



Lease

between

Telstra Corporation Limited

and

Shire of Denmark

Golden Hill Exchange Site

**Australian Government Solicitor
Level 19, Exchange Plaza
2 The Esplanade
Perth WA 6000**

**Reference: 00015289/CC
Telephone: (08) 9268 1199
Facsimile: (08) 9268 1771**

EXEMPT from W.A. Stamp Duty

See 119

for Commissioner of State Revenue

A LEASE BETWEEN:

1. PARTIES

1.1 TELSTRA CORPORATION LIMITED ACN 051 775 556 of c/- Lease Portfolio Manager, Telstra Corporate Property Services, 7th Floor Telecom Centre 80 Stirling Street, Perth, Western Australia ("**the Lessor**"); and

1.2 The lessee mentioned in Schedule 1 ("**the Lessee**").

2. INTERPRETATION

In this Lease unless the contrary intention appears:

"**Date of Commencement**" means the date of commencement of the Term mentioned in Schedule 1;

"**Land**" means the land described in Schedule 1;

"**Lessee**" means the Lessee and its officers servants and agents and is deemed to include its successors and permitted assigns;

"**Lessor**" means the Lessor and its officers servants and agents and is deemed to include its successors and permitted assigns;

"**Lessor's Powers**" means all or any of the rights powers and remedies contained in or implied by this Lease exercisable by the Lessor;

"**Lessee's Covenants**" means the covenants and agreements contained or implied in this Lease to be observed and performed by the Lessee;

"**Manager**" means the person from time to time performing the duties of Lease Portfolio Manager for the Lessor in Western Australia or, if that office is abolished, the person for the time being performing the equivalent duties and functions in the Department administering this on behalf of the Lessor;

"**month**" means calendar month;

"**Outgoings**" means all the outgoings mentioned in Schedule 1;

"**Premises**" means that part of the Land situated at the address mentioned in Schedule 1 together with all improvements thereon including all structures equipment fixtures and fittings belonging to the Lessor and all additions or modifications and replacements for the time being and shall where the context permits include any part thereof;

"**Rate of Interest**" means the then current rate of interest per annum charged by the Commonwealth Bank of Australia on overdraft loans of less than One hundred thousand dollars (\$100,000.00) plus three per centum;

"**Rent**" means the amount specified in Schedule 1;

"**Schedule**" means a schedule to this Lease;

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"Term" means the period specified in Schedule 1;

References to statutes regulations ordinances or by-laws shall be deemed to extend to all statutes regulations ordinances or by-laws amending consolidating or replacing the same.

Words importing the singular number shall include the plural and vice versa and words importing the masculine shall include the feminine and neuter genders and vice versa.

3. DEMISE

IN CONSIDERATION of the Rent in this Lease reserved and of the Lessee's Covenants the Lessor **HEREBY LEASES** to the Lessee **ALL THOSE** Premises but **RESERVING** to the Lessor the rights specified in Schedule 2 **TO BE HELD** by the Lessee as tenant for the Term **AT THE RENT PAYABLE** annually in advance.

4. LESSEE'S COVENANTS

The Lessee covenants with the Lessor:-

4.1 RENT

to pay to the Lessor during the Term the Rent (free of all deductions) at the time and in the manner mentioned in Schedule 1;

4.2 OUTGOINGS

duly and punctually to pay the Outgoings upon or at the respective days or times upon which they shall become due or payable **PROVIDED THAT** the Lessee's liability for Outgoings shall commence on the Date of Commencement subject to any proportionate payment from the Date of Commencement or to the expiration of the Term;

4.3 RATES TAXES AND OTHER CHARGES

to pay all rates and taxes charges and assessments including but not limited to municipal rates and all telephone water electric light power and gas charges assessed or charged on the Premises which in accordance with assessments or meter readings are payable in respect of the Premises all meter rents the cost of future installation of any meter wiring or other apparatus necessitated by the use of electricity gas or other power on the Premises assessed or charged on or in respect of the Premises and all telephone rental and charges;

4.4 INTEREST ON OVERDUE MONEY

without affecting and without prejudice to the rights powers and remedies of the Lessor under this Lease to pay to the Lessor on demand interest at the Rate of Interest on any money due by the Lessee to the Lessor on any account whatsoever pursuant to this Lease but unpaid for seven (7) days such interest to be computed from the due date for payment of such money

until payment thereof in full and recoverable in like manner as Rent in arrears;

4.5 REIMBURSEMENT OF LESSOR'S EXPENSES

to repay upon demand to the Lessor any monies expended by the Lessor in respect of any liability imposed on the Lessee under or by virtue of this Lease;

4.6 GST

if a Goods and Services Tax (GST) applies to this Lease because it is a taxable supply, the Lessee will reimburse the Lessor for GST paid or payable by the Lessor with respect to the rent under this Lease;

nothing in this Lease obliges the Lessee to reimburse to the Lessor for GST paid or payable by the Lessor in respect of a taxable supply to the extent to which the Lessor is entitled to claim an input tax credit;

the Lessor is to provide to the Lessee within seven (7) days, a valid tax invoice or any other document required by the GST legislation to enable input tax credits to be claimed by the Lessee;

if a GST applies to a taxable supply by the Lessee to the Lessor under this Lease, the Lessor will reimburse the Lessee for GST paid or payable by the Lessee.

4.7 CHARGES AND EXPENSES ARISING THROUGH DEFAULT

to pay to the Lessor on demand all legal costs charges and expenses for which the Lessor shall become liable in consequence of or in connection with any default by the Lessee in performing or observing any covenants conditions or stipulations herein contained or implied and on the part of the Lessee to be performed or observed including (but without limiting the generality of the foregoing) all costs charges and expenses solicitors' costs and surveyors' fees incurred by the Lessor for the purpose of and incidental to the preparation and service of a notice under Section 81 of the Property Law Act 1969 requiring the Lessee to remedy a breach of the covenants conditions or stipulations herein contained or implied notwithstanding forfeiture for such breach shall be avoided otherwise than by relief granted by the Court;

4.8 MAINTAIN AND REPAIR PREMISES

4.8.1 Generally

at its own cost to maintain repair and keep the Premises and all alterations thereto in good and tenantable repair order and condition damage by fire explosion earthquake aircraft riot civil commotion flood lightning storm tempest act of God war and any other risk insured against by the Lessor excepted unless the damage is caused by any neglect or default on the part of the Lessee or if the Lessor's insurances are invalidated by an act neglect or default of the Lessee;

4.8.2 Pest Control and Rubbish Removal

to at all times ensure that any grass growing or which from time to time may grow upon the Premises is kept down and will at all times eradicate all poisonous plants on the Premises and at all times during the continuance of the Term keep the Premises clean and free from rubbish debris garbage rabbits vermin poisonous plants and noxious weeds and animals and make and maintain at the Lessee's own expense fire breaks in a proper manner according to the methods of bushfire control enforced in the district. If the grass is considered to be too high by the Lessor and is a fire hazard, the Manager may insist that it be slashed to within ten centimetres of ground level by the Lessee;

4.8.3 Trees

not at any time during the Term without first obtaining the consent in writing of the Lessor cut down remove or carry away any trees standing or felled on the Premises except as is necessary in excavating for any approved building or erection set up to or upon the Premises;

4.8.4 Removal of Sand etc

not at any time during the continuance of the Term without first obtaining the consent in writing of the Lessor remove any sand clay stone gravel minerals or other substance from the Premises except as is necessary in excavating for any approved building or erection set up to or upon the Premises;

4.9 USE OF PREMISES

4.9.1 Permissible Use

not to use nor permit to be used the Premises for any purpose other than for the purpose specified in Schedule 1;

4.9.2 Offensive Activities

not to do exercise carry on or permit or suffer any person to do exercise or carry on in the Premises any noxious noisome offensive illegal or immoral act trade business occupation or calling or any act matter or thing which causes nuisance damage or disturbance to the Lessor or any other tenant or occupiers of other property adjoining or in the vicinity of the Land;

4.10 RIGHT OF ENTRY BY LESSOR

to permit entry to the Premises by:-

4.10.1 Inspection

the Lessor its agents and servants at all reasonable times to inspect the state of repair thereof and to serve upon the Lessee a notice in

writing of any defect requiring the Lessee to repair the same in accordance with the Lessee's Covenants;

4.10.2 Repair

the Lessor and its agents and servants and contractors at all reasonable times upon giving to the Lessee reasonable notice (except in the case of emergency when notice will not be required) for the purpose of complying with any request requirement notification or order of any authority having jurisdiction or authority over or in respect of the Premises for which the Lessee is not liable under this Lease or for carrying out repairs renovations maintenance modifications extensions alterations or replacements to the Premises and all plant machinery and other equipment within the Premises PROVIDED THAT in the exercise of this right the Lessor shall use its best endeavours to carry out any such entry alterations or repairs without undue interference to the occupation and use of the Premises by the Lessee;

4.10.3 Viewing of Premises

the Lessor intending lessees and others subject to the prior consent in writing of the Lessor at all reasonable times during the last six months of the Term for the purpose of viewing the Premises;

4.10.4 Erection of Signs

the Lessor to affix re-letting signs or notices to the Premises during the last six (6) months of the Term and not to remove damage nor obscure any sign or notice nor allow nor cause any sign or notice to be removed damaged or obscured;

4.11 ALTERATIONS BY LESSEE

4.11.1 Generally

not to make or permit to be made to the Premises any structural alteration without the prior written consent of the Lessor;

4.11.2 Plant and Equipment

not to make any alterations or additions to any plant equipment fixtures or fittings forming part of the Premises without the prior consent in writing of the Lessor and on the expiry or earlier termination of the Term if the Lessor so requests to reinstate and restore as nearly as possible having regard to the age of the Premises as shall be consistent with the Lessee's Covenants to its original state so much of the Premises as may have been altered added to or removed by the Lessee pursuant to the terms of this clause;

4.11.3 Fixtures and Fittings

to repair and make good any damage which may have been caused to the Premises by the installation or removal of any fixtures or fittings supplied and fitted by or on behalf of the Lessee;

4.12 TO REPORT CERTAIN MATTERS TO THE LESSOR

4.12.1 Defects

to give to the Lessor prompt notice in writing (except in the case of emergency when verbal notice may be given) of any accident to or defect or want of repair the Premises and of any circumstance likely to be or to cause any danger risk or hazard to the Premises or any person therein or thereon; and

4.12.2 Infectious Diseases or Illness

in the event that the Lessee shall become aware of any infectious disease occurring in the Premises to notify the Lessor and the proper public authorities and if necessary as a consequence thereof at the cost of the Lessee to thoroughly take all such steps as may be required to eliminate the infectious disease to the reasonable satisfaction of the Lessor and any public authority;

4.13 RESTRICTION ON ASSIGNMENT

not to assign sublet mortgage charge part with possession of or dispose of the Premises or any part thereof or the benefit of this Lease without the prior written consent of the Lessor PROVIDED THAT:-

4.13.1 consent may not be unreasonably withheld in respect of a sub-lease of the Premises or any part thereof (not being inconsistent in its terms with the covenants terms and conditions of this Lease) to a respectable and responsible person the onus of proof of which will be upon the Lessee;

4.13.2 if the Lessee wishes to assign the whole of the Premises and the benefit of this Lease the Lessor will not unreasonably withhold its consent to the assignment if:-

- (a) the proposed assignee is a respectable and financially responsible person the onus of proof of which to the satisfaction of the Lessor will be upon the Lessee; and
- (b) the Lessee pays to the Lessor all proper costs charges and expenses incurred by the Lessor in of and incidental to the investigation of the proposed assignee and otherwise relating to the proposed assignment;

4.13.3 all Rent and other moneys due or payable as at the date of assignment or commencement of the sub-lease shall have been paid by the Lessee and there shall not then be any existing unremedied

breach of the terms covenants conditions and restrictions contained in this Lease which have not been waived by the Lessor;

- 4.13.4 the Lessee shall have offered in writing to the Lessor to surrender this Lease in respect of the Premises or such part thereof as the Lessee proposes to assign or sublet without any consideration (such offer being deemed to be without prejudice to the rights and remedies of the Lessor in respect of any Rent in arrears or any breach of the Lessee's Covenants and the Lessor shall have rejected such offer in writing or shall have failed to accept such offer in writing within 28 days of the date of submission thereof;
- 4.13.5 if the proposed assignee or sub-lessee is a corporation the Lessor may as a condition of its consent to such assignment or sub-lease require that the covenants on the part of the assignee or sub-lessee shall be guaranteed by the directors and/or principal shareholders of such corporation such guarantee to be prepared and stamped by the Lessor's solicitors at the cost and expense of the Lessee;
- 4.13.6 the proposed assignee or sub-lessee shall covenant with the Lessor to observe and perform the Lessee's Covenants such covenant to be in such form as the Lessor's solicitors may reasonably require;
- 4.13.7 the Lessee shall whenever requested so to do by the Lessor or its duly authorised officer produce and submit to the Lessor for perusal and inspection and for the taking thereof or therefrom such copies or extracts as the Lessor thinks fit the Lessee's copies of all sub-leases tenancy agreements licences and concessions or any other arrangements or benefit to or with or affecting the Lessee as may relate to or be connected with the Premises or any part or parts thereof together with the Lessee's copies of all correspondence documents or papers (and any means (electronic or otherwise of recording transmitting or storing such copies) affecting or as between the Lessee and any sublessee licensee concessionaire or any party to any arrangement or benefit as aforesaid;
- 4.13.8 in the case of a sub-lease the form thereof will be subject to the approval of the Lessor; and
- 4.13.9 the covenants and agreements on the part of any assignee or sub-lessee will be supplementary to the Lessee's Covenants and will not in any way relieve or be deemed to relieve the Lessee from the Lessee's Covenants

PROVIDED FURTHER THAT if the Lessee is a corporation the shares in which are not quoted on any Stock Exchange in Australia any change in the beneficial ownership of shares in the corporation or any body corporate related within the meaning of the Corporations Law (Western Australia) will be deemed to be an assignment of the Premises and the benefit of this Lease

AND IT IS EXPRESSLY AGREED AND DECLARED that Sections 80 and 82 of the Property Law Act 1969 are hereby expressly excluded;

4.14 COMPLY WITH ACTS ETC

to comply with or cause to be complied with all the requirements of any statutes regulations ordinances and by-laws so far as the same may apply to the Premises or to any use or business from time to time being conducted thereon and in particular but without limiting the generality of the foregoing to comply with or cause to be complied with the requirements of all such statutes regulations ordinances and by-laws relating to health water supply sewerage and fire and shall not do or permit to be done anything which may conflict with any statute regulation ordinance or by-law which may render a person other than the Lessor as a lessor of the Premises liable to pay any penalty damages compensation fees costs charges or expenses;

4.15 PUBLIC RISK INSURANCE

4.15.1 to take out and at all times keep in force in respect of the Premises adequate public risk insurance (including the risks referred to in clause 4.18) in the names of the Lessor and the Lessee for their respective rights and interests for the time being in an amount not less than the sum mentioned in Schedule 1 in respect of any one claim or any higher amount required by the Lessor from time to time with an insurance company approved by the Lessor (which approval may not be unreasonably withheld) and to notify the Lessor details thereof and to ensure that the insurance conforms with the reasonable requirements from time to time of the Lessor of which the Lessee is given notice;

4.15.2 if required by the Lessor produce for inspection by the Lessor reasonable proof of the existence of any insurance policy effected in terms of this clause and reasonable evidence of its renewal;

4.15.3 not to alter the terms or conditions of any policy without the written approval of the Lessor and to deliver immediately to the Lessor particulars of any change or variation of the terms and conditions in respect of the policy; and

4.16 INSURANCE

to insure and keep insured in their full insurable value in some public insurance office approved by the Lessor and in the name of the Lessor as owner all buildings and other improvements of an insurable nature against loss or damage by fire and deliver the policy or policies therefor to the Lessor together with all premium receipts in respect thereof forthwith upon their issue to the Lessee;

4.17 NOT TO INVALIDATE INSURANCE

not at any time during the Term without the consent in writing of the Lessor do any act matter or thing upon the Premises whereby the insurance on the Premises may be rendered void or voidable or whereby the rate of premium on such insurance is increased and if the Lessee does or suffers to be done any such act matter or thing which has the effect of invalidating or avoiding

any policy of insurance taken out by the Lessor to be responsible for any damage or loss which the Lessor may suffer or incur as a result thereof;

4.18 INDEMNITIES ETC

4.18.1 to take and be subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Premises;

4.18.2 except to the extent that the same is caused or contributed to by the negligence of the Lessor or its employees agents or contractors to indemnify and hold indemnified the Lessor from and against all claims demands proceedings judgments damages costs and losses of any nature whatsoever which the Lessor may suffer or incur in connection with the loss of life of and or personal injury to any person and or damage to any property (wheresoever occurring) arising from or out of any occurrence at the Premises or the use by the Lessee of the Premises or any part thereof or occasioned wholly or in part by any act neglect default or omission by the Lessee or by the employees agents contractors invitees licensees or sub-tenants of the Lessee or by any other person or persons using or upon the Premises with the consent or approval of the Lessee; and

4.18.3 except to the extent that the same is caused or contributed to by the negligence of the Lessor or its employees agents or contractors indemnify and hold indemnified the Lessor from all loss and damage to the Premises caused by the negligent use or misuse waste or abuse by the Lessee or by the employees agents contractors invitees licensees or sub-tenants of the Lessee or by any other person or persons using or upon the Premises with the consent or approval of the Lessee of the fire equipment or water gas or electricity equipment supplied to the Premises or to the Lessee in connection with the Premises or the use and occupation thereof or by faulty sanitary water or electric pipes or wires or fittings or fixtures fixed or installed in the Premises by the Lessee or by the employees agents contractors invitees licensees or sub-tenants of the Lessee or by reason of the Lessee carrying out any works repairs alterations or additions to the Premises or installing any fixtures or fittings therein whether or not with the consent or under the supervision of the Lessor;

4.19 NO ABSOLUTE CAVEAT

not to lodge an absolute caveat over the Land or any part thereof to protect the interest of the Lessee hereunder and the Lessee **IRREVOCABLY APPOINTS** the Lessor and every manager and other officer of the Lessor for the time being authorised in that behalf by the Lessor (jointly and severally) to be the true and lawful attorney for the Lessee in its name and on behalf of the Lessee and as the act and deed of the Lessee to execute and lodge at the Office of Titles Perth a withdrawal of any such absolute caveat **AND** the Lessee **RATIFIES AND CONFIRMS** and **AGREES TO RATIFY AND CONFIRM** all that the attorney shall do or cause to be done under or by

virtue of this Clause and shall INDEMNIFY the Lessor in respect of any loss arising from any act done under or by virtue of this Clause and the Lessee will pay the Lessor's costs and expenses of and incidental to the withdrawal of any absolute caveat lodged by or on behalf of the Lessee affecting the Land;

4.20 NOT TO CAUSE RENT REDUCTION

not by any act matter deed or any failure or omission to impair reduce or diminish directly or indirectly the Rent or impose or cause or permit to be imposed on the Lessor any liability of the Lessee under or by virtue of this Lease or being or becoming entitled so to do whether by statute ordinance proclamation order regulation moratorium (present or future) or otherwise so to do except with the written consent of the Lessor;

4.21 YIELDING UP

upon the expiry or sooner determination of the Term peaceably to surrender and yield up to the Lessor the Premises and all property of the Lessor in on or about the Premises in a clean condition and free from rubbish and in good and tenantable and substantial repair and condition as nearly as possible in the same condition as at the commencement of the Term or if any part is replaced or renewed during the Term as nearly as possible in the same condition as at the date of replacement or renewal damage by reasonable fair wear and tear risks which the Lessor has insured against and act of God only excepted;

4.22 REMOVAL OF LESSEE'S FIXTURES

at or immediately prior to the expiry or earlier termination of the Term to remove from the Premises all signs fixtures fittings plant equipment and other articles upon the Premises in the nature of trade or tenant's fixtures brought upon the Premises by the Lessee (other than plumbing and electrical equipment and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises) and promptly to make good to the satisfaction of the Lessor any damage occasioned by such removal **PROVIDED THAT** all tenants' fixtures not removed at the expiry or earlier termination of the Term will be deemed abandoned by the Lessee and will become the absolute property of the Lessor and may be disposed of by the Lessor as it thinks fit or may be sold or stored in the absolute discretion of the Lessor at the cost of the Lessee.

5. LESSOR'S COVENANTS

The Lessor covenants with the Lessee:-

5.1 QUIET ENJOYMENT

Subject to the Lessee paying the Rent and otherwise complying with the provisions of this Lease the Lessor covenants with the Lessee that the Lessee shall peaceably hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or any person lawfully claiming through or under the Lessor.

5.2 COST OF LEASE ETC

to pay the Lessor's costs (including solicitors' costs) and all duties fees charges and expenses of and incidental to the instructions for and the preparation and completion of this Lease and all stamp duty payable thereon;

6. MUTUAL AGREEMENTS

The Parties agree that:

6.1 TERMINATION ON DEFAULT

the parties agree as follows:

- 6.1.1** if the Rent or Outgoings shall be unpaid for seven (7) days after it is due (whether or not formal demand has been made therefore); or
- 6.1.2** if the Lessee shall breach any of the Lessee's Covenants and the breach shall continue for fourteen (14) days after notice has been served on the Lessee by the Lessor; or
- 6.1.3** if the Lessee being a company shall enter into liquidation whether compulsory or voluntary (except for the purpose of amalgamation or reconstruction) or a receiver or manager is appointed; or
- 6.1.4** if any execution or process is made against the property of the Lessee; or
- 6.1.5** if the Lessee ceases or threatens to cease carrying on business; or
- 6.1.6** if the Lessee being a natural person shall commit an act of bankruptcy,

then and in any of such cases the Lessor may at any time thereafter and without any notice or demand enter and repossess the Premises and thereby the Term and the estate and interest of the Lessee in the Premises shall forthwith determine but without prejudice to any rights of the Lessor under this Lease and at law and without releasing the Lessee from liability in respect of the Lessee's Covenants PROVIDED THAT upon such re-entry by the Lessor the Lessor shall have the right to remove any property left in or about the Premises and the Lessee will in such event indemnify the Lessor from and against all damage to such property to the extent that the same has not been caused by or contributed to by the Lessor its servants agents contractors or employees and any costs that may be incurred by the Lessor as a consequence thereof including but not limited to removal and storage;

6.2 DAMAGES FOR BREACH OF ESSENTIAL TERM OR REPUDIATION

- 6.2.1** it is expressly agreed and declared that the covenants by the Lessee specified in:

- (a) Clause 4.1 to pay the Rent at the time and in the manner therein provided or referred to;
- (b) Clause 4.9 to use the Premises for the purpose or purposes therein provided or referred to; and
- (c) Clause 4.13 not to assign sublet or part with possession or occupation of the Premises

are essential terms of this Lease PROVIDED THAT the presence of this Clause 6.2.1 in this Lease shall not mean or be deemed to mean that there are no other essential terms in this Lease AND FURTHER PROVIDED THAT the acceptance by the Lessor of arrears or of any late payment of the Rent shall not mean or be deemed to mean such obligation has ceased to be an essential term of this Lease or constitute a waiver of the provision that such obligation is an essential term;

6.2.2 without releasing the Lessee from the obligation to pay any Rent accrued and without prejudice to the right of action to the Lessor in respect of any breach of the Lessee's Covenants up to the time of such determination the Lessee covenants with the Lessor (such covenant to survive the determination of the Term or any deemed surrender at law of this Lease) THAT if the Term is determined for breach of an essential term or by the acceptance by the Lessor of a repudiation of the Lease by the Lessee or following the failure by the Lessee to comply with a notice given to the Lessee pursuant to Clause 6.1.2 the Lessee shall pay to the Lessor upon demand by the Lessor all moneys whether in the nature of arrears of Rent of otherwise payable to the Lessor prior to the determination of the Term and unpaid as of the date of determination of the Term and in addition an amount being the difference between:

- (a) the Lessor's reasonable estimate of the Rent Outgoings rates and taxes and other moneys which would have been payable by the Lessee to the Lessor for the unexpired balance of the Term if the Term had expired by effluxion of time together with any costs and expenses incurred by the Lessor or which the Lessor reasonably expects to incur as a result of such early determination including but not limited to all costs incurred by the Lessor in reletting or attempting to relet the Premises; AND
- (b) the Rent rates and taxes Outgoings and other moneys which the Lessor reasonably expects to obtain by reletting the Premises between the date of determination of the Term and the date the Term would have expired by effluxion of time.

For the purposes of this sub-clause 6.2.2 the Lessor shall be obliged to take reasonable steps to mitigate its damages and to endeavour to relet the Premises at a reasonable rental and on reasonable terms PROVIDED THAT a certificate signed by the Lessor will be prima facie proof of the amount of the Lessor's claim determined as

aforsaid and of all components thereof and of the reasonableness of all the Lessor's estimates involved therein;

6.3 ARBITRATION

unless otherwise specified in any provision of this Lease:

6.3.1 any dispute between the Lessor and the Lessee arising pursuant to the terms of this Lease shall be submitted to arbitration in accordance with and subject to the Commercial Arbitration Act 1985;

6.3.2 the Lessor and the Lessee shall bear their own costs in relation to the dispute;

6.3.3 in determining any dispute the arbitrator shall be deemed to be acting as an arbitrator and not as an expert and the laws of the State of Western Australia from time to time in force relating to arbitration shall apply;

6.3.4 the fees and expenses of the arbitrator shall be borne and paid by the parties in equal shares notwithstanding the result of any such determination; and

6.3.5 in any arbitration proceedings the parties shall be entitled to be represented by a legal practitioner;

6.4 RENT REVIEW

not applicable;

6.5 LESSOR MAY RECTIFY

if the Lessee shall fail to pay any moneys or charges payable by the Lessee under this Lease to any person other than the Lessor or if the Lessee shall fail to perform any of the Lessee's Covenants the Lessor may at its option as the agent of the Lessee make any such payment or do all such acts and things and incur such expenses as may be necessary to perform any of the Lessee's Covenants and the amount of any payments made or expense incurred (not being payments or expenses which are by the terms of this Lease payable by the Lessor) shall constitute a liquidated debt due and owing by the Lessee to the Lessor and shall be payable by the Lessee to the Lessor on demand by the Lessor;

6.6 WAIVER

no consent or waiver express or implied by the Lessor to or of any breach of any of the Lessee's Covenants shall be construed as a consent or waiver to or of another breach of the Lessee's Covenants;

6.7 EASEMENTS

the Lessor may for the purpose of the provisions of public or private access to and egress from the Land and/or the Premises or support of structures

hereafter erected on or from adjoining land or services including but not limited to water drainage gas and electricity supply and telephonic and electronic communications or services grant rights of support or enter into any arrangement or agreement with any of the owners lessees tenants or occupiers or others interested in any land adjacent or near to the Land or the Premises or with any public authority and may dedicate transfer grant or create any land easement or privilege in favour of such parties or in favour of any such adjoining or neighbouring land or any public authority over or affecting the Premises and/or the Land and this Lease shall be deemed to be subject to any such agreement arrangement right easement or privilege;

6.8 NON-MERGER

the terms or conditions of this Lease or any act matter or thing done under or by virtue of or in connection with this Lease or any other agreement between the parties hereto shall not operate as a merger of any of the rights and remedies of the parties in or under this Lease or in or under any such other agreement all of which shall continue in full force and effect;

6.9 LESSOR NOT LIABLE TO THIRD PARTIES

the Lessor shall not be responsible for the loss of or damage or injury to any person or property or effects of the Lessee or any other person in or about the Premises howsoever occurring whether arising from the operation or failure to operate any of the public utility services and other machinery therein or otherwise and PROVIDED THAT the same shall not arise from a negligent act on the part of the Lessor;

6.10 SEVERANCE

if any term condition covenant or stipulation of this Lease or the application thereof to any person or circumstances shall be or become invalid or unenforceable the remaining terms covenants conditions and stipulations shall not be affected thereby and each term covenant condition and stipulation of this Lease shall be valid and enforceable to the fullest extent permitted by law;

6.11 LESSOR MAY ACT BY AGENT

all acts and things which the Lessor is required or empowered to do under this Lease may be done by the Lessor or the solicitor agent contractor or employee of the Lessor;

6.12 EXERCISE OF POWERS

the Lessor may exercise the Lessor's Powers without any proof of default by the Lessee or the continuance of that default or any notice being required (other than as provided in this Lease) and notwithstanding any laches neglect or previous waiver by the Lessor in respect of any of the Lessee's Covenants or the exercise of any of the Lessor's Powers;

6.13 STATUTORY POWERS

the powers conferred by or under any statute shall (except to the extent that they are inconsistent with the terms and provisions expressed in this Lease) be in augmentation of the Lessor's Powers;

6.14 GOVERNING LAW

this Lease shall be governed by and construed in accordance with the laws of Western Australia and the laws of the Commonwealth. In the event of any inconsistency between the laws of Western Australia and the laws of the Commonwealth the laws of the Commonwealth shall apply;

6.15 EFFECT OF EXECUTION

this Lease shall be binding upon each person who has executed it notwithstanding:

6.15.1 the failure of any other person named as a party to execute this Lease;

6.15.2 the avoidance or unenforceability of any part of this Lease; or

6.15.3 the avoidance or unenforceability of this Lease or any part of this Lease against any signatory or intended signatory;

6.16 WHOLE OF AGREEMENT

the Lessee acknowledges and declares that in entering into this Lease the Lessee has not relied on any promise representation warranty or undertaking given by or on behalf of the Lessor in respect to the suitability or adequacy of the Premises or the finish facilities amenities or services thereof or that the Land is or will be zoned for the purpose or purposes required by the Lessee and that the covenants and provisions contained in this Lease expressly or by statutory implication cover and comprise the whole of the agreement between the parties hereto and it is expressly agreed and declared that no further or other covenants or provisions whether in respect of the Premises or otherwise shall be deemed to be implied herein or to arise between the parties hereto by way of collateral or other agreement;

6.18 TERMINATION

if either party wishes to terminate this Lease it may do so by giving nine (9) months written notice to the other party;

if the Lessor gives a notice of termination to the Lessee under this clause the Lessee shall remove all its improvements from the Premises and shall leave the Premises in the condition required under clause 4.21;

6.19 HOLDING OVER

where the Lessee continues in occupation of the Premises after the expiration of the Term without any demand for possession having been made by the Lessor the Lessee shall be deemed to be holding the Premises

under a monthly tenancy determinable at any time upon one (1) month's notice being given by either party to the other at the same Rent immediately preceding the expiration of the Term but otherwise and upon and subject to the same terms conditions and covenants as are contained in the Lease so far as they can be applied to a monthly tenancy;

6.20 NOTICES

any notice demand consent or other communication required to be given or served under the Lease shall be duly given to or served on:

6.20.1 the Lessor if in writing signed by or on behalf of the Lessee its solicitors or agents (or if the Lessee is a corporation a director or the secretary of the corporation) and sent by prepaid certified mail addressed to the Lease Portfolio Manager at the Lessor's address stated in this Lease or to such other address as may be notified in writing to the Lessee; and

6.20.2 the Lessee if in writing signed by or on behalf of the Lessor and delivered by hand or sent by prepaid certified mail addressed to the Lessee at the address of the Lessee set out in Schedule 1 **PROVIDED ALWAYS** that where the Lessor consists of 2 or more persons service upon any one of them shall constitute service upon each of them

PROVIDED ALSO that where such notice or other communication is sent by post it shall be deemed to have been given on the day upon which it should have arrived in the ordinary course of the post;

6.21 CLAUSE HEADINGS

clause headings and sub-clause headings are included in this Lease for convenience of reference only and shall not be deemed to be part of and shall not be used in the interpretation or construction of this Lease;

6.22 LESSOR'S CONSENT

except where expressly provided to the contrary in this Lease any consent or approval required to be granted by the Lessor may be withheld by the Lessor in its absolute discretion or may be granted subject to such conditions as the Lessor may in its discretion determine and **PROVIDED THAT** such consent shall be deemed not to be granted unless granted in writing and signed by the Lease Portfolio Manager of the Lessor;

6.23 EXCLUSION OF WARRANTIES

the Lessor does not expressly or impliedly warrant that the Premises are now or will remain suitable or adequate for all or any of the purposes of the Lessee or for the business which the Lessee is permitted to conduct on the Premises and all warranties (if any) as to suitability and adequacy of the Premises implied by law are hereby expressly negated and the Lessor does not expressly or impliedly covenant that the Land is or will be zoned for the

purpose or purposes required by the Lessee and all warranties (if any) as to zoning of the Land are hereby expressly negated;

6.24 MORATORIUM

the application of this Lease of any moratorium or statute, regulation, ordinance or by-law (State or Federal) having the effect of extending the Term reducing or postponing the payment of any rent hereby reserved or any part thereof or otherwise affecting the operation of the terms, covenants, conditions and stipulations on the part of the Lessee to be performed or observed or providing for compensation rights or privileges at the expense of the Lessor in favour of the Lessee or any other person is hereby expressly excluded and negated so far as such exclusion and negation is lawful;

6.25 PLANNING AND DEVELOPMENT CONSENT

if this Lease requires by law the consent of the Department of Planning and Urban Development of Western Australia then this Lease is made expressly subject to and is conditional upon the granting of such consent;

6.26 RELEASE OF LESSOR

the term "Lessor" as used in this Lease so far as the covenants or obligations of the Lessor are concerned shall be limited to and mean only the registered proprietor for the time being of the Land and in receipt of the rents and profits of the Land at the time in question and if the Lessor's interest therein is assigned or transferred in any way (other than by way of security only) the Lessor named herein (and in the case of any subsequent assignments or transfers other than by way of security only the then assignor or transferor) shall be automatically freed and discharged from and after the date of such assignment or transfer from all personal liability for the performance of any covenant or obligation on the part of the Lessor herein contained and under this Lease thereafter to be performed;

6.27 ADDITIONAL TERMS

the additional terms covenants and conditions set out in Schedule 1 shall be deemed to be incorporated in this Lease as if fully set out herein.

EXECUTED BY THE PARTIES AS A DEED ON ^{22nd} DAY OF ^{September} 2000.

Executed by the **TELSTRA CORPORATION LIMITED** ACN 051 775 556 by being SIGNED SEALED AND DELIVERED its Attorney **Barry McNamara** Manager Lease Portfolio under Power of Attorney No. F26036PA who certifies that he has no notice of revocation of the Power and in the presence of:

Barry McNamara

[Signature]
An Officer of Telstra Corporation Limited

The Common Seal of the **SHIRE OF DENMARK** was hereunto affixed in the presence of:



[Signature]
Shire President

[Signature]
Chief Executive Officer

APPROVED
18 OCT 2000
[Signature]
FOR CHAIRPERSON
Western Australian Planning Commission

SCHEDULE 1

1. THE LESSEE

Shire of Denmark of PO Box 183, Denmark, WA 6333.
Ph No: 08 9848 1106. Fax No: 08 9848 1985.

2. THE LAND

Lot 1 on Diagram 27184 being the whole of the land being an area of approximately 987.5 square metres and comprised in Certificate of Title Volume 1262 Folio 204 and being situated at the corner of Roberts and Seaview Roads, Golden Hill, WA.

3. THE PREMISES

That part of the Land being the area hatched and coloured in green on the attached plan.

4. THE TERM:

Twenty one (21) years commencing on 3 December 1999 and expiring on 2 December 2020.

5. RENT

The sum of One Hundred Dollars (\$100.00) per annum payable annually in advance.

6. OUTGOINGS

Statutory rates and taxes, the Lessee's proportion for the Premises being 75% of the total Outgoings for the Land.

7. PERMISSIBLE USE

The Premises shall be used for the erection and use of a shed by the local fire brigade to house a new fast attack unit.

8. PUBLIC RISK INSURANCE

The sum of Ten Million Dollars (\$10,000,000.00).

9. ADDITIONAL TERMS

The Lessee shall be responsible for obtaining all permits and approvals required for the erection of the shed on the leased site.

The Lessee undertakes that it will not damage any existing Lessor's cables that run through the Premises and the Land (particularly the IEN O/F);

The Lessee is responsible for all site works and power requirements involved with construction of the shed.

SCHEDULE 2

1. RIGHTS RESERVED BY LESSOR:

The Lessor reserves unto itself and unto its employees servants agents and contractors the right:-

1.1 to enter upon the Premises at all reasonable times with all necessary materials and appliances to erect make excavate lay or install in or over or under the Premises any posts drains pipes conduits cables wires or other things requisite for any existing or future service to the Premises or to the Land together with the like right to enter upon the Premises for the purpose of inspecting removing maintaining altering or adding to any such things relating to an existing service to the Premises or the Land PROVIDED THAT in each such case the Lessor shall cause as little inconvenience and damage to the Lessee as is practicable in the circumstances; and

1.2 if desired by the Lessor or if the Lessor is required:-

1.2.1 to execute any works which by law the Lessor is bound and has been required to execute on the Premises or the Land;

1.2.3 to alter repair add to or rebuild any part of the Premises or the Land;

1.2.4 to construct erect lay down alter repair cleanse or maintain any drain ventilator shaft waterpipe electric wires or gas pipes in connection with or for the accommodation of the Premises or the Land or any adjoining property;

1.2.5 to underpin; or

1.2.6 to reinstate or rebuild in case of fire;

THEN and in any such case the Lessor may with or without employees agents workmen and contractors and appliances enter upon the Premises to carry out such works doing as little damage to the Premises as is reasonably possible and restoring the same without unreasonable delay but without making compensation for any damage or inconvenience to the Lessee.



ROBERTS

LOT 469

LOT 1
987.5 SQU METRES

ROAD

SEAVIEW

DESCRIPTION OF SITE

LOT 1 - PART OF DENMARK LOT 469 PART OF THE LAND IN VOL 1105 FOL 339

ORDER	DRAWN	CHKD	AMENDMENT	EXAM	APPD	DATE	ISS
421793	JWO	JAH		HD	DHB	24-03-11	1

Gelstra
GOLDEN HILL
CAX
BLOCK PLAN

W100198

5

4

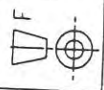
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DO NOT SCALE DIMENSIONS IN



SHEET 1 OF INDEX



**Land on Lots 1 on Diagram 27184
Golden Hill WA**

1.	Lessor	1.1	Telstra Corporation Limited ("Telstra") ABN: 33 051 775 556 242 Exhibition Street, MELB, VIC, 3000
2.	Lessee	2.1	Shire of Denmark PO Box 183, Denmark, WA 6333
3.	Premises	3.1	Lot 1 on Diagram 27184 being the part of the land being an area of approximately 987.5 square metres and comprised in Certificate of Title Volume 1262 Folio 204 and being situated at the corner of Roberts and Nekele Road, Golden Hill, WA as attached diagram.
4.	Permitted Use	4.1	The premises shall be used for the erection and use of a shed by the local fire brigade to house a new fast attack unit.
5.	Nett Lettable Area	5.1	987.5 square metres
6.	Lease Commencement Date	6.1	3 Dec 2022
7.	Rent Commencement Date	7.1	3 Dec 2022
8.	Lease Term	8.1	Four years, expiring on 2 Dec 2026
9.	Base Gross Rental	9.1	\$200 + GST per annum Rental shall be paid quarterly in advance by way of electronic funds transfer.
10.	Rent Review	10.1	5% on the anniversary of the commencement date during the lease term and any further term
11.	Make Good	11.1	At the end of the lease term, the lessee is to make good the site and remove all their belongings from the premise including but not limited to any infrastructure brought on to the premise.
12.	Lease Option Periods	12.1	One (1) further option periods of four (4) years duration each, to be exercised no later than six (6) months prior to the lease expiry date.
		12.2	Rent during an option period shall be increased by 5% on the anniversary of the commencement date.
13.	Special Conditions	13.1	The offer is subject to: <ul style="list-style-type: none">• Telstra delegate/board and business case approval• Execution of agreed lease documentation



This Leasing Proposal documents the good faith negotiations between the parties but should not be construed as binding as it merely represents the status of negotiations between the parties. No binding agreement will exist until all conditions are satisfied, including Board approvals and satisfactory lease documentation.

Signed by:

On Behalf of the Lessor – Telstra Corporation Limited

Signed

Print full name of authorised representative

Date

On Behalf of the Lessee – Shire of Denmark

Signed

Print full name of authorised representative

Date





Created: 10 May 2022 from Map Viewer Plus: <https://maps.landgate.wa.gov.au/maps-landgate/registered/>

