INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet, Form B1 should be used with appropriate headings. The boxed sections should only contain the words "see page..."
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by the parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the persons signing this document and their witnesses.
4. Where issued, the Duplicate Certificate of Title is required to be produced or if held by another party then arrangements must be made for its production.

NOTES

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

EXAMINED

OFFICE USE ONLY

N442180 L

23 Sep 2016 12:45:37 Perth

LEASE

LODGED BY

ADDRESS — INFOTRACK
www.infotrack.com.au
PO Box Z5438, Perth WA 6831
Lvl 1, 40 St Georges Tce, Perth WA

PHONE No. — Tel: (08) 6333 2100

FAX No. — Fax: (08) 9318 2816

REFERENCE No. — LTO: 396

ISSUING BOX No.

PREPARED BY
Cornwall Stodart

ADDRESS
Level 10, 114 William Street
MELBOURNE VIC 3000

PHONE No. 03 9608 2000

FAX No. 03 9608 2222

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

1/1

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. dup lease
2. letter
3.
4.
5.
6.

Received Items

Nos. 2

Receiving Clerk

Registered pursuant to the provisions of the *TRANSFER OF LAND ACT 1893* as amended on the day and time shown above and particulars entered in the Register.

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THE GOVERNMENT OF WESTERN AUSTRALIA

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ATTESTATION SHEET

Dated this	16	day of	AUGUST	Year	2016

LESSOR/S SIGN HERE (Note 10)

SEE PAGE 23 for lessor's signature

Signed

In the presence of

Signed

In the presence of

LESSEE/S SIGN HERE (Note 10)

SEE PAGE 22 for lessee's signature

Signed

In the presence of

Signed

In the presence of

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SIGNED, SEALED AND DELIVERED by)
Carl Peter Planke in the presence of:)
)

Signature of Witness

Malcolm Jewell
Name of Witness [print]

680 Linley Valley Rd Wooroloo WA. Wooroloo 6558.
Witness Address

Electrician
Witness Occupation

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EXECUTED as a Deed

SIGNED, SEALED AND DELIVERED for and on behalf of **NBN CO LIMITED (ACN 136 533 741)** by its attorneys under a power of attorney registered in Western Australia dated 19 May 2015 dealing number N54259 PA in the presence of:

Scott Wells
Regional Manager
Infrastructure Services
Name of Attorney

Signature of Attorney

Dealing number N54259 PA

Position of Attorney

Attorney for **NBN CO LIMITED (ACN 136 533 741)** (and I declare that I have no notice of revocation of the said power of attorney) in the presence of:

Signature of Witness

Witnessed 16/08/2016

Nisha Gill
Contract & Commercial Administrator
Satellite and fixed wireless commercial
Name of Witness

Level 41/360 Elizabeth Street
Melbourne VIC 3004
Address of Witness

Occupation of Witness

Clayton Ford
Regional Manager
Infrastructure Services
Name of Attorney

Signature of Attorney

Dealing number N54259 PA

Position of Attorney

Attorney for **NBN CO LIMITED (ACN 136 533 741)** (and I declare that I have no notice of revocation of the said power of attorney) in the presence of:

Signature of Witness

Witnessed 16/08/2016

Nisha Gill
Contract & Commercial Administrator
Satellite and fixed wireless commercial
Name of Witness

Level 41/360 Elizabeth Street
Melbourne VIC 3004
Address of Witness

Occupation of Witness

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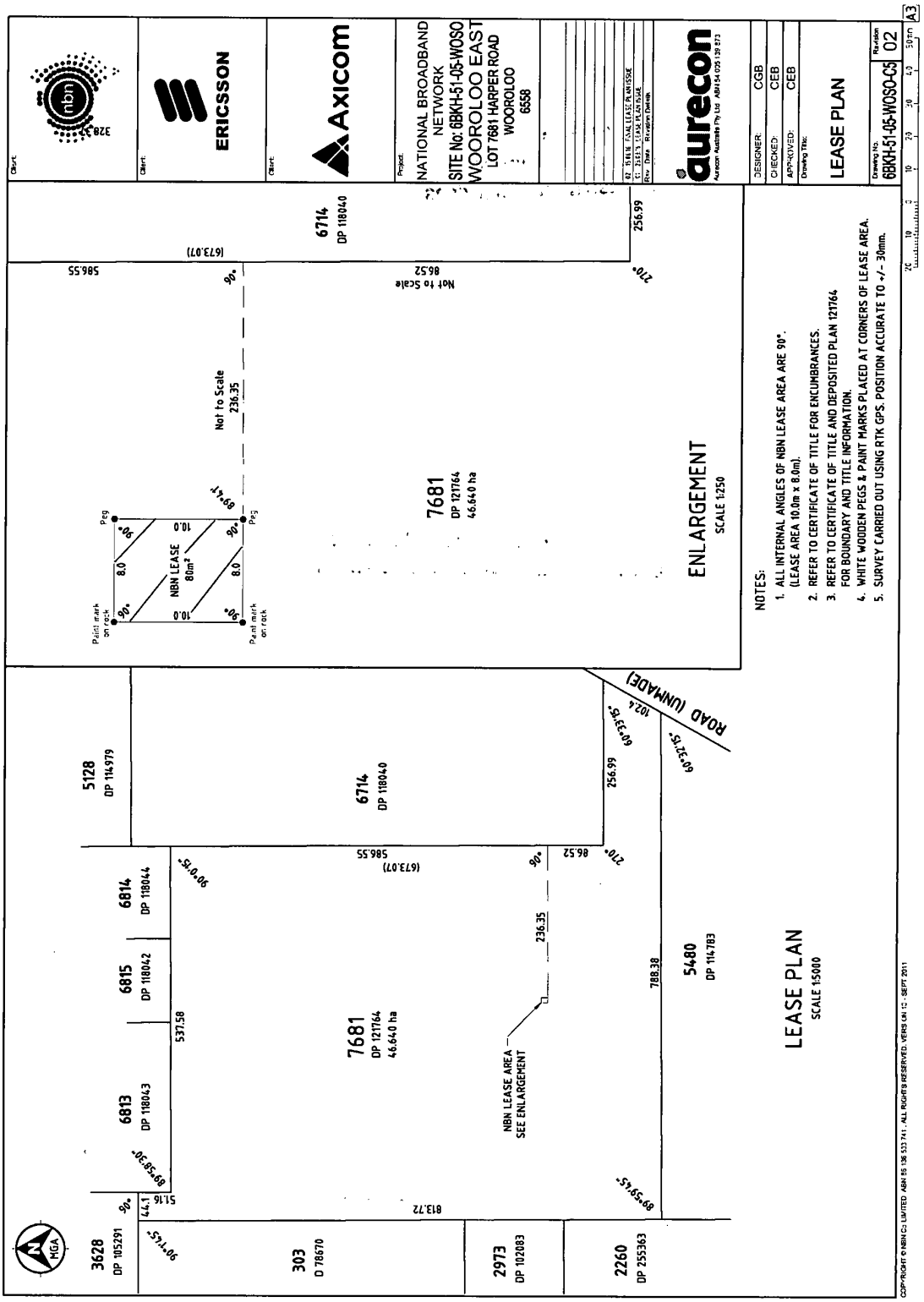

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Annexure B

Plan

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Lease or the contents of this Lease to any third party without the prior written consent of each other party.

(b) It is not a breach of clause 14.8(a) for a party to disclose this Lease or the contents of this Lease if that disclosure:

(i) is required by law or by any Government Agency or regulatory body (including any relevant stock exchange); or

(ii) is of information which is publicly available through no fault of the party making the disclosure; or

(iii) is necessary in order to obtain consent to this Lease from a third party (in connection with registration of this Lease or otherwise), provided the recipient is under an obligation to keep the information disclosed confidential;

(iv) is to the party's professional advisers, bankers, financial advisers and financiers, provided the recipient is under an obligation to keep the information disclosed confidential; or

(v) is to any of its employees, agents and contractors to whom it is necessary to disclose the information, provided the recipient is under an obligation to keep the information disclosed confidential.

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14.2 Without prejudice – Telecommunications Act

(a) This Lease is without prejudice to, and nothing in this Lease affects, restricts, limits or derogates from any right, power and immunity of NBN Co under or by virtue of any Statute including, without limitation, NBN Co's rights under Schedule 3 of the Act.

(b) The parties acknowledge that, in relation to the Premises, the installation of any Equipment deemed to be low impact pursuant to the Determination, or the maintenance of any of the Equipment on the Land, by or for NBN Co is undertaken in exercise of the rights of NBN Co pursuant to Divisions 2, 3 and/or 4 (as the case may be) of Schedule 3 to the Act.

(c) To the extent that an activity performed by NBN Co in connection with the Premises or anything in, over or under the Premises, is an activity that NBN Co is authorised to do under Schedule 3 of the Act, the Landlord waives its right to be given a notice under clauses 17 and 18 of Schedule 3 of the Act, and also waives any rights that it has to object to the activities that, but for this clause, would have been the subject of a notice under clauses 17 and 18 of Schedule 3 of the Act.

(d) The Landlord agrees that, in light of the terms of this Lease, it will not make any claim against NBN Co in relation to clause 42 of Schedule 3 to the Act.

(e) The operation of this clause and any waiver given under this clause will survive the termination or expiry of this Lease. Any rights obtained by NBN Co under Schedule 3 of the Act will continue in accordance with the Act, notwithstanding the termination or expiry of this Lease.

14.3 Governing law

This Lease is governed by the laws of the Jurisdiction and the Commonwealth of Australia and the Landlord and NBN Co submit to the non-exclusive jurisdiction of the Courts of the Jurisdiction.

14.4 Entire Agreement

This Lease contains the entire agreement of the parties with respect to its subject matter. It sets out the only conduct relied on by the parties and supersedes all earlier conduct by the parties with respect to its subject matter.

14.5 No Waiver

No failure to exercise and no delay in exercising any right, power or remedy under this Lease will operate as a waiver. Nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that or any other right, power or remedy.

14.6 No Merger

The rights and obligations of the parties will not merge on completion of any transaction under this Lease.

14.7 Counterparts

If this Lease consists of signed counterparts, each is an original and all of the counterparts together constitute the same document.

14.8 Confidentiality

(a) The parties each agree that the terms of this Lease are confidential. Except to the extent necessary to comply with its terms, a party must not disclose this

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claiming through the Landlord. The Landlord must not do anything which derogates from its grant of the Premises to NBN Co under this Lease.

13.2 Restriction on Landlord's use of the Land

The Landlord covenants that the Landlord will not itself nor will it permit any third party to do anything on the Land which is likely to cause physical, radio or other interference which obstructs, interrupts or impedes the use or operation of NBN Co's telecommunications facility, network or service. If NBN Co advises the Landlord of any breach by the Landlord of its covenant the Landlord will, to the extent that it is within its power to do so, use all reasonable endeavours at its expense to forthwith remedy such breach.

13.3 Landlord's covenant

The Landlord covenants that the Landlord will not itself nor will it 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 NBN Co's use of the Premises. If NBN Co advises the Landlord of any breach by the Landlord of its covenant the Landlord will, to the extent that it is within its power to do so, use all reasonable endeavours at its expense to forthwith remedy such breach.

13.4 Sale or dealings with the Land by the Landlord

The Landlord must not sell, transfer, subdivide or otherwise deal with its interests in the Land (so far as it relates to the Premises and any areas used by NBN Co for access to or use of the Premises) unless it first procures that the transferee or other relevant person provides a deed poll in favour of NBN Co, in a form required by NBN Co, under which that person agrees to comply with all of the Landlord's Covenants as if that person were the Landlord party originally named in this Lease.

13.5 Consent of Mortgagee or Chargee

If the Land is subject to any mortgage or charge, the Landlord must, at its cost, obtain the mortgagee or chargee's consent to this Lease in a form which is reasonably acceptable to NBN Co and which does not impose additional conditions on NBN Co.

13.6 Registration

The Landlord must attend to registration and do all things reasonably necessary to enable the registration of the Lease at the relevant Land Titles Office in the Jurisdiction.

13.7 Contamination

(a) The Landlord warrants that, at the Date of Commencement, the Land does not contain substances hazardous to health or safety.

(b) If any cleanup of the Land is required by Statute or because substances are present on the Land which are hazardous to health or safety, and is not caused by the activities of NBN Co on the Land, then the Landlord must, upon written request from NBN Co, at the Landlord's cost, carry out such cleanup as may be required to comply with the Statute or deal with the hazard to health or safety.

14 Miscellaneous

14.1 NBN Co to pay costs and disbursements

NBN Co must pay all registration fees in relation to this Lease. Each party is responsible for its own legal and other costs, charges and expenses in relation to the preparation, negotiation, completion and registration of the Lease.

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(vi) if the Expert fails to deliver a determination within 20 days after the last day on which the parties are entitled to make submissions, either party may require the appointment of a further Expert under clause 10.7(b)(i) to determine the dispute.

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 NBN Co not to assign

NBN Co must not assign the Lease except under clause 12.2 or with the prior written consent of the Landlord under clause 12.3.

12.2 Assignment to a Related Body Corporate or a Carrier

NBN Co may from time to time assign the Lease to a Related Body Corporate of NBN Co or to a Carrier or to the holder of a Nominated Carrier Declaration (as those terms are defined in the Act) or to a party in conjunction with the sale of the whole or part of NBN Co's telecommunications network or to a Government Agency.

12.3 Assignment

Subject to clause 12.2 NBN Co may assign the Lease with the prior written consent of the Landlord, such consent not to be unreasonably withheld.

12.4 Release following assignment

If this Lease is assigned, NBN Co will cease to be liable for any NBN Co's Covenants which arise, or are liable to be performed, on or after the date of assignment. However, NBN Co is not released in respect of breaches of NBN Co's Covenants which arose before the date of assignment.

12.5 Subletting

NBN Co may sublet, licence, part with or share its right to possession of the Premises without requiring the consent of the Landlord.

13 Landlord's covenants

13.1 Quiet enjoyment

The Landlord covenants that NBN Co may peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully

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10.5 NBN Co to yield up

NBN Co must, by no later than 6 months after the Date of Expiration (unless there is in place after this Lease a further lease between the Landlord and NBN Co, and in any event subject to clause 14.2), earlier termination of the Lease or such other date as the Landlord and NBN Co agree in writing, 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.

10.6 Removal of NBN Co's fixtures and chattels

NBN Co must, by no later than 6 months after the Date of Expiration (unless there is in place after this Lease a further lease between the Landlord and NBN Co, and in any event subject to clause 14.2), earlier termination of the Lease or such other date as the Landlord and NBN Co agree in writing, remove from the Premises all above ground cabling and fixtures, fittings, plant, machinery, and other items erected or brought by it onto the Premises or the Land.

10.7 Rent abatement

(a) If 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 NBN Co or inaccessible by any means of access, then except to the extent that such damage or destruction is caused by the wrongful or negligent act or omission of NBN Co, the Rent will abate in proportion to the extent to which NBN Co is inhibited from carrying on the use permitted by this Lease from the date upon which the destruction or damage occurs until the earlier of the date upon which it is repaired and the date of termination of the Lease pursuant to clause 10.2 (a).

(b) If there is a dispute between the parties as to the proportion of Rent to be abated pursuant to clause 10.7(a) which is not resolved within 20 days after notice by one party to the other of the nature of the dispute then:

(i) the dispute may be referred by either party for determination by an expert who is an appropriate practising professional appointed at the request of either party (**Expert**), by:

(a) the president of the professional body most appropriate to determine the dispute or, if the parties are unable to agree on the appropriate body, the president for the time being of the Law Society of the Jurisdiction; or

(b) if there is no such body in existence at the time of the request, the president for the time being of an equivalent body;

(ii) each party may make a submission either orally or in writing to the Expert within 20 days after that appointment;

(iii) in making a determination the Expert must:

(a) act as an expert and not as an arbitrator;

(b) consider any submission made to it by a party; and

(c) provide the parties with a written statement of reasons for the determination;

(iv) in the absence of manifest error the determination of the Expert is conclusive and binding on the parties;

(v) the costs of the Expert will be shared equally between the parties unless otherwise determined by the Expert; and

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(a) NBN Co commits a material breach of any of its obligations including payment of Rent, the Landlord may serve notice on NBN Co requiring remedy of the breach within a reasonable time having regard to the nature of the breach specified in the notice (**Trigger Notice**) such period to be not less than 21 days; and

(b) NBN Co does not remedy the breach within the time specified in the Trigger Notice, the Landlord may serve notice on NBN Co requiring remedy of the breach within a further reasonable time having regard to the nature of the breach such period to be not less than 60 days (**Default Notice**); and

(c) NBN Co does not remedy the breach within the period specified in the Default Notice,

the Landlord may terminate this Lease by serving notice to NBN Co at any time before the breach is remedied.

10.2 Termination by NBN Co

In addition to any rights NBN Co may have to terminate this Lease for breach of the Landlord's Covenants:

(a) if 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 NBN Co or inaccessible by any means of access; or

(b) if any application for a required consent or permit for the installation and use of the Premises as part of a telecommunications facility, network or service is rejected or is cancelled, lapses or is otherwise terminated and no further or replacement consent or permit can reasonably be obtained; or

(c) any application to a Government Agency for a required consent, permit or licence for the installation and use of the Premises as part of a telecommunications facility, network or service is granted to NBN Co 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) if the Premises are rendered unfit for NBN Co's use described in clause 5.1 by reason of the emergence of physical, radio or other interference; or

(e) if the Premises can no longer be used for the use described in clause 5.1, or the Premises are no longer required by NBN Co,

then NBN Co may terminate the Lease immediately by notice to the Landlord.

10.3 NBN Co's additional rights to terminate

NBN Co may also terminate this Lease by notice to the Landlord:

(a) at any time before it substantially commences construction work to install the Equipment on the Premises (excluding placement of survey pegs or delivery of materials and the Equipment); or

(b) at any time by giving not less than 6 months notice expiring on any day.

10.4 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.

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8 Installation

8.1 Construction and alterations

(a) NBN Co may at NBN Co's discretion 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, do anything in accordance with the permitted use of the Premises as set out in this Lease, including, without limitation, to install, erect, construct, dismantle, repair, replace, renew, add, vary and maintain upon the Premises security fencing and any building or buildings as necessary now or in the future to shelter the Equipment and a free standing monopole, lattice tower, guyed mast, multi-sided antenna support structure or other antenna support structure of sufficient height now or in the future to meet NBN Co's telecommunications requirements and all necessary connecting appurtenances.

(b) NBN Co shall be entitled to paint any installations referred to in clause 8.1(a) (including, without limitation, any monopole, lattice tower, fencing or buildings) with any colour as may be required by a Government Agency in connection with any planning consent.

8.2 NBN Co property

Despite the extent of any affixation, the Equipment and all other fixtures, fittings, plant and other items brought onto or erected on the Land by or on behalf of NBN Co, at all times remains the absolute property of NBN Co.

9 Electricity supply

9.1 Electricity connection

The Landlord must, at NBN Co's cost, permit NBN Co 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 NBN Co's equipment on the Premises. The supply of this electricity must be made through a dedicated usage meter, installed by NBN Co at its own cost, so that NBN Co is directly accountable for payment of electricity consumed by it on the Premises.

9.2 Easement for electricity purposes

(a) If, pursuant to clause 9.1, NBN Co is required to connect to an electricity supply on or over the Land or on or over Adjoining Land, the Landlord must grant an easement for electricity purposes across that part of the Land or the Adjoining Land to enable NBN Co to connect the Premises to that electricity supply on terms as may be required by the electricity supplier (**Easement**). NBN Co will be responsible for preparing the Easement documentation and must pay the relevant land titles office fees for registration of the Easement, or reimburse the Landlord for such registration fees.

(b) In anticipation of the grant of Easement, the Landlord hereby consents to NBN Co entering, or permitting the relevant electricity supplier to enter, the Land or the Adjoining Land from the Date of Commencement to construct electricity infrastructure and associated structures required for the purpose of the proposed electricity supply.

10 Termination

10.1 Termination by the Landlord

If:

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(i) upgrading any existing access track over the Land and/or Adjoining Land to the Premises to a standard which is suitable for NBN Co's access to the Premises; or

(ii) constructing an all-weather access track over the Land and/or Adjoining Land to provide access to the Premises if there is no suitable existing access track to the Premises.

(c) Despite any clause in this Lease, at the expiry (or earlier termination) of this Lease, NBN Co will not be required to make good or restore the surface of any access track which is upgraded or constructed by NBN Co under clause 6.1(b).

6.2 Contact person

(a) The Landlord and NBN Co must each nominate a contact person to contact about non-legal matters relating to access and Equipment and other non-legal matters relating to this Lease. The relevant contact persons, as at the Date of Commencement, are stated in Item 8 of the Information Table.

(b) The Landlord and NBN Co must each nominate a contact person to contact about legal matters relating to this Lease. The relevant contact persons, as at the Date of Commencement, are stated in Item 8 of the Information Table.

(c) The contact persons in Item 8 of the Information Table may be changed by the relevant party at any time by notice in writing to the other.

7 Insurance

7.1 Obligation to insure

(a) NBN Co must have in force and maintain with a Reputable Insurer for the Term a valid and enforceable public liability insurance policy to the value of at least $20,000,000 for any one occurrence.

(b) The Landlord must have in force and maintain with a Reputable Insurer for the Term a valid and enforceable public liability insurance policy to the value of at least $10,000,000 for any one occurrence.

(c) The Landlord must inform its public liability insurer of the Lease and do all things necessary to ensure that the insurance policy covers the Landlord with respect to the activities contemplated within the Lease.

7.2 Evidence of Insurance

On request (and on no more than two occasions per year):

(a) by the Landlord, NBN Co will produce to the Landlord satisfactory evidence, including certificates of currency, of the insurance policy required under clause 7.1(a); and

(b) by NBN Co, the Landlord will produce to NBN Co satisfactory evidence, including certificates of currency, of its insurance policy referred to in clause 7.1(b).

7.3 Global Policy

NBN Co may effect its insurance in clause 7.1 pursuant to an insurance policy which is not specific as to the location of risk.

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unless caused or contributed to by NBN Co's particular use or occupation of the Premises.

5.4 Cabling

(a) For the purpose of the operation of NBN Co's telecommunications facility, network and service, the Landlord will permit NBN Co to:

(i) install, erect, construct, dismantle, maintain, repair, replace, vary, add and use above or below ground cabling to and from the Premises and any other installations of NBN Co and to connect to adjoining roads or services; and

(ii) where necessary to construct supports for that cabling,

on the Land.

(b) When exercising its rights under this clause, NBN Co must:

(i) not cause any lasting material damage to the Land or material interference with the Landlord; and

(ii) restore the surface of the Land as so used as nearly as practicably possible to its state prior to use by NBN Co to the reasonable satisfaction of the Landlord.

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 NBN Co may run such above or below ground cabling, wiring, conduit, earthing straps, cable trays 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 NBN Co must not cause any material damage to the Land or material interference with the Landlord.

5.6 Consents

(a) The Landlord hereby irrevocably consents to NBN Co making, at its cost, 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 consents to NBN Co exercising and procuring (at its cost) every right and appeal arising from the determination of any such application or the failure to determine the application.

(b) The Landlord must sign all documentation and do all such things as NBN Co or any person nominated by NBN Co reasonably requires (at NBN Co's cost) 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.

6 Access to the Premises

6.1 Access

(a) The Landlord consents to NBN Co and persons authorised by NBN Co without the need for prior approval and with or without materials, equipment, plant and other apparatus and vehicles entering the Land or Adjoining Land (including any access track referred to in clause 6.1(b)) for the purpose of using the Premises and installations of NBN Co under this Lease and exercising its rights under the Lease at all times of the day and night during the Term.

(b) The Landlord consents to NBN Co:

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NBN Co under this Lease before the consideration payable for that supply is due and NBN Co need not pay the GST Amount for a particular taxable supply until such time as the Landlord has issued a tax invoice to NBN Co for that supply.

4.5 EFT payments

NBN Co may pay the Rent by Electronic Funds Transfer (**EFT**) to the account nominated in Item 6. The Landlord may notify another account in Australia to which payments may be made by EFT to replace the account previously nominated. The notification must be served at least 30 days prior to the date for payment of Rent. Payment by EFT by NBN Co's banker to the relevant nominated account by the due date is a full discharge for the payment.

4.6 Pro rata refund of Rent

In the event of termination of the Lease pursuant to clause 10.2 or 10.3 the Landlord must forthwith refund to NBN Co prepaid Rent on a pro rata basis.

4.7 Gross Rent

The Landlord acknowledges the Rent is a 'gross' rent and is inclusive of all rates, taxes (excluding GST), statutory and building outgoings.

5 Use

5.1 Permitted use

NBN Co will use the Premises for the purpose of constructing, maintaining and operating a telecommunications facility, network and service and such use includes any use allowed under the Act and may do all such things as may be necessary or convenient for this purpose. NBN Co may at any time during the Term install, remove, modify, vary, maintain, use and operate on the Premises such Equipment as is necessary for the use permitted by this Lease now and in the future.

5.2 Adjacent Land

(a) The Landlord grants to NBN Co the right to use so much of the Land and Adjoining Land which is adjoining and adjacent to the Premises or any installation of NBN Co as is reasonably required during installation, erection, construction, dismantling, repair, replacement, variation, renewal and maintenance of the telecommunications facility, network and service. After using the Land or Adjoining Land for such use, NBN Co will restore the surface of any part of the Land or Adjoining Land as so used as near as practicably possible to its state prior to such use by NBN Co to the reasonable satisfaction of the Landlord.

(b) The Landlord grants to NBN Co the right to undertake landscaping and/or plant or remove any vegetation on so much of the Land and Adjoining Land as is required by NBN Co to comply with any requirements, notices or orders of any Government Agency or as is otherwise reasonably required by NBN Co. NBN Co will be responsible for the maintenance and upkeep of any such landscaping or vegetation only to the extent required by the relevant Government Agency.

5.3 Requirements of Government Agencies

NBN Co must comply promptly with any applicable Statute in respect of NBN Co'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. NBN Co is not liable for structural alterations to any of the Landlord's fixtures or facilities

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(b) The first Rent payment will be:

(i) for the part year commencing on the First Payment Date and ending on the day prior to the anniversary of the Date of Commencement following the First Payment Date; and

(ii) made within 30 days after the First Payment Date.

(c) For the avoidance of doubt, no Rent will be payable in respect to the period commencing on the Date of Commencement and ending on the day prior to the First Payment Date.

(d) The second and each subsequent Rent payment will be made on each anniversary of the Date of Commencement after the First Payment Date.

(e) If an instalment of Rent is for a period of less than one year, the instalment for that period is apportioned on a daily rate for the relevant lease year.

4.3 Rent Reviews

The Rent will be increased by 2.5% on each anniversary of the Date of Commencement.

4.4 GST

(a) Unless stated to the contrary, all payments to be made by NBN Co under the Lease (including but not limited to Rent) are calculated without regard to GST. If a payment by NBN Co to the Landlord under the Lease is consideration for a supply by the Landlord under the Lease on which the Landlord must pay GST, NBN Co must also pay the Landlord an additional amount equal to the GST payable (**GST Amount**) by the Landlord on that supply.

(b) Subject to clause 4.4(d), NBN Co will issue recipient created tax invoices (**RCTIs**) for the taxable supplies made by the Landlord to NBN Co under this Lease. For the purpose of NBN Co issuing RCTIs the parties agree:

(i) NBN Co may, to the extent it is legally entitled to do so, issue a single RCTI for more than one rental period;

(ii) The Landlord will not issue a tax invoice in respect of any supply it makes to NBN Co under this Lease;

(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.

(c) 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.

(d) If NBN Co notifies the Landlord in writing that NBN Co will no longer issue RCTIs then:

(i) clause 4.4(b) will not apply from the date specified in the notification until NBN Co withdraws the notification by a further notice to the Landlord; and

(ii) during the period specified in clause 4.4(d)(i), the Landlord must issue a tax invoice to NBN Co for any taxable supply made by the Landlord to

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any of its powers or functions are transferred to any other entity body or group refer respectively to any such entity body or group established or constituted in lieu thereof or succeeding to similar power or functions.

1.3 Third parties

Any covenant (whether express or implied) by a party to this Lease not to do or omit any act or thing shall be deemed to extend to an obligation not to permit any third party to do or to omit the same.

1.4 Special Conditions

The parties acknowledge and agree that the Special Conditions take precedence over the General Conditions to the extent of any inconsistency between the Special Conditions and the General Conditions.

2 Implied covenants and powers

2.1 Exclusion of implied covenants

The obligations and powers implied in the Lease by sections 80 and 82 of the *Property Law Act 1969* (WA) and sections 92 and 93 of the *Transfer of Land Act 1893* (WA) 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 and which are applicable to NBN Co.

2.3 Contravention of Statute - severance

If any provision of the Lease or its application to any party or in any circumstances is or becomes void, voidable, unenforceable or invalid because of any Statute or otherwise, such provision 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 NBN Co occupies the Premises after the Date of Expiration (other than pursuant to the grant of a further lease) NBN Co 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. Either party may terminate the yearly tenancy by giving not less than 12 months' notice to the other party expiring on any day.

4 Payment

4.1 NBN Co's Covenant

NBN Co must pay the Rent to the Landlord during the Term.

4.2 Payment of Rent

(a) Subject to clauses 4.2(b) and 4.2(c), the Rent will be paid annually in advance to the Landlord or to any other person the Landlord notifies to NBN Co. Any notification must be served at least 30 days prior to the date for payment of Rent.

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

Premises means the premises described in Item 1.

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

Rent means the amount stated in Item 5.

Reputable Insurer means an insurer who is:

(a) a reputable APRA authorised insurer(s); or

(b) APRA exempt and maintains a Standard & Poor's rating of A minus or higher (or an equivalent rating agency rating).

Special Conditions means the special conditions in Item 9.

Statute means any statute, regulation, proclamation, ordinance, by-law, code or determination of the Commonwealth of Australia or the Jurisdiction and includes all statutes, regulations, proclamations, ordinances, by-laws, codes or determinations varying, consolidating or replacing them and all regulations, proclamations, ordinances, by-laws, codes and determinations 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 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, 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) month means a calendar month;

(j) a covenant or agreement on the part of two or more persons binds them jointly and severally;

(k) "includes" in any form is not a word of limitation;

(l) any parties, persons, facts, events or documents alternatively or collectively shall be construed as a reference to all of them and to each and any one or more of them; and

(m) any organisations, associations, societies, groups or bodies shall in the event that any of them ceases to exist or is reconstituted renamed or replaced or that

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General Conditions

1 Defined terms & interpretation

1.1 Defined terms

In this Lease:

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

Adjoining Land means any land owned by the Landlord which adjoins the Land.

APRA means Australian Prudential Regulation Authority.

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

Carrier has the meaning given to it in the Act.

Code means the *Telecommunications Code of Practice 1997*.

Date of Commencement means the date stated in Item 2.

Date of Expiration means the date stated in Item 3.

Determination means the *Telecommunications (Low Impact Facilities) Determination 1997*.

Equipment means those items of plant and/or equipment brought onto the Land by NBN Co for the use permitted by this Lease.

First Payment Date means the date stated in Item 7.

General Conditions means the part of this Lease described as General Conditions.

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 in respect of a supply under the Lease.

Information Table means the part of this Lease described as Information Table.

Item means an item in the Information Table.

Jurisdiction means the state or territory of the Commonwealth of Australia in which the Land is situated.

Land means the land described in the Certificate of Title (or title reference) referred to on the front page of the Lease.

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

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

Lease means the lease or tenancy that exists between the Landlord and NBN Co 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.

NBN Co means the lessee described on the front page of the Lease and its successors and assigns and where the context permits, its employees, agents, invitees and contractors.

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Item 9 **Special Conditions** (clause 1.4)

1. The definition of Land in clause 1.1 is deleted and replaced with:

   "**Land** means the land described in the Certificate of Title (or title reference) referred to on the front page of the Lease, together with the land described in Certificate of Title 1950 Folio 409."

2. Clause 14.1 is deleted and replaced with:

   "14.1 **NBN Co to pay costs and disbursements**

   (a) NBN Co must pay all registration fees in relation to this Lease. Subject to clause 14.1(b), each party is responsible for its own legal and other costs, charges and expenses in relation to the preparation, negotiation, completion and registration of the Lease.

   (b) NBN Co will reimburse, subject to clause 14.1(c) the Landlord's reasonable costs of obtaining its mortgagee's or chargee's consent to this Lease and all Consecutive Leases, up to an aggregate maximum of $500.00 (excluding GST).

   (c) NBN Co's contributions listed in clause 14.1(b) are payable within 21 days after that date on which NBN Co has received all of the following:

   (i) in circumstances where NBN Co will not issue RCTI's in accordance with clause 4.4(b), a valid tax invoice from the Landlord in respect of the contributions listed in clause 14.1(b);

   (ii) supporting evidence of the costs incurred by the Landlord;

   (iii) NBN Co's original copy of the registered Lease; and

   (iv) the mortgagee's and/or chargee's consent to the Lease (as applicable)."

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Item 7 **First Payment Date**

The date NBN Co substantially commences construction work to install the Equipment on the Premises (excluding placement of survey pegs or delivery of materials and the Equipment).

Item 8 **Contact Person** (clause 6.2)

Contact person for all Rent and payment matters:

Landlord:	Carl Planke
Telephone:	0418 953 120
Facsimile:	N/A
NBN Co:	NBN Co Accounts Payable
Telephone:	02 9927 4151
Address:	100 Arthur Street, North Sydney, New South Wales 2060
Email:	accountspayable@nbnco.com.au

Contact person for non-legal matters relating to access and Equipment:

Landlord:	Carl Planke
Telephone:	0418 953 120
Facsimile:	N/A
NBN Co:	NBN Co Network Operations Support
Telephone:	1800 626 762 (option 5)

Contact person for all other non-legal matters relating to this Lease:

Landlord:	Carl Planke
Telephone:	0418 953 120
Facsimile:	N/A
NBN Co:	NBN Co Commercial Network Manager
Email:	wirelessservices@nbnco.com.au

Contact person for all legal matters relating to this Lease:

Landlord:	Carl Planke
Telephone:	0418 953 120
Facsimile:	N/A
NBN Co:	Chief Legal Counsel
Facsimile:	02 9926 1901

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Annexure A

Information Table

Parties Notice Details

Name	Carl Peter Planke	
ABN	42 089 288 231	
Short form name	Landlord	
Notice details	Address:	1470 Harper Road, Wooroloo, Western Australia 6558
	Telephone:	0418 953 120
	Facsimile:	N/A
	Attention:	Carl Planke
Name	NBN Co Limited	
ACN	136 533 741	
Short form name	NBN Co	
Notice details	Address:	Level 11, 100 Arthur Street, North Sydney, New South Wales 2060
	Facsimile:	02 9926 1901
	Attention:	Chief Legal Counsel

Items

Item 1	**Premises** (clause 1.1)
	That PART of Lot 7681 on Plan 121764 shown hachured on the plan in Annexure B being PART of the property known as Lot 7681 Harper Road, Wooroloo, Western Australia 6558 described in Certificate of Title Volume 2071 Folio 159.
	Site name: Wooroloo East
	Site number: NBN-6PEZ-6BKH-5105
Item 2	**Date of Commencement** (clause 1.1)
	19 December 2016
Item 3	**Date of Expiration** (clause 1.1)
	18 December 2036
Item 4	**Term** (clause 1.1)
	20 Years
Item 5	**Rent** (clause 1.1)
	$11,000.00 per annum payable from the First Payment Date.
Item 6	**Nominated Account for payment of Rent** (clause 4.5)
	As notified by the Landlord in writing to NBN Co from time to time.

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

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FORM L1

WESTERN AUSTRALIA
TRANSFER OF LAND ACT 1893 AS AMENDED

LEASE

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
That PART of Lot 7681 on Plan 121764 shown hachured on the plan in Annexure B being PART of the property known as Lot 7681 Harper Road, Wooroloo, Western Australia 6558 described in Certificate of Title Volume 2071 Folio 159.	PART	2071	159

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS (Note 2)

M998429 Mortgage to Bank of Queensland Ltd

ESTATE AND INTEREST

FEE SIMPLE

LESSOR (Note 3)

Carl Peter Planke of 1470 Harper Road, Wooroloo, Western Australia 6558

LESSEE (Note 4)

NBN Co Limited (ACN 136 533 741) of Level 11, 100 Arthur Street, North Sydney, New South Wales, 2060

TERM OF LEASE (Note 5)

20 Years

Commencing from the Nineteenth day of December Year 2016

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

for the above term for the clear yearly rental of (Note 7) $11,000.00
payable (Note 8) per annum
from the payment date

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

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Bank of Queensland Limited
ABN 32 009 656 740
GPO Box 898, Brisbane 4001
www.boq.com.au

7 September 2016

Mortgagee's (Bank of Queensland Limited ACN 009 656 740) Consent to Lease

Bank of Queensland Limited ACN 009 656 740 ("**Bank**") consents to the lease of that PART of Lot 7681 on Deposited Plan 121764 shown hachured on the plan in Annexure B being PART of the property known as Lot 7681 Harper Road, Wooroloo, WA 6558 described in Certificate of Title Volume 2071 Folio 159 between Carl Peter Planke of 1470 Harper Road, Wooroloo, WA 6558 ("**Lessor**") and NBN Co Limited ACN 136 533 741 of Level 11, 100 Arthur Street, North Sydney NSW 2060 ("**Lessee**") dated 19 December 2016 for a term of Twenty (20) years.

This consent is given without prejudice to the Bank's rights under the mortgage M998429. The Bank is not liable to the Lessee for the observance of the Lessor's covenants under the Lease merely because the Bank consents to the Lease. The Lessor and Lessee may not terminate, extend, hold over or vary the Lease without the Bank's consent.

SIGNED by

Daniel Dunne

.....

SENIOR OFFICER

of **HEWLETT-PACKARD AUSTRALIA PTY LTD ABN 74 004 394 763** as attorney for **BANK OF QUEENSLAND LIMITED ABN 32 009 656 740** under registered power of attorney number L935297 in the presence of:

.....

Signature of witness

Julia Homer

.....

Name of witness (block letters)

EV000286075 LTR

.....

By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney

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GOVERNMENT OF WESTERN AUSTRALIA

Landgate

Requisition Notice

Section 192 of the Transfer of Land Act

Your Ref: LOT 7681 ON DEPOSITED PLAN 121764 - LEASE
Our Ref: N442180
Enquiries: Customer Service
Telephone: 9273 7373
Facsimile: 9273 7124

2 November 2016

REQUISITION - INFOTRACK

Facsimile: 93182816
Email:
Delivered by: Fax

Dear Sir/Madam

Requisition Notice

Registration of the document(s) referenced cannot be affected until all requisitions listed below are complied with and the fee payable is received. A time limit of **21 days** applies from the date stated above after which all documents may be rejected.

Personal attendance to make corrections to a requisitioned document should be made at Landgate, Midland Square. Please arrange an appointment using the contact details shown above.

Doc. No	Description	Req. Fee
N442180	Where a certificate of title is encumbered by a registered mortgage or charge and no duplicate certificate of title has issued by request of the registered proprietor, a "letter of consent to subsequent lodgement" is required from the first mortgagee. (See paragraphs 1.2.2.3 of the Land Titles Registration Practice Manual).	82.90

Requisition Sub Total $	82.90
Additional Fee $	0
TOTAL FEE Payable $	82.90

Sincerely,

JEAN VILLANI
REGISTRAR OF TITLES

Requisitions may be attended to by:

1. Directly using the contact details provided above.
2. The lodging of evidence (by hand) at Landgate's Perth Business Office, QBE Building, 200 St. Georges Terrace, Perth.
3. Post to Landgate, Location Data Services, P O Box 2222, Midland WA 6936.
4. **For further information regarding this requisition notice please liaise with the *Contact Person* as shown above.**

Correspondence by representatives of parties to documents **must state** the capacity in which they act and confirm that they are duly authorised to do so. Amendment by letter is at the discretion of the Registrar of Titles. Unless these requisitions are complied with, the documents will be rejected. Documents may be withdrawn from registration, for which a withdrawal fee of $82.90 per document is payable. Registration fees returnable in full or in part will be set-off against requisition and withdrawal fees. See payment options on page 2.
*Proof of payment to be provided at time requisition satisfied by copy of receipted assessment or provision of credit card payment authority.

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PAYMENT OPTIONS (Fax Requisition)

IN PERSON: **Customer Service Hall, Midland Square, Midland.**
or
Perth Branch Office, QBE Building,
200 St Georges Terrace, Perth.

BY POST: **PO Box 2222, Midland WA 6936 or DX 88**
(Cheques or money orders to be made payable to Landgate.)

BY FAX: **9273 7124**

DEALING NO: N442180 **CONTACT PERSON: Customer Service**

YOUR REFERENCE: LOT 7681 ON DEPOSITED PLAN 121764 - LEASE

COMPLETE THIS SECTION IF PAYING BY EBIS ACCOUNT (BY FAX ONLY)

Western Australian Land Information Authority Office Use Only

Order No: _____

EBIS Account Number

EBIS Company Name: .....

Amount: **Fax Requisition Fee $**_____ **Additional Fees $**_____ **Total $**_____

I hereby authorise the Western Australian Land Information Authority to debit the above EBIS account: .....
(Signature of person authorising payment)

Name of person authorising payment: .....
(Please Print Name)

Contact Phone No: .....

OR COMPLETE THIS SECTION IF PAYING BY CREDIT CARD

Credit Card Number

Card Holder Name: .....
(Please Print)

Contact Phone No .....

Postal Address: .....

Credit Card Type (Please tick):

Visa ☐ **MasterCard** ☐

Expiry Date: **...../..... (MM/YY)**

Amount: **Fax Requisition Fee $**_____ **Additional Fees $**_____ **Total $**_____

Signature: .....

Bank of Queensland Limited
ABN 32 009 656 740
GPO Box 898, Brisbane 4001
www.boq.com.au

8 November 2016

Mortgagee's (Bank of Queensland Limited ACN 009 656 740) Consent to Subsequent Lodgement

(Replacing production of CT for non-issued CT dealings)

Bank of Queensland Limited ACN 009 656 740 ("**Bank**") as Registered Mortgagee under Mortgage M998429 consents to the lease of that PART of Lot 7681 on Deposited Plan 121764 shown hachured on the plan in Annexure B being PART of the property known as Lot 7681 Harper Road, Wooroloo, WA 6558 described in Certificate of Title Volume 2071 Folio 159 between Carl Peter Planke of 1470 Harper Road, Wooroloo, WA 6558 ("**Lessor**") and NBN Co Limited ACN 136 533 741 of Level 11, 100 Arthur Street, North Sydney NSW 2060 ("**Lessee**") dated 19 December 2016 for a term of Twenty (20) years.

Lodged by InfoTrack as agents for Cornwall Stodart

This consent is given without prejudice to the Bank's rights under the mortgage M998429. The Bank is not liable to the Lessee for the observance of the Lessor's covenants under the Lease merely because the Bank consents to the Lease. The Lessor and Lessee may not terminate, extend, hold over or vary the Lease without the Bank's consent.

Bank of Queensland Limited ACN 009 656 740, requests that, in accordance with the request by the Registered Proprietor to the Registrar of Titles in the above mortgage, NO duplicate Certificate of Title be issued at the conclusion of this transaction.

SIGNED by

Daniel Dunne

.....

SENIOR OFFICER

of **HEWLETT-PACKARD AUSTRALIA PTY LTD ABN 74 004 394 763** as attorney for **BANK OF QUEENSLAND LIMITED ABN 32 009 656 740** under registered power of attorney number L935297 in the presence of:

.....

Signature of witness

Julia Horner

.....

Name of witness (block letters)

.....

By executing this agreement the attorney states that the attorney has received no notice of revocation of the power of attorney

EV000320288 LTR

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