

Schedule 3 –Template form of Lease—Mobile Base Stations

[Drafting Note: Insert lease cover page.]

ANNEXURE A TO LEASE

LESSOR: RAIL CORPORATION NEW SOUTH WALES

LESSEE: TELSTRA CORPORATION LIMITED

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1 Definitions

1.1 In this Lease, unless the context otherwise requires:

Annual Rent means the amount specified in **Item 5A** of the Reference Schedule.

Authorisations means any approvals, consent, exemption, filing, licence, notarisatio, registration or waiver, however described, which are required by law or an Authority and any renewal or variation of any of them.

Authority includes the Commonwealth, the State, or any Federal, State or local Government Agency or administrative body or anybody exercising regulatory powers or other powers under Laws in respect of the Land, services, heritage, environment, aviation or other activities, uses or transactions contemplated by this Lease which has jurisdiction or enforceable powers in the context of the relevant clause of this Lease.

Base CPI means the Consumer Price Index (All Groups) for Sydney last published immediately prior to the date being 12 months prior to the relevant Review Date.

Business Day means any day which is not a Saturday, Sunday or Public Holiday in New South Wales.

Carrier has the same meaning as given to it in the *Telecommunications Act 1997* (Cth) and includes a person entitled to operate a telecommunications base station or network under that Act pursuant to a nominated carrier declaration.

Commencing Date means the date specified in **Item 2** of the Reference Schedule.

Construction Project has the same meaning as given to it in the WH&S Regulations and is a project that involves Construction Work where the cost of the Construction Work is \$250,000 or more.

Construction Work has the same meaning as given to it in the WH&S Regulations and means any work carried out in connection with the construction, conversion, fitting-out, renovation, refurbishment, demolition, decommissioning or dismantling of a structure but does not include any of the following:

- (a) the manufacture of plant;
- (b) the prefabrication of elements, other than at a place specifically established for the Construction Work, for use in Construction Work;
- (c) the construction or assembly of a structure that once constructed or assembled is intended to be transported to another place;
- (d) testing, maintenance, replacement or repair work of a minor nature carried out in connection with a structure;
- (e) mining or the exploration for or extraction of minerals.

Contamination has the same meaning as given to it in the *Contaminated Land Management Act 1997* (NSW).

Costs and Claims means any:

- (a) duty, liability or obligation to any person;
- (b) cost or expense;
- (c) loss or damage; and
- (d) claim, proceeding, legal demand, legal notice, legal order or other legal requirement.

Current CPI means the Consumer Price Index (All Groups) for Sydney last published immediately prior to the relevant Review Date.

Current Market Annual Rent means:

- (a) the current market rental value for the Premises as at the commencement date of each holding over period referred to in clause 17;
- (b) on the basis that the Premises are vacant and available for leasing/licensing (as the case may be) with vacant possession (as the case may be) by a willing but not anxious lessor to a willing but not anxious lessee for a term equal to the Term;
- (c) on the terms and conditions contained in this Lease;
- (d) on the basis that the Lessee's lease covenants and obligations have been fully performed;
- (e) without taking into account any improvements or fixtures erected or installed at the Lessee's expense which the Lessee is permitted or required to remove at the termination of the Lease;
- (f) having regard to the rental values of comparable premises; and
- (g) taking into account the Permitted Use, but disregarding the value to the Lessee of that use, or its continuation.

Dangerous Good has the same meaning as in the *Dangerous Goods Act 1975* (NSW).

Emergency Event means an actual or likely event or circumstance which arises and which may interfere with or threaten the use of the Premises or the Railway Premises by the Lessor for Railway Purposes and/or the continued and safe operation of the railway and Rail Infrastructure Facilities.

Equipment Cabin means the enclosed structure erected by the Lessee on the Premises to house part of its equipment generally as identified in the plan in **Annexure B**.

Funding Agreement means the funding agreement in respect of the Central Coast mobile coverage and station Wi-Fi project entered between Sydney Trains ABN 38 284 779 682 (as principal) and Telstra Corporation Limited ABN 33 051 775 556 (as contractor).

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

GST has the meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Hazardous Material means material which, because it is toxic, corrosive, flammable, explosive or infectious or because it possesses some other dangerous characteristic, is potentially dangerous to the environment when stored or handled or any part of the environment is exposed to it.

High Risk Construction Work has the same meaning given to in the WH&S Regulations and is Construction Work that:

- (a) involves a risk of a person falling more than 2 metres;
- (b) is carried out on a telecommunications tower;

- (c) involves demolition of an element of a structure that is load-bearing or otherwise related to the physical integrity of the structure;
- (d) involves, or is likely to involve, the disturbance of asbestos;
- (e) involves structural alterations or repairs that require temporary support to prevent collapse;
- (f) is carried out in or near a confined space;
- (g) is carried out in or near:
 - (i) a shaft or trench with an excavated depth greater than 1.5 metres; or
 - (ii) a tunnel;
- (h) involves the use of explosives;
- (i) is carried out on or near pressurised gas distribution mains or piping;
- (j) is carried out on or near chemical, fuel or refrigerant lines;
- (k) is carried out on or near energised electrical installations or services;
- (l) is carried out in an area that may have a contaminated or flammable atmosphere;
- (m) involves tilt-up or precast concrete;
- (n) is carried out on, in or adjacent to a road, railway, shipping lane or other traffic corridor that is in use by traffic other than pedestrians;
- (o) is carried out in an area at a workplace in which there is any movement of powered mobile plant;
- (p) is carried out in an area in which there are artificial extremes of temperature;
- (q) is carried out in or near water or other liquid that involves a risk of drowning;
- (r) involves diving work; or
- (s) involves demolition work or asbestos removal work for which a licence is required under the WH&S Regulations.

Despite the above, **High Risk Construction Work** excludes any Transmission Configuration Works within the Premises.

Independent Valuer means the valuer appointed by the President or principal officer for the time being of the New South Wales Division of the Australian Property Institute, or their nominee.

Initial Lessee's Fixtures means the first items of plant and/or equipment of the Lessee that will be installed at the Premises which are identified in the plan in **Annexure E**.

Insolvency Event means, for a person, being in liquidation or provisional liquidation or under administration, having a controller (as defined in the *Corporations Act 2001* (Cth)) or analogous person appointed to it or any of its property, being taken under section 459F(1) of the *Corporations Act 2001* (Cth) to have failed to comply with a statutory demand, being unable to pay its debts or otherwise insolvent, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs for any reason, taking any step that could result in the person becoming an insolvent under administration (as defined in section 9 of the *Corporations Act 2001* (Cth)), entering into a compromise or arrangement with, or assignment for the benefit of any of its members or creditors, or any analogous event.

Land means the land specified in **Item 1** of the Reference Schedule.

Laws means any present or future statutes, rules, regulations, proclamations, ordinances or by-laws present or future, or amendment, consolidation or replacement of them, whether federal,

state or local.

Lease means this lease, the Reference Schedule and any annexure.

Lessee's Fixtures means those items of plant and/or equipment of the Lessee, including the Initial Lessee's Fixtures (unless otherwise specified), all fixtures and fittings of the Lessee, equipment housing, masts, antennas, cables (telephone, fibre or any other type), pipes, wires, conduits, fencing, erections and other buildings and facilities constructed or to be constructed (in accordance with the terms and conditions of this Lease) by the Lessee upon the Premises and all other appliances, apparatus and things of whatsoever nature brought onto the Land by the Lessee.

Lessor's Improvements means the building or other structure on the Land upon or within which the Premises is situated.

Permitted Use means the provision of a telecommunications network and telecommunications services as is permitted by the Lessor under this Lease.

Premises means that part of the Land specified in **Item 1A** of the Reference Schedule.

Rail Corridor means all land, leased, owned or occupied by the Lessor used in relation to the operation of the railway, and includes any easements or licences or any other legal or beneficial interest in land.

Rail Infrastructure Facilities has the same meaning as in the *Transport Administration Act 1988 (NSW)* and includes rail infrastructure as that term is defined in the *Rail Safety Act 2008 (NSW)*.

Railway Legislation means the *Transport Administration Act 1988 (NSW)*, the *Rail Safety Act 2008 (NSW)* and any other legislation or regulation governing the Lessor's operations, including but not limited to the operation of railway passenger or freight services.

Railway Premises means all or any part of the Land together with all improvements from time to time on the Land owned or used by the Lessor for Railway Purposes or for any other purpose and includes but is not limited to:

- (a) the Rail Corridor;
- (b) any Rail Infrastructure Facilities;
- (c) all underground and overhead passages which join improvements on the Land to any other land; and
- (d) all plant, machinery, fittings, equipment, conveniences and amenities owned, leased or controlled by the Lessor, including but not limited to all railway track, railway stations, tunnels, civil works, associated track structures, over track structures, signalling systems, train control systems, communication systems, equipment, nodes, conduits, ducting, cable, cable support structures and other plant, equipment, buildings or facilities owned, leased or used by the Lessor.

Railway Purposes means any action or activity undertaken or required to be undertaken by the Lessor, in its absolute discretion, under the Railway Legislation for the use, control, safe operation, management, maintenance or repair of any railway infrastructure, facility or service, the Lessor's Property and the Rail Infrastructure Facilities.

Reference Schedule means the schedule which is annexed to this Lease.

Related Body Corporate means a related body corporate or an associated entity as each of those terms is used under the *Corporations Act 2001 (Cth)*.

Rental Day means the Commencing Date and each one year anniversary of the Commencing Date.

Review Date means each anniversary of the Commencing Date.

Review Factor means [REDACTED]

Services means any services provided to the Premises or the Railway Premises by a Government Agency, service provider or the Lessor (for example drainage, power, fire and emergency services, garbage, sewerage, trade waste and water) and the pipes, wires and other means of providing those services to the Premises or the Railway Premises.

SWMS means a safe work method statement that has the same meaning given to it in the WH&S Regulations which:

- (a) describes how High Risk Construction Works associated with the Permitted Use is to be carried out;
- (b) identifies the work that is High Risk Construction Work;
- (c) specifies hazards relating to the High Risk Construction Work and risks to health and safety associated with those hazards;
- (d) describes the measures to be implemented to control the risks;
- (e) describes how the control measures are to be implemented, monitored and reviewed;
- (f) is prepared taking into account all relevant matters, including:
 - (i) circumstances at the workplace that may affect the way in which the High Risk Construction Work is carried out; and
 - (ii) if the High Risk Construction Work is carried out in connection with a Construction Project – the WH&S management plan that has been prepared for the workplace; and
- (g) be set out and expressed in a way that is readily accessible and understandable to persons who use it.

Term means the term specified in **Item 4A** of the Reference Schedule.

Terminating Date means the date specified in **Item 3** of the Reference Schedule.

Third Party Operator means an entity which has entered into a commercial agreement with the Lessor to operate trains in the Rail Corridor.

Track Possession means authority granted by the Lessor to the Lessee which closes, alters the operation of, or occupy a defined portion of the Railway Corridor for a specified period of time.

Transmission Configuration Works means the repair, replacement, modification or augmentation of the Lessee's transmission components on any poles, towers or structure that it owns or occupies.

WH&S means work health and safety.

WH&S Act means the *Work Health and Safety Act 2011* (Cth).

WH&S Regulation means the *Work Health and Safety Regulations 2011* (Cth).

WH&S Management Plan has the same meaning given to it in the WH&S Regulations and means a plan which must include:

- (a) the names, positions and health and safety responsibilities of all persons at the workplace whose positions or roles involve specific health and safety responsibilities in connection with the project;
- (b) the arrangements in place, between any persons conducting a business or undertaking at the workplace where the Construction Project is being undertaken, for consultation, co-

operation and the co-ordination of activities in relation to compliance with their duties under the WH&S Act and Regulations;

- (c) the arrangements in place for managing any work health and safety incidents that occur;
- (d) any site specific health and safety rules, and the arrangements for ensuring that all persons at the workplace are informed of these rules; and
- (e) the arrangements for the collection and any assessment, monitoring and review of safe work method statements at the workplace.

1.2 Except where the context otherwise requires a reference in this Lease to:

- (a) statutes, regulations, ordinances or by-laws will be deemed for all purposes to be extended to include a reference to all statutes, regulations, ordinances or by-laws amending consolidating or replacing the same from time to time;
- (b) the singular number includes a reference to the plural number and vice versa;
- (c) a reference to *includes* or *including* means includes, without limitation or including, without limitation, respectively;
- (d) any gender includes a reference to the other genders and each of them;
- (e) any parties, persons, facts, events or documents alternatively or collectively must be construed as a reference to all of them and to each and any one or more of them;
- (f) any person (including the Lessor and the Lessee) includes the legal personal representatives, successors in title or assigns of such person as the context may require;
- (g) a company or a corporation includes a person and vice versa;
- (h) a clause number means a reference to the respective clauses of this Lease;
- (i) any organisations, associations, societies, groups or bodies will, 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 powers or functions;
- (j) a reference to the Lessee or the Lessor includes reference to each of that party's employees, officers, contractors, agents, service suppliers, licensees, invitees and those persons who are at any material time under the control of and upon the Land with the consent of that party; and
- (k) a period of days is inclusive of public holidays and weekends and a period of months is a reference to calendar months.

1.3 Marginal notes and headings where used in this Lease are only for the purpose of identification and are not to be considered in the interpretation of the provisions of this Lease.

1.4 Unless the context requires otherwise, words and phrases used in this Lease that have a specific meaning in the GST Law will have the same meaning in this Lease.

1.5 Where any party to this Lease is comprised of more than one person all and any covenants agreements conditions and obligations expressed in or implied by this Lease binds all of such persons jointly and each of them severally.

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

- 1.7 If any covenant agreement or other provision of this Lease or its application to any party or in any circumstances is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise then and in any such eventuality the remaining covenants agreements and provisions of this Lease will not be affected thereby but remains in full force and effect and is valid and enforceable to the fullest extent permitted by Law.
- 1.8 This Lease is without prejudice to any right power or (except as provided in clause 1.9) obligation of the Lessee pursuant to or arising under the *Telecommunications Act 1997* (Cth), any statute, ordinance or regulation promulgated thereunder or replacement thereof.
- 1.9 To the extent that an activity is permitted to be undertaken pursuant to this Lease, provided that the Lessee duly complies with its obligations under this Lease in relation to the carrying out of that activity, the Lessor will not require to receive notice of that activity as may otherwise have been required under Schedule 3 of the *Telecommunications Act 1997* (Cth) (unless the installation of the Lessee's Fixtures requires a development application in which case this clause 1.9 does not apply).

2 Exclusion of Statutory Provisions

- 2.1 Any covenants, powers or provisions implied in leases by statute (and in particular but without limitation sections 84, 84A, 85 and 86 of the *Conveyancing Act 1919* (NSW)) do not apply to this Lease.
- 2.2 Any present or future legislation which operates to vary obligations between the Lessee and the Lessor, except to the extent that such legislation is expressly accepted to apply to this Lease or that its exclusion is prohibited, is excluded from this Lease.

3 Permitted Use

- 3.1 The Lessor leases the Premises to the Lessee for the Term for the Permitted Use only.
- 3.2 The Lessor and the Lessee acknowledge that the Lessee will be the owner of the Lessee's Fixtures in their entirety.
- 3.3 The Lessee acknowledges and agrees:
- (a) to accept the Premises in its current condition and subject to any possible existing Contamination except that the Lessee will not be required to remedy any Contamination existing at the Premises as at the Commencing Date except to the extent that the Lessee has caused or contributed to any Contamination (including by disturbance to, or exacerbating, any existing Contamination) at the Premises; and
 - (b) that the Lessee has made its own investigations and enquiries in relation to the Premises as to its suitability for the Permitted Use.

4 Payment of Rent

- 4.1 The Lessee must pay the Annual Rent yearly in advance on or before the Rental Days.
- 4.2 The Annual Rent must be paid by electronic funds transfer from the bank account of the Lessee to an account directed by the Lessor from time to time or such other manner as the Lessor may nominate provided that written notice of any such nomination is received by the Lessee not less than 20 Business Days prior to the date upon which the Annual Rent is payable.

8 Lessor's Rights

- (a) Subject to paragraphs (b) and (c), the Lessor reserves its rights to access the Premises (including that part of the Premises which is located below ground level) together with all necessary workmen and equipment at all reasonable times, if it gives the Lessee reasonable notice, to:
- (i) determine the condition of the Premises or whether the Lessee is complying with this Lease;
 - (ii) exercise its rights under any provision of this Lease;
 - (iii) carry out any work to the Premises, the Services or any adjacent property, including work for:
 - (A) the purpose of installing any new Services for Railway Purposes;
 - (B) the purpose of repairing, maintaining or replacing any Services which are used for Railway Purposes; or
 - (C) any other reason;
 - (iv) enable it to comply with any Law or any notice from any Authority affecting the Premises; and
 - (v) do anything for Railway Purposes or to avoid or rectify an Emergency Event.
- (b) When exercising its rights under paragraph (a), the Lessor:
- (i) must take all necessary steps to minimise any disruption to the Lessee or the Lessee's Fixtures; and
 - (ii) is not required to give reasonable notice or enter at a reasonable time in the case of an Emergency Event.
- (c) In addition to the Lessor's rights under paragraph (a), the Lessor may enter upon the Premises (other than the Equipment Cabin) with or without workmen at all reasonable times (making good any damage thereby done to the Premises) and after reasonable prior notice to the Lessee and always accompanied by a representative of the Lessee (except where a representative is not required by the Lessee or in the case of an Emergency Event in which the safety of persons or property is at risk) for the purpose of inspecting repairing altering or renewing any such pipes, mains, wires, flues and drains reserved to the Lessor as aforesaid or of adding any others thereto or to undertake any activity required under the Railway Legislation, provided that the Lessor must not enter or break into the Equipment Cabin.
- (d) In the case of an Emergency Event the Lessor may call upon appropriate emergency services for assistance and the Lessee will not hold the Lessor responsible if such emergency services force entry into the Premises. The Premises must have clearly marked signage with the name of the Lessee and the current phone number (24 hours) to be called in the case of an Emergency Event. The Lessee may place additional signage notifying contractors and other parties of the presence of the Lessee's Fixtures and the Lessee's contact details.

9 No Interference

- 9.1 The Lessor acknowledges that the Permitted Use relies upon the transmission and reception of radiofrequency emissions which may suffer interference from structures or facilities constructed in proximity to the Premises. The Lessee has satisfied itself that as at the Commencing Date the Premises are satisfactory for the Permitted Use.

- 9.2 The Lessor must not knowingly permit the erection of any structure on, above or below the Land or upon the Lessor's Improvements which may cause physical or radio interference with the Permitted Use of the Premises by the Lessee.
- 9.3 Despite clause 9.2, if in the normal conduct of the Lessor's railway operations the Lessor proposes to erect any structure on, above or below the Land or upon the Lessor's Improvements which is likely to cause physical or radio interference with the Permitted Use, then the Lessor must give at least 180 days' notice in writing to the Lessee of its proposal.
- 9.4 The Lessee acknowledges:
- (a) the existence of electrical direct currents within the Rail Corridor;
 - (b) the existence of noise and vibration emanating from the Rail Corridor; and
 - (c) the possibility of increases in electrical currents within, and noise and vibration emanating from, the Rail Corridor due to additional railway facilities or Rail Infrastructure Facilities being installed in the Rail Corridor at any time.

The Lessee agrees that it must take adequate precautions to protect the Lessee and the Lessee's Fixtures from the effects referred to in this clause 9.4.

10 Insurance

- 10.1 The Lessee will at all times during the Term maintain with an independent and reputable insurer the following insurances in connection with the Premises for the duration of the Terms (including any extension or renewal of the Term or any holding over):
- (a) public liability insurance for at least [REDACTED] which includes the Lessor as an insured;
 - (b) workers' compensation insurance policy or registrations as required by law to fully insure liability of the Lessee under statute to all workers who work in or around the Premises for the Lessee; and
 - (c) unless the Lessee self insures in respect to its property, property insurance which covers loss of or damage to any property installed on the Premises owned by or in the care, custody or control of the Lessee as a result of all insurable risks which a prudent insured with a risk profile similar to that of the Lessee would maintain acting on the advice of a reputable broker, for the full replacement value.
- 10.2 If requested in writing by the Lessor (but no more than once per year during the Term), the Lessee must, within a reasonable time, provide the Lessor with a copy of the certificates of currency (for all insurances) evidencing the insurances effected and maintained, or caused to be effected or maintained, in compliance with clause 10.1.
- 10.3 For so long as Telstra Corporation Limited (ACN 051 775 556) is the Lessee, the Lessor acknowledges that the Lessee:
- (a) [REDACTED]
 - (b) holds (and must at all relevant times continue to hold) a licence pursuant to the *Safety, Rehabilitation and Compensation Act 1998* (Cth).
- 10.4 The Lessee must not do anything (as notified by the Lessor) which may:
- (a) affect the Lessor's rights under any insurance policy; or
 - (b) increase an insurance premium payable taken out by the Lessor.

The Lessee must pay any increase in the premium payable on any insurance taken out by the Lessor on account of extra risk caused by the Lessee's use or occupation of the Premises provided the Lessor's insurer provides evidence that the increased premium payable is as a direct result of the Lessee's use or occupation of the Premises.

11 Lessee's Indemnity and Warranty

11.1 Indemnity

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

11.2 Proportionate liability

Any liability that the Lessee may have to the Lessor, its officers, employees, contractors, representatives or agents pursuant to clause 11.1 will be reduced proportionately to the extent that such liability was attributable to the negligent act or omission of the Lessor or its officers, employees, contractors, representatives or agents.

11.3 EMF Indemnity

- [REDACTED]
- [REDACTED]

11.4 Continuing indemnity

Each indemnity of the Lessee contained in this Lease is a:

- (a) continuing obligation of the Lessee and remains in full force and effect after the termination of this Lease; and

- (b) separate and independent obligation of the Lessee.

12 Lessee's Rights and Obligations

- 12.1 Subject to the specified rights of the Lessor and if the Lessee complies with the Lessee's obligations under this Lease, then the Lessee may hold and occupy the Premises without interruption by the Lessor or anyone claiming through the Lessor.
- 12.2 The Lessee is granted a licence in respect of the areas indicated on the drawing forming **Annexure C** to lay and use cables over, under and within the Land and repair, replace, renew, alter, maintain and upgrade these cables for the Permitted Use.
- 12.3 The Lessee must do the following during the Term and when installing, repairing, maintaining, upgrading or removing the Lessee's Fixtures or when it is otherwise in or around the Railway Premises, as applicable:
 - (a) **(as-built drawings)** when the Lessee has installed the Initial Lessee's Fixtures, must provide the Lessor with a copy of the as-built drawings, final occupation certificate and any other documentation the Lessor reasonably requires in respect of the completed installation;
 - (b) **(Permitted Use)** use the Lessee's Fixtures for the Permitted Use and must not carry out or permit the carrying out of any activity which causes or may cause any interference or damage or which may impact on the continued safe operation of the Railway Premises;
 - (c) **(access)** if the Lessee requires access to the Railway Premises, the Premises or the Land to install, repair, maintain, upgrade or remove the Lessee's Fixtures, the Lessee must comply with clause 12.5;
 - (d) **(safe manner)** operate the Lessee's Fixtures:
 - (i) in a safe manner in accordance with Australian Radiation Protection Standard Maximum Exposure Levels to Radiofrequency Fields 3kHz to 300 GHz: Radiation Protection Series No. 3 or such other standard as may from time to time be compiled in replacement of that standard; and
 - (ii) within the Lessee's specified licensed radio frequency spectrum (as approved by the Australian Communications and Media Authority), so as to not cause any interference, disturbance, damage or loss to the Lessor or any other occupant who has an interest in the Land or to their equipment including their transmission rights or transmission capabilities;
 - (e) **(consents)** at its cost, obtain and comply with the terms of all consents required from any Authority that are necessary to lawfully install the Lessee's Fixtures and carry on the Permitted Use in the Premises and/or to carry out any additions or alterations approved by the Lessor in accordance with this Lease. If requested by the Lessor, the Lessee must promptly provide a copy of any such consents;
 - (f) **(compliance with all Laws and the requirements of all Authorities)** at its cost, comply with all applicable Laws and the enforceable requirements of all Government Agencies in connection with the Premises, the Permitted Use, the Lessee's Fixtures and any work carried out by the Lessee under this Lease (including installation of the Lessee's Fixtures), including but not limited to Laws in relation to WH&S and telecommunications;
 - (g) **(comply with Authorisations)** obtain, maintain and comply with all applicable Authorisations;

- (h) **(comply with policies and procedures)** comply at all times with any policies and procedures of the Lessor notified by the Lessor to the Lessee from time to time, in relation to rail safety, access to and occupation of the Railway Premises and WH&S;
- (i) **(security)** comply with the Lessor's directions regarding security of the Premises and the Lessee's Fixtures. The Lessee has the sole responsibility for security of the Premises and the Lessee's Fixtures and the Lessee must not rely on the Lessor in keeping any part of the Railway Premises secure;
- (j) **(rail industry safety induction)** ensure that all employees, contractors and agents of the Lessee entering onto the Land have completed a *Rail Industry Safety Induction ("RISI")*, being the minimum certification that the Lessor requires an individual to hold in order to gain physical access to the railway tracks within the Railway Infrastructure Facilities;
- (k) **(notification)** immediately give the Lessor notice of:
 - (i) any damage to or defect in the Railway Premises or any Service provided by the Lessor, any infectious diseases or pests on the Railway Premises;
 - (ii) any notice from an Authority having enforceable jurisdiction in relation to any relevant activity of the Lessee; and
 - (iii) any circumstances likely to cause any such damage or defect in the Railway Premises or any Services provided by the Lessor of which the Lessee is aware;
- (l) **(induction)** if the Lessor requires, attend from time to time, any induction course or training session relating to the Railway Premises, the safe operation of the Railway by the Lessor or any matter relating to the Railway Legislation;
- (m) **(separate rates)** pay on time any rates, taxes or other charges payable to an Authority exclusively in respect of the Premises (or the Lessee's occupancy or use of the Premises); and
- (n) **(list of Lessee's agents)** promptly, when requested by the Lessor, give the Lessor a list of any agent, employee, licensee, contractor and invitee of the Lessee who have been provided with a key or other access authority in respect of the Premises.

12.4 Lessee's obligations regarding the Lessee's Fixtures

The Lessee must, in relation to the Lessee's Fixtures:

- (a) **(use)** use the Lessee's Fixtures for legal purposes only;
- (b) **(frequency approval)** obtain the written consent of the Lessor (which must not be unreasonably withheld) and any appropriate Authority to all frequencies and other requirements related to radiocommunication transmission or the provision of telecommunication services used on the Premises;
- (c) **(maintain the Lessee's Fixtures)** maintain the Lessee's Fixtures and the Premises in a good and safe state of repair;
- (d) **(competency)** install, use, repair, maintain, upgrade and remove the Lessee's Fixtures in a workmanlike and competent manner;
- (e) **(contractors)** engage and use only professional and expert contractors approved by the Lessor, who must not unreasonably refuse its approval;
- (f) **(repair damage)** immediately repair to the Lessor's satisfaction any damage directly or indirectly caused to the Railway Premises by the repair, maintenance, upgrade or removal of the Lessee's Fixtures or by the Lessee's Fixtures' presence on the Premises;

- (g) **(Lessee's Fixtures affixed)** ensure that the Lessee's Fixtures are always securely affixed to the Premises with no risk of any part of the Lessee's Fixtures falling on to the Railway Premises;
- (h) **(no danger)** ensure that no person or property (of the Lessor or any other person) is endangered by the Lessee's Fixtures;
- (i) **(removal of rubbish)** remove from the Land all rubbish and debris resulting from the installation, repair, maintenance, upgrade or removal of the Lessee's Fixtures; and
- (j) **(monitoring)** ensure that electromagnetic radiation emanating from the Lessee's Fixtures remains at or below appropriate and safe standards.

12.5 Access to the Premises to install, repair, maintain, upgrade or remove the Lessee's Fixtures

- (a) Subject to clause 14.2, if the Lessee requires access to the Premises or the Land to carry out any Transmission Configuration Works comprising the installation of additional antenna on the pole, tower or structure, then before doing so the Lessee must satisfy the Lessor that the work will not affect the structural integrity of that pole, tower or structure.
- (b) The Lessee has access to and from the Premises and the Lessee's Fixtures at all times with or without all necessary vehicles, equipment and workman if such access is required to the Premises and the Lessee's Fixtures to carry out work that does not constitute High Risk Construction Work or work within the Rail Corridor.
- (c) For the installation of the Initial Lessee's Fixtures and if access is required to the Premises and the Lessee's Fixtures to carry out work that does constitute High Risk Construction Work or work within the Rail Corridor, then the Lessee must:
 - (i) **(approval)** submit an access application to the Lessor's Engineering Maintenance Interface (or if that body ceases to exist, the entity replacing that body) for approval and obtain all necessary consents in accordance with 12.3(e);
 - (ii) **(plans and specifications)** give the Lessor detailed plans and specifications showing the location, design and lay-out of the Lessee's Fixtures and the proposed materials to be used, and any other information reasonably required by the Lessor, in respect of the installation, repair, maintenance, upgrade or removal of the Lessee's Fixtures;
 - (iii) **(Lessor's consent)** obtain the Lessor's written consent (which must not be unreasonably withheld) to:
 - (A) the plans and specifications given to it under clause 12.5(c)(ii);
 - (B) the contractors that the Lessee intends to use to install, repair, maintain, upgrade or remove the Lessee's Fixtures; and
 - (iv) **(explosive power tools)** ensure that explosive power tools are not used for the purpose of securing any material to any prestressed concrete components of any building, structure, fixture or improvement erected, placed or made upon the Premises and the Lessee must, if reasonably required by the Lessor, erect prohibiting notices to that effect;
 - (v) **(timing)** start and complete the installation, repair, maintenance, upgrade or removal of the Lessee's Fixtures as soon as practicable after the Lessor approves the plans and specifications given to it under clause 12.5(c)(ii);

- (vi) **(completion)** ensure that completion of the installation, repair, maintenance, upgrade or removal of the Lessee's Fixtures is in accordance with the plans and specifications approved by the Lessor;
- (vii) **(notice of completion)** notify the Lessor immediately on completion of the installation, repair, maintenance, upgrade or removal of the Lessee's Fixtures; and
- (viii) **(insurance):**
 - (A) ensure that it keeps in effect a public liability policy of insurance with a limit of not less than [REDACTED] which includes the Lessor as an insured and otherwise complies with clause 10.1; and
 - (B) if requested in writing by the Lessor, provide the Lessor with a certificate of currency confirming the insurance required under this clause 12.5(c)(viii), such request not to be made more than once a year during the Term.
- (d) The Lessor's Engineering Maintenance Interface must respond to the application made under clause 12.5(c)(i), notifying when access may be taken and for what duration, as soon as practicable (and in any event not more than 10 Business Days) after receipt of that application. The Lessor must ensure that access is granted to the Lessee in the same manner and with the same priority as it grants access to its own employees and contractors for maintenance or repair of the Railway Premises for Railway Purposes. The Lessee must reimburse the Lessor for the reasonable costs incurred by the Lessor in considering and reviewing the application and any plans and specifications and if applicable for any other costs incurred to enable the Lessee's work to be carried out. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

12.6 General prohibitions on Lessee

The Lessee must not, except as permitted under this Lease:

- (a) **(no damage)** put anything which is likely to cause obstruction or damage down any drain;
- (b) **(no advertising)** conduct any advertising in or in the vicinity of the Premises so that it can be seen from outside the Premises without the consent of the Lessor;
- (c) **(dangerous substances)** store or use flammable, toxic, explosive or dangerous substances, whether solid, liquid or gaseous, on the Railway Premises, including but not limited to Hazardous Materials and Dangerous Goods;
- (d) **(overloading)** bring onto the Railway Premises any equipment or article which does or could, in the Lessor's reasonably formed opinion, overload or damage the Railway Premises or disturb the efficient operation of any Service;
- (e) **(Services)** overload, modify or obstruct the Services provided to the Premises or the Railway Premises, or use them for other than their intended purpose;
- (f) **(alteration of Lessor's property)** other than in accordance with the consent of the Lessor (which may be given or withheld in the Lessor's absolute discretion), alter the Lessor's property or use the Lessor's property for anything other than its intended use;

- (g) **(alteration of the Premises)** subject to clause 12.5, make any alterations or additions to the Premises (except within the equipment shelter or room) without the Lessor's consent (which must not be unreasonably withheld);
- (h) **(no interference)** in relation to the Permitted Use or the Lessee's Fixtures:
 - (i) disrupt, obstruct or interfere with the use of the Premises, the Rail Infrastructure Facilities or the Railway Premises by the Lessor, Third Party Operators or other occupier of the Land; or
 - (ii) annoy, disturb or offend the owner or occupier of neighbouring land;
- (i) **(no obstruction)** obstruct any air or light from entering any part of the Railway Premises through any shaft or opening, and must not obstruct any air vent, duct or skylight in the Railway Premises or any emergency exit;
- (j) **(smoking)** smoke in any part of the Premises;
- (k) **(no Contamination)** cause to the Land or the adjacent land any Contamination or further Contamination;
- (l) **(Lessor's interest)** do anything which could prejudice the Lessor's interest in the Land, the Premises or the Railway Premises;
- (m) **(access to railway tracks)** enter, access or place any item on or near any railway tracks situated in the Railway Premises; and
- (n) **(no activity to cause signal failure)** carry out or allow the carrying out of any activity which may give rise to or cause a failure of any railway signalling instruments or which may cause any Rail Infrastructure Facility to fail to operate or to malfunction for any period of time.

12.7 Cost and risk of Lessee's obligations

- (a) If the Lessee is obliged to do anything under this Lease, it must do so at its cost and at its risk.
- (b) Where the Lessee requires access to, or needs to carry out work within the Rail Corridor, the Lessee must pay any cost incurred by the Lessor in connection with that access or work including any reasonable costs of the Lessor in respect of the supervision of work, the provision of engineers, watchmen, flagmen and other technical or safe working staff and provision of advice in relation to the Lessee's use of the Premises or the Land.
- (c) If the Lessee changes the Lessee's Fixtures or their operation after the Commencing Date and as a result of that change the Lessor is reasonably required to undertake works to restore the operation of electricity or other services to the Railway Premises to their manner of operation before that change, then the Lessee must pay all costs of those works (including but not limited to associated costs such as investigation and engineering costs).

12.8 Emergency Events

- (a) If the Lessee becomes aware of an Emergency Event occurring at any time, the Lessee must:
 - (i) immediately inform the Lessor of the Emergency Event;
 - (ii) to the extent that the Lessee is responsible for the rectification of the Emergency Event, keep the Lessor informed in respect of the Emergency Event; and

- (iii) provide the Lessor with sufficient information to enable the Lessor to assess the nature of the Emergency Event and the likely effect of the Emergency Event.
- (b) The Lessee must co-operate with the Lessor and assist the Lessor to take such action as the Lessor directs is necessary to avert any danger or minimise or remove the risk or adverse impact of the Emergency Event, including ceasing or suspending the Permitted Use for a specified period of time (as notified by the Lessor), and the Lessee must immediately comply with such direction.
- (c) If an Emergency Event is caused by a default by the Lessee of its obligations under this Lease, upon notification by the Lessor specifying the default, the Lessee must immediately cease the operation of the Lessee's Fixtures until such time as the default causing the Emergency Event is rectified to the Lessor's satisfaction. The Lessee acknowledges that the Lessor may terminate this Lease in accordance with clause 21.2 as a result of the Lessee's default.

13 Track Possession

13.1 Requirement for Track Possession

The Lessee acknowledges and agrees that a Track Possession may be required each time the Lessee requires access to the Premises to undertake the works required to install and maintain the Lessee's Fixtures and other necessary works as required under this Lease, comply with an obligation under this Lease or exercise any right in connection with this Lease.

13.2 Track Possession timetable

If one or more Track Possession is required:

- (a) the Lessor will provide to the Lessee an indicative Track Possession timetable for the relevant period;
- (b) the Lessor and the Lessee will meet and agree an available date or dates from that timetable; and
- (c) the Lessor may require any party (including the Lessee and its employees, contractors and agents) which requires access to the Railway Corridor to enter into an access arrangement (determined by the Lessor in its absolute discretion).

13.3 Acknowledgement

The Lessee acknowledges and agrees that:

- (a) its access to the Railway Corridor during a Track Possession is subject to the other terms of this Lease;
- (b) the Lessor will not guarantee any date agreed for a Track Possession as fixed;
- (c) the Lessor may change the date for a Track Possession on short notice;
- (d) the Lessor may provide Third Party Operations and other persons with access to the Railway Corridor during the Track Possession (including for the performance of works in the Premises);
- (e) during any Track Possession the Lessor's protocol, rules and procedures for safety management when working in the Railway Corridor (as amended from time to time) will apply; and
- (f) the Lessee must reimburse the Lessor for the Lessor's Cost incurred by the Lessor in relation to providing the Lessee with a Track Possession which is not scheduled in the Lessor's major closedowns and weekend possession program.

13.4 Release and indemnity

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

14 Work Health and Safety**14.1 Compliance with WH&S Act and WH&S Regulation**

Despite any other provision in this Lease, to the extent that it is required at law to do so, the Lessee must at all times comply with the WH&S Act and WH&S Regulation and must provide to the Lessor upon request evidence that the Lessee is complying with the WH&S Act and WH&S Regulation, when required by the Lessor.

14.2 High Risk Construction Works and installation of Initial Lessee's Fixtures

- (a) In addition to any other obligation under this Lease, when installing the Initial Lessee's Fixtures and if at any time the Lessee intends to carry out works on the Premises which impacts on the Rail Corridor and which constitutes a Construction Project comprising High Risk Construction Work, the Lessee must ensure that:
- (i) before any such work commences, the principal contractor it appoints to carry out the works prepares a site specific WH&S Management Plan which complies with the WH&S Act and WH&S Regulation;
 - (ii) the Lessor is provided with a copy of the WH&S Management Plan prior to the works commencing;
 - (iii) the WH&S Management Plan is maintained and kept current during the course of the work;
 - (iv) the principal contractor is directed to maintain, review and comply with:
 - (A) any relevant SWMS attached to the WH&S Management Plan;
 - (B) the requirements of the WH&S Act and the WH&S Regulation including any requirements associated with sub-contractors;
 - (v) the activities of the principal contractor are monitored to the extent necessary to determine whether the principal contractor is complying with the matters set out in clause 14.3(a)(iv);
 - (vi) if the principal contractor is not complying with the matters set out in clause 14.3(a)(iv), the principal contractor is directed to take action immediately to comply with those requirements; and
 - (vii) if a risk to health or safety of a person arises because of any non-compliance by the principal contractor, the principal contractor is directed to stop work immediately and not to resume work until the SWMS or those requirements, or both, are complied with (unless an immediate cessation of work is likely to increase the risk, in which event the principal contractor must be directed to stop work as soon as it is safe to do so).

- (b) In this clause 'principal contractor' has the meaning attributed to those words by the WH&S Regulation.

14.3 Lessee carrying out relevant work

- (a) If the Lessee is conducting any work referred to in clause 14.2, the Lessee must:
 - (i) prior to the works commencing, undertake an assessment of the risks associated with the works to determine whether the works constitute High Risk Construction Work and, if so prepare a SWMS;
 - (ii) maintain and keep current the SWMS;
 - (iii) ensure that the work is carried out in accordance with the SWMS; and
 - (iv) if a risk to the health and safety of a person arises because of non-compliance with the SWMS, ensure that work is stopped immediately and not resumed until the SWMS is complied with (unless an immediate cessation of work is likely to increase the risk to health and safety, in which event the work must be stopped as soon as it is safe to do so).
- (b) The Lessee must ensure that a copy of the WH&S Management Plan is available for inspection during the period in which the Construction Project is carried out by the following people:
 - (i) the Lessor;
 - (ii) any person working at the Premises or about to commence work at the Premises;
 - (iii) any employee member of an WH&S committee;
 - (iv) any WH&S representative; and
 - (v) any person elected by the persons employed at the Premises to represent a group of employees on health and safety matters.

15 Lessee's Fixtures and Make Good

- 15.1 The Lessee's Fixtures are and remain the property of the Lessee even if that any part or parts thereof may be or become affixed to the Premises or to the Land.
- 15.2 Upon expiry or any sooner termination of this Lease (whether under clause 21 or otherwise), the Lessee must, unless otherwise agreed with the Lessor, remove the Lessee's Fixtures and restore any disturbance to the Premises caused by their installation or removal, and restore the Premises to the condition in which the Premises existed at the Commencing Date (fair wear and tear excepted), all at its cost. This includes an obligation to:
 - (a) disconnect the Lessee's Fixtures from any connection to any Services provided to the Premises (for example, drainage, power, fire and emergency services, garbage, sewerage, trade waste and water) and terminate and make safe those connections;
 - (b) remove the Lessee's Fixtures from the Premises;
 - (c) restore the surface of the Premises to the condition it was in immediately before the installation of the Lessee's Fixtures, fair wear and tear excluded unless otherwise agreed by the Lessor;
 - (d) promptly give vacant possession of the Premises in a condition consistent with the Lessee's performance of its obligations under this Lease to maintain and repair the Premises (including but not limited to removal of all rubbish from the Premises);

- (e) remove any signs, advertisements, notices or hoardings erected or painted by it on the Premises;
 - (f) hand over all keys and opening devices provided by the Lessor to the Premises, including security access devices; and
 - (g) make good to the reasonable satisfaction of the Lessor, at the Lessee's cost and expense, any damage caused to the Premises in the course of complying with this clause.
- 15.3 Where necessary to remove the Lessee's Fixtures and/or perform any remedial works under clause 15.2, the Lessor will (notwithstanding the termination or expiry of the Lease) permit the Lessee to access the Premises on terms which are reasonably similar to those in this Lease and during such period, the Lessee must continue to pay the Annual Rent.
- 15.4 Without limiting its other rights under this Lease, if the Lessee fails to carry out any of the obligations set out in clause 15.2 within a reasonable period of time or within the period specified by the Lessor, having regard to the access granted by the Lessor under clause 15.3 the Lessor may, at the Lessee's cost after providing reasonable notice of its intention to do so, do any one or more of the following:
- (a) **(dismantle)** dismantle and remove the Lessee's Fixtures from the Premises;
 - (b) **(repair)** repair any damage to the Premises resulting from the dismantling and removal of the Lessee's Fixtures;
 - (c) **(storage)** store the Lessee's Fixtures at the Lessee's risk; and
 - (d) **(disposal)** if the Lessee does not claim the Lessee's Fixtures within one (1) month of the expiry termination of this Lease, the Lessee's Fixtures are regarded as abandoned by the Lessee and become the property of the Lessor, and the Lessor may sell or otherwise dispose of the Lessee's Fixtures, and keep the proceeds of the disposal.

16 Costs

- 16.1 [REDACTED]
- 16.2 [REDACTED]
- 16.3 [REDACTED]

17 Holding Over

- 17.1 If the Lessor permits the Lessee to continue to occupy the Premises beyond the Terminating Date otherwise than pursuant to a Subsequent Lease, the Lessee does so as a yearly tenant only, at an Annual Rent payable annually in advance (determined yearly in accordance with clause 19 as if the date upon which the holding over commences is a commencing date of a new lease) and otherwise on the same terms and conditions as this Lease.
- 17.2 The tenancy so created is determinable at any time by either party by 12 months' notice (unless a shorter notice period is agreed by the Lessor and Lessee in writing) given to the other party to expire on any date.

18 Termination of Subsequent Leases and Prior Lease

- 18.1 In this Lease:

- (a) **Subsequent Lease** means the lease (if any) of the Premises on terms substantially similar to this Lease between the Lessor and the Lessee for the period specified in **Item 4B** of the Reference Schedule; and
 - (b) **Prior Lease** means the lease (if any) of the Premises on terms substantially similar to this Lease between the Lessor and the Lessee for the period specified in **Item 4C** of the Reference Schedule.
- 18.2 If this Lease is validly terminated (other than by the effluxion of time), each Subsequent Lease will automatically terminate on the same date that this Lease is validly terminated.
- 18.3 If as a result of the termination of the Prior Lease, this Lease and the Subsequent Lease are terminated under clause 18.2, the Lessor and Lessee agree:
- (a) to promptly execute a surrender of the Subsequent Lease and this Lease in registrable form;
 - (b) the termination of the Subsequent Lease and this Lease is without prejudice to any prior claim or remedy which either party may have against the other under the Subsequent Lease or this Lease;
 - (c) the Lessee must at its cost attend to the preparation, stamping and registration of the surrender of the Subsequent Lease and this Lease; and
 - (d) the Lessor must immediately produce the certificate of title for the Land to Land Registry Services, if it is required, to enable the surrender of the Subsequent Lease and this Lease to be registered.

19 Market review of Rent

- (a) Where there is no further Subsequent Lease and if either party, at a date not more than 9 months and not less than 6 months before the Terminating Date, notifies the other party in writing of its assessment of the Current Market Annual Rent in respect of the Premises to apply from the commencing date of any holding over period (**Assessment**):
 - (i) the notified party may accept the Assessment and in that event the Assessment of the Current Market Annual Rent will be the Annual Rent from the commencing date of the holding over period; or
 - (ii) if the notified party fails or refuses to accept the Assessment within 15 Business Days after receiving notice of the Assessment or if they are unable to agree on some other amount as the Current Market Annual Rent, the Current Market Annual Rent will be determined before the commencement of the holding over period in accordance with paragraphs (b) to (h) of this clause 19.
- (b) Either party may apply to the Independent Valuer to determine the Current Market Annual Rent to apply from the commencement of the holding over period.
- (c) The Independent Valuer must act as an expert and not as an arbitrator. Each party may submit to the Independent Valuer written valuations and submissions within 10 Business Days after the Independent Valuer has accepted the nomination to act. The Independent Valuer must take into consideration any written submissions received within those periods, but is not fettered by them and (subject to the matters referred to in the definition of such term as set out in this Lease) must determine the Current Market Annual Rent in accordance with its own judgment and the opinion which it formed. The Independent Valuer's determination is final and is binding on the Lessor and Lessee.

- (d) The Independent Valuer must be instructed to conclude its determination and must inform the Lessor and Lessee of it within 15 Business Days after having accepted the nomination to act.
- (e) The Lessor and Lessee must bear equally the total costs incurred by the Independent Valuer in determining the Current Market Annual Rent. Each party must bear its own costs of legal representation and the fees of any experts for giving evidence and for making valuations for the purpose of written submissions.
- (f) In the event that the Independent Valuer's determination of the Current Market Annual Rent has not been completed by the relevant commencement of the holding over period then the Lessee must on the commencement of the holding over period pay, on account of the annual rent payable for the first year of the holding over period, the same Annual Rent as is payable as at the Terminating Date [REDACTED].
- (g) If, upon completion of the Independent Valuer's determination, the Current Market Annual Rent is determined at an amount which is greater than the amount paid by the Lessee in accordance with clause 19(f) then the Lessee must within 20 Business Days of being notified of the determination pay to the Lessor the outstanding balance.
- (h) If neither party notifies the other party of its assessment of the Current Market Annual Rent in accordance with clause 19(a), then the annual rent on commencement of the holding over period will be the Annual Rent as at the Terminating Date [REDACTED].
- (i) [REDACTED]
- (j) [REDACTED]

20 Assignment and Sub-Letting

20.1 Subject to clause 20.2 the Lessee must not:

- (a) assign this Lease;
- (b) sub-let or share its right to possession of the Premises (or any part thereof);
- (c) sub-license the Premises (or any part thereof); and/or
- (d) grant rights of access to the Premises,

without the prior written consent of the Lessor, such consent will not be unreasonably withheld.

20.2 The Lessee may, without giving prior notice to the Lessor, sub-license the Premises (or any part thereof) or grant rights of access to the Premises to a Related Body Corporate, provided that as soon as practicable after doing so the Lessee notifies the Lessor of the grant of sub-licence or, as the case may be, rights of access under this clause and the name of the entity to which the sub-licence or, as the case may be, rights of access have been granted.

20.3 The Lessor may assign or transfer any rights or obligations under this Lease, or may novate this Lease, without the prior written consent of the Lessee.

20.4 Despite clause 20.1, the Lessor may withhold its consent if the Lessor (acting reasonably) is not satisfied that:

- (a) the Lessee has obtained sufficient coverage for the purpose of the Central Coast mobile coverage project under the Funding Agreement; and
- (b) the level of service provided by the Lessee for the purpose of the Central Coast mobile coverage project under the Funding Agreement will not be compromised.

21 Termination

21.1 Events of default

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- (f) [REDACTED]
- [REDACTED]

21.2 Lessor's termination after default

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

22 Access Track

22.1 Despite any other provision of this Lease, the Lessor grants to the Lessee for the Term, a non-exclusive right to access that area of the Land as indicated on the drawing forming **Annexure D** so the Lessee can access the Premises for the purposes of this Lease.

- 22.2 Where the Lessee installs, upgrades or maintains at its costs any access track or power connection, any other person or entity (except the Lessor and its successors in title) who wishes to utilise the access track or power connection, must share in the cost of installation, upgrading and maintenance as apportioned by the Lessee.

23 Abatement of Annual Rent

23.1 Abatement of Annual Rent and other charges

If the Premises, the Lessor's Improvements or the Railway Premises are damaged (other than to the extent that such damage is caused or contributed to by the act, negligence or default of the Lessee or the Lessee's employees, contractors or agents) the following apply:

- (a) if the Premises cannot be used or are inaccessible, then the Lessee is not liable to pay Annual Rent or any other charges for the period that the Premises cannot be used or are inaccessible;
- (b) if the Premises are still useable but the useability is diminished because of the damage, the Lessee's liability to pay Annual Rent is reduced in proportion to the reduction in useability;
- (c) if the Lessor gives the Lessee written notice that the Lessor considers that it is impracticable or undesirable to repair the damage, then either the Lessor or the Lessee may terminate this Lease by giving at least 5 Business Days' notice to the other and no compensation is payable in respect of that termination; and
- (d) if the Lessor does not repair the damage within a reasonable time after the Lessee requests the Lessor in writing to do so, the Lessee may terminate this Lease by giving at least 5 Business Days' written notice to the Lessor.

23.2 Lessor's rights not affected

- (a) Clause 23.1 does not affect any right of the Lessor to recover damages from the Lessee in respect of any damage or destruction to which it applies.
- (a) Nothing in this clause 23 affects any rights the Lessor may have if any:
 - (i) damage or destruction is caused or contributed to by; or
 - (ii) right under an insurance policy in connection with the Railway Premises is prejudiced or a policy is cancelled or payment of a premium or a claim is refused by an insurer because of,

any act, negligence or default of the Lessee or the Lessee's agents.
- (b) The Lessee is not entitled to any relief from paying the Annual Rent or other charges to the extent the damage was caused or contributed to by the act, negligence or default of the Lessee or the Lessee's employees, contractors or agents.
- (c) Nothing in this clause obliges the Lessor to restore or reinstate the Railway Premises or the Premises.

23.3 Resumption

This Lease terminates if the Premises is resumed by any Authority. The Lessor is not liable to the Lessee in respect of the termination.

24 Notice

- 24.1 A notice, consent or other communication under this Lease:

- (a) must be in writing;
- (b) must be signed by the party making the communication or (on its behalf) by any director, secretary, attorney or authorised agent of, that party;
- (c) must be delivered or posted by prepaid express post to the address, or sent by email to the email address, of the Lessor or the Lessee (as applicable) set out in this Lease or such other address or email address as may be notified in writing from time to time; and
- (d) are taken to be received by the addressee:
 - (i) (in the case of prepaid express post sent to an address in the same country) on the second Business Day after the date of posting;
 - (ii) (in the case of express post sent to an address in another country) on the fourth Business Day after the date of posting;
 - (iii) (in the case of delivery by hand) on delivery at the address of the addressee; and
 - (iv) (in the case of email) at the local time (in the place of receipt of that email) that would be determined if section 13A of the *Electronic Transactions Act 2000* (NSW) were to apply in respect of the email,

provided that if the communication would be taken to be received on a day which is not a Business Day or after 5.00pm on a Business Day, it is taken to be received at 9.00am on the next Business Day.

25 Rail Legislation

25.1 The Lessor draws to the attention of the Lessee that:

- (a) clauses 8(1) and (3) of Schedule 6A; and
- (b) clause 3 of Schedule 6B,

of the *Transport Administration Act 1988* (NSW) impose obligations on the Lessor and on the Lessee, including provisions that the Lessee must not damage, interfere with or obstruct any Rail Infrastructure Facilities and provisions for the payment of compensation where underground rail facilities are damaged.

25.2 The Lessee:

- (a) acknowledges its obligations under clause 8(3) of Schedule 6A and clause 3 of Schedule 6B of the *Transport Administration Act 1988* (NSW); and
- (b) indemnifies the Lessor against all claims for which the Lessor becomes liable arising from the Lessee's breach of its obligations under clause 8(3) of Schedule 6A of the *Transport Administration Act 1988* (NSW).

26 Disputes

26.1 Dispute resolution

If any dispute arises, the Lessor and Lessee must continue to comply with their respective obligations under this Lease (despite the existence of such dispute) and adhere to the following procedures to resolve the dispute:

- (a) a representative of the Lessor and the Lessee must meet at the request of either party;
- (b) if the dispute remains unresolved after the procedure in clause 26.1(a) has been followed, the general manager of property (or their nominee or successor) of the Lessee

and the general manager of property (or their nominee) of the Lessor must meet at the request of either party;

- (c) if after the procedures in clauses 26.1(a) and 26.1(b) have been followed, the dispute has not been resolved, the Lessor and Lessee will jointly appoint a person within five Business Days who is of good repute and is an expert in the area relevant to the dispute;
- (d) if the Lessor and the Lessee cannot agree on the appointment of the expert within the five Business Day period, either the Lessor or the Lessee may request the Secretary General of the *Australian Commercial Disputes Centre Limited* to appoint an independent expert (other than an arbitrator) within 5 Business Days;
- (e) an expert determination conducted under this clause is not an arbitration and the expert is not an arbitrator. The expert may reach a decision from his or her knowledge and expertise;
- (f) subject to this clause, the expert will proceed in any manner he or she thinks fit and make such directions for the conduct and determination as he or she considers necessary;
- (g) the costs of the independent expert will be paid by the Lessor and the Lessee equally;
- (h) the Lessor and the Lessee will comply with any directions of the expert in respect of the determination of the expert;
- (i) the expert will be engaged on the basis that they must:
 - (i) disclose to the Lessor and the Lessee any interest he or she has in the outcome of the determination;
 - (ii) accept submissions from either party and provide copies of such submissions to the other party for comment; and
 - (iii) not communicate with one party without the knowledge of the other party;
- (j) unless otherwise agreed between the Lessor and the Lessee, which agreement must not be unreasonably withheld, the expert must notify the Lessor and the Lessee of his or her determination within 20 Business Days from the date on which the expert accepted his or her appointment under this clause;
- (k) the determination of the expert:
 - (i) must be provided to the Lessor and the Lessee at the same time;
 - (ii) must be in writing;
 - (iii) must be accompanied by reasons for the determination;
 - (iv) will be final and binding on the Lessor and Lessee other than on a matter of law; and
 - (v) will not be subject to any appeal by the Lessor or the Lessee.

26.2 Legal action

- (a) Before the Lessor or the Lessee takes any action in a court of law in respect of a dispute, that dispute must have been dealt with under clause 26.1 and a final and binding determination made in accordance with that clause.
- (b) This clause does not prevent the Lessor or the Lessee from seeking relief in the nature of interlocutory relief.

27 **Redevelopment / Relocation**

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27.2 [REDACTED]

27.3 [REDACTED]

27.4 [REDACTED]

28 Surrender

28.1 [REDACTED]

28.2 [REDACTED]

28.3 [REDACTED]

Reference Schedule

Item 1	<p>Land (Clause 1.1)</p> <p>[REDACTED]</p> <p>[REDACTED]</p>																																																							
Item 1A	<p>Premises (Clause 1.1)</p> <p>[REDACTED]</p> <p>[REDACTED]</p>																																																							
Item 2	<p>Commencing Date (Clause 1.1)</p> <p>[REDACTED]</p>																																																							
Item 3	<p>Terminating Date (Clause 1.1)</p> <p>[REDACTED]</p>																																																							
Item 4A	<p>Term (Clause 1.1)</p> <p>[REDACTED]</p> <p>[REDACTED]</p>																																																							
Item 4B	<p>Subsequent Lease period (Clause 18.1(a))</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>																																																							
Item 4C	<p>Prior Lease period (Clause 18.1(b))</p> <p>Not applicable</p>																																																							
Item 5A	<p>Annual Rent (Clauses 1.1, 4.1 and 6)</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <table border="1" data-bbox="363 1429 1366 1960"> <thead> <tr> <th data-bbox="363 1429 437 1514">[REDACTED]</th> <th data-bbox="437 1429 724 1514">[REDACTED]</th> <th data-bbox="724 1429 1027 1514">[REDACTED]</th> <th data-bbox="1027 1429 1171 1514">[REDACTED]</th> <th data-bbox="1171 1429 1366 1514">[REDACTED]</th> </tr> </thead> <tbody> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> <tr> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> <td>[REDACTED]</td> </tr> </tbody> </table>	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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Item 5B	<p>Review Factor (Clauses 1.1 and 6)</p> <p>[REDACTED]</p>																																																							
Item 6	<p>Notice (Clause 24)</p> <p>If to the Lessor:</p> <p style="padding-left: 40px;">Property & Revenue Sydney Trains 36-46 George Street Burwood NSW 2134 Attention: Associate Director Property & Revenue Email:</p> <p>If to the Lessee:</p> <p style="padding-left: 40px;">c/- JLL 242 Exhibition Street Melbourne VIC 3000 Attention: Property Management Director Email: [REDACTED]</p>																																																							

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[REDACTED]

Executed as a deed on

2019

Each attorney executing this Deed states that he or she has no notice of revocation or suspension of his or her power of attorney.

Executed for and on behalf of **Rail Corporation New South Wales** (ABN 59 325 778 353) by its authorised delegate in the presence of:

Witness Signature

Attorney Signature

Print Name

Print Name

Each attorney executing this Deed states that he or she has no notice of revocation or suspension of his or her power of attorney.

Signed Sealed and Delivered for **Telstra Corporation Limited** (ABN 33 051 775 556) by its attorney under power of attorney registered book [REDACTED] in the presence of:

Witness Signature

Attorney Signature

Print Name

Print Name

Print Address

Schedule 4 –Template form of Property Licence—Wi-Fi Equipment Licence

Rail Corporation New South Wales ABN 59 325 778 353

Telstra Corporation Limited ABN 33 051 775 556

Station Wi-Fi Licence

 NSW

Allens
Deutsche Bank Place
Corner Hunter and Phillip Streets
Sydney NSW 2000
T +61 2 9230 4000
F +61 2 9230 5333
www.allens.com.au

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This agreement is made on

2019

Parties

- 1 **Rail Corporation New South Wales** (ABN 59 325 778 353) of Level 20, 477 Pitt Street, Sydney NSW 2000 (*Licensor*); and
- 2 **Telstra Corporation Limited** (ABN 33 051 775 556) of Level 41, 242 Exhibition Street, Melbourne VIC 3000 (*Licensee*).

It is agreed as follows.

1 Definitions

1.1 In this Licence, unless the context otherwise requires:

Authorisations means any approvals, consent, exemption, filing, licence, notarisation, registration or waiver, however described, which are required by law or an Authority and any renewal or variation of any of them.

Authority includes the Commonwealth, the State, or any Federal, State or local Government Agency or administrative body or anybody exercising regulatory powers or other powers under Laws in respect of the Premises, services, heritage, environment, aviation or other activities, uses or transactions contemplated by this Licence which has jurisdiction or enforceable powers in the context of the relevant clause of this Licence.

Base CPI means the Consumer Price Index (All Groups) for Sydney last published immediately prior to the date being 12 months prior to the relevant Review Date.

Business Day means any day which is not a Saturday, Sunday or Public Holiday in New South Wales.

Carrier has the same meaning as given to it in the *Telecommunications Act 1997* (Cth) and includes a person entitled to operate a telecommunications base station or network under that Act pursuant to a nominated carrier declaration.

Commencing Date means the date specified in **Item 2** of the Reference Schedule.

Construction Project has the same meaning as given to it in the WH&S Regulations and is a project that involves Construction Work where the cost of the Construction Work is \$250,000 or more.

Construction Work has the same meaning as given to it in the WH&S Regulations and means any work carried out in connection with the construction, conversion, fitting-out, renovation, refurbishment, demolition, decommissioning or dismantling of a structure but does not include any of the following:

- (a) the manufacture of plant;
- (b) the prefabrication of elements, other than at a place specifically established for the Construction Work, for use in Construction Work;
- (c) the construction or assembly of a structure that once constructed or assembled is intended to be transported to another place;
- (d) testing, maintenance, replacement or repair work of a minor nature carried out in connection with a structure;
- (e) mining or the exploration for or extraction of minerals.

Contamination has the same meaning as given to it in the *Contaminated Land Management Act*

1997 (NSW).

Costs and Claims means any:

- (a) duty, liability or obligation to any person;
- (b) cost or expense;
- (c) loss or damage; and
- (d) claim, proceeding, legal demand, legal notice, legal order or other legal requirement.

Current CPI means the Consumer Price Index (All Groups) for Sydney last published immediately prior to the relevant Review Date.

Current Market Licence Fee means:

- (a) the current market licence value for the Premises as at the commencement date of each holding over period referred to in clause 16;
- (b) on the basis that the Premises are vacant and available for licensing by a willing but not anxious licensor to a willing but not anxious licensee for a term equal to the Term;
- (c) on the terms and conditions contained in this Licence;
- (d) on the basis that the Licensee's covenants and obligations have been fully performed;
- (e) without taking into account any improvements or fixtures erected or installed at the Licensee's expense which the Licensee is permitted or required to remove at the termination of the Licence;
- (f) having regard to the rental values of comparable premises; and
- (g) taking into account the Permitted Use, but disregarding the value to the Licensee of that use, or its continuation.

Dangerous Good has the same meaning as in the *Dangerous Goods Act 1975* (NSW).

Emergency Event means an actual or likely event or circumstance which arises and which may interfere with or threaten the use of the Premises or the Railway Premises by the Licensor for Railway Purposes and/or the continued and safe operation of the railway and Rail Infrastructure Facilities.

Funding Agreement means the funding agreement in respect of the Central Coast mobile coverage and station Wi-Fi project entered between Sydney Trains ABN 38 284 779 682 (as principal) and Telstra Corporation Limited ABN 33 051 775 556 (as contractor).

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

GST has the meaning in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Hazardous Material means material which, because it is toxic, corrosive, flammable, explosive or infectious or because it possesses some other dangerous characteristic, is potentially dangerous to the environment when stored or handled or any part of the environment is exposed to it.

High Risk Construction Work has the same meaning given to in the WH&S Regulations and is Construction Work that:

- (a) involves a risk of a person falling more than 2 metres;
- (b) is carried out on a telecommunications tower;
- (c) involves demolition of an element of a structure that is load-bearing or otherwise related to the physical integrity of the structure;
- (d) involves, or is likely to involve, the disturbance of asbestos;
- (e) involves structural alterations or repairs that require temporary support to prevent collapse;
- (f) is carried out in or near a confined space;
- (g) is carried out in or near:
 - (i) a shaft or trench with an excavated depth greater than 1.5 metres; or
 - (ii) a tunnel;
- (h) involves the use of explosives;
- (i) is carried out on or near pressurised gas distribution mains or piping;
- (j) is carried out on or near chemical, fuel or refrigerant lines;
- (k) is carried out on or near energised electrical installations or services;
- (l) is carried out in an area that may have a contaminated or flammable atmosphere;
- (m) involves tilt-up or precast concrete;
- (n) is carried out on, in or adjacent to a road, railway, shipping lane or other traffic corridor that is in use by traffic other than pedestrians;
- (o) is carried out in an area at a workplace in which there is any movement of powered mobile plant;
- (p) is carried out in an area in which there are artificial extremes of temperature;
- (q) is carried out in or near water or other liquid that involves a risk of drowning;
- (r) involves diving work; or
- (s) involves demolition work or asbestos removal work for which a licence is required under the WH&S Regulations.

Despite the above, **High Risk Construction Work** excludes any Transmission Configuration Works within the Premises.

Independent Valuer means the valuer appointed by the President or principal officer for the time being of the New South Wales Division of the Australian Property Institute, or their nominee.

Initial Licensee's Fixtures means the first items of plant and/or equipment of the Licensee that will be installed at the Premises which are identified in the plan in **Annexure D**.

Insolvency Event means, for a person, being in liquidation or provisional liquidation or under administration, having a controller (as defined in the *Corporations Act 2001* (Cth)) or analogous person appointed to it or any of its property, being taken under section 459F(1) of the *Corporations Act 2001* (Cth) to have failed to comply with a statutory demand, being unable to pay its debts or otherwise insolvent, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs for any reason, taking any step that could result in the person becoming an insolvent under administration (as defined in section 9 of the *Corporations Act 2001* (Cth)), entering into a compromise or arrangement with, or assignment for the benefit of any of its members or creditors, or any analogous event.

Laws means any present or future statutes, rules, regulations, proclamations, ordinances or by-laws present or future, or amendment, consolidation or replacement of them, whether federal, state or local.

Licence means this licence, the Reference Schedule and any annexure.

Licence Fee means the amount specified in **Item 5A** of the Reference Schedule.

Licensee's Fixtures means those items of plant and/or equipment of the Licensee, including the Initial Licensee's Fixtures (unless otherwise specified), all fixtures and fittings of the Licensee, equipment housing, masts, antennas, cables (telephone, fibre or any other type), pipes, wires, conduits, fencing, erections and other buildings and facilities constructed or to be constructed (in accordance with the terms and conditions of this Licence) by the Licensee upon the Premises and all other appliances, apparatus and things of whatsoever nature brought onto the Premises or the Licensor's Improvements by the Licensee.

Licensor's Improvements means the building or other structures upon or within which the Premises is situated.

NTU means network termination unit.

Permitted Use means the provision of Wi-Fi access to the commuting public at the Premises as is permitted by the Licensor under this Licence.

Premises means each of the locations described in **Item 1** of the Reference Schedule.

Rail Corridor means all land, leased, owned or occupied by the Licensor used in relation to the operation of the railway, and includes any easements or licences or any other legal or beneficial interest in land.

Rail Infrastructure Facilities has the same meaning as in the *Transport Administration Act 1988* (NSW) and includes rail infrastructure as that term is defined in the *Rail Safety Act 2008* (NSW).

Railway Legislation means the *Transport Administration Act 1988* (NSW), *Rail Safety Act 2008* (NSW) and any other legislation or regulation governing the Licensor's operations, including but not limited to the operation of railway passenger or freight services.

Railway Premises means all or any part of the land owned or used by the Licensor for Railway Purposes together with all improvements from time to time on the land or for any other purpose and includes but is not limited to:

- (a) the Rail Corridor;
- (b) any Rail Infrastructure Facilities;
- (c) all underground and overhead passages which join the Licensor's Improvements to any other land; and
- (d) all plant, machinery, fittings, equipment, conveniences and amenities owned, leased or controlled by the Licensor, including but not limited to all railway track, railway stations, tunnels, civil works, associated track structures, over track structures, signalling systems, train control systems, communication systems, equipment, nodes, conduits, ducting, cable, cable support structures and other plant, equipment, buildings or facilities owned, leased or used by the Licensor.

Railway Purposes means any action or activity undertaken or required to be undertaken by the Licensor, in its absolute discretion, under the Railway Legislation for the use, control, safe operation, management, maintenance or repair of any railway infrastructure, facility or service, the Licensor's Property and the Rail Infrastructure Facilities.

Reference Schedule means the schedule which is annexed to this Licence.

Related Body Corporate means a related body corporate or an associated entity as each of those terms is used under the *Corporations Act 2001* (Cth).

Review Date means [REDACTED].

Review Factor means the percentage set out at **Item 5B** of the Reference Schedule.

Services means any services provided to the Premises or the Railway Premises by a Government Agency, service provider or the Licensor (for example drainage, power, fire and emergency services, garbage, sewerage, trade waste and water) and the pipes, wires and other means of providing those services to the Premises or the Railway Premises.

SWMS means a safe work method statement that has the same meaning given to it in the WH&S Regulations which:

- (a) describes how High Risk Construction Works associated with the Permitted Use is to be carried out;
- (b) identifies the work that is High Risk Construction Work;
- (c) specifies hazards relating to the High Risk Construction Work and risks to health and safety associated with those hazards;
- (d) describes the measures to be implemented to control the risks;
- (e) describes how the control measures are to be implemented, monitored and reviewed;
- (f) is prepared taking into account all relevant matters, including:
 - (i) circumstances at the workplace that may affect the way in which the High Risk Construction Work is carried out; and
 - (ii) if the High Risk Construction Work is carried out in connection with a Construction Project – the WH&S management plan that has been prepared for the workplace; and
- (g) be set out and expressed in a way that is readily accessible and understandable to persons who use it.

Term means the term specified in **Item 4** of the Reference Schedule.

Terminating Date means the date specified in **Item 3** of the Reference Schedule.

Third Party Operator means an entity which has entered into a commercial agreement with the Licensor to operate trains in the Rail Corridor.

Track Possession means authority granted by the Licensor to the Licensee which closes, alters the operation of, or occupy a defined portion of the Railway Corridor for a specified period of time.

Transmission Configuration Works means the repair, replacement, modification or augmentation of the Licensee's transmission components on any poles, towers or structure that it owns or occupies within the Premises.

WH&S means work health and safety.

WH&S Act means the *Work Health and Safety Act 2011* (Cth).

WH&S Regulation means the *Work Health and Safety Regulations 2011* (Cth).

WH&S Management Plan has the same meaning given to it in the WH&S Regulations and means a plan which must include:

- (a) the names, positions and health and safety responsibilities of all persons at the workplace whose positions or roles involve specific health and safety responsibilities in connection with the project;

- (b) the arrangements in place, between any persons conducting a business or undertaking at the workplace where the Construction Project is being undertaken, for consultation, co-operation and the co-ordination of activities in relation to compliance with their duties under the WH&S Act and Regulations;
- (c) the arrangements in place for managing any work health and safety incidents that occur;
- (d) any site specific health and safety rules, and the arrangements for ensuring that all persons at the workplace are informed of these rules; and
- (e) the arrangements for the collection and any assessment, monitoring and review of safe work method statements at the workplace.

1.2 Except where the context otherwise requires a reference in this Licence to:

- (a) statutes, regulations, ordinances or by-laws will be deemed for all purposes to be extended to include a reference to all statutes, regulations, ordinances or by-laws amending consolidating or replacing the same from time to time;
- (b) the singular number includes a reference to the plural number and vice versa;
- (c) a reference to *includes* or *including* means includes, without limitation or including, without limitation, respectively;
- (d) any gender includes a reference to the other genders and each of them;
- (e) any parties, persons, facts, events or documents alternatively or collectively must be construed as a reference to all of them and to each and any one or more of them;
- (f) any person (including the Licensor and the Licensee) includes the legal personal representatives, successors in title or assigns of such person as the context may require;
- (g) a company or a corporation includes a person and vice versa;
- (h) a clause number means a reference to the respective clauses of this Licence;
- (i) any organisations, associations, societies, groups or bodies will, 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 powers or functions;
- (j) a reference to the Licensee or the Licensor includes reference to each of that party's employees, officers, contractors, agents, service suppliers, licensees, invitees and those persons who are at any material time under the control of and upon the land on which the Licensor's Improvements are constructed with the consent of that party; and
- (k) a period of days is inclusive of public holidays and weekends and a period of months is a reference to calendar months.

1.3 Marginal notes and headings where used in this Licence are only for the purpose of identification and are not to be considered in the interpretation of the provisions of this Licence.

1.4 Unless the context requires otherwise, words and phrases used in this Licence that have a specific meaning in the GST Law will have the same meaning in this Licence.

1.5 Where any party to this Licence is comprised of more than one person all and any covenants agreements conditions and obligations expressed in or implied by this Licence binds all of such persons jointly and each of them severally.

- 1.6 Any covenant (whether express or implied) by a party to this Licence not to do or omit any act or thing to extend to an obligation not to permit any third party to do or to omit the same.
- 1.7 If any covenant agreement or other provision of this Licence or its application to any party or in any circumstances is or becomes unenforceable or invalid or its operation is or becomes excluded by operation of law or otherwise then and in any such eventuality the remaining covenants agreements and provisions of this Licence will not be affected thereby but remains in full force and effect and is valid and enforceable to the fullest extent permitted by Law.
- 1.8 This Licence is without prejudice to any right power or (except as provided in clause 1.9) obligation of the Licensee pursuant to or arising under the *Telecommunications Act 1997* (Cth), any statute, ordinance or regulation promulgated thereunder or replacement thereof.
- 1.9 To the extent that an activity is permitted to be undertaken pursuant to this Licence, provided that the Licensee duly complies with its obligations under this Licence in relation to the carrying out of that activity, the Licensor will not require to receive notice of that activity as may otherwise have been required under Schedule 3 of the *Telecommunications Act 1997* (Cth) (unless the installation of the Licensee's Fixtures requires a development application in which case this clause 1.9 does not apply).

2 Permitted Use

- 2.1 The Licensor licenses the Premises to the Licensee for the Term for the Permitted Use only.
- 2.2 The Licensee acknowledges and agrees:
- (a) to accept the Premises in its current condition and subject to any possible existing Contamination except that the Licensee will not be required to remedy any Contamination existing at the Premises as at the Commencing Date except to the extent that the Licensee has caused or contributed to any Contamination (including by disturbance to, or exacerbating, any existing Contamination) at the Premises; and
 - (b) that the Licensee has made its own investigations and enquiries in relation to the Premises as to its suitability for the Permitted Use.

3 Payment of Licence Fee

- 3.1 The Licensee must pay the Licence Fee yearly in advance on or before the Commencing Date and each anniversary of the Commencing Date.
- 3.2 The Licence Fee must be paid by electronic funds transfer from the bank account of the Licensee to an account directed by the Licensor from time to time or such other manner as the Licensor may nominate provided that written notice of any such nomination is received by the Licensee not less than 20 Business Days prior to the date upon which the Licence Fee is payable.

4 GST

- 4.1 **(Recovery of GST)** If GST is payable, or notionally payable, on a Supply made under or in connection with this Licence, the party providing the consideration for that Supply must pay as additional consideration an amount equal to the amount of GST payable, or notionally payable, on that Supply (**GST Amount**). Subject to the prior receipt of a Tax Invoice, the GST Amount is payable at the same time that the other consideration for the Supply is provided. If a Tax Invoice is not received prior to the provision of that other consideration, the GST Amount is payable within 30 days of the receipt of a Tax Invoice. This clause 4 does not apply to the extent that the

consideration for the Supply is expressly stated to be GST inclusive or the Supply is subject to reverse charge.

- 4.2 **(Liability net of GST)** Where any indemnity, reimbursement or similar payment under this Licence is based on any cost, expense or other liability, it shall be reduced by any Input Tax Credit entitlement, or notional Input Tax Credit entitlement, in relation to the relevant cost, expense or other liability.
- 4.3 **(Adjustment events)** If an adjustment event occurs in relation to a Supply made under or in connection with this Licence, the GST Amount will be recalculated to reflect that adjustment and an appropriate payment will be made between the parties.
- 4.4 **(Survival)** This clause 4 will not merge upon completion and will continue to apply after expiration or termination of this Licence.

5 Licence Fee Reviews

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6 Rates, Taxes and Electricity Costs

- 6.1 The parties acknowledge and agree that the Licensee's electricity costs for the Premises and the Licensee's Fixtures are in addition to the Licence Fee (unless otherwise agreed between the parties).
- 6.2 The Licensee must install separate metering for the electricity to the Premises and the Licensee's Fixtures if the Licensee is reasonably able and permitted by any relevant Authority to do so. The Licensee will bear the cost of separate metering and must pay to the suppliers all charges for the separately metered electricity that is consumed or used by the Licensee.
- 6.3 In the event that:
- (a) the Licensee acting reasonably, is unable to install separate metering under clause 6.2; or
 - (b) the Licensor provides electricity services to the Licensee for the Premises and the Licensee's Fixtures,

then the Licensor must allow the Licensee to install (at its own cost) a private check meter. The Licensee must reimburse the Licensor for the electricity that is consumed or used by the Licensee on presentation of a tax invoice from the Licensor.

7 Licensor's Rights

- 7.1 Subject to clauses 7.2 and 7.3, the Licensor reserves its rights to access the Premises (including any part of the Premises which is located below ground level) together with all necessary workmen and equipment at all reasonable times, if it gives the Licensee reasonable notice, to:
- (a) determine the condition of the Premises or whether the Licensee is complying with this Licence;
 - (b) exercise its rights under any provision of this Licence;
 - (c) carry out any work to the Premises, the Services or any adjacent property, including work for:
 - (i) the purpose of installing any new Services for Railway Purposes;

- (ii) the purpose of repairing, maintaining or replacing any Services which are used for Railway Purposes; or
 - (iii) any other reason;
 - (d) enable it to comply with any Law or any notice from any Authority affecting the Premises; and
 - (e) do anything for Railway Purposes or to avoid or rectify an Emergency Event.
- 7.2 When exercising its rights under clause 7.1, the Licensor:
- (a) must take all necessary steps to minimise any disruption to the Licensee or the Licensee's Fixtures; and
 - (b) is not required to give reasonable notice or enter at a reasonable time in the case of an Emergency Event.
- 7.3 In addition to the Licensor's rights under clause 7.1, the Licensor may enter upon the Premises with or without workmen at all reasonable times (making good any damage thereby done to the Premises) and after reasonable prior notice to the Licensee and always accompanied by a representative of the Licensee (except where a representative is not required by the Licensee or in the case of an Emergency Event in which the safety of persons or property is at risk) for the purpose of inspecting repairing altering or renewing any such pipes, mains, wires, flues and drains reserved to the Licensor as aforesaid or of adding any others thereto or to undertake any activity required under the Railway Legislation.
- 7.4 In the case of an Emergency Event the Licensor may call upon appropriate emergency services for assistance and the Licensee will not hold the Licensor responsible if such emergency services force entry into the Premises. The Premises must have clearly marked signage with the name of the Licensee and the current phone number (24 hours) to be called in the case of an Emergency Event. The Licensee may place additional signage notifying contractors and other parties of the presence of the Licensee's Fixtures and the Licensee's contact details.
- 8 No Interference**
- 8.1 The Licensor acknowledges that the Permitted Use relies upon the transmission and reception of radiofrequency emissions which may suffer interference from structures or facilities constructed in proximity to the Premises. The Licensee has satisfied itself that as at the Commencing Date the Premises are satisfactory for the Permitted Use.
- 8.2 The Licensor must not knowingly permit the erection of any structure on, above, below or immediately adjacent to the Premises or the Licensor's Improvements which may cause physical or radio interference with the Permitted Use of the Premises by the Licensee.
- 8.3 Despite clause 8.2, if in the normal conduct of the Licensor's railway operations the Licensor proposes to erect any structure on, above, below or immediately adjacent to the Premises or the Licensor's Improvements which is likely to cause physical or radio interference with the Permitted Use, then the Licensor must give at least 180 days' notice in writing to the Licensor of its proposal.
- 8.4 The Licensee acknowledges:
- (a) the existence of electrical direct currents within the Rail Corridor;
 - (b) the existence of noise and vibration emanating from the Rail Corridor; and

- (c) the possibility of increases in electrical currents within, and noise and vibration emanating from, the Rail Corridor due to additional railway facilities or Rail Infrastructure Facilities being installed in the Rail Corridor at any time.

The Licensee agrees that it must take adequate precautions to protect the Licensee and the Licensee's Fixtures from the effects referred to in this clause 8.4.

9 Insurance

9.1 The Licensee will at all times during the Term maintain with an independent and reputable insurer the following insurances in connection with the Licensee's Fixtures for the duration of the Terms (including any extension or renewal of the Term or any holding over):

- (a) public liability insurance for at least [REDACTED] which includes the Licensor as an insured;
- (b) workers' compensation insurance policy or registrations as required by law to fully insure liability of the Licensee under statute to all workers who work in or around the Premises for the Licensee; and
- (c) unless the Licensee self insures in respect to its property, property insurance which covers loss of or damage to any property installed on the Premises owned by or in the care, custody or control of the Licensee as a result of all insurable risks which a prudent insured with a risk profile similar to that of the Licensee would maintain acting on the advice of a reputable broker, for the full replacement value.

9.2 If requested in writing by the Licensor (but no more than once per year during the Term), the Licensee must, within a reasonable time, provide the Licensor with a copy of the certificates of currency (for all insurances) evidencing the insurances effected and maintained, or caused to be effected or maintained, in compliance with clause 9.1.

9.3 For so long as Telstra Corporation Limited (ACN 051 775 556) is the Licensee, the Licensor acknowledges that the Licensee:

- (a) [REDACTED]
- (b) holds (and must at all relevant times continue to hold) a licence pursuant to the *Safety, Rehabilitation and Compensation Act 1998* (Cth).

9.4 The Licensee must not do anything (as notified by the Licensor) which may:

- (a) affect the Licensor's rights under any insurance policy; or
- (b) increase an insurance premium payable taken out by the Licensor.

The Licensee must pay any increase in the premium payable on any insurance taken out by the Licensor on account of extra risk caused by the Licensee's use or occupation of the Premises provided the Licensor's insurer provides evidence that the increased premium payable is as a direct result of the Licensee's use or occupation of the Premises.

10 Licensee's Indemnity and Warranty

10.1 Indemnity

[REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

10.2 Proportionate liability

Any liability that the Licensee may have to the Licensor, its officers, employees, contractors, representatives or agents pursuant to clause 10.1 will be reduced proportionately to the extent that such liability was attributable to the negligent act or omission of the Licensor or its officers, employees, contractors, representatives or agents.

10.3 EMF Indemnity

■ [REDACTED]

■ [REDACTED]

10.4 Continuing indemnity

Each warranty and indemnity of the Licensee contained in this Licence is a:

- (a) continuing obligation of the Licensee and remains in full force and effect after the termination of this Licence; and
- (b) separate and independent obligation of the Licensee.

11 Licensee's Rights and Obligations

11.1 Subject to the specified rights of the Licensor and if the Licensee complies with the Licensee's obligations under this Licence, then the Licensee may hold and occupy the Premises without interruption by the Licensor or anyone claiming through the Licensor.

11.2 The Licensee is granted a licence in respect of the areas indicated on the drawing forming **Annexure C** to lay and use cables over, under and within the Premises and repair, replace, renew, alter, maintain and upgrade these cables for the Permitted Use.

- 11.3 The Licensee must do the following during the Term and when installing, repairing, maintaining, upgrading or removing the Licensee's Fixtures or when it is otherwise in or around the Railway Premises, as applicable:
- (a) **(as-built drawings)** when the Licensee has installed the Initial Licensee's Fixtures, must provide the Licensor with a copy of the as-built drawings, final occupation certificate and any other documentation the Licensor reasonably requires in respect of the completed installation;
 - (b) **(Permitted Use)** use the Licensee's Fixtures for the Permitted Use and must not carry out or permit the carrying out of any activity which causes or may cause any interference or damage or which may impact on the continued safe operation of the Railway Premises;
 - (c) **(access)** if the Licensee requires access to the Railway Premises or the Premises to install, repair, maintain, upgrade or remove the Licensee's Fixtures, the Licensee must comply with clause 11.5;
 - (d) **(safe manner)** operate the Licensee's Fixtures:
 - (i) in a safe manner in accordance with Australian Radiation Protection Standard Maximum Exposure Levels to Radiofrequency Fields 3kHz to 300 GHz: Radiation Protection Series No. 3 or such other standard as may from time to time be compiled in replacement of that standard; and
 - (ii) within the Licensee's specified licensed radio frequency spectrum (as approved by the *Australian Communications and Media Authority*), so as to not cause any interference, disturbance, damage or loss to the Licensor or any other occupant who has an interest in the land upon which the Premises is situated or to their equipment including their transmission rights or transmission capabilities;
 - (e) **(consents)** at its cost, obtain and comply with the terms of all consents required from any Authority that are necessary to lawfully install the Licensee's Fixtures and carry on the Permitted Use in the Premises and/or to carry out any additions or alterations approved by the Licensor in accordance with this Licence. If requested by the Licensor, the Licensee must promptly provide a copy of any such consents;
 - (f) **(compliance with all Laws and the requirements of all Authorities)** at its cost, comply with all applicable Laws and the enforceable requirements of all Government Agencies in connection with the Premises, the Permitted Use, the Licensee's Fixtures and any work carried out by the Licensee under this Licence (including installation of the Licensee's Fixtures), including but not limited to Laws in relation to WH&S and telecommunications;
 - (g) **(comply with Authorisations)** obtain, maintain and comply with all applicable Authorisations;
 - (h) **(comply with policies and procedures)** comply at all times with any policies and procedures of the Licensor notified by the Licensor to the Licensee from time to time, in relation to rail safety, access to and occupation of the Railway Premises and WH&S;
 - (i) **(security)** comply with the Licensor's directions regarding security of the Premises and the Licensee's Fixtures. The Licensee has the sole responsibility for security of the Premises and the Licensee's Fixtures and the Licensee must not rely on the Licensor in keeping any part of the Railway Premises secure;
 - (j) **(rail industry safety induction)** ensure that all employees, contractors and agents of the Licensee entering onto the Premises have completed a Rail Industry Safety Induction (RISI), being the minimum certification that the Licensor requires an individual to hold in

order to gain physical access to the railway tracks within the Railway Infrastructure Facilities;

- (k) **(notification)** immediately give the Licensor notice of:
 - (i) any damage to or defect in the Railway Premises or any Service provided by the Licensor, any infectious diseases or pests on the Railway Premises;
 - (ii) any notice from an Authority having enforceable jurisdiction in relation to any relevant activity of the Licensee; and
 - (iii) any circumstances likely to cause any such damage or defect in the Railway Premises or any Services provided by the Licensor of which the Licensee is aware;
- (l) **(induction)** if the Licensor requires, attend from time to time, any induction course or training session relating to the Railway Premises, the safe operation of the Railway by the Licensor or any matter relating to the Railway Legislation;
- (m) **(separate rates)** pay on time any rates, taxes or other charges payable to an Authority exclusively in respect of the Premises (or the Licensee's occupancy or use of the Premises); and
- (n) **(list of Licensee's agents)** promptly, when requested by the Licensor, give the Licensor a list of any agent, employee, licensee, contractor and invitee of the Licensee who have been provided with a key or other access authority in respect of the Premises.

11.4 Licensee's obligations regarding the Licensee's Fixtures

The Licensee must, in relation to the Licensee's Fixtures:

- (a) **(use)** use the Licensee's Fixtures for legal purposes only;
- (b) **(frequency approval)** obtain the written consent of the Licensor (which must not be unreasonably withheld) and any appropriate Authority to all frequencies and other requirements related to radiocommunication transmission or the provision of telecommunication services used on the Premises;
- (c) **(maintain the Licensee's Fixtures)** maintain the Licensee's Fixtures and the Premises in a good and safe state of repair;
- (d) **(competency)** install, use, repair, maintain, upgrade and remove the Licensee's Fixtures in a workmanlike and competent manner;
- (e) **(contractors)** engage and use only professional and expert contractors approved by the Licensor, who must not unreasonably refuse its approval;
- (f) **(repair damage)** immediately repair to the Licensor's satisfaction any damage directly or indirectly caused to the Railway Premises by the repair, maintenance, upgrade or removal of the Licensee's Fixtures or by the Licensee's Fixtures' presence on the Premises;
- (g) **(Licensee's Fixtures affixed)** ensure that the Licensee's Fixtures are always securely affixed to the Premises with no risk of any part of the Licensee's Fixtures falling on to the Railway Premises;
- (h) **(no danger)** ensure that no person or property (of the Licensor or any other person) is endangered by the Licensee's Fixtures;
- (i) **(removal of rubbish)** remove from the Premises all rubbish and debris resulting from the installation, repair, maintenance, upgrade or removal of the Licensee's Fixtures; and

- (j) **(monitoring)** ensure that electromagnetic radiation emanating from the Licensee's Fixtures remains at or below appropriate and safe standards.

11.5 Access to the Premises to install, repair, maintain, upgrade or remove the Licensee's Fixtures

- (a) Subject to clause 13.2, if the Licensee requires access to the Premises to carry out any Transmission Configuration Works comprising the installation of additional antenna on the pole, tower or structure, then before doing so the Licensee must satisfy the Licensor that the work will not affect the structural integrity of that pole, tower or structure.
- (b) The Licensee has access to and from the Premises and the Licensee's Fixtures at all times with or without all necessary vehicles, equipment and workman if such access is required to the Premises and the Licensee's Fixtures to carry out work that does not constitute High Risk Construction Work or work within the Rail Corridor.
- (c) For the installation of the Initial Licensee's Fixtures and if access is required to the Premises and the Licensee's Fixtures to carry out work that does constitute High Risk Construction Work or work within the Rail Corridor, then the Licensee must:
 - (i) **(approval)** submit an access application to the Licensor's Engineering Maintenance Interface (or if that body ceases to exist, the entity replacing that body) for approval and obtain all necessary consents in accordance with 11.3(e);
 - (ii) **(plans and specifications)** give the Licensor detailed plans and specifications showing the location, design and lay-out of the Licensee's Fixtures and the proposed materials to be used, and any other information reasonably required by the Licensor, in respect of the installation, repair, maintenance, upgrade or removal of the Licensee's Fixtures;
 - (iii) **(Licensor's consent)** obtain the Licensor's written consent (which must not be unreasonably withheld) to:
 - (A) the plans and specifications given to it under clause 11.5(c)(ii);
 - (B) the contractors that the Licensee intends to use to install, repair, maintain, upgrade or remove the Licensee's Fixtures; and
 - (iv) **(explosive power tools)** ensure that explosive power tools are not used for the purpose of securing any material to any prestressed concrete components of any building, structure, fixture or improvement erected, placed or made upon the Premises and the Licensee must, if reasonably required by the Licensor, erect prohibiting notices to that effect;
 - (v) **(timing)** start and complete the installation, repair, maintenance, upgrade or removal of the Licensee's Fixtures as soon as practicable after the Licensor approves the plans and specifications given to it under clause 11.5(c)(ii);
 - (vi) **(completion)** ensure that completion of the installation, repair, maintenance, upgrade or removal of the Licensee's Fixtures is in accordance with the plans and specifications approved by the Licensor;
 - (vii) **(notice of completion)** notify the Licensor immediately on completion of the installation, repair, maintenance, upgrade or removal of the Licensee's Fixtures; and

(viii) **(insurance):**

- (A) ensure that it keeps in effect a public liability policy of insurance with a limit of not less than [REDACTED] which includes the Licensor as an insured and otherwise complies with clause 9.1; and
 - (B) if requested in writing by the Licensor, provide the Licensor with a certificate of currency confirming the insurance required under this clause 11.5(c)(viii), such request not to be made more than once a year during the Term.
- (d) The Licensor's Engineering Maintenance Interface must respond to the application made under clause 11.5(c)(i), notifying when access may be taken and for what duration, as soon as practicable (and in any event not more than 10 Business Days) after receipt of that application. The Licensor must ensure that access is granted to the Licensee in the same manner and with the same priority as it grants access to its own employees and contractors for maintenance or repair of the Railway Premises for Railway Purposes. The Licensee must reimburse the Licensor for the reasonable costs incurred by the Licensor in considering and reviewing the application and any plans and specifications and if applicable for any other costs incurred to enable the Licensee's work to be carried out.
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

11.6 General prohibitions on Licensee

The Licensee must not, except as permitted under this Licence:

- (a) **(no damage)** put anything which is likely to cause obstruction or damage down any drain;
- (b) **(no advertising)** conduct any advertising in or in the vicinity of the Premises so that it can be seen from outside the Premises without the consent of the Licensor;
- (c) **(dangerous substances)** store or use flammable, toxic, explosive or dangerous substances, whether solid, liquid or gaseous, on the Railway Premises, including but not limited to Hazardous Materials and Dangerous Goods;
- (d) **(overloading)** bring onto the Railway Premises any equipment or article which does or could, in the Licensor's reasonably formed opinion, overload or damage the Railway Premises or disturb the efficient operation of any Service;
- (e) **(Services)** overload, modify or obstruct the Services provided to the Premises or the Railway Premises, or use them for other than their intended purpose;
- (f) **(alteration of Licensor's property)** other than in accordance with the consent of the Licensor (which may be given or withheld in the Licensor's absolute discretion), alter the Licensor's property or use the Licensor's property for anything other than its intended use;
- (g) **(alteration of the Premises)** subject to clause 11.5, make any alterations or additions to the Premises (except within the equipment shelter or room) without the Licensor's consent (which must not be unreasonably withheld);
- (h) **(no interference)** in relation to the Permitted Use or the Licensee's Fixtures:
 - (i) obstruct or interfere with the use of the Premises, the Rail Infrastructure Facilities or the Railway Premises by the Licensor, Third Party Operators or other occupier of the land on which the Premises are located; or

- (ii) annoy, disturb or offend the owner or occupier of neighbouring land;
- (i) **(no obstruction)** obstruct any air or light from entering any part of the Railway Premises through any shaft or opening, and must not obstruct any air vent, duct or skylight in the Railway Premises or any emergency exit;
- (j) **(smoking)** smoke in any part of the Premises;
- (k) **(no Contamination)** cause to the Premises or the adjacent land any Contamination or further Contamination;
- (l) **(Licensor's interest)** do anything which could prejudice the Licensor's interest in the Premises or the Railway Premises;
- (m) **(access to railway tracks)** enter, access or place any item on or near any railway tracks situated in the Railway Premises; and
- (n) **(no activity to cause signal failure)** carry out or allow the carrying out of any activity which may give rise to or cause a failure of any railway signalling instruments or which may cause any Rail Infrastructure Facility to fail to operate or to malfunction for any period of time.

11.7 Cost and risk of Licensee's obligations

- (a) If the Licensee is obliged to do anything under this Licence, it must do so at its cost and at its risk.
- (b) Where the Licensee requires access to, or needs to carry out work within the Rail Corridor, the Licensee must pay any cost incurred by the Licensor in connection with that access or work including any reasonable costs of the Licensor in respect of the supervision of work, the provision of engineers, watchmen, flagmen and other technical or safe working staff and provision of advice in relation to the Licensee's use of the Premises.
- (c) If the Licensee changes the Licensee's Fixtures or their operation after the Commencing Date and as a result of that change the Licensor is reasonably required to undertake works to restore the operation of electricity or other services to the Railway Premises to their manner of operation before that change, then the Licensee must pay all costs of those works (including but not limited to associated costs such as investigation and engineering costs).

11.8 Emergency Events

- (a) If the Licensee becomes aware of an Emergency Event occurring at any time, the Licensee must:
 - (i) immediately inform the Licensor of the Emergency Event;
 - (ii) to the extent that the Licensee is responsible for the rectification of the Emergency Event, keep the Licensor informed in respect of the Emergency Event; and
 - (iii) provide the Licensor with sufficient information to enable the Licensor to assess the nature of the Emergency Event and the likely effect of the Emergency Event.
- (b) The Licensee must co-operate with the Licensor and assist the Licensor to take such action as the Licensor directs is necessary to avert any danger or minimise or remove the risk or adverse impact of the Emergency Event, including ceasing or suspending the Permitted Use for a specified period of time (as notified by the Licensor), and the Licensee must immediately comply with such direction.

- (c) If an Emergency Event is caused by a default by the Licensee of its obligations under this Licence, upon notification by the Licensor specifying the default, the Licensee must immediately cease the operation of the Licensee's Fixtures until such time as the default causing the Emergency Event is rectified to the Licensor's satisfaction. The Licensee acknowledges that the Licensor may terminate this Licence in accordance with clause 20.2 as a result of the Licensee's default.

12 Track Possession

12.1 Requirement for Track Possession

The Licensee acknowledges and agrees that a Track Possession may be required each time the Licensee requires access to the Premises to undertake the works required to install and maintain the Licensee's Fixtures and other necessary works as required under this Licence, comply with an obligation under this Licence or exercise any right in connection with this Licence.

12.2 Track Possession timetable

If one or more Track Possession is required:

- (a) the Licensor will provide to the Licensee an indicative Track Possession timetable for the relevant period;
- (b) the Licensor and the Licensee will meet and agree an available date or dates from that timetable; and
- (c) the Licensor may require any party (including the Licensee and its employees, contractors and agents) which requires access to the Railway Corridor to enter into an access arrangement (determined by the Licensor in its absolute discretion).

12.3 Acknowledgement

The Licensee acknowledges and agrees that:

- (a) its access to the Railway Corridor during a Track Possession is subject to the other terms of this Licence;
- (b) the Licensor will not guarantee any date agreed for a Track Possession as fixed;
- (c) the Licensor may change the date for a Track Possession on short notice;
- (d) the Licensor may provide Third Party Operations and other persons with access to the Railway Corridor during the Track Possession (including for the performance of works in the Premises);
- (e) during any Track Possession the Licensor's protocol, rules and procedures for safety management when working in the Railway Corridor (as amended from time to time) will apply; and
- (f) the Licensee must reimburse the Licensor for the Licensor's Cost incurred by the Licensor in relation to providing the Licensee with a Track Possession which is not scheduled in the Licensor's major closedowns and weekend possession program.

12.4 Release and indemnity

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



13 Work Health and Safety

13.1 Compliance with WH&S Act and WH&S Regulation

Despite any other provision in this Licence, to the extent that it is required at law to do so, the Licensee must at all times comply with the WH&S Act and WH&S Regulation and must provide to the Licensor upon request evidence that the Licensee is complying with the WH&S Act and WH&S Regulation, when required by the Licensor.

13.2 High Risk Construction Works and installation of Initial Licensee's Fixtures

- (a) In addition to any other obligation under this Licence, when installing the Initial Licensee's Fixtures, if at any time the Licensee intends to carry out works on the Premises which impacts on the Rail Corridor and which constitutes a Construction Project comprising High Risk Construction Work, the Licensee must ensure that:
- (i) before any such work commences, the principal contractor it appoints to carry out the works prepares a site specific WH&S Management Plan which complies with the WH&S Act and WH&S Regulation;
 - (ii) the Licensor is provided with a copy of the WH&S Management Plan prior to the works commencing;
 - (iii) the WH&S Management Plan is maintained and kept current during the course of the work;
 - (iv) the principal contractor is directed to maintain, review and comply with:
 - (A) any relevant SWMS attached to the WH&S Management Plan;
 - (B) the requirements of the WH&S Act and the WH&S Regulation including any requirements associated with sub-contractors;
 - (v) the activities of the principal contractor are monitored to the extent necessary to determine whether the principal contractor is complying with the matters set out in clause 13.3(a)(iv);
 - (vi) if the principal contractor is not complying with the matters set out in clause 13.3(a)(iv), the principal contractor is directed to take action immediately to comply with those requirements; and
 - (vii) if a risk to health or safety of a person arises because of any non-compliance by the principal contractor, the principal contractor is directed to stop work immediately and not to resume work until the SWMS or those requirements, or both, are complied with (unless an immediate cessation of work is likely to increase the risk, in which event the principal contractor must be directed to stop work as soon as it is safe to do so).
- (b) In this clause 'principal contractor' has the meaning attributed to those words by the WH&S Regulation.

13.3 Licensee carrying out relevant work

- (a) If the Licensee is conducting any work referred to in clause 13.2, the Licensee must:
- (i) prior to the works commencing, undertake an assessment of the risks associated with the works to determine whether the works constitute High Risk Construction Work and, if so prepare a SWMS;
 - (ii) maintain and keep current the SWMS;
 - (iii) ensure that the work is carried out in accordance with the SWMS; and
 - (iv) if a risk to the health and safety of a person arises because of non-compliance with the SWMS, ensure that work is stopped immediately and not resumed until the SWMS is complied with (unless an immediate cessation of work is likely to increase the risk to health and safety, in which event the work must be stopped as soon as it is safe to do so).
- (b) The Licensee must ensure that a copy of the WH&S Management Plan is available for inspection during the period in which the Construction Project is carried out by the following people:
- (i) the Licensor;
 - (ii) any person working at the Premises or about to commence work at the Premises;
 - (iii) any employee member of an WH&S committee;
 - (iv) any WH&S representative; and
 - (v) any person elected by the persons employed at the Premises to represent a group of employees on health and safety matters.

14 Licensee's Fixtures and Make Good

- 14.1 The Licensee's Fixtures are and remain the property of the Licensee during the Term even if that any part or parts thereof may be or become affixed to the Premises.
- 14.2 Upon expiry or any sooner termination of this Licence (whether under clause 20 or otherwise), the Licensee must not, unless otherwise agreed with the Licensor, remove the Licensee's Fixtures, title to which is transferred to and vests in the Licensor for \$1.00 (if demanded). The Licensee must:
- (a) disconnect the Licensee's Fixtures from any connection to any Services provided to the Premises (for example, drainage, power, fire and emergency services, garbage, sewerage, trade waste and water), remove any routers and NTUs which are considered boundary devices and terminate and make safe those connections;
 - (b) promptly vacate the Premises and leave them in a condition consistent with the Licensee's performance of its obligations under this Licence to maintain and repair the Premises;
 - (c) remove any signs, advertisements, notices or hoardings erected or painted by it on the Premises;
 - (d) hand over all keys and opening devices provided by the Licensor to the Premises, including security access devices; and
 - (e) make good to the reasonable satisfaction of the Licensor, at the Licensee's cost and expense, any damage caused to the Premises in the course of complying with this clause.

- 14.3 Where necessary to remove the Licensee's Fixtures and/or perform any remedial works under clause 14.2, the Licensor will (notwithstanding the termination or expiry of the Licence) permit the Licensee to access the Premises on terms which are reasonably similar to those in this Licence and during such period, the Licensee must continue to pay the Licence Fee.
- 14.4 Without limiting its other rights under this Licence, if the Licensee fails to carry out any of the obligations set out in clause 14.2 within a reasonable period of time or within the period specified by the Licensor, having regard to the access granted by the Licensor under clause 14.3 the Licensor may, at the Licensee's cost after providing reasonable notice of its intention to do so, do any one or more of the following:
- (a) **(dismantle)** dismantle and remove the Licensee's Fixtures from the Premises;
 - (b) **(repair)** repair any damage to the Premises resulting from the dismantling and removal of the Licensee's Fixtures;
 - (c) **(storage)** store the Licensee's Fixtures at the Licensee's risk; and
 - (d) **(disposal)** if the Licensee does not claim the Licensee's Fixtures within one (1) month of the expiry termination of this Licence, the Licensee's Fixtures are regarded as abandoned by the Licensee and become the property of the Licensor, and the Licensor may sell or otherwise dispose of the Licensee's Fixtures, and keep the proceeds of the disposal.

15 Costs

15.1

[REDACTED]

15.2

[REDACTED]

16 Holding Over

- 16.1 If the Licensor permits the Licensee to continue to occupy the Premises beyond the Terminating Date otherwise than pursuant to the grant of a subsequent licence in accordance with clauses 17.1 and 17.2, the Licensee does so as a monthly licensee only, at a licence fee payable monthly in advance (determined in accordance with clause 18) and otherwise on the same terms and conditions as this Licence.
- 16.2 The licence so created is determinable at any time by either party by 1 month's prior written notice (unless a shorter notice period is agreed by the Licensor and Licensee in writing) given to the other party to expire on any date.

17 De-scope

- 17.1 Prior to the expiry of the Term, the Licensor will conduct a review of the Licensee's performance of the Wi-Fi services against the performance standards specified in the Wi-Fi Schedule (as defined in the Funding Agreement), following which the Licensor will notify the Licensee of its election (such election being at the Licensor's sole discretion) no later than the date which is 30 days prior to the Terminating Date to:
- (a) extend the term by a further term of one year (**First Subsequent Licence**);
 - (b) grant the First Subsequent Licence but de-scope particular stations from such extension; or
 - (c) terminate this Licence upon expiry of the Term.

- 17.2 Prior to the expiry of the First Subsequent Licence, the Licensor will conduct a review of the Licensee's performance of the Wi-Fi services against the performance standards specified in the Wi-Fi Schedule (as defined in the Funding Agreement), following which the Licensor will notify the Licensee of its election (such election being at the Licensor's sole discretion) no later than the date which is 30 days prior to the expiry date of the First Subsequent Licence to:
- (a) extend the term by a further term of one year (**Second Subsequent Licence**);
 - (b) grant the Second Subsequent Licence but de-scope particular stations from such extension; or
 - (c) terminate the First Subsequent Licence upon its expiry.
- 17.3 If the Licensor has notified the Licensee of a default under this Licence (including the First Subsequent Licence and the Second Subsequent Licence) or the Funding Agreement in relation to the Wi-Fi services at a particular station or stations, and the Licensee fails to remedy such default as reasonably required by the notice, the Licensor may, by way of notice to the Licensee, elect to de-scope such station(s) from this Licence. Upon receipt of such notice to de-scope, the Licensee is relieved from its obligations to provide Wi-Fi services in respect of such station(s) from the date the de-scoping takes effect, except that the Licensee is required to make good the relevant Premises in the stations which have been de-scoped, in accordance with clause 14.
- 17.4 If the entirety of the Wi-Fi Services (as defined in the Funding Agreement) are de-scoped from the Funding Agreement pursuant to clause 7.2(f) of the Funding Agreement or clause [3.1] of the Wi-Fi Schedule (as defined in the Funding Agreement) through no fault of the Licensee, this Licence will be simultaneously terminated.

18 Market Review of Licence Fee

- (a) Where there is no subsequent licence and if either party, at a date not more than 6 months and not less than 3 months before the Terminating Date, notifies the other party in writing of its assessment of the Current Market Licence Fee in respect of the Premises to apply from the commencing date of any holding over period (**Assessment**):
 - (i) the notified party may accept the Assessment and in that event the Assessment of the Current Market Licence Fee will be the Licence Fee from the commencing date of the holding over period; or
 - (ii) if the notified party fails or refuses to accept the Assessment within 15 Business Days after receiving notice of the Assessment or if the parties are unable to agree on some other amount as the Current Market Licence Fee, the Current Market Licence Fee will be determined before the commencement of the holding over period in accordance with paragraphs (b) to (h) of this clause 18.
- (b) Either party may apply to the Independent Valuer to determine the Current Market Licence Fee to apply from the commencement of the holding over period.
- (c) The Independent Valuer must act as an expert and not as an arbitrator. Each party may submit to the Independent Valuer written valuations and submissions within 10 Business Days after the Independent Valuer has accepted the nomination to act. The Independent Valuer must take into consideration any written submissions received within those periods, but is not fettered by them and (subject to the matters referred to in the definition of such term as set out in this Licence) must determine the Current Market Licence Fee in accordance with its own judgment and the opinion which it formed. The Independent Valuer's determination is final and is binding on the Licensor and Licensee.

- (d) The Independent Valuer must be instructed to conclude its determination and must inform the Licensor and Licensee of it within 15 Business Days after having accepted the nomination to act.
- (e) The Licensor and Licensee must bear equally the total costs incurred by the Independent Valuer in determining the Current Market Licence Fee. Each party must bear its own costs of legal representation and the fees of any experts for giving evidence and for making valuations for the purpose of written submissions.
- (f) In the event that the Independent Valuer's determination of the Current Market Licence Fee has not been completed by the relevant commencement of the holding over period then the Licensee must on the commencement of the holding over period pay, on account of the licence fee payable for the first year of the holding over period, the same Licence Fee as is payable as at the Terminating Date [REDACTED].
- (g) If, upon completion of the Independent Valuer's determination, the Current Market Licence Fee is determined at an amount which is greater than the amount paid by the Licensee in accordance with clause 18(f) then the Licensee must within 20 Business Days of being notified of the determination pay to the Licensor the outstanding balance.
- (h) If neither party notifies the other party of its assessment of the Current Market Licence Fee in accordance with clause 18(a), then the licence fee on commencement of the holding over period will be the Licence Fee as at the Terminating Date [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

19 Assignment and Sub-Letting

19.1 Subject to clause 19.2 the Licensee must not:

- (a) assign this Licence;
- (b) sub-license the Premises (or any part thereof); and/or
- (c) grant rights of access to the Premises,

without the prior written consent of the Licensor, such consent will not be unreasonably withheld.

19.2 The Licensee may, without giving prior notice to the Licensor, sub-license the Premises (or any part thereof) or grant rights of access to the Premises to a Related Body Corporate, provided that as soon as practicable after doing so the Licensee notifies the Licensor of the grant of sub-licence or, as the case may be, rights of access under this clause and the name of the entity to which the sub-licence or, as the case may be, rights of access have been granted.

19.3 The Licensor may assign or transfer any rights or obligations under this Licence, or may novate this Licence, without the prior written consent of the Licensee.

19.4 Despite clause 19.1, the Licensor may withhold its consent if the Licensor (acting reasonably) is not satisfied that:

- (a) the Licensee has obtained sufficient coverage for the purpose of the Central Coast station Wi-Fi project under the Funding Agreement; and
- (b) the level of service provided by the Licensee for the purpose of the Central Coast station Wi-Fi project under the Funding Agreement will not be compromised.

20 Termination

20.1 Events of default

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- (f) [REDACTED]
- [REDACTED]

20.2 Licensor's termination after default

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

21 Abatement of Licence Fee

21.1 Abatement of Licence Fee and other charges

If the Premises, the Licensor's Improvements or the Railway Premises are damaged (other than to the extent that such damage is caused or contributed to by the act, negligence or default of the Licensee or the Licensee's employees, contractors or agents) the following apply:

- (a) if the Premises cannot be used or are inaccessible, then the Licensee is not liable to pay Licence Fee or any other charges for the period that the Premises cannot be used or are inaccessible;
- (b) if the Premises are still useable but the useability is diminished because of the damage, the Licensee's liability to pay Licence Fee is reduced in proportion to the reduction in useability;

- (c) if the Licensor gives the Licensee written notice that the Licensor considers that it is impracticable or undesirable to repair the damage, then either the Licensor or the Licensee may terminate this Licence by giving at least 5 Business Days' notice to the other and no compensation is payable in respect of that termination; and
- (d) if the Licensor does not repair the damage within a reasonable time after the Licensee requests the Licensor in writing to do so, the Licensee may terminate this Licence by giving at least 5 Business Days' written notice to the Licensor.

21.2 Licensor's rights not affected

- (a) Clause 21.1 does not affect any right of the Licensor to recover damages from the Licensee in respect of any damage or destruction to which it applies.
- (b) Nothing in this clause 21 affects any rights the Licensor may have if any:
 - (i) damage or destruction is caused or contributed to by; or
 - (ii) right under an insurance policy in connection with the Railway Premises is prejudiced or a policy is cancelled or payment of a premium or a claim is refused by an insurer because of,

any act, negligence or default of the Licensee or the Licensee's agents.
- (c) The Licensee is not entitled to any relief from paying the Licence Fee or other charges to the extent the damage was caused or contributed to by the act, negligence or default of the Licensee or the Licensee's employees, contractors or agents.
- (d) Nothing in this clause obliges the Licensor to restore or reinstate the Railway Premises or the Premises.

21.3 Resumption

This Licence terminates if the Premises is resumed by any Authority. The Licensor is not liable to the Licensee in respect of the termination.

22 Notice

A notice, consent or other communication under this Licence:

- (a) must be in writing;
- (b) must be signed by the party making the communication or (on its behalf) by any director, secretary, attorney or authorised agent of, that party;
- (c) must be delivered or posted by prepaid express post to the address, or sent by email to the email address, of the Licensor or the Licensee (as applicable) set out in this Licence or such other address or email address as may be notified in writing from time to time; and
- (d) are taken to be received by the addressee:
 - (i) (in the case of prepaid express post sent to an address in the same country) on the second Business Day after the date of posting;
 - (ii) (in the case of express post sent to an address in another country) on the fourth Business Day after the date of posting;
 - (iii) (in the case of delivery by hand) on delivery at the address of the addressee; and
 - (iv) (in the case of email) at the local time (in the place of receipt of that email) that would be determined if section 13A of the *Electronic Transactions Act 2000* (NSW) were to apply in respect of the email,

provided that if the communication would be taken to be received on a day which is not a Business Day or after 5.00pm on a Business Day, it is taken to be received at 9.00am on the next Business Day.

23 Rail Legislation

23.1 The Licensor draws to the attention of the Licensee that:

- (a) clauses 8(1) and (3) of Schedule 6A; and
- (b) clause 3 of Schedule 6B,

of the *Transport Administration Act 1988* (NSW) impose obligations on the Licensor and on the Licensee, including provisions that the Licensee must not damage, interfere with or obstruct any Rail Infrastructure Facilities and provisions for the payment of compensation where underground rail facilities are damaged.

23.2 The Licensee:

- (a) acknowledges its obligations under clause 8(3) of Schedule 6A and clause 3 of Schedule 6B of the *Transport Administration Act 1988* (NSW); and
- (b) indemnifies the Licensor against all claims for which the Licensor becomes liable arising from the Licensee's breach of its obligations under clause 8(3) of Schedule 6A of the *Transport Administration Act 1988* (NSW).

24 Disputes

24.1 Dispute resolution

If any dispute arises, the Licensor and Licensee must continue to comply with their respective obligations under this Licence (despite the existence of such dispute) and adhere to the following procedures to resolve the dispute:

- (a) a representative of the Licensor and the Licensee must meet at the request of either party;
- (b) if the dispute remains unresolved after the procedure in clause 24.1(a) has been followed, the general manager of property (or their nominee or successor) of the Licensee and the general manager of property (or their nominee) of the Licensor must meet at the request of either party;
- (c) if after the procedures in clauses 24.1(a) and 24.1(b) have been followed, the dispute has not been resolved, the Licensor and Licensee will jointly appoint a person within five Business Days who is of good repute and is an expert in the area relevant to the dispute;
- (d) if the Licensor and the Licensee cannot agree on the appointment of the expert within the five Business Day period, either the Licensor or the Licensee may request the Secretary General of the *Australian Commercial Disputes Centre Limited* to appoint an independent expert (other than an arbitrator) within 5 Business Days;
- (e) an expert determination conducted under this clause is not an arbitration and the expert is not an arbitrator. The expert may reach a decision from his or her knowledge and expertise;
- (f) subject to this clause, the expert will proceed in any manner he or she thinks fit and make such directions for the conduct and determination as he or she considers necessary;
- (g) the costs of the independent expert will be paid by the Licensor and the Licensee equally;

- (h) the Licensor and the Licensee will comply with any directions of the expert in respect of the determination of the expert;
- (i) the expert will be engaged on the basis that they must:
 - (i) disclose to the Licensor and the Licensee any interest he or she has in the outcome of the determination;
 - (ii) accept submissions from either party and provide copies of such submissions to the other party for comment; and
 - (iii) not communicate with one party without the knowledge of the other party;
- (j) unless otherwise agreed between the Licensor and the Licensee, which agreement must not be unreasonably withheld, the expert must notify the Licensor and the Licensee of his or her determination within 20 Business Days from the date on which the expert accepted his or her appointment under this clause;
- (k) the determination of the expert:
 - (i) must be provided to the Licensor and the Licensee at the same time;
 - (ii) must be in writing;
 - (iii) must be accompanied by reasons for the determination;
 - (iv) will be final and binding on the Licensor and Licensee other than on a matter of law; and
 - (v) will not be subject to any appeal by the Licensor or the Licensee.

24.2 Legal action

- (a) Before the Licensor or the Licensee takes any action in a court of law in respect of a dispute, that dispute must have been dealt with under clause 24.1 and a final and binding determination made in accordance with that clause.
- (b) This clause does not prevent the Licensor or the Licensee from seeking relief in the nature of interlocutory relief.

25 Redevelopment / Relocation

25.1 [Redacted text block containing multiple paragraphs of blacked-out content]

[Redacted text block]

25.2 [Redacted text block]

25.3 [Redacted text block]

25.4 [Redacted text block]

26 Surrender

26.1 [Redacted text block]

[Redacted text block]

26.2 [Redacted text block]

[Redacted text block]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

26.3 [Redacted]

[Redacted]

[Redacted]

26.4 [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

26.5 [Redacted]

[Redacted]

[Redacted]

Reference Schedule

<p>Item 1</p>	<p>Premises (Clause 1.1)</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>Item 2</p>	<p>Commencing Date (Clause 1.1)</p> <p>[REDACTED]</p>
<p>Item 3</p>	<p>Terminating Date (Clause 1.1)</p> <p>[REDACTED]</p>
<p>Item 4</p>	<p>Term (Clause 1.1)</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>Item 5A</p>	<p>Licence Fee (Clauses 1.1, 3 and 5)</p> <p>[REDACTED]</p>
<p>Item 5B</p>	<p>Review Factor (Clauses 1.1 and 5)</p> <p>[REDACTED]</p>
<p>Item 6</p>	<p>Notice (Clause 22)</p> <p>If to the Licensor:</p> <p style="padding-left: 40px;">Property & Revenue Sydney Trains 36-46 George Street Burwood NSW 2134 Attention: Associate Director Property & Revenue Email:</p> <p>If to the Licensee:</p> <p style="padding-left: 40px;">c/- JLL 242 Exhibition Street Melbourne VIC 3000 Attention: Property Management Director Email: [REDACTED]</p>

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Executed as a deed in New South Wales.

Each attorney executing this Deed states that he or she has no notice of revocation or suspension of his or her power of attorney.

Executed for and on behalf of **Rail Corporation New South Wales** (ABN 59 325 778 353) by its authorised delegate in the presence of:

Witness Signature

Attorney Signature

Print Name

Print Name

Each attorney executing this Deed states that he or she has no notice of revocation or suspension of his or her power of attorney.

Signed Sealed and Delivered for **Telstra Corporation Limited** (ABN 33 051 775 556) by its attorney under power of attorney registered book [REDACTED] in the presence of:

Witness Signature

Attorney Signature

Print Name

Print Name

Print Address

Schedule 5 –Wi-Fi Schedule

