

I hereby certify that the within is a true and correct copy of Lease No.
2060/100

.....
Mr Mark Webb

Peter Dams
Director General – Department of Biodiversity, Conservation and Attractions

**PART OF RESERVE 31906
WITHIN HERDSMAN LAKE REGIONAL PARK**

CONSERVATION AND LAND MANAGEMENT EXECUTIVE BODY

(LESSOR)

WORLD WIDE FUND FOR NATURE AUSTRALIA

(LESSEE)

LEASE NO. 2060/100

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SCHEDULE

1. The Lessor

THE CONSERVATION AND LAND MANAGEMENT EXECUTIVE BODY care of
LOCKED BAG 104, BENTLEY DELIVERY CENTRE, WA 6983

2. Lessee

WORLD WIDE FUND FOR NATURE AUSTRALIA care of Level 1, 1-3 SMAIL
STREET ULTIMO, NSW 2007.

3. Premises

PART OF RESERVE 31906 AS SHOWN HATCHED ON THE ATTACHED LEASE
PLAN AND INCLUDES ALL BUILDINGS IMPROVEMENTS CONSTRUCTIONS AND
ERECTIONS NOW OR IN THE FUTURE EXISTING THEREON

4. Term

The period of 20 years from the Commencement Date to the Expiry Date:

4.1 **Commencement Date:** 1 January 2021

4.2 **Expiry Date:** 31 December 2040

5. Rent

Rent to commence at \$1909.00 (excluding GST) per annum and CPI indexed
annually in accordance with the terms of the lease.

6. Permitted Use of the Premises

Office and administration centre.

7. Minimum Public Liability Insurance Cover

\$20,000,000

RECITALS

- A. Pursuant to Section 7 of the amended *Conservation and Land Management Act 1984* ("**the Act**") the land in part of Reserve 31906 within Herdsman Lake Regional Park ("**the Land**") is vested in the Conservation Commission of Western Australia
- B. Pursuant to Section 100 of the Act, the Chief Executive Officer (CEO) has power to lease the Land for a term not exceeding 99 years on such terms and conditions as the CEO thinks fit.
- C. Section 36 of the Act allows for the Conservation and Land Management Executive Body ("**Executive Body**") to be established and to be governed by the CEO.
- D. Section 37 of the Act allows for the Executive Body, as a body corporate, to perform functions of the CEO.
- E. The Lessee has applied to the Lessor for a lease of that portion of the Land above described together with all buildings, erections and other improvements now or hereafter erected thereon (collectively "**the Premises**").
- F. The Lessor has agreed to lease the Premises to the Lessee for the term and at the rental respectively set out hereto and upon and subject to all the covenants agreements and stipulations contained in this lease.

TERMS AND CONDITIONS

1. GRANT

1.1. Grant of Lease

Pursuant to Sections 36, 37 and 100 of the Act, the Lessor leases the Premises to the Lessee for the Term subject to the terms and conditions of this Lease.

1.2 Quiet Enjoyment

For as long as the Lessee complies with this Lease, the Lessee may occupy and use the Premises during the Term without disturbance or interference by the Lessor except as permitted by this Lease or by law.

1.3 Termination by the Lessee by 12 months' notice

Despite any other provision of this Lease, the Lessee may at any time terminate this Lease by giving 12 months written notice of termination.

2. RENT

2.1 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.

2.2 Manner of Payment

The Lessee must pay the rent by equal annual instalments in advance. The first instalment is to be paid on the Commencement Date and subsequent instalments are to be paid on each anniversary of the Commencement Date. Rent payable for part of a year is to be proportionately adjusted on a daily basis.

3. RENT REVIEW

3.1 Implementation and Interpretation of Rent Review

In this Lease:

3.1.1 CPI

With effect from (and including) each Rent Review Date specified in this clause 3 as a "Rent Review Date", the rent must be reviewed on the basis that the reviewed rent is to be the higher of:

- (1) the rent applying immediately before the relevant review date; or
- (2) the amount calculated by using the following formula:

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

Where:

A = the amount of the reviewed rent which is payable from (and including) the relevant review date.

B = the last September quarter CPI Index Number published before the relevant review date.

C = the last September quarter CPI Index Number published before the previous 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 Rent Review Date.

3.1.2 Crown Land Rent Review

With effect from (and including) each date specified in this clause as a Crown Land Rent Review Date, the Lessor can require that the rent be reviewed so long as the Lessee is given 24 months notice of the Lessor's intention to conduct a Crown Land Rent review.

If the Lessee has not agreed in writing to the amount of the reviewed rent proposed by the Lessor within one month of receiving such advice, the amount of the reviewed rent is to be the higher of:

- (1) the rent applying immediately before the relevant Crown Land Rent Review Date;

- (2) the Crown Land Rent Review for the Premises determined by a valuer licensed under the *Land Valuers' Licensing Act 1978*:
 - (a) agreed to by each of the parties; or
 - (b) failing such agreement, appointed by the President for the time being of the Australian Property Institute (WA Division) at the request of either party, which valuer must have at least 5 years' experience in valuing Area of a similar nature to the Premises.

The Lessor must pay the fees charged by any valuer appointed under this Agreement to determine the Crown Land Rent for the Premises and must take into account that the Lessee is a not for profit organisation.

3.1.3 Interpretation

CPI Index Number CPI Index Number means the Consumer Price Index (All Groups) for Perth published by the Australian Bureau of Statistics. If that index ceases to exist, "CPI Index Number" means the index which replaces it or (if none does) the index which most closely measures changes in the cost of living in Perth, Western Australia as nominated by a senior officer of the Australian Bureau of Statistics

Crown Land Rent means the yearly rent that could reasonably be obtained for the Premises taking into account:

- (1) the approved use and utility conferred under the Lease;
 - (2) the nature of the Lessee. In this regard the Lessee is required to keep proper and audited books of account and these books of accounts for the current and past three years will be made available to the Lessor upon request for the purpose of assisting in the determination of the rent. Average management of the organisation will be assumed;
 - (3) the provisions of this Lease;
 - (4) the period which will elapse between the current Crown Land Rent Review Date and the next Crown Land Rent Review Date or, if there is not one, the termination of this Lease;
 - (5) the full length of the Term and the benefit of any option to renew;
 - (6) any improvement to the Premises;
- but disregarding:
- (7) 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;

- (8) any part of the term that has expired;
- (9) the value of the Lessee's Property and any goodwill created by the Lessee's business or activities to the Premises.

Crown Land Rent Review Date means every fifth anniversary of the Commencement Date and the Commencement Date of a Renewed Term.

Rent Review Date includes each anniversary of the Commencement Date except for any Crown Land Rental Review Dates.

3.2 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 3.

4. OUTGOINGS

4.1 Rates and Taxes

The Lessee must pay the Rates and Taxes either to the relevant Authority before those Rates and Taxes become overdue or, in the case of any Rates and Taxes imposed on the Lessor, to the Lessor as required by the Lessor whenever the Rates and Taxes become payable.

4.2 Goods and Services Tax

(1) Definition

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).

New Tax System changes has the same meaning as in section 75AT of the *Trade Practices Act 1974* (Cth).

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.

(2) Adjustment for GST

- (a) Unless expressly included, the consideration for any supply made by the Lessor under or in connection with this lease does not include GST.
- (b) GST is payable on any supply of goods and services under this lease.

(3) Tax Invoices

The Lessor must issue a Tax Invoice to the Lessee in respect of any supply of goods and services under the lease.

(4) 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 indemnity payment must not include any GST component of the cost or expense for which an input tax credit may be claimed by the Lessor.

4.3 Other property included

If Rates and Taxes are not assessed separately on the Premises but also on other property which includes the Premises, the amount which the Lessor can require the Lessee to pay is the same proportion of those Rates and Taxes as the area of the Premises bears to the area of the property the subject of the assessment.

4.4 Service Charges

The Lessee must pay all charges for all Services which are imposed in respect of the Premises either to the supplier before those charges become overdue or, in the case of any such charges imposed on the Lessor, to the Lessor as required by the Lessor whenever the charges become payable.

5. BUILDING WORK AND CLEANING

5.1 General Obligations

The Lessee must:

- (1) maintain the Premises, including the structure of all improvements thereon, and all drains sanitary and water apparatus windows doors locks keys fastenings and other fixtures and fittings in good and substantial repair;
- (2) promptly repair any damage to the Premises;
- (3) promptly replace damaged glass in the Premises, including plate glass and exterior windows with glass of the same or similar quality to that in place on the Commencement Date;
- (4) maintain all signs in, or attached to, the Premises in good condition;
- (5) maintain any water apparatus, drains and pipes originating in the Premises or connected thereto in a clean and free flowing condition;
- (6) keep and maintain the Lessor's Property in good and substantial repair and condition and maintained serviced and lubricated and to replace with items of a like nature the whole or any part of the Lessor's Property which shall be lost, broken, worn out, destroyed or rendered unserviceable;
- (7) properly care for and maintain any lawns, gardens or other landscaped areas on the Premises;
- (8) ensure that the buildings located within the Premises are:

- (a) inspected on an annual basis for the presence of termites and other pests; and
- (b) treated by a registered pest controller using an ecologically acceptable method and in accordance with the Department of Health standards and only after approval has been received from the Lessor; and
- (c) made good and repaired following any damage from termite attack and treatment; and
- (d) supply upon request to the Lessor, a certificate in respect to each annual pest control inspection and treatment.

5.2 Building Work

If the Lessee constructs or installs anything or makes improvements or alterations or additions on the Premises or carries out any other work on the Premises, including work relating to Services or work required by any Authority or any law, the Lessee must:

- (1) before carrying out the work, obtain the Lessor's written approval to the carrying out of the work, including if relevant, written approval of the plans and specifications for the work and then only in strict accordance with plans and specifications first approved of by the Lessor; and
- (2) comply with all relevant requirements of each Authority and all laws, including the provisions of the *Heritage of Western Australia Act 1990*, *Western Australia Building Act 2011* and *Building Regulations 2012* and applicable standards in relation to the work; and
- (3) carry out the work in a safe and proper manner; and
- (4) use only good quality materials; and
- (5) employ only qualified and competent persons; and
- (6) pay to the Lessor when the Lessor requests any expenses incurred by the Lessor in approving the work, including fees paid to architects, engineers, contractors or other advisors.

5.3 Cleaning

The Lessee must:

- (1) keep the Premises clean and tidy and free of vermin; and
- (2) properly store all rubbish in fly and rodent proof containers; and
- (3) ensure rubbish is stored in such a way that no leachates enter the ground; and
- (4) regularly remove all rubbish accumulating on the Premises to an appropriate rubbish disposal site outside the Premises; and
- (5) comply with the Lessor's reasonable directions in connection with cleaning and the disposal of rubbish in relation to the Premises.

5.4 Specific obligations

Without limiting the preceding clause, the Lessee must:

- (1) keep the surrounds of the Premises for a distance of 10 metres from the boundary clean and tidy and free of vermin as if the surrounds form part of the Premises without causing any disturbance to vegetation or natural features; and
- (2) not cause or allow any pollutant or contaminant material or substance over which the Lessee has control to be released into or affect the Premises or the Surrounding Area; and
- (3) not dispose of rubbish from the Premises in any bins provided by the Lessor for public use in forest or nature conservation areas.

5.5 Management of joint sewerage system

(1) The Lessee:

- (a) must maintain and repair and cleanse as necessary and keep in proper working order to the Lessor's satisfaction that portion of the sewerage disposal system solely servicing the Premises.
- (b) is jointly responsible with the WA Gould League for the maintenance and repair and cleansing of the sewerage disposal system (as per clause 5.5(3)) which services both the Premises and the premises leased to the WA Gould League including the pumping system and the line to the mains and will pay 50% of all costs to maintain and repair and cleanse as necessary and keep in proper working order that portion of the sewerage disposal system servicing both Premises to the Lessor's satisfaction.
- (c) must first contact the Lessor if and when any problems arise of any nature or to any part of the sewerage disposal system and report the problem.
- (d) must reimburse the Lessor the full cost of any necessary replacement or repair of any component of the sewerage disposal system which has been damaged as a result of any negligence by the Lessee.

(2) The Lessor:

- (a) will be responsible for and bear the full cost of:
 - (i) any necessary upgrades or improvements of a capital nature of any part of the sewerage disposal system; and
 - (ii) the replacement or repair of any component of the sewerage disposal system which has been damaged as a result of any negligence by the Lessor.
- (b) following contact from the Lessee, will be responsible for the implementation of the maintenance or repair or cleansing of the sewerage system and shall notify the Lessee at the first opportunity of the engaged contractors name, estimated repair time and estimated

cost. The Lessor will pay up front the total bill and then invoice the Lessee for 50% of the cost incurred, which invoice is payable within 14 days.

- (3) Under this lease, maintenance and repair and cleansing of the sewerage disposal system, is defined as work on existing structures with the intention of:
 - (a) restoring correct operation;
 - (b) preventing further deterioration or failure;
 - (c) replacing components at the end of their useful/economic life with modern engineering equivalents; and
 - (d) re-instating the physical condition to a standard specified by the Lessor.
- (4) If an emergency arises and the Lessor cannot be reached in a reasonable time following multiple sincere attempts to make contact, the Lessee may engage a contractor and notify the Lessor at the first opportunity following contact with the contractor. If the Lessor still cannot be reached in a reasonable time after engaging the contractor, the Lessee will contact the WA Gould League and notify them of the problem and action taken and then continue to make contact with the Lessor.

6. USE OF PREMISES

6.1 Permitted Use

The Lessee may only use the Premises for the Permitted Use unless the Lessor consents to another use in writing.

6.2 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 its own enquiries about:

- (1) the suitability of the Premises for any use to which it is to be put; and
- (2) 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.

6.3 No Warranty by Lessor

The Lessor does not give any warranty of any kind, either expressly or impliedly, that the Premises is or will remain suitable for any purpose for which the Lessee intends 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.

6.4 The Lessor Not Liable

The Lessor is not liable to the Lessee and the Lessee will not make a claim against the Lessor in respect of any liability resulting from any accident, death, injury, damage (including water damage), malfunction or other event in or affecting the Premises unless caused by the negligence of the Lessor or any employee, contractor or agent of the Lessor.

7. FIRES AND ENVIRONMENTAL PROTECTION

7.1 Fire Prevention

Without limiting any other provision of this Lease, the Lessee must in relation to the Premises promptly comply with:

- (1) the *Bush Fires Act 1954* and any other laws relating to the prevention and control of fires; and
- (2) all proper directions concerning fire prevention and control given to the Lessee by the Lessor or any Authority.

7.2 Fire Control

The Lessee must immediately:

- (1) call the 000 emergency number and report fire as soon as any fire is detected within the Premises or surrounding areas; and
- (2) notify the Lessor as soon as a fire is detected on the Premises; and
- (3) take all reasonable and safe action which the Lessee is able to take to try to extinguish any unauthorised or uncontrolled fire on the Premises.

7.3 Authorised Fires

The Lessee must not do anything which causes or may cause a fire on the Premises unless the fire:

- (1) is not prohibited by law or by a direction of the Lessor or an Authority; and
- (2) is not dangerous and is properly controlled so that it cannot become dangerous.

7.4 Liability for Fires

The Lessee is responsible for and must pay or reimburse the Lessor for all Liabilities as a result of any fire which starts on the Premises unless the Lessee can prove to the reasonable satisfaction of the Lessor that the fire:

- (1) was not caused by the Lessee's negligent or unlawful act or omission or the Lessee's default under this Lease; or
- (2) was started by a cause beyond the Lessee's reasonable control.

7.5 Timber

This lease does not grant to the Lessee any rights to forest produce as defined in the Act and the provisions of Section 96(4) of the CALM Act are hereby expressly excluded.

7.6 Trees and Vegetation

The Lessee must take all reasonable actions necessary to protect the trees and other vegetation growing on the Premises and take reasonable actions necessary to prevent, rectify or ameliorate any erosion, drift or movement of sand or soil from the Premises. Without limitation, unless required by clause 7.7, the Lessee may not cut down or damage or otherwise interfere with anything growing on the Premises without the written consent of the Lessor. The Lessee must also control declared plants and declared animals as defined in the *Agriculture and Related Resources Protection Act 1976*, in relation to the Premises, as required by that Act.

7.7 Dangers or Threats to the Public

- (a) The Lessee must take all measures necessary to prevent accidents and to protect the safety of the Lessee's Visitors on the Premises including regularly checking the condition of trees and other vegetation on the Premises.
- (b) The Lessee must take adequate action to warn the Lessee's Visitors if the Lessee becomes aware of any actual or potential dangers or threats on the Premises or the Surrounding Area.
- (c) If the Lessee believes it needs to prune or remove any vegetation which it considers is in a dangerous condition or which may threaten the safety of any person, it may only do so after consultation with the Lessor, unless the taking of such action is immediately required to protect people or property.

7.8 Prevention of Disease

The Lessee must comply with the Lessor's reasonable directions relating to the prevention of the spread of disease, particularly *Phytophthora Cinnamomi* (dieback) in connection with the Premises.

7.9 No Interference with Land

The Lessee acknowledges that the Premises may be environmentally sensitive and that the Lessor has a general duty to protect the environment. Accordingly, the Lessee must not, without first obtaining the consent of the Lessor, do anything to damage or otherwise interfere with the natural environment on the Premises, including:

- (1) removing rocks, earth, soil or other material from the Premises; or
- (2) clearing or removing trees or other vegetation from the Premises by any means; or
- (3) altering the contours of the surface of the Premises; or
- (4) depositing any earth fill or other similar materials on the Premises; or
- (5) altering the natural drainage on the Premises; or

- (6) taking water from the local environment; or
- (7) introducing any new flora or fauna to the Premises; or
- (8) harming or endangering any flora or fauna on the Premises; or
- (9) anything else which in connection with the Premises may be harmful to the environment.

7.10 *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 and Surrounding Area 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.

7.11 *Ground Water*

To take all necessary measures and precautions to prevent the pollution of the ground water and the pollution of Herdsman Lake whether caused by sewerage or pesticides or herbicides or from any other substance or source.

7.12 *Notify the Lessor of Threats*

The Lessee must immediately notify the Lessor if the Lessee becomes aware of anything which causes or could cause pollution (as defined in the *Environmental Protection Act 1986*) on or affecting the Premises.

7.13 *Environmental Protection Laws*

Unless otherwise stated, this Lease is not to be taken as exempting the Lessee from or limiting the obligation of the Lessee to comply with any law relating to the protection of the environment.

7.14 *Sustainability Performance and Audit*

- a) During the Term and in relation to the Lessee's use of the Premises, the Lessee must use reasonable endeavours to achieve the benchmarks itemised in the Sustainability Performance and Audit Schedule (Sustainability Audit).
- b) The Lessor may no more than annually engage a person of its choosing (the Auditor) to audit the Lessee's performance against the benchmarks itemised in the Sustainability Audit. The Lessor must consult with the Lessee before notifying the Lessee of the proposed time, place and duration of each

Sustainability Audit. The Lessee must allow the Lessor, the Lessor's Agents and the Auditor to enter the Premises for the purpose of undertaking the Sustainability Audit.

- (c) The Lessee must fully co-operate with the Lessor and Auditor in undertaking the Sustainability Audit and promptly provide to the Lessor and Auditor all such documents, records and other information as may be requested by the Lessor or Auditor either before, during or after each Sustainability Audit to enable it to undertake the Sustainability Audit.

8. GENERAL OBLIGATIONS AND RESTRICTIONS

8.1 Obligations

The Lessee must:

- (1) conduct the Lessee's business or activities in the Premises in a proper manner; and
- (2) withdraw any 'subject to claim' caveat lodged to protect the Lessee's interest under this Lease at the termination, or on an assignment, of this Lease; and
- (3) promptly give the Lessor a copy of every notice from any Authority received by the Lessee relating to the Premises; and
- (4) immediately notify the Lessor if the Lessee becomes aware of anything which is a danger or threat to the Premises or the Surrounding Area and comply with the Lessor's directions for the purpose of protecting property or persons in the Premises; and
- (5) promptly inform the Lessor after becoming aware of any damage to the Premises or of the faulty operation of any Services; and
- (6) 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, the Lessee's Property or the Lessee's Activities in relation to the Premises or which impose any duty or obligation upon the owner or Lessee of the Premises and will at its expense obtain all Authorisations required to use the Premises for the Permitted Use.

8.2 Restrictions

In connection with the Premises, the Lessee must not (and may not permit anyone else to) except with the Lessor's consent:

- (1) modify or interfere with the facilities for the provisions of Services to the Premises or any equipment connected to those facilities; or
- (2) interfere with or obstruct the operation of or access to the Services; or

- (3) cause damage to the Premises; or
- (4) store or use inflammable or explosive substances, including fuels, paint, solvents and pesticides in the Premises except those normally used for any activity included in the Permitted Use but then only if they are stored in proper containers and used only in accordance with all relevant laws and the requirements of any Authority; or
- (5) conduct activities that may release chemicals onto the ground (including application of fertilisers, herbicides and pesticides) without first receiving approval by the Lessor; or
- (6) use any facilities in or near the Premises, including the toilets and drains for any improper purpose; or
- (7) put any signs or advertisements outside the Premises or within the Premises, except as required by this Lease; or
- (8) permit any other person to carry on business on or from the Premises; or
- (9) use the Premises as a residence, other than for an approved caretaker's residence for security purposes, or for any activity which is dangerous, offensive, illegal or immoral or which is or may become a nuisance or annoyance to anyone; or
- (10) create any noise or other disturbance which interferes with the use by any other person of land which adjoins or is near to the Premises; or
- (11) abandon the Premises; or
- (12) create a security interest over this Lease in favour of any person or give another person any right to occupy or use the Premises; or
- (13) lodge an absolute caveat to protect the Lessee's interest under this Lease.

9. INDEMNITY AND INSURANCE

9.1 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 Biodiversity and Attractions (the *Department*) and each of the employees, contractors and agents of the State (the *Indemnified Parties*) 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 Lessee or any of its employees, agents, contractors, service suppliers, sub-contractors, sub-lessees, lessees, customers licensees, and other visitors and any other person who at any time is on the Premises with or without the consent of the Lessee, the subject of this Lease, 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:

- (1) on any lands to which the Act applies; or
- (2) in relation to the activities the subject of this application; or
- (3) 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.

9.2 Contamination, Pollution or Environmental Harm

- (1) The Lessee relies on its own investigations concerning the existence, non-existence, level or quantity of Contamination, Pollution or Environmental Harm on the Premises.
- (2) 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 Premises or Surrounding Area.

9.3 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.

9.4 Insurance

The Lessee must maintain with a reputable insurer:

- (1) public liability insurance of at least the amount specified in item 7 of the Schedule for each accident or event in the Premises; and
- (2) a property insurance policy on which the interest of the Lessor is noted, to cover the Lessee's Property (including vehicle insurance) against all usual risks including but not limited to loss or damage occasioned by fire, fire-fighting activities, fusion, explosion, lightning, civil commotion, storm, tempest, flood, earthquake, burglary and malicious damage;

and any insurance required by law as a result of the Lessee's use of the Premises.

9.5 Variation of Insurance Amount

The Lessor may by notice to the Lessee at any time require the Lessee to increase the minimum cover for the Lessee's public liability insurance if in the circumstances it is reasonable for the cover to be increased.

9.6 Insurance Obligations

The Lessee must also:

- (1) pay each premium due under the insurance policies taken out by the Lessee before the due date and, when reasonably requested by the Lessor, provide evidence of payment; and
- (2) when reasonably requested by the Lessor, provide evidence of currency for each insurance policy certified by the insurer; and
- (3) immediately notify the Lessor if an event occurs which may give rise to a claim under any insurance or which could adversely affect it or if an insurance policy is cancelled; and
- (4) if required by the Lessor, ensure that the Lessor's interests are noted on the policy of public liability insurance.

9.7 Lessor's Insurance

Unless the Lessor consents, the Lessee must not:

- (1) do or allow anything to be done which could adversely affect any insurance taken out by the Lessor in connection with the Premises or which could increase the cost of obtaining that insurance; or
- (2) settle, compromise or waive any claim under any policy of insurance relating to the Premises.

10. MANAGEMENT OF THE PREMISES

10.1 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.

10.2 Exercise of Rights under the Act

The Lessor reserves the right to enter the Premises at any time in order to exercise any right, power or authority which the Lessor has under the Act. The Lessee is not entitled to any compensation or to make any other claim against the Lessor for anything done by the Lessor on the Premises in the exercise of any right or authority under that Act.

10.3 Right to Enter

The Lessor may after giving reasonable notice to the Lessee (or in an emergency, without notice) enter the Premises to do any one or more of the following things:

- (1) inspect the state of repair and condition of the Premises;
- (2) maintain or repair the Premises and equipment or facilities in the Premises;
- (3) maintain, repair, alter or remove the Services;
- (4) carry out structural work to the Premises or any other work required by an Authority;
- (5) remove anything which is harmful or dangerous;
- (6) anything which should have been done by the Lessee but which has not been done properly;
- (7) anything else which the Lessor is required to do by law or is permitted to do under this Lease;

without affecting the Lessee's obligations under this Lease.

10.4 *Minimise Disruption*

If the Lessor does anything permitted by the preceding clause the Lessor must:

- (1) give the Lessee reasonable notice of the intended action before it is taken (except in an emergency); and
- (2) use its best endeavours to minimise disruption to the Lessee's business; and
- (3) make good any damage to the Lessee's Property (other than minor damage) caused by the Lessor.

10.5 *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.

11. *ASSIGNMENT AND SUBLETTING*

11.1 *Consent Required*

Unless the Lessor consents under the next clause, the Lessee may not assign this Lease or sublet the Premises.

11.2 Requirements for Consent

The Lessee may assign this Lease or sublet the Premises if the Lessor consents and if the Lessee:

- (1) complies with the next clause 11.3; and
- (2) supplies to the Lessor evidence acceptable to the Lessor that the proposed assignee or sublessee is able and qualified to use the Premises for the Permitted Use, is financially sound and has a good reputation; and
- (3) remedies any default under this Lease unless it has been waived by the Lessor; and
- (4) if requested by the Lessor, arranges for the proposed assignee or sublessee to obtain from one or more persons, as reasonably nominated by the Lessor, a guarantee of the obligations under this Lease to be assumed by the proposed assignee or sublessee in a form prepared or approved by the Lessor's solicitors.

11.3 Obligations on Assignment or Sublease

If the Lessee assigns this Lease or sublets the Premises, the Lessee must:

- (1) deliver to the Lessor, before the date that the proposed assignment or sublease 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 agrees with the Lessor to be bound by this Lease as from the date the assignment or sublease takes effect; and
- (2) pay to the Lessor on request the Lessor's expenses, including legal costs:
 - (a) incurred in making reasonable enquiries about the proposed assignee or sublessee; and
 - (b) in connection with the preparation, completion and stamping of the assignment or sublease documents and any other related documents, (including the stamp duty on those documents).

11.4 Lessee Remains Liable

- (1) The Lessee remains fully liable under this Lease even if the Lessee assigns this Lease or sublets the Premises or gives any right in relation to this Lease or the Premises to any other person.
- (2) The Lessee may apply to the Lessor to be granted an exemption to clause 11.4(1), subject to conditions stated by the Lessor at the time.

11.5 Change in Control

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:

- (1) **company** does not include a company which is listed on the Australian Stock Exchange or is wholly owned by such a company; and
- (2) **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
- (3) words defined in the Corporations Law have the meanings given to them by that Law.

11.6 Exclusion of Statutory Provisions

The provisions of sections 80 and 82 of the *Property Law Act 1969* do not apply to this Lease.

11.7 Fees

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

12. HOLDING OVER

If the Lessor consents to the Lessee continuing to occupy the Premises after the Expiry Date or after the end of any extended term, the Lessee is a monthly Lessee of the Premises and:

- (1) the monthly tenancy may be terminated by either party giving to the other at least one month's notice which may expire on any day; and
- (2) the rent is the same rent payable immediately before the Expiry Date or after the end of any extended term; and
- (3) all the other provisions of this Lease apply to the monthly tenancy except any option to extend this Lease.

13. DEFAULT

13.1 Re-entry

The Lessor may terminate this Lease by notice to the Lessee or by re-entering the Premises if:

- (1) the Lessee repudiates this Lease; or
- (2) the Lessee abandons the Premises; or

- (3) the Lessee ceases to use the Premises for the Permitted Use other than for a temporary period; or
- (4) the rent or any other money payable by the Lessee is unpaid for longer than 3 months after it is due to be paid; or
- (5) the Lessee is in default under this Lease and, if the default can be remedied, the Lessee has not remedied the default within 3 months after receiving a notice from the Lessor specifying the default and requiring it to be remedied; or
- (6) an Insolvency Event occurs; or

Except for the notice given under subclause (5) and except for any notice otherwise required by law the Lessor does not need to give notice to the Lessee before re-entering the Premises.

13.2 *Essential Terms and Damages*

Every obligation of the Lessee under this Lease:

- (1) to pay money; or
- (2) not to do something without the Lessor's consent; or
- (3) relating to damage to the Premises or to the state of repair or condition of the Premises,

is an essential term of this Lease. (This clause does not prevent other obligations being essential terms).

If the Lessee defaults by not performing or complying with any obligation which is an essential term, The Lessor is entitled to recover damages for losses over the whole Term, including losses caused by the non-payment of money by the Lessee over that period, even if this Lease is terminated by the Lessor as a result of the Lessee's default before the Expiry Date.

This clause is not to be taken as relieving the Lessor of any duty to mitigate losses which is imposed by law.

13.3 *Right to Damages not Affected*

The Lessor's right to recover damages is not affected if:

- (1) the Lessor accepts the Lessee's repudiation of this Lease; or
- (2) the Lessor terminates this Lease by notice or re-entry; or
- (3) the Lessee has abandoned the Premises; or
- (4) there is a surrender of this Lease by law.

13.4 *Interest on Overdue Money*

The Lessee must pay interest on any money which is not paid by the due date. Interest is to be the higher of:

- (1) 15%; or
- (2) the current reference rate or other base rate charged by the Commonwealth Bank on overdraft loans of less than \$100,000 plus 2%,

and is to be calculated on a daily basis from the due date until the money is paid. The interest is to be paid when requested by the Lessor.

13.5 *Acceptance of Rent or Mitigation*

The acceptance of rent or other money owing under this Lease or an attempt by the Lessor to mitigate losses is not to be taken as a waiver of a default by the Lessee under this Lease or a surrender by law.

14. LESSEE'S OBLIGATIONS ON TERMINATION

14.1 *Lessee to Move Out*

The Lessee must move out of the Premises and remove all the Lessee's Property from the Premises by the end of the Term except that if this Lease is terminated before that date, the Lessee must move out and remove the Lessee's Property as soon as reasonably possible after this Lease is terminated.

14.2 *Lessee to leave property required by Lessor*

For the avoidance of doubt, all buildings and other structures, fences, improvements, and other fixtures in, on or under the Leased Area must not be removed by the Lessee at the end of the Term without the Lessor's written consent.

14.3 *Removal of Lessee's Property*

If the Lessee does not comply with clause 14.1, the Lessee's Property shall at the option of the Lessor become the property of the Lessor (without any entitlement by the Lessee to compensation in respect thereof). If the Lessor does not assume ownership of any of the Lessee's Property under the previous sentence, the Lessor may remove the Lessee's Property from the Leased Area at the cost of the Lessee and either store it at the risk and cost of the Lessee or treat the Lessee's Property as abandoned and deal with it in any manner the Lessor chooses at the Lessee's cost.

14.4 *Risk*

The Lessee's Property is at the Lessee's risk at all times before and after the termination of this Lease.

14.5 *Damage Caused by Moving Out*

The Lessee must repair any damage to the Premises caused by moving out of the Premises or removing the Lessee's Property.

14.6 Reinstatement

If the Lessee has made any improvements or alterations to the Premises or carried out any work on the Premises or done anything else to change the Premises if the Lessor requires, the Lessee must reinstate the Premises before the end of the Term so that the Premises is returned to the condition it was in before the improvements or alterations were made, or the work carried out or the other changes were made. The Lessee's obligations under this clause include removing any building or other structure erected in the Premises by the Lessee unless the Lessor agrees otherwise or unless this Lease provides otherwise.

15. COSTS AND EXPENSES

15.1 Costs and Expenses

The Lessee must pay or reimburse the Lessor on request for all the Lessor's costs and expenses (including legal costs and expenses) in relation to:

- (1) arranging for any survey or demarcation drawing necessary to identify the Premises; and
- (2) negotiating, preparing, signing and stamping of this Lease and any document assigning, varying or surrendering this Lease; and
- (3) enforcing any right under this Lease including giving a notice of default under section 81 of the *Property Law Act 1969*; and
- (4) any default by the Lessee which causes loss to the Lessor; and
- (5) giving any consent or approval under this Lease.

15.2 Duties and Fees

The Lessee must pay or reimburse the Lessor on request for all stamp duty and fees (including fines and penalties attributable to the Lessee) payable in connection with this Lease.

16. MISCELLANEOUS

16.1 Remedies Cumulative

The rights, powers and remedies in this Lease are in addition to the rights, powers and remedies provided by law independently of this Lease.

16.2 Accrued Rights

The termination of this Lease for any reason does not affect the rights of the Lessor in relation to a default by the Lessee before termination.

16.3 Severance

If any part of this Lease or the application of that part to any person or circumstance is or becomes unenforceable, the other provisions of this Lease are not affected but continue to be enforceable.

16.4 Payments

The Lessee must make all payments under this Lease without set-off, counterclaim or deduction. Payments by the Lessee under this Lease are to be made to the Lessor or any other person nominated by the Lessor. The Lessor need not make a demand for payment of any amount required to be paid by the Lessee under this Lease unless required by law. If this Lease does not specify when a payment is due, it is due within 30 days after the Lessor requests payment.

16.5 Transfer of Land Act 1983

The covenants and powers implied in every lease made under the *Transfer of Land Act 1893* are implied in this Lease, whether registered under that Act or not, except:

- (1) to the extent that they are modified by this Lease; and
- (2) the implied covenant set out in section 92(ii), which is excluded.

16.6 Lessee's Environmental Obligations

- (1) 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; and
 - (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 16.6(1)(i); and
 - (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; and
 - (iv) must not cause or permit any Contamination, Pollution or Environmental Harm of the Premises or Surrounding Area; and
 - (v) must notify the Lessor immediately on becoming aware of:
 - (A) the existence of any Contamination; or
 - (B) any Pollution affecting the Premises or Surrounding Area;
or

- (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.
- (2) 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 16.6(1), 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.
- (3) The obligations of the Lessee under this clause continue after the expiry or earlier determination of this Lease.

16.7 *Cost of Complying with Obligations*

Unless otherwise stated in this Lease, the Lessee must pay the cost of performing or complying with every obligation of the Lessee under this Lease.

16.8 *The 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.

17. POWER OF ATTORNEY

The Lessee for valuable consideration irrevocably appoints the Lessor and every senior officer of the Lessor (jointly and severally) as the Lessee's attorney for the purpose of withdrawing any caveat which the Lessee is obliged to withdraw under the Lease.

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

18. NOTICES

18.1 Form and Address

A notice or other communication in connection with this Lease must be in writing and may be signed by the relevant party or its solicitors or agents.

The notice or other communication may be:

- (1) left at or posted to the address of the addressee as set out in the Schedule or any other address notified to the sender as an address for the giving of notices; or
- (2) sent by facsimile transmission to any facsimile number used by the addressee; or
- (3) sent by email to a relevant email address provided by a relevant party.

18.2 Receipt

Unless a later time is specified in it, a notice or other communication takes effect from the time it is taken to be received, which is:

- (1) if left at the address of the addressee, the next Business Day after the day it is left;
- (2) if posted, on the third Business Day after posting; and
- (3) if sent by facsimile transmission or email, on the next Business Day after the facsimile or email was sent.

19. TRUSTEE PROVISIONS

If the Lessee has entered into this Lease in the capacity of trustee whether or not the Lessor has any notice of the trust, the Lessee:

- (1) is taken to enter into this Lease both as trustee and in the Lessee's personal capacity and acknowledges that the Lessee is personally liable for the performance of the Lessee's obligations under this Lease; and
- (2) will take any action necessary to ensure the assets of the trust are available to satisfy any claim by the Lessor for any default by the Lessee; and
- (3) will assign to the Lessor any right of indemnity the Lessee has against the assets of the trust to the extent of the liability of the Lessee under this Lease; and
- (4) warrants that the Lessee has the power and authority under the terms of the trust to enter into this Lease.

20. GUARANTEE AND INDEMNITY

20.1 Application

This clause applies if any Guarantor is a party to the Lease.

20.2 Guarantor's Obligations

In consideration of the Lessor entering into the Lease at the Guarantor's request, the Guarantor:

- (a) unconditionally and irrevocably guarantees to the Lessor the due and punctual payment by the Lessee to the Lessor of all amounts payable by the Lessee under the Lease and the due compliance by the Lessee with all the Lessee's other obligations under the Lease; and
- (b) as separate undertakings:
 - (i) unconditionally and irrevocably indemnifies the Lessor against all Loss, liability, cost or expense incurred or suffered by the Lessor arising from, or in connection with, any Event of Default or as a consequence of a disclaimer of the Lease by a liquidator or trustee of the Lessee; and
 - (ii) as principal debtor agrees to pay to the Lessor on demand a sum equal to the amount of any Loss, liability, cost or expense described in subparagraph (i).

20.3 Duration and Application

This guarantee and indemnity:

- (a) continues in full force and effect while the Lessee:
 - (i) occupies or is entitled to occupy the Premises under the Lease or any other form of tenancy or right of occupation or as a trespasser or other unauthorised occupier; or
 - (ii) holds an equitable interest in the Premises under an agreement for Lease or as a periodical lessee; oruntil the Lessee complies with all its obligations under the Lease;
- (b) extends to all extensions of the Lease and any new Lease of the Premises; and
- (c) extends to claims by the Lessor for Loss arising from the repudiation of the Lease or breaches of the terms of the Lease by the Lessee, including the Lessor re-entering or terminating the Lease.

20.4 Waiver

The Guarantor waives:

- (a) all the Guarantor's rights as a surety in respect of this guarantee and indemnity; and

- (b) any right the Guarantor may have of first requiring the Lessor to commence proceedings or enforce rights against the Lessee before claiming under this guarantee and indemnity.

20.5 No Prejudice to Rights

The liability of the Guarantor and the rights of the Lessor under this clause are not prejudiced or otherwise affected by anything which might otherwise affect them in law or in equity, including one or more of the following:

- (a) the Lessor granting time or other concession to, or compromising with, or partially releasing in any way, the Lessee or the Guarantor;
- (b) acquiescence, delay, acts or omissions by the Lessor;
- (c) a variation of the Lease with or without the consent of the Guarantor;
- (d) the death, dissolution or other incapacity of the Lessee or a Guarantor;
- (e) an Insolvency Event occurs in respect of the Lessee or a Guarantor;
- (f) the fact that a Guarantor may never execute the Lease or that the execution of the Lease by a Guarantor is void or voidable;
- (g) the invalidity or unenforceability of an obligation or liability of the Lessee under the Lease;
- (h) the disclaimer of the Lease by a liquidator or trustee of the Lessee; or
- (i) the Lessor releasing, disposing of, or dealing in any other way with, any other Security Interest it may hold given by the Lessee or any other guarantor.

20.6 Restriction on Guarantor's Claims

The Guarantor may not, without the prior written consent of the Lessor:

- (a) raise a set-off or counterclaim against the Lessee in reduction of the Guarantor's liability under this clause;
- (b) prove or claim in any bankruptcy, liquidation, composition, arrangement or assignment of, or in relation to, the Lessee until the Lessor has received 100 cents in the dollar in respect of the money owing by the Lessee under the Lease; and the Guarantor holds in trust for the Lessor any proof or claim and any dividend received by it; or
- (c) claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any other Security Interest held by the Lessor in connection with the Lease.

20.7 Lessor's Rights

If a claim that a payment to the Lessor in connection with the Lease is void or voidable under laws relating to insolvency or protection of creditors is upheld, conceded or compromised, the Lessor is immediately entitled as against the Guarantor to the rights

to which it would have been entitled under this clause if all or part of the payment had not been made.

20.8 Costs and Expenses

The Guarantor agrees to pay to the Lessor on demand the Lessor's costs and expenses, including legal costs and expenses relating to any action in connection with this guarantee and indemnity, including its enforcement.

20.9 Assignment of Benefit of Lease

If the benefit of the Lease is transferred or assigned by the Lessor to any person, the benefit of this guarantee and indemnity extends to, and is to be taken to be assigned to, the transferee or assignee.

21. ASBESTOS

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 at the Lessee's cost.

22. INTERPRETATION

22.1 Definitions

In this Lease:

Authority means any governmental or public authority of any kind.

Business Day means any day except a Saturday, Sunday or a public holiday in Western Australia.

CALM Act means the *Conservation and Land Management Act 1984* and any subsidiary legislation.

Commencement Date means the date in item 4.1 of the Schedule.

Expiry Date means the date in item 4.2 of the Schedule.

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

- (1) the Lessee is unable to pay all the Lessee's debts as and when they become due and payable or the Lessee has failed to comply with a statutory demand as provided in section 459F of the Corporations Law, or the Lessee is deemed to be unable to pay the Lessee's debts under section 585 of the Corporations Law;
- (2) a meeting is convened to place the Lessee in voluntary liquidation or to appoint an administrator;

- (3) an application is made to a court for the Lessee to be wound up;
- (4) the appointment of a controller (as defined in section 9 of the Corporations Law) of any of the Lessee's assets;
- (5) the Lessee proposes to enter into or enters into any form of arrangement (formal or informal) with the Lessee's creditors or any of them, including a deed of company arrangement; or
- (6) the Lessee becomes an insolvent under administration, as defined in section 9 of the Corporations Law.

Lessee means the party named in item 2 of the Schedule and includes the Lessee's successors and an assignee, a sublessee or any other person having a right to possess, use or occupy the Premises.

Lessee's Property means any plant or equipment, fittings, furniture and furnishings or other property not owned by the Lessor which the Lessee constructs on or brings on to the Premises.

Lessee's Visitors means each of the Lessee's employees, agents, contractors, service suppliers, sub-lessees, customers, invitees, guests, volunteers, licensees, sub-licensees and other visitors and any other person who at any time is on the Premises with or without the consent of the Lessee.

Lessor means the statutory body described in item 1 of the Schedule and includes the Lessor's successors and an assignee of the reversion and, where the context permits, any person authorised by the Lessor to do any act on behalf of the Lessor for the purposes of this Lease, including a managing agent.

Lessor's Property means all buildings and other structures, fences, improvements and other fixtures within the Premises, whether constructed or installed before or during the Term.

Liability includes any obligation to pay money or other loss, cost or expense of any kind.

Permitted Use means the use described in item 6 of the Schedule.

Premises means the area of land described in item 3 of the Schedule and includes all buildings and other constructions, erections, improvements, additions, fixtures and fittings on that area of land now or in the future.

Rates and Taxes means any 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 supply or use of the Premises or anything under or in connection with the Lease.

Services means all services to the Premises or parts of the Premises including air conditioning, electric power, gas, water, sewerage, and telecommunications.

Surrounding Area means the area immediately surrounding the Premises for a distance of 10 metres measured away from the boundary of the Premises and the air

ANNEXURE 1

SUSTAINABILITY PERFORMANCE AND AUDIT

DEFINITIONS

In this Annexure, unless the context otherwise requires:

BEC means Build Environment Criteria.

NEC means Natural Environment Criteria.

SEC means Social Environment Criteria.

LESSEE SPECIFIC SUSTAINABILITY PERFORMANCE

SITE DESIGN AND LAYOUT (BEC)

1. The Lessee will ensure the works in any approved development plan and any improvements, additions, modifications, alterations or changes to the works on the area:
 - i. Comply with and are maintained according to these Lease conditions; and
 - ii. Comply with and are maintained to the relevant Local Government's health standards and receive the approval of the relevant Local Government.

MAINTENANCE OF NATURAL ECOLOGY (NEC)

2. The Lessee will:
 - i. Encourage the prevention of the introduction of non-endemic species of all types;
 - ii. Minimise damage to native vegetation, soil loss and compaction during any construction;
 - iii. Plant only indigenous vegetation in or around the area after consultation and approval of the Lessor prior to planting any vegetation;
 - iv. Assist the Lessor in its programs of weed eradication and land rehabilitation of the area (planting and maintenance of endemic species) at the request of the Lessor;
 - v. Not feed or allow any employee, agent, contractor or guests to feed animals in the Premises; and
 - vi. Encourage the disposal of rubbish and food scraps in sealed bins.

EROSION, SOIL LOSS, COMPACTION AND VEGETATION DAMAGE (NEC)

3. The Lessee will ensure that the buildings and facilities component of the Lease is limited to the footprint only and that no disturbance to vegetation or landforms outside the designated area occurs through the provision of sensitive design, education or signage. The Lessee will control grass growth within the area to the satisfaction of the Lessor.
4. The Lessee will take necessary action to prevent, limit and remedy soil loss, compaction and erosion in the area which is the result of the Lessee or Lessee's visitors.

The Lessee will ensure that:

- i. Site design and layout controls pedestrian impact and avoids compaction under trees; and
- ii. In the event of any soil loss, compaction or erosion of the area, remedial action is undertaken immediately with the approval of the Lessor.

WATER USE (NEC)

5. The Lessee will (where possible):

- i. Promote and adopt methods to minimise water use; and
- ii. Install and use low water use appliances and minimise the use of high water use appliances; and
- iii. Promote the use of environmentally sensitive detergents and soaps and ensure their use is minimised.

SOLID WASTE (NEC) & WASTE STORAGE AND DISPOSAL (BEC)

6. The Lessee will:

- i. Promote and adopt methods to minimise packaging and solid waste production by preferential purchase (where possible) of:
 - a. bulk goods;
 - b. goods with minimal and recycled packaging; and
 - c. recycled goods.
- ii. Establish a collection point for the depositing of recyclable materials;
- iii. Separate wastes, and sort and crush recyclable containers and cans; and
- iv. Store and transport waste in a manner that prevents vermin, odour and spillage.

ENERGY CONSUMPTION (NEC) & METHOD OF ENERGY CONSUMPTION (BEC)

7. The Lessee will (where possible):

- i. Promote and adopt methods to minimise non-renewable energy consumption and maximise use of renewable energy sources;
- ii. Ensure any new building design minimises energy requirements; and
- iii. Only use energy efficient appliances and lighting equipment and minimise the use of high energy use appliances where possible.

ENVIRONMENTAL STEWARDSHIP (NEC)

8. The Lessee will:

- i. Minimise, manage and monitor the environmental impact of its use of the Premises;
- ii. Supply information to the Lessor on any matter it requests;
- iii. Report incidence of damage or risk within the Premises;
- iv. Support the Lessor in emergency situations with the provision of resources at the request of the Lessor; and
- v. Actively and cooperatively participate in any research associated with the Operation or the Premises or the Surrounding Area at the request of the Lessor.

CHEMICAL/FUEL STORAGE AND HANDLING (BEC)

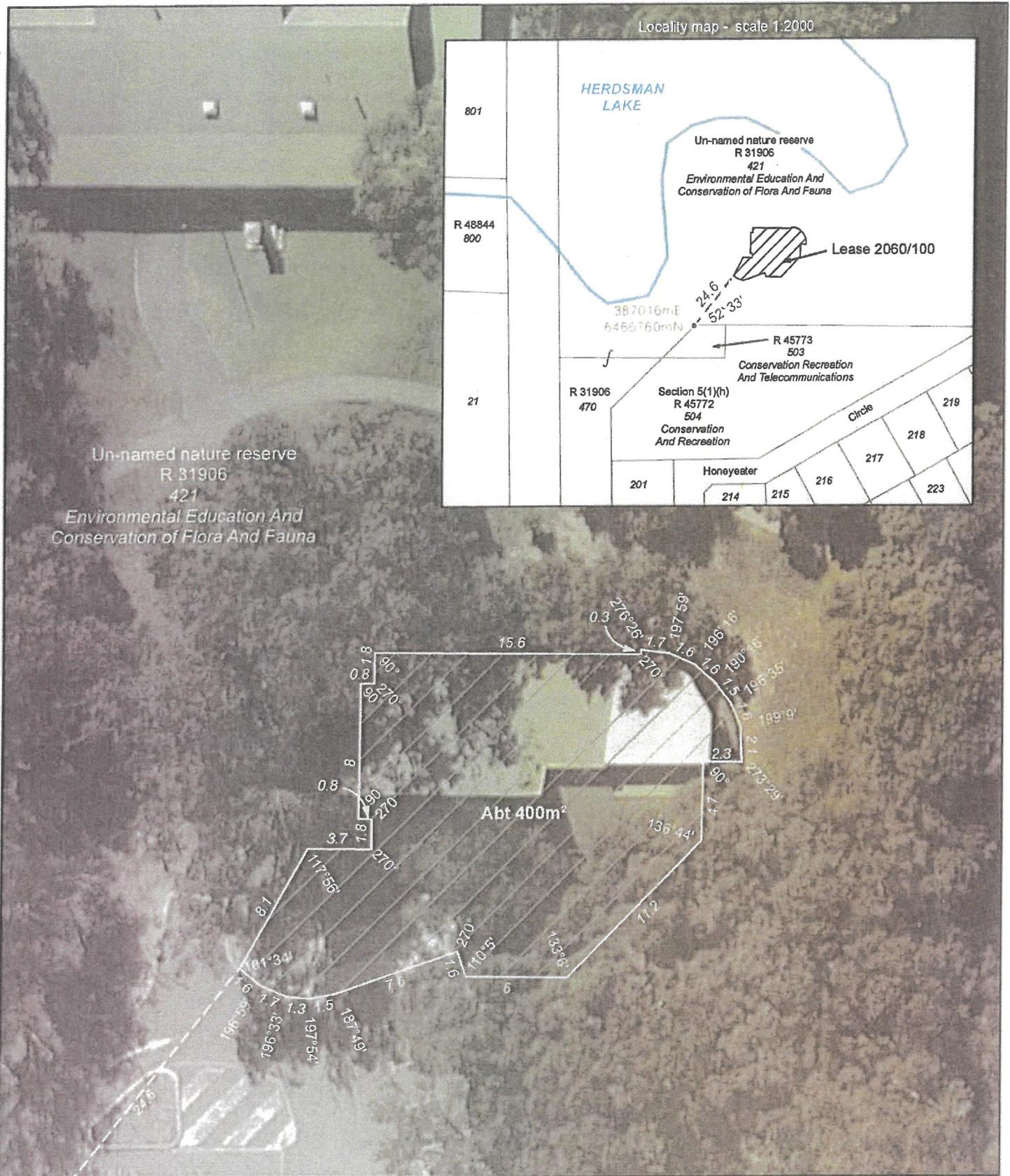
9. The Lessee will:
- i. Display a commitment to using environmentally sensitive products wherever possible; and
 - ii. Dispose of chemicals outside the Premises in an environmentally appropriate manner and as required by law.

CULTURALLY SENSITIVE BEHAVIOUR (SEC)

10. The Lessee will, where appropriate:
- i. Acknowledge the importance of Indigenous people, culture and heritage to the Premises.

SAFETY EQUIPMENT AND PROCEDURES (SEC)

11. The Lessee will have, at all times:
- i. First aid equipment on site;
 - ii. An Emergency Response Plan on site; and
 - iii. Visible signage indicating the location of fire extinguishers, fire blanket and first aid kit.
12. The Lessee will:
- i. Provide training to staff and visitors on the Emergency Response Plan.



REGIONAL PARKS LEASE No.2060/100

LESSEE

World Wide Fund for Nature Australia

DBCA REGION

SWAN

AREA

Abt 400m²

DBCA DISTRICT

SWAN COASTAL

DRAWN

CJLB 14/09/2020

LGA

CITY OF STIRLING

CHECKED

RD 15/09/2020

PLAN REF.

DBCA COG PLAN: 2034-2 & 3 (AQ.46)

FILE No.

2018/002210-1

ORTHO PHOTO

METRO_INSET_APR_2020_MOSAIC-1

DATUM

GDA94, MGA Zone 50

LEASE PLAN APPROVAL

LESSEE

WITNESS

LESSEE

WITNESS

N



SCALE: 1:300



Department of
Biodiversity, Conservation
and Attractions

Executed by the parties as a Deed on the 20th day of September in the year 2021.

Signed on behalf of the **CONSERVATION**)
AND LAND MANAGEMENT EXECUTIVE BODY)
By its authorised officer:)



Peter Sharp
Executive Director Parks and Visitor Services

in the presence of:

Witness: Signature




Name (Please print)

Dannielle Walter

Signed on behalf of **WORLD WIDE**)
FUND FOR NATURE AUSTRALIA)
ACN 001 594 074)
according to Section 127 of the Corporations Act:)



Director CHRISTOPHER DICKMAN



STEPHEN GATTLER
Director/Secretary