

I hereby certify that the within is a true and correct copy of the Lease No. 717/97



Mr Jim Sharp

Director General - Department of Parks and Wildlife

**CONSERVATION AND LAND
MANAGEMENT EXECUTIVE BODY**

(Lessor)

and

THE COMMONWEALTH OF AUSTRALIA
represented by
GEOSCIENCE AUSTRALIA

(Lessee)

LEASE NO. 717/97
MUNDARING GEOPHYSICAL OBSERVATORY

STATE FOREST NO. 7

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LEASE dated this

23rd

day of

November

2015

BETWEEN

The **CONSERVATION AND LAND MANAGEMENT EXECUTIVE BODY** a body corporate constituted by the amended *Conservation and Land Management Act 1984* ("the CALM Act") ABN 38 052 249 024 of Locked Bag 104 Bentley Delivery Centre in the State of Western Australia (hereinafter the 'Lessor' which expression where the context so admits includes the person for the time being entitled to the reversion immediately expectant upon the termination of the term hereby created) of the one part.

AND

The **COMMONWEALTH OF AUSTRALIA** represented by **GEOSCIENCE AUSTRALIA** (ABN 80 091 799 039) of Corner of Jerrabomberra Avenue and Hindmarsh Drive, Symonston in the Australian Capital Territory (hereunder the 'Lessee' which expression includes its successors and permitted assigns) of the other part.

RECITALS

- A. The Lessee wishes to secure a lease for the purpose of a geophysical observatory.
- B. A portion of the Land comprising the Premises has been identified as suitable for lease.
- C. The portion of the Land comprising the Premises is under dual tenure also being Reserve 6203 managed by order by Water Corporation for a purpose of Reservoir Aquaduct Water Course and Catchment Area.
- D. Pursuant to Section 97(1) of the CALM Act, the Lessor may grant a lease of the Land so long as the term of lease (including any options to extend) does not exceed 42 years.
- E. The Lessor and the Lessee have hereby consented to enter into this Lease.

In consideration, among other things, of the mutual promises contained in the Lease, the Lessor and the Lessee agree as follows:

1.0 DEFINITION AND INTERPRETATION

1.1 Defined Terms

In the Lease:

'**Adjoining Land**' means that portion of the Land which is within a 100 metre radius of the centre of the Premises;

'Authorisation' includes a consent, authorisation, permit, licence, approval agreement, certificate, authority or exemption from, by or with a Government Agency or required under any Statute and all conditions attached to an authorisation;

'Authority' means any governmental or other public body, local authority or other authority of any kind;

'Break Date' means each of the dates stated in **Item 3A** of the Reference Schedule;

'Business Day' means any day in the State which is not a Saturday, Sunday or public holiday in Perth Western Australia;

'Commencement Date' means the date stated in **Item 2** of the Reference Schedule;

'Contamination' is the state of being contaminated as that term is defined in the *Contaminated Sites Act 2003 (WA)*;

'CPI Rent Review Date' means each anniversary of the Commencement Date during the Term other than each anniversary that is a Crown Land Rent Review Date;

'Crown Land Rent' means the rent that a tenant would be prepared to pay and an owner of the Premises would be prepared to accept taking into account:

- (a) the approved use and utility conferred under the Lease;
- (b) the provisions of this Lease;
- (c) the period which will elapse between the current review date and the next rent review date or, if there is not one, the termination of this Lease;
- (d) the full length of the Term and the benefit of any option to renew;

but disregarding

- (e) any improvement to the Premises;
- (f) the consequences of any default by the Lessee of this Lease which may have adversely affected the condition, rental value or Crown Land rent of the Premises;
- (g) any part of the Term that has expired;

- (h) the value of any property owned or brought onto the Premises by the Lessee and any goodwill created by the Lessee's business or activities on the Premises;

'Crown Land Rent Review' means a review of the rent to Crown Land Rent;

'Crown Land Rent Review Date' means each of the Crown Land Rent Review dates stated in **Item 5B** of the Reference Schedule;

'CSA' means the *Contaminated Sites Act 2003 (WA)*;

'Environmental Expert' means a reputable person who is suitably qualified and experienced in identifying and remediating Contamination, Pollution and Environmental Harm, to the reasonable satisfaction of the Lessor;

'Environmental Harm' has the same meaning as that term is defined in the *Environmental Protection Act 1986 (WA)*;

'Environmental Law' means all planning, environmental, Contamination or Pollution Statutes and any regulations, orders, directions, ordinances or all requirements, permission, permits or licences issued thereunder;

'Environmental Notice' means any notice, direction, order, demand or other requirement to take any action or refrain from taking any action from any Governmental Agency, whether written or oral and in connection with any Environmental Law;

'Expiry Date' means the date stated in **Item 3** of the Reference Schedule;

'Government Agency' means any government or any governmental, semi-government, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity;

'GST' means a goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Act or otherwise on a supply;

'GST Act' means *A New Tax System Goods and Services Tax Act 1999 (Cth)*;

'Insolvency Event' means the happening of any of the following events in relation to the Lessee:

- (a) an application is made to a court for it to be wound up or for the appointment of a provisional liquidator;

- (b) a meeting is convened to place it in voluntary liquidation or to appoint an official manager or an administrator or a controller of any of its assets;
- (c) the appointment of a liquidator, provisional liquidator, official manager or administrator, receiver or receiver and manager of any of its assets, or a controller of any of its assets;
- (d) it is wound up or dissolved;
- (e) it proposes to enter into or enters into any form of arrangement (formal or informal) with its creditors or any of them;
- (f) it is, or is to be regarded as being under section 460(2) or section 585 of the *Corporations Act 2001 (Cth)* unable to pay its debts; or
- (g) it becomes an insolvent under administration as defined in section 9 of the *Corporations Act 2001 (Cth)*;

'Land' means State Forest No. 7;

'Lease' means the lease or tenancy that exists between the Lessor and the Lessee in relation to the Premises of whatever nature and whether at law or in equity as evidenced in whole or in part by this document;

'Lessee' means the Lessee described on page five of the Lease and its successors and assigns or, if the Lessee is a natural person, its executors, administrators and assigns and in either case where the context so permits its employees, agents and contractors;

'Lessee's Covenants' means the covenants and agreements contained or implied in the lease to be observed and performed by the Lessee;

'Lessor' means the Lessor described on page five of the Lease and its successors and assigns and where the context so permits its employees, agents and contractors;

'Month' means calendar month;

'Pollution' means any thing that is pollution within the meaning of that term as defined in the *Environmental Protection Act 1986 (WA)* that is not authorised under any Statute;

'Premises' means the Premises described in Item 1 of the Reference Schedule;

'Rates and Taxes' means any separately assessed rate, tax, levy or any other charge imposed at any time during the Term of the Lease

by any State, local or Federal governmental body, authority, department or instrumentality or any other authority of any kind, in relation to the Premises or any thing under or in connection with the Lease;

'Reference Schedule' means the schedule so described which is included in this document;

'Related Body Corporate' where the Lessee is a holding company of another body corporate, a subsidiary of another body corporate or a subsidiary of a holding company of another body corporate means that other body corporate;

'Relevant Land' means the Premises and Surrounding Area;

'Rent' means the amount stated in **Item 5** of the Reference Schedule;

'Rent Payment Date' means the Commencement Date and after that date the anniversary of the Commencement Date every year during the Term;

'Rent Review Date' includes each Fixed Review Date and Crown Land Rent Review Date;

'Security Interest' means every mortgage, charge, sub-demise, lien, trust or power, which is a security for the payment of money or the compliance with any other obligation;

'State' means the State of Western Australia;

'Statute' means any statute, regulation, proclamation, ordinance or by-law of the Commonwealth of Australia or the State, and includes all statutes, regulations, proclamations, ordinances or by-laws varying consolidating or replacing them and all regulations, proclamations, ordinances and by-laws issued under that statute;

'Surrounding Area' means any land or water adjacent to or in the vicinity of the Premises and the air generally above the Premises, and includes an affected site within the meaning of that term as defined in the CSA;

'Tax Invoice' includes any document or record treated by the Commissioner of Taxation as a tax invoice or as a document entitling a recipient to an input tax credit;

'Taxable Supply' has the same meaning as in the GST Act; and

'Term' means the term of the Lease set out in **Item 4** of the Reference Schedule.

1.2 Interpretation

In the Lease, unless the context otherwise requires:

- (a) headings and underlinings are for convenience only and do not affect the interpretation of the Lease;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency;
- (e) where an association, body or authority, statutory or not, ceases to exist or is reconstituted, renamed, or replaced or its powers and functions are transferred to any other association, body or authority, a reference to that association, body or authority means the association, body or authority (as the case may be) established or constituted in its place or assuming its powers and functions;
- (f) a reference to any thing includes a part of that thing;
- (g) a reference to a part, clause, party, annexure, exhibit or schedule is a reference to a part and clause of and a party, annexure, exhibit and schedule to the Lease;
- (h) where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next succeeding day which is a Business Day;
- (i) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the Lease or any part of it;
- (j) a covenant or agreement on the part of two or more persons binds them jointly and severally;
- (k) where pursuant to this Lease but subject to any express provision to the contrary:
 - (i) one party is required to pay to the other any fees, costs, charges or similar expenses, such fees, costs, charges or similar expenses are to be limited to reasonable fees, costs charges or similar expenses likely to be incurred in the particular circumstances;
 - (ii) one party is given a discretion, then such discretion is to be acted upon in good faith and as is reasonable in the circumstances;

- (iii) the opinion of a party or someone engaged or contracted by that party is relevant in determining any fact or obligation of either the Lessor or the Lessee then the opinion is to be formed in good faith and reasonable in the circumstances. In the event of a dispute, then such opinion is to be prima facie evidence of that fact only;
- (iv) one party's discretion, or opinion, or consent or specification is required, such discretion, or opinion, or consent or specification is to be given within a reasonable time after the other party's request.

2.0 EXCLUSION OF IMPLIED COVENANTS AND CONTRAVENTION OF STATUTE

2.1 *Inclusion of Implied Covenants*

Any covenants and powers implied in the Lease by any Statute apply to the extent they are consistent with the terms of the Lease and not excluded by Statute.

2.2 *Contravention of Statute - Severance*

Any provision of the Lease which is void, voidable, unenforceable or invalid because of any Statute must in any such case and to such extent be severed from the Lease, and the Lease must be read as though such provision did not form part of the Lease at that time. This clause has no effect if severance alters the basic nature of this Lease or is contrary to public policy.

3.0 GRANT TERM OF LEASE AND HOLDING OVER

3.1 *Grant of Lease*

The Lessor leases the Premises to the Lessee and the Lessee takes a lease of the Premises for the Term and subject to the terms and conditions of this Lease.

3.2 *Term of Lease*

The Term commences on the Commencement Date as detailed in **Item 2** of the Reference Schedule and expires on the Expiry Date as detailed in **Item 3** of the Reference Schedule subject to the provisions of the Lease.

3.3 *Termination on a Break Date*

If the Lessee gives the Lessor at least 6 months notice prior to the relevant Break Date that it intends to end the Term on a Break Date stated in the notice, that Break Date becomes the Expiry Date.

3.4 *Holding Over*

If the Lessee occupies the Premises after the Expiry Date (other than pursuant to the grant of a further lease) the Lessee must do so as a twelve-monthly tenant for twelve monthly terms thereafter on the same terms and conditions as the Lease as far as they apply to a twelve-monthly tenancy at the rent payable at the expiration of the Term but subject to annual reviews on each anniversary of the Commencement Date in accordance with clause 4.3(a).

4.0 RENT

4.1 *Amount of the Rent*

The annual rent payable under this Lease from the Commencement Date is the amount specified in **Item 5** of the Schedule.

4.2 *Manner of Payment*

- (a) The Lessee must pay the rent by equal annual instalments in advance on each Rent Payment Date. Rent payable for part of a year is to be proportionately adjusted on a daily basis.
- (b) The Lessee may pay the Rent by Electronic Funds Transfer ('EFT') to the account nominated in **Item 6** of the Reference Schedule. The Lessor may notify another account in Australia to which payment may be made by EFT to replace the account stated in **Item 6**. The notification must be at least 30 days prior to the date for payment of Rent. Payment by EFT by the Lessee's bank to the relevant nominated account by the due date is a full discharge for the payment.
- (c) The Lessee must provide the Lessor with formal notification in writing when the payment has been made.

4.3 *Rent Review*

(a) *CPI Rent Review*

On and from each CPI Rent Review Date (irrespective of when the review is actually carried out or determined) the Rent will be reviewed on the basis that the reviewed rent is to be the higher of:

- (i) the rent applying immediately before the relevant CPI Rent Review Date; or
- (ii) the amount calculated by using the following formula (to the nearest whole dollar):

$$A = \frac{B}{C} \times D$$

Where:

- A = the amount of the reviewed rent which is payable from (and including) the relevant CPI Rent Review Date.
- B = the last September quarter CPI Index Number published before the relevant CPI Rent Review Date.
- C = the last September quarter CPI Index Number published before the previous CPI Rent Review Date (or in the case of the first review, before the Commencement Date).
- D = the amount of the rent applying immediately before the relevant CPI Rent Review Date.

Consumer Price Index (CPI)

For the purposes of this lease the expression **CPI Index Number** means the Consumer Price Index (All Groups) compiled by the Australian Bureau of Statistics for the Perth (Capital City) area (all groups) or any substitute therefor accepted by the government of the Commonwealth of Australia from time to time. If at any time either or both such consumer price index and the index number is discontinued or suspended or in the reasonable opinion of the Lessor substantially altered there shall be substituted therefor such alternative method of computing changes in the cost of living as in the reasonable opinion of the Lessor most closely reflects changes in the cost of living for the Perth Metropolitan Area during the 12 months immediately preceding the relevant Rent Review Date;

(b) *Crown Land Rent Review*

- (i) With effect from (and including) each date specified in Item 5B of the Schedule as a "Crown Land Rent Review Date" the Lessor may review the rent and the Lessor will give the Lessee a notice of the reviewed rent.
- (ii) If the Lessee has not agreed in writing to the amount of the reviewed rent set out in the notice from the Lessor within one month of receiving such notice, the amount of the reviewed rent is to be the higher of:
 - (A) the amount determined under clause 4.3(a);

(B) the Crown Land Rent for the Premises determined by a valuer licensed under the *Land Valuers Licensing Act 1978 (WA)*:

- I. agreed to by each of the parties; or
- II. appointed by the President for the time being of the Australian Property Institute (WA Division) at the request of either party.

(iii) The valuer appointed under this clause shall act as an expert and not as an arbitrator and the provisions in this Lease (if any) relating to arbitration do not apply.

(iv) The valuer shall determine the reviewed rent as being the current Crown Land Rent for the Premises.

(v) The amount of rent so determined shall be final and binding on the parties to the Lease.

(vi) The parties must each pay half the fees charged by any valuer appointed under this Lease to determine the Crown Land Rent for the Premises.

(c) *Delay*

No delay by the Lessor in enforcing any review of the rent prevents the Lessor from requiring at any time that the rent must be reviewed with effect from the dates for review of the rent specified in this clause 4 provided that the Lessor must have completed the review of the rent prior to the next Rent Review Date.

4.4 Goods and Services Tax

(a) *Adjustment for GST*

(i) Unless expressly included, the consideration for any Taxable Supply made by the Lessor under or in connection with this Lease does not include GST.

(ii) Subject to clause 4.4(b) the Lessee must pay to the Lessor the amount of any GST that the Lessor pays or is liable to pay on a Taxable Supply made under this Lease in addition to, and at the same time and in the same manner as the Lessee pays for that Taxable Supply.

(b) *Tax Invoices*

The Lessor must issue a Tax Invoice to the Lessee in respect of any Taxable Supply under this Lease before the Lessee is required to pay the GST on the supply of the goods and services.

(c) *Reimbursements*

If the Lessor is entitled under the Lease to be reimbursed or indemnified by the Lessee for a cost or expense incurred in connection with the Lease, the reimbursement or indemnify payment must not include any GST component of the cost or expense for which an input tax credit may be claimed by the Lessor.

5.0 USE OF PREMISES

5.1 Permitted Use

The Lessee will only use the Premises for the purpose of constructing, maintaining and operating a geophysical observatory and earth monitoring station and uses incidental thereto (non-residential).

5.2 Lessee's Own Enquiries

The Lessee has relied on the Lessee's own enquiries about how the Premises may be used and not on any representation from the Lessor. The Lessee has made the Lessee's own enquiries about:

- (a) the suitability of the Premises for any use to which it is to be put; and
- (b) all planning and any other requirements prohibitions or restrictions applying to the Premises under any law or as a result of the requirements or orders of any Authority.

5.3 No Warranty by the Lessor

The Lessor does not give any warranty of any kind that the Premises are suitable for any purpose for which the Lessee intend to use it. Any warranty in relation to the Premises which is implied by law is excluded to the extent that the law permits the warranty to be excluded.

5.4 Requirements of Government Agencies

At all times during the Term to duly and punctually comply with, observe, carry out and conform to the provisions of all laws, Acts and Statutes (State, Commonwealth or local) and all subsidiary legislation now or hereafter in force and all requirements and orders of any authority (statutory or otherwise) which affect the Premises or the use of the Premises or which impose any duty or obligation upon the owner or occupier of the Premises.

5.5 Fire Prevention

- (a) The Lessee will duly and faithfully observe perform and comply with the provisions of the *Bush Fires Act, 1954 (WA)* and amendments thereof and the regulations thereunder and any proclamations and orders made under the provisions thereof so far as the same apply to the Premises. Any breach of the said Act and/or Regulations shall be regarded as a breach of the conditions of this Lease.
- (b) The Lessee will not light or cause to be lit or permit any person to light any fire on the Premises except to the extent necessary for the purpose referred to in clause 5.5(a) hereof and then only with the written approval of the Lessor or any other person duly authorised by him to give such approval.
- (c) If the Lessee or its agents or workmen causes a fire to be lit on or at the Premises other than with permission granted in accordance with the provisions of this Lease, the Lessee shall, immediately upon becoming aware of the fire, take all reasonable measures at the Lessee's own expense to extinguish such fire and repair any damage caused by such fire and the Lessee shall be liable to reimburse the Lessor any expenses incurred by the Lessor in taking measures to extinguish the fire in the event of the Lessee failing to do so.
- (d) The Lessee will clear firebreaks around the Premises as reasonably directed by the Lessor and to the reasonable satisfaction of the Lessor.

5.6 Interference

- (a) The Lessee covenants and agrees with the Lessor that it will take all necessary steps to ensure that the operation of its equipment on the Premises does not result in radio communications interference to any installation or use of radio or telecommunications equipment by the Lessor or other users of the Adjoining Land in existence at the date of the Lease and that it will indemnify the Lessor against any loss or liability suffered or incurred by it as a result of the Lessee's equipment causing any such interference.

5.7 Not to Pollute

The Lessee agrees to do all things necessary to prevent, and not to do or permit or suffer to be done anything likely to cause pollution, degradation or contamination of the Premises by garbage, refuse, waste matter, oil, liquid fuels, noise, sewage or other pollutants or by stormwater or other run-off or arising from the use of the Premises and in particular but without limiting the generality of the Lessee's

obligations under this clause, to regularly collect and dispose of all garbage refuse waste (solid and liquid), oil and other pollutants from the Premises at a place and in a manner required or approved by the Lessor or by the authorities (State, Federal and local) having control over the disposal of waste matter and the protection of the environment from time to time, and to remove all garbage refuse and waste from the Premises at regular intervals by means of the service provided by the relevant Government Agency or a contractor engaged and paid for by the Lessee.

5.8 Other

The Lessee will not:

- (a) do anything in or about the Premises (notwithstanding any other consent given by the Lessor under this Lease) which in the reasonable opinion of the Lessor is noxious, offensive or audibly or visually a nuisance;
- (b) behave in a riotous, disorderly, offensive or improper manner or to perform any illegal act in or on the Premises;
- (c) fix or place signs, notices or advertisements either inside or outside the Premises unless it is consistent with the purpose of this Lease and acceptable to the Lessor; or
- (d) plant in or otherwise introduce to the Premises or the Land any plant not indigenous to the Land.

5.9 Cleaning

The Lessee must:

- (a) keep the Premises clean and free from rubbish;
- (b) use the Lessee's best endeavours to keep any building erected on the Premises free from vermin and pests; and
- (c) promptly comply with the Lessor's directions for the disposal of rubbish and if no directions are given, the Lessee is to store the rubbish in a proper hygienic manner within the Premises and to attend to its prompt disposal.

5.10 Tree Safety

- (a) The Lessee agrees to take reasonable precautions to manage the risks associated with falling trees and branches in the Premises; and
- (b) The Lessee accepts full responsibility for any loss, damage or injury caused to any person by falling trees or branches in the

Premises, and shall indemnify the Lessor against any claim, loss or injury resulting from falling trees and branches in the Premises.

6.0 ACCESS TO THE PREMISES

6.1 Access

- (a) The Lessor consents to the Lessee and persons authorised by the Lessee with or without materials, plant and other apparatus and vehicles entering the Land via accessways nominated from time to time by the Lessor for the purpose of using the Premises and exercising its rights under the Lease at all times of the day and night during the Term.
- (b) Notwithstanding clause 6.1(a) the Lessee shall observe all instructions issued by the Lessor or his nominee regarding the prevention or spread of plant disease, in particular *Phytophthora* species. This shall include the washing down of vehicles and equipment and such other measures as may be required from time to time. Any cost involved in the carrying out of such measures shall be borne by the Lessee.
- (c) Notwithstanding clause 6.1(a) the Lessee shall thoroughly inspect all vehicles and equipment to be taken to the Land and will do all things reasonably necessary to ensure that no animals [as defined in the *Wildlife Conservation Act 1950 (WA)*], in particular *Bufo marinus* (cane toad), are introduced to the Land. This includes the reporting requirements under the *Agriculture and Related Resources Protection Act 1976 (WA)*. Any cost involved in the carrying out of such measures shall be borne by the Lessee.
- (d) The Lessee shall permit the Lessor and its agents at all reasonable times (subject to giving the Lessee not less than 48 hours prior written notice) to enter upon the Premises to view the condition of any buildings or improvements at any time sanctioned to be erected thereon.
- (e) The Lessee shall permit the Lessor and its agents and workman at all times to enter upon and carry out such duties and exercise such powers upon the Premises as it may be necessary or expedient to carry out or exercise in the administration or for the purposes of the CALM Act or any other enactment or any regulation made thereunder and the Lessee shall not be entitled to any compensation by reason of any inconvenience or disturbance or loss occasioned by such action on the part of the Lessor.

- (f) Nothing in clauses 6.1(d) or 6.1(e) entitles the Lessor to enter any building of the Lessee on the Premises or to interfere or tamper in any way with any equipment of the Lessee on the Premises. Despite the previous sentence, in the case of a fire emergency on or near the Premises, the Lessor may, in relation to the Premises, act in accordance with sections 39, 44 and 45 of the *Bushfires Act, 1954 (WA)*.

7.0 INSURANCE, INDEMNITIES AND RELEASE

7.1 *Obligation to Insure*

The Lessee will insure against any loss or damage which could be covered by public risk or liability insurance of at least TEN MILLION DOLLARS (\$10,000,000) or such greater amount as the Lessor at any time and from time to time after notice to the Lessee may reasonably require for each accident or event (unlimited in the aggregate) in respect of the Premises and whenever so requested in writing produce to the Lessor or its agents a certificate or currency for such insurance provided that the request is not made more than once annually.

7.2 *Not to Invalidate Insurances*

The Lessee will not do or permit or suffer to be done in about or upon the Premises any act or thing whereby any policy of insurance referred to herein may become void or voidable.

7.3 *Restrictions on Lessee's Activities*

Unless the Lessor consents in writing beforehand, the Lessee must not:

- (a) do or allow anything to be done which adversely affects any insurance taken out by the Lessor in connection with the Premises or which may increase the premium on that insurance;
- (b) store or use inflammable, volatile or explosive substances on the Premises except those normally used in the Lessee's business; or
- (c) settle or compromise any claim under any policy of insurance relating to the Premises.

7.4 *Indemnity*

The Lessee agrees to release and indemnify, and keep indemnified, the State of Western Australia (State), the Chief Executive Officer of the Department of Parks and Wildlife (the department) and each of the employees, contractors and agents of the State from and against all claims,

demands, actions, suits, and proceedings (whether under the law of contract, tort, a written law or otherwise); and damages, liabilities, losses, costs (including legal costs) and expenses, which may be made or brought against, suffered or incurred by any of the Indemnified Parties arising in any way from, or in connection with the conduct of the applicant or any of its employees, agents, contractors the subject of this application, except to the extent that any claims, actions, demands, suits, proceedings, damages, liabilities, losses or costs made or brought against, suffered or incurred by the Indemnified Parties are as a result of the Indemnified Parties' negligence:

- (a) on any lands to which the CALM Act applies; or
- (b) in relation to the activities the subject of this Lease; or
- (c) in relation to some risk danger or hazard created, assumed or accepted whether or not the existence of that risk, danger or hazard was or ought to have been known to the Lessee.

7.5 *Environmental Indemnity*

The Lessee indemnifies and must keep indemnified the Lessor from and against all claims, proceedings, suits, writs, demands and expenses relating to, or in respect of, the remediation of Contamination, Pollution or Environmental Harm required under any Environmental Notice, by any law or by any Authority as a result of any Contamination, Pollution or Environmental Harm emanating on, or from, the Premises as a result of, or relating to, the use or occupation of the Premises by the Lessee.

7.6 *Lessee's Assumption of Responsibilities*

The Lessee agrees to take and be subject to the same responsibilities to which it would be subject in respect of persons and property if, during the Term, it was the owner or occupier of the freehold of the Premises.

7.7 *Theft or Damage of Equipment*

The Lessee will take adequate precaution to ensure that equipment installed on the Premises is protected against theft or damage.

7.8 *Lessor Not Liable*

The Lessor shall not be liable for any removal or damage which may occur to the Lessee's equipment installed on the Premises during the Term except to the extent that the same has been caused or contributed to by any negligent act or omission by or on the part of the Lessor.

7.9 Contamination, Pollution or Environmental Harm

- (a) The Lessor does not make any representation or warranty concerning the existence, non-existence, level or quantity of Contamination, Pollution or Environmental Harm on the Relevant Land.
- (b) The Lessee relies on its own investigations concerning the existence, non-existence, level or quantity of Contamination, Pollution or Environmental Harm on the Relevant Land.

8.0 INSTALLATION AND MAINTENANCE

8.1 Repair and Maintenance

The Lessee must maintain the Premises in a reasonable and reasonably safe repair, order and condition during the Term fair wear and tear excepted.

8.2 Alterations and Improvements

- (a) The Lessee is not to erect or build or permit to be erected or built on the Premises any buildings nor to make any additions or alterations to any buildings at any time existing thereon unless the prior written approval of the Lessor to the proposal has been granted (which approval the Lessor may grant or refuse in its absolute discretion) and if granted not to commence the works approved until plans and specifications have been approved of by the Lessor and to carry out the works approved in accordance with those approved plans and specifications.
- (b) The Lessee will not without obtaining the prior written consent of the Lessor on each occasion and then only in accordance with such conditions as the Lessor shall reasonably impose:
 - (i) bulldoze, clear or remove any trees, shrubs or other vegetation growing on the Premises; or
 - (ii) remove rocks, earth or soil from the Premises; or
 - (iii) alter the contour of the surface of the Premises; or
 - (iv) deposit any earth, fill or material on the Premises; or
 - (v) construct outlets for surface drainage on the Premises.

8.3 Fences

- (a) In the event that the Premises are not currently fenced or secured, the Lessee must as soon as reasonably practicable after the Commencement Date fence off the area of the Premises with good quality materials, to the Lessor's reasonable satisfaction, and in any case in accordance with any statutory requirement applicable to the facility.
- (b) During the Term the Lessee must:
 - (i) maintain the fences referred to in subclause (a) in good and safe repair and condition; and
 - (ii) erect and maintain such warning signs, barricades and other devices necessary to render and keep the Premises safe and free from hazard or danger to any person or, using or occupying any land adjacent to the Premises.

8.4 Radio Frequency (RF) Electromagnetic Energy Levels (EME)

The Lessee covenants and agrees with the Lessor that it will take all necessary steps to ensure that the operation of its equipment on the Premises is within all safety limits as set by the Australian Communications and Media Authority and other relevant Government Agencies.

8.5 Asbestos Management

The Lessee shall at all times throughout the Term, ensure that it complies with all relevant Australian standards and legal requirements which apply in relation to the management and removal of asbestos (if any) at or from the Premises.

9.0 ELECTRICITY SUPPLY

9.1 Electricity Connection

For the purposes of carrying out the Lessee's use of the Premises the Lessee must arrange at its cost and if required a connection for the Premises to an electricity supply (including making provision for and allowing connection to emergency back-up power) and (with the prior written consent of the Lessor) may install on the Land such earthing apparatus as is necessary for the safe continuous use of the Lessee's equipment on the Premises. The supply of this electricity must be made through a dedicated usage meter so that the Lessee is directly accountable to the relevant authority for payment of electricity consumed by it on the Premises. If an electricity supply is available to

the Land and the installation of cabling associated with the electricity connection has received prior approval of the Lessor the Lessor will not unreasonably restrict the Lessee's ability to connect to that electricity supply on the same terms as are contained in this Lease.

10.0 TERMINATION

10.1 *Events of Termination*

If:

- (a) the Premises are damaged or destroyed or if there is interruption to access to the Premises so as to render the Premises or any part of the Premises wholly or substantially unfit for the occupation or use of the Lessee or inaccessible by any means of access;
- (b) the Lessee commits a breach of any of the Lessee's Covenants and has not remedied that breach within a reasonable period having regard to the nature of the breach;
- (c) the Lessee no longer requires using the Premises for the permitted use;
- (d) the Rent is at any time unpaid for 44 days from the date of a rent invoice;
- (e) a judgment, order or a Security Interest is enforced, or becomes enforceable, against the Lessee's interest in the Lease or the Lessee's Property;
- (f) an Insolvency Event occurs in respect of the Lessee;
- (g) the Lessee has regularly breached this Lease; or

then the Lease may be terminated immediately by written notice by the Lessee in the case of subclauses (a) or (c) and by the Lessor in the case of subclauses (b), (d), (e), (f) or (g).

10.2 *Effect on Rights or Liabilities*

Termination of the Lease does not affect the rights or liabilities of the parties in relation to any cause of action accruing prior to termination.

10.3 *Lessee to Yield Up*

The Lessee must at the expiration or sooner termination of the Term yield up the Premises in good repair and clean condition, having regard to their condition at the Commencement Date.

10.4 Removal of Lessee's Fixtures and Chattels

The Lessee must at or prior to the Expiry Date (unless there is in place after this Lease a further lease between the Lessor and the Lessee), earlier termination of the Lease or such other date as the Lessor and the Lessee agree in writing, remove from the Premises and the Adjoining Land, to the extent requested by the Lessor, all fixtures, fittings, plant, machinery, cables and other equipment erected or brought by it onto the Premises and the Adjoining Land and rehabilitate the Premises and the Adjoining Land as required by the Lessor in its absolute discretion, such activity to rehabilitate to be completed within 90 days of the Expiry Date or earlier termination as the case may be but if the weather conditions at the Expiry Date on earlier termination of the Term are not favourable for rehabilitation, within such other period as the parties agree.

10.5 Abandonment of Lessee's Property

- (a) If the Lessee does not remove all the Lessee's Property when the Lessee has to move out of the Premises the Lessee is deemed to have abandoned the Lessee's Property; and
- (b) If the Lessee's Property is found to contain asbestos or is of no value to the Lessor, then the Lessee shall be responsible for all costs incurred by the Lessor to remove the Lessee's Property and rehabilitate the Leased Area; or
- (c) If the Lessee's Property remaining in the Leased Area is of value to the Lessor and does not contain asbestos, the Lessee's Property will become the property of the Lessor.

10.6 Termination of Holding Over

Either the Lessor or the Lessee may terminate the twelve monthly tenancy under clause 3.4 by giving the other twelve months prior written notice.

10.7 Termination due to Government Agency

If any part of the Premises is required by any Government Agency for any purpose then the Lessee may terminate this Lease at any time by written notice to the Lessor.

10.8 Effect of Termination on Sub-lease, Licence and Sub-licence Arrangements

Should this lease be terminated for any reason then any sub-lease (at any tier), licence or sub-licence (at any tier) will also terminate on the same date that this lease terminates.

11.0 NOTICES

11.1 *Method of Service*

Any notice to be given under this Lease by one of the parties to the other must be in writing and is given for all purposes by delivery in person, by pre-paid post or by facsimile addressed to the receiving party at the address set out in **Item 7** of the Reference Schedule in the case of the Lessor and in **Item 8** of the Reference Schedule in the case of the Lessee.

11.2 *Time of Service*

Any notice given in accordance with this Lease will be deemed to have been duly served in the case of posting at the expiration of 2 business days after the date of posting and in the case of facsimile, on the first business day after the date of transmission (providing the sending party received a facsimile machine verification report indicating that the notice has been transmitted).

11.3 *Change of Address*

A party may at any time change its address, postal address or facsimile number by giving written notice to the other party.

12.0 ASSIGNMENT AND SUBLEASING

12.1 *Consent Required*

Unless the Lessor consents, the Lessee may not assign this Lease or sublet the Premises or grant a licence in respect of the Premises except under clause 12.2.

12.2 *Assignment and Subletting to a Related Body Corporate*

The Lessee may without the consent of the Lessor from time to time assign the Lease or sublet the whole or part of the Premises or grant a licence in respect of the Premises to a Related Body Corporate of the Lessee and in the case of an assignment will not be released from its obligations under the Lease. The Lessee will notify the Lessor the details of the Related Body Corporate.

12.3 *Obligations on Assignment or Sublease other than to a Related Body Corporate*

If the Lessee assigns this Lease or sublets the Premises or grants a licence in respect of the Premises to a party other than a Related Body Corporate, the Lessee must:

- (a) deliver to the Lessor, before the date that the proposed assignment, sublease or licence is to take effect, a completed agreement in the form of a deed prepared or approved by the Lessor's solicitors, by which the proposed assignee or sublessee or licensee agrees with the Lessor to be bound by this Lease as from the date the assignment or sublease or licence takes effect; and
- (b) pay to the Lessor on request the Lessor's expenses, including legal costs:
 - (i) incurred in making reasonable enquiries about the proposed assignee, sublessee or licensee; and
 - (ii) in connection with the preparation, completion and stamping of the assignment, sublease or licence documents and any other related documents.

12.4 Lessee Remains Liable

The Lessee remains fully liable under this Lease even if the Lessee assigns this Lease or sublets the Premises or grants a licence in respect of the Premises or gives any right in relation to this Lease or the Premises to any other person, except that in respect to any assignment of this Lease, the Lessee is from the date of assignment released from all future obligations under the Lease except in respect of any prior breach or default.

12.5 Change in Control if the Lessee is a Company

If the Lessee is a company, and there is a change in control of the Lessee the Lessor may require the Lessee to obtain from the persons who have acquired control, as reasonably nominated by the Lessor, a guarantee of the Lessee's obligations under this Lease in a form prepared or approved by the Lessor's solicitors. If the Lessee is a subsidiary company a change in control includes a change in control of its holding company.

In this clause:

- (a) **company** does not include a company which is listed on the Australian Stock Exchange or is wholly owned by such a company; and
- (b) **control** means control of the composition of the board of directors or control of more than 20% of the shares with the right to vote at general meetings; and
- (c) words defined in the *Corporations Act, 2001 (Cth)* have the meanings given to them by that Act.

12.6 Exclusion of Statutory Provisions

The provisions of Sections 80 and 82 of the *Property Law Act, 1969* (WA) do not apply to this Lease.

12.7 Fees

The Lessee must reimburse the Lessor on request for all fees paid by the Lessor to any agent, consultant or solicitor engaged by the Lessor in connection with a proposed assignment or sub-letting or licensing by the Lessee.

13.0 LESSOR'S COVENANTS

13.1 Quiet Enjoyment

The Lessor covenants that the Lessee may peaceably hold and enjoy the Premises during the Term without any interruption by the Lessor or any person rightfully claiming through the Lessor.

13.2 Restriction on Lessor's Use of the Adjoining Land

The Lessor must not itself knowingly nor will it knowingly permit any third party to do anything on the Adjoining Land which is likely to cause interference which obstructs, interrupts or impedes the use or operation of the Lessee's use of the Premises and in the event of the Lessee advising the Lessor of any breach of this clause, the Lessor will, in good faith, use reasonable endeavours to cause removal of such interference, to the extent that it is within its power to do so.

13.3 Lessor's Covenant

The Lessor covenants that the Lessor will not itself knowingly, nor will it knowingly permit any third party to, store on, dispose of on or transport to or over the Adjoining Land any hazardous substance which is likely to cause interference with the Lessee's use of the Premises provided that if the Lessee advises the Lessor of any breach by the Lessor of its covenant the Lessor will, to the extent that it is within its power to do so, use its reasonable endeavours at its expense to forthwith remedy such breach.

14.0 MISCELLANEOUS

14.1 Lessee to Pay Costs and Disbursements

The Lessee must pay all duty (including penalties and fines other than penalties and fines due to the default of the Lessor) and all the Lessor's reasonable legal and other costs charges and expenses

(limited to \$1,500.00 plus GST) which the Lessor may reasonably suffer or incur in consequence of and incidental to the preparation, completion and registration of the Lease, and costs of surveying and pegging the Premises.

14.2 Costs on Default

The Lessee will pay all reasonable costs, charges and expenses (including solicitor's costs and surveyors' and valuers' fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of a notice or notices under section 81 of the *Property Law Act, 1969 (WA)* requiring the Lessee to remedy a breach of any of the Lessee's Covenants notwithstanding that forfeiture for any such breach is waived by the Lessor or is avoided otherwise than by relief granted by the courts or from which the Lessee shall be relieved under the provisions of the *Property Law Act, 1969 (WA)* and all reasonable costs, charges and expenses (including fees for architects and clerks of works) incurred by the Lessor for supervising, inspecting and approving any works or repairs carried out to the Premises by or on behalf of or in consequence of the default of the Lessee under any of the Lessee's Covenants.

14.3 Governing Law

This Lease is governed by the law in force in Western Australia.

Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Western Australia and courts of appeal from them. Each party waives any right it has to object to an action being brought in those courts including, without limitation, by claiming that the action has been brought in an inconvenient forum or that those courts do not have jurisdiction.

Without preventing any other mode of service, any document in an action (including, without limitation, any writ of summons or other originating process or any third or other party notice) may be served on any party by being delivered to or left for that party at its address for service of notices under clause 11.1.

14.4 Rates and Taxes

The Lessee must pay all rates, taxes and assessments charged upon the Premises and/or the Land by the due date for payment.

14.5 Services

The Lessee must pay for all charges for services running through, or servicing, the Premises including, electricity, water, sewerage, sewer volume charges and gas to the supplier before those charges become overdue.

14.6 Arbitration

If at any time any dispute or difference arises between the parties in respect of any matters arising under or pursuant to the Lease or the meaning or construction of any of the provisions contained in it, such dispute or difference shall be referred to a single arbitrator to be appointed in accordance with the provisions of the *Commercial Arbitration Act, 1985 (WA) (as amended)*. On any such arbitration, a party may, if it chooses, be represented by a duly qualified legal practitioner. The costs of the arbitration are to be borne equally by the parties regardless of the outcome but each party shall bear their own legal costs.

14.7 Lessee's Environmental Obligations

(a) The Lessee:

- (i) must obtain any Authorisation required for any conduct, activity or use undertaken by the Lessee on the Premises, including the Permitted Use before that conduct, activity or use is undertaken and to keep all such Authorisations in full force and effect throughout the term;
- (ii) must use the Premises in a manner which complies with each Environmental Law and each Authorisation held by the Lessee in accordance with sub-clause 14.7(a)(i);
- (iii) must not do or omit to do any act which might directly or indirectly result in the revocation, suspension or modification of an Authorisation in relation to the Premises or any conduct or activity relating to the use of the Premises;
- (iv) must not cause or permit any Contamination, Pollution or Environmental Harm of the Relevant Land;
- (v) must notify the Lessor immediately on becoming aware of:
 - (A) the existence of any Contamination;
 - (B) any Pollution affecting the Relevant Land;
 - (C) an Environmental Notice being served on the Lessee or any other person which relates to or arises from the Lessee's use of the Premises; or
 - (D) the making of a complaint to any person, including but not limited to, the Lessee or the

commencement of proceedings against the Lessee relating to an alleged failure by the Lessee to observe or perform an obligation under an Environmental Law or Authorisation;

- (vi) must, at the Lessee's cost, comply with every Environmental Notice issued in respect of, arising from or relating to, the Lessee's use of the Premises, whether the notice is served on Lessor or the Lessee.

(b) Without affecting:

- (i) the obligations of the Lessee in this clause; or
- (ii) limiting any right of, or indemnity in favour of, the Lessor,

if any Contamination, Pollution or Environmental Harm occurs in breach of sub-clause 14.7(a), the Lessee must do everything necessary to minimise the effect of the Contamination, Pollution or Environmental Harm as soon as reasonably practicable and must remediate any resultant damage and harm, to the absolute satisfaction of the Lessor and in compliance with any Environmental Notice or Environmental Law.

- (c) The obligations of the Lessee under this clause continue after the expiration or earlier determination of this Lease.

14.8 Managing Agent

The Lessor may appoint a managing agent to manage the Premises and represent the Lessor in relation to this Lease. If the Lessor appoints a managing agent, the managing agent may exercise the rights and powers of the Lessor under this lease. The Lessor may at any time vary or terminate the authority of the managing agent. Decisions of the Lessor override those of the managing agent if there is any inconsistency between them.

14.9 Dealing with the Premises

The Lessor reserves the right to deal with the Premises by granting easements, licences or other rights or interests of any kind to any person over it at any time so long as this does not unreasonably interfere with the Lessee's use of the Premises for the Permitted Use. The rights which the Lessor may grant include the right to cut down and remove timber or other vegetation from the Premises, the right to draw water or the right to excavate and remove rocks, earth, soil or other materials from the Premises. The Lessee is not entitled to any compensation or to make any other claim against the Lessor in relation to the proper exercise of any right given to another person by

the Lessor. The Lessee is responsible for and indemnifies the Lessor against any liability resulting from any claim made by a person to whom a right or interest has been granted by the Lessor in connection with any negligent act or omission of the Lessee or any default by the Lessee under this Lease.

14.10 Lessor Can Comply

If the Lessee does not perform or comply with an obligation under this Lease the Lessor may do what is necessary for the obligation to be performed or complied with. The Lessee must reimburse the Lessor for any reasonable costs or expenses incurred in ensuring the Lessee's obligations are performed or complied with.

14.11 Power of Attorney

The Lessee for valuable consideration irrevocably appoints the Lessor and every senior officer of the Lessor (jointly and severally) the Lessee's attorney for the purpose of:

- (a) withdrawing any caveat which the Lessee is obliged to withdraw but does not; and
- (b) doing anything else the Lessee is obliged to do but does not do.

In this clause "**senior officer**" means every person designated by the Lessor as a senior officer.

15.0 SPECIAL PROVISIONS

15.1 *Water Corporation*

- (a) The Lessor and the Lessee acknowledge that the Premises are situated on land that has dual tenure being State Forest No. 7 and Reserve 6203 managed under order by Water Corporation. The Lessee will ensure that any activities that have the potential to cause pollution are undertaken in accordance with any relevant guidance or advice available from the Department of Water or that provided by Water Corporation.
- (b) Upon termination of the Lease, the provisions referred to in clause 10.4 shall also be to the satisfaction of Water Corporation and its successors and assigns.

15.2 *Disease Risk Area Permit*

Notwithstanding the provisions of clause 6.1(b) the Lessee will ensure that at all times it holds a valid Disease Risk Area Permit or other such permit as stipulated by the Lessor for all vehicles that access the Premises.

REFERENCE SCHEDULE

- Item 1 Premises** (clause 1.1)
- The area delineated and hatched on the attached lease plan comprising an area of 368m² and being a portion of the Land.
- Item 2 Commencement Date** (clause 1.1)
- 1 May 2015
- Item 3 Expiry Date** (clause 1.1)
- 30 April 2030
- Item 3A Break Date** (clause 1.1)
- 1 May 2020
1 May 2025
- Item 4 Term** (clause 1.1)
- 15 years
- Item 5 Rent** (clause 1.1)
- \$617.00 + GST during the first year of the Term, and adjusted thereafter on the Rent Review Dates specified in Item 5A, for the balance of the Term.
- Item 5A Fixed Review Dates** (clause 1.1)
- Each anniversary of the Commencement Date during the currency of this Lease except for any Crown Land Rent Review Dates.
- Item 5B Crown Land Rent Review Dates** (clause 1.1)
- 1 May 2018
1 May 2023

Item 6 Nominated Account (clause 4.2)

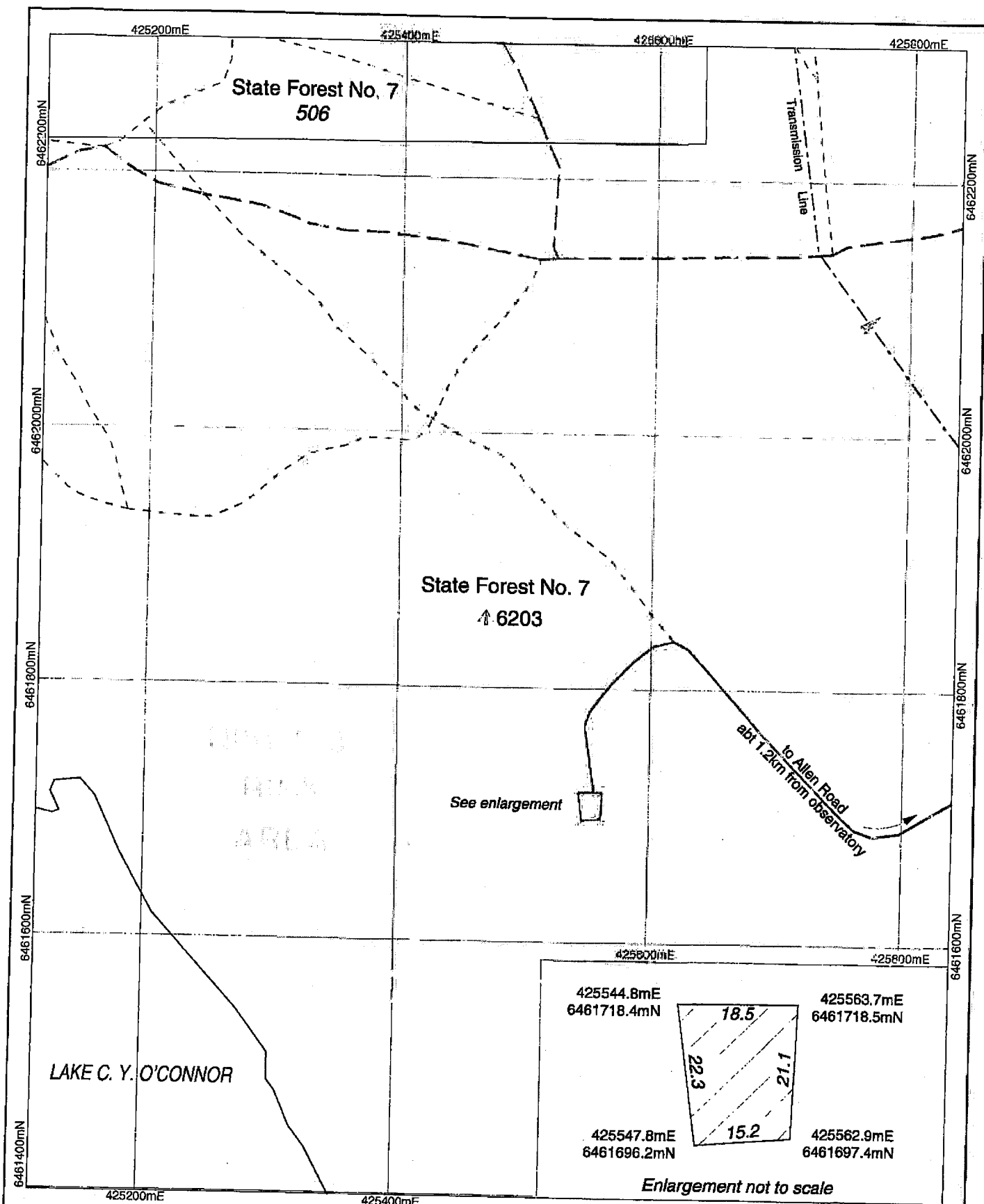
Bank	Commonwealth Bank
Branch	St Georges Tce, Perth WA
Account Name	Department of Environment and Conservation
BSB No.	066 - 040
Account No.	11300006

Item 7 Contact at Lessor (clause 11.1)

Name: Leasing Officer – Property Unit
Address: 17 Dick Perry Avenue, Technology Park,
 Kensington WA 6151
 Locked Bag 104
 Bentley Delivery Centre WA 6983
Telephone number: 08 9219 8410
Facsimile number: 08 9219 8253

Item 8 Contact at Lessee (clause 11.1)

Name: Procurement Officer
Site code: MUN
Address: Cnr Jerrabomberra Ave & Hindmarsh Dr
 Symonston ACT 2609
Telephone number: 02 6249 9111
Facsimile number : 02 6249 9999



FOREST LEASE 717/97 (GEOPHYSICAL OBSERVATORY SITE)

LEASE PLAN APPROVAL

LESSEE	
WITNESS	
LESSOR	
WITNESS	

SCALE 1 : 4 000



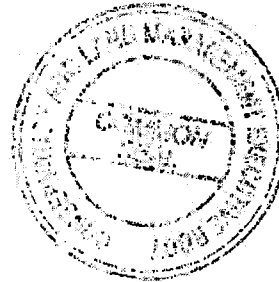
Department of
Environment and Conservation

LESSEE	GEOSCIENCE AUSTRALIA			AREA	Abt 368m²
LGA	SHIRE OF MUNDARING			DRAWN	LF 25-6-13
LAND DISTRICT	SWAN			CHECKED	RD 25-6-13
DEC DISTRICT	PERTH HILLS			FILE No.	2010/003536-1
PLAN REF.	DEC COG plan: 2134-2 & 3 (AT.70)				

AS WITNESS the execution of this Deed the day and year first hereinbefore written.

THE COMMON SEAL of the
CONSERVATION AND LAND
MANAGEMENT EXECUTIVE BODY
was hereunto affixed by

)
)
)
)



.....
Chief Executive Officer

[Signature]

in the presence of:

.....
Witness

[Signature]

.....
Name of Witness (Print)

Jane O'Neill

.....
Address of Witness (Print)

17 Dick Perry Ave Kensington

.....
Occupation of Witness (Print)

Public Servant

SIGNED for and on behalf of the
COMMONWEALTH OF AUSTRALIA
represented by Geoscience Australia:
ABN: 80 091 799 039

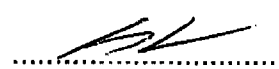
MARZMA COSTELLOE
Name of signatory


Signature

SECTION LEADER
Position of signatory

in the presence of:

Craig Bugden
Name of witness


Signature of witness

