

General Conditions

1 Defined terms & interpretation

1.1 Defined terms

In this Lease:

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

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*.

Consecutive Lease means a lease of the Premises between the Landlord and NBN Co other than this Lease, which is granted at the same time as this Lease in respect of periods either prior or subsequent to the Term.

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.

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.

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).

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 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 84, 84A and 85 of the *Conveyancing Act 1919* (NSW) are expressly excluded.

2.2 **Inclusion of implied covenants**

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



2.3 Contravention of Statute - severance

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 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 a Consecutive Lease or 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

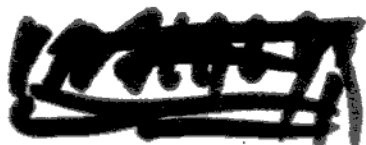
NBN Co must pay the Rent to the Landlord during the Term.

4.2 Payment of Rent

- (a) Subject to clause 4.2(b), 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.
- (b) The first Rent payment will be made on the Date of Commencement. The following Rent payments will be made annually in advance on or before the anniversary of the Date of Commencement and thereafter on the same day of each year.
- (c) 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 2.50% 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 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 stated in Item 6. 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, 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 Adjoining Land

The Landlord grants to NBN Co the right to use so much of the Land 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 adjoining and adjacent to the Premises NBN Co will restore the surface of the 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.

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

5.4 Cabling

For the purpose of the operation of NBN Co's telecommunications facility, network and service, the Landlord will permit NBN Co to 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 on the Land or to connect to adjoining roads or services and where necessary to construct supports for that cabling. When exercising its rights under this clause, NBN Co must:

- (a) not cause any lasting material damage to the Land or material interference with the Landlord; and
- (b) 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 authorises NBN Co to make, at NBN Co's 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 to exercise and procure (at NBN Co's 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**

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 land adjoining the Land (owned by the Landlord) 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.



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.



8 Installation

8.1 Construction and alterations

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.

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 land adjoining the Land (owned by the Landlord), the Landlord must grant an easement for electricity purposes across that part of the Land or the land adjoining the Land (owned by the Landlord) 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 permitting the relevant electricity supplier to enter the Land or the land adjoining the Land (owned by the Landlord) from the Date of Commencement to construct electricity infrastructure



and associated structures required for the purpose of the proposed Easement.

10 Termination

10.1 Termination by the Landlord

If:

- (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 by reason of the emergence of physical, radio or other interference,



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 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.

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 Consecutive Lease or 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 Consecutive Lease or 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
- (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.

10.8 Termination of consecutive leases

This Lease will terminate automatically if there exists any Consecutive Lease the commencing date of which precedes the Date of Commencement and:

- (a) NBN Co gives notice to the Landlord not later than the date which is 3 months prior to the Date of Commencement that it no longer requires the Premises; or
- (b) that Consecutive Lease is terminated for any reason.

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 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

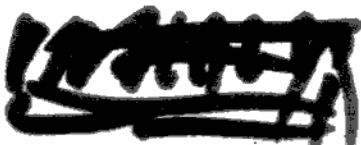
- (a) The Landlord must not sell, transfer, subdivide or otherwise deal with its interests in the Land (so far as it relates to the Premises and any areas used by NBN Co for access to or use of the Premises) unless it first procures that the transferee or other relevant person provides a deed poll in favour of NBN Co, in a form reasonably 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.
- (b) The Landlord consents to NBN Co lodging a caveat to protect its rights under this Lease. If requested by NBN Co, the Landlord must sign the caveat or other relevant form to indicate its consent.
- (c) NBN Co must consent, as caveator, to the registration of any transfer or dealing contemplated by clause 13.4(a) if the Landlord has provided NBN Co with the duly executed deed poll required under that clause.

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.

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.

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**

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 Lease or the contents of this Lease to any third party without the prior written consent of each other party unless it is compelled by law to do so.



EXECUTED as a Deed

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

Certified correct for the purposes of the *Real Property Act 1900* of the Lessee, **NBN Co Limited (ACN 136 533 741)**, by its duly authorised attorneys who signed this dealing pursuant to the Power of Attorney Book: 4635 No: 314 (and I declare that I have no notice of revocation of the said power of attorney)

Signature of Witness

Signature of Attorney

Name of Witness

Name of Attorney

Address of Witness

Position and Tier of Attorney

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

Certified correct for the purposes of the *Real Property Act 1900* of the Lessee, **NBN Co Limited (ACN 136 533 741)**, by its duly authorised attorneys who signed this dealing pursuant to the Power of Attorney Book: 4635 No: 314 (and I declare that I have no notice of revocation of the said power of attorney)

Signature of Witness

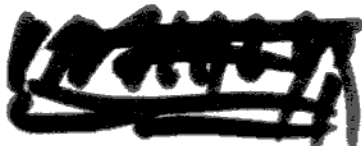
Signature of Attorney

Name of Witness

Name of Attorney

Address of Witness

Position and Tier of Attorney



Annexure B

Plan

