BY**

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C) **LESSOR**

COLLEEN SUSAN SMITH and ^{Dion} ~~DON~~ BRENDAN SMITH
~~ABN 81-768-456-240~~
Dion Brendan Smith
Colleen Susan Smith

The lessor leases to the lessee the property referred to above.

(D) Encumbrances (if applicable): 1. ~~AF922438~~ X 2. ~~AF922439~~ X 3. AF922440 ✓

(E) **LESSEE**

IWG-TLA AUSTRALIA PTY LIMITED ACN 605 816 886
TENANCY:

- (G) 1. **TERM** 5 years
- 2. **COMMENCING DATE** 1 June 2025
- 3. **TERMINATING DATE** 31 May 2030
- 4. With an **OPTION TO RENEW** for a period of Not applicable set out in Not applicable
- 5. With an **OPTION TO PURCHASE** set out in Not applicable
- 6. Together with and reserving the **RIGHTS** set out in Not applicable
- 7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** A and B hereto.
- 8. Incorporates the provisions set out in Not applicable at the Land and Property Management Authority as No. Not applicable
- 9. The **RENT** is set out in Item 7 of the Reference Schedule

[Handwritten signatures]

DATE 22 / 06 / 2015
dd mm yyyy

(H) See page ~~last page~~ of annexure A for execution.
18

Note: where applicable, the lessor must complete the statutory declaration below.

(I) STATUTORY DECLARATION *

I solemnly and sincerely declare that-

- 1. The time for the exercise of option to in expired lease No. has ended;
- 2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at in the State of on
in the presence of of

- Justice of the Peace
- Practising Solicitor
- Other qualified witness *[specify]*

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

- 1. I saw the face of the person / I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
- 2. I have known the person for at least 12 months / I have confirmed the person's identity using an identification document and the document I relied on was

Signature of witness:


Signature of applicant:

* As the services of a justice of the peace, practising solicitor or other qualified witness cannot be provided at lodgment, the statutory declaration should be signed and witnessed prior to lodgment.

THIS IS THE ANNEXURE "A" REFERRED TO IN THE LEASE BETWEEN COLLEEN SUSAN SMITH AND DION BRENDAN SMITH AS LANDLORD AND IWG-TLA AUSTRALIA PTY LIMITED ACN 605 816 886 AS TENANT DATED 22 June, 2015.

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BS
DS / 9 DE.

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THIS DEED is made on 27 June 2015

BETWEEN:

- (1) The landlord named in Item 2 (the **Landlord**); and
- (2) The tenant named in Item 3 (the **Tenant**).

RECITALS:

- A. The Landlord is registered as the proprietor of an estate in fee simple in the Land.
- B. The Landlord has agreed to grant to the Tenant and the Tenant has agreed to take a concurrent lease of the Premises for the Term at the Rent and on the terms and conditions of this Lease.
- C. The Landlord grants to the Tenant the right to all receipts of rent and other payments relating to the Premises.

THE PARTIES AGREE AS FOLLOWS:

1. GRANT OF LEASE

1.1 Grant

Subject to clause 3 and in consideration of the Tenant's agreement to pay the Rent and to perform its other obligations under this Lease, the Landlord:


- (a) leases the Premises to the Tenant for the Term; and
- (a) grants a licence to the Tenant over the Land (excluding the Premises), which licence is coupled with and runs with the leasehold interest granted to the Tenant under this Lease, to:
 - (i) have unrestricted access (both vehicle and pedestrian) across the Land to and from the Premises at all times; and
 - (ii) lay cables over, under or within the Land to connect services and utilities to the Premises.

1.2 Term

The Term begins on the Commencing Date and ends on the Terminating Date.

1.3 Holding over

- (a) If the Tenant continues to occupy the Premises with the Landlord's consent after the Terminating Date the Tenant is a yearly tenant.
- (b) Subject to this clause 1.3, the yearly tenancy is on the same terms as this Lease, but including any other changes necessary to make the terms appropriate for a yearly tenancy.
- (c) Either party may terminate the yearly tenancy by giving 12 months' written notice to the other ending on any day.

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2. **CONCURRENT LEASE**

2.1 **Operation**

- (a) This Lease is to operate as a concurrent lease in respect of the Existing Leases and has the effect as a lease of the reversion expectant on the determination of the Existing Leases, including the benefit of the obligations imposed on the respective occupiers by the Existing Leases.
- (b) The Tenant accepts the grant of the Lease as a concurrent lease and subject to and with the benefit of the Existing Leases.
- (c) The Landlord and the Tenant acknowledge and agree that:
 - (i) the intended effect of this Lease is for Tenant to have the benefit of each Existing Lease, notwithstanding the Tenant was not a party to the Tenant Lease;
 - (ii) the Tenant is entitled to receive all rents and other moneys payable under the Existing Leases, and to enforce all covenants on the part of the Landlord under the Existing Leases as if the Tenant was itself the landlord under each of the Existing Leases; and
 - (iii) the Tenant is authorised by the Landlord to give a notice directly to the Existing Tenants to remit all rent and other monies payable under the Existing Leases to the Tenant.
- (d) The Landlord must take all necessary steps to ensure that the Tenant has and enjoys the Concurrent Landlord Rights.

2.2 **No Superior Rights**

The Landlord must not grant a lease which is concurrent or superior to this Lease.

2.3 **Landlord's continuing obligations**

The Landlord and Tenant acknowledge and agree that despite this Lease being concurrent with the Existing Leases and the Tenant being entitled by operation of law to the Concurrent Landlord Rights:

- (a) the Landlord agrees to remain liable under the Existing Leases for all of the obligations of the landlord under the Existing Leases as if the Landlord had not granted this Lease to the Tenant; and
- (b) for clarity, the Tenant is not responsible for any cleaning, maintenance, repair or replacement whatsoever of the Premises or any improvements which may be erected on the Premises, except in respect of any damage to the Premises to the extent that such damage was caused or contributed to by the Tenant.

3. **RENT AND RENT REVIEW**

3.1 **Payment of Rent**

- (a) The Tenant must pay the Rent in Item 7 to the Landlord annually.
- (b) Notwithstanding clause 3.1(a), the parties agree that the Tenant may pay the Prepaid Rent Amount in Item 8 to the Landlord within 14 days after the Commencing Date in full and final satisfaction of the Tenant's obligation to pay the Rent under clause 3.1(a).

3.2 Refund of Prepaid Rent Amount

If the Lease is terminated except by reason of the Tenant's default, the Landlord must, within 30 days of the date of termination, reimburse to the Tenant an amount equal to the proportion of the net present value of the Prepaid Rent Amount attributable to the remaining balance of the Term after the date of termination.

4. LANDLORD'S RIGHTS AND OBLIGATIONS

4.1 Quiet enjoyment

Subject to the Landlord's rights under this Lease, the Tenant may occupy the Premises without interruption by the Landlord.

4.2 Outgoings

- (a) The Landlord must pay the all Outgoings charged or assessed on the Land.
- (b) For clarity, the Tenant is not required to pay and is not responsible for any Outgoings charged or assessed on the Land.

4.3 Availability of Electricity

Subject to delays or stoppages due to repairs, maintenance, strikes, accidents or other unavoidable cause beyond the Landlord's control, the Landlord must use its best endeavours to keep electricity supplied to the Premises at all times during the Term.

4.4 Landlord's right to enter Premises

- (a) Subject to paragraph (b), the Landlord may enter the Premises at all reasonable times, if it gives the Tenant reasonable written notice to enable it to comply with any law or any notice from any Government Agency affecting the Land.
- (b) When exercising its rights under paragraph (a) the Landlord:
 - (i) must use its best endeavours to minimise any disruption to the Tenant;
 - (ii) is not required to give reasonable notice or enter at a reasonable time in the case of an emergency; and
 - (iii) must comply with any of the Tenant's reasonable safety and security requirements.

4.5 Existing Leases

- (a) The Landlord warrants that:
 - (i) copies of all of the Existing Leases have been provided to the Tenant;
 - (ii) the Existing Leases are the only leases or occupancy rights affecting the Premises as at the Commencing Date; and
 - (iii) neither it nor the tenants under the Existing Leases are not default of any of the Existing Leases which would render them liable to be terminated.
- (b) The Landlord acknowledges that on and from the grant of this Lease it has no right to exercise any rights or remedies granted to it as landlord under the Existing Leases and must not enter into any dealings with respect to the Existing Leases, including:

- (i) grant a new lease or licence;
- (ii) consent to an assignment of any Existing Lease;
- (iii) terminate any Existing Lease;
- (iv) accept a surrender of any Existing Lease; or
- (v) vary the terms of any Existing Lease.

4.6 Contamination

The Lessor warrants that, as at the Commencement Date and so far as the Lessor is aware or reasonably should be aware, the Land and the Premises do not contain substances hazardous to health or safety.

5. CAVEAT

5.1 The Landlord consents to the Caveat

The Landlord:

- (a) consents to the Tenant lodging a Caveat on the title to the Land;
- (b) must not apply for the lapsing, cancellation, withdrawal or removal of the Caveat unless the Tenant fails to comply with clause 5.2;
- (c) subject to paragraph (b), must not take any action which would cause the Caveat to lapse or be cancelled, withdrawn or removed; and
- (d) releases the Tenant from, and indemnifies the Tenant in respect of, any Claim or loss suffered or incurred by the Landlord which is caused by the Caveat.

5.2 Tenant's obligation in respect of the Caveat

The Tenant must:

- (a) consent to any dealing by the Landlord with the Land that is not inconsistent with the Tenant's rights under this Lease; and
- (b) lodge a request to withdraw the Caveat with Land and Property Information by no later than one month after the first to occur of:
 - (i) this Lease being registered at Land and Property Information; and
 - (ii) the lawful termination or expiration of this Lease.

6. TENANT'S OBLIGATIONS

6.1 General obligation

- (a) Subject to clause 6.1(b), the Tenant must use the Premises only for the Permitted Use.
- (b) The Tenant and Landlord acknowledge and agree that:
 - (i) the purpose of the grant of this Lease is as security for the financing partnership between the Landlord and Tenant;

- (ii) the Tenant will not construct, install or operate any telecommunications networks or services on the Premises but the Tenant is not liable for the acts of any third party who does these things; and
 - (iii) the Tenant has no yield up or make good obligations in respect of the Premises at the end of the Term.
- (c) The Tenant will use its best endeavors to not cause any disturbance to the Existing Tenant's quiet enjoyment under the Existing Leases.

6.2 Cost and risk of Tenant's obligations

If the Tenant is obliged to do anything under this Lease, it must do so at its cost and at its risk.

6.3 Insurance

During the Term the Tenant must maintain public risk insurance in the amount of \$20 million covering the legal liability of the Tenant to any third party (including to the Landlord).

7. RELEASE AND INDEMNITY

7.1 Release

To the extent permitted by law, the Tenant and the Landlord release each other from any Claim or Loss which a party incurs or is liable for in connection with any damage, loss, injury or death to or of any person or property on the Premises except to the extent that such Claim or Loss has been caused or contributed to by the other party, including by the negligence, recklessness or wilful misconduct of the other party.

7.2 Indemnity

The Tenant and the Landlord must indemnify each other against all Claims or Loss incurred in connection with or as a consequence of:

- (a) any damage, loss, injury or death to the extent caused or contributed to by the other party (including by the negligence, recklessness or wilful misconduct of the other party); and
- (b) any default by the other party under this Lease.

7.3 Resumption

- (a) The Landlord may terminate this Lease by notice to the Tenant if the whole of the Premises is resumed by any Government Agency.
- (b) The Tenant may terminate this Lease by notice to the Landlord if part (but not the whole) of the Premises is resumed by any Government Agency.
- (c) Neither party is liable to the other party if this Lease is terminated under clauses 7.3(a) or 7.3(b).
- (d) The Landlord and Tenant agree to work together to ensure each receive the maximum amount of compensation (if any) to which they may be respectively be entitled at law because of a resumption.

8. DEALINGS

8.1 Dealings by Tenant

- (a) The Tenant may do any of the following without the Landlord's consent:
- (i) assign this Lease or grant a sublease of the Premises;
 - (ii) part with or share possession of the Premises;
 - (iii) grant an Encumbrance over or otherwise deal with the Tenant's interest in the Premises; or
 - (iv) procure anything specified in subparagraphs (i) to (iv).
- (b) If requested by the Landlord, the Tenant and any assignee must enter into a deed in the form the Landlord reasonably requires under which (among other things):
- (i) the assignee agrees to perform all of the Tenant's express and implied obligations under this Lease, including the obligation to indemnify the Landlord; and
 - (ii) the Landlord releases the Tenant from its obligations under the Lease.

8.2 Dealings by the Landlord

The Landlord must not:

- (a) sell, transfer or dispose of its interest in the Land or the Premises unless it has first obtained from the incoming transferee a deed of covenant in favour of the Tenant whereby the incoming transferee agrees to be bound by the terms and conditions of this Lease from the date of the transfer as if it was originally named in and was a party this Lease; or
- (b) subdivide the Premises or Land or convert the title to a strata (or similar) title without the Tenant's consent.

8.3 Directed Subleasing

If during the Term there is Vacant Area, the Tenant may direct and require the Landlord to, and the Landlord must:

- (a) as a tenant, accept a sublease of all or part of the Vacant Area from the Tenant (as the landlord) on the terms and conditions required by the Tenant (acting reasonably), including for a term which expires prior to the Terminating Date; and
- (b) grant a sub-sublease of its interest in the Sublease to a new tenant proposed by the Tenant on the terms and conditions required by the Tenant (acting reasonably), including for a term which expires prior to the terminating date of the Sublease.

9. TERMINATION

9.1 Termination of this Lease

If, at any time during the Term:

- (a) any of the Existing Leases or sub-subleases granted pursuant to clause 8.3(b) are terminated by the relevant tenant; or

- (b) if the Premises are damaged or destroyed so that the Permitted Use cannot be carried out on the Premises,

the Tenant can terminate this Lease by giving the Landlord not less than one month's written notice of termination.

9.2 Termination of prior Leases

If any lease in favour of the Tenant in respect of a period prior to the Term is lawfully terminated for any reason (other than by effluxion of time), this Lease will be automatically terminated.

10. NOTICES

10.1 How to give a notice

A notice, consent or other communication under this Lease is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) either:
 - (i) sent by pre-paid mail (by airmail, if the addressee is overseas) or delivered to that person's address; or
 - (ii) sent by fax to that person's fax number and the machine from which it is sent produces a report that states that it was sent in full without error; or

10.2 When a notice is given

A notice, consent or other communication that complies with this clause is regarded as given and received:

- (a) if it is sent by fax or delivered, if received:
 - (i) by 5.00 pm (local time in the place of receipt) on a Business Day - on that day; or
 - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day - on the next Business Day; and
- (b) if it is sent by mail:
 - (i) within Australia - three Business Days after posting; or
 - (ii) to or from a place outside Australia - seven Business Days after posting.

10.3 Address for notices

A person's address and fax number are those set out below that person's name in the relevant Item in the Reference Schedule, or as the person notifies the sender.

11. GST

- (a) If GST is or will be payable on a supply made under or in connection with this document, to the extent that the consideration otherwise provided for that supply under this document is not stated to include an amount in respect of GST on the supply;

- (i) the consideration otherwise provided for that supply under this document is increased by the amount of that GST; and
 - (ii) the recipient must make payment of the increase as and when the consideration otherwise provided for, or relevant part of it, must be paid or provided for, if the consideration has already been paid or provided, within 7 days of receiving a written demand from the supplier.
- (b) If there is an adjustment event in relation to a supply which results in the amount of GST on a supply being different from the amount in respect of GST already recovered by the supplier, as appropriate, the supplier within 14 days of becoming aware of the adjustment event:
 - (i) may recover from the recipient the amount by which the amount of GST on the supply exceeds the amount already recovered by giving seven days written notice; or
 - (ii) must refund to the recipient the amount by which the amount already recovered exceeds the amount of GST on the supply; and
 - (iii) must issue an adjustment note or tax invoice reflecting the adjustment event in relation to the supply to the recipient within 28 days of the adjustment event
- (c) The right of the supplier to recover any amount in respect of GST under this document is subject to the issuing of the relevant tax invoice or adjustment note to the recipient within the time period within which the recipient is otherwise entitled to the relevant input tax credit.
- (d) Costs actually or estimated to be incurred or revenue actually or estimated to be earned or lost by a party that is required to be reimbursed or indemnified by another party or used as the basis for calculation of consideration for a supply under this document must exclude the amount of GST referable to the cost to the extent to which an entitlement arises or would arise to claim an input tax credit and in relation to revenue must exclude any amount in respect of GST referable to the revenue.
- (e) The parties each indemnify the other against all GST, and losses, liabilities and expenses (including legal liabilities on a full indemnity basis) that the other incurs (directly or indirectly) as a result of a breach of a warranty or other provision in this document relating to GST.

12. GENERAL

12.1 Governing law

- (a) This Lease and any dispute arising out of or in connection with the subject matter of this Lease is governed by the laws of New South Wales.
- (b) Each party submits to the exclusive jurisdiction of the courts of New South Wales, and courts of appeal from them, in respect of any proceedings arising out of or in connection with the subject matter of this Lease.

12.2 Liability for expenses

The Tenant must pay the Landlord's reasonable costs and expenses incurred in connection with:

- (a) the negotiation, preparation, execution, stamping and registration of this Lease;

- (b) any default by the Tenant under this Lease and the enforcement or protection, or attempted enforcement or protection of any right under this Lease; and
- (c) the costs of preparing any plan needed for this Lease.

12.3 Giving effect to this Lease

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this Lease.

12.4 Variation and waiver

- (a) A provision of or a right under this Lease may not be waived or varied except in writing signed by whoever is to be bound.
- (b) The exercise of a right partially or on one occasion does not prevent any further exercise of that right in accordance with the terms of this document. Neither a forbearance to exercise a right nor a delay in the exercise of a right operates as an election between rights or a variation of the terms of this document.

12.5 Operation of this Lease

- (a) Subject to paragraph (b), this Lease contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Lease and has no further effect.
- (b) Any right that a person may have under this Lease is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this Lease which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Lease enforceable, unless this would materially change the intended effect of this Lease.

12.6 No merger

The provisions of this Lease do not merge on termination.

12.7 Expiry or termination

Expiry or termination of this Lease does not affect any rights arising from a breach of this Lease before then.

12.8 Exclusion of legislation

- (a) The covenants, powers and provisions implied in leases by sections 84, 84A, 85 and 86 of the *Conveyancing Act 1919* (NSW) do not apply to this Lease.
- (b) Without limiting paragraph (a), any legislation that adversely affects an obligation of the Tenant, or the exercise by the Landlord of a right or remedy, under or relating to this Lease is excluded to the full extent permitted by law.

12.9 Mitigation

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

13. DEFINITIONS AND INTERPRETATION

13.1 Definitions

In this Lease unless the contrary intention appears:

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Melbourne.

Claim means, in relation to a person, any claim, cause of action, proceeding, liability, suit or demand made against the person concerned however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Commencing Date means the date specified in Item 6(b).

Concurrent Landlord Rights has the meaning given under clause 2.1(c)(ii).

Encumbrance means:

- (a) any other mortgage, pledge, lien or charge;
- (b) an easement, restrictive covenant, caveat or similar restriction over property; or
- (c) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors in relation to any property.

Existing Leases means the leases and other occupancy arrangements between the Landlord and third parties over all or part of the Premises entered into or existing as at the date of this Lease being:

- (a) Lease No. AF922438 to Optus Mobile Pty Limited ACN 054 365 696 for the part of the Land shown hatched in plan with AF922437, commencing on 2 November 2014 and expiring on 1 November 2019;
- (b) Lease No. AF922439 to Optus Mobile Pty Limited ACN 054 365 696 for the part of the Land shown hatched in plan with AF922437, commencing on 2 November 2019 and expiring on 1 November 2024; and
- (c) Lease No. AF922440 to Optus Mobile Pty Limited ACN 054 365 696 for the part of the Land shown hatched in plan with AF922437, commencing on 2 November 2024 and expiring on 1 November 2029.

Existing Tenants means the tenants under the Existing Leases including the Existing Tenant's successors and assigns.

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person including a statutory corporation; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

GST means the same as "GST" means in the GST Law.

GST Law means the same as "GST law" means in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Land means the land described in Item 1

Landlord means the party named in Item 2.

Lease means this lease and any equitable lease or common law tenancy evidenced by this lease.

Loss means any damage, loss, costs, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or ascertained, actual or contingent.

Outgoings means all amounts assessable, chargeable, paid or payable or otherwise incurred by the Landlord in respect of the Land or the control, management or maintenance of the Land.

Permitted Use means the use specified in Item 5.

Premises means that part of the Land hatched on the Premises Plan.

Premises Plan means the plan included as Annexure B.

Prepaid Rent Amount means the amount specified in Item 8.

Rent means the annual rent specified in Item 7.

Sublease means a sublease granted by the Tenant (as sublessor) to the Landlord (as sublessee) pursuant to clause 8.3(a).

Tenant means the party named in Item 3.

Term means the term of this Lease as specified in Item 6(a).

Terminating Date means the date specified in Item 6(c).

Vacant Area means that part of the Premises which is not subject to an Existing Lease or a Sublease.

13.2 Rules for interpreting this Lease

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Lease, except where the context makes it clear that a rule is not intended to apply.

(a) A reference to:

- (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (ii) a document (including this Lease) or agreement, or a provision of a document (including this Lease) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
- (iii) a party to this Lease or to any other document or agreement includes a successor in title, permitted substitute or permitted assign of that party;

- (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (g) The words **subsidiary**, **holding company** and **related body corporate** have the same meaning as in the Corporations Act.
- (h) A reference to a month is to a calendar month.
- (i) A reference to an **Item** is to the relevant Item in the Reference Schedule.
- (j) A reference to a professional body includes a succeeding body or where there is no succeeding body, a body serving similar objects as nominated by the Landlord.
- (k) A reference to **dollars** or **\$** is to an amount in Australian currency.
- (l) Terms defined in the GST Law have the same meaning in this document unless the context otherwise requires.
- (m) If a party is a member of a GST group, references to GST which the party must pay and to input tax credits which the party is entitled to claim include GST which the representative member of the GST group of which the party is a member must pay and input tax credits to which the representative member is entitled.

13.3 Non-Business Days

If the day on or by which a person must do something under this Lease is not a Business Day the person must do it on or by the previous Business Day.

13.4 Multiple parties

If a party to this Lease is made up of more than one person, or a term is used in this Lease to refer to more than one party, then unless otherwise specified in this Lease:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or that term is a reference to each of those persons separately.

Reference schedule

ITEM 1

(Clause 13.1)

Land

Lot 116 in Deposited Plan 751150, local government area Murray, parish of Mars, county of Cadell (formerly known as portion 116)
Title Diagram Crown Plan 1108.1817

ITEM 2

(Clause 13.1)

Landlord

Name: Colleen Susan Smith and Dion Brandon Smith
Address: 117 Griffith Road, Womboota, NSW 2113
Fax number: Not applicable

ITEM 3

(Clause 13.1)

Tenant

Name: IWG-TLA Australia Pty Limited
ACN: 605 816 886
Address: Level 2, Riverside Quay, 1 Southbank Boulevard,
Southgate Centre, Melbourne, VIC 3006
Fax number: 1-310-306-9309
Attention: Legal Department

ITEM 4

(Clause 13.1)

Premises

Part of the Land hatched on the plan included as Annexure B.

ITEM 5

(Clauses 6.1, 13.1)

Permitted Use

Installation, upgrade, maintaining, replacement and use of telecommunications equipment

ITEM 6

(Clause 1.1, 13.1)

Term

- (a) Five (5) years
- (b) Commencing Date: 1 June 2025
- (c) Terminating Date: 31 May 2030

ITEM 7

(Clause 3.1, 13.1)

Rent

\$5,700.00 for the Term

ITEM 8

(Clause 3.1(b), 3.2, 13.1)


Prepaid Rent Amount

\$5,700.00 (GST exclusive)

Page 17 of 23
DB JS D.E.

EXECUTED as a Deed


I certify that I am an eligible witness and that the Lessor signed this dealing in my presence.


Signature of witness
JUSTINE MAREE BOWMAN
209A ANSTRUTHER STREET
ECHUCA VIC 3564

Name of witness
An Australian Legal Practitioner within the meaning of the Legal Profession Act 2004

Address of witness

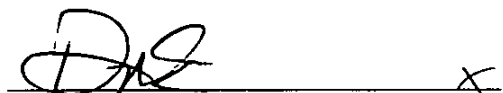
I certify that I am an eligible witness and that the Lessor signed this dealing in my presence.

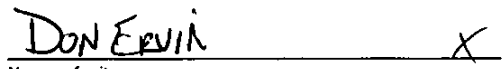

Signature of witness
JUSTINE MAREE BOWMAN
209A ANSTRUTHER STREET

Name of witness ECHUCA VIC 3564
An Australian Legal Practitioner within the meaning of the Legal Profession Act 2004

Address of witness

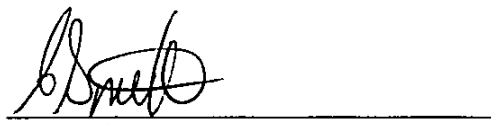
I certify that I am an eligible witness and that the Tenant's attorney signed this dealing in my presence.


Signature of witness


Name of witness


4640 Admiralty Way Suite 1030
Address of witness
Marina Del Rey CA 90292

Certified correct for the purposes of the Real Property Act 1900 by the Lessor.


Signature of Lessor

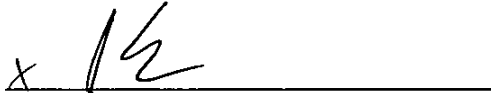
Colleen Susan Smith
Name of Lessor

Certified correct for the purposes of the Real Property Act 1900 by the Lessor.


Signature of Lessor

Don Brendan Smith
Name of Lessor

Certified correct for the purposes of the Real Property Act 1900 by the attorney named below who signed this Lease pursuant to the power of attorney specified.


Signature of attorney

JARED SABA
Attorney name

IWG-TLA Australia Pty Limited ACN 605 816 886
Signing on behalf of

Power of attorney - Book 4690
- No 295

ANNEXURE B

PREMISES PLAN

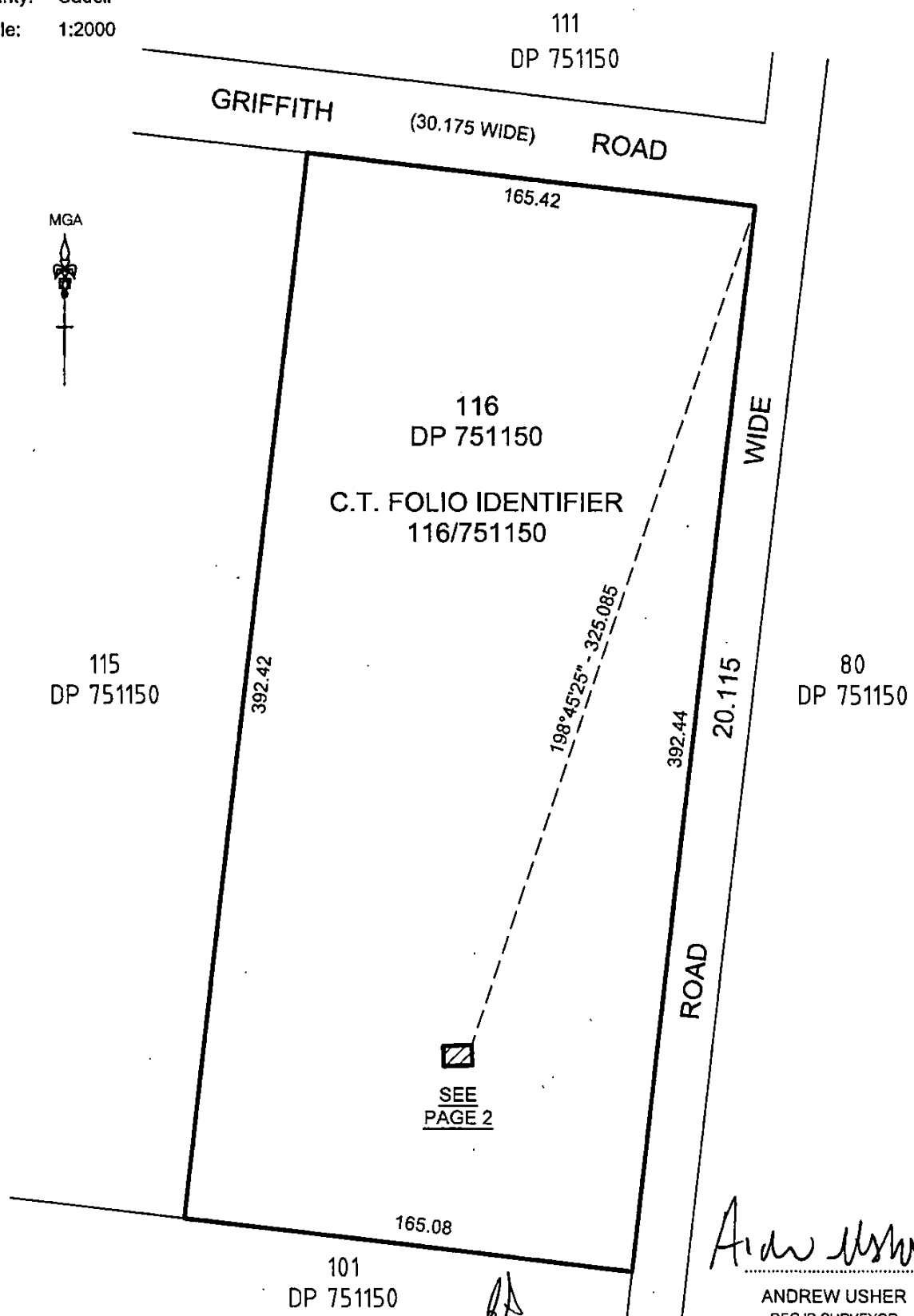
(see over page)

Page 19 of 21



Locality: Womboota
LGA: Murray
Parish: Mars
County: Cadell
Scale: 1:2000

PLAN FOR LEASE PURPOSES
WITHIN C.T. FOLIO IDENTIFIER 116/751150



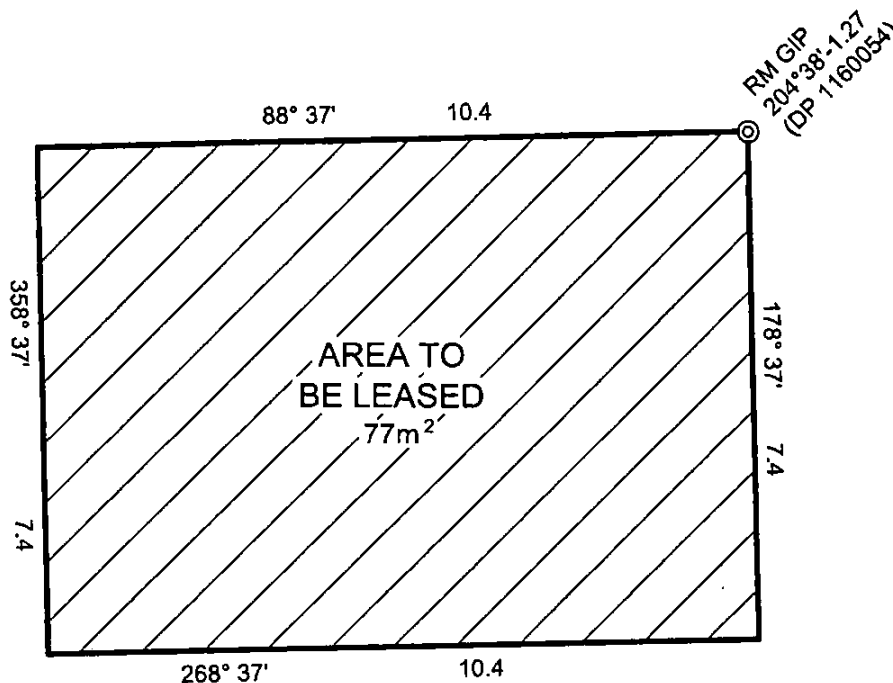
Andrew Usher
ANDREW USHER
REG'D SURVEYOR
26 May 2015

SEE DP 1160054 FOR SURVEY INFORMATION

BA
JS
94 DE

Locality: Womboota
LGA: Murray
Parish: Mars
County: Cadell
Scale: 1:100

MGA



116
DP 751150

C.T. FOLIO IDENTIFIER
116/751150

ANDREW USHER
REG'D SURVEYOR
26 May 2015

SEE DP 1160054 FOR SURVEY INFORMATION

SIGNATURES AND SEALS OF PARTIES

THIS IS THE PLAN MARKED REFERRED TO IN

RELODGED
 Form: 07L
 - 4 NOV 2015: 03-11-029
 Licensee: Ashurst Australia
 12.58
 TIME:

RELODGED
 Not Concurrent
 - 5 NOV 2015
 12.04
 TIME:



LEASE

New South Wales
 Real Property Act 1900

AJ757941V

PRIVACY NOTE: Section 96B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Office of State Revenue use only

RELODGED
 (A) **TORRENS TITLE**
 30 OCT 2015
 TIME: 12:30

Property leased: if appropriate, specify the part or premises
 Concurrent Lease of part of Lot 116 in Deposited Plan 751150 being the area hatched on the plan included as Annexure B, attached as lease No AF922437, being radio identifier 116/751150

HARRY STEAD, I am authorized to make this change

*TERRIER PINKOOL
 I am authorized to make this alteration
 4/11/15
 5/11/15*

(B) LODGED BY

Document Name, Address or DX, Telephone, and Customer Account Number if any
 Collection Customer Account Number: 123155F
 Box Ashurst Australia
238N DX 388 Sydney
 Tel: 02 9258 6000
 Reference (optional): DPS \ HST \ 02 3002 8476

CODE
L

(C) LESSOR

COLLEEN SUSAN SMITH and ~~DION~~ BRENDAN SMITH
~~ABN 81 768 456 248~~
Dion
Colleen Susan Smith
Dion Brendan Smith

The lessor leases to the lessee the property referred to above.

(D) ENCUMBRANCES (if applicable): 1. ~~AF922438~~ 2. ~~AF922439~~ 3. ~~AF922440~~

(E) LESSEE

IWG-TLA AUSTRALIA PTY LIMITED ACN 605 816 886
TENANCY:

- (G)**
1. **TERM** 5 years
 2. **COMMENCING DATE** 1 June 2030
 3. **TERMINATING DATE** 31 May 2035
 4. With an **OPTION TO RENEW** for a period of Not applicable set out in Not applicable
 5. With an **OPTION TO PURCHASE** set out in Not applicable
 6. Together with and reserving the **RIGHTS** set out in Not applicable
 7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** A and B hereto.
 8. Incorporates the provisions set out in Not applicable at the Land and Property Management Authority as No. Not applicable
 9. The **RENT** is set out in Item 7 of the Reference Schedule

BS

DATE 22 / 06 / 2015
dd mm yyyy

(H) See page ~~last page~~ of annexure A for execution.

18

Note: where applicable, the lessor must complete the statutory declaration below.

(I) STATUTORY DECLARATION *

I solemnly and sincerely declare that-

1. The time for the exercise of option to in expired lease No. has ended;
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at in the State of on

in the presence of of

Justice of the Peace Practising Solicitor Other qualified witness [specify]

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person / I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months / I have confirmed the person's identity using an identification document and the document I relied on was

Signature of witness:

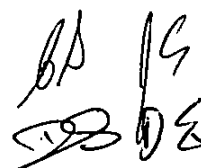
Signature of applicant:

* As the services of a justice of the peace, practising solicitor or other qualified witness cannot be provided at lodgment, the statutory declaration should be signed and witnessed prior to lodgment.

THIS IS THE ANNEXURE "A" REFERRED TO IN THE LEASE BETWEEN COLLEEN SUSAN SMITH AND DION BRENDAN SMITH AS LANDLORD AND IWG-TLA AUSTRALIA PTY LIMITED ACN 605 816 886 AS TENANT DATED 22 June, 2015.

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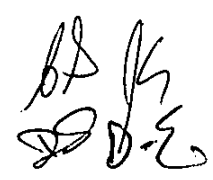
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Schedule

1 Reference schedule 17

Handwritten signatures and initials in black ink, including what appears to be 'BS/K' and 'D-E'.

THIS DEED is made on 22 June 2015

BETWEEN:

- (1) The landlord named in Item 2 (the **Landlord**); and
- (2) The tenant named in Item 3 (the **Tenant**).

RECITALS:

- A. The Landlord is registered as the proprietor of an estate in fee simple in the Land.
- B. The Landlord has agreed to grant to the Tenant and the Tenant has agreed to take a concurrent lease of the Premises for the Term at the Rent and on the terms and conditions of this Lease.
- C. The Landlord grants to the Tenant the right to all receipts of rent and other payments relating to the Premises.

THE PARTIES AGREE AS FOLLOWS:

1. GRANT OF LEASE

1.1 Grant

Subject to clause 3 and in consideration of the Tenant's agreement to pay the Rent and to perform its other obligations under this Lease, the Landlord:

- (a) leases the Premises to the Tenant for the Term; and
- (a) grants a licence to the Tenant over the Land (excluding the Premises), which licence is coupled with and runs with the leasehold interest granted to the Tenant under this Lease, to:
 - (i) have unrestricted access (both vehicle and pedestrian) across the Land to and from the Premises at all times; and
 - (ii) lay cables over, under or within the Land to connect services and utilities to the Premises.

1.2 Term

The Term begins on the Commencing Date and ends on the Terminating Date.

1.3 Holding over

- (a) If the Tenant continues to occupy the Premises with the Landlord's consent after the Terminating Date the Tenant is a yearly tenant.
- (b) Subject to this clause 1.3, the yearly tenancy is on the same terms as this Lease, but including any other changes necessary to make the terms appropriate for a yearly tenancy.
- (c) Either party may terminate the yearly tenancy by giving 12 months' written notice to the other ending on any day.

2. CONCURRENT LEASE

2.1 Operation

- (a) This Lease is to operate as a concurrent lease in respect of the Existing Leases and has the effect as a lease of the reversion expectant on the determination of the Existing Leases, including the benefit of the obligations imposed on the respective occupiers by the Existing Leases.
- (b) The Tenant accepts the grant of the Lease as a concurrent lease and subject to and with the benefit of the Existing Leases.
- (c) The Landlord and the Tenant acknowledge and agree that:
 - (i) the intended effect of this Lease is for Tenant to have the benefit of each Existing Lease, notwithstanding the Tenant was not a party to the Tenant Lease;
 - (ii) the Tenant is entitled to receive all rents and other moneys payable under the Existing Leases, and to enforce all covenants on the part of the Landlord under the Existing Leases as if the Tenant was itself the landlord under each of the Existing Leases; and
 - (iii) the Tenant is authorised by the Landlord to give a notice directly to the Existing Tenants to remit all rent and other monies payable under the Existing Leases to the Tenant.
- (d) The Landlord must take all necessary steps to ensure that the Tenant has and enjoys the Concurrent Landlord Rights.

2.2 No Superior Rights

The Landlord must not grant a lease which is concurrent or superior to this Lease.

2.3 Landlord's continuing obligations

The Landlord and Tenant acknowledge and agree that despite this Lease being concurrent with the Existing Leases and the Tenant being entitled by operation of law to the Concurrent Landlord Rights:

- (a) the Landlord agrees to remain liable under the Existing Leases for all of the obligations of the landlord under the Existing Leases as if the Landlord had not granted this Lease to the Tenant; and
- (b) for clarity, the Tenant is not responsible for any cleaning, maintenance, repair or replacement whatsoever of the Premises or any improvements which may be erected on the Premises, except in respect of any damage to the Premises to the extent that such damage was caused or contributed to by the Tenant.

3. RENT AND RENT REVIEW

3.1 Payment of Rent

- (a) The Tenant must pay the Rent in Item 7 to the Landlord annually.
- (b) Notwithstanding clause 3.1(a), the parties agree that the Tenant may pay the Prepaid Rent Amount in Item 8 to the Landlord within 14 days after the Commencing Date in full and final satisfaction of the Tenant's obligation to pay the Rent under clause 3.1(a).



3.2 Refund of Prepaid Rent Amount

If the Lease is terminated except by reason of the Tenant's default, the Landlord must, within 30 days of the date of termination, reimburse to the Tenant an amount equal to the proportion of the net present value of the Prepaid Rent Amount attributable to the remaining balance of the Term after the date of termination.

4. LANDLORD'S RIGHTS AND OBLIGATIONS

4.1 Quiet enjoyment

Subject to the Landlord's rights under this Lease, the Tenant may occupy the Premises without interruption by the Landlord.

4.2 Outgoings

- (a) The Landlord must pay the all Outgoings charged or assessed on the Land.
- (b) For clarity, the Tenant is not required to pay and is not responsible for any Outgoings charged or assessed on the Land.

4.3 Availability of Electricity

Subject to delays or stoppages due to repairs, maintenance, strikes, accidents or other unavoidable cause beyond the Landlord's control, the Landlord must use its best endeavours to keep electricity supplied to the Premises at all times during the Term.

4.4 Landlord's right to enter Premises

- (a) Subject to paragraph (b), the Landlord may enter the Premises at all reasonable times, if it gives the Tenant reasonable written notice to enable it to comply with any law or any notice from any Government Agency affecting the Land.
- (b) When exercising its rights under paragraph (a) the Landlord:
 - (i) must use its best endeavours to minimise any disruption to the Tenant;
 - (ii) is not required to give reasonable notice or enter at a reasonable time in the case of an emergency; and
 - (iii) must comply with any of the Tenant's reasonable safety and security requirements.

4.5 Existing Leases

- (a) The Landlord warrants that:
 - (i) copies of all of the Existing Leases have been provided to the Tenant;
 - (ii) the Existing Leases are the only leases or occupancy rights affecting the Premises as at the Commencing Date; and
 - (iii) neither it nor the tenants under the Existing Leases are not default of any of the Existing Leases which would render them liable to be terminated.
- (b) The Landlord acknowledges that on and from the grant of this Lease it has no right to exercise any rights or remedies granted to it as landlord under the Existing Leases and must not enter into any dealings with respect to the Existing Leases, including:

- (i) grant a new lease or licence;
- (ii) consent to an assignment of any Existing Lease;
- (iii) terminate any Existing Lease;
- (iv) accept a surrender of any Existing Lease; or
- (v) vary the terms of any Existing Lease.

4.6 Contamination

The Lessor warrants that, as at the Commencement Date and so far as the Lessor is aware or reasonably should be aware, the Land and the Premises do not contain substances hazardous to health or safety.

5. CAVEAT

5.1 The Landlord consents to the Caveat

The Landlord:

- (a) consents to the Tenant lodging a Caveat on the title to the Land;
- (b) must not apply for the lapsing, cancellation, withdrawal or removal of the Caveat unless the Tenant fails to comply with clause 5.2;
- (c) subject to paragraph (b), must not take any action which would cause the Caveat to lapse or be cancelled, withdrawn or removed; and
- (d) releases the Tenant from, and indemnifies the Tenant in respect of, any Claim or loss suffered or incurred by the Landlord which is caused by the Caveat.

5.2 Tenant's obligation in respect of the Caveat


The Tenant must:

- (a) consent to any dealing by the Landlord with the Land that is not inconsistent with the Tenant's rights under this Lease; and
- (b) lodge a request to withdraw the Caveat with Land and Property Information by no later than one month after the first to occur of:
 - (i) this Lease being registered at Land and Property Information; and
 - (ii) the lawful termination or expiration of this Lease.

6. TENANT'S OBLIGATIONS

6.1 General obligation

- (a) Subject to clause 6.1(b), the Tenant must use the Premises only for the Permitted Use.
- (b) The Tenant and Landlord acknowledge and agree that:
 - (i) the purpose of the grant of this Lease is as security for the financing partnership between the Landlord and Tenant;

Handwritten signature and initials, possibly 'BP' and 'DS', followed by a large scribble.

- (ii) the Tenant will not construct, install or operate any telecommunications networks or services on the Premises but the Tenant is not liable for the acts of any third party who does these things; and
 - (iii) the Tenant has no yield up or make good obligations in respect of the Premises at the end of the Term.
- (c) The Tenant will use its best endeavors to not cause any disturbance to the Existing Tenant's quiet enjoyment under the Existing Leases.

6.2 Cost and risk of Tenant's obligations

If the Tenant is obliged to do anything under this Lease, it must do so at its cost and at its risk.

6.3 Insurance

During the Term the Tenant must maintain public risk insurance in the amount of \$20 million covering the legal liability of the Tenant to any third party (including to the Landlord).

7. RELEASE AND INDEMNITY

7.1 Release

To the extent permitted by law, the Tenant and the Landlord release each other from any Claim or Loss which a party incurs or is liable for in connection with any damage, loss, injury or death to or of any person or property on the Premises except to the extent that such Claim or Loss has been caused or contributed to by the other party, including by the negligence, recklessness or wilful misconduct of the other party.

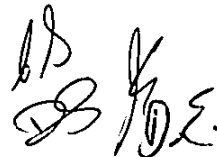
7.2 Indemnity

The Tenant and the Landlord must indemnify each other against all Claims or Loss incurred in connection with or as a consequence of:

- (a) any damage, loss, injury or death to the extent caused or contributed to by the other party (including by the negligence, recklessness or wilful misconduct of the other party); and
- (b) any default by the other party under this Lease.

7.3 Resumption

- (a) The Landlord may terminate this Lease by notice to the Tenant if the whole of the Premises is resumed by any Government Agency.
- (b) The Tenant may terminate this Lease by notice to the Landlord if part (but not the whole) of the Premises is resumed by any Government Agency.
- (c) Neither party is liable to the other party if this Lease is terminated under clauses 7.3(a) or 7.3(b).
- (d) The Landlord and Tenant agree to work together to ensure each receive the maximum amount of compensation (if any) to which they may be respectively be entitled at law because of a resumption.

Handwritten initials 'BS' and a signature 'D.E.' in black ink.

8. DEALINGS

8.1 Dealings by Tenant

- (a) The Tenant may do any of the following without the Landlord's consent:
- (i) assign this Lease or grant a sublease of the Premises;
 - (ii) part with or share possession of the Premises;
 - (iii) grant an Encumbrance over or otherwise deal with the Tenant's interest in the Premises; or
 - (iv) procure anything specified in subparagraphs (i) to (iv).
- (b) If requested by the Landlord, the Tenant and any assignee must enter into a deed in the form the Landlord reasonably requires under which (among other things):
- (i) the assignee agrees to perform all of the Tenant's express and implied obligations under this Lease, including the obligation to indemnify the Landlord; and
 - (ii) the Landlord releases the Tenant from its obligations under the Lease.

8.2 Dealings by the Landlord

The Landlord must not:

- (a) sell, transfer or dispose of its interest in the Land or the Premises unless it has first obtained from the incoming transferee a deed of covenant in favour of the Tenant whereby the incoming transferee agrees to be bound by the terms and conditions of this Lease from the date of the transfer as if it was originally named in and was a party this Lease; or
- (b) subdivide the Premises or Land or convert the title to a strata (or similar) title without the Tenant's consent.

8.3 Directed Subleasing

If during the Term there is Vacant Area, the Tenant may direct and require the Landlord to, and the Landlord must:

- (a) as a tenant, accept a sublease of all or part of the Vacant Area from the Tenant (as the landlord) on the terms and conditions required by the Tenant (acting reasonably), including for a term which expires prior to the Terminating Date; and
- (b) grant a sub-sublease of its interest in the Sublease to a new tenant proposed by the Tenant on the terms and conditions required by the Tenant (acting reasonably), including for a term which expires prior to the terminating date of the Sublease.

9. TERMINATION

9.1 Termination of this Lease

If, at any time during the Term:

- (a) any of the Existing Leases or sub-subleases granted pursuant to clause 8.3(b) are terminated by the relevant tenant; or



- (b) if the Premises are damaged or destroyed so that the Permitted Use cannot be carried out on the Premises,

the Tenant can terminate this Lease by giving the Landlord not less than one month's written notice of termination.

9.2 Termination of prior Leases

If any lease in favour of the Tenant in respect of a period prior to the Term is lawfully terminated for any reason (other than by effluxion of time), this Lease will be automatically terminated.

10. NOTICES

10.1 How to give a notice

A notice, consent or other communication under this Lease is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) either:
 - (i) sent by pre-paid mail (by airmail, if the addressee is overseas) or delivered to that person's address; or
 - (ii) sent by fax to that person's fax number and the machine from which it is sent produces a report that states that it was sent in full without error; or

10.2 When a notice is given

A notice, consent or other communication that complies with this clause is regarded as given and received:

- (a) if it is sent by fax or delivered, if received:
 - (i) by 5.00 pm (local time in the place of receipt) on a Business Day - on that day; or
 - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day - on the next Business Day; and
- (b) if it is sent by mail:
 - (i) within Australia - three Business Days after posting; or
 - (ii) to or from a place outside Australia - seven Business Days after posting.

10.3 Address for notices

A person's address and fax number are those set out below that person's name in the relevant Item in the Reference Schedule, or as the person notifies the sender.

11. GST

- (a) If GST is or will be payable on a supply made under or in connection with this document, to the extent that the consideration otherwise provided for that supply under this document is not stated to include an amount in respect of GST on the supply;

- (i) the consideration otherwise provided for that supply under this document is increased by the amount of that GST; and
 - (ii) the recipient must make payment of the increase as and when the consideration otherwise provided for, or relevant part of it, must be paid or provided for, if the consideration has already been paid or provided, within 7 days of receiving a written demand from the supplier.
- (b) If there is an adjustment event in relation to a supply which results in the amount of GST on a supply being different from the amount in respect of GST already recovered by the supplier, as appropriate, the supplier within 14 days of becoming aware of the adjustment event:
- (i) may recover from the recipient the amount by which the amount of GST on the supply exceeds the amount already recovered by giving seven days written notice; or
 - (ii) must refund to the recipient the amount by which the amount already recovered exceeds the amount of GST on the supply; and
 - (iii) must issue an adjustment note or tax invoice reflecting the adjustment event in relation to the supply to the recipient within 28 days of the adjustment event
- (c) The right of the supplier to recover any amount in respect of GST under this document is subject to the issuing of the relevant tax invoice or adjustment note to the recipient within the time period within which the recipient is otherwise entitled to the relevant input tax credit.
- (d) Costs actually or estimated to be incurred or revenue actually or estimated to be earned or lost by a party that is required to be reimbursed or indemnified by another party or used as the basis for calculation of consideration for a supply under this document must exclude the amount of GST referable to the cost to the extent to which an entitlement arises or would arise to claim an input tax credit and in relation to revenue must exclude any amount in respect of GST referable to the revenue.
- (e) The parties each indemnify the other against all GST, and losses, liabilities and expenses (including legal liabilities on a full indemnity basis) that the other incurs (directly or indirectly) as a result of a breach of a warranty or other provision in this document relating to GST.

12. GENERAL

12.1 Governing law

- (a) This Lease and any dispute arising out of or in connection with the subject matter of this Lease is governed by the laws of New South Wales.
- (b) Each party submits to the exclusive jurisdiction of the courts of New South Wales, and courts of appeal from them, in respect of any proceedings arising out of or in connection with the subject matter of this Lease.

12.2 Liability for expenses

The Tenant must pay the Landlord's reasonable costs and expenses incurred in connection with:

- (a) the negotiation, preparation, execution, stamping and registration of this Lease;

Handwritten initials 'BS' and 'JS' above a signature 'D.E.'.

- (b) any default by the Tenant under this Lease and the enforcement or protection, or attempted enforcement or protection of any right under this Lease; and
- (c) the costs of preparing any plan needed for this Lease.

12.3 Giving effect to this Lease

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this Lease.

12.4 Variation and waiver

- (a) A provision of or a right under this Lease may not be waived or varied except in writing signed by whoever is to be bound.
- (b) The exercise of a right partially or on one occasion does not prevent any further exercise of that right in accordance with the terms of this document. Neither a forbearance to exercise a right nor a delay in the exercise of a right operates as an election between rights or a variation of the terms of this document.

12.5 Operation of this Lease

- (a) Subject to paragraph (b), this Lease contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Lease and has no further effect.
- (b) Any right that a person may have under this Lease is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this Lease which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Lease enforceable, unless this would materially change the intended effect of this Lease.

12.6 No merger

The provisions of this Lease do not merge on termination.

12.7 Expiry or termination

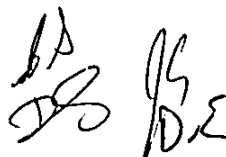
Expiry or termination of this Lease does not affect any rights arising from a breach of this Lease before then.

12.8 Exclusion of legislation

- (a) The covenants, powers and provisions implied in leases by sections 84, 84A, 85 and 86 of the *Conveyancing Act 1919* (NSW) do not apply to this Lease.
- (b) Without limiting paragraph (a), any legislation that adversely affects an obligation of the Tenant, or the exercise by the Landlord of a right or remedy, under or relating to this Lease is excluded to the full extent permitted by law.

12.9 Mitigation

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



13. DEFINITIONS AND INTERPRETATION

13.1 Definitions

In this Lease unless the contrary intention appears:

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Melbourne.

Claim means, in relation to a person, any claim, cause of action, proceeding, liability, suit or demand made against the person concerned however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Commencing Date means the date specified in Item 6(b).

Concurrent Landlord Rights has the meaning given under clause 2.1(c)(ii).

Encumbrance means:

- (a) any other mortgage, pledge, lien or charge;
- (b) an easement, restrictive covenant, caveat or similar restriction over property; or
- (c) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors in relation to any property.

Existing Leases means the leases and other occupancy arrangements between the Landlord and third parties over all or part of the Premises entered into or existing as at the date of this Lease being:

- (a) Lease No. AF922438 to Optus Mobile Pty Limited ACN 054 365 696 for the part of the Land shown hatched in plan with AF922437, commencing on 2 November 2014 and expiring on 1 November 2019;
- (b) Lease No. AF922439 to Optus Mobile Pty Limited ACN 054 365 696 for the part of the Land shown hatched in plan with AF922437, commencing on 2 November 2019 and expiring on 1 November 2024; and
- (c) Lease No. AF922440 to Optus Mobile Pty Limited ACN 054 365 696 for the part of the Land shown hatched in plan with AF922437, commencing on 2 November 2024 and expiring on 1 November 2029.

Existing Tenants means the tenants under the Existing Leases including the Existing Tenant's successors and assigns.

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person including a statutory corporation; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

GST means the same as "GST" means in the GST Law.

GST Law means the same as "GST law" means in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Land means the land described in Item 1

Landlord means the party named in Item 2.

Lease means this lease and any equitable lease or common law tenancy evidenced by this lease.

Loss means any damage, loss, costs, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or ascertained, actual or contingent.

Outgoings means all amounts assessable, chargeable, paid or payable or otherwise incurred by the Landlord in respect of the Land or the control, management or maintenance of the Land.

Permitted Use means the use specified in Item 5.

Premises means that part of the Land hatched on the Premises Plan.

Premises Plan means the plan included as Annexure B.

Prepaid Rent Amount means the amount specified in Item 8.

Rent means the annual rent specified in Item 7.

Sublease means a sublease granted by the Tenant (as sublessor) to the Landlord (as sublessee) pursuant to clause 8.3(a).

Tenant means the party named in Item 3.

Term means the term of this Lease as specified in Item 6(a).

Terminating Date means the date specified in Item 6(c).

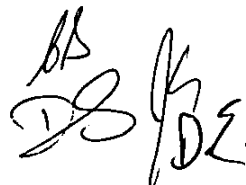
Vacant Area means that part of the Premises which is not subject to an Existing Lease or a Sublease.

13.2 **Rules for interpreting this Lease**

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Lease, except where the context makes it clear that a rule is not intended to apply.

(a) A reference to:

- (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (ii) a document (including this Lease) or agreement, or a provision of a document (including this Lease) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
- (iii) a party to this Lease or to any other document or agreement includes a successor in title, permitted substitute or permitted assign of that party;

Handwritten initials and signatures, including 'BS', 'DS', and 'DZ'.

- (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (g) The words **subsidiary, holding company** and **related body corporate** have the same meaning as in the Corporations Act.
- (h) A reference to a month is to a calendar month.
- (i) A reference to an **Item** is to the relevant Item in the Reference Schedule.
- (j) A reference to a professional body includes a succeeding body or where there is no succeeding body, a body serving similar objects as nominated by the Landlord.
- (k) A reference to **dollars** or **\$** is to an amount in Australian currency.
- (l) Terms defined in the GST Law have the same meaning in this document unless the context otherwise requires.
- (m) If a party is a member of a GST group, references to GST which the party must pay and to input tax credits which the party is entitled to claim include GST which the representative member of the GST group of which the party is a member must pay and input tax credits to which the representative member is entitled.

13.3 **Non-Business Days**

If the day on or by which a person must do something under this Lease is not a Business Day the person must do it on or by the previous Business Day.

13.4 **Multiple parties**

If a party to this Lease is made up of more than one person, or a term is used in this Lease to refer to more than one party, then unless otherwise specified in this Lease:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or that term is a reference to each of those persons separately.

Reference schedule

ITEM 1

(Clause 13.1)

Land

Lot 116 in Deposited Plan 751150, local government area Murray, parish of Mars, county of Cadell (formerly known as portion 116)
Title Diagram Crown Plan 1108.1817

ITEM 2

(Clause 13.1)

Landlord

Name: Colleen Susan Smith and Dion Brandon Smith
Address: 117 Griffith Road, Womboota, NSW 2113
Fax number: Not applicable

ITEM 3

(Clause 13.1)

Tenant

Name: IWG-TLA Australia Pty Limited
ACN: 605 816 886
Address: Level 2, Riverside Quay, 1 Southbank Boulevard, Southgate Centre, Melbourne, VIC 3006
Fax number: 1-310-306-9309
Attention: Legal Department

ITEM 4

(Clause 13.1)

Premises

Part of the Land hatched on the plan included as Annexure B.

ITEM 5

(Clauses 6.1, 13.1)

Permitted Use

Installation, upgrade, maintaining, replacement and use of telecommunications equipment

ITEM 6

(Clause 1.1, 13.1)

Term

- (a) Five (5) years
- (b) Commencing Date: 1 June 2030
- (c) Terminating Date: 31 May 2035

ITEM 7

(Clause 3.1, 13.1)

Rent

\$5,700.00 for the Term

ITEM 8

(Clause 3.1(b), 3.2, 13.1)


Prepaid Rent Amount

\$5,700.00 (GST exclusive)

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

EXECUTED as a Deed

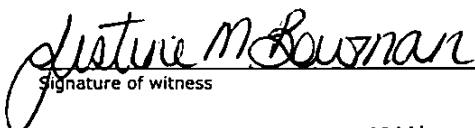
I certify that I am an eligible witness and that the Lessor signed this dealing in my presence.


Signature of witness
JUSTINE MAREE BOWMAN
209A ANSTRUTHER STREET
ECHUCA VIC 3564

An Australian Legal Practitioner within the meaning of the Legal Profession Act 2004

Address of witness


I certify that I am an eligible witness and that the Lessor signed this dealing in my presence.


Signature of witness
JUSTINE MAREE BOWMAN
209A ANSTRUTHER STREET
ECHUCA VIC 3564

An Australian Legal Practitioner within the meaning of the Legal Profession Act 2004

Address of witness

I certify that I am an eligible witness and that the Tenant's attorney signed this dealing in my presence.


Signature of witness

Don Edwin
Name of witness
1640 ADMIRALTY WAY, SUITE 107
MARINA DEL REY, CA 90292
Address of witness

Certified correct for the purposes of the Real Property Act 1900 by the Lessor.


Signature of Lessor

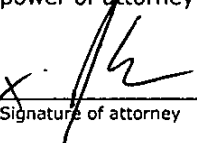
Colleen Susan Smith
Name of Lessor

Certified correct for the purposes of the Real Property Act 1900 by the Lessor.


Signature of Lessor

Don Brendan Smith
Name of Lessor

Certified correct for the purposes of the Real Property Act 1900 by the attorney named below who signed this Lease pursuant to the power of attorney specified.

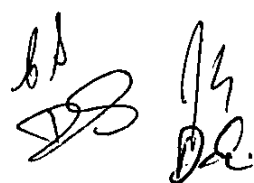

Signature of attorney

JARED SABA
Attorney name

IWG-TLA Australia Pty Limited ACN 605 816 886
Signing on behalf of

Power of attorney - Book 4690
- No 295

ANNEXURE B
PREMISES PLAN
(see over page)

Handwritten signatures in black ink, appearing to be initials or names, located in the bottom right corner of the page.

Locality: Womboota
LGA: Murray
Parish: Mars
County: Cadell
Scale: 1:2000

PLAN FOR LEASE PURPOSES
WITHIN C.T. FOLIO IDENTIFIER 116/751150

111
DP 751150

GRIFFITH ROAD
(30.175 WIDE)

MGA



116
DP 751150

C.T. FOLIO IDENTIFIER
116/751150

115
DP 751150

80
DP 751150

392.42

165.42

198°45'25" - 325.085

WIDE

392.44

20.115

ROAD

SEE
PAGE 2

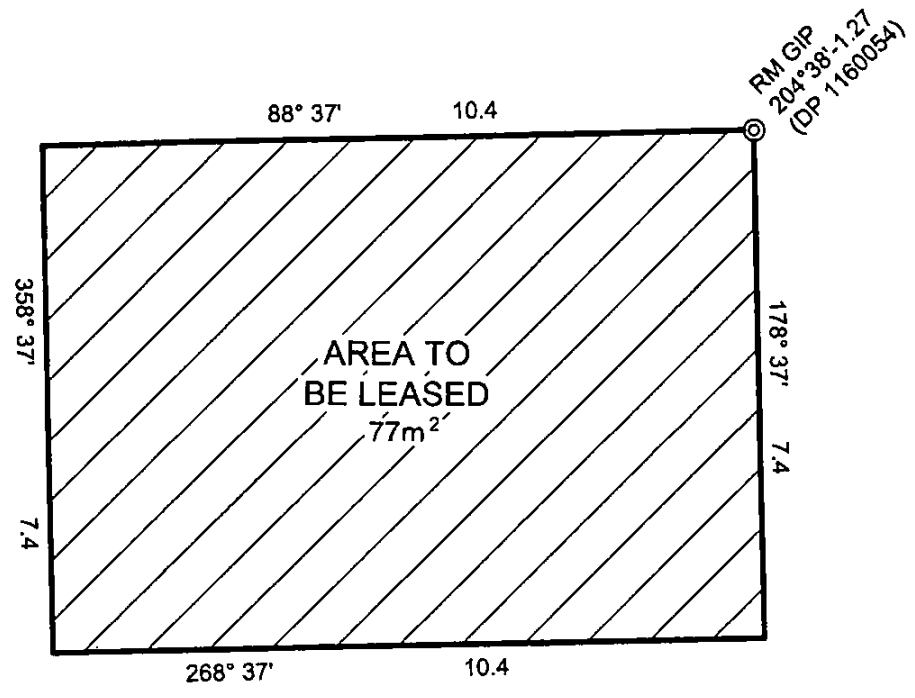
165.08

101
DP 751150

ANDREW USHER
REG'D SURVEYOR
26 May 2015

SEE DP 1160054 FOR SURVEY INFORMATION

Locality: Womboota
LGA: Murray
Parish: Mars
County: Cadell
Scale: 1:100



116
DP 751150

C.T. FOLIO IDENTIFIER
116/751150

ANDREW USHER
REG. D SURVEYOR
26 May 2015

SEE DP 1160054 FOR SURVEY INFORMATION

SIGNATURES AND SEALS OF PARTIES

THIS IS THE PLAN MARKED REFERRED TO IN

RELODGED
 Form: 07L
 Licence: 03-11-029
 - 4 NOV 2015 Ashurst Australia
 12:58
 TIME: 12:58
STAMP DUTY

RELODGED
 - 5 NOV 2015
 12:04

LEASE
 New South Wales
 Real Property Act 1900



Office of State Revenue use only

RELODGED
 (A) TORRENS TITLE
 30 OCT 2015
 TIME: 12:30

Property leased: if appropriate, specify the part or premises
 Concurrent lease of part of Lot 116 in Deposited Plan 751150 being the area hatched on the plan included as Annexure B attached to lease NO ~~AF922432~~, being folio identifier 116/751150 751150

HARRY STONE, I am authorised to make this change

*Denise Ferri Pin call
 I am authorised to make this alteration 4/11/15
 5/11/15*

(B) LODGED BY 238N	Document Name, Address or DX, Telephone, and Customer Account Number if any	CODE L
	Collection Customer Account Number: 123155F Box Ashurst Australia DX 388 Sydney Tel: 02 9258 6000 Reference (optional): DPS \ HST \ 02 3002 8476	

(C) LESSOR
 COLLEEN SUSAN SMITH and ~~DON~~ BRENDA SMITH
~~ABN 81 768 456 240~~
*DK Colleen Susan Smith
 DS Dan Brenda Smith*

The lessor leases to the lessee the property referred to above.
(D) ENCUMBRANCES (if applicable): 1. ~~AF922438~~ 2. ~~AF922439~~ 3. ~~AF922440~~

(E) LESSEE
 IWG-TLA AUSTRALIA PTY LIMITED ACN 605 816 886

(F) TENANCY:

- (G)**
1. **TERM** 5 years
 2. **COMMENCING DATE** 1 June 2035
 3. **TERMINATING DATE** 31 May 2040
 4. With an **OPTION TO RENEW** for a period of Not applicable set out in Not applicable
 5. With an **OPTION TO PURCHASE** set out in Not applicable
 6. Together with and reserving the **RIGHTS** set out in Not applicable
 7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** A and B hereto.
 8. Incorporates the provisions set out in Not applicable at the Land and Property Management Authority as No. Not applicable
 9. The **RENT** is set out in Item 7 of the Reference Schedule

DATE 22 / 06 / 2015
dd mm yyyy

(H) See page ~~last page~~ of annexure A for execution.

18

Note: where applicable, the lessor must complete the statutory declaration below.

(I) STATUTORY DECLARATION *

I solemnly and sincerely declare that-

1. The time for the exercise of option to in expired lease No. has ended;
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act 1900.

Made and subscribed at in the State of on

in the presence of of

- Justice of the Peace Practising Solicitor Other qualified witness [specify]

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person / I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months / I have confirmed the person's identity using an identification document and the document I relied on was

Signature of witness:

Signature of applicant:

* As the services of a justice of the peace, practising solicitor or other qualified witness cannot be provided at lodgment, the statutory declaration should be signed and witnessed prior to lodgment.

THIS IS THE ANNEXURE "A" REFERRED TO IN THE LEASE BETWEEN COLLEEN SUSAN SMITH AND DION BRENDAN SMITH AS LANDLORD AND IWG-TLA AUSTRALIA PTY LIMITED ACN 605 816 886 AS TENANT DATED 21 June, 2015.

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Schedule

1 Reference schedule 17

Handwritten initials and date:
BS
19 DE

THIS DEED is made on 22 June 2015

BETWEEN:

- (1) The landlord named in Item 2 (the **Landlord**); and
- (2) The tenant named in Item 3 (the **Tenant**).

RECITALS:

- A. The Landlord is registered as the proprietor of an estate in fee simple in the Land.
- B. The Landlord has agreed to grant to the Tenant and the Tenant has agreed to take a concurrent lease of the Premises for the Term at the Rent and on the terms and conditions of this Lease.
- C. The Landlord grants to the Tenant the right to all receipts of rent and other payments relating to the Premises.

THE PARTIES AGREE AS FOLLOWS:

1. GRANT OF LEASE

1.1 Grant

Subject to clause 3 and in consideration of the Tenant's agreement to pay the Rent and to perform its other obligations under this Lease, the Landlord:

- (a) leases the Premises to the Tenant for the Term; and
- (a) grants a licence to the Tenant over the Land (excluding the Premises), which licence is coupled with and runs with the leasehold interest granted to the Tenant under this Lease, to:
 - (i) have unrestricted access (both vehicle and pedestrian) across the Land to and from the Premises at all times; and
 - (ii) lay cables over, under or within the Land to connect services and utilities to the Premises.

1.2 Term

The Term begins on the Commencing Date and ends on the Terminating Date.

1.3 Holding over

- (a) If the Tenant continues to occupy the Premises with the Landlord's consent after the Terminating Date the Tenant is a yearly tenant.
- (b) Subject to this clause 1.3, the yearly tenancy is on the same terms as this Lease, but including any other changes necessary to make the terms appropriate for a yearly tenancy.
- (c) Either party may terminate the yearly tenancy by giving 12 months' written notice to the other ending on any day.

Handwritten signature and initials, possibly 'BR' and 'DE'.

2. **CONCURRENT LEASE**

2.1 **Operation**

- (a) This Lease is to operate as a concurrent lease in respect of the Existing Leases and has the effect as a lease of the reversion expectant on the determination of the Existing Leases, including the benefit of the obligations imposed on the respective occupiers by the Existing Leases.
- (b) The Tenant accepts the grant of the Lease as a concurrent lease and subject to and with the benefit of the Existing Leases.
- (c) The Landlord and the Tenant acknowledge and agree that:
 - (i) the intended effect of this Lease is for Tenant to have the benefit of each Existing Lease, notwithstanding the Tenant was not a party to the Tenant Lease;
 - (ii) the Tenant is entitled to receive all rents and other moneys payable under the Existing Leases, and to enforce all covenants on the part of the Landlord under the Existing Leases as if the Tenant was itself the landlord under each of the Existing Leases; and
 - (iii) the Tenant is authorised by the Landlord to give a notice directly to the Existing Tenants to remit all rent and other monies payable under the Existing Leases to the Tenant.
- (d) The Landlord must take all necessary steps to ensure that the Tenant has and enjoys the Concurrent Landlord Rights.

2.2 **No Superior Rights**

The Landlord must not grant a lease which is concurrent or superior to this Lease.

2.3 **Landlord's continuing obligations**

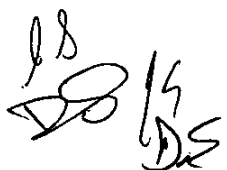
The Landlord and Tenant acknowledge and agree that despite this Lease being concurrent with the Existing Leases and the Tenant being entitled by operation of law to the Concurrent Landlord Rights:

- (a) the Landlord agrees to remain liable under the Existing Leases for all of the obligations of the landlord under the Existing Leases as if the Landlord had not granted this Lease to the Tenant; and
- (b) for clarity, the Tenant is not responsible for any cleaning, maintenance, repair or replacement whatsoever of the Premises or any improvements which may be erected on the Premises, except in respect of any damage to the Premises to the extent that such damage was caused or contributed to by the Tenant.

3. **RENT AND RENT REVIEW**

3.1 **Payment of Rent**

- (a) The Tenant must pay the Rent in Item 7 to the Landlord annually.
- (b) Notwithstanding clause 3.1(a), the parties agree that the Tenant may pay the Prepaid Rent Amount in Item 8 to the Landlord within 14 days after the Commencing Date in full and final satisfaction of the Tenant's obligation to pay the Rent under clause 3.1(a).

Handwritten signature and initials, possibly 'DS' and 'DS', in black ink.

3.2 Refund of Prepaid Rent Amount

If the Lease is terminated except by reason of the Tenant's default, the Landlord must, within 30 days of the date of termination, reimburse to the Tenant an amount equal to the proportion of the net present value of the Prepaid Rent Amount attributable to the remaining balance of the Term after the date of termination.

4. LANDLORD'S RIGHTS AND OBLIGATIONS

4.1 Quiet enjoyment

Subject to the Landlord's rights under this Lease, the Tenant may occupy the Premises without interruption by the Landlord.

4.2 Outgoings

- (a) The Landlord must pay the all Outgoings charged or assessed on the Land.
- (b) For clarity, the Tenant is not required to pay and is not responsible for any Outgoings charged or assessed on the Land.

4.3 Availability of Electricity

Subject to delays or stoppages due to repairs, maintenance, strikes, accidents or other unavoidable cause beyond the Landlord's control, the Landlord must use its best endeavours to keep electricity supplied to the Premises at all times during the Term.

4.4 Landlord's right to enter Premises

- (a) Subject to paragraph (b), the Landlord may enter the Premises at all reasonable times, if it gives the Tenant reasonable written notice to enable it to comply with any law or any notice from any Government Agency affecting the Land.
- (b) When exercising its rights under paragraph (a) the Landlord:
 - (i) must use its best endeavours to minimise any disruption to the Tenant;
 - (ii) is not required to give reasonable notice or enter at a reasonable time in the case of an emergency; and
 - (iii) must comply with any of the Tenant's reasonable safety and security requirements.

4.5 Existing Leases

- (a) The Landlord warrants that:
 - (i) copies of all of the Existing Leases have been provided to the Tenant;
 - (ii) the Existing Leases are the only leases or occupancy rights affecting the Premises as at the Commencing Date; and
 - (iii) neither it nor the tenants under the Existing Leases are not default of any of the Existing Leases which would render them liable to be terminated.
- (b) The Landlord acknowledges that on and from the grant of this Lease it has no right to exercise any rights or remedies granted to it as landlord under the Existing Leases and must not enter into any dealings with respect to the Existing Leases, including:



- (i) grant a new lease or licence;
- (ii) consent to an assignment of any Existing Lease;
- (iii) terminate any Existing Lease;
- (iv) accept a surrender of any Existing Lease; or
- (v) vary the terms of any Existing Lease.

4.6 Contamination

The Lessor warrants that, as at the Commencement Date and so far as the Lessor is aware or reasonably should be aware, the Land and the Premises do not contain substances hazardous to health or safety.

5. CAVEAT

5.1 The Landlord consents to the Caveat

The Landlord:

- (a) consents to the Tenant lodging a Caveat on the title to the Land;
- (b) must not apply for the lapsing, cancellation, withdrawal or removal of the Caveat unless the Tenant fails to comply with clause 5.2;
- (c) subject to paragraph (b), must not take any action which would cause the Caveat to lapse or be cancelled, withdrawn or removed; and
- (d) releases the Tenant from, and indemnifies the Tenant in respect of, any Claim or loss suffered or incurred by the Landlord which is caused by the Caveat.

5.2 Tenant's obligation in respect of the Caveat

The Tenant must:

- (a) consent to any dealing by the Landlord with the Land that is not inconsistent with the Tenant's rights under this Lease; and
- (b) lodge a request to withdraw the Caveat with Land and Property Information by no later than one month after the first to occur of:
 - (i) this Lease being registered at Land and Property Information; and
 - (ii) the lawful termination or expiration of this Lease.

6. TENANT'S OBLIGATIONS

6.1 General obligation

- (a) Subject to clause 6.1(b), the Tenant must use the Premises only for the Permitted Use.
- (b) The Tenant and Landlord acknowledge and agree that:
 - (i) the purpose of the grant of this Lease is as security for the financing partnership between the Landlord and Tenant;

bp
JS /s/ DE

- (ii) the Tenant will not construct, install or operate any telecommunications networks or services on the Premises but the Tenant is not liable for the acts of any third party who does these things; and
 - (iii) the Tenant has no yield up or make good obligations in respect of the Premises at the end of the Term.
- (c) The Tenant will use its best endeavors to not cause any disturbance to the Existing Tenant's quiet enjoyment under the Existing Leases.

6.2 Cost and risk of Tenant's obligations

If the Tenant is obliged to do anything under this Lease, it must do so at its cost and at its risk.

6.3 Insurance

During the Term the Tenant must maintain public risk insurance in the amount of \$20 million covering the legal liability of the Tenant to any third party (including to the Landlord).

7. RELEASE AND INDEMNITY

7.1 Release

To the extent permitted by law, the Tenant and the Landlord release each other from any Claim or Loss which a party incurs or is liable for in connection with any damage, loss, injury or death to or of any person or property on the Premises except to the extent that such Claim or Loss has been caused or contributed to by the other party, including by the negligence, recklessness or wilful misconduct of the other party.

7.2 Indemnity

The Tenant and the Landlord must indemnify each other against all Claims or Loss incurred in connection with or as a consequence of:

- (a) any damage, loss, injury or death to the extent caused or contributed to by the other party (including by the negligence, recklessness or wilful misconduct of the other party); and
- (b) any default by the other party under this Lease.

7.3 Resumption

- (a) The Landlord may terminate this Lease by notice to the Tenant if the whole of the Premises is resumed by any Government Agency.
- (b) The Tenant may terminate this Lease by notice to the Landlord if part (but not the whole) of the Premises is resumed by any Government Agency.
- (c) Neither party is liable to the other party if this Lease is terminated under clauses 7.3(a) or 7.3(b).
- (d) The Landlord and Tenant agree to work together to ensure each receive the maximum amount of compensation (if any) to which they may be respectively be entitled at law because of a resumption.

8. DEALINGS

8.1 Dealings by Tenant

- (a) The Tenant may do any of the following without the Landlord's consent:
- (i) assign this Lease or grant a sublease of the Premises;
 - (ii) part with or share possession of the Premises;
 - (iii) grant an Encumbrance over or otherwise deal with the Tenant's interest in the Premises; or
 - (iv) procure anything specified in subparagraphs (i) to (iv).
- (b) If requested by the Landlord, the Tenant and any assignee must enter into a deed in the form the Landlord reasonably requires under which (among other things):
- (i) the assignee agrees to perform all of the Tenant's express and implied obligations under this Lease, including the obligation to indemnify the Landlord; and
 - (ii) the Landlord releases the Tenant from its obligations under the Lease.

8.2 Dealings by the Landlord

The Landlord must not:

- (a) sell, transfer or dispose of its interest in the Land or the Premises unless it has first obtained from the incoming transferee a deed of covenant in favour of the Tenant whereby the incoming transferee agrees to be bound by the terms and conditions of this Lease from the date of the transfer as if it was originally named in and was a party this Lease; or
- (b) subdivide the Premises or Land or convert the title to a strata (or similar) title without the Tenant's consent.

8.3 Directed Subleasing

If during the Term there is Vacant Area, the Tenant may direct and require the Landlord to, and the Landlord must:

- (a) as a tenant, accept a sublease of all or part of the Vacant Area from the Tenant (as the landlord) on the terms and conditions required by the Tenant (acting reasonably), including for a term which expires prior to the Terminating Date; and
- (b) grant a sub-sublease of its interest in the Sublease to a new tenant proposed by the Tenant on the terms and conditions required by the Tenant (acting reasonably), including for a term which expires prior to the terminating date of the Sublease.

9. TERMINATION

9.1 Termination of this Lease

If, at any time during the Term:

- (a) any of the Existing Leases or sub-subleases granted pursuant to clause 8.3(b) are terminated by the relevant tenant; or

- (b) if the Premises are damaged or destroyed so that the Permitted Use cannot be carried out on the Premises,

the Tenant can terminate this Lease by giving the Landlord not less than one month's written notice of termination.

9.2 Termination of prior Leases

If any lease in favour of the Tenant in respect of a period prior to the Term is lawfully terminated for any reason (other than by effluxion of time), this Lease will be automatically terminated.

10. NOTICES

10.1 How to give a notice

A notice, consent or other communication under this Lease is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) either:
 - (i) sent by pre-paid mail (by airmail, if the addressee is overseas) or delivered to that person's address; or
 - (ii) sent by fax to that person's fax number and the machine from which it is sent produces a report that states that it was sent in full without error; or

10.2 When a notice is given

A notice, consent or other communication that complies with this clause is regarded as given and received:

- (a) if it is sent by fax or delivered, if received:
 - (i) by 5.00 pm (local time in the place of receipt) on a Business Day - on that day; or
 - (ii) after 5.00 pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day - on the next Business Day; and
- (b) if it is sent by mail:
 - (i) within Australia - three Business Days after posting; or
 - (ii) to or from a place outside Australia - seven Business Days after posting.

10.3 Address for notices

A person's address and fax number are those set out below that person's name in the relevant Item in the Reference Schedule, or as the person notifies the sender.

11. GST

- (a) If GST is or will be payable on a supply made under or in connection with this document, to the extent that the consideration otherwise provided for that supply under this document is not stated to include an amount in respect of GST on the supply;

- (i) the consideration otherwise provided for that supply under this document is increased by the amount of that GST; and
 - (ii) the recipient must make payment of the increase as and when the consideration otherwise provided for, or relevant part of it, must be paid or provided for, if the consideration has already been paid or provided, within 7 days of receiving a written demand from the supplier.
- (b) If there is an adjustment event in relation to a supply which results in the amount of GST on a supply being different from the amount in respect of GST already recovered by the supplier, as appropriate, the supplier within 14 days of becoming aware of the adjustment event:
- (i) may recover from the recipient the amount by which the amount of GST on the supply exceeds the amount already recovered by giving seven days written notice; or
 - (ii) must refund to the recipient the amount by which the amount already recovered exceeds the amount of GST on the supply; and
 - (iii) must issue an adjustment note or tax invoice reflecting the adjustment event in relation to the supply to the recipient within 28 days of the adjustment event
- (c) The right of the supplier to recover any amount in respect of GST under this document is subject to the issuing of the relevant tax invoice or adjustment note to the recipient within the time period within which the recipient is otherwise entitled to the relevant input tax credit.
- (d) Costs actually or estimated to be incurred or revenue actually or estimated to be earned or lost by a party that is required to be reimbursed or indemnified by another party or used as the basis for calculation of GST consideration for a supply under this document must exclude the amount of GST referable to the cost to the extent to which an entitlement arises or would arise to claim an input tax credit and in relation to revenue must exclude any amount in respect of GST referable to the revenue.
- (e) The parties each indemnify the other against all GST, and losses, liabilities and expenses (including legal liabilities on a full indemnity basis) that the other incurs (directly or indirectly) as a result of a breach of a warranty or other provision in this document relating to GST.

12. GENERAL

12.1 Governing law

- (a) This Lease and any dispute arising out of or in connection with the subject matter of this Lease is governed by the laws of New South Wales.
- (b) Each party submits to the exclusive jurisdiction of the courts of New South Wales, and courts of appeal from them, in respect of any proceedings arising out of or in connection with the subject matter of this Lease.

12.2 Liability for expenses

The Tenant must pay the Landlord's reasonable costs and expenses incurred in connection with:

- (a) the negotiation, preparation, execution, stamping and registration of this Lease;

- (b) any default by the Tenant under this Lease and the enforcement or protection, or attempted enforcement or protection of any right under this Lease; and
- (c) the costs of preparing any plan needed for this Lease.

12.3 Giving effect to this Lease

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this Lease.

12.4 Variation and waiver

- (a) A provision of or a right under this Lease may not be waived or varied except in writing signed by whoever is to be bound.
- (b) The exercise of a right partially or on one occasion does not prevent any further exercise of that right in accordance with the terms of this document. Neither a forbearance to exercise a right nor a delay in the exercise of a right operates as an election between rights or a variation of the terms of this document.

12.5 Operation of this Lease

- (a) Subject to paragraph (b), this Lease contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Lease and has no further effect.
- (b) Any right that a person may have under this Lease is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this Lease which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Lease enforceable, unless this would materially change the intended effect of this Lease.

12.6 No merger

The provisions of this Lease do not merge on termination.

12.7 Expiry or termination

Expiry or termination of this Lease does not affect any rights arising from a breach of this Lease before then.

12.8 Exclusion of legislation

- (a) The covenants, powers and provisions implied in leases by sections 84, 84A, 85 and 86 of the *Conveyancing Act 1919* (NSW) do not apply to this Lease.
- (b) Without limiting paragraph (a), any legislation that adversely affects an obligation of the Tenant, or the exercise by the Landlord of a right or remedy, under or relating to this Lease is excluded to the full extent permitted by law.

12.9 Mitigation

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

13. DEFINITIONS AND INTERPRETATION

13.1 Definitions

In this Lease unless the contrary intention appears:

Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in Melbourne.

Claim means, in relation to a person, any claim, cause of action, proceeding, liability, suit or demand made against the person concerned however it arises and whether it is present or future, fixed or unascertained, actual or contingent.

Commencing Date means the date specified in Item 6(b).

Concurrent Landlord Rights has the meaning given under clause 2.1(c)(ii).

Encumbrance means:

- (a) any other mortgage, pledge, lien or charge;
- (b) an easement, restrictive covenant, caveat or similar restriction over property; or
- (c) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation, or that gives a creditor priority over unsecured creditors in relation to any property.

Existing Leases means the leases and other occupancy arrangements between the Landlord and third parties over all or part of the Premises entered into or existing as at the date of this Lease being:

- (a) Lease No. AF922438 to Optus Mobile Pty Limited ACN 054 365 696 for the part of the Land shown hatched in plan with AF922437, commencing on 2 November 2014 and expiring on 1 November 2019;
- (b) Lease No. AF922439 to Optus Mobile Pty Limited ACN 054 365 696 for the part of the Land shown hatched in plan with AF922437, commencing on 2 November 2019 and expiring on 1 November 2024; and
- (c) Lease No. AF922440 to Optus Mobile Pty Limited ACN 054 365 696 for the part of the Land shown hatched in plan with AF922437, commencing on 2 November 2024 and expiring on 1 November 2029.

Existing Tenants means the tenants under the Existing Leases including the Existing Tenant's successors and assigns.

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person including a statutory corporation; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

GST means the same as "GST" means in the GST Law.

GST Law means the same as "GST law" means in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Land means the land described in Item 1

Landlord means the party named in Item 2.

Lease means this lease and any equitable lease or common law tenancy evidenced by this lease.

Loss means any damage, loss, costs, expense or liability incurred by the person concerned, however it arises and whether it is present or future, fixed or ascertained, actual or contingent.

Outgoings means all amounts assessable, chargeable, paid or payable or otherwise incurred by the Landlord in respect of the Land or the control, management or maintenance of the Land.

Permitted Use means the use specified in Item 5.

Premises means that part of the Land hatched on the Premises Plan.

Premises Plan means the plan included as Annexure B.

Prepaid Rent Amount means the amount specified in Item 8.

Rent means the annual rent specified in Item 7.

Sublease means a sublease granted by the Tenant (as sublessor) to the Landlord (as sublessee) pursuant to clause 8.3(a).

Tenant means the party named in Item 3.

Term means the term of this Lease as specified in Item 6(a).

Terminating Date means the date specified in Item 6(c).


Vacant Area means that part of the Premises which is not subject to an Existing Lease or a Sublease.

13.2 Rules for interpreting this Lease

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Lease, except where the context makes it clear that a rule is not intended to apply.

(a) A reference to:

- (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- (ii) a document (including this Lease) or agreement, or a provision of a document (including this Lease) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
- (iii) a party to this Lease or to any other document or agreement includes a successor in title, permitted substitute or permitted assign of that party;



- (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
- (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (e) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.
- (f) The word **agreement** includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (g) The words **subsidiary, holding company** and **related body corporate** have the same meaning as in the Corporations Act.
- (h) A reference to a month is to a calendar month.
- (i) A reference to an **Item** is to the relevant Item in the Reference Schedule.
- (j) A reference to a professional body includes a succeeding body or where there is no succeeding body, a body serving similar objects as nominated by the Landlord.
- (k) A reference to **dollars** or **\$** is to an amount in Australian currency.
- (l) Terms defined in the GST Law have the same meaning in this document unless the context otherwise requires.
- (m) If a party is a member of a GST group, references to GST which the party must pay and to input tax credits which the party is entitled to claim include GST which the representative member of the GST group of which the party is a member must pay and input tax credits to which the representative member is entitled.

13.3 Non-Business Days

If the day on or by which a person must do something under this Lease is not a Business Day the person must do it on or by the previous Business Day.

13.4 Multiple parties

If a party to this Lease is made up of more than one person, or a term is used in this Lease to refer to more than one party, then unless otherwise specified in this Lease:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or that term is a reference to each of those persons separately.

Handwritten signatures and initials, including 'b8' and 'G.E.'.

Reference schedule

ITEM 1

(Clause 13.1)

Land

Lot 116 in Deposited Plan 751150, local government area Murray, parish of Mars, county of Cadell (formerly known as portion 116)
Title Diagram Crown Plan 1108.1817

ITEM 2

(Clause 13.1)

Landlord

Name: Colleen Susan Smith and Dion Brandon Smith
Address: 117 Griffith Road, Womboota, NSW 2113
Fax number: Not applicable

ITEM 3

(Clause 13.1)

Tenant

Name: IWG-TLA Australia Pty Limited
ACN: 605 816 886
Address: Level 2, Riverside Quay, 1 Southbank Boulevard, Southgate Centre, Melbourne, VIC 3006
Fax number: 1-310-306-9309
Attention: Legal Department

ITEM 4

(Clause 13.1)

Premises

Part of the Land hatched on the plan included as Annexure B.

ITEM 5

(Clauses 6.1, 13.1)

Permitted Use

Installation, upgrade, maintaining, replacement and use of telecommunications equipment

ITEM 6

(Clause 1.1, 13.1)

Term

- (a) Five (5) years
- (b) Commencing Date: 1 June 2035
- (c) Terminating Date: 31 May 2040

ITEM 7

(Clause 3.1, 13.1)

Rent

\$5,700.00 for the Term

ITEM 8

(Clause 3.1(b), 3.2, 13.1)

Prepaid Rent Amount

\$5,700.00 (GST exclusive)



EXECUTED as a Deed

I certify that I am an eligible witness and that the Lessor signed this dealing in my presence.

Justine M Bowman
Signature of witness

JUSTINE MAREE BOWMAN
209A ANSTRUTHER STREET
ECHUCA VIC 3564
Name of witness

An Australian Legal Practitioner within the meaning of the Legal Profession Act 2004

Address of witness

Certified correct for the purposes of the Real Property Act 1900 by the Lessor.

Colleen Susan Smith
Signature of Lessor

Colleen Susan Smith
Name of Lessor

I certify that I am an eligible witness and that the Lessor signed this dealing in my presence.

Justine M Bowman
Signature of witness

JUSTINE MAREE BOWMAN
209A ANSTRUTHER STREET
ECHUCA VIC 3564
Name of witness

An Australian Legal Practitioner within the meaning of the Legal Profession Act 2004

Address of witness

Certified correct for the purposes of the Real Property Act 1900 by the Lessor.

Don Brendan Smith
Signature of Lessor

Don Brendan Smith
Name of Lessor

I certify that I am an eligible witness and that the Tenant's attorney signed this dealing in my presence.

Don Ervin X
Signature of witness

Don Ervin X
Name of witness

4640 Admiralty Way, #1030 X
Maringa Del Rey, Ct 90292
Address of witness

Certified correct for the purposes of the Real Property Act 1900 by the attorney named below who signed this Lease pursuant to the power of attorney specified.

JARRED SABA X
Signature of attorney

JARRED SABA
Attorney name

IWG-TLA Australia Pty Limited ACN 605 816 886
Signing on behalf of

Power of attorney

- Book 4690
- No 295

ANNEXURE B
PREMISES PLAN
(see over page)

BS
DS
DE

Locality: Womboota
LGA: Murray
Parish: Mars
County: Cadell
Scale: 1:2000

PLAN FOR LEASE PURPOSES
WITHIN C.T. FOLIO IDENTIFIER 116/751150

111
DP 751150

GRIFFITH
(30.175 WIDE) ROAD

MGA



165.42

116
DP 751150

C.T. FOLIO IDENTIFIER
116/751150

115
DP 751150

392.42

198°45'25" - 325.085

WIDE

80
DP 751150

392.44

20.115

ROAD

SEE
PAGE 2

165.08

101
DP 751150

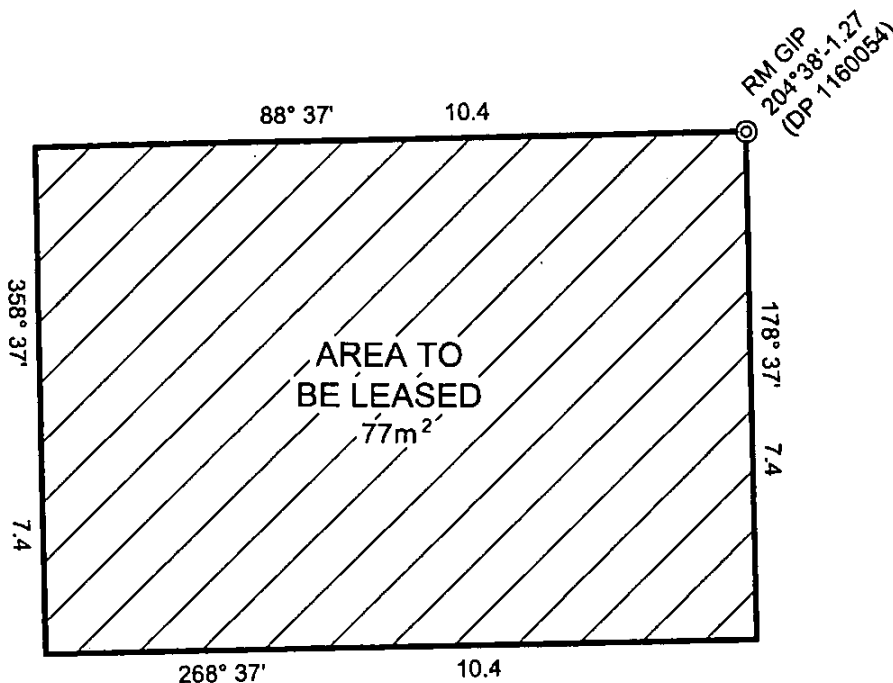
ANDREW USHER
REG'D SURVEYOR
26 May 2015

SEE DP 1160054 FOR SURVEY INFORMATION

Locality: Womboota
LGA: Murray
Parish: Mars
County: Cadell
Scale: 1:100

Page 2 of 2 pages

MGA



116
DP 751150

C.T. FOLIO IDENTIFIER
116/751150

ANDREW USHER
REG.D SURVEYOR
26 May 2015

SEE DP 1160054 FOR SURVEY INFORMATION

SIGNATURES AND SEALS OF PARTIES

THIS IS THE PLAN MARKED REFERRED TO IN



FOLIO: AUTO CONSOL 15222-105

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
8/1/2021	12:04 PM	6	8/9/2018

NO CERTIFICATE OF TITLE HAS ISSUED FOR THE CURRENT EDITION OF THIS FOLIO.
CONTROL OF THE RIGHT TO DEAL IS HELD BY WESTPAC BANKING CORPORATION.

LAND

LAND DESCRIBED IN SCHEDULE OF PARCELS
AT WOMBOOTA
LOCAL GOVERNMENT AREA MURRAY RIVER
PARISH OF MARS COUNTY OF CADELL
TITLE DIAGRAM SEE SCHEDULE OF PARCELS

FIRST SCHEDULE

COLLEEN SUSAN SMITH
DION BRENDAN SMITH
AS JOINT TENANTS (T AA668957)

SECOND SCHEDULE (2 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE MEMORANDUM S700000A
- 2 AD675357 MORTGAGE TO WESTPAC BANKING CORPORATION

NOTATIONS

UNREGISTERED DEALINGS: NIL

SCHEDULE OF PARCELS

LOT 108 IN DP751150
LOT 109 IN DP751150
LOT 110 IN DP751150

TITLE DIAGRAM

CROWN PLAN 1100.1817
CROWN PLAN 1101.1817
CROWN PLAN 1102.1817.

*** END OF SEARCH ***

210007SH

PRINTED ON 8/1/2021

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

MURRAY SHIRE



Papers
 3168

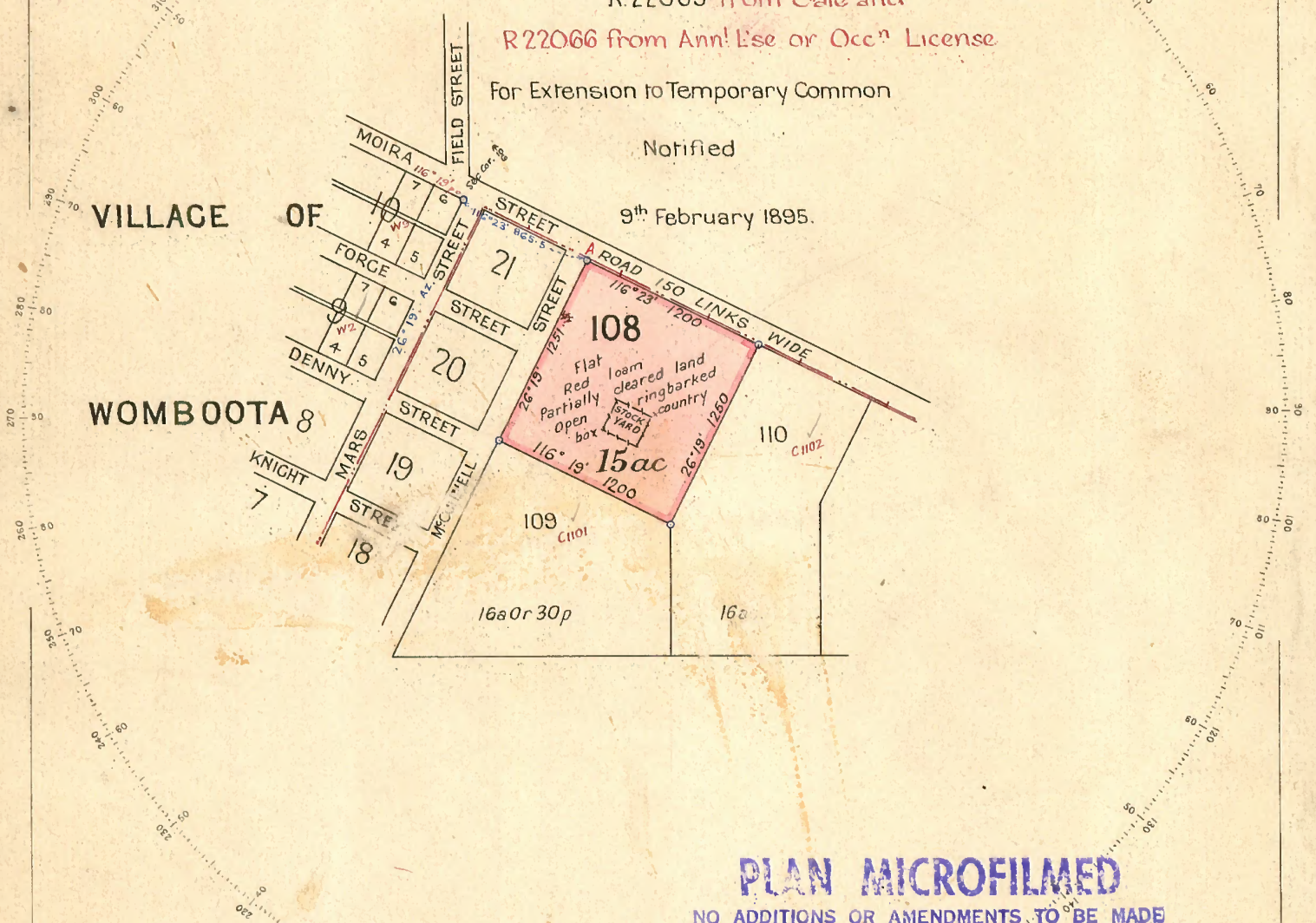
PLAN OF PORTION 108
 County of Cadell Parish of Mars

Land District of Deniliquin Land Board District of Hay Central Division
 Applied for under the Section of the Crown Lands Act of by

Surveyed with a view to Settlement as Suburban Holdings under Section 13 of the Crown Lands Act 1912.
 Within Suburban boundaries of Village of Womboota.
 Within V.R. 498 for Use Notified 5th April 1880 - Rev. 24th Dec. 1912
 Within R for Temporary Common & Village Ext. Notified 25th October 1880 - Rev. 24th Dec. 1912
 Within Suburban Holdings Area No. 183 (Annual Rent £3 for 1st period of 20 yrs.) Notified 24th December 1912.
 Sale at Moama 25th October 1917. Gazette folio 5058. Revoked 7th September 1917.
 For 108.
 Not bid for.
 Sp. L. 223. Jan 24. Walter Crump, for Grazing & Agriculture, Term 1-8-22 to 31-12-35.
 Granted Gaz. 4-8-22. Term extended to 31-12-42 (now 47s or 30p) Gaz. 20-12-35 R. Am. S. P. L. other than 1-8-22.
 Pt. Sp. L. 501. Jan 4th. Alfred Walter Crump. Gaz. 1-2-52.

R.22065 from Sale and
 R.22066 from Ann. Use or Occ. License
 For Extension to Temporary Common

Notified
 9th February 1895.



PLAN MICROFILMED
 NO ADDITIONS OR AMENDMENTS TO BE MADE

Azimuth taken from S.E. B^{dy} of Town Sections 9 & 10
 Field Book Vol. 1791. Folios 43 to 45.

Reference to Corners

Corner	Bearing	From	Links	N ^o on Tree
Numbered posts at all corners				
A	Tack in fence post	Sp. L. 108. Vide Ms. 1581. H.		

Reference to Traverse

Line	Bearing	Distance
Checked on Road Office Maps Hidden 21/10/1912 Examined 4 th Nov 1912		

I hereby certify that I in person made and completed the survey represented on this plan on the 29th July 1912. and which are written the bearings and lengths of, the lines measured by me and I declare that the survey has been executed in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Department of Lands.

A. L. Stinson Licensed Surveyor

Transmitted to the District Surveyor with my letter of 31st July N^o 12-51

Voucher N^o Passed Staff
 Calculation Book N^o B/54 Folio 15
 Checked and Charted 21st October 1912 Geo. Allen
 Examined H. Campbell
 Plan approved 24/10/1912
 Draftsman in Charge

Improvements 9chs. 7w. fence (Vard) @ 9/4 per. ch. £3.15.0
 15ac. old ringbarking and partial clearing @ 10/ per. ac. £7.10.0

Scale 10 Chains to an Inch.

MURRAY SHIRE



PLAN OF PORTION 109 County of Cadell Parish of Mars

Papers
 No. 3169
 Enclosures
 H.A.Y.

Land District of Deniliquin Land Board District of Hay Central Division

Applied for under the Section of the Crown Lands Act of by

Surveyed with a view to Settlement as Suburban Holdings under Section 13 of the Crown Lands Act of 1912.

Within Suburban boundaries Village of Womboota

Within V.R. 498 fr Use Notified 5th April 1880. Revoked 24th December 1912

Within R for Temporary Common Village Ext. Notified 25th Oct. 1880. Revoked 24th December 1912

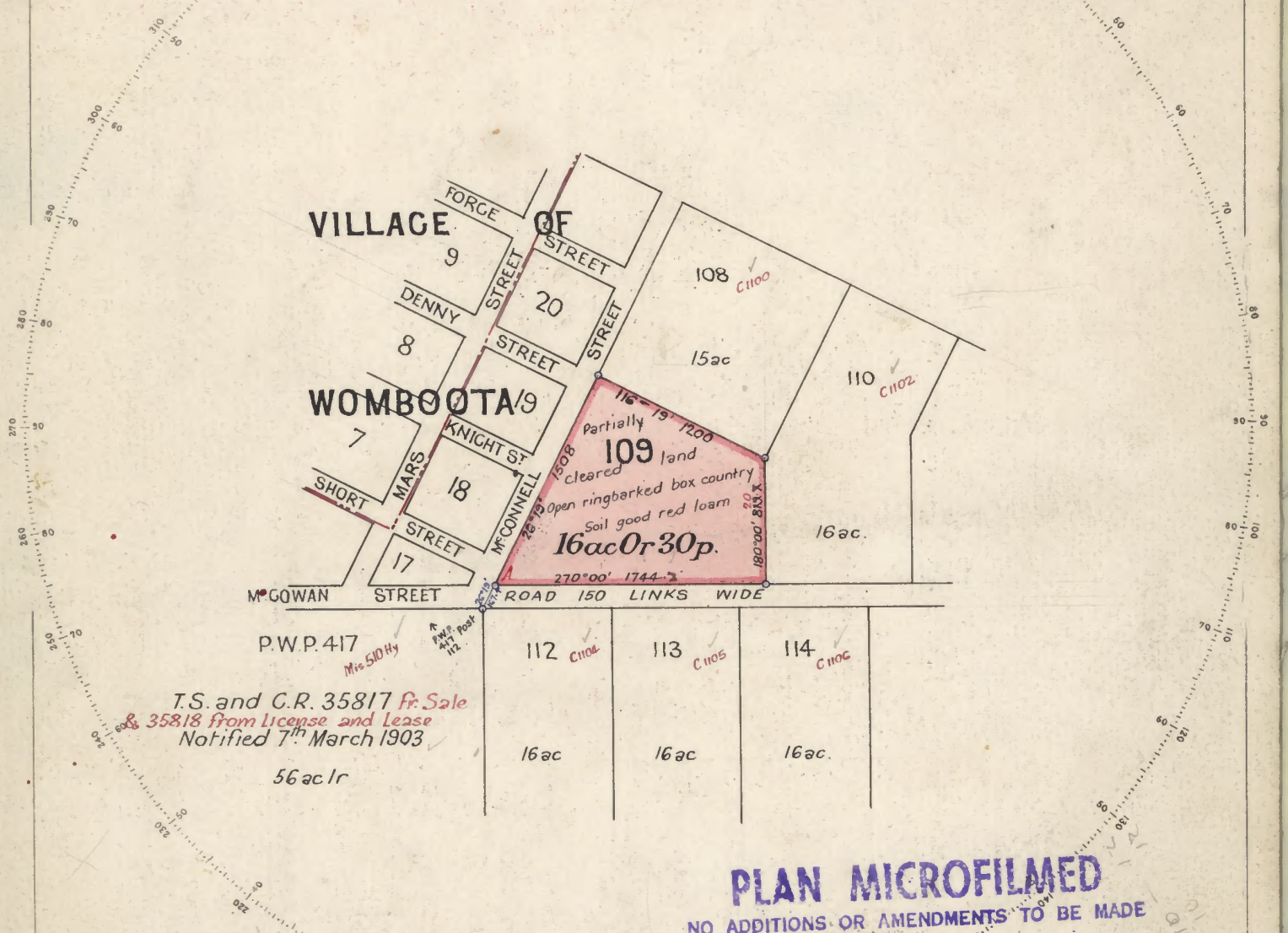
Within Suburban Holding Area No. 183 Annual Rent £34.0 for 1st period of 20 yrs. Notified 24th December 1912 }
 Sale at Moama 25th October 1917 Gazette folio 5058 } Revoked 7th September 1917

Por 109

Not bid for

~~Pt Sp L. 22-3 Jan 24 Walter Crump for Grazing & Agriculture Term 1-8-22 to 31-12-35 Gld Gaz. 4-8-22
 do now 27s Or 30p Temp extended to 31-12-35 Res Am B and 5 other than A L C 2-19-29 Revoked 19-10-51~~

Pt Sp L. 50-1 Jan 4th Alfred Walter Crump. Gaz. 1-2-52.



PLAN MICROFILMED
 NO ADDITIONS OR AMENDMENTS TO BE MADE

Azimuth taken from S.E. B⁹ of Town Sections 9 & 10
 Field Book Vol. 7971 Folios 43 to 45

Reference to Corners

Corner	Bearing	From	Links	No on Tree
Numbered posts at all corners				
A		Track in Fence Post		Sp. L. 109 Vid. No. 1581 My.

Reference to Traverse

Line	Bearing	Distance
Charted on Head Office Maps		
Witnessed 31 Oct 1912		
Examined at 4 Nov 1912		

I hereby certify that I in person made and on the 29th July 1912 completed the survey represented on this plan on which are written the bearings and lengths of the lines measured by me and I declare that the survey has been executed in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Department of Lands.

A. L. Atkinson Licensed Surveyor
 Transmitted to the District Surveyor with my letter of 31st July N^o 12-53

Voucher N^o Passed Staff
 Calculation Book N^o B154 Folio 15
 Checked and Charted 21st Oct 1912 Geo. Allen
 Examined } H. Campbell
 Plan approved } 24/10/1912
 Draftsman in Charge

Improvements
 16 ac. old ringbarking and partial clearing @ 14 per ac. £3.

Scale 10 Chains to an Inch.

MURRAY SHIRE



Papers
/3167

PLAN OF PORTION IIO

County of Cadell Parish of Mars

Land District of Deniliquin Land Board District of Hay Central Division

Applied for under the Section of the Crown Lands Act of by

Surveyed with a view to Settlement as Suburban Holdings under Section 13 of the Crown Lands Act of 1912.

Within Suburban boundaries of Village of Womboota.

Within VR 498 for Lease Notified 5th April 1880. Revoked 24th December 1912

Within R for Temporary Common & Village Extⁿ. Notified 25th October 1880. Revoked 24th December 1912

Within Suburban Holding Area No 183 (Annual Rent £3.0.0 for 1st period of 20 yrs) Notified 24th December 1912

Sale at Moama 25th October 1917 Gazette folio 5058 Revoked 7th September 1917

Por. IIO

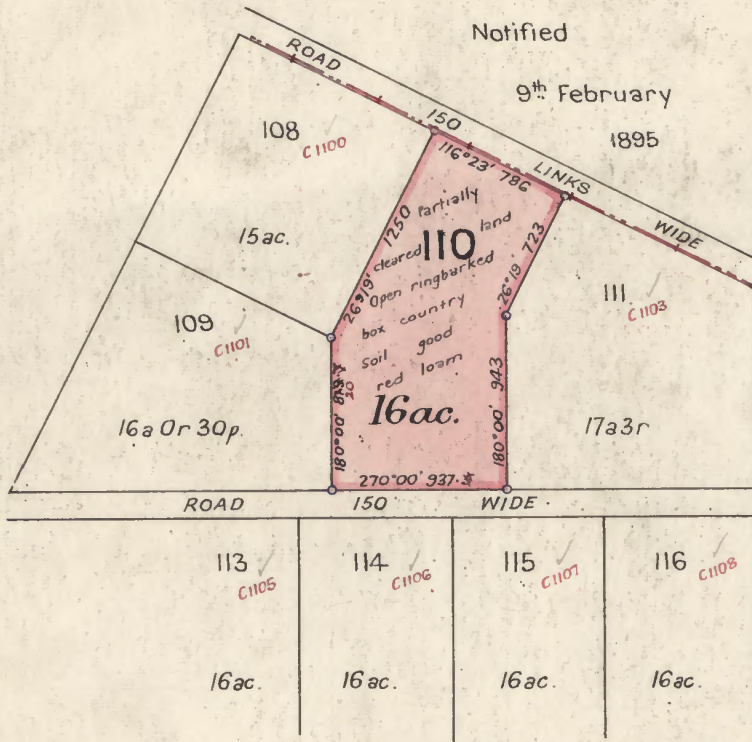
Not bid for

~~Sp.L. 22-23, Walter Crump, for Grazing & Agriculture, Term 4-8-22 to 31-12-35, Total 6-37-4-8-22.~~

~~do non Sp.L. 22/3 (12 or 30 p) Term extended to 31-12-42 Gz. 20-12-25 R.M.S. and L. other than A.D. Sec 228 Revoked 19-10-51~~

Pt. Sp.L. 50-1. Jan. 4th Alfred Walter Crump. Gz. 1. 2. 52.

R. 22065 for Sale and
 R. 22066 from Ann^l Lease or Occⁿ License
 For Extension to Temp^l Common



PLAN MICROFILMED
 NO ADDITIONS OR AMENDMENTS TO BE MADE

Azimuth taken from S.E.B. of Town Sections 9 & 10
 Field Book Vol. 7971 Folios 43 to 45

Reference to Corners

Corner	Bearing	From	Links	N ^o on Tree
Numbered Posts at all corners				

Reference to Traverse

Line	Bearing	Distance
Charted on Head Office Maps Charted 31 Oct 1912 Examined AP 4 Nov 1912		

I hereby certify that I in person made and on the 29th July 1912 completed the survey represented on this plan on which are written the bearings and lengths of the lines measured by me and I declare that the survey has been executed in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Department of Lands.

A. H. Stinson Licensed Surveyor

Transmitted to the District Surveyor with my letter of 31st July N^o 12-52

Voucher N^o Passed Staff
 Calculation Book N^o B154 Folio 15
 Checked and Charted 21st Oct 1912 - Geo Allen
 Examined } H. Campbell
 Plan approved } 24/10/1912
 Draftsman in Charge

Improvements

16ac. old ringbarking and partial clearing at 10/- per ac. 1/3

Scale 10 Chains to an Inch.

Lithographed and Printed at the Department of Lands, Sydney, N.S.W. 622301

N^o of L.H. 116/4.C

Cat. N^o C.1102 1817



FOLIO: AUTO CONSOL 8664-42

SEARCH DATE	TIME	EDITION NO	DATE
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15/1/2021	12:38 PM	2	9/1/2008

LAND

LAND DESCRIBED IN SCHEDULE OF PARCELS
LOCAL GOVERNMENT AREA MURRAY RIVER
PARISH OF MARS COUNTY OF CADELL
TITLE DIAGRAM SEE SCHEDULE OF PARCELS

FIRST SCHEDULE

COLLEEN SUSAN SMITH
DION BRENDAN SMITH
AS JOINT TENANTS (T AA668957)

SECOND SCHEDULE (3 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS (S.171 CROWN LANDS ACT 1989)
- 2 AC748607 RESTRICTION ON USE (PREVENTION OF SUBDIVISION), SEE SECTION 77B CROWN LANDS ACT 1989
- 3 RESTRICTIONS ON USE (PREVENTING DEALINGS THAT WILL RESULT IN SEPARATE OWNERSHIP OF THE PARCELS CONTAINED HEREIN), SEE SECTION 77B CROWN LANDS ACT 1989 :112/751150 & 113/751150

NOTATIONS

UNREGISTERED DEALINGS: NIL

SCHEDULE OF PARCELS

LOT 112 IN DP751150
LOT 113 IN DP751150

TITLE DIAGRAM

CROWN PLAN 1104.1817
CROWN PLAN 1105.1817.

*** END OF SEARCH ***

210007SH

PRINTED ON 15/1/2021

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

MURRAY SHIRE

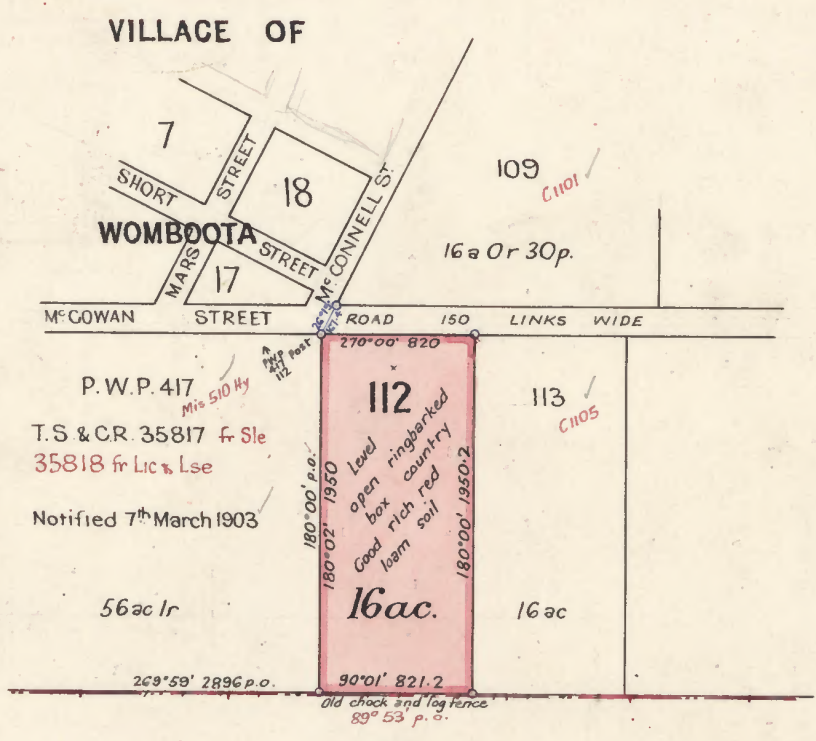


PLAN OF PORTION 112 County of Cadell Parish of Mars

LAND BOARD OFFICE
 Papers
 No 12/3165
 Enclosure
 HAY

Land District of Deniliquin Land Board District of Hay Central Division
 Applied for under the Section of the Crown Lands Act of by

Surveyed with a view to Settlement as Suburban Holdings under Section 13 of the Crown Lands Act of 1912.
 Within Suburban boundaries Village of Womboota.
 Within V.R. 498 for Lse Notified 5th April 1880 - Revoked 24th December 1912
 Within R. for Temporary Common Village Ext. Notified 25th Oct. 1880 - Revoked 24th December 1912
 Within Suburban Holding Area N^o 183 (Annual Rent £3 for 1st period of 20 yrs), Notified 24th Dec 1912: Revoked 7th September 1917
 Sale at Moama 25th October 1917 Gazette folio 5058
 Por. 112
 Not bid for
 Within Suburban Holding Area N^o 1055: Notd 18th July 19
 P.S.H. 20.3 June 14th Francis Harold Freeman (32ac) withdrawn
 P.S.H. 21.1 March 11th Walter Crump. (32ac) Confd



P.W.P. 417
 T.S. & C.R. 35817 for Sle
 35818 for Lic & Lse
 Notified 7th March 1903

A.W. Robertson & J. Wagner

PLAN MICROFILMED
 NO ADDITIONS OR AMENDMENTS TO BE MADE

Azimuth taken from S.E. B^{dy} of Town Sections 9 & 10
 Field Book Vol. 7971 Folios 43 to 45.

Reference to Corners

Corner	Bearing	From	Links	N ^o on Free
Numbered Posts at all corners				

Reference to Traverse

Line	Bearing	Distance

I hereby certify that I in person made and completed the survey represented on this plan on which are written the bearings and lengths of the lines measured by me and I declare that the survey has been executed in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Department of Lands.

A. H. Stinson Licensed Surveyor

Transmitted to the District Surveyor with my letter of 2nd August N^o 12-55

Voucher N^o Passed *Stoff*
 Calculation Book N^o B154 Folio 16
 Checked and Charted 21st October 1912 - *Geo Allen*
 Examined *Hecampbell*
 Plan approved 24/10/1912
Draftsman in Charge

Checked on Head Office Maps
Shiden 31 Oct 1912
 Examined *At*
 4th Nov 1912

Improvements 16ac old ringbarking at 10/- per ac £8.
 3 1/2 chs. Check and log fencing @ £6 per mile 1/2 = 6/1

Scale 10 Chains to an Inch.

MURRAY SHIRE



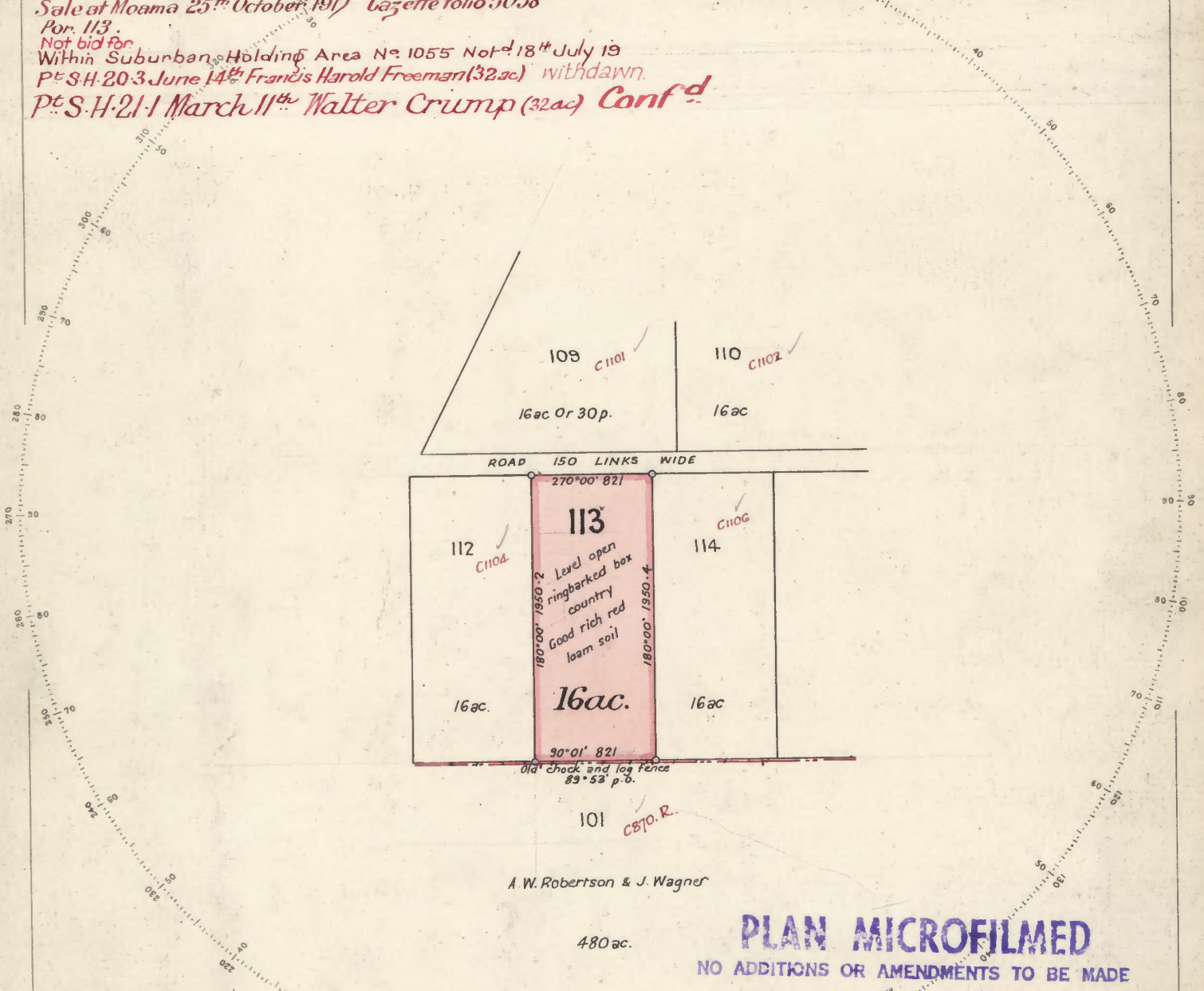
Papers
 3164
 Enclosure

PLAN OF PORTION 113 County of Cadell Parish of Mars

Land District of Deniliquin Land Board District of Hay Central Division
 Applied for under the Section of the Crown Lands Act of by

Surveyed with a view to Settlement as Suburban Holdings under Section 13 of the Crown Lands Act of 1912.

Within Suburban boundaries Village of Wamboona
 Within VR 498 fr Lse. Notified 5th April 1880 - Revoked 24th December 1912
 Within R for Temporary Commons & Village Extⁿ Notified 25th Oct 1880 - Revoked 24th Dec 1912
 Within Suburban Holding Area N^o 183 Annual Rent f 2.19.0 for 1st period of 20 yrs) Notified 24th December 1912
 Sale at Moama 25th October 1917 Gazette folio 5058 Revoked 7th September 1917
 Por. 113.
 Not bid for
 Within Suburban Holding Area N^o 1055 Not^d 18th July 19
 Pt S.H. 20.3 June 14th Francis Harold Freeman (32ac) withdrawn.
 Pt S.H. 21.1 March 11th Walter Crump (32ac) Conf^d



A. W. Robertson & J. Wagner

480 ac.

PLAN MICROFILMED
 NO ADDITIONS OR AMENDMENTS TO BE MADE

Azimuth taken from S.E. B^{dy} of Town Sections 9 & 10.
 Field Book Vol. 7971 Folios 43 to 45.

Reference to Corners

Corner	Bearing	From	Links	N ^o on Tree
Numbered Posts at all corners				

Reference to Traverse

Line	Bearing	Distance
Charted on Head Office Maps Under 21.6.1917 Examined 4 th Nov 1912		

I hereby certify that I in person made and on the 29th July 1912 completed the survey represented on this plan on which are written the bearings and lengths of the lines measured by me and I declare that the survey has been executed in accordance with the regulations published for the guidance of Licensed Surveyors and the practice of the Department of Lands.

A. K. Stinson Licensed Surveyor

Transmitted to the District Surveyor with my letter of 2nd August N^o 12-56

Voucher N^o Passed Staff
 Calculation Book N^o B154 Folio 16
 Checked and Charted 21st Oct 1912 Geo. Allen
 Examined } H. Campbell
 Plan approved } 24/10/1912
 Draftsman in Charge

Improvements 16ac old ringbarking @ 10/- per ac f 9.
 8 1/2 chs. Check & log fencing @ 5/- per mile (2 val) 6/1

Scale 10 Chains to an Inch.

Lithographed and Printed at the Department of Lands, Sydney, N. S. W. Jan. 1912.

Cat. N^o C 1105 1817

N^o of L.A. 11.6/12.C

SECTION 10.7(2) PLANNING CERTIFICATE
 Issued under the *Environmental Planning and Assessment Act 1979*

APPLICANT: InfoTrack
 GPO Box 4029
 Sydney NSW 2001

CERTIFICATE NO: 426 – 2021c
DATE: 12 January 2021

APPLICANT'S REFERENCE: 210007SH

COUNCIL'S REFERENCE: 11205074

DESCRIPTION OF LAND:

Lot: See Schedule C
DP:
Address: 117 Griffith Road
 Womboota NSW 2731

OWNER: Dion Brendan Smith & Colleen Susan Smith

The following information is provided in respect of the abovementioned land pursuant to Section 10.7(2) of the [Environmental Planning and Assessment Act 1979](#), (the Act), as amended:

1. Names of relevant planning instruments and DCPs

The names of:

(1) each environmental planning instrument that applies to the carrying out of development on the land.	<p>Murray Local Environmental Plan 2011 The Murray Local Environmental Plan 2011 is the principal statutory planning document prepared by Council to guide planning decisions for the Greater Murray and Moama wards of the Murray River Local Government Area. An electronic version is available at: www.legislation.nsw.gov.au.</p> <p>Murray Regional Environmental Plan No 2—Riverine Land</p> <p>State Environmental Planning Policies – Refer to Appendix 'B'</p>
(2) each proposed environmental planning instrument that will apply to the carrying out of development on the land and that is or has been the subject of community consultation or on public exhibition under the Act (unless the Planning Secretary has notified the Council that the making of the proposed instrument has been deferred indefinitely or has not been approved).	<p>Proposed Murray LEP 2011 - Planning Proposals (PP_2016_MRIVE_006_03, PP_2017_MRIVE_002_00, PP_2020_MRIVE_002_00).</p> <p>Draft SEPP (Environment) Housekeeping Amendment to SEPP (Exempt and Complying Development Codes) 2008 Proposed Amendments to SEPP No. 55 - Remediation of Land</p>

(3) each development control plan that applies to the carrying out of development on the land.	Murray Development Control Plan 2012: Amendment 5 The <i>Murray Development Control Plan 2012</i> contains detailed planning controls that set out the guidelines and considerations against which development proposals can be consistently measured and assessed for determination purposes for the Greater Murray and Moama Wards of the Murray River Local Government Area.
Note: In this clause, proposed environmental planning instrument includes a planning proposal for a LEP or a draft environmental planning instrument.	

2. Zoning and land use under relevant LEPs

For each environmental planning instrument or proposed instrument referred to in clause 1 (other than a SEPP or proposed SEPP) that includes the land in any zone (however described):

(a) the identity of the zone, whether by reference to a name (such as “Residential Zone” or “Heritage Area”) or by reference to a number (such as “Zone No 2(a)”)	RU1 Primary Production
(b) the purposes for which the instrument provides that development may be carried out within the zone without the need for development consent,	Refer to Appendix ‘A’
(c) the purposes for which the instrument provides that development may not be carried out within the zone except with development consent,	All development (construction and/or use) in this zone requires approval (development consent or complying development certificate) unless it is prohibited or, if listed as Exempt Development in State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 or where relevant in Clause 3.1 of Murray LEP 2011. The demolition of all dwelling houses and most buildings or structures on the land requires development consent unless it is Exempt Development.
(d) the purposes for which the instrument provides that development is prohibited within the zone,	Refer to Appendix ‘A’
(e) whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling-house on the land and, if so, the minimum land dimensions so fixed,	Refer to Appendix ‘A’
(f) whether the land includes or comprises critical habitat	Not known to.
(g) whether the land is in a conservation area (however described),	No
(h) whether an item of environmental heritage (however described) is situated on the land.	No

2A. Zoning and land use under State Environmental Planning Policy (Sydney Region Growth Centres) 2006

To the extent that the land is within any zone (however described) under: (a) Part 3 of the State Environmental Planning Policy (Sydney Region Growth Centres) 2006 (the 2006 SEPP), or (b) a Precinct Plan (within the meaning of the 2006 SEPP), or (c) a proposed Precinct Plan that is or has been the subject of community consultation or on public exhibition under the Act, the particulars referred to in clause 2 (a)–(h) in relation to that land (with a reference to “the instrument” in any of those paragraphs being read as a reference to Part 3 of the 2006 SEPP, or the Precinct Plan or proposed Precinct Plan, as the case requires).	Not applicable.
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3. Complying development

<p>Whether or not the land on which no complying development may be carried out under the <u><i>State Environmental Planning Policy (Exempt and Complying Development Codes) 2008</i></u> and, if no complying development may be carried out on that land under that Policy, the reason why complying development may not be carried out on that land.</p>	<p>Part 3 Housing Code Not applicable.</p> <p>Part 3A Rural Housing Code Complying Development under the Codes SEPP may not be carried out on this land or a part of this land as the land is affected by the following restriction/s;</p> <ul style="list-style-type: none">• land identified by an environmental planning instrument as being:<ul style="list-style-type: none">○ within an ecologically sensitive area, or○ environmentally sensitive land. <p>Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p> <p>Part 3B Low Rise Medium Density Housing Code Not applicable.</p> <p>Part 3C Greenfield Housing Code Not applicable.</p> <p>Part 3D Inland Code Complying Development under the Codes SEPP may not be carried out on this land or a part of this land as the land is affected by the following restriction/s;</p> <ul style="list-style-type: none">• land identified by an environmental planning instrument as being:<ul style="list-style-type: none">○ within an ecologically sensitive area, or○ environmentally sensitive land. <p>Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p> <p>Part 4 Housing Alterations Code Complying Development under the Codes SEPP may be carried out on all of land.</p> <p>Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p> <p>Part 4A General Development Code Complying Development under the Codes SEPP may be carried out on all of land.</p> <p>Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p> <p>Part 5 Commercial and Industrial Alterations Code Complying Development under the Codes SEPP may be carried out on all of land.</p> <p>Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p> <p>Part 5A Commercial and Industrial (New Buildings and Additions) Code Not applicable.</p> <p>Part 5B Container Recycling Facilities Code Complying Development under the Codes SEPP may be carried out on all of land.</p> <p>Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>
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	<p>Part 6 Subdivisions Code Complying Development under the Codes SEPP may be carried out on all of land.</p> <p>Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p> <p>Part 7 Demolition Code Complying Development under the Codes SEPP may be carried out on all of land.</p> <p>Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p> <p>Part 8 Fire Safety Code Complying Development under the Codes SEPP may be carried out on all of land.</p> <p>Please note that Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.</p>
<p>Disclaimer - This certificate only addresses matters raised in Clauses 1.17A (1)(c-e),(2),(3),(4), 1.18(1)(c3) & 1.19 of the Codes SEPP. It is your responsibility to ensure that you comply with any other requirements of the Codes SEPP. Failure to comply with these provisions may mean that a Complying Development Certificate issued under the provisions of the Codes SEPP could be invalidated by the Land and Environment Court.</p>	

4, 4A (Repealed)

4B. Annual Charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

<p>In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under Section 496B of the Local Government Act 1993 for coastal protection services that relate to existing coastal protection works (within the meaning of Section 553B of that Act).</p> <p>Note. “Existing coastal protection works” are works to reduce the impact of coastal hazards on land (such as seawalls, revetments, groynes and beach nourishment) that existed before the commencement of section 553B of the Local Government Act 1993.</p>	<p>Not applicable.</p>
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5. Mine subsidence

<p>Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.</p>	<p>This land is not proclaimed to be a mine subsidence district within the meaning of the Coal Mine Subsidence Compensation Act 2017.</p>
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6. Road widening and road realignment

Whether or not the land is affected by any road widening or road realignment under:

<p>(a) Division 2 of Part 3 of the Roads Act 1993, or (b) any environmental planning instrument, or (c) any resolution of the Council.</p>	<p>Not known to be affected.</p>
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7. Council and other public authorities policies on hazard risk restrictions

Whether or not the land is affected by a policy:

<p>(a) adopted by the Council, or (b) adopted by any other public authority and notified to the Council for the express purpose of its adoption by that authority being referred to in planning certificates issued by the Council, that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils or any other risk (other than flooding).</p>	
<p>Yes- bushfire</p>	

7A. Flood related development controls information

(1) Whether or not development on that land or part of the land for the purposes of dwelling houses, dual occupancies, multi dwelling housing or residential flat buildings (not including development for the purposes of group homes or senior housing) is subject to flood related development controls.
(2) Whether or not development on that land or part of the land for any other purposes is subject to flood related development controls.
(3) Words and expressions in this clause have the same meanings as in the Standard Instrument.
No

8. Land reserved for acquisition

Whether or not any environmental planning instrument, or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in Section 3.15 of the Act.	Not known to be reserved
--	--------------------------

9. Contributions plans

Section 7.12 (formally Section 94A) Levy Development Contributions Plan , December 2011 as amended This plan details charges to be levied on development in relation to meeting the cost of provision or augmentation of public facilities.
Section 64 Development Servicing Plan , July 2005 as amended This plan details charges to be levied on development in relation to: <ul style="list-style-type: none">• Water• Sewerage
Section 64 and Section 7.11/Section 7.12 Plans These plans contain the financial contributions required of certain development to financially assist Council in meeting the cost of providing facilities and services. Land subdivision, dual occupancy, medium density housing, commercial development and industrial development which are likely to cause an increased use of community facilities or municipal services may attract development contributions.

9A. Biodiversity certified land

If the land is biodiversity certified land under Part 8 of the Biodiversity Conservation Act 2016 , a statement to that effect. Note. Biodiversity certified land includes land certified under Part 7AA of the Threatened Species Conservation Act 1995 that is taken to be certified under Part 8 of the Biodiversity Conservation Act 2016 .	None that Council is aware of.
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10. Biodiversity stewardship sites

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the Biodiversity Conservation Act 2016 , a statement to that effect (but only if the council has been notified of the existence of the agreement by the Chief Executive of the Office of Environment and Heritage). Note. Biodiversity stewardship agreements include biobanking agreements under Part 7A of the Threatened Species Conservation Act 1995 that are taken to be biodiversity stewardship agreements under Part 5 of the Biodiversity Conservation Act 2016 .	None that Council is aware of.
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10A. Native vegetation clearing set asides

If the land contains a set aside area under Section 60ZC of the Local Land Services Act 2013 , a statement to that effect (but only if the council has been notified of the existence of the set aside area by Local Land Services or it is registered in the public register under that section).	None that Council is aware of.
--	--------------------------------

11. Bush fire prone land

If any of the land is bush fire prone land (as defined in the Act), a statement that all or, as the case may be, some of the land is bush fire prone land. If none of the land is bush fire prone land, a statement to that effect.	Part of the land is bush fire prone.
--	--------------------------------------

12. Property vegetation plans

If the land is land to which a property vegetation plan approved under Part 4 of the Native Vegetation Act 2003 (and that continues in force) applies, a statement to that effect (but only if the Council has been notified of the existence of the plan by the person or body that approved the plan under that Act).	None apply.
---	-------------

13. Orders under Trees (Disputes Between Neighbours) Act 2006

Whether an order has been made under the <i>Trees (Disputes Between Neighbours) Act 2006</i> to carry out work in relation to a tree on the land (but only if the Council has been notified of the order).	None apply.
--	-------------

14. Directions under Part 3A

If there is a direction by the Minister in force under Section 75P(2)(c1) of the Act that a provision of an environmental planning instrument prohibiting or restricting the carrying out of a project or a stage of a project on the land under Part 4 of the Act does not have effect, a statement to that effect identifying the provision that does not have effect.	None apply.
--	-------------

15. Site compatibility certificates and conditions for seniors housing

If the land is land to which State Environmental Planning Policy (Housing for Seniors or People with a Disability) 2004 applies: (a) a statement of whether there is a current site compatibility certificate (seniors housing), of which the Council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (i) the period for which the certificate is current, and (ii) that a copy may be obtained from the head office of the Department, and (b) a statement setting out any terms of a kind referred to in clause 18 (2) of that Policy that have been imposed as a condition of consent to a development application granted after 11 October 2007 in respect of the land.	None apply.
---	-------------

16. Site compatibility certificates for infrastructure, schools or TAFE establishments

A statement of whether there is a valid site compatibility certificate (infrastructure) or site compatibility certificate (schools or TAFE establishments), of which the Council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (a) the period for which the certificate is valid, and (b) that a copy may be obtained from the head office of the Department.	None apply.
---	-------------

17. Site compatibility certificates and conditions for affordable rental housing

(1) A statement of whether there is a current site compatibility certificate (affordable rental housing), of which the Council is aware, in respect of proposed development on the land and, if there is a certificate, the statement is to include: (a) the period for which the certificate is current, and (b) that a copy may be obtained from the head office of the Department. (2) A statement setting out any terms of a kind referred to in clause 17(1) or 38(1) of <i>State Environmental Planning Policy (Affordable Rental Housing) 2009</i> that have been imposed as a condition of consent to a development application in respect of the land.	None apply.
--	-------------

18. Paper subdivision information

(1) The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot. (2) The date of any subdivision order that applies to the land. (3) Words and expressions used in this clause have the same meaning as they have in Part 16C of this Regulation.	None apply.
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19. Site verification certificates

A statement of whether there is a current site verification certificate, of which the Council is aware, in respect of the land and, if there is a certificate, the statement is to include: (a) the matter certified by the certificate, and Note. A site verification certificate sets out the Secretary's opinion as to whether the land concerned is or is not biophysical strategic agricultural land or critical industry cluster land—see Division 3 of Part 4AA of State Environmental Planning Policy (Mining, Petroleum Production and Extractive Industries) 2007. (b) the date on which the certificate ceases to be current (if any), and (c) that a copy may be obtained from the head office of the Department.	None apply.
--	-------------

20. Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the Home Building Act 1989) that are listed on the register that is required to be maintained under that Division, a statement to that effect.	None apply.
--	-------------

21. Affected building notices and building product rectification orders

(1) A statement of whether there is any affected building notice of which the council is aware that is in force in respect of the land.	None that Council is aware of.
(2) A statement of: (a) whether there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and (b) whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.	None that Council is aware of.
(3) In this clause: affected building notice has the same meaning as in Part 4 of the <i>Building Products (Safety) Act 2017</i> . building product rectification order has the same meaning as in the <i>Building Products (Safety) Act 2017</i> .	

Note: The following matters are prescribed by Section 59 (2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate.

(a) that the land to which the certificate relates is significantly contaminated land within the meaning of that Act-if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued.	None apply.
(b) that the land to which the certificate relates is subject to a management order within the meaning of that Act-if it is subject to such an order at the date when the certificate is issued.	None apply.
(c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act-if it is the subject of such an approved proposal at the date when the certificate is issued.	None apply.
(d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act-if it is subject to such an order at the date when the certificate is issued.	None apply.
(e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of that Act-if a copy of such a statement has been provided at any time to the local authority issuing the certificate.	None apply.
<p>Murray River Council Contaminated Land Management Policy note Council has adopted by resolution a policy on contaminated land which may restrict the development of the land. This policy is implemented when zoning or land use changes are proposed on lands which have previously been used for certain purposes. Council records do not have sufficient information about previous use of this land to determine whether the land is contaminated. Consideration of Council's adopted policy and the application or provisions under relevant state legislation is warranted.</p>	

GENERAL COMMENTS

- See Appendix A for the objectives of the zones affecting the subject land.
- Planning Instruments and the *Murray Development Control Plan 2012: Amendment 5* impose various restrictions on the use of the land which are not attributable to the zoning or reservation of the land.
- The *Murray Development Control Plan 2012: Amendment 5* complements the provisions of the *Murray Local Environmental Plan 2011* and contains the detailed planning provisions relating to development standards and guidelines which will be considered by Council when assessing a development application.
- The above information has been taken from the Council's records but Council cannot accept responsibility for any omission or inaccuracy.
- The provisions of any covenant, agreement or instrument applying to this land purporting to restrict or prohibit certain development may be inconsistent with the provisions of a *Regional Environmental Plan*, *State Environmental Planning Policy*, the *Murray Local Environmental Plan 2011* or the *Murray Development Control Plan 2012: Amendment 5*. In these circumstances any such covenant, agreement or instrument may be overwritten under Clause 1.9A of the *Murray Local Environmental Plan 2011*.

Any request for further information in connection with the above information should be marked to the attention of Council's Planning Department, or call 1300 087 004.



Rod Croft
Manager Development Services

MURRAY LOCAL ENVIRONMENTAL PLAN 2011

Appendix A

ZONE RU1 Primary Production

GENERAL REQUIREMENTS

DEVELOPMENT AND SUBDIVISION

LAND USE TABLE: RU1 PRIMARY PRODUCTION ZONE

1 Objectives of zone

- To encourage sustainable primary industry production by maintaining and enhancing the natural resource base.
- To encourage diversity in primary industry enterprises and systems appropriate for the area.
- To minimise the fragmentation and alienation of resource lands.
- To minimise conflict between land uses within this zone and land uses within adjoining zones.

2 Permitted without consent

Environmental protection works; Extensive agriculture; Forestry; Home occupations; Intensive plant agriculture

3 Permitted with consent

Air transport facilities; Airstrips; Animal boarding or training establishments; Aquaculture; Bed and breakfast accommodation; Boat building and repair facilities; Boat launching ramps; Boat sheds; Building identification signs; Business identification signs; Camping grounds; Cellar door premises; Cemeteries; Charter and tourism boating facilities; Community facilities; Correctional centres; Depots; Dwelling houses; Eco-tourist facilities; Environmental facilities; Extractive industries; Farm buildings; Farm stay accommodation; Flood mitigation works; Freight transport facilities; Heavy industries; Helipads; Home-based child care; Home businesses; Home industries; Home occupations (sex services); Information and education facilities; Intensive livestock agriculture; Jetties; Landscaping material supplies; Mooring pens; Moorings; Open cut mining; Plant nurseries; Recreation areas; Recreation facilities (major); Recreation facilities (outdoor); Roads; Roadside stalls; Rural industries; Rural workers' dwellings; Secondary dwellings; Storage premises; Turf farming; Veterinary hospitals; Water recreation structures; Water supply systems

4 Prohibited

Any development not specified in item 2 or 3

RELEVANT SPECIAL PROVISIONS

4.1 Minimum subdivision lot size

- (1) The objectives of this clause are as follows:
 - (a) to ensure that new subdivisions reflect lot sizes that are able to provide for adequate servicing of the land and respond to any topographic, physical or environmental constraints,
 - (b) to ensure that lot sizes are of a sufficient size and shape to accommodate development,
 - (c) to prevent the fragmentation of rural lands.
- (2) This clause applies to a subdivision of any land shown on the [Lot Size Map](#) that requires development consent and that is carried out after the commencement of this Plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies is not to be less than the minimum size shown on the [Lot Size Map](#) in relation to that land.
- (4) This clause does not apply in relation to the subdivision of any land:
 - (a) by the registration of a strata plan or strata plan of subdivision under the [Strata Schemes Development Act 2015](#), or
 - (b) by any kind of subdivision under the [Community Land Development Act 1989](#).

4.1AA Minimum subdivision lot size for community title schemes

- (1) The objectives of this clause are as follows:
 - (a) to ensure that land to which this clause applies is not fragmented by subdivisions that would create additional dwelling entitlements.
- (2) This clause applies to a subdivision (being a subdivision that requires development consent) under the [Community Land Development Act 1989](#) of land in any of the following zones:
 - (a) Zone RU1 Primary Production,
 - (b) Zone R2 Low Density Residential,
 - (c) Zone R5 Large Lot Residential,
 - (d) Zone E3 Environmental Management,but does not apply to a subdivision by the registration of a strata plan.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies (other than any lot comprising association property within the meaning of the [Community Land Development Act 1989](#)) is not to be less than the minimum size shown on the [Lot Size Map](#) in relation to that land.
- (4) This clause applies despite clause 4.1.

4.1A Minimum subdivision lot size for strata plan schemes in certain rural, residential and environmental zones

- (1) The objective of this clause is to ensure that land to which this clause applies is not fragmented by subdivisions that would create additional dwelling entitlements.
- (2) This clause applies to land in the following zones that is used, or proposed to be used, for residential accommodation or tourist and visitor accommodation:
 - (a) Zone RU1 Primary Production,
 - (b) Zone R2 Low Density Residential,
 - (c) Zone R5 Large Lot Residential,
 - (d) Zone E3 Environmental Management.
- (3) The size of any lot resulting from a subdivision of land to which this clause applies for a strata plan scheme (other than any lot comprising common property within the meaning of the [Strata Schemes \(Freehold Development\) Act 1973](#) or [Strata Schemes \(Leasehold Development\) Act 1986](#)) is not to be less than the minimum size shown on the [Lot Size Map](#) in relation to that land.

4.1B Minimum subdivision lot sizes for certain split zones

- (1) The objectives of this clause are as follows:
 - (a) to provide for the subdivision of lots that are within more than one zone and cannot be subdivided under clause 4.1,
 - (b) to ensure that the subdivision occurs in a manner that promotes suitable land use and development.
- (2) This clause applies to each lot (an original lot) that contains:
 - (a) land in a residential, business or special uses zone, and
 - (b) land in RU1 Primary Production or Zone E3 Environmental Management.
- (3) Despite clause 4.1, development consent may be granted to subdivide an original lot to create other lots (the resulting lots) if:
 - (a) one of the resulting lots will contain:
 - (i) land in a residential, business or special uses zone that has an area that is not less than the minimum size shown on the [Lot Size Map](#) in relation to that land, and
 - (ii) all of the land in RU1 Primary Production or Zone E3 Environmental Management that was in the original lot, and
 - (b) all other resulting lots will contain land that has an area that is not less than the minimum size shown on the [Lot Size Map](#) in relation to that land.
- (4) For the purposes of this clause, land is in a residential, business or special uses zone if it is in any of the following zones:
 - (a) Zone R1 General Residential,
 - (b) Zone R2 Low Density Residential,
 - (c) Zone R5 Large Lot Residential,
 - (d) Zone B2 Local Centre,
 - (e) Zone B6 Enterprise Corridor,
 - (f) Zone SP1 Special Activities,
 - (g) Zone SP2 Infrastructure,
 - (h) Zone SP3 Tourist.

4.2 Rural subdivision

- (1) The objective of this clause is to provide flexibility in the application of standards for subdivision in rural zones to allow land owners a greater chance to achieve the objectives for development in the relevant zone.
- (2) This clause applies to the following rural zones:
 - (a) Zone RU1 Primary Production,
 - (b) Zone RU2 Rural Landscape,
 - (baa) Zone RU3 Forestry,
 - (c) Zone RU4 Primary Production Small Lots,
 - (d) Zone RU6 Transition.

Note. When this Plan was made, it did not include Zone RU2 Rural Landscape, Zone RU4 Primary Production Small Lots or Zone RU6 Transition.

- (3) Land in a zone to which this clause applies may, with development consent, be subdivided for the purpose of primary production to create a lot of a size that is less than the minimum size shown on the [Lot Size Map](#) in relation to that land.
- (4) However, such a lot cannot be created if an existing dwelling would, as the result of the subdivision, be situated on the lot.
- (5) A dwelling cannot be erected on such a lot.

Note. A dwelling includes a rural worker's dwelling (see definition of that term in the Dictionary).

4.2A Erection of dwelling houses on land in certain rural and environmental protection zones

- (1) The objectives of this clause are as follows:
 - (a) To minimise unplanned rural residential development,
 - (b) To enable the replacement of lawfully erected dwelling houses in rural and environmental protection zones.
- (2) This clause applies to land in the following zones:
 - (a) Zone RU1 Primary Production,
 - (b) Zone E3 Environmental Management.
- (3) Development consent must not be granted for the erection of a dwelling house on land in a zone to which this clause applies, and on which there is no existing dwelling house, unless the land is:
 - (a) A lot that is at least the minimum lot size specified for that land by the Lot Size Map, or
 - (b) A lot created under an environmental planning instrument before this Plan commenced and on which the erection of a dwelling house was permissible immediately before that commencement, or
 - (c) A lot resulting from a subdivision for which development consent (or equivalent) was granted before this Plan commenced and on which the erection of a dwelling house would have been permissible if the plan of subdivision had been registered before that commencement, or
 - (d) An existing holding.

Note. A dwelling cannot be erected on a lot created under clause 9 of State Environmental Planning Policy (Rural Lands) 2008 or clause 4.2. Land in Zone RU1 Primary Production cannot be subdivided to create a lot that is less than the minimum lot size for the purpose of residential accommodation (see clause 4.2C).

- (4) Land ceases to be an existing holding for the purposes of subclause (3) (d) if an application for development consent referred to in that subclause is not made in relation to that land within 12 months after the commencement of this Plan.
- (5) Despite subclause (3), development consent may be granted for the erection of a dwelling house on land to which this clause applies if:
 - (a) There is a lawfully erected dwelling house on the land and the dwelling house to be erected is intended only to replace the existing dwelling house, or
 - (b) The land would have been a lot or a holding referred to in subclause (3) had it not been affected by:
 - (i) A minor realignment of its boundaries that did not create an additional lot, or
 - (ii) A subdivision creating or widening a public road or public reserve or for another public purpose.
- (6) In this clause:

existing holding means land that:

 - (a) Was a holding on 5 January 1990, and
 - (b) Is a holding at the time the application for development consent referred to in subclause (3) is lodged,

whether or not there has been a change in the ownership of the holding since 5 January 1990, and includes any other land adjoining that land acquired by the owner since 5 January 1990.

holding means all adjoining land, even if separated by a road or railway, held by the same person or persons.

Note. The owner in whose ownership all the land is at the time the application is lodged need not be the same person as the owner in whose ownership all the land was on 5 January 1990.

4.2B Rural workers' dwellings

- (1) The objective of this clause is to ensure the provision of adequate accommodation for permanent or temporary employees of existing agricultural or rural industries.
- (2) This clause applies to land in Zone RU1 Primary Production.
- (3) Development consent must not be granted to development for the purposes of a rural worker's dwelling on land to which this clause applies, unless:
 - (a) the dwelling is or is proposed to be located on the same lot as an existing lawfully erected dwelling house, and
 - (b) the consent authority is satisfied that:
 - (i) the development will not impair the use of the land for agricultural or rural industries, and
 - (ii) the agricultural or rural industry being carried out on the land has a demonstrated capacity to support the ongoing employment of rural workers, and
 - (iii) the development is necessary considering the nature of the agricultural or rural industry land use lawfully occurring on the land or as a result of the remote or isolated location of the land.

4.2C Exceptions to minimum lot sizes for certain rural subdivisions

- (1) The objective of this clause is to enable the subdivision of land in rural areas to create lots of an appropriate size to meet the needs of current permissible uses other than residential accommodation.
- (2) This clause applies to land in Zone RU1 Primary Production.
- (3) Land to which this clause applies may, with development consent, be subdivided to create a lot of a size that is less than the minimum size shown on the Lot Size Map in relation to that land, if the consent authority is satisfied that the use of the land after the subdivision will be the same use (other than residential accommodation) permitted under the existing development consent for the land.
- (4) Development consent must not be granted for the subdivision of land to which this clause applies unless the consent authority is satisfied that:
 - (a) the subdivision will not adversely affect the use of the surrounding land for agriculture, and
 - (b) the subdivision is necessary for the ongoing operation of the permissible use, and
 - (c) the subdivision will not increase rural land use conflict in the locality, and
 - (d) the subdivision is appropriate having regard to the natural and physical constraints affecting the land.

4.2D Boundary adjustments in Zones RU1 and E3

- (1) The objective of this clause is to facilitate boundary adjustments between lots where one or more of the lots created do not meet the minimum lot size shown on the Lot Size Map in relation to the land but the objectives of the relevant zone can be achieved.
- (2) This clause applies to land in the following zones:
 - (a) Zone RU1 Primary Production,
 - (b) Zone E3 Environmental Management.
- (3) Despite clause 4.1, development consent may be granted to subdivide land to which this clause applies by way of a boundary adjustment between adjoining lots where one or more of the lots created by the subdivision do not meet the minimum lot size shown on the Lot Size Map in relation to that land, if the consent authority is satisfied that:
 - (a) the subdivision will not create additional lots, and
 - (b) the number of dwelling houses or opportunities for dwelling houses on each lot after the subdivision will remain the same as before the subdivision, and
 - (c) the potential for land use conflict will not be increased as a result of the subdivision, and
 - (d) if the land is in Zone RU1 Primary Production—the subdivision will not have a significant adverse effect on the agricultural viability of the land, and
 - (e) if the land is in Zone E3 Environmental Management—the subdivision will result in the continued protection and long-term maintenance of the land, and
 - (f) the subdivision will not result in any increased bush fire risk to existing buildings.

- (4) In determining a development application for the subdivision of land under this clause, the consent authority must consider the following:
 - (a) the existing uses and approved uses of other land in the vicinity of the subdivision,
 - (b) whether the subdivision is likely to have a significant impact on land uses that are likely to be preferred and the predominant land uses in the vicinity of the development,
 - (c) whether the subdivision is likely to be incompatible with a land use on any adjoining land,
 - (d) whether the subdivision is appropriate having regard to the natural and physical constraints affecting the land,
 - (e) whether the subdivision is likely to have a significant adverse impact on the environmental values of the land.
- (5) This clause does not apply:
 - (a) in relation to the subdivision of lots in a strata plan or community title scheme, or
 - (b) if the subdivision would create a lot that could itself be subdivided in accordance with clause 4.1.

Appendix B

State Environmental Planning Policies

- [State Environmental Planning Policy No 21—Caravan Parks](#)
- [State Environmental Planning Policy No 33—Hazardous and Offensive Development](#)
- [State Environmental Planning Policy No 36—Manufactured Home Estates](#)
- [State Environmental Planning Policy No 50—Canal Estate Development](#)
- [State Environmental Planning Policy No 55—Remediation of Land](#)
- [State Environmental Planning Policy No 64—Advertising and Signage](#)
- [State Environmental Planning Policy No 65—Design Quality of Residential Apartment Development](#)
- [State Environmental Planning Policy No 70—Affordable Housing \(Revised Schemes\)](#)
- [State Environmental Planning Policy \(Affordable Rental Housing\) 2009](#)
- [State Environmental Planning Policy \(Building Sustainability Index: BASIX\) 2004](#)
- [State Environmental Planning Policy \(Concurrences and Consents\) 2018](#)
- [State Environmental Planning Policy \(Educational Establishments and Child Care Facilities\) 2017](#)
- [State Environmental Planning Policy \(Exempt and Complying Development Codes\) 2008](#)
- [State Environmental Planning Policy \(Housing for Seniors or People with a Disability\) 2004](#)
- [State Environmental Planning Policy \(Infrastructure\) 2007](#)
- [State Environmental Planning Policy \(Koala Habitat Protection\) 2019](#)
- [State Environmental Planning Policy \(Mining, Petroleum Production and Extractive Industries\) 2007](#)
- [State Environmental Planning Policy \(Primary Production and Rural Development\) 2019](#)
- [State Environmental Planning Policy \(State and Regional Development\) 2011](#)
- [State Environmental Planning Policy \(State Significant Precincts\) 2005](#)
- [State Environmental Planning Policy \(Vegetation in Non-Rural Areas\) 2017](#)
- [Deemed State Environmental Planning Policy – Murray Regional Environmental Plan No 2—Riverine Land](#)

Schedule C

Lot	DP
108	751150
109	751150
110	751150
111	751150
112	751150
113	751150
116	751150
117	751150

West Cadell Irrigation Trust

C/- PO Box 271
MOAMA NSW 2731
ABN 15 341 501 190

21 January 2021

TO WHOM IT MAY CONCERN

Re: Operations of West Cadell Irrigation Trust

The following information is for the purpose of information only to assist prospective purchasers of properties within the West Cadell Irrigation Trust district. The information is current at the date of this letter however is subject to change.

1. West Cadell Irrigation Trust (the Trust) is a Private Water Trust in the State of NSW set up under the Water Act of 1912. As a Private Water Trust the Water Access Licenses are held in the name of West Cadell Irrigation Trust and as such, the Trust is the owner of the share component listed on the WAL. Members of the Trust hold a right (entitlement) to a portion of this share component.
2. The Trust delivers water to customers through two independent systems. The original open channel system and pressurised pipe system. Each system is open to use 12 months of the year subject to maintenance requirements.
3. All Stock & Domestic water is available for constant delivery through the pipe. Irrigation water is available through either system up to the delivery entitlement of the landowner. Further water can be accessed through the pipe outside peak demand with an excess delivery cost charged. The remainder of entitlement is also accessible through the channel system.
4. Pipeline use during peak demands is managed in accordance with a pro-rata percentage roster system calculated in accordance with initial pipeline construction contributions by landowners. Trust allocation water will take precedence over annual transfer water from outside the Trust with the abovementioned roster system applying to both water types.
5. All water entitlements are calculated at the river and are subject to conveyance losses.
6. Water usage is calculated from a metre reading on the irrigators' property wheels and outlets and registered against the landholder's annual delivery entitlement.
7. Annual charges payable in relation to water are reviewed annually at the Trust AGM which is held in about October of each year. A copy of the current Schedule of Fees is attached.
8. The Trust allows a landholder to transfer on an annual (temporary) basis, outside water into the Trust up to the landholder's maximum delivery entitlement as stated on the Landholder Property Information Certificate. If a landholder wishes to access further temporary water over and above their maximum delivery entitlement, written approval must first be sought from the Trust on a year by year basis.

9. The Trust also allows a landholder to trade their entitlement on an annual basis either within the Trust or on the open market.
10. Federal and State legislation have in recent years undergone some major changes with the introduction of the Commonwealth Water Act 2007. Under this act, Irrigation Infrastructure Operators are now monitored by the ACCC. Irrigators are now able to transform their water right into a statutory water entitlement. The Trust has an agreed conveyance allowance for all members of 22% of individuals' water entitlements. The Trust reserves the right to review and amend this figure as and when necessary. The 22% conveyance allowance is retained by the Trust with the balance of a landholder's entitlement able to be transformed. The costs associated with transformation will be borne by the landholder.
11. The Trust does not allow for permanent water to be transferred onto a Trust WAL for the purpose of increasing a landholder's water entitlement.
12. As the Trust is a very small operation there is no official document of rules at present. Irrigators work together as and when required to discuss matters and make any necessary decisions which are agreed to by all those affected.

I hope the above information satisfies your requirements but please, if you require more information, do not hesitate to contact me.

Yours faithfully,

.....
Jim Walsh
0408744710
Secretary
West Cadell Irrigation Trust

West Cadell Irrigation Trust

SCHEDULE OF FEES 2019/20

APPLICABLE FROM 1 NOVEMBER, 2019

<u>Fixed Fees</u>	\$
Account Administration fee (per customer account)	200.00
Government charges (per ML)	
- <i>General Security</i>	6.09
- <i>Stock & Domestic</i>	10.82
- <i>Town Supply</i>	10.82
Network Access Charge (per ML)	
- Piped Access Charges	3.00
- Channel Access Charges	3.00
Minimum Landholding Access Charge	500.00
Town Water Supply Access Charge	2,500.00
<u>Variable Fees</u>	
Government Regulated Usage charge	4.69
WCIT Water Delivery Charge (per ML)	
- Channel	19.81
- Pipeline – General Security	47.81
- Stock & Domestic	82.52
- Town Water Supply	82.52
Excess DE fee per ML delivered (pipe or channel)	2.00
Plus WCIT Water Deliver Charge	

Additional Charges

Annual Water (Temporary) Transfer (*flat rate*)

- Internal Annual transfer 0.00
 - External Annual Transfer (into or out of WCIT) 50.00
- Plus NSW Government fees**

Permanent Transfers

Applies to the permanent transfer of West Cadell Irrigation Trust water entitlements and/or delivery entitlements.

- Internal transfer of water entitlement and/or delivery entitlement 280.00
 - External Transfer of water entitlement (transformation) 385.00
- Plus NSW Government fees**

Annual Water (Temporary) Transfer

Applies to the temporary trade of water during the current Irrigation season

- Internal Annual transfer 0.00
 - External Annual Transfer (into or out of WCIT) 50.00
- Plus NSW Government fees**

Termination

The termination fee is calculated based on the Water Charge (Termination Fees) Rules 2009 (Cwth). The termination fee is 10 times the actual fixed fee paid on the delivery entitlements terminated, plus GST. This fee is only charged when disconnecting from the system. Actual termination fee will be calculated at the time of application to terminate.

DEFINITIONS

Account Administration Fee - the amount payable for the minimum servicing costs of each customer's account, including postage, printing and related banking costs. Annual charge per customer.

Asset Maintenance Renewal Reserve – a reserve of funds set aside for future works. Surplus funds from the annual budget will be automatically transferred to this reserve.

Delivery Entitlement (DE) – is the amount of water entitled to be delivered to a property.

Excess Delivery Entitlement Fee – Fee charged in relation to excess or temporary water delivered over and above the Irrigators water delivery entitlement.

Fixed Fees – those fees that are levied irrespective of the volume of water delivered.

Government Charges – combined Water NSW and NSW DPI Water regulated River prices.

Government Regulated Usage Charge – amount charged by Water NSW for the delivery of water.

Minimum Landholding Access Charge – minimum amount payable for a landholding. This is charged to Stock & Domestic and small entitlement holders in lieu of the Network Access Charge whichever is the greater.

Network Access Charge – amount payable for continued access to the irrigation network. Charges are split between piped access and channel access and are charged per delivery entitlement to each system. Covers fixed costs associated with the operation of the complete network including rates, licences, fees, insurance etc. Calculated on the landowners delivery entitlements at the river.

Town Water Supply Access Charge – amount payable for continued access to TWS through the WCIT pipeline network. This charge is made in lieu of Minimum Landholding Charge and/or Network Access Charge

Variable Fees – are the amounts payable by the customer for the delivery of a volume of water allocation. Charged per ML delivered.

Water Entitlement (WE) – amount of water registered to a property.

West Cadell IT Water Delivery Charge – covers costs associated with the delivery of water including pumping, electricity, maintenance etc. Calculated on water used from a reading taken at the landowners' property meter.

Rate Notice 2020-2021

For the period 1st July 2020 to 30th June 2021

C S & D B Smith
2365 Griffiths Road
WOMBOOTA NSW 2731



VALUATION BASE DATE	01/07/2019
ASSESS/CUSTOMER REF NO.	11205074
NAME	C S & D B Smith
INSTALMENT AMOUNT	\$195.46
DUE DATE	31/08/2020

PROPERTY LOCATION & DESCRIPTION

117 Griffith Road WOMBOOTA NSW 2731
Lot 108-113;116-117 DP 751150

62.71 HECTARES

PARTICULARS OF RATES AND CHARGES	VALUE FOR RATING	CENTS IN \$	AMOUNT
Amount overdue and payable now			\$52.21
Farmland	118000	0.00465166	\$548.90
Farmland - Base	1	273.35	\$273.35
Less Pensioner Concession			-\$250.00

If you are experiencing financial difficulty as a result of COVID-19 you do have the option to pay the 1st Instalment or full amount by the 30th September 2020 or alternatively contact Council rates department on 1300 087 004 to discuss possible payment arrangement.

Council's hardship policy can be found at <https://www.murrayriver.nsw.gov.au/council/responsibilities/policies>

1ST INSTALMENT	2ND INSTALMENT	3RD INSTALMENT	4TH INSTALMENT	PLEASE DEDUCT ANY PAYMENT SINCE	TOTAL AMOUNT DUE
\$195.46	\$143.00	\$143.00	\$143.00	22/07/2020	\$624.46
31/08/2020	30/11/2020	28/02/2021	31/05/2021		

PROPERTY HAS BEEN CATEGORISED AS Farmland



Des Bilske, General Manager



Please advise of any change of address (see back of notice)

Please detach and Return with your payment

Please see reverse side for other methods of payment

PLEASE TICK IF RECEIPT REQUIRED

B PAY Biller Code: 13854
Ref No.: 11205074

Telephone & Internet Banking – BPAY®
Contact your bank or financial institution
to make this payment. Quote the biller
code and your customer reference number.
More info: www.bpay.com.au



Billpay Code: 2291
Ref: 011205 0746

Pay in person at any Post Office,
by phone 13 18 16, or go to
postbillpay.com.au to pay now.

Assess/Cust Ref No 11205074

Name C S & D B Smith

Full Payment Instalment

\$624.46

\$195.46

Due 31/08/2020

Due 31/08/2020



Instalment 1: *2291 0112050746 0019546



For emailed notices:

murrayriver.enotices.com.au

Reference No: **FB18DB7E1T**

IMPORTANT INFORMATION - PLEASE READ CAREFULLY

PAYMENT OF THIS NOTICE

OPTION 1 — PAYMENT OF RATES AND CHARGES BY QUARTERLY INSTALMENTS - Rates may be paid by quarterly instalments as shown on the front of this notice in accordance with Section 562 of the Local Government Act 1993. If an instalment is unpaid by its due date. Daily interest charges will accrue immediately on that instalment. Instalment reminder notices will be sent to those ratepayers who choose to pay by instalment.

OPTION 2 - PAYMENT OF RATES AND CHARGES IN FULL - If you wish to pay the total amount due in full, payment should be made on or before **THE FIRST INSTALMENT DUE DATE** as daily interest will accrue immediately on the **FIRST INSTALMENT** if unpaid by its due date.

PROCEEDINGS WILL BE TAKEN FOR THE RECOVERY OF ANY AMOUNT OVERDUE AS PROVIDED IN THE ACT. THEREFORE, PLEASE PAY PROMPTLY.

COUNCIL will consider any reasonable offer for payment by regular instalments should financial difficulties prevent payment provided contact is made with Council's Rate Department by the due date.

COUNCIL may waive interest charges under Special Circumstances provided the circumstances are detailed in writing to the General Manager.

RATE CATEGORIES

RATING CATEGORY - APPLICATION FOR A CHANGE OF CATEGORY - The parcel of land described in this notice has been rated on the basis of the category shown overleaf. The rateable person (or the persons agent) must notify Council within thirty (30) days of any request for change in category - Sections 524/525 Local Government Act 1993.

APPEAL AGAINST DECLARATION OF CATEGORY - A rateable person who is dissatisfied with a category after an **APPLICATION FOR CHANGE OF CATEGORY** has been reviewed by Council may appeal to the Land and Environment Court. Any appeal must however be made within thirty (30) days after the declaration is made in accordance with Section 526 of the Local Government Act 1993. Council will provide further details on this process on request.

OTHER INFORMATION

LAND EXEMPT FROM RATES - Sections 555 556 and 557 of the Act outline details of land entitled to rate exemption. Further information is available from Council's Rate Department. Appeals under Section 574 of the Act against rates levied must be made within 30 days of the date of service of this notice to the Land and Environment Court and may be made on the basis that the land or part of it is not rateable or is not rateable to a particular rate.

DOMESTIC WASTE MANAGEMENT SERVICE CHARGES - Under Section 496 of the Local Government Act 1993 Council must make and levy a charge for the provision of Domestic Waste Management Services for each parcel of rateable land for which the service is available.

PENSIONER RATE REDUCTIONS - Persons who become eligible pensioners after the date of service of this notice are entitled to a reduction proportionate to the number of whole quarterly periods remaining in the rating year. Application forms are available at Council.

ENQUIRIES - If a ratepayer is unsure of any aspect relating to this Notice they should contact Council's Rate Department during normal office hours and Council's Rate Staff will gladly provide assistance.

HOW TO PAY



Telephone & Internet Banking - BPAY®

Contact your bank or financial institution to make this payment from your nominated account including MasterCard or Visa.



Pay in person

Present this notice to any Murray River Council Office or telephone to use MasterCard or Visa.



Post
Billpay

Pay in-store at Australia Post, online at auspost.com.au/postbillpay, by phone 13 18 16 or via AusPost app.

If address shown is incorrect please complete the following.

NAME

ADDRESS