

**LEASE OF  
26 BARKER STREET, YORK**

**SHIRE OF YORK**

(“Lessor”)

-and-

**YORK COMMUNITY RADIO STATION**

(“Lessee”)

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17. LESSOR'S CONTRIBUTIONS

SCHEDULE 1

SCHEDULE 2

SCHEDULE 3

This Deed of Lease made

2005

**BETWEEN:**

The Lessor named and described in Item 1 of Schedule 1; and

The Lessee named and described in Item 2 of Schedule 1

NOW THIS DEED WITNESSES:

**1. DEFINITIONS INTERPRETATIONS**

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In this Lease unless the contrary intention appears:

**Authority** means any statutory, public, municipal, governmental (State or Federal), or local authority.

**Building** means the building and improvements erected on the Land together with any alterations thereto.

**Business Day** means a day on which trading banks are open for general banking business in Perth, Western Australia.

**Commencing Date** means the date of commencement of this Lease as set out in Item 7 of Schedule 1.

**Further Term** means the Option Term set out in Item 13 of Schedule 1.

**Interest Rate** means the rate of 4% above the Commonwealth Banking Corporation rate for overdraft accommodation of amounts less than \$100,000.

**Institute** means the Institute of Valuers and Land Economists (Inc) for Western Australia.

**Land** means the land described in Item 3 of Schedule 1.

**Lease** means this lease and any schedules, appendices, annexures to this lease.

**Lessee** means and includes the Lessee named in Schedule 1 of this Lease and in the case of a natural person the executors, administrators, successors and permitted assigns of the Lessee and in the case of a corporation the successors and permitted assigns of the Lessee.

**Lessee's Employees** means each and every of the Lessee's employees, contractors, agents, invitees and visitors who may at any time be in or upon the Premises or the Land.

**Lessor** means the Lessor named in Schedule 1 of this Lease and includes the Lessor, its successors and assigns.

**Outgoings** where used in this Lease shall mean the total sum of all outgoings, costs and expenses properly and reasonably assessed, charged, imposed, levied or paid by the Lessor in relation to the Premises the Building and the Land and without limiting the generality of the foregoing shall include:

- (a) all taxes (including any State or Federal land tax, on the basis that the Land is the only land owned by the Lessor, but excluding any income tax or capital gains tax), rates, assessments and charges, levies, impositions and fees imposed, levied or charged by any Authority upon the Land or Premises;
- (b) all rates, costs and charges payable in relation to the supply of water, sewerage and drainage to or from the Premises;
- (c) all charges incurred or paid by the Lessor for lighting, heating, air conditioning, ventilating the Building or providing electricity, gas or fuel to the Premises;
- (d) the cost of collecting and disposing of garbage and refuse from the Premises.

**Permitted Use** means the use prescribed in Item 14 of Schedule 1.

**Premises** means the premises described in Item 4 of Schedule 1 including but not limited to all lighting and electrical installations, all fences, gates, reticulation, drainage systems and other fixtures, fittings and equipment of the Lessor in the Premises.

**Rent** means the amount of annual rent payable in respect of the Premises as specified in Item 5 of Schedule 1.

**Review Dates** means the dates for review of the Rent specified in Item 12 of Schedule 1.

**Schedule** means a schedule to this Lease.

**Statute** means any statutes, rules, regulations, proclamations, ordinances, or by laws, present or future or amending consolidating or replacing the same.

**Term** means the term of this Lease as set out in Item 8 of Schedule 1.

**Terminating Date** means the date of termination set out in Item 11 of Schedule 1.

## 1.2 Interpretation

- (a) Words importing the singular number shall include the plural, the masculine gender the feminine or neuter gender and vice versa and words importing persons shall include incorporations.
- (b) Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and each of them severally.
- (c) Headings of clauses and sub-clauses have been inserted for guidance only and shall not be deemed to form any part of the context of this Lease.
- (d) Each reference in this Lease to any of the clauses in the Schedule, Schedules or Annexure hereto shall be construed to incorporate the data stated under that Clause.
- (e) All references to statutes this Lease shall include all statutes amending, consolidating or replacing the statutes referred to.
- (f) In the interpretation of this Lease no rules of construction shall apply to the disadvantage of one party on the basis that party put forward this Lease or any part of this Lease.

## 2. TERM

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The Lessor grants to the Lessee this Lease for the Term commencing on the Commencement Date and terminating on the Terminating Date.

## 3. RENT AND OUTGOINGS

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### 3.1 Manner of Payment

- (a) The Lessee shall pay to the Lessor a peppercorn rental of \$1 per annum, payable in advance, at the commencement of the lease.
- (b) The rent shall be reviewed annually in accordance with Schedule 2.

### 3.2 Outgoings

- (a) The Lessee shall pay to the Lessor on demand or as the Lessor shall direct the Outgoings which now are or shall be charged in respect of the Premises or be payable by the owner or occupier thereof PROVIDED THAT if no separate assessment issues for any of such Outgoings the Lessee shall pay such amount as is reasonably determined by the Lessor.
- (b) The Outgoings shall be deemed to accrue from day to day and in respect of

any Outgoings Year less than twelve (12) months, the Lessor shall be entitled to apportion the same on a daily basis.

### **3.3 Payment for Services**

The Lessee will pay all charges for gas electricity oil and water consumed in the Premises, in respect of any telephone services connected to the Premises and all other charges and impositions imposed by any public utility or Authority for any service separately supplied to the Premises and where practicable, the accounts for these services shall be held in the name of the Lessee.

## **4. OPTION FOR RENEWAL AND HOLDING OVER**

### **4.1 Further Term**

If the Lessee desires to have a lease of the Premises for the Further Term and gives to the Lessor not more than six (6) and not less than three (3) months' notice in writing to that effect prior to the expiration of the Term then (provided that at the date of exercise of such option and at the date of expiry of the Term the Lessee has not failed to comply within the reasonable time specified therein with any notice given by the Lessor to the Lessee requiring the Lessee to remedy any breach committed by the Lessee of the terms and conditions contained in this Lease) the Lessor shall grant to the Lessee a further lease of the Premises for the Further Term 3 – 5 years commencing on the day following the date of expiration of the Term. Any such further lease shall be on the same terms and conditions as this Lease (except this option clause).

### **4.2 Holding Over**

Should the Lessee continue to occupy the Premises beyond the expiration of the Term then the tenancy shall continue as a tenancy from month to month commencing on the day following that on which this Lease expires and otherwise on the same terms and conditions as are contained in this Lease with the exception of any option for a further term.

## **5. USE OF THE PREMISES**

### **5.1 Permitted Use**

The Lessee:

- (a) is entitled to use the Premises for the Permitted Use and the Lessee shall not without the written consent of the Lessor use the Premises for any purpose other than the Permitted Use.
- (b) shall not carry on upon the Premises any immoral or illegal act or business occupation.
- (c) shall not do on the Premises anything which is or may become a nuisance to

tenants or the occupiers of the Building.

(d) shall not store or use any chemicals or volatile or explosive substances upon the Premises (other than in accordance with the Permitted Use).

#### 5.2 Signs

The Lessee must not place any sign or advertisement (**Signs**) on any part of the Premises without the prior written consent of the Lessor. Any approved signs must be removed by the Lessee upon the termination of this Lease and the Lessee must make good any damage caused to the Premises caused by such removal.

### 6. CLEANING, REPAIR, ETC.

#### 6.1 Lessee to Keep Premises Clean etc

Without limiting Clause 7.1, the Lessee shall:

(a) keep the Premises in good order and condition and keep the Premises in a tidy, sanitary and clean condition;

(b) take steps to control any pest infestation occurring within the Premises.

#### 6.2 Maintenance

Without limiting the generality of any clause in this Lease the Lessee shall undertake the maintenance and cleaning obligations set out in Schedule 3.

#### 6.3 Breakages

The Lessee shall at the Lessee's expense make good any breakage or damage to the Premises or to any part of the Land caused by the Lessee or the Lessee's Employees.

### 7. REPAIRS, ALTERATIONS, MAINTENANCE, ETC

#### 7.1 To Keep and Yield Up in Good Repair, etc.

The Lessee shall keep the Premises in good and tenantable repair and condition having regard to the condition thereof at the Commencing Date (fair wear and tear and war damage and damage by fire explosion earthquake aircraft flood tempest Act of God riot and civil commotion excepted save where any insurance moneys are irrecoverable through the act or omission, negligence, or default of the Lessee or the Lessee's Employees) and the Lessee shall yield up the Premises at the expiration or sooner determination of the Term in such repair and condition.

## 7.2 Alterations to Premises

- (a) The Lessee shall not make or permit to be made any alterations installations or additions to the Premises (the **Works**) without the prior written approval of the Lessor.
- (b) The following provisions apply to the Works (if approved by the Lessor) unless the Lessor waives compliance with them in writing:
  - (i) the Lessee must submit to the Lessor professionally drafted drawings and other specifications of the Works;
  - (ii) the Works must be carried out at the cost of the Lessee by qualified contractors or tradesmen in a proper and workmanlike manner to the satisfaction of the Lessor;
  - (iii) the Lessee shall obtain from any Authority all approvals or permits necessary to enable the Works to be lawfully effected and shall produce for inspection to the Lessor copies of all such approvals;
- (c) In the event of emergency maintenance works being required to the Premises, the Lessee shall use its best endeavours to contact an officer of the Lessor in order to obtain authorisation prior to undertaking such emergency maintenance works.

## 7.3 Lessor May Enter Premises

The Lessor shall have the right for itself its agents authorised servants or workmen at all reasonable times to enter the Premises without causing undue interference to the occupation and use of the Premises by the Lessee:

- (a) To carry out any works, repairs, alterations or additions which the Lessor may require be done to the Premises or the Building for the purpose of exercising the powers and authorities of the Lessor under this Lease;
- (b) To view the state of repair and condition of the Premises and serve upon the Lessee a notice in writing of any breach of its obligations under this Lease;
- (c) To execute such required repairs in default of the Lessee repairing any defect specified in a notice served upon the Lessee;
- (d) To comply with the terms of any Statute affecting the Premises or the Building or of any notice served upon the Lessor or Lessee by any Authority which the Lessee may not be bound to do.

## **7.4 Annual Maintenance Inspection**

The Lessor may carry out a maintenance inspection during each year of the Term and the Lessor may prepare a Schedule of maintenance works which the Lessor requires the Lessee to undertake and the Lessee shall carry out such works to the satisfaction of the Lessor within 90 days of receipt of the Schedule by the Lessee.

## **8. INDEMNITY**

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### **8.1 Indemnity Against Loss and Damage to Property/Personal Injury**

The Lessee indemnifies and shall keep indemnified the Lessor against all loss, damage, costs, claims and demands made against the Lessor or any of the Lessor's servants, contractors or agents:

- (a) with respect to the Premises, the Building and all property of the Lessor or any other person in the Building caused by the Lessee's occupation of the Premises or by the acts, omissions, or negligence of the Lessee or the Lessee's Employees;
- (b) by reason of the negligent or careless use or abuse of water gas or electricity or faulty fittings and fixtures of the Lessee or as a result of damage to the environment and/or disposal of waste by the Lessee or the Lessee's Employees;
- (c) by any person for any injury such person may sustain when using or near the Premises where such injury arises as a result of the acts, omissions or negligence of the Lessee or the Lessee's Employees.

### **8.2 Release**

The Lessee agrees to occupy and use the Premises at its- own risk. The Lessee releases to the full extent permitted by law the Lessor and its contractors, servants and agents from all claims and demands of every nature resulting from:

- (a) any accident, damage, death or injury occurring in or near the Premises or in the Building; and
- (b) loss or damage to any property of or in the possession of the Lessee and contained in or about the Premises occasioned by water, heat, fire, electricity, vermin, explosion, tempest, bursting pipes or by the entry of water from any source whatsoever (without limitation from the water supply, and sprinkler system or other apparatus, from the roof, walls, gutters, downpipes, fire equipment, or arising from any defect in the gas, water electricity or air-conditioning) or for any loss of profits resulting from such damage.

## **9. INSURANCE**

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### **9.1 Policies of Insurance**

The Lessee shall effect and keep current:

- (a) a public risk insurance policy in an amount not less than the amount referred to in Item 15 of Schedule 1;
- (b) a policy insuring trade and tenant's fixtures and fittings and the Lessee's stock-in-trade at the Premises against loss or damage by or in consequence of explosion, fire, flood, lightning, storm, tempest and damage caused by sprinkler leakage or usage (and other usual and necessary risks against which a lessee can and does ordinarily insure);

### **9.2 Required Provisions**

The following provisions apply to all policies of insurance required to be effected by the Lessee under this Lease:

- (a) All policies are to be with a respectable and solvent insurance company reasonably acceptable to the Lessor.
- (b) Duplicate or certified copies of the policies and all renewal certificates, endorsement slips and reasonable proof of payment are to be lodged by the Lessee with the Lessor within 21 days after the commencement of the Lease and within 21 days after each anniversary of that date.
- (c) All premiums in respect of all such policies are to be paid punctually by the Lessee.

### **9.3 Building Insurance**

The Lessor shall effect insurance of the Building and any improvements on the Land (**the Building Insurance**) and the Lessee shall pay to the Lessor on demand:

- (a) all premiums for the Building Insurance;
- (b) the excess amount for each claim against the Building Insurance.

#### **9.4 Lessee Not to Void Insurances**

The Lessee shall not do any act matter or thing upon the Premises which shall increase the rate of or render void or voidable any fire insurances or other insurances on the Premises or the Building.

#### **9.5 Excess on Lessor's Insurance**

The Lessee shall pay to the Lessor all excess, premiums and other charges (if any) for insurances effected by the Lessor payable on account of extra risk caused by the use or occupancy of the Premises by the Lessee.

#### **9.6 Other Regulations**

The Lessee will comply with all regulations or requirements of any Authority and of the Insurance Council of Australia in relation to the sprinklers and other fire prevention equipment on the Premises.

### **10. ASSIGNMENT AND SUB-LETTING**

#### **10.1 No Assignment, Transfer, etc**

Except as set out in this clause 10, the Lessee shall not assign, transfer, sub-let or part with possession of the Premises or any part thereof or permit the Premises or any part thereof to be assigned, transferred, sub-let or put into possession of any person or persons without the consent of the Lessor and if such consent is granted then on such terms as the Lessor shall reasonably determine.

Sections 80 and 82 of the Property Law Act are excluded and do not apply to this Lease.

#### **10.2 Not to Mortgage or Charge**

The Lessee shall not mortgage, charge or otherwise encumber any estate or interest in the Premises or any fixtures fittings or equipment on the Premises without first obtaining the consent in writing of the Lessor.

### **11. LESSEE'S DEFAULT**

#### **11.1 Events and Consequences**

In any of the following circumstances, namely:

- (a) if any moneys including the Rent and Lessee's Proportion of Outgoings payable by the Lessee to the Lessor under this Lease shall not have been paid within twenty-eight (28) days after it becomes due whether demanded or not; or
- (b) if the Lessee shall fail to observe perform or fulfill any of the other terms covenants conditions and restrictions contained in this Lease on the part of the Lessee within fourteen (14) days after service of a notice by the Lessor (or such longer period as the Lessor shall determine) on the Lessee requiring such observance or performance;
- (c) if the Premises are deserted or vacated;

the Lessee shall be deemed to have made default under this Lease.

#### **11.2 Lessor's Rights in Default**

If the Lessee shall have made default as specified in Clause 11.1 the Lessor may at its option without notice except as required by law and without prejudice to any other right or remedy, re-enter into and take possession of the Premises in the name of the whole and eject the Lessee and all other persons from the Premises and repossess and enjoy the Premises as of its first and former estate therein.

#### **11.3 Essential Provisions and Damages .**

- (a) Each of the covenants by the Lessee specified in this sub-clause are essential terms of the Lease:

(i). Clause 7.1.

(ii) Clause 9.1;

(iii) Clause 10.1;

PROVIDED THAT this clause does not mean that there are no other essential terms in this Lease.

- (b) Without prejudice to the right of action to the Lessor in respect of any breach of the covenants conditions and stipulations on the Lessee's part contained or implied in this Lease THE LESSEE COVENANTS with the Lessor -(such covenant to survive the determination of the Term or Further Term or any deemed surrender at law of this Lease) THAT if the Term or Further Term is determined for breach of an essential term or by the acceptance by the Lessor of a repudiation of the Lease by the Lessee the Lessee shall pay to the Lessor upon demand by the Lessor, all monies whether in the nature of arrears of Rent or otherwise payable to the Lessor prior to the determination of the Term or Further Term and unpaid as of the date of determination of the Term or Further Term and in addition an amount being the difference

between:

- (i) the Rent, Outgoings and other monies which would have been payable by the Lessee to the Lessor for the unexpired balance of the Term or any Further Term if the same had expired by effluxion of time calculated at the rate payable at the date of determination (less a rebate in respect of instalments of Rent, Outgoings and such other monies not then accrued or due to be ascertained by applying the rate of 10% per annum to each instalment over the period by which the date for payment is hereby brought forward) together with any costs and expenses incurred by the Lessor or which the Lessor reasonably expects to incur as a result of such early determination including but not limited to all costs incurred by the Lessor in reletting or attempting to relet the Premises AND
- (ii) the aggregate of the Rent, Outgoings and other monies which the Lessor reasonably expects to obtain by reletting the Premises between the date of determination of the Term or Further Term and the date the Term or Further Term would have expired by effluxion of time

(c) For the purposes of this Clause the Lessor shall be obliged to take reasonable steps to mitigate its damages and to endeavour to relet the Premises at a reasonable rental and on reasonable terms PROVIDED THAT the Lessor shall not be required to offer or accept in respect of such reletting rentals or terms which are the same or similar to the rentals or terms herein contained or implied AND a certificate signed by the Lessor will be prima facie proof of the amount of the Lessor's claim determined in this clause.

#### **11.4 Interest**

The Lessee shall pay to the Lessor interest at the Interest Rate on any moneys due but unpaid for twenty eight (28) days by the Lessee to the Lessor under this Lease such interest to be computed from the due date for payment of moneys in respect of which the interest is chargeable until payment of such moneys in full.

#### **11.5 Power of Attorney**

The Lessee hereby irrevocably appoints the Lessor to be the true and lawful attorney of the Lessee to execute on behalf of the Lessee a surrender of this Lease and if necessary the withdrawal of any caveat registered by the Lessee against the Premises, and to do all such things and sign all documents as may be necessary to obtain registration of those documents PROVIDED THAT such power shall not be exercised unless and until the right of re-entry shall have been exercised by the Lessor in accordance with the powers of the Lessor contained in this Lease (sufficient proof whereof shall be the statutory declaration of any officer of the Lessor duly authorised by the Lessor in that behalf).

## **11.6 Liquidated Debt**

If the Lessee shall fail to pay any moneys under this Lease to any person other than the Lessor or if the Lessee shall fail to perform any covenant contained or implied in this Lease, the Lessor may at its option as the agent of the Lessee make any such payment or do any acts, things and works as may be necessary to perform such covenants and the full amount of any payments made shall constitute a liquidated debt due and owing by the Lessee to the Lessor and shall be paid on demand by the Lessor (without deduction or right of set off).

## **12. COVENANTS BY THE LESSOR**

### **12.1 Quiet Enjoyment**

Subject to any reservations contained in this Lease, upon the Lessee complying with its covenants contained in this Lease, the Lessee may occupy the Premises without any interruption or disturbance from the Lessor or any person lawfully claiming under the Lessor.

## **13. HEADLEASE AND OTHER RESERVATIONS**

### **13.1 Powers of Entry etc**

- (a) The Lessee will permit the Lessor and any person having any estate or interest in the Land superior to or concurrent with the Lessor to exercise the Lessor's powers specified in Clause 7.3.
- (b) In the event of- a person other than the Lessor becoming entitled to receive the rents reserved by this Lease either by operation of law or otherwise, the Lessee agrees that such person shall have the benefit of all -covenants and agreements -on the part of the Lessee under this Lease.

## **14. ABATEMENT OF RENT**

### **14.1 Destruction or Damage**

If the whole or any part of the Building shall be destroyed or damaged by fire, flood, lightning, storm, tempest or otherwise by inevitable accident or act of God so as to render the Premises unfit for the Permitted Use, then payment of the Rent shall be suspended until the Premises can again be used and occupied by the Lessee under this Lease and if the Premises is still usable under the Lease but its usability is diminished due to the damage, the Lessee's liability to pay Rent attributable to any period during which usability is diminished shall be reduced in proportion to the reduction in usability caused by the damage.

## **14.2 Lessee and Lessor may Determine**

- (a) If the Premises cannot be used as referred to in Clause 14.1, this Lease may be determined by written notice by either the Lessor or the Lessee to the other but the Lessee or the Lessor shall not be entitled to determine this Lease as provided in this Clause 14.2 if the Lessor within a period of one (1) month after the occurrence of the said destruction or damage shall have given written notice to the Lessee of its intention to reinstate the Premises (the **reinstatement notice**).
- (b) If the Lessor gives a reinstatement notice to the Lessee and does not within six (6) months after service of the reinstatement notice restore the Premises and make them fit for the occupation and use of the Lessee, the Lessee may terminate this Lease by serving on the Lessor a notice of termination of this Lease.
- (c) Any termination pursuant to this Clause shall be without prejudice to the rights of either party in respect of any antecedent breach matter or thing.
- (d) In the event of any dispute or difference arising out of this Clause 14 it shall be determined by a Valuer appointed by the President or by the person for the time being fulfilling the office of President of the Institute. The costs of any determination pursuant to this clause shall be shared equally between the Lessee and the Lessor.
- (e) Nothing contained or implied in this Lease shall be deemed to impose any obligation upon the Lessor to rebuild or reinstate or make fit for occupation the Premises, or to restore it to its former specifications.

## **15. ADDITIONAL COVENANTS BY THE LESSEE**

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### **15.1 Compliance with Notices Statutes etc**

The Lessee shall comply promptly with and observe at its own expense, all Statutes and notices received from any Authority in respect of the Premises. The Lessee shall not be obliged to carry out structural works unless the same -shall be required by the particular use and occupancy of the Premises by the Lessee or unless such notice was issued as a result of the Lessee being in breach of this Lease.

### **15.2 Notice of Damage**

Should any damage occur to the Premises or should any accident to or breakage or defects in the water pipes, electric light, wiring, or other fixtures or fittings, occur or should the Lessee receive any notice from any Authority with respect to the Premises,

the Lessee shall give notice thereof in writing to the Lessor.

### **15.3 Infectious Illnesses**

Should any infectious illness transpire in the Premises the Lessee shall immediately give notice in writing to the Lessor.

### **15.4 Pay Costs**

- (a) The Lessee shall pay the Lessor's reasonable legal costs of the preparation, negotiation, -stamping and registration of this Lease.
- (b) The Lessee agrees to pay the Lessor's costs, charges and expenses which are incurred in connection with any breach or default by the Lessee under this Lease.

### **15.5 Inventory**

The Lessor shall provide to the Lessee an inventory of all items of property on the Premises and the Lessee shall check and certify the correctness of the inventory within 30 days of the signing of this Lease.

## **16. MISCELLANEOUS**

### **16.1 Notices**

- (a) For the purpose of this clause **notice** means a notice, or other document in writing, consent, approval or other communication under this Lease and the address of a party is that set out below that party's name in the relevant Item in the Schedule or such other address of which that party may from time to time give notice to the other party.
- (b) Any notice served or given by a party under this Lease shall be valid and effectual if served or given under the Common Seal of that party or by any Director or Attorney or Manager or Secretary or Chief Executive Officer for the time being of that party or that party's solicitor.
- (c) Any notice or other document or writing required to be served delivered or given under this Lease may be served delivered or given on a party by:
  - (i) enclosing it in a properly stamped envelope addressed to that party at its place of business or residence last known to the other party and placed in a receptacle provided for that purpose by the postal authority for the time being; or
  - (ii) facsimile to that party's facsimile machine.
- (d) A notice given to a party in accordance with this clause is treated as having

been given and received if delivered, on the day of delivery if delivered before 5.00 pm on a Business Day, otherwise on the next Business Day or if sent by pre-paid mail, on the third Business Day after posting or if sent by facsimile on production of a transmission report by the machine from which the facsimile was sent in its entirety to the facsimile of the recipient.

#### **16.2 Waiver**

No consent or waiver express or implied by the Lessor to or of any breach of any covenant condition or duty of the Lessee shall be construed as a consent or waiver to or of any other breach of the same.

#### **16.3 Severance of Invalid Clauses**

If any provision in this Lease or the application of that provision to any person or circumstance is or becomes invalid or unenforceable, then the remaining provisions of this Lease are not affected and are valid and enforceable.

#### **16.4 Special Conditions**

The Lessee agrees that the special conditions (if any) included in Schedule 1 of this Lease will be deemed to be incorporated in this Lease as if fully set out in this Lease and if there is any inconsistency arising between any term or condition contained in these special conditions and any other term or condition contained in this Lease, the terms and conditions of the special conditions shall prevail.

### **17. LESSOR'S CONTRIBUTIONS**

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The Lessee agrees that it shall acknowledge any contribution (whether financial or otherwise) made by the Lessor to the development of the Premises:

- (a) In any advertisement, publication or other material (whether written or oral) in relation to the Premises;
- (b) By recording such contribution in any historic record of the Premises;
- (c) By displaying a sponsorship sign in dimensions of approximately 500 millimetres by 200 millimetres on the front counter in a prominent place in the Premises.

Executed as a DEED.

## SCHEDULE 1

**1. Lessor's Name and Address**

SHIRE OF YORK of 1 Joaquina Street, York, Western Australia

**2. Lessee's Name and Address**

York Community Radio Station, PO Box 465, York, Western Australia.

**3. Land**

Lot 1 on LTO Plan 4402 being the whole of the land in Certificate of Volume 1659 Folio 867.

**4. Premises**

The Land

**5. Rent**

a peppercorn rental of \$1 per annum.

**6. Term**

Five (5) years

**7. Commencing Date**

1 April 2007

**8. Terminating Date**

31 March 2012

**9. Review Dates**

31 March 2012

**10. Further Term and Commencement Date:**

(a) Further Term	5 Years
(b) Commencing Date	1 April 2012
(c) Terminating Date	31 March 2017

**11. Permitted Use**

**12. Public Risk Insurance**

TEN MILLION DOLLARS (\$10,000,000)

**13. Special Conditions**

13.1 The parties agree that while a goods and services tax, consumption tax, value added tax or like tax imposed on the sale of goods and/or the supply of services (**GST**) is in effect, the Lessee shall, in addition to the other sums detailed in the Lease and this deed, pay on demand:

- (a) the amount of GST validly charges by any person (including the Lessor) on the cost of the supply of any goods or services by that person to the Lessee; and
- (b) by way of reimbursement to the Landlord, the amount of GST paid by the Lessor to any person in (including any Authority) relation to a matter or thing (including rent and outgoings) that, or the cost of which, is the responsibility of the Lessee in terms of this Lease of this deed.

## **SCHEDULE 2**

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### **Rent Review**

#### **Review**

The Lessee agrees to provide copies of the organisation's most recent audited statements for the Shire of York for perusal.

## **SCHEDULE 3**

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### **Lessee's Maintenance and Cleaning Obligations**

#### **INTERNALLY**

The complete interior of the Premises shall be maintained in a clean and tidy condition, free from cobwebs, damage and vermin (termites).

##### **Windows -**

• To be kept clean, operable and lockable.

##### **Doors**

To be kept clean, operable and lockable.

##### **Ceilings**

To be kept clean.

##### **Floors**

To be kept clean and maintained in accordance with the requirements of the type of surface.

##### **Sinks & Basins**

To be kept clean and free from blockages.

##### **Appliances**

Hot water service, stoves, air-conditioning units, refrigerators, fans and heaters are to be kept clean and regularly maintained.

##### **Showers -**

Must be operable with tiles and accessories regularly cleaned.

##### **Cistern & Pans**

To be kept clean and operable.

##### **Light Fittings, Switches and Power Points**

To be maintained in a safe and operable condition.

## **Cupboards**

To be kept clean and in an operable condition.

## **Painting**

Painting as per heritage colours.

## **EXTERNALLY**

### **Windows**

To be kept clean and operable.

### **Security Screens**

To be kept clean and firmly fixed.

### **Verandahs & Eaves**

To be kept clean and free of cobwebs.

### **Light Fittings**

To be kept clean, operable and in a safe condition.

### **Gutters & Downpipes**

To be kept clean, level and in a sound condition.

### **Surrounds**

To be kept clean, tidy and free of rubbish and broken glass.

### **Gardens & Lawns**

To be kept mowed, weeded and maintained to ensure they are healthy and well presented.

### **Approved Signs**

To be kept clean, securely fixed and up-to-date.

THE COMMON SEAL of **SHIRE OF YORK** )  
was hereunto affixed in the presence of: )

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Chief Executive Officer (name and signature)

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Shire President (name/signature)

THE COMMON SEAL of **YORK FM** )  
(INCORPORATED) was hereunto affixed by )  
Order of the Committee in the presence of: )

Sandra Robson Charperson 17/9/2010  
Committee Member (name/signature)

Chris Heaton Chris Heaton 17/9/2010  
Secretary (name/signature)