

LEASE

IILYA and SUSAN FAY CENIN
("the Landlord")

AND

SHIRE OF DENMARK
("the Tenant")

25 June 2024 - Attachment 9.3.7a

PARTIES

ILLYA and SUSAN FAY CENIN both of "The Cove" Payne Road Denmark, Western Australia ("the Landlord")

AND

SHIRE OF DENMARK of 953 South Coast Highway Denmark, Western Australia, Business Proprietors ("the Tenant")

BACKGROUND:

- A. The Landlord is registered as the proprietor or entitled to be registered as the proprietor of an estate in fee simple of the Land.
- B. The Landlord has agreed to lease and the Tenant has agreed to take a Lease of the Leased Premises for the term and at the Rent and on the following terms and conditions.

OPERATIVE PART:

THE PARTIES AGREE WITH EACH OTHER as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this lease, unless there is something inconsistent in the subject or context, the following applies:

Commencement Date means the date mentioned in Item 3 of the Schedule.

GST means a tax levied on the value of a good or service or property supplied, including but not limited to the value represented by the rent and any other money payable by the Tenant to the Landlord for goods and services or property.

Land means the land described in Item 1 of the Schedule.

Leased Premises means the premises described in Item 2 of the Schedule together with the Landlord's Fixtures and Fittings forming part of or annexed or affixed to the Leased Premises.

Original Condition means the condition that the leased premises was in prior to the Tenant erecting any infrastructure, fixtures or fittings during the term of the previous lease between the Landlord and Tenant dated 1 July 2003

Plan means the plan annexed to this lease and marked Annexure "A".

Rent means the rent described in Item 5 of the Schedule.

Review Date means each of the Review Dates mentioned in item 6 of the schedule.

Schedule means the schedule to this lease.

Supply means a good or service or property supplied under this deed, including but not limited to the Leased Premises and other goods or services or property supplied by the Landlord to the Tenant under this deed.

Tenant's Business means the business described in Item 7 of the Schedule.

Termination Date means the date mentioned in Item 3 of the Schedule.

1.2 **Headings, Number, Gender and Person**

Headings and underlinings are for convenience only and do not affect the interpretation of this deed. Words importing the singular include the plural and vice versa. Words importing a gender include any gender. A reference to a person includes a reference to a natural person, a corporation and any entity capable of being the subject of legal proceedings.

1.3 **Provisions of Deed**

A reference to a part, clause, paragraph, conditions, provision, party, annexure, exhibit or schedule is a reference to a part, clause, paragraph, condition, provision, party, annexure, exhibit or schedule to this deed.

1.4 **Statutes**

A reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws issued under that statute.

1.5 **Document**

A reference to any document includes any amendment, supplement, replacement or novation of that document.

1.6 **Party**

A reference to a party includes permitted assigns and in the case of a corporation includes its successors, and in the case of a natural person that party's personal representative.

1.7 **Business Day**

Where used Business Day means a day on which trading banks generally are open for business in Western Australia and that day is not a Saturday, Sunday or public holiday in that State.

1.8 **Due Date**

Where the day on or by which anything is to be done is not a Business Day that thing must be done on or by the preceding Business Day.

1.9 **Whole and Part**

Reference to the whole, whether express or implied, is also a reference to any part of the whole.

1.10 **Contra Proferentem**

No rules of construction apply to the disadvantage of a party on the basis that the party was responsible for the preparation of this Agreement or any part of it.

1.11 **Governing Law**

This deed must be construed in accordance with and governed by the laws of Western Australia.

1.12 **Joint and Several**

An obligation on the part of two or more persons binds them jointly and severally.

1.13 **Severability**

Any provision of this deed which is prohibited or unenforceable in any jurisdiction is, as to that jurisdiction, ineffective only to the extent of that prohibition or unenforceability and does not invalidate the remaining provisions of this deed or affect the validity or enforceability of the provision in any other jurisdiction. This clause will not apply if its application would materially affect the legal or commercial arrangements intended to operate.

1.14 **Bodies and Associations**

If an association, body or authority, statutory or not, ("body") ceases to exist or is reconstituted, renamed, replaced or its powers or functions are transferred to any other body, a reference to that body means the body established or constituted in its place or that undertakes the powers or functions of that body.

1.15 **Moratorium not to Apply**

Unless application is mandatory by law any statute proclamation, order, regulation, or moratorium present or future will not apply to this lease so as to abrogate, extinguish, impair, diminish, fetter delay or otherwise prejudicially affect any rights powers privileges remedies or discretions given or accruing to the Landlord.

1.16 **Limitation of Liability of Named Landlord**

The Landlord named and described in this Lease as the Landlord ("the Original Landlord") enters into this Lease to the intent to bind the Original Landlord and the registered proprietor of the Land from time to time PROVIDED THAT the Original Landlord will not be liable to the Tenant for damages for breach of covenant or in any other manner under this Lease, except in respect of those occurring while the Original Landlord remains the registered proprietor of the Land.

2. **LEASE**

The Landlord leases and the Tenant takes on a lease of the Leased Premises for the term and with the right at all times during the term of this lease to use the area in common with the Landlord and all other persons authorised by the Landlord BUT RESERVING

AND EXCEPTING to the Landlord the right to install, maintain, use, repair, alter and replace pipes ducts conduits and wires leading through or under the Leased Premises and to pass and run gas, water, heat, oil, electricity and other power, telephone lines and air conditioning through the pipes, ducts, conduits and wires and to install, maintain, use, repair, alter and replace plant, machinery and equipment TO BE HELD by the Tenant subject to the covenants and powers contained or implied in the Transfer of Land Act 1893 (as amended) except insofar as the same are hereby modified and subject to the covenants conditions and stipulations contained or implied in this lease.

3. **TERM, RENTAL AND GENERAL OUTGOINGS**

3.1 **Term**

This lease will commence on the Commencement Date and will terminate on the Termination Date.

3.2 **Rent**

The Tenant will pay to the Landlord during the term of this Lease the Rent at the rate per annum and payable at the times and by the instalments specified in Item 5 of the Schedule.

3.3 **Review of Rent**

- (a) The Rent will be reviewed on the respective Review Dates.
- (b) On review the Rent will be the Rent payable in the manner specified in Item 6 of the Schedule .
- (c) The rent payable from the Review Date will be the rent payable by the Tenant immediately preceding the relevant Review Date increased by the same percentage change as the Shire rates for the land subject of the leased premises provided that the rent payable will not be less than the rent payable immediately prior to the relevant review date.

Calculation method: Last year's rent*current year's Shire rates/last year's rates.

- (d) In all cases the rental will be payable at the time specified in Item 6 of the Schedule.

3.4 **Payment of Rent**

The Tenant will pay the rental reserved (without any deduction) at the times and in the manner to the Landlord at the place specified in Item 4 of the Schedule or as the Landlord otherwise directs in writing.

3.5 **Portion of Variable Outgoings Not Payable by Tenant**

The Tenant will not be liable to pay any portion of those rates charges and any of the outgoings imposed only by reason of the fact that the Landlord was or is the owner of property other than the Leased Premises or the premises Building and or Land on which or on part of which the Leased Premises stand.

3.6 **Utility Charges**

The Tenant will pay punctually all charges for electric light, electric power, gas or other heating power or illuminant now or hereafter imposed payable or charged in respect of the Leased Premises PROVIDED ALWAYS that all those charges (if any) will be apportioned between the Landlord and the Tenant at the expiration or sooner determination of the term created or any extension or renewal of the term.

3.7 **GST**

- (a) The Tenant must pay to the Landlord the amount of any GST the Landlord pays or is liable to pay on a Supply.
- (b) The Tenant must pay to the Landlord the amount of the GST that the Tenant is liable to pay at the same time and in the same manner as the Tenant is obliged to pay for that Supply, including in relation to rent, at the time the Tenant is obliged to pay those amounts.
- (c) The price for each Supply, including rent, fixed or determined under this deed does not include GST on that Supply and the Tenant must pay the amount of GST in addition to the price for that Supply fixed or determined under this deed.
- (d) Where a Supply is not separately supplied to the Tenant, the liability of the Tenant for any amount for GST in relation to that Supply is to be determined on the same basis as the liability of the Tenant for payment for that Supply is determined.

- (e) A written statement given to the Tenant by the Landlord of the amount of GST that the Landlord pays or is liable to pay is conclusive as between the Landlord and the Tenant except in the case of an obvious error.

4. REPAIRS, MAINTENANCE AND PAINTING OF LEASED PREMISES

4.1 Repair and Maintain

The Tenant will keep and maintain the Leased Premises with the appurtenances including (but without limiting the generality of the foregoing) the walls, ceilings and floors and the fixtures and fittings and the windows, doors, glass, locks, keys and fastenings thereof and toilets, sinks and basins in good and tenantable repair and condition fair wear and tear, damage by fire, fusion, explosion, smoke, lightning, flood, storm, tempest, rainwater, water damage, sprinkler leakage, earthquake, riot, civil commotion, malicious damage, impact by vehicles, aircraft and articles dropped therefrom always excepted save where the insurance moneys under any policy or policies of insurance effected in respect thereof have been rendered irrecoverable by some act or default on the part of the Tenant or the Tenant's employees, agents, customers, visitors, invitees or licensees and forthwith replace any fluorescent light tubes or light globes which may become worn out or broken and forthwith replace any broken glass.

4.2 Right of Landlord to Enter Leased Premises

The Tenant will permit the Landlord and the Landlord's contractors and workmen and with or without plant materials and appliances and without any payment or compensation to the Tenant or abatement of rental to enter into and upon the Leased Premises for the purpose of complying with the requirements of any requisition which may be served under any acts and also for the purpose of doing any other necessary repairs, renovations or works on or to the Leased Premises which the Tenant is not obliged to carry out.

4.3 Right of Landlord to Inspect Leased Premises

The Tenant will permit the Landlord and the Landlord's agents at all reasonable times to enter and view the state of cleanliness and repair of the Leased Premises and forthwith to clean and repair and amend in a proper and workman like manner any defect for which the Tenant is liable and of which written notice will be given to the Tenant.

4.4 Not to Make Alterations to Leased Premises

The Tenant will not make or permit or suffer to be made any alterations in or additions to the Leased Premises or any part thereof without the prior consent in writing of the Landlord and except under the supervision and direction (at the Tenant's cost) of the Landlord's Architects and not without the consent and under supervision and direction to damage cut or alter any part of the walls, ceilings, floors, partitions, timbers, windows, fixtures or fittings in or about the Leased Premises.

4.5 Alterations Due to Nature of Business

The Tenant will at the Tenant's expense carry out any modifications alterations or improvements which any government, statutory, public or municipal authority requires to be made to the Leased Premises by reason of the nature of the business conducted on the Leased Premises or by the number of the persons employed in or working from the Leased Premises and to comply with all conditions as that authority may impose.

4.6 No Obligation to Make Alterations

Subject to clause 4.6, nothing contained in this Lease will impose on the Tenant any liability to make or pay for any structural alterations or additions to the Leased Premises or any part of the Leased Premises or to any electrical wiring in the Leased Premises or any part of the Leased Premises.

4.7 Notice of Damage

Should any damage occur to the Leased Premises or should the Tenant receive any notice from any statutory public or municipal authority with respect to the Leased Premises the Tenant will forthwith give notice in writing to the Landlord.

4.8 Tenant to Make Good Damage

That on the expiration or sooner determination of the term or any extension or renewal of the term the Tenant will be at liberty to remove all tenants fixtures and fittings installed or placed on the Leased Premises by the Tenant but will be responsible for making good any damage caused to the Leased Premises by that removal.

5. OPERATION AND USE OF LEASED PREMISES

5.1 Use of Leased Premises

The Tenant will not without first obtaining the written consent of the Landlord carry on or permit to be carried on upon the Leased Premises any activity, business, trade, occupation or calling other than the Tenant's Business and to carry on and conduct that business upon the Leased Premises during all normal business hours and in a proper and businesslike manner.

5.2 Nuisance

The Tenant will not at any time during the term or any extension or renewal of the term to carry on or do or suffer or permit to be carried on or done in or upon the Leased Premises or any part of the Leased Premises any noxious or offensive art, trade, business or calling or anything which is unlawful or which constitutes a nuisance annoyance or damage to any owner or occupier of any adjoining or adjacent property or which will constitute an infringement of any statutes having control over or affecting the Leased Premises or the business for the time being carried on upon the Leased Premises and at all times to comply with the requirements of all those statutes.

5.2 Auction Sales

Not to hold an auction sale on the Leased Premises without first obtaining the written consent of the Landlord.

5.3 Signs

Not to place or suffer to be placed or maintained on the roof of the Building or on any exterior part or on any door, wall or window of the Leased Premises or on the interior of the windows, display windows or doors any television or wireless antennae or mast or other apparatus or any sign, awning or canopy or advertising matter or other thing of any kind and not to place or maintain any decoration lettering or advertising matter of a permanent or semi-permanent nature on or under any awning or canopy without first obtaining the written approval of the Landlord which approval not to be withheld except if:

- (a) To grant consent would not constitute responsible management of the Leased Premises or of the Building; or

- (b) The thing does not comply in every respect with the requirements of all statutes.

The Tenant will maintain any sign, awning, canopy, decoration, lettering, advertising matter or other thing as may be approved in good condition and repair at all times.

5.4 **Conduct of Operations of Leased Premises**

The Tenant covenants and agrees with the Landlord as follows:

- (a) to keep the Leased Premises and the immediate surroundings of the Leased Premises in a thorough state of cleanliness; to store all garbage, rubbish and refuse in a proper hygienic manner within the Leased Premises and to attend to the expeditious disposal thereof and to observe any directions given from time to time by the Landlord relating thereto; to keep all drains inside the Leased Premises clean and free from obstruction; and to receive and deliver goods and merchandise only in the manner and at the times and in the areas designated from time to time by the Landlord.
- (b) not to burn any garbage, refuse or rubbish except in an incinerator or incinerators and in the place or places as approved by the Landlord and any local or other authority for that purpose.
- (c) not to use or permit the water closets, lavatories, grease traps and other sanitary appliances to be used for any purpose other than that for which they were constructed and not to do or suffer to be done any act or thing that might choke or otherwise affect or damage the same.
- (d) not without the prior written consent of the Landlord to use or permit or suffer to be used chemicals, burning fluids, acetylene-gas or alcohol in lighting the Leased Premises or any other method than by electricity and not to use or permit or suffer to be used any method of heating other than by electricity gas oil or solid fuel; and
- (e) to take all proper precautions to keep the Leased Premises free from rodents, vermin, insects, pests, birds and animals and in the event of failing so to do if so required by the Landlord but at the cost of the Tenant to employ from time to time or periodically pest exterminators appointed by the Landlord for that purpose.

6. **INSURANCE AND INDEMNITY**

6.1 **Insurance**

The Tenant will take out and at all times keep in force a third party indemnity policy with a cover of not less than TWENTY MILLION DOLLARS (\$20,000,000.00) to cover those risks as are referred to in clauses 6.5 and 6.6 and any other risks as the Landlord may from time to time nominate with a public insurance office approved by the Landlord (which approval will not be unreasonably withheld).

6.2 **Insurance of Plate Glass and Tenant's Fixtures**

The Tenant will forthwith insure and keep insured in the name of the Landlord all plate glass in the Leased Premises and all tenants fixtures therein in an insurance office approved by the Landlord (which approval not to be unreasonably withheld) to the full replacement value thereof against loss or damage by fire, fusion, explosion, smoke, lightning, flood, storm, tempest, rainwater, water damage, sprinkler leakage, earthquake, riot, civil commotion, malicious damage, impact by vehicles, aircraft and articles dropped therefrom.

6.3 **Proof of Insurance Premiums**

The Tenant will to the Landlord on demand by it the policies of insurance referred to in those clauses and the receipts relating to the payment of premiums.

6.4 **Not to Invalidate Insurance Policies**

The Tenant will not bring or permit to be brought into or upon the Leased Premises or any part thereof any goods of a hazardous nature other than those generally used for the purpose of the Tenant's business upon the Leased Premises and not to do or permit to suffer to be done upon the Leased Premises anything which may invalidate or affect any insurance against fire effected or to be effected in respect of the Leased Premises or cause any increased or extra premium to be payable in respect thereof.

6.5 **Third Party Indemnity**

The Tenant will indemnify the Landlord from and against all claims demands proceedings judgments damages costs and losses of any nature whatsoever which the Landlord may suffer or incur in connection with the loss of life and or personal injury to any person and or damage to any property (wheresoever occurring) arising from or

out of any occurrence at the Leased Premises or the use by the Tenant of the Leased Premises or any part thereof or occasioned wholly or in part by any neglect default or omission by the Tenant or by the employees, agents, contractors, customers, lawful visitors, invitees, licensees or sub-tenants of the Tenant or by any other person or persons using or upon the Leased Premises with the consent or approval express or implied of the Tenant.

6.6 Indemnity

The Tenant will indemnify the Landlord from all loss and damage to the Leased Premises caused by the negligent use or misuse, waste or abuse of air-conditioning, fire protection or fire fighting installations or equipment, water, gas or electricity supplied to the Leased Premises or the Tenant in connection with the Leased Premises or the use and occupation thereof or by faulty sanitary, water, gas or electric pipes or wires or fittings fixtures fixed or installed in the Leased Premises by the Tenant or by the employees agents or independent contractors of the Tenant.

6.7 Release of Landlord

The Landlord will not be liable for any loss or damage suffered by the Tenant by reason of any accident arising from the water, sewerage, gas or electricity or other services used or installed in the Leased Premises or the Building or by reason of any leakage overflow or escape of water gas or electricity unless the same is directly attributable to the negligence of the Landlord or the employees of the Landlord.

7. ADDITIONAL COVENANTS BY TENANT

7.1 Comply with Statutes

- (a) The Tenant will keep and maintain the Leased Premises in a clean and good condition and comply in all respects with the provisions of all statutes, affecting the Leased Premises, and or the owners or occupiers thereof, and or the business carried on upon the Leased Premises, and orders, regulations and by-laws that may now or hereafter be enacted, ordered or made, and all directions pursuant to any statute that may lawfully be given by any Minister of the Crown, Department, local government or other competent authority or person.
- (b) The Tenant will comply punctually with every order or requisition made or issued

under any statutes and not to do or leave or suffer to be done, or left undone any act, matter or thing whereby a nuisance or anything in the nature of a nuisance or which may be deemed a nuisance by an authority constituted under any statute which may exist, arise or continue upon or in connection with the Leased Premises or the business carried on thereon and to abate any nuisance or alleged nuisance forthwith,

- (c) The Tenant will comply punctually with every order or requisition made or issued with respect to the Leased Premises by the Insurance Council of Australia and with any body or authority having the control or supervision of electrical installations or connections and also at the Tenant's own expense punctually to comply with every order or requisition made or issued with respect to the Leased Premises by the Western Australian Fire Brigades Board.

7.2 Assignment of Lease

The Tenant will not assign, sub-let, mortgage, charge or encumber the Leased Premises or any part of the Leased Premises or otherwise part with the possession of the Leased Premises or any part without the consent of the Landlord in writing previously had and obtained and the provisions of Section 80 and 82 of the Property Law Act 1969 will not apply to this lease PROVIDED THAT:

- (a) Consent will not be unreasonably withheld in the case of an assignment or sub-lease of the whole of the Leased Premises to a financial respectable and responsible person proof of which will be on the Tenant.
- (b) The Landlord will not be called upon or required to give the Landlord's consent to any assignment or sub-lease of the Leased Premises in the event of the proposed assignee or sub-Tenant carrying on or intending to carry on a business or occupation not being of a like nature to that which the Tenant covenants to carry on upon the Leased Premises.
- (c) It will be a condition precedent to the granting of consent to any assignment or sub-lease that the Tenant will have obtained the execution by the proposed assignee or sub-Tenant and guarantors as the Landlord may require of a deed of covenant to be prepared by the Landlord's Solicitors at the expense of the Tenant in which will be repeated by the permitted assignee or sub-Tenant and guarantors (if any) with the Landlord the covenants and agreements on the part

of the Tenant contained in this lease or those of them as the Landlord's Solicitors consider necessary and deliver the deed to the Landlord.

7.3 Change in Shareholding of Tenant Corporation

Where the Tenant is a corporation any change in the principal shareholding of the Tenant will be deemed to be an assignment of this lease and the Tenant will not permit any change without the consent of the Landlord which consent will not be unreasonably withheld if the provisions of clause 7.2 are complied with.

7.4 Costs of Default

The Tenant will pay all costs charges and expenses (including but not limited to solicitor's costs and surveyor's and Valuer's fees) incurred by the Landlord by reason of any default of the Tenant or for the purpose of or incidental to the compliance by the Landlord of the provisions of Section 81 of the Property Law Act 1969.

7.5 Surrender of Leased Premises

- (a) The Tenant will at the end or sooner determination of the term or any extension or renewal of the term remove from the Leased Premises all furniture fittings and effects which are the property of the Tenant or over which the Tenant has custody or control and to restore and reinstate the Leased Premises to the same state and condition as the same are in at the beginning of this lease.
- (b) The Tenant will not remove the Landlord's Fixtures and Fittings.
- (c) The Tenant will quietly yield up possession to the Landlord and if so desired by the Landlord to remove or erase to the Landlord's satisfaction any trade or business name plates, sign, advertisement or notice whether internal or external making good all damage to the intent that the Leased Premises be left as if no business name plate, sign, advertisement or notice has been erected or painted or placed on the Leased Premises and rehabilitate the Leased Premises to their Original Condition.
- (d) The Tenant agrees that any furniture fittings and effects not so removed by the Tenant within six (6) months of the end or sooner determination of this Lease will if the Landlord so elects (the election to be made by written notice to the Tenant) be deposited in a public warehouse or elsewhere at the cost and for the account of the Tenant and the Landlord will not be liable to the Tenant for any loss or damage.

7.6 **Inspection and "To Let" Notices**

The Tenant will at all times during the three (3) months immediately preceding the determination of the term and any extension or renewal of the term permit the Landlord or the Landlord's agents to affix upon any part of the Leased Premises a notice for re-letting and during those three (3) months permit intending tenants and others with written authority from the Landlord or the Landlord's agent at all reasonable times of the day to enter and view the Leased Premises AND ALSO at all reasonable times during the term and any extension or renewal of the term permit prospective purchasers of the Building with the written authority of the Landlord to inspect and examine the Building.

7.7 **Forbidding of Registration of Lease or Lodging of Caveats**

- (a) That neither the Tenant nor any agent or other person on behalf of the Tenant will register this Lease or lodge a caveat against the Land or any part of the Land other than a subject to claim caveat to protect the Tenant's interests under this lease.
- (b) The caveat will be withdrawn by the Tenant at the Tenant's expense at the expiration of the term or if the term is extended or renewed then at the expiration of the extended or renewed term.
- (c) In the event of this Lease being registered or of the Tenant lodging an absolute caveat or of the Tenant failing to withdraw any subject to claim caveat upon the expiration of the term or if the term is extended or renewed then upon the expiration of the extended or renewed term the Tenant in consideration of the Landlord having granted this Lease irrevocably constitutes and appoints the Landlord and if the Landlord is a corporation each and every one of the directors and other officers of the Landlord jointly and severally the agent and attorney of the Tenant to surrender and withdraw the registration of this Lease or caveat (as the case may be) and for those purposes to sign any withdrawals, surrenders and any other instruments and documents and to do all acts matters and things as may be necessary or expedient for carrying out the powers granted in this clause.
- (d) The Tenant ratifies and confirms and allows the Landlord to do all acts permitted to be done under or by virtue of this clause the cost of which will be borne and paid by the Tenant.

7.8 Legal Costs and Stamp Duty

- (a) The Tenant will pay to the Landlord upon demand all the costs of and incidental to the instructions for and the preparation execution and stamping of this lease in triplicate and the stamp duty on this lease.

- (b) The Tenant will pay to the Landlord upon demand all costs incurred by the Landlord including but without limitation legal costs in obtaining the consent of the Mortgagee (if any) of the land to this Lease.

8. LANDLORD'S COVENANTS

The Landlord with the intent to bind the Leased Premises and the registered proprietor of the Land for the time being but not so as to render the Landlord personally liable in damages except for the Landlord's own acts or defaults while the Landlord remains the registered proprietor HEREBY COVENANTS with the Tenant that:

8.1 Quiet Possession

The Tenant duly paying the rentals reserved and performing and observing the covenants, conditions and stipulations contained or implied on the Tenant's part to be performed and observed will peaceably and quietly hold and enjoy the Leased Premises during the term and any extension and renewal of the term without any interruptions by the Landlord or any person or persons rightfully claiming under or in trust for the Landlord.

9. DEFAULT BY TENANT

9.1 Right of Re-Entry

If;

- (a) the rent hereby reserved or any part thereof is at any time unpaid for 14 days after becoming due whether formally demanded or not or;

- (b) in the case of a breach or non-observance of any of the other covenants, conditions or stipulations on the Tenant's part contained or implied and any breach or non- performance continuing after the expiration of 14 days written notice to the Tenant to remedy the same or;

- (c) in case the Tenant shall go into compulsory or voluntary liquidation or become bankrupt or enters into any composition arrangement with or assignment for the benefit of the Tenant's creditors or have appointed under any acts or instrument or by order of any court a manager or an administrator or a trustee or a receiver or a receiver and manager or liquidator in relation to any part of the Tenant's undertakings or assets or property or;
- (d) any execution be issued against the Tenant or;
- (e) the Leased Premises are deserted or vacated;

THEN and in any case (but subject to the provision of the Bankruptcy Act 1966 (Cth)) the Landlord may at the Landlord's option re-enter upon occupy and resume possession of the Leased Premises or any part of the Leased Premises in the name of the whole and thereupon this lease and the term hereby created will cease and determine but without releasing the Tenant from rental accrued up to the time of re-entry and without prejudice to the right of action of the Landlord in respect of any breach of the covenants conditions and stipulations on the Tenant's part contained or implied in this lease.

9.2 **Acceptance of Rent Not to Prejudice Landlord's Rights**

Acceptance of rent by the Landlord after default by the Tenant under this lease will be without prejudice to the exercise by the Landlord of the powers conferred upon the Landlord by clause 10.1 or any other right, power or privilege of the Landlord under this lease and will not operate as an election by the Landlord either to exercise or not to exercise any of the Landlord's rights powers or privileges.

9.3 **Landlord's Right to Remedy Defaults**

The Landlord may but will not be obliged to remedy at any time without notice any default by the Tenant under this lease and whenever the Landlord so elects all costs and expenses incurred by the Landlord (including legal costs and expenses) in remedying a default will be paid by the Tenant to the Landlord on demand.

9.4 **Waiver**

If the Tenant is guilty of any default in the due performance or observance of any of the provisions contained or implied in this lease or performs other acts which would entitle the Landlord to determine this lease under the provision for re-entry the receipt of the

rental by the Landlord or the doing or omission of any other act or thing whatsoever by the Landlord or any employee or agent of the Landlord which but for this provision would or might amount to a waiver of the Landlord's right in respect of any breach or default after the happening of the event will not operate as nor be deemed to be a waiver in any way of the Landlord's powers and rights in respect of any breach or default any rule of law or equity to the contrary notwithstanding.

10. **LANDLORD'S AND TENANT'S COVENANTS**

The Landlord and the Tenant covenant and agree as follows:

10.1 **Total or Partial Destruction**

If the Leased Premises are destroyed or damaged so as to render the Building substantially unfit for use and occupation or so as to render the rebuilding or reconstruction of the Building in its previous form impractical or undesirable in the opinion of the Landlord then:

- (a) This lease may be terminated without compensation by either the Landlord or the Tenant by notice in writing to the other provided that in the latter case the Landlord has failed to rebuild or reinstate the Building within three months after being requested so to do in writing by the Tenant.
- (b) Any termination of this lease will be without prejudice to the rights of either party in respect of any antecedent breach matter or thing.
- (c) Nothing contained or implied in this lease will be deemed to impose any obligation on the Landlord to rebuild or reinstate or make fit for use and occupation the Leased Premises.
- (d) Upon the happening of any damage or destruction the rent payable by the Tenant or a proportionate part of the rent according to the nature and extent of the damage sustained will abate until the Building is rebuilt or reinstated or made fit for use or occupation or until this lease is terminated pursuant to the provisions of clause 11.1(a) and in the event of any dispute arising out of the provisions of this subclause the same will be referred to arbitration under the Commercial Arbitration Act 2012 (WA).

10.2 **Right of Landlord to Carry out Works**

If the Landlord desires or requires:

- (a) to execute any works which by law the Landlord is bound and has been required to execute on the Leased Premises or the Building;
- (b) to build any further storeys upon the Building;
- (c) to alter repair add to or re-build any part of the Leased Premises or the building;
- (d) to construct, erect, lay down, alter, repair, cleanse, or maintain any drain, ventilator, shaft, water pipe, electric wires or gas pipes in connection with or for the accommodation of the Building or any adjoining property;
- (e) to underpin;
- (f) to reinstate or rebuild in case of fire;

THEN and in any case the Landlord may with or without employees agents workmen and contractors and appliances enter upon the Leased Premises and carry out works doing as little damage to the Leased Premises as is reasonably possible and restoring the same without unreasonable delay but without making compensation for any damage or inconvenience to the Tenant. Upon the happening of any event in this clause the rent payable by the Tenant or a proportionate part of the rent according to the nature and extent of the damage to the Leased Premises may abate while the Building is unfit for use or occupation and any dispute arising out of the provisions of this clause will be referred to arbitration under the Commercial Arbitration Act 2012 (WA).

10.3 **Leased Premises Unfit for Occupation**

Should any competent authority declare the Leased Premises as being unfit for occupation or order the Leased Premises to be demolished then the tenancy created will be determined as from the date the declaration or order takes effect without any compensation being payable to the Tenant and without prejudice to the liability of the Tenant for all rental up to the date of determination and for all breaches prior to the determination of this lease.

10.4 **Holding Over**

If after the expiration or sooner determination of the term granted or any extension or renewal of the term the Tenant with the consent of the Landlord remains in possession of the Leased Premises or any part of the Leased Premises without having exercised the option of renewal contained or having exercised the option remains in possession with that consent at the expiration of the Further Term or the Extended Term then in any case the Tenant will be a calendar monthly tenant of the Leased Premises but otherwise at the same rental as that paid during the last calendar month of the immediately preceding term and on the same covenants conditions and stipulations as are contained or implied except the option of renewal which will be deemed expressly excluded.

10.5 **Interest**

If the Tenant fails to pay to the Landlord any moneys which are payable by the Tenant to the Landlord under the terms of this lease within fourteen (14) days from the due date for the payment the Tenant will pay to the Landlord interest thereon or on so much thereof as remains unpaid from the due date or dates for the payment until the same is actually paid and also upon any judgment which the Landlord may obtain against the Tenant from the date of any judgment until satisfied at the rate of 1.5% for each month or part of a month during which any payment is overdue or any judgment unsatisfied.

10.6 **Notices**

- (a) Any notice which is required to be served under this lease will be served on the Landlord and the Tenant (as the case may be):
- i. personally; or
 - ii. by email; or
 - iii. by being posted by registered post to the Landlord or the Tenant; at the address specified in this lease.
- (b) The Landlord and the Tenant may change their respective addresses by giving written notice to the other, and if notice is given in accordance with this clause all notices will be served at the alternative addresses notified.

10.7 Reservations

The Landlord reserves the right to:

- a) subdivide the Land;
- b) grant easements and restrictive covenants over the Land;
- c) accept the surrender of easements and restrictive covenants which are encumbered over the Land;
- d) subdivide the Land and any Building on the Land under the Strata Titles Act 1985 (WA).

PROVIDED THAT the Landlord will not exercise any of the foregoing rights where the rights of the Tenant under this lease will be materially prejudicially affected and in addition the Landlord reserves the right to grant and discharge mortgages over the Land. The Tenant will if required by the Landlord withdraw any caveat lodged by the Tenant to enable the Landlord to exercise any of the Landlord's rights under this clause PROVIDED THAT on completion of registration of the relevant transactions the Tenant will be entitled to re-lodge a subject to claim caveat against the Land in accordance with the provisions incorporated in this lease.

10.8 Entire Agreement

The Tenant acknowledges and declares that in entering into this lease the Tenant has not relied on any promise, representation, warranty or undertaking given by or on behalf of the Landlord in respect to the suitability of the Leased Premises or the finish, facilities, amenities or services of the Leased Premises for any business to be carried on in the Leased Premises and all warranties if any implied by law are hereby so far as legally possible expressly negated and that the terms covenants conditions and provisions contained in this lease expressly or by statutory implication cover and comprise the whole of the agreement between the parties and it is expressly agreed and declared that no further or other terms covenants conditions or provisions whether in respect of the Leased Premises or otherwise will be deemed to be implied in the lease or to arise between the parties by way of collateral or other agreement;

10.9 **Commercial Arbitration Act-Legal Representation**

Where it is necessary for any dispute under this lease to be determined by an arbitrator or umpire under the Commercial Arbitration Act 2012 (WA) then each party to the proceedings before an arbitrator or umpire may be represented by a duly qualified legal practitioner.

10.10 **Termination of Lease**

Notwithstanding all the other provisions contained in this Lease, this lease may be terminated by the tenant by giving not less than 3 months written notice to the Landlord if, in the opinion of the tenant, future technological development deems the facility on the lease premises to be no longer required by the tenant.

11. **ESSENTIAL TERMS**

11.1 **Essential Terms of Lease**

Each of the covenants by the Tenant which are specified in this clause are essential to this lease:

- (a) The covenant to pay rent throughout the term at a date not later than 14 days after the due date for payment of each monthly instalment of rent (clause 3.2).
- (b) The covenant to pay the outgoings throughout the term at a date not later than 14 days after the due date for payment (clause 3).
- (c) The covenant restricting the right to transfer, assign, sublet, mortgage, charge or otherwise part with possession of the leased premises (clause 7.2).
- (d) The covenant restricting the trade and business of the Tenant upon the Leased premises (clause 5.1).

11.2 **Waiver**

In respect of the Tenant's obligation to pay rent the acceptance by the Landlord of arrears or of any late payment of rent will not constitute a waiver of the essentiality of the Tenant's obligation to pay rent in respect of those arrears or of the late payments or in respect of the Tenant's continuing obligation to pay rent during the term.

11.3 Breach of Essential Terms

The Tenant covenants to compensate the Landlord in respect of any breach of an essential term of this Lease and the Landlord is entitled to recover damages from the Tenant in respect of those breaches. The Landlord's entitlement under this clause is in addition to any other remedy or entitlement to which the Landlord is entitled (including to terminate this Lease).

11.4 Repudiation of Lease

In the event that the Tenant's conduct (whether acts or omissions) constitutes a repudiation of the lease (or of the Tenant's obligation under this lease) or constitutes a breach of any lease covenants the Tenant covenants to compensate the Landlord for the loss or damage suffered by reason of the repudiation or breach.

11.5 Damages for Repudiation or Breach of Lease

The Landlord will be entitled to recover damages against the Tenant in respect of repudiation or breach of covenant for the damage suffered by the Landlord during the entire term of this lease.

11.6 Damages Not Affected

The Landlord's entitlement to recover damages will not be affected or limited by any of the following:

- (a) If the Tenant abandons or vacates the Leased Premises.
- (b) If the Landlord elects to re-enter or to terminate the lease.
- (c) If the Landlord accepts the Tenant's repudiation.
- (d) If the parties' conduct shall constitute a surrender by operation of law.

11.7 Recovery of Damages for Entire Term of Lease

The Landlord will be entitled to institute legal proceedings claiming damages against the Tenant in respect of the entire term including the periods before and after the Tenant has vacated the Leased Premises and before and after abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law whether the proceedings are instituted either before or after that conduct.

11.8 Mitigation of Damages by Landlord

In the event of the Tenant vacating the Leased Premises whether with or without the Landlord's consent the Landlord will be obliged to take reasonable steps to mitigate his damages and to endeavour to lease the Leased Premises at a reasonable rent and on reasonable terms. The Landlord's entitlement to damages will be assessed on the basis that the Landlord should have observed the obligation to mitigate damages contained in this sub-clause. The Landlord's conduct taken in pursuance of the duty to mitigate damages will not by itself constitute acceptance of the Tenant's breach or repudiation or a surrender by operation of law.

DRAFT

THE SCHEDULE

- Item 1 **Land**
- The Land situated at Lot 210 Adams Road Denmark, Western Australia and being Lot 210 on Plan 20982 and being the whole of land comprised on Certificate of Title Volume 2103 Folio 663.
- Item 2 **Leased Premises**
- All those premises situated at Lot 210 Adams Road Denmark, Western Australia and being that part of the land coloured yellow on the plan, Annexure A.
- Item 3 **Commencement Date**
- 1 July 2024
- Date of Termination of Lease**
- 30 June 2034
- Item 4 **Place for Payment of Rent**
- At the address of the Landlord or as the Landlord may otherwise direct in writing.
- Item 5 **Rate of Rent**
- \$1,223.53 (ex GST) per annum, upon receipt of a Tax Invoice from the Landlord.
- Item 6 **Review of Rent**
- On the first day of July 2024 and expiration of every 12 months from the commencement date during the term of this lease.

Item 7

Description of Business

Radio and television transmission and associated purposes, and not for mobile phone transmission.

DRAFT

EXECUTED by the parties as a Deed the _____ day of _____ 20_____

The Common Seal of the
Shire of Denmark was hereunto affixed in the
presence of

Name: _____

Signature: _____

SHIRE PRESIDENT

Name: _____

Signature: _____

CHIEF EXECUTIVE OFFICER

SIGNED by

ILLYA CENIN

in the presence of _____

Witness Signature: _____

Print Name: _____

Address: _____

Occupation: _____

SIGNED by

SUSAN FAY CENIN

in the presence of _____

Witness Signature: _____

Print Name: _____

Address: _____

Occupation: _____

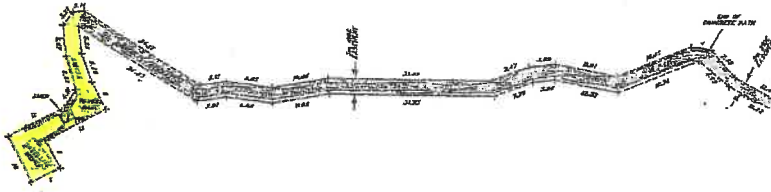
ANNEXURE A

See next page

DRAFT

209

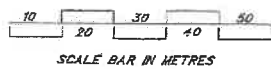
A.28922
7090






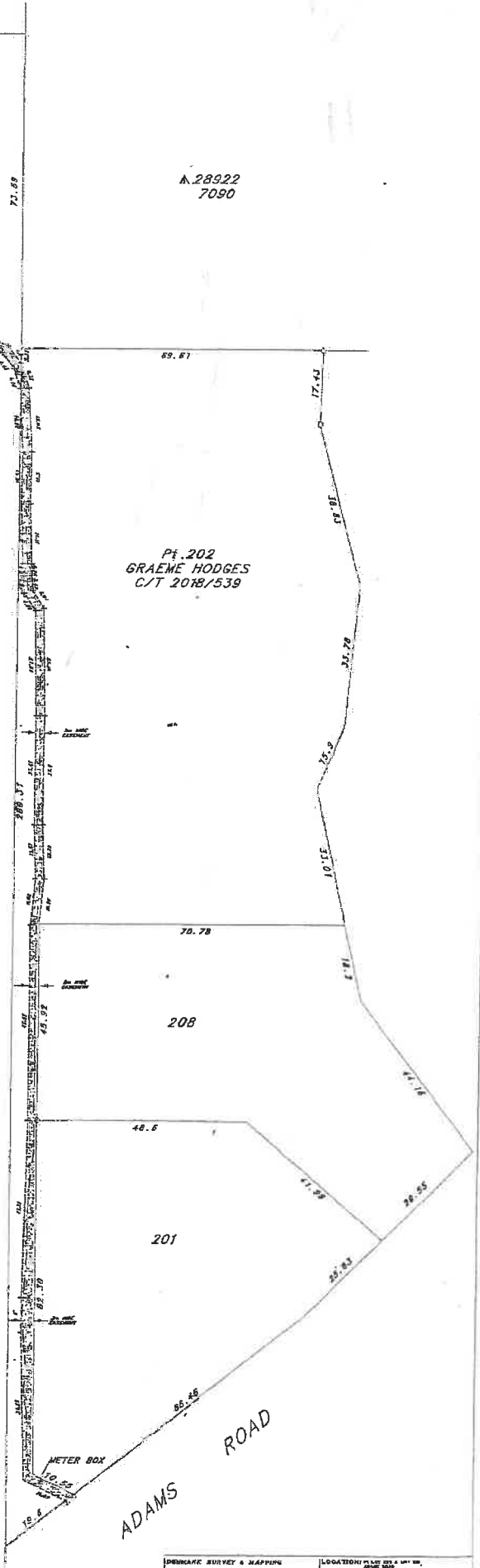
Pt. 202
GRAEME HODGES
C/T 2018/539

210
ILLYA ÇENIN

PROPOSED EASEMENTS OVER LOT 210
& Pt LOT 202 ADAMS ROAD - DENMARK



-  LEASE AREA
-  ÇENIN EASEMENT
-  HODGES EASEMENT



ADAMS ROAD

LICENCE AGREEMENT

SHIRE OF DENMARK

(Licensor)

- and -

DENMARK FM LTD

(Licensee)



ACN 121 569 882

www.hfmlegal.com.au

Lawyer: Terrence East (Denmark)
Ref: 24335/DGF

BROOME | A Suite 3/2A MacPherson Street | **P/A** PO Box 2124 Broome WA 6725 | **P** (08) 9193 5915 |
DENMARK | A 55 Strickland Street | **P/A** 55 Strickland Street Denmark WA 6333 | **P** (08) 9848 3908 |
MADDINGTON | A Suite 5/205 Burslem Drive | **P/A** PO Box 1 Maddington WA 6989 | **P** (08) 9493 1399 |
MOUNT LAWLEY | A 653 Beaufort Street | **P/A** PO Box 1 Maddington WA 6989 | **P** (08) 9328 6226 |

25 June 2024 - Attachment 9.3.7b

TABLE OF CONTENTS

1. Definitions.....	1
2. Recitals.....	1
3. Interpretation	2
4. Licence	2
5. No Estate or Interest.....	2
6. Holding Over.....	2
7. Licence Fee	3
8. Licensee's Obligations	3
9. Insurance.....	3
10. Indemnities and Releases.....	4
11. No Assignment or Subletting.....	4
12. Ending this Licence.....	5
13. Acknowledgement	5
14. GST	5
15. Notices	6
16. Dispute Resolution.....	6
17. Compliance with Laws and Requirements	7
18. Costs	7
19. Governing Law	7
20. Severability	7
21. Counterparts.....	7
22. Execution.....	8

THIS LICENCE AGREEMENT is made on the date specified in Item 1 between:

- A the person (**Licensor**) specified in Item 2; and
- B the person (**Licensee**) specified in Item 3.

1. Definitions

In this Licence Agreement, the following words have these meanings if they begin with a capital letter in the text.

Annual Fee means the Annual Fee specified in Item 8 of the Schedule;

Head Lessor means IILYA and SUSAN FAY CENIN both of 'The Cove' Payne Road, Denmark in the State of Western Australia;

Item means an Item of the Schedule;

Lease means a lease between the Head Lessor and the Licensor in respect of the Licensed Area dated 21 November 2005;

Licence Agreement means this Licence Agreement as varied or amended from time to time;

Licensed Area means the Licensed Area described in Item 6 of the Schedule;

Permitted Use means the permitted use described in Item 7;

Schedule means the Schedule at the end of this Licence Agreement;

Term means the term specified in Item 4.

2. Recitals

- 2.1 The Licensor leases the Licenced Area from the Head Lessor for the purpose of television and radio rebroadcasting and has installed a 40 metre tower and associated equipment for this purpose.
- 2.2 The Licensor's lease over the Licensed Area (**Headlease**) expires on 30 June 2024.
- 2.3 The Licensee has requested access to the Licenced Area for the purpose of installing transmission equipment to broadcast the Denmark Community Radio Station.
- 2.4 The Licensor has agreed to grant a licence to the Licensee over the Licensed Area and the Head Lessor has consented to the Licensor granting the licence to the Licensee for the Permitted Use.
- 2.5 Save as is expressly or by necessary implication hereby varied this Licence is made subject to the terms and conditions of the Headlease and the parties agree to be bound by the Headlease.

3. Interpretation

3.1 In this Licence Agreement, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa.
- (b) a reference to a person includes:
 - i. a body corporate, unincorporated association, partnership or authority; and
 - ii. a person's successors, administrators, executors and assigns.
- (c) an agreement, undertaking or indemnity given by, or in favour of, more than one person binds, or is for the benefit of, them jointly and severally.
- (d) a reference to a clause is a reference to a clause in this Licence Agreement.
- (e) a reference to a thing (including any amount) is a reference to it wholly or partially.
- (f) a reference to this Licence Agreement includes any variation or extension of it.
- (g) a reference to a law includes any amendment or replacement of it.
- (h) headings are inserted for convenience only and do not affect the interpretation of this Licence Agreement.

4. Licence

4.1 In consideration of payment of the Annual Fee the Licensor permits the Licensee to use and occupy the Licensed Area, on a non exclusive basis, for the term specified in Item 4 and for the Permitted Use specified in Item 7 subject to the due and punctual performance of the terms and conditions set out in this Licence Agreement.

5. No Estate or Interest

5.1 This Licence Agreement does not confer upon the Licensee any estate or interest in the Licensed Area or any part thereof and the possession and control of the Licensed Area shall at all times remain vested in the Licensor.

6. Holding Over

6.1 If the Licensee continues to use the Licensed Area after the last day of this Licence Agreement (including any option to renew the Term), it does so under an annual tenancy beginning on the day after the last day of this Licence Agreement as specified in the Schedule.

6.2 If the holding over provisions apply then:

- (a) either party may terminate this Licence Agreement on one (1) month's written notice to the other; and
- (b) both parties continue to be bound by the terms of this Licence Agreement.

7. Licence Fee

7.1 The Licensee must pay to the Licensor the Annual Fee.

8. Licensee's Obligations

8.1 The Licensee, on behalf of its employees, volunteers, agents, contractors, servants, guests and invitees, through out the term of this Licence Agreement, will:

- (a) ensure that the Licensed Area is only used for the Permitted Use as specified in Item 7 and for any other use permitted by the Licensor in writing from time to time;
- (b) ensure that the Licensed Area is maintained in a clean and tidy state and protect it from damage;
- (c) not create a nuisance including any offensive, noisy or noxious activity on or around the Licensed Area;
- (d) not improve, add to or alter the Licensed Area without first obtaining the prior written consent of the Licensor whose consent is not to be unreasonably withheld;
- (e) not erect a poster or sign on any part of the Licensed Area without first obtaining the prior written consent of the Licensor;
- (f) make good any damage to infrastructure caused by the Licensee;
- (g) unless otherwise agreed, remove all property, including any fixtures attached to the Weedon Hill Transmission Tower by the Licensee and, at its cost, ensure that the Licensed Area is left in a clean and tidy state at the end of the Term; and
- (h) observe, comply with and ensure that the Licensee's employees, volunteers, agents, contractors, servants, guests and invitees observe and comply with all rules, terms, conditions or reasonable directions in respect of the use of the Licensed Area made by the Licensor from time to time.

9. Insurance

9.1 The Licensee must:

- (a) Maintain, with insurers acceptable to the Licensor, and on terms approved by the Licensor (with such approval to be presumed unless the Licensor expressly disapproves):
 - i. in the name of the Licensee and (if requested by the Licensor) the Licensor, public liability insurance in respect of the Licensed Area (including without limitation any risk associated with or arising directly or indirectly from the Licensed Area, including the condition of the Licensed Area) for an amount of not less than twenty million dollars (\$20,000,000) in respect of any one claim; and

- ii. such other insurances relating to the Licensed Area as are required by law (e.g. workers' compensation insurance).
- (b) ensure that the insurance policies contain all conditions, endorsements and exclusions reasonably acceptable to or required by the Licensor from time to time;
- (c) pay all insurance premiums on time;
- (d) provide evidence of the currency of the insurance policy or policies whenever reasonably requested to do so by the Licensor; and
- (e) immediately notify the Licensor if an insurance policy required by this clause is cancelled or an event occurs which may allow a claim or affect its rights under an insurance policy in connection with the Licensed Area.

10. Indemnities and Releases

10.1 Indemnity

The Licensee shall indemnify and keep indemnified the Licensor, its employees and agents from and against all claims, actions, liabilities and losses arising from, and any costs, charges and expenses incurred in connection with:

- (a) loss of or damage to any property; and/or
- (b) injury or death of any person,

caused by an act, negligence or default of the Licensee or of the Licensee's employees, agents, contractors, servants, guests and invitees. This does not apply to the extent caused or contributed to by the Licensor.

10.2 Release

The Licensee releases and discharges the Licensor and its employees and agents from and against all claims, actions, liabilities and losses arising from, and any costs, charges and expenses incurred in connection with:

- (a) loss of or damage to any property; and/or
- (b) injury or death or any person,

which the Licensee or any person claiming through the Licensee has or at any time hereafter might have had against the Licensor or its employees or agents, caused by an act, negligence or default of the Licensee or of the Licensee's employees, agents, contractors, servants, guests and invitees. This does not apply to the extent caused or contributed to by the Licensor.

11. No Assignment or Subletting

11.1 The Licensee must not:

- (a) assign this Licence Agreement;
- (b) create in favour of any person an interest in this Licence or the Licensed Area;

or

- (c) allow any person to use or occupy the Licensed Area,

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

12. Ending this Licence

12.1 Either party may terminate this Licence Agreement upon six (6) month's written notice to the other party at any time during the Term (or any option to renew the Term) of this Licence Agreement.

12.2 Upon determination of this Licence Agreement, the Licensee must:

- (a) remove any of its property located on the Licensed Area;
- (b) return the Licensed Area to a condition consistent with that at commencement of this Licence Agreement or to a level reasonably agreed by the Parties; and
- (c) make good any damage caused by the Licensee to the Licensed Area or any property of the Licensor.

13. Acknowledgement

13.1 The parties hereby acknowledge and agree that in the event that any transfer in ownership of the Licensed Area to a related entity of the Licensor occurs during the term of this Licence Agreement, this Licence Agreement is intended to and will continue to apply.

14. GST

14.1 Consideration is exclusive of GST

The consideration for a Supply under this Licence Agreement (other than under this clause 14) is exclusive of any GST imposed on the Supply.

14.2 Recovery of GST

If a Supply under this Licence Agreement is subject to GST:

- (a) the Recipient of the Supply must pay, in addition to the other consideration payable or to be provided for the Supply, an additional amount equal to the GST; and
- (b) the Recipient must pay the additional amount to the supplier at the same time as the other consideration.

However, the Recipient need not pay the additional amount until the supplier gives the Recipient a Tax Invoice.

14.3 Adjustment of additional amount

If the additional amount differs from the amount of GST payable by the supplier on the Supply:

- (a) the supplier must promptly issue an Adjustment Note to the Recipient; and
- (b) an amount equal to the difference must be paid by the supplier to the Recipient, or by the Recipient to the supplier, as appropriate.

14.4 Reimbursement

If any party is entitled to payment of any costs or expenses by way of reimbursement or indemnity, the payment must exclude any part of that cost or expense which is attributable to GST for which that party or the Representative Member of any GST Group of which that party is a Member is entitled to an Input Tax Credit.

14.5 Definitions

In this clause, **Adjustment Note**, **GST**, **GST Group**, **Input Tax Credit**, **GST Law**, **Member**, **Recipient**, **Representative Member**, **Supply** and **Tax Invoice** have the meanings given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

15. Notices

15.1 A notice, approval or other communication under or about this Licence Agreement must be:

- (a) in writing; and
- (b) delivered to the party, or left at or sent by registered prepaid post, to the address of the party specified in items 2 and 3 of the schedule.
- (c) A notice, approval or other communication under or about this Licence Agreement is taken to have been received:
 - (i) if delivered or left at the address of the party, on that day;
 - (ii) if posted, on the seventh day after posting; and
 - (iii) if sent by email, when the sender receives confirmation that the email has been transmitted in its entirety.

16. Dispute Resolution

16.1 Any dispute arising under this Licence Agreement will, in the absence of agreement between the parties, be determined by the award of a single arbitrator, if the parties can agree upon one, and if not then as appointed by the President of the Law Society of Western Australia from time to time, and in either case the provisions of the *Commercial Arbitration Act 1985* (WA) shall apply and either party may be represented by lawyers and/or counsel at any stage during the arbitration proceedings.

17. Compliance with Laws and Requirements

17.1 The Licensee shall comply with and observe at its cost all present and future statutes, regulations, planning schemes, local laws, by-laws and orders affecting the use of the Licensed Area by the Licensee and with all notices received either by the Licensor or the Licensee from any relevant authority.

18. Costs

18.1 The parties will bear their own legal costs for the preparation, negotiation, consideration and execution of this Licence Agreement.

19. Governing Law

19.1 This Licence Agreement is governed by the law in force in Western Australia and each party irrevocably and unconditionally submits to the non exclusive jurisdiction of the courts of Western Australia.

20. Severability

20.1 If any clause in this Licence Agreement is held to be unlawful, invalid, unenforceable or in conflict with any rule of law, statute, ordinance or regulation, the validity and enforceability of the remaining clauses shall not be affected and each remaining clause will be valid and enforceable to the fullest extent permitted by law.

21. Counterparts

21.1 This Licence Agreement may consist of separate counterparts and the counterparts taken together constitute one and the same instrument.

22. Execution

The common seal of **SHIRE OF DENMARK ABN 24 355 062 623** was hereunto affixed by authority of resolution of the Council in the presence of:

Signature of Shire President

Signature of Chief Executive Officer

Name of Shire President

Name of Chief Executive Officer

Executed by **DENMARK FM LTD ACN 672 127 650 ABN 91 672 127 650**

Signature

Signature

Name

Name

Position

Position

SCHEDULE

Item 1 Date of Licence Agreement

The _____ day of _____ in the year _____

Item 2 Licensor

Name: Shire of Denmark
Address: 953 South Coast Highway, Denmark WA 6333
Contact: Chief Executive Officer
Tel: (08) 9848 0300
Email: enquiries@denmark.wa.gov.au

Item 3 Licensee

Name: Denmark FM Ltd
Address: PO Box 36, Denmark WA 6333
Contact: Denmark FM Manager
Tel: 0483 841 974
Email: manager@denmarkfm.com.au

Item 4 Term

Commencement Date

1 July 2024

Date of Termination of Licence

30 June 2034

Item 5 Licensed Area

That part of the land known as Lot 210 on deposited plan 20982 and comprised in certificate of title volume 2103 folio 633 and shaded in the Plan of Licence Area.

Item 6 Permitted Use

The Licensee is permitted to use the Licensed Area as follows:

- (a) to install radio and transmission equipment in the Licensed Area in order to broadcast the Demark Community Radio Station; and
- (b) to maintain the equipment it has installed in the Licensed Area.

Item 7 Annual Fee

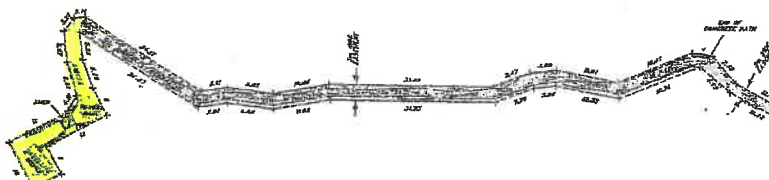
Denmark FM Ltd are required to acknowledge the Shire of Denmark as a supporter through its media.

PLAN OF LICENCE AREA

SEE NEXT PAGE

209

A.28922
7090






210
ILLYA ÇENIN

Pt. 202
GRAEME HODGES
C/T 2018/539



PROPOSED EASEMENTS OVER LOT 210
& Pt LOT 202 ADAMS ROAD - DENMARK

METER BOX
ADAMS ROAD

-  LEASE AREA
-  ÇENIN EASEMENT
-  HODGES EASEMENT.

HEAD LESSOR'S CONSENT

IILYA and SUSAN FAY CENIN both of 'The Cove' Payne Road, Denmark in the State of Western Australia being the Head Lessor CONSENT to the above Licence Agreement PROVIDED THAT such consent is restricted to the particular Licence Agreement herein authorised and save as aforesaid the covenants in the Head Lease against sub-letting, assignment, transfer or parting with possession of the Licensed Area or any part thereof or the Head Lease or any estate or interest therein shall continue to apply and remain in full force and effect provided further that nothing in this Licence Agreement shall release the Licensor from any obligation, term, covenant or condition contained in the Head Lease on the part of the Licensee to be observed and performed.

SIGNED BY)
IILYA CENIN)
in the presence of:)

Witness signature

Witness name

Witness address

Witness occupation

Witness email

SIGNED BY)
SUSAN FAY CENIN)
in the presence of:)

Witness signature

Witness name

Witness address

Witness occupation

Witness email