

LEASE

DESCRIPTION OF LAND (Note 1)

That PART of Lot 15 on Deposited Plan 222933 shown hatched on the plan in Annexure A being PART of the property known as "Nungarin" 26 Railway Avenue, Nungarin WA 6490 described in Certificate of Title Volume 2037 Folio 932.

FOLIO 932	VOLUME 2037	EXTENT PART
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LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS (Note 2)

B548505

ESTATE AND INTEREST

FEE SIMPLE

LESSOR (Note 3)

Shire of Nungarin of 26 Railway Avenue, Nungarin WA 6490

LESSEE (Note 4)

Amptiel Pty Ltd ACN 648 133 073 c/- JLL, 242 Exhibition Street MELBOURNE VIC 3000

TERM OF LEASE (Note 5)

Twenty (20) Years

Commencing from the 1 day of November 2022

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) \$1,00 payable (Note 8) yearly in advance, on demand

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.

12.7 IN 24/564684E0



LAND LEASE

(Western Australia)

Property: "Nungarin" 26 Railway Avenue,
Nungarin WA 6490

Shire of Nungarin
ABN \sqrt TBC \sqrt

Amplitel Pty Ltd
ACN 648 133 073

Item 13 Not Applicable

- Each of the following dates:
- (a) the date that is 15 years before the Terminating Date;
 - (b) the date that is 10 years before the Terminating Date; and
 - (c) the date that is 5 years before the Terminating Date.

Item 12 Break Dates

Permitted Mortgage means the mortgagee from time to time under a Permitted Mortgage.

Permitted Use means the use specified in Item 10.

Premises means the premises leased to the Lessee as described in Item 3.

PPS Security Interest means a security interest that is subject to the *Personal Property Securities Act 2009* (Cth).

Reference Schedule means the Reference Schedule to this Lease.

Related Body Corporate means a related body corporate or a body corporate of which the Lessee is either an associated entity or a related body corporate of an associated entity, as each of those terms are defined in the *Corporations Act 2001* (Cth).

Rent means the amount specified in Item 8.

Requirements means applicable legislation, by-laws, policies, community obligations and technical requirements.

Security Interest means:

(a) a PPS Security Interest;

(b) any other mortgage, pledge, lien or charge; or

(c) any other interest or arrangement of any kind that in substance secures the payment of money or the performance of an obligation or that gives a creditor priority over unsecured creditors in relation to any property.

State means the State or Territory of Australia in which the Premises is situated.

Term means the term of this Lease as specified in Item 5 which begins on the

Commencement Date and ends on the Terminating Date.

Terminating Date means the date specified in Item 7, except where this Lease is terminated early in which case the date of earlier termination is the Terminating Date.

1.2

Rules for interpreting this Lease

Unless the context otherwise requires:

(a) A singular word includes the plural, and vice versa.

(b) If a word is defined, another part of speech using contextual variations of that word has a corresponding meaning.

(c) Words of inclusion or example are not words of limitation.

(d) Headings are for convenience only, and do not affect interpretation.

(e) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Lease.

- (a) The Lessee may only use the Premises for the Permitted Use.
- (b) The Lessor grants a licence to the Lessee, its subtenants and licensees to use so much of the Land adjacent to or adjoining the Facility as is reasonably required for the Permitted Use. After using the adjacent or adjoining Land, the Lessee must restore the surface to that part of the Land used to as near as practicably possible its state prior to use by the Lessee, its subtenants and licensees.
- (c) The Lessee is not required to carry out any capital or structural works to the Land unless such works are required by the Lessee for the installation or maintenance of the Facility or the works are as a result of the Lessee's negligence or a breach of this Lease.
- (d) The Lessee, its subtenants and licensees may install signage around the Premises and the Facility for the purposes of complying with applicable laws.
- (e) The Lessor grants to the Lessee, its subtenants and licensees the right to use so much of the adjoining or adjacent Land as is reasonably required for the purpose of installing and maintaining guy anchors (if needed) to support the Lessee's structure

4.1 Use of Premises and Land

4. USE

The Lessee will contribute up to \$1,500.00 (plus any GST) towards the Lessor's reasonable legal fees for the preparation, negotiation and execution of this Lease. If stamp duty or registration fees are payable on this Lease, the Lessee will pay the applicable stamp duty or registration fees.

3.3 Costs of Lease

The Rent is a gross amount and the Lessee is not required to pay any rates, taxes or outgoings which are charged to, assessed against or relate to the Land (including the Premises). The Lessor must pay all rates, taxes and outgoings on or before the payment date pay. The Lessor must pay all rates, taxes and outgoings on or before the payment date which are charged to, assessed against or relate to the Land (including the Premises), subject to charges (if any) which this Lease expressly requires the Lessee to pay.

3.2 Rates and taxes

(a) The Lessee must pay the Rent in accordance with Item 9 to an account in Australia nominated by the Lessor. The Lessor may nominate another account in Australia into which the Rent must be paid upon giving at least 20 Business Days' notice to the Lessee.

3.1 Rent

3. PAYMENTS

The Lessee may terminate this Lease on any of the Break Dates by giving the Lessor no less than 3 months' notice in advance.

2.3 Break Rights

at the same Rent payable immediately prior to the Terminating Date and otherwise on the same terms as this Lease, so far as they can be applied to a yearly tenancy. Either party may terminate the yearly tenancy by giving no less than 1 year's notice to the other party.

- (f) The Lessor agrees that the electricity supplier may enter the Land from the Commencement Date for the purposes of installing, repairing, maintaining, upgrading, replacing and removing any electricity infrastructure.
- 6. ACCESS
- 6.1 Access
- The Lessor grants a licence to the Lessee, its subtenants and licensees over the Land to have access to and from the Premises and the Facility at all times.
- 6.2 Security
- (a) Subject to clause 6.2(b), the Lessee will comply with reasonable security arrangements and access protocols as previously notified to it by the Lessor. The Lessor will notify the Lessee of the Lessor's contact person for security purposes (including name, postal address, email address and phone number).
- (b) Where the Lessee does not have independent access to the Land, Premises and the Facility and there is an Emergency, the Lessor must arrange for the Lessee, its subtenants and licensees to have access to the Land, Premises and the Facility within 2 hours of notification by the Lessee to the Lessor or the Lessor's contact person nominated under clause 6.2(a). The Lessee may give this notice in person or by telephone.
- (c) The Lessee will reimburse to the Lessor the reasonable security expenses incurred by the Lessor in providing access during an Emergency within 20 Business Days of receipt of a tax invoice from the Lessor.
- 6.3 Access track and/or power connection
- If the Lessee installs at its cost any access track or power connection, then any other person (except the Lessor) who wishes to utilise the access track or power connection must share in the cost of any upgrade and maintenance of the access track or power connection as apportioned by the Lessee (in consultation with the Lessor acting reasonably), taking into account the extent of the use of the access track or the power connection by other users.
- 7. ASSIGNMENT AND SUBLETING
- (a) The Lessee must not assign this Lease or sublet the whole of the Premises without the consent of the Lessor, except to:
 - (i) a Related Body Corporate of the Lessee;
 - (ii) a Carrier; or
 - (iii) any entity (or a Related Body Corporate of that entity) that is acquiring the Network,
- in which case the consent of the Lessor is not required to the assignment or sublease.
- (b) The Lessee may grant a sublease of part of the Premises or a licence of the whole Premises or any part of the Premises.

9. LESSOR'S COVENANTS	9.1	Quiet Enjoyment
	9.2	Condition of Land
	9.3	No Damage
	9.4	Safety and Security Procedures
	9.5	Other Occupiers
	9.6	Consents
	9.7	Contamination
	9.8	Events Affecting Land

The Lessee is entitled to quiet enjoyment of the Premises and to undertake the Permitted Use without any interruption by the Lessor or any person lawfully claiming through the Lessor or in any other manner.

The Lessor must repair, maintain and keep in good and substantial repair that part of the Land required for the Permitted Use (including all fixtures and fittings of the Lessor, if any), subject always to the obligations of the Lessee under this Lease.

9.2 Condition of Land

The Lessor must repair, maintain and keep in good and substantial repair that part of the Land required for the Permitted Use (including all fixtures and fittings of the Lessor, if any), subject always to the obligations of the Lessee under this Lease.

9.3 No Damage

The Lessor must not damage, tamper with or interfere with the Facility or its operation.

9.4 Safety and Security Procedures

The Lessor must comply with the Lessee's safety and security procedures and signage in respect of the Premises and the Facility.

9.5 Other Occupiers

(a) Where the Lessor proposes to grant rights of occupancy on the Land to other occupiers and those rights include the right to operate radio communications and/or telecommunications equipment on the Land, then the Lessor must first promptly give notice and obtain the Lessee's consent to the proposal (such consent not to be unreasonably withheld).

(b) If the Lessee establishes that changes to another occupier's facility (after the initial installation of the facility by the other occupier) has caused interference with the Facility, the Lessor must, immediately upon receipt of notice from the Lessee, arrange for the other occupier to modify its facility so that it no longer interferes with the Facility.

9.6 Consents

If the Land is subject to a mortgage, the Lessor must obtain consent to this Lease from the mortgagee and the Lessee must pay the mortgagee's reasonable consent costs.

9.7 Contamination

The Lessor warrants to the best of its knowledge that, as at the Commencement Date, the Premises do not contain contamination or substances hazardous to health or safety.

9.8 Events Affecting Land

(a) The Lessor must promptly notify the Lessee if:

- (i) the Lessor sells or otherwise disposes of its interest in the Land;
- (ii) the Lessor is aware of a proposal for development occurring on adjoining land;

10. DEFAULT AND TERMINATION

10.1 Default and Re-entry

- (a) If the Lessee fails to perform its obligations under this Lease and the Lessee does not, within 20 Business Days in the case of non-payment of Rent and 40 Business Days in the case of all other breaches from the date of receipt of notice from the Lessor, either remedy the default or if the default cannot be remedied, pay reasonable compensation to the Lessor for the loss or damage suffered by the Lessor as a consequence of the default, then the Lessor may re-enter upon the Premises.
- (b) This Lease determines on the Lessor's re-entry but without prejudice to any prior claim or remedy which either party may have against the other party.

10.2 Early surrender

- (a) Before the Facility is initially installed, the Lessee may surrender this Lease by giving the Lessor no less than 20 Business Days' notice where the Lessee or its subtenants or licensees are unable to comply with or satisfy any Requirements.
- (b) Despite any other provision of this Lease, if the Permitted Use is compromised (including physical or radio interference), the Premises are no longer required, the communications network of any of the Lessee's subtenants or licensees ceases to operate or the Lessee's subtenants or licensees vacate then the Lessee may surrender this Lease on giving to the Lessor no less than 6 months' notice at any time.
- (c) If the Lessee exercises its right to surrender this Lease under clauses 10.2(a) or 10.2(b), the Lessee must, at its cost, reinstate the Premises in accordance with clause 10.3 and the surrender of this Lease is without prejudice to any prior claim or remedy which either party may have against the other.
- (d) If this Lease is surrendered or terminated by the Lessee prior to the Terminating Date pursuant to clause 9.8(c)(ii) or this clause 10.2, the Lessor must, within 20 Business Days of the date of surrender, refund to the Lessee any Rent paid in advance for that portion of the Term after the date of surrender or termination (as the case may be).

10.3 Reinstatement and Make Good

- (a) Within 4 months after the Terminating Date, the Lessee will remove that part of the Facility located above ground level and repair at its cost any damage to the Land or Premises caused by that removal. The Lessee will continue to pay Rent to the Lessor during this 4 month period (or any lesser period of time as the Lessee requires to meet its obligations under this clause 10.3) at the same rate of Rent (on a pro-rata basis) payable immediately before the Terminating Date.

11. GST

11.1 Recovery of GST

If one party (**supplying party**) makes a taxable supply and the consideration for that supply does not expressly include GST, the party that is liable to provide the GST-

- (a) The parties acknowledge and agree that:
 - (i) where the Lessee is a responsible entity or trustee of a trust, the Lessee enters into this Lease in that capacity and is bound by this Lease only in that capacity; and in no other capacity;
 - (ii) the recourse of the Lessor to the Lessee in respect of any obligations and liabilities of the Lessee under or in connection with this Lease (whether that liability arises under a specific provision of this Lease, for breach of contract, tort (including negligence) or otherwise) is limited to the extent to which the liability can be satisfied out of the assets of the trust out of which the Lessee is actually indemnified in respect of such obligations and liabilities;
 - (iii) the parties may not sue the Lessee in any capacity other than as responsible entity or trustee of the trust, including the appointment of a receiver (except in relation to property of the Lessee), a liquidator, an administrator or any similar person to the Lessee or prove in any liquidation, administration or arrangement of or affecting the Lessee (except in relation to property of the Lessee); and

12.1 Lessee as trustee

12. WARRANTIES

- (a) terms used that are defined in the *A New Tax System (Goods and Services Tax Act 1999 (Cth)) (GST Act)* have the meaning given in that Act, unless the context makes it clear that a different meaning is intended;
- (b) consideration includes non-monetary consideration, in respect of which the parties must agree on a market value, acting reasonably;
- (c) in addition to the meaning given in the GST Act, the term "GST" includes a notional liability for GST; and
- (d) each periodic or progressive component of a supply to which section 156-5(1) of the GST Act applies will be treated as if it were a separate supply.

11.9 GST definitions

In this Lease:

- (c) the Lessee is registered for GST purposes. The Lessee must notify the Lessor if the Lessee ceases to be registered for GST purposes or ceases to satisfy the requirements for issuing recipient created tax invoices as set out in the GST legislation or as determined by the Commissioner of Taxation from time to time;
- (d) the Lessor is registered for GST purposes and has notified the Lessee of its ABN. The Lessor must notify the Lessee if the Lessor ceases to be registered for GST purposes or if it intends selling its business or otherwise ceases to be entitled to enter into a recipient created tax invoice arrangement; and
- (e) the Lessee must issue the recipient created tax invoice to the Lessor and must retain a copy. The Lessee must issue the recipient created tax invoice within 28 days from the date the value of the relevant supply is determined.

- 13.2 **Notices**
- (a) Subject to clause 13.2(b), a notice, consent or other communication under this Lease is only valid if it is in writing and addressed to the recipient (as per the address in the Reference Schedule, or as notified to the other party in writing from time to time) and either delivered by hand or sent by pre-paid mail (by airmail, if the recipient is overseas) to the recipient's address or sent by email to the recipient's email address or email addresses.
 - (b) Notice may be given orally where expressly permitted by this Lease. A notice given orally is deemed to be received at the time it is given.
 - (c) A notice is deemed received by email on the day of sending.
 - (d) Any notice sent by mail is deemed to have been received within 7 Business Days after posting to a location within Australia or 10 Business Days after posting to a location outside Australia.
 - (e) Any notice delivered by hand is deemed to have been received at the time it is given.
- 13.3 **Not Applicable**
14. **RIGHT OF FIRST REFUSAL**
- 14.1 **Application of clause 14**
- This clause 14 does not apply to any sale or transfer of the Lessor's interest in the Land to a relative or related entity of the Lessor, either by way of will, intergenerational transfer or otherwise.
- 14.2 **Lessor cannot sell or transfer Land**
- During the Term (including any holding over period), the Lessor must not sell or transfer its interest in the Land to any other person unless the Lessor complies with this clause 14.
- 14.3 **Lessor's Offer**
- If the Lessor wants to sell or transfer its interest in the Land, the Lessor agrees to give the Lessee:
- (a) a notice specifying the Lessor's intention to sell or transfer and the price (exclusive of GST) that the Lessor is prepared to sell or transfer the Land and offering to sell or transfer the Land to the Lessee on those terms; and
 - (b) a contract of sale for the Land (2 copies) which must be in the standard form of contract for the State, with particulars of sale completed (including the description of the Land, the purchase price, the deposit (being not greater than 10% of the

EXECUTED BY THE LESSOR

David Narda

Temporary Chief Executive Officer



18/06/2024

Executive Officer

This is Annexure "A" referred to in the Lease between Shire of Nungarin and Ampitel Pty Ltd

ANNEXURE A - PREMISES PLAN

Dated this 18th day of June Year 2024

LESSOR/S SIGN HERE (Note 10)

SEE PAGE 22 for signature of Lessor

David Nayda - Temporary Chief Executive Officer

Signed 

Signed 

In the presence of Bianca Stobie

LESSEE/S SIGN HERE (Note 10)

SEE PAGE 21 for signature of Lessee

Signed

In the presence of