

Dealing Number



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1. Lessor

STEWART AND SONS (BDC) SUPER PTY LTD
ACN 153 262 321 TRUSTEE UNDER INSTRUMENT
710801841

Lodger (Name, address, E-mail & phone number)
Finemore Waller & Story (BG 915)
PO Box 704, Bundaberg 4670
Ph: 41530000; Fax 41530017
Email: dnr@fws.com.au

Lodger Code

2. Lot on Plan Description

LOT 183 SURVEY PLAN 104386

Ref.

Title Reference

50349812

3. Lessee Given names

Surname/Company name and number

(include tenancy if more than one)

OPTUS MOBILE PTY LIMITED ACN 054 365 696

4. Interest being leased

FEE SIMPLE

5. Description of premises being leased

Lease DD in Lot 183 on SP104386

6. Term of lease

Commencement date/event: 1 December 2021
Expiry date: 30 November 2026
#Options: nil
#insert nil if no option or insert option period (eg 3 years or 2 x 3 years)

7. Rental/Consideration

See schedule

8. Grant/Execution

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in: - *the attached schedule; *the attached schedule and document no.; *document no.
*Option in registered Lease no. has not been exercised.
*delete if not applicable

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Executed by STEWART AND SONS (BDC)
SUPER PTY LTD ACN 153 262 321 in
accordance with s127 of the Corporations Act
2001 (Cth)

Witnessing not

signature

required

full name

qualification

Director

Witnessing Officer

Execution Date

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

[Signature]
Director/Secretary

Lessor's Signature

9. Acceptance

The Lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

[Signature] signature
Rochael Catherine Murray full name
Legal Practitioner qualification

20/11/2022
Execution Date

[Signature]
Nicholas Paul Kusalic
Optus Mobile Pty Limited
ACN 054 365 696 by its attorney the
Company Secretary under Power of
Attorney No. 702863514

Witnessing Officer

(Witnessing officer must be in accordance with Schedule 1 of Land Title Act 1994 eg Legal Practitioner, JP, C Dec)

Lessee's Signature

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Information table

Parties

Name	Stewart and Sons (BDC) Super Pty Ltd A.C.N. 153 262 321 Trustee under Instrument 710801841
ABN	78 178 401 919 (The Trustee for The Stewart & Sons Steel Superfund)
Short form name	Lessor
Notice details	Postal address: 11/17 Production Street, Bundaberg, Qld 4670 Telephone: (07) 4152 6311 Email: brian@sssteel.com.au Attention: Brian Stewart
Name	Optus Mobile Pty Limited ACN 054 365 696
Short form name	Lessee
Notice details	Postal address: 1 Lyonpark Road, Macquarie Park NSW 2113 PO Box 888, North Ryde NSW 1670 Telephone: (03) 8576 1900 Email: mdsspropertyissues@optus.com.au Attention: National Site Acquisition Co-ordinator
Site code	B0597 – Svensson Heights

Items

Item 1	Premises (clause 1.1) Lease DD in Lot 183 on Survey Plan 104386, a copy of which comprises Annexure A.
Item 2	Commencement Date (clause 1.1) 1 December 2021
Item 3	Expiry Date (clause 1.1) 30 November 2026
Item 4	Term (clause 1.1) Five (5) years
Item 5	Rent (clause 1.1) \$15,374.00 (plus GST) during the first year of the Term, and increased by 4.5% on each anniversary of the Commencement Date thereafter throughout the remainder of the Term

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- Item 6** **Nominated Account (clause 4.3)**
- | | |
|---------------|--------------------------------|
| Bank: | Westpac Banking Corporation |
| Branch: | Bundaberg |
| Account Name: | Stewart & Sons (BDC) Super P/L |
| BSB No: | 034122 |
| Account No: | 590358 |
- Item 7** **Not used**
- Item 8** **Tower Lease (clause 17)**
- Lease registered number 717855096

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Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In the Lease:

Act means the *Telecommunications Act 1997* (Cth).

Break Date means the date stated in **Item 7**.

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

Carrier means a carrier as defined in the Act.

Commencement Date means the date stated in **Item 2** of the Information table and also in Item 6 of the Form 7 as the Commencement Date.

Expiry Date means the date stated in **Item 3** of the Information table and also in Item 6 of the Form 7 as the Expiry Date.

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.

Land means the lot described in Item 2 of the Form 7.

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 in Item 3 of the Form 7 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.

Lessor means the lessor described in Item 1 of the Form 7 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** of the Information table and in Item 5 of the Form 7.

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

Rent means the amount stated in **Item 5** of the Information table.

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.

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Telecommunications Equipment means any and all equipment, ancillary installations and necessary or desirable equipment required to operate and maintain a telecommunications network and telecommunications service now and in the future.

Term means the term of the Lease set out in **Item 4** of the Information table and **Item 6** of the Form 7.

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; and
- (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 105 and 107 of the *Property Law Act 1974* (Qld) 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 Commencement Date and expires on the Expiry Date, subject to the provisions of the Lease.

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3.2 Termination on a Break Date

If the Lessee gives the Lessor notice no later than six months prior to the Break Date that the Lessee wishes to end the Term on the Break Date, the Break Date becomes the Expiry Date.

3.3 Yearly tenancy - holding over

If the Lessee occupies the Premises after the Expiry Date (other than pursuant to the grant of a further lease) without demand for possession by the Lessor, the Lessee does 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, except that the Rent will not escalate in the manner specified in Item 5 and will remain at the rate payable in the last year of the Term.

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 on or before the Commencement Date. The Rent for the balance of the Term will be paid annually in advance on or before each anniversary of the Commencement Date. 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 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.

4.4 Not used

4.5 Rates, taxes and outgoings

The parties acknowledge and agree that:

- (a) the Rent is a gross amount and the Lessee is not required to pay any rates, taxes, charges, levies or outgoings which are charged to, levied on or relate to the Land (including but not limited to the Premises) except for electricity charges which are payable by the Lessee under clause 9);
- (b) the Lessor must pay all rates, taxes, charges, levies and outgoings which are charged to, levied on or relate to the Land (including but not limited to the Premises); and
- (c) notwithstanding clause 4.5(a), if a rates or land tax notice is levied separately on the Premises, the Lessor must attend to payment by the due date (or earlier if it is possible to take advantage of any discounts for prompt payment) and the Lessee must reimburse the Lessor within 60 days of receipt of a copy of the relevant notice identifying the Premises have been separately rated or levied, accompanied by evidence from the Lessor that payment has been made (and the amount of such payment).

4.6 Definitions

In this clause 4.6 and clauses 4.7 to 4.9:

- (a) **ABN** means Australian Business Number being an 11 digit identifying number allocated by the Australian Business Register (www.abr.business.gov.au);
- (b) **RCTI** means recipient created tax invoice;

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- (c) words or expressions which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning; and
- (d) a reference to the Lessor or Lessee includes their GST group representative member (if applicable).

4.7 ABN

- (a) The Lessor warrants that the Lessor:
 - (i) has an ABN; or
 - (ii) does not have an ABN, on the basis it is not entitled to have one under the *A New Tax System (Australian Business Number) Act 1999*; and
 - (iii) if it appoints a third party to manage the leasing of the Premises on its behalf and the third party's ABN is quoted in any tax invoice, invoice or other document relating to the Lease, the third party does so as agent for the Lessor in accordance with Australian Taxation Office's public ruling GSTR 2000/37: agency relationships and the application of the law.
- (b) If the Lessor does not have an ABN or the Lessor's ABN is cancelled, the Lessor must immediately notify the Lessee and unless the Lessor provides evidence that the Lessor is not entitled to have an ABN under the *A New Tax System (Australian Business Number) Act 1999*, the Lessor acknowledges that the Lessee will be required to deduct from each payment to the Lessor, PAYG withholding tax pursuant to section 12-190 of Schedule 1 to the *Taxation Administration Act 1953*.
- (c) If the Lessor does not comply with its obligations or breaches any warranty under this clause 4.7, the Lessor indemnifies the Lessee for any tax, charge, fine, penalty or other impost which the Lessee incurs or becomes liable to pay as a result of the Lessor's default or breach of warranty.

4.8 Lessor 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 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 the Lease before the consideration payable for that supply is due and the Lessee need not pay 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 RCTIs for the taxable supplies made by the Lessor to the Lessee under the Lease except for any supplies that the parties agree in writing are excluded taxable supplies. As at the date of the 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 the Lease other than an excluded taxable supply;

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- (iii) each party acknowledges and warrants that at the time of entering into the 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. If the Lessor breaches its obligations under this clause 4.8(c)(iv) and the Australian Taxation Office determines the RCTI is not validly issued and requires the Lessee to repay any input tax credit, the Lessor:
 - (A) must immediately refund the overclaimed input tax credit amount to the Lessee; and
 - (B) indemnifies the Lessee for any interest, fines or penalties imposed on the Lessee as a result of overclaiming any input tax credit.
- (d) If a payment to a party under the 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 4.8(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 4.8(c) does not apply the parties agree that all taxable supplies made by the Lessor to the Lessee under the Lease are excluded taxable supplies to which clause 4.8(b) applies.

4.9 Lessor not registered for GST

- (a) The Lessor must notify the Lessee of its GST registration status on or before execution of the Lease and must immediately notify the Lessee if it ceases to be registered for GST at any time during the Term.
- (b) Despite any other clause in the Lease, if the Lessor is not registered for GST or ceases to be registered for GST:
 - (i) the Lessee is not required to make a payment under the Lease (including but not limited to Rent) until the Lessor provides the Lessee with an invoice for the payment quoting either the Lessor's ABN or the Lessor's agent's ABN; and
 - (ii) if GST is incorrectly charged on any invoice or tax invoice issued by the Lessor or any third party on its behalf, the Lessor:
 - (A) must immediately refund the overcharged GST amount to the Lessee; and
 - (B) indemnifies the Lessee for any interest, fines or penalties imposed on the Lessee as a result of overclaiming any input tax credits.

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 including but not limited to installing, storing, operating, repairing, maintaining, altering, and replacing Telecommunications Equipment consistent with the evolving nature of telecommunications services.

5.2 Adjoining Land

- (a) The Lessor grants to the Lessee the right to temporarily 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,

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construction, dismantling, repair, replacement, renewal, maintenance and operation of the telecommunications network and the telecommunications service.

- (b) When exercising its rights pursuant to this clause 5.2 the Lessee must use its reasonable endeavours to cause minimal disruption and inconvenience to the Lessor as far as is practicable.
- (c) After temporarily using the Land adjoining and adjacent to the Premises or any installation of the Lessee, 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.
- (d) 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 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

- (a) 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.
- (b) In exercising its rights under this clause 5.4, the Lessee must:
 - (i) not cause any lasting material damage to the Land or material interference with the Lessor; and
 - (ii) 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.
- (c) The provisions of clause 7.2 will apply to the exercise by the Lessee of its rights pursuant to this clause 5.4.

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.

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5.7 Not used

5.8 Not used

5.9 Not used

6. Access to the Premises

6.1 Access

- (a) 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.
- (b) The Lessor agrees that where the Lessee installs, upgrades or maintains at its cost any access track or electricity connection to the Premises then:
 - (i) any other person (except the Lessor) who wishes to utilise the Lessee's track or connection must contribute to the cost of installation, upgrading and maintenance as apportioned by the Lessee; and
 - (ii) the Lessor must not grant or allow to be granted to any third party an interest or a right to use the Lessee's track or connection until that party first reaches an agreement with the Lessee as to the terms and amount of the contribution.

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 injury or death to persons and damage to 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 injury or death to persons or damage to property caused by electromagnetic fields emanating from the Lessee's Telecommunications 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, omission 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:

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- (a) without the consent of the Lessor, install, erect, construct, dismantle, modify, repair, replace, renew and maintain upon the Premises Telecommunications Equipment; and
- (b) 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 them wholly or substantially unfit for the occupation or use of the Lessee or inaccessible by any means of access;
- (b) the Lessee commits a material breach of any of its obligations and has not remedied that breach within a reasonable period of notice from the Lessor having regard to the nature of the breach;
- (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;
- (d) the Premises are rendered unfit for the Lessee's use by reason of the emergence of significant physical or radio interference;
- (e) as a result of network changes, the Premises cease to operate as or are not required to be a part of the Lessee's telecommunications network;
- (f) the Lessor commits a breach of a material obligation and has not remedied that breach within a reasonable period of notice from the Lessee having regard to the nature of the breach; or
- (g) the Lessor breaches an obligation under clause 13.4 and/or clause 13.5,

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then the Lease may be terminated immediately by notice, by the Lessee in the case of subclauses (a), (c), (d), (e), (f) or (g) 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

Subject to clause 10.4, 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 Commencement Date.

10.4 Removal of Lessee's fixtures and chattels

The Lessee must:

- (a) within 6 months of the Expiry Date (unless there is in place after the Lease a further lease between the Lessor and the Lessee); or
- (b) within a reasonable period of earlier termination of the Lease; or
- (c) by such other date as the Lessor and the Lessee agree in writing,

remove (subject to clause 14.2) 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 whether registered on the title to the Land or not in relation to a period prior to the Term is validly terminated for any reason (including termination at a break date under the prior lease but otherwise excluding by effluxion of time), the 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 before the second anniversary of the Commencement Date. The Lessee will not be entitled to any refund of prepaid Rent in the event of the Lessee exercising its rights under this clause.

10.8 Refund of Rent on termination

If the Lease is terminated by the Lessee pursuant to clause 10.1(a), 10.1(c), 10.1(d), 10.1(e), 10.1(f), 10.1(g), 20(f) or 20(g) the Lessor must, within 30 days of the date of termination, refund to the Lessee any Rent paid in advance for the unexpired portion of the Term after the date of termination.

11. Notices

11.1 Method of service

Any notice to be given under the 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 email addressed to the receiving party at the address specified in the notice details in the Information table.

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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 an email transmission, on the first Business Day after the date of transmission (providing the sending party receives an email delivery receipt indicating that the notice has been transmitted).

11.3 Change of address

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

12. Assignment and subletting

12.1 Lessee not to assign

The Lessee must not assign any of its rights under the Lease or any part of them 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 or a Carrier

The Lessee may from time to time without the consent of the Lessor assign any of its rights under the Lease or any part of them to a Related Body Corporate of the Lessee or to a Carrier.

12.3 Assignment

Subject to clause 12.2 the Lessee may assign any of its rights under the Lease or any part of them with the prior written consent of the Lessor such consent not to be unreasonably withheld or delayed.

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 notifying 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 and in the event of the Lessee notifying the Lessor of any breach by the Lessor of this clause the Lessor must remove such hazardous substance.

13.4 No concurrent or superior lease or other dealing

The Lessor must not:

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

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- (b) grant any easement over the Premises; or
- (c) enter into any other dealing over the Premises,

without the Lessee's prior written consent, such consent not to be unreasonably withheld.

13.5 Not used

14. Miscellaneous

14.1 Lessee to pay costs and disbursements

The Lessee must pay all duty (including penalties and fines other than penalties and fines due to the default of the Lessor) and registration fees on the Lease.

14.2 Without prejudice

- (a) The Lease is without prejudice to the Lessee's rights under Schedule 3 of the Act.
- (b) To the extent that the Lessee undertakes maintenance (as that term is defined under Schedule 3 of the Act), the Lessor agrees that it does not require the Lessee to give notice of that activity under Schedule 3 of the Act.

14.3 Governing law

The 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. Not used

16. Definitions:

Existing Carrier means the lessee from time to time pursuant to the Tower Lease.

Tower Lease means the lease or leases of the Tower Premises between the Existing Carrier and the Lessor described in **Item 8** and any extension or renewal of that lease or those leases.

Tower Agreement means the agreement to occupy part of the Tower Premises between the Existing Carrier and the Lessee commencing on the same day as the Lease and any future agreement between the Existing Carrier and the Lessee.

Tower Premises means the premises leased pursuant to the Tower Lease.

17. Consent to Tower Agreement

The Lessor consents to the Existing Carrier granting the Tower Agreement.

18. Assignment or termination of Tower Lease

18.1 Assignment of Tower Lease

The Lessor must not terminate or surrender the Tower Lease without first notifying the Lessee of its intention to do so, in which event the Lessee may require the Existing Carrier to assign the Tower Lease to the Lessee. The Lessor agrees that if the Lessee does so require the Existing Carrier to assign the Tower Lease to it, the Lessor will not unreasonably withhold its consent to such an assignment.

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18.2 Grant of Tower Lease to Lessee

Provided that the Lessee is not at that time in default of the terms of the Lease, then if, at any time during the Term, the Lessor becomes entitled to terminate the Tower Lease for any reason whatsoever, then prior to so terminating the Tower Lease, the Lessor must give notice to the Lessee (**Notice of Intended Termination**) of its intention to so terminate the Tower Lease. The Lessee may within seven days after receipt of the Notice of Intended Termination, give notice to the Lessor (**Lessee's Notice**) requiring the Lessor to grant to it a lease of the Tower Premises upon the same terms as the Tower Lease.

18.3 Lessor and Lessee to enter into Tower Lease

The Lessor must as soon as practicable after either the receipt by it of the Lessee's Notice or the termination of the Tower Lease (which ever is the last to occur), grant to the Lessee a lease or leases of the Tower Premises upon the same terms as the Tower Lease, but commencing on the date on which the Tower Lease is terminated and expiring on the date or dates which the Tower Lease would, but for the prior termination thereof by the Lessor, have otherwise expired, and substituting the Lessee in place of the Existing Carrier. Upon the grant of any such Lease, any default or other right or cause of action between the Lessor and the Existing Carrier will, as between the Lessor and the Lessee, be deemed to have been waived and permanently released.

19. Option in Tower Lease

If the Existing Carrier fails to exercise any option to renew contained in the Tower Lease within the time provided in the Tower Lease or purports to exercise the option but the Lessor rejects the exercise of the option the Lessor will as soon as practicable after the time for exercise of that option to renew has elapsed notify the Lessee of that fact (**Non Exercise Notice**) and:

- (a) the Lessee will have the right by notice (**Renewal Notice**) served on the Lessor within 14 days of the Non Exercise Notice to require the Lessor to grant to the Lessee a lease of the Tower Premises on the terms contemplated in the Tower Lease as if the option to renew contained in it had been exercised by the Existing Carrier; and
- (b) upon service of the Renewal Notice by the Lessee, the provisions of clause 18.3 will apply so far as they are relevant.

20. Additional right of termination of the Lease

The Lessee may terminate the Lease immediately by notice to the Lessor if:

- (a) the Lessee takes an assignment of the Tower Lease pursuant to clause 18.1;
- (b) the Lessor grants the Lessee a lease pursuant to clause 18.3 or 19;
- (c) the Tower Lease is terminated by either party or is surrendered and the Lessee does not elect to take an assignment of the Tower Lease pursuant to clause 18.1 or to be granted a lease pursuant to clause 18.3;
- (d) the Lessor gives a Non Exercise Notice under clause 19 and the Lessee does not give a Renewal Notice;
- (e) the Lessee ceases to hold any right described in the Tower Agreement from the Existing Carrier or the Lessor other than as a result of the Lessee's breaching the agreement conferring the right;
- (f) the Tower Lease expires and no new lease is entered into for the Tower Premises between the Existing Carrier and the Lessor that commences immediately after the expiry of the Tower Lease; or

Title Reference 50349812

- (g) the Existing Carrier enters into a new lease with the Lessor for the Tower Premises that commences immediately after the expiry of the Tower Lease but the new lease expires before the Expiry Date of the Lease.

21. Trilocation

The Lessor's obligations under clauses 18 and 19 are subject to any prior like rights granted by the Lessor or the Existing Carrier to a third carrier as defined in the Act so long as the Lessor only deals with the third carrier in relation to the Tower Premises or the Tower Lease subject to the Tower Agreement.

Title Reference 50349812

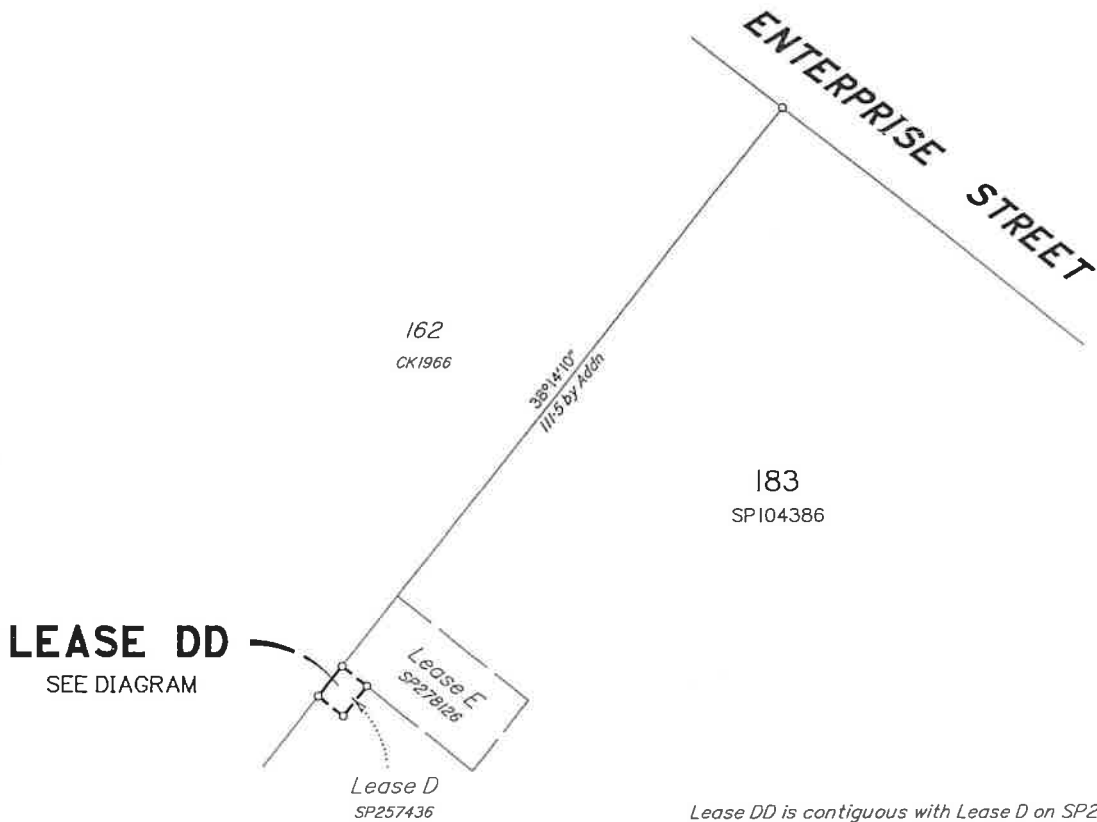
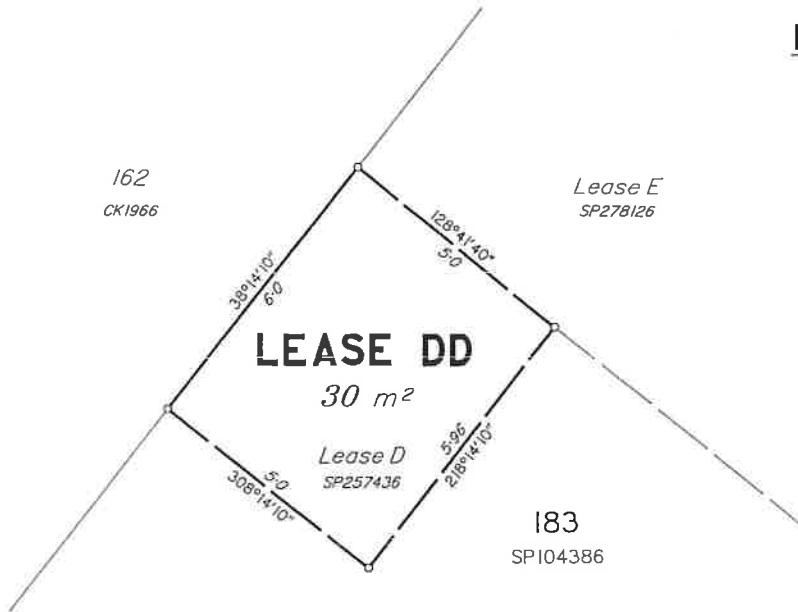
Annexure A

Plan referred to in Item 1

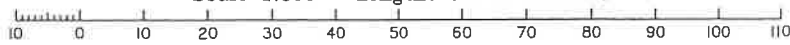
Annexure to Lease of premises known as 15 Enterprise
Street, Svensson Heights, QLD, 4670

17655-34 / B0597 / 04/10000359 / Svensson Heights

DIAGRAM
SCALE 1:100



Scale 1:800 - Lengths are in Metres.



VISION SURVEYS (QLD) PTY LTD (ABN 84 128 752 947) hereby certify that the corporation, by Brian James FORRESTER, cadastral surveyor, for whose work the corporation accepts responsibility, has made this plan under Section 16 of the Survey and Mapping Infrastructure Regulation 2014 and pursuant to the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the plan is accurate, and compiled from SP257436 in the Department of Natural Resources, Mines and Energy.

[Signature]
Authorised Delegate
11/09/2019
Date

<p>Plan of Lease DD</p> <p>in Lot 183 on SPI04386</p>		Scale: 1:800
		Format: STANDARD
<p>LOCAL BUNDABERG GOVERNMENT: REGIONAL</p>		<p>LOCALITY: SVENSSON HEIGHTS</p>
<p>Meridian: MGA Zone 56 vide SP257436</p>		<p>Survey Records: No</p>
		 SP313417

State copyright reserved.

WARNING : Folded or Mutilated Plans will not be accepted.
Plans may be rolled.
Information may not be placed in the outer margins.

(Dealing No.)

5. Lodged by

(Include address, phone number, reference, and Lodger Code)

1. Certificate of Registered Owners or Lessees.

+/We STEWART AND SONS (BDC) SUPER PTY LTD
A.C.N. 153 262 321
TRUSTEE UNDER INSTRUMENT 710801841

(Names in full)

~~* as Registered Owners of this land agree to this plan and dedicate the Public Use Land as shown hereon in accordance with Section 50 of the Land Title Act 1994.~~

~~* as Lessees of this land agree to this plan.~~

Signature of *Registered Owners *Lessees

6. Existing		Created		
Title Reference	Description	New Lots	Road	Secondary Interests
50349812	Lot 183 on SPI04386			Lease DD

Lease DD does affect Lease 714775007 (Lease D on SP257436) and does not affect Leases 717855090 and 717855096. Dated 12/09/2019.

* Rule out whichever is inapplicable

2. Planning Body Approval.

*
hereby approves this plan in accordance with the:
%

Dated this day of

..... #
..... #

* Insert the name of the Planning Body. % Insert applicable approving legislation.
Insert designation of signatory or delegation

3. Plans with Community Management Statement :


CMS Number :
Name :

4. References :

Dept File :
Local Govt :
Surveyor : 17655-34

7. Orig Grant Allocation :

8. Passed & Endorsed :

By: VISION SURVEYS (QLD) PTY LTD
Date: 12/09/19
Signed: 
Designation: Liaison Officer

9. Building Format Plans only.

I certify that :
* As far as it is practical to determine, no part of the building shown on this plan encroaches onto adjoining lots or roads.
* Part of the building shown on this plan encroaches onto adjoining * lots and road

Cadastral Surveyor/Director* Date
* delete words not required

10. Lodgement Fees :

Survey Deposit \$
Lodgement \$
New Titles \$
Photocopy \$
Postage \$
TOTAL \$

11. Insert Plan Number

SP313417