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CASINO (BURSWOOD ISLAND) AGREEMENT ACT 1985

LEASE OF LAND EXCISED FROM RESORT SITE

Notice of lease of land excised from the Resort Site on terms and conditions approved by the Minister—clause 6(5)(a) of the Casino (Burswood Island) Agreement set out in Schedule 1 to the Casino (Burswood Island) Agreement Act 1985 as amended.

The Honourable Colin Holt MLC Minister for Racing and Gaming and being the Minister of the Crown for the time being charged with the administration of the *Casino (Burswood Island) Agreement Act 1985* acting for and on behalf of the State of Western Australia and its instrumentalities from time to time (the State), hereby gives notice of the lease by the State to the Trustee of land excised from the Resort Site, not exceeding in the aggregate 10 hectares, on the terms and conditions as set out in the Schedule below.

COLIN HOLT, Minister for Racing and Gaming.

Schedule

FORM LAA-1022

TENURE CODE: GE

WESTERN AUSTRALIA
 LAND ADMINISTRATION ACT 1997
 TRANSFER OF LAND ACT 1893 as amended

LEASE OF CROWN LAND (L)

DESCRIPTION OF LAND (NOTE 1)	EXTENT	VOLUME	FOLIO
Lot 557 on Deposited Plan 404609	Whole	3166	574

ENCUMBRANCES (NOTE 2)

L520748 Memorial. Contaminated Sites Act 2003. Registered 30.12.2010

LESSOR/S (NOTE 3)

State of Western Australia acting through the Minister for Lands, a body corporate under the Land Administration Act 1997, care of Department of Lands, Level 2, 140 William Street, Perth, Western Australia 6000.

LESSEE/S (NOTE 4)

Burswood Nominees Limited (ACN 078 250 307) of 201 Great Eastern Highway, Burswood, Western Australia 6100

TERM OF LEASE (NOTE 5)

2 Years 0 Months 0 Days
 Commencing from the 1st January 2016

THE LESSOR LEASES TO THE LESSEE the land above described subject to the encumbrances as shown hereon (Note 6)

For the above term for the clear yearly rental of (Note 7) two thousand dollars plus GST per annum payable (Note 8) Annually

SUBJECT TO THE COVENANTS AND POWERS IMPLIED UNDER THE LAND ADMINISTRATION ACT 1997 AND THE TRANSFER OF LAND ACT 1893 AS AMENDED (UNLESS HEREBY NEGATED OR MODIFIED) AND ALSO TO THE COVENANTS AND CONDITIONS CONTAINED HEREIN.

PARTIES

The parties to this Lease are the Lessor, the Board and the Lessee as defined in clause 1.1.

RECITALS

- A. The Leased Premises is Crown land and the Minister is authorised by section 79 of the LAA to grant leases of Crown land for certain purposes and on such terms and conditions as the Minister may determine.
- B. The Lessee requested a grant of the lease of the Leased Premises for the Permitted Use.
- C. The Leased Premises formerly comprised part of the land in the Resort Site (defined in the *Casino (Burswood Island) Agreement Act 1985*) which was part of Reserve 39361. The Leased Premises was excised from the Resort Site by way of publication in the *Government Gazette* dated 22 December 2015 and correspondingly will be excised from Reserve 39361) and pursuant to clauses 6(2A), 6(2B) and 6(2D) of the *Casino (Burswood Island) Agreement Act 1985* so that it could be leased to the Lessee.
- D. The Leased Premises will be part of the Site.
- E. After expiry of the Term, the intention is that the private road forming part of the Leased Premises will be dedicated as a road in favour of the Local Government, with all remaining areas to be added back to the Resort Site and correspondingly Reserve 39361.
- F. The Minister has agreed to grant to the Lessee and the Lessee has agreed to take a lease of the Leased Premises subject to the Encumbrances, for the Term and at the Rent and subject to the provisions of the LAA and the terms and conditions of this Lease.

AGREEMENT

The parties covenant and agree on the matters set out on the front page of this Lease and as follows—

1. DEFINITIONS, INTERPRETATION AND EXERCISE OF MINISTER'S POWERS**1.1 DEFINITIONS**

In this Lease, the following definitions, together with those in the Schedule, apply unless the contrary intention appears—

Act means the *Casino (Burswood Island) Agreement Act 1985* (WA).

Authorisation includes a consent, authorisation, permit, licence, approval, agreement, certificate, authority or exemption from, by or with a Governmental Agency or required under any Law and all conditions attached to an authorisation.

Authorised User means each of the Lessee's employees, agents, contractors, service suppliers, sub-contractors, sub-lessees, lessees, customers and other visitors and any other person who at any time is on the Leased Premises with the express or implied consent of the Lessee.

Board means the board established and maintained as a body corporate pursuant to clause 6(1)(c) of the State Agreement under the provisions of the *Parks and Reserves Act 1895* (WA), known as the Burswood Park Board.

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

Camfield Drive means the private road constructed within Reserve 39361 known as 'Camfield Drive' and which is under the care control and management of the Board.

Camfield Drive Realignment Detailed Design Plan means the design and construction set out in the Overall Layout Plan annexed as Annexure "A".

Commencement Date means the date shown on the front page of this Lease as the commencement date.

Construction means the construction of a road, as that term is defined in the LAA, in accordance with the Camfield Drive Realignment Detailed Design Plan.

Construction Management Plan means the plan setting out—

- (a) an emergency response and management plan to address leaks, overflow, and ruptures of any Existing Services or Services;
- (b) a safety audit of the use of the Construction addressing public safety, taking into account lighting, crossings, traffic management plans, signage and physical barriers;
- (c) vehicle, cycle and pedestrian access and movement through and around the Leased Premises and Surrounding Area;
- (d) public access and safety throughout the Term;
- (e) on-site storage and handling of materials—equipment and chemical;
- (f) hours of operation in accordance with applicable laws;
- (g) dust suppression measures;
- (h) time frames and responsibility for tasks; and
- (i) reinstatement plan for areas of the Leased Premises to be added back to the Site and correspondingly Reserve 39361.

Contamination is the state of being contaminated as that term is defined in the CSA.

Crown means the Crown in right of the State of Western Australia.

CSA means the *Contaminated Sites Act 2003*.

Department means the department principally assisting the Minister in the administration of the LAA.

Encumbrances means the limitations, interests, encumbrances and notifications shown on the front page of this Lease.

Environmental Harm has the same meaning as that term is defined in the EPA.

Environmental Law means all planning, environmental, Contamination or Pollution laws 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.

EPA means the *Environmental Protection Act 1986*.

Existing Services means all public utility services including roads, footpaths, cycle ways, water supply, waste disposal, sewerage, drainage, electricity and gas reticulation and telecommunications equipment in situ on the Leased Premises at the Commencement Date.

Front page means the front page of this Lease, being in the form suitable for registration at the TLA Agency.

Governmental Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency, statutory authority or entity.

GST has the meaning given in section 195-1 of the GST Act.

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

GST Law has the meaning given in section 195-1 of the GST Act.

Improvements means any building, facility or structure on the Leased Premises as at the Commencement Date and the Construction.

Insurance Policies means each of the policies of insurance required to be taken out by the Lessee under clause 8.

Interest Rate means the rate determined under section 8(1) (a) of the *Civil Judgments Enforcement Act 2004* from time to time.

LAA means the *Land Administration Act 1997*.

Law includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future, and whether State, Federal or otherwise.

Lease means this lease, as it is amended from time to time, varied, supplemented, replaced, extended, renewed or assigned, as permitted by this lease, and includes any deed of variation of this lease.

Leased Premises means the land described on the front page of this Lease.

Lessee means the party so described on the front page of this Lease and, includes its successors and permitted assigns and if the Lessee is a natural person, its executors and administrators, and permitted assigns.

Lessor means the State of Western Australia acting through the Minister care of the Department.

Local Government means the local government established under the *Local Government Act 1995* from time to time for the area in which the Leased Premises is situated, being at the Commencement Date the Town of Victoria Park.

Lot 551 means Lot 551 on deposited plan 76986 being the whole of the land comprised in Certificate of Title Volume 2812 Folio 341 and in respect of which the Lessee is the registered proprietor.

Minister means the Minister for Lands, a body corporate under section 7 of the LAA.

Permitted Use means the use of the Leased Premises described in item 2 of the Schedule.

Pollution means anything that is pollution within the meaning of that term as defined in the EPA.

Relevant Land means the Leased Premises and Surrounding Area.

Rent means the annual rent specified in item 3 of the Schedule and stated on the Front Page as varied from time to time under this Lease.

Rent Payment Date means the date specified in item 1 of the Schedule or such other dates as the Minister may specify.

Schedule means the schedule to this Lease.

Services means all public utility services including roads, footpaths, cycle ways, water supply, waste disposal, sewerage, drainage, electricity and gas reticulation and telecommunications equipment, excluding any such services in situ on the Leased Premises at the Commencement Date.

Site has the given to that term in the *Casino (Burswood Island) Agreement Act 1985*.

State Agreement means the *Casino (Burswood Island) Agreement 1985*, as set out in Schedule 1 of the Act (as amended).

Surrounding Area means any land or water adjacent to or in the vicinity of the Leased Premises and the air generally above the Leased Premises, and includes the Water Sports Association Lease Area, Camfield Drive and an affected site within the meaning of that term as defined in the CSA.

Tax Invoice has the meaning given in section 195-1 of the GST Act.

Taxable Supply has the meaning given in section 195-1 of the GST Act.

Term means the term of this Lease set out on the front page commencing on the Commencement Date and includes any other period during which the Lessee has possession of the Leased Premises with the approval of the Lessor.

TLA Agency means the agency or department responsible for the registration of dealings relating to land in the register kept pursuant to the *Transfer of Land Act 1893*.

Trust means a trust created by deed dated 20 February 1985 between Burswood Management Limited as settlor and West Australian Trustees Limited as trustee and known as the Burswood Property Trust.

Water Sports Association Lease Area means the lease area covered by Lease I150517 over Lot 10175 on Deposited Plan 185130, the whole of the land comprised in Certificate of Crown land Title Volume 3048 Folio 452 granted to WA Recreational Water Sports Association Inc.

1.2 INTERPRETATION

In this Lease, unless the context otherwise requires—

- (a) headings or subheadings are inserted for guidance only and do not govern the meaning or construction of this Lease or of any provision contained in this Lease;
- (b) words expressed in the singular include the plural and vice versa;
- (c) words expressed in one gender include the other genders;
- (d) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate;
- (e) a reference to a thing includes a part of that thing but without implying that part performance of an obligation is performance of the whole;
- (f) references to parts, clauses and parties are references to parts and clauses of, and parties to, this Lease;
- (g) a reference to a party to this Lease includes that party's successors and permitted assigns and in the case of a natural person also includes that person's personal representatives and administrators;
- (h) where the day on or by which a thing is required to be done is not a Business Day that thing must be done on or by the succeeding Business Day;
- (i) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- (j) no rules of construction apply to the disadvantage of a party because that party was responsible for the drafting of this Lease or of any of the provisions of this Lease;
- (k) references to statutes, regulations, ordinances and by-laws when contained in this Lease include amendments, re-enactments or consolidations of any of them and a reference to a statute includes every regulation, proclamation, ordinance and by-law issued under that statute;
- (l) a reference in this Lease to a subclause, paragraph or subparagraph is a reference to a subclause, paragraph or subparagraph in the clause or definition in which the reference appears; and
- (m) words that are defined in the LAA and used in this Lease have the same meaning given to them under the LAA.

1.3 PERFORMANCE OF FUNCTIONS BY MINISTER

All acts and things that the Lessor or the Minister is required or empowered to do under this Lease must be done by the Minister or the Minister's delegate appointed under section 9 of the LAA.

1.4 APPROVAL BY THE LESSOR OR THE MINISTER

- (a) In any case where under this Lease the doing or executing of any act, matter or thing by the Lessee is dependent on the approval or consent of the Lessor or the Minister and the Board, such approval or consent will not be effective unless it is given in writing and may be given or withheld by the Lessor or the Minister and the Board, as applicable, in their absolute discretion and may be given subject to such conditions as the Lessor or the Minister and the Board, as applicable, may determine unless otherwise provided in this Lease.
- (b) The Lessee agrees that any failure by the Lessee to comply with or perform a condition imposed under subclause (a) will constitute a breach of a condition or covenant under this Lease.

2. APPLICATION AND EXCLUSION OF STATUTES

2.1 LAND ADMINISTRATION ACT

The Lessee and the Lessor agree that—

- (a) the provisions of the LAA relating to leases of Crown land granted under section 79 of the LAA apply to the Lessee; and
- (b) the provisions of this Lease do not in any way affect, alter or derogate from the Lessor's or the Minister's rights or powers conferred under the LAA.

2.2 TRANSFER OF LAND ACT

Such of the covenants and powers as might otherwise be implied by the *Transfer of Land Act 1893* do not apply to this Lease and are not implied in this Lease unless expressly included.

3. LEASE

- (a) The Lessor leases the Leased Premises to the Lessee and the Lessee accepts the Lease from the Lessor for the Term on and subject to the covenants, terms and conditions contained in this Lease.
- (b) If for any reason the Lessee is unable to construct the proposed Crown Towers hotel on Lot 551, then either the Lessor or the Lessee may terminate this Lease by three months' notice, to the other and neither of them shall be liable to compensate the other in respect of such termination.

4. RENT

4.1 PAYMENT OF RENT

The Lessee must pay to the Lessor the Rent—

- (a) annually in advance on the Rent Payment Date for each year of the Term other than the first year of the Term where the Rent is due and payable on the Commencement Date;
- (b) at the place and in the manner notified by the Lessor in writing at any time or in the absence of that direction, at the address specified in item 3 of the Schedule;
- (c) without deduction or abatement; and
- (d) without demand from the Lessor.

5. OTHER PAYMENTS BY LESSEE

5.1 PAYMENT OF RATES, TAXES, ETC SEPARATELY ASSESSED

The Lessee must pay, when due and payable, all rates, taxes (including State land tax) and other charges (including impositions, assessments, outgoings, duties and fees) of any Governmental Agency which are separately charged upon the Leased Premises or imposed or levied upon the Lessor, the Minister or the Lessee in respect of the Leased Premises separately or the ownership of the Leased Premises separately.

5.2 PAYMENT OF SERVICE CHARGES SEPARATELY METERED

The Lessee must, in respect of the supply of any Services or other services separately metered or charged for the Leased Premises, pay all accounts when they become due and payable.

5.3 PROVISION OF SERVICES

- (a) The Lessor is not responsible for organising or the cost of providing or connecting any Services required to the Leased Premises.
- (b) The Lessee must arrange at its cost the installation of any Services it requires to service the Leased Premises and, in this regard—
 - (i) must arrange directly with the relevant supplier—
 - (A) for the supply of any Services required to the Leased Premises;
 - (B) for any additional services, such as, security; and
 - (C) for the installation of any meter, wire, pipe or other apparatus required to deliver the Service or measure consumption of it; and
 - (ii) must punctually pay to any supplier—
 - (A) the costs of installing, repairing, maintenance or replacement of any meter, wire, pipe or other apparatus required for supplying the relevant service referred to in paragraph (i) or to measure consumption of it; and
 - (B) any rates, usage fees, service fees, licence fees and other charges whatsoever connected or relevant to the Services; and
 - (C) any levy imposed by any authority.

5.4 OVERLAP AND DAILY ACCRUAL

The rates, taxes, other charges and Service charges referred to in clauses 5.1, 5.2 and 5.3 include such of those items as arise during the Term as well as such of those items as arise before or after the Term but in respect of a period of time which overlaps the start or end of the Term.

5.5 LEGAL COSTS AND DUTY

- (a) The Lessee must pay to the Lessor the Lessor's reasonable legal and other costs and expenses arising out of this Lease, including those incurred—
 - (i) in relation to an assignment, subletting or surrender of this Lease;
 - (ii) in considering a request for any consent or approval by the Minister;

- (iii) as a result of a default by the Lessee in performance of his obligations under this Lease; and
 - (iv) as a result of the exercise of any right, power, privilege, authority or remedy of the Lessor or the Minister in respect of this Lease, including the preparation and service of any notice referred to in clause 13.
- (b) The Lessee is to pay or reimburse the Lessor on demand for—
- (i) all duty, penalties or fines payable under the *Duties Act 2008* in respect of any dutiable transaction or other matter to which this Lease and any extension of the Term of this Lease relates; and
 - (ii) all costs relating to the registration of this Lease and any extension of the Term of this Lease.

5.6 CONSULTANT'S COSTS

- (a) The Lessee agrees to pay the cost of any consultant, including but not limited to environmental and engineering consultants, whose services are reasonably required to evaluate the Construction Management Plan or any other matter that may arise during the Term of this Lease.
- (b) In evaluating the Construction Management Plan, the Lessor and the Board agree to jointly engage necessary consultants, with all costs submitted to the Lessee, fully substantiated and mutually agreed by the Lessor and Lessee.

5.7 INTEREST

- (a) If any amount payable by the Lessee under this Lease (whether formally demanded or not) is not paid within 30 days after it becomes due for payment, the Lessee is to pay to the Lessor interest on demand, on the amount from the due date for payment until it is paid in full.
- (b) Interest is to be calculated on a daily basis, at the Interest Rate.
- (c) Nothing in this clause affects or prejudices any other right that the Lessor may have in respect of the Lessee's failure to pay any amount by the due date for payment.

6. LESSEE'S GENERAL OBLIGATIONS

6.1 PERMITTED USE

- (a) This Lease confers on the Lessee a right to occupy and use the Leased Premises for the Permitted Use but only to the extent that such use is lawful.
- (b) The Lessee must not use the Leased Premises or allow the Leased Premises to be used for any purpose other than the Permitted Use.
- (c) Except as may be provided in the Construction Management Plan, the Lessee must not impede or obstruct in any way vehicular and pedestrian or other access to and egress from—
- (i) The Water Sports Association Lease Area; and
 - (ii) the car parks that come off or adjoin Camfield Drive; and
 - (iii) other land forming the Surrounding Area not already covered in paragraph (i) or (ii) above.

6.2 CONSTRUCTION MANAGEMENT PLAN

The Lessee must—

- (a) prior to commencing any work on the Leased Premises, submit to the Lessor and the Board for their approval—
- (i) a works definition plan and construction program detailing the full scope of all works to be carried out; and
 - (ii) a Construction Management Plan,
- and not commence work until approval is given by the Lessor and the Board; and
- (b) at all times during the Term, comply with the terms of the approved Construction Management Plan.

6.3 FENCING AND SAFETY ISSUES

- (a) The Lessee must supply and install fencing to restrict public access to the Leased Premises to a standard acceptable to the Lessor and the Board.
- (b) The Lessee must at all times during—
- (i) the progress of any works on the Leased Premises; or
 - (ii) its use of the Leased Premises,
- take all measures that would be reasonably expected to ensure the safety of members of the public using or frequenting the Surrounding Areas including the affixing of signs or notices to warn persons of the works being carried out and erecting adequate barriers to prevent entry by members of the public.
- (c) Without limiting subclause (b) above, the Lessee must ensure that its use of the Leased Premises and that of its Authorised Users does not affect the safe use of or materially affect the amenity of the Surrounding Area by other persons, including the lessee of the Water Sports Association and its invitees and licensees and members of the public.

6.4 IMPROVEMENTS AND EXISTING SERVICES

The Lessee must not make any improvements or alterations to the Services, Existing Services or Improvements without the prior written authorisation of the Board except in accordance with the plans and specifications for the Permitted Use approved by the Board.

6.5 COMPLIANCE WITH LAW

- (a) The Lessee must comply with all Laws and the requirements, notices or orders of any Governmental Agency having jurisdiction or authority in respect of one or more of—
 - (i) the Leased Premises;
 - (ii) the use and occupation of the Leased Premises; and
 - (iii) the Improvements, and without limitation, including any machinery, plant, equipment, fixtures and fittings of the Lessee on the Leased Premises.
- (b) On being served with a notice by the Lessor, the Lessee must punctually comply with any notice or direction served on the Lessor or the Minister by a Governmental Agency requiring the destruction of noxious animals, plants or pests or the carrying out of repairs, alterations or works to the Leased Premises to the extent that such works are not permitted by clause 6.
- (c) The Lessee must obtain and keep current all permits, licences, approvals and consents required, to undertake any works on the Leased Premises or carry on a business on or from the Leased Premises, in relation to the activities permitted by the Permitted Use.

6.6 NUISANCE

Except for the Permitted Use, the Lessee must not carry on or permit to be carried on, on the Leased Premises—

- (a) any noxious or offensive activity, trade, business or calling;
- (b) anything which may be a nuisance;
- (c) anything which causes damage or loss to the Lessor or the owners or occupiers of any adjoining property or any other person; or
- (d) any illegal activity.

6.7 KEEP AND MAINTAIN

- (a) The Lessee must at the Lessee's expense—
 - (i) keep and maintain the Leased Premises in a tidy condition reflective of a standard construction site;
 - (ii) make good any damage caused to the Leased Premises and all Improvements howsoever caused; and
 - (iii) subject to clause 11.1(a)(ii), shall upon expiry or earlier termination of this Lease yield up the Leased Premises and Improvements to the Lessor in accordance with the approved Construction Management Plan, unless otherwise mutually agreed by the Lessor, Board and Lessee.
- (b) Without prejudice to the generality of subclause (a), for the avoidance of doubt the Lessee is obliged to—
 - (i) improve the Leased Premises and the Improvements being necessary to bring them to a state of good repair;
 - (ii) effect all necessary structural repairs to the Leased Premises and the Improvements where necessary to bring them to and maintain them in a state of good repair; and
 - (iii) effect all structural and other repairs and improvements necessary to the Leased Premises and the Improvements to comply with the requirements of any Governmental Agency whether imposed on the Lessee as occupier or the Lessor as proprietor.

6.8 NO DEALINGS WITH ANY INTEREST IN THIS LEASE OR THE LEASED PREMISES

- (a) It is agreed by the parties that section 18 of the LAA applies to this Lease.
- (b) The Lessee must not—
 - (i) assign, part with possession of, share possession of or sublet the Leased Premises;
 - (ii) mortgage, charge or in any way encumber the Lessee's estate or interest in the Leased Premises or its rights and powers as Lessee under this Lease;
 - (iii) dispose of, deal with, or assign its estate or interest in the Leased Premises or its rights and powers as Lessee under this Lease; or
 - (iv) otherwise deal with any interest whatsoever in the Leased Premises or the Lessee's estate or interest under this Lease.
- (c) The provisions of sections 80 and 82 of the *Property Law Act 1969* are hereby excluded.

6.9 LESSEE NOT TO REMOVE MATERIALS EXCEPT WITH APPROVAL OF LESSOR

- (a) The Lessee must not mine, remove, extract, dig up or excavate any sand, stone, gravel, clay, loam, shell, or similar substance or permit any other person to undertake any such action without the prior approval in writing of the Lessor and subject to such conditions as the Lessor may determine.

- (b) Subclause (a) does not apply to any removal digging up or excavation (relevant activity) as may be necessary to construct or undertake any improvement or alteration authorised by or under this Lease, provided that any such relevant activity is undertaken in accordance with the requirements of that authority and is subject to the Lessee having first obtained all necessary Authorisations to do the relevant activity.

6.10 COST OF LESSEE'S OBLIGATIONS

Unless this Lease provides otherwise, anything that must be done by the Lessee under this Lease, whether or not at the request of the Lessor, must be done at the risk and cost of the Lessee.

6.11 REGISTRATION OF LEASE

The Lessee is to lodge this Lease for registration at the TLA Agency, within 30 days after it is executed by the Minister and the Lessee.

7. LESSEE'S ENVIRONMENTAL OBLIGATIONS

(a) The Lessee—

- (i) must comply with the requirements of the *Aboriginal Heritage Act 1972* and all other relevant Laws in relation to its use of, or carrying on of any activity on the Leased Premises;
- (ii) must obtain any Authorisation required for any conduct, activity or use undertaken by the Lessee on the Leased Premises, including the Permitted Use before that conduct, activity or use is undertaken and must keep all such Authorisations in full force and effect throughout the term;
- (iii) must use the Leased Premises in a manner which complies with each Environmental Law and each Authorisation held by the Lessee in accordance with subclause (a)(ii);
- (iv) 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 Leased Premises or any conduct or activity relating to the use of the Leased Premises;
- (v) must not cause or permit any Contamination, Pollution or Environmental Harm to the Relevant Land;
- (vi) must notify the Lessor immediately on becoming aware of—
 - (A) the existence of any Contamination affecting the Relevant Land which relates to or arises from the Lessee's use of the Leased Premises;
 - (B) any Pollution affecting the Relevant Land which relates to or arises from the Lessee's use of the Leased Premises;
 - (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 Leased Premises;
 - (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; and
 - (E) 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 Leased Premises, whether the notice is served on the 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 subclause (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 reasonable 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.
- (d) The Lessee must at its cost remove any hazardous substances from the Leased Premises or remediate any Contamination on the Leased Premises if such removal or remediation is required to enable the Lessee to use the Leased Premises for the Permitted Use.

8. INDEMNITIES, RELEASE AND INSURANCE

8.1 DEFINITIONS

For the purposes of clause 8.3, clause 8.4 and clause 8.5, the term **Lessor** includes the Crown, the Minister, the Board and the agents, servants, employees and contractors of the Lessor, the Crown, the Minister and the Board.

8.2 LESSEE 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 were the owner and occupier of the freehold of the Leased Premises.

8.3 INDEMNITY

- (a) The Lessee must indemnify and keep indemnified the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be brought, maintained or made against the Lessor in respect of—
- (i) any loss whatsoever (including loss of use);
 - (ii) injury or damage of, or to, any kind of property or thing (including the Leased Premises, the Improvements, the Existing Services and the property of third parties); and
 - (iii) the death of, or injury or illness sustained by, any person, caused by, contributed to or arising out of, or in connection with, whether directly or indirectly—
 - (iv) the use or occupation of the Leased Premises by the Lessee;
 - (v) any work carried out by or on behalf of the Lessee under this Lease;
 - (vi) the Lessee's activities, operations, business or other use of any kind under this Lease;
 - (vii) the presence of any Contamination, Pollution or Environmental Harm affecting the Relevant Land caused or contributed to by the act, neglect or omission of the Lessee or its employees, agents, contractors, invitees or licensees;
 - (viii) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
 - (ix) any negligent or other tortious act or omission of the Lessee,except to the extent that the same is caused by the negligence of the Lessor.
- (b) 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 Governmental Agency as a result of any Contamination, Pollution or Environmental Harm emanating on, or from, the Leased Premises as a result of, or relating to, the use or occupation of the Leased Premises by the Lessee.
- (c) The obligations of the Lessee under this clause—
- (i) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount; and
 - (ii) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring before the expiration or earlier determination of this Lease.

8.4 RELEASE

- (a) The Lessee—
- (i) agrees to occupy, use and keep the Leased Premises at its own risk;
 - (ii) releases to the full extent permitted by law the Lessor from—
 - (A) any liability which may arise in respect of any accident or damage to property or death or injury to, or illness of, any person, of any nature in or near the Leased Premises;
 - (B) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Relevant Land at any time throughout the Term whether or not identified in an audit undertaken by the Lessee; and
 - (C) loss of or damage to fixtures or personal property of the Lessee,except to the extent that the same is caused by the negligence of the Lessor.
- (b) The obligations of the Lessee under this clause continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring before the expiration or earlier determination of this Lease.

8.5 INSURANCE

- (a) The Lessee must during the continuance of the Lease effect, maintain and keep current with an insurer of good repute to the satisfaction of the Lessor a public risk insurance policy in respect of the Leased Premises in the amount specified in item 6 of the Schedule for any one claim unlimited in the aggregate (or such other amount as the Minister may reasonably require at any time and from time to time consistent with usual prudent commercial practice) and which includes the interests of the Lessor under this Lease and covers all claims and losses howsoever arising or caused, including but not limited to—
- (i) those in respect of—
 - (A) any injury of, or illness to, or death of, any person;
 - (B) any loss, damage or destruction to any property including to the property of the Lessor;
 - (C) the loss of use of any property, including the property of the Lessor; and
 - (D) any claims, risks and events covered under the indemnities provided by the Lessee to the Lessor under this Lease; and

- (ii) liability arising out of any Contamination, Pollution or Environmental Harm to the Relevant Land;
- (b) Where applicable, the Lessee must during the continuance of this Lease effect, maintain and keep current and ensure that if applicable each of its contractors or subcontractors effects, maintains and keeps current—
 - (i) a contractors risk insurance policy to cover all works undertaken or to be undertaken in relation to the construction of any development, for loss, destruction or damage of or to property insured arising from any one cause for not less than 110% of the full amount of the contract sum under any building contract; and
 - (ii) an employer's indemnity insurance, including workers compensation insurance, in respect of all employees employed around or on the Leased Premises and in respect of any other liability under common law or any Law to pay damages or compensation.
- (c) The Lessee must—
 - (i) give to the Lessor a copy of the certificate of currency for each of the Insurance Policies referred to in subclauses (a) and (b) at the Commencement Date; and
 - (ii) submit evidence to the Lessor on each anniversary of the Commencement Date during the Term, or as otherwise requested by the Lessor, which shows that the Insurance Policies remain current.
- (d) The Lessee is—
 - (i) not to, and is not to permit any person to, do anything which adversely affects the continuation, validity, extent of cover or ability to make a claim under the Insurance Policies;
 - (ii) to notify the Lessor immediately if an event occurs which gives rise or might give rise to a claim under the Insurance Policies or which could prejudice the Insurance Policies;
 - (iii) to comply with the requirements of any Governmental Agency, the Insurance Council of Australia and any insurer in relation to fire protection of any Improvements, when they are being, or are constructed;
 - (iv) to ensure that under the Insurance Policies the insurer has no rights of subrogation against the Minister, the Crown or the Lessor, and the Lessee indemnifies the Minister, the Crown and the Lessor against any loss arising from a breach of this subclause;
 - (v) to ensure that all premiums in respect of the Insurance Policies and renewals of Insurance Policies are paid punctually;
 - (vi) to ensure that it does not at any time during the Term do or bring upon the Leased Premises anything where the insurance policies may be rendered void or voidable; and
 - (vii) to ensure that if the Lessee does anything or brings anything onto the Leased Premises where the rate of premium on the Insurance Policies will be liable to be increased, the Lessee will obtain insurance cover for such increased risk and pay all additional premiums in respect of the Leased Premises (if any) required on account of the additional risk caused by the use to which the Leased Premises is put by the Lessee.

9. QUIET ENJOYMENT

If the Lessee pays the Rent, rates and taxes and other charges referred to in clauses 4, 5.1 and 5.2 and does not breach the conditions of this Lease, the Lessee may occupy the Leased Premises during the Term without any interference from the Lessor and the Minister except where otherwise allowed by this Lease or the LAA.

10. DEFAULT

10.1 ESSENTIAL TERMS

- (a) Without limiting the provisions of this Lease which are essential terms it is agreed that each of the covenants by the Lessee contained in each of the following clauses is deemed to be an essential term of this Lease—
 - (i) Clause 4.1 (Payment of Rent);
 - (ii) Clause 5 (Other Payments by Lessee);
 - (iii) Clause 6.1 (Permitted Use);
 - (iv) Clause 6.2 (Construction Management Plan);
 - (v) Clause 6.3 (Fencing and Safety Issues);
 - (vi) Clause 6.4 (Improvements and Existing Services);
 - (vii) Clause 6.5 (Compliance with Law);
 - (viii) Clause 6.6 (Nuisance);
 - (ix) Clause 6.7 (Keep and Maintain);
 - (x) Clause 6.8 (No Dealings with any Interest in this Lease or the Leased Premises);
 - (xi) Clause 7 (Lessee's Environmental Obligations);

- (xii) Clause 8 (Indemnities, Release and Insurance);
 - (xiii) Clause 15 (Goods and Services Tax); and
 - (xiv) Clause 16 and each additional provision incorporated by clause 16.
- (b) In respect of the Lessee's obligation to pay Rent or make other payments, the acceptance by the Lessor of any late payment shall not constitute a waiver of the essentiality of the Lessee's obligation to make that payment or of the Lessee's continuing obligation to pay during the Term.

10.2 TERMINATION OF LEASE

- (a) The parties agree that, in addition to any other ground for termination at law, and subject to section 81(1) of the *Property Law Act 1969* if it applies, this Lease may be terminated by the Lessor—
- (i) subject to clause 10.2(c), in the event of breach of an essential term of this Lease by the Lessee and failure by the Lessee to remedy the breach within 14 days after service by the Lessor on the Lessee of written notice specifying the breach and requiring the Lessee to remedy it; or
 - (ii) without limiting subclause(a)(i) above, if the Lessee ceases to use the Leased Premises for the Permitted Use, other than temporarily for repairs and maintenance, or ceases to have the right under any Law to use the Leased Premises for the Permitted Use; or
 - (iii) if the Lessee—
 - (A) becomes bankrupt or enters into any form of arrangement (formal or informal) with any of its creditors, or an administrator or a receiver or a receiver and manager is appointed to any of its assets;
 - (B) being a company or other body corporate, an order is made or a resolution is passed for its winding up except for the purpose of reconstruction or amalgamation;
 - (C) being a company, or other body corporate ceases or threatens to cease to carry on business or goes into liquidation, whether voluntary or otherwise, or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed; or
 - (D) being a company, is placed under official management under the *Corporations Act 2001* or enters into a composition or scheme of arrangement,
 and without limiting the foregoing but for the avoidance of doubt, this subclause (a)(iii) above applies to any such event that may occur in relation to the Lessee if it is an Aboriginal and Torres Strait Islander corporation under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* Cth; or
 - (iv) if the Lessee is an Aboriginal and Torres Strait Islander corporation under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* Cth and a determination is made by the Registrar under that Act that the Lessee is to be under special administration; or
 - (v) if the Lessee abandons or vacates the Leased Premises; or
 - (vi) pursuant to the provisions for forfeiture under section 35 of the LAA.
- (b) This Lease may be terminated under subclauses (a) (i), (ii), (iii), (iv), (v) and (vi) above, either by the Lessor giving notice to the Lessee or by the Lessor re-entering the Leased Premises without notice.
- (c) If—
- (i) the Lessor serves a notice under clause 10.2(a)(i) in respect of a breach which cannot be practically remedied within 14 days; and
 - (ii) the Lessee provides the Lessor with a written plan and timeline for remedying the breach to the satisfaction of the Lessor within 14 days of receipt of the Lessor's notice,
- then the Lessor, acting reasonably, may agree to extend the time for the Lessee to remedy the breach in accordance with the Lessee's plan.

10.3 COMPENSATION FOR TERMINATION

- (a) Without limiting the Lessor's rights and remedies at law in respect of any breach of any term of this Lease, it is agreed that in the event of termination of this Lease pursuant to this clause or otherwise at law, the Lessee shall compensate the Lessor for all costs and losses incurred by the Lessor.
- (b) The losses to be so compensated in terms of subclause (a) above include—
- (i) loss of Rent in respect of the period from the time of termination to the time at which this Lease would otherwise have expired; and
 - (ii) reasonable legal costs.
- (c) The Lessor's entitlement to recover compensation or damages shall not be affected or limited by any of the following—
- (i) the Lessee abandoning or vacating the Leased Premises;
 - (ii) the Lessor electing to re-enter or to effect forfeiture of this Lease;

- (iii) the Lessor accepting any repudiation of this Lease by the Lessee; or
- (iv) conduct by any of the parties constituting surrender by operation of law.

11. RIGHTS AND OBLIGATIONS AT TERMINATION OF LEASE

11.1 YIELDING UP

- (a) On the expiration or earlier determination of this Lease, the Lessee must, to the reasonable satisfaction of the Lessor and the Board—
 - (i) surrender peaceably and yield up the Leased Premises to the Lessor and the Board—
 - (A) clean; and
 - (B) free from rubbish;
 - (ii) do all things reasonably necessary to—
 - (A) facilitate the dedication of the road shown in the Camfield Drive Realignment Detailed Design Plan in favour of the Local Government; or
 - (B) in the event this Lease is terminated in accordance with clause 10.2 or the Construction cannot be completed, the Lessee agrees to reinstate the Leased Premises (if required by the Lessor) to a state it was at the Commencement of this Lease at the Lessee's cost.
 - (iii) reinstate all other areas of the Leased Premises not forming part of the road to be dedicated in accordance with clause 11.1(a)(ii)(A) in accordance with the Construction Management Plan;
 - (iv) fill in, consolidate and level off any unevenness, excavation or hole caused by the Lessee or by the Lessee's use of the Leased Premises; and
 - (v) remediate any Contamination, Pollution or Environmental Harm of or to the Relevant Land arising from, or connected with, the use and occupation of the Leased Premises by the Lessee or the Lessee's employees, agents, contractors, invitees or licensees, whether such use and occupation is or was under the terms of this Lease or some other lease, licence or agreement.
- (b) The obligations of the Lessee under this clause continue after the expiration or earlier determination of this Lease.

11.2 IMPROVEMENTS TO VEST IN CROWN

It is agreed that the provisions of section 92 of the LAA apply to this Lease except as varied by this Lease.

12. LESSOR'S RIGHTS

12.1 Right to Enter

- (a) The Lessor, the Board or any person authorised by the Lessor, the Board or the Minister may enter on to the Leased Premises at all reasonable times and on reasonable notice with all necessary plant, equipment and materials—
 - (i) to inspect, repair, maintain or carry out any works to the Existing Services;
 - (ii) to inspect the state and condition of the Leased Premises and the Improvements;
 - (iii) to repair, maintain or carry out any works in relation to the Leased Premises, which the Lessee is liable to do under this Lease and has failed to do within 28 days of the Lessor serving notice on the Lessee requiring it to carry out those works;
 - (iv) to remove any harmful substance or carry out any maintenance or repairs to the Leased Premises; or
 - (v) to comply with the requirements of any Governmental Agency.
- (b) The Lessor, the Board or the Minister or any person authorised by any of them, is not required to give any notice to the Lessee before entering on to the Leased Premises or carrying out any works under subclause (a) above if the Lessor, the Board or the Minister (as the case may be) is of the opinion those works are of an emergency nature.

12.2 REMEDY LESSEE'S DEFAULT

The Lessor may, but is not obliged to, remedy any default by the Lessee of its obligations under this Lease without notice (unless any clause specifically provides otherwise), including the payment of any moneys payable by the Lessee under this Lease.

12.3 RECOVER COSTS FROM LESSEE

If the Lessor carries out any works under clause 12.1 which it is the Lessee's obligation to do under this Lease or remedies a default under clause 12.2, the Lessee is to pay to the Lessor on demand all debts, costs and expenses, including legal costs and expenses, incurred by the Lessor as a result of carrying out those works or remedying that default.

13. NOTICES

13.1 SERVICE OF NOTICE ON LESSEE

Any notice or other document to be served on the Lessee under this Lease will be served in accordance with section 274 of the LAA.

13.2 SERVICE OF NOTICES ON LESSOR OR MINISTER

Any notice or other document to be served on the Lessor, the Board or the Minister under this Lease may be effected—

- (a) by delivering the document to the offices of the Department personally by sending the document by letter (by pre-paid post) to the address at the address or by facsimile to the facsimile number set out at item 4 of the Schedule or at such other address notified to the Lessee by the Lessor or the Minister; or
- (b) by sending the document by letter (by pre-paid post) to the address or by facsimile to the facsimile number of the Board, as set out in item 5 of the Schedule or to such other address or facsimile number notified to the Lessee by the Board.

13.3 REQUIREMENTS OF NOTICES SERVED ON THE LESSOR OR MINISTER

A notice or other document to be served on the Lessor, the Board or the Minister under this Lease must be signed by—

- (a) if given by an individual, by the person giving the notice;
- (b) if given by a corporation, by a director or secretary of the corporation; or
- (c) by a solicitor or other agent of the person giving the notice.

14. GENERAL PROVISIONS

14.1 EXCLUSION OF WARRANTIES

The Lessee acknowledges having inspected the Leased Premises and that in entering into this Lease the Lessee has not relied on any statement, representation or warranty (other than those implied by or deemed to have been given by law and which cannot be contracted out of) by or on behalf of the Lessor or the Minister whether express or implied, other than the statements representations and warranties expressly set out in this Lease.

14.2 SUITABILITY AND SAFETY OF LEASED PREMISES

- (a) The Lessor or the Minister does not represent or warrant—
 - (i) that the Leased Premises are suitable to be used for the Permitted Use;
 - (ii) that any Improvements or Existing Services on the Leased Premises on the Commencement Date are suitable to be used for the Permitted Use; or
 - (iii) that the Leased Premises may lawfully be used for the Permitted Use.
- (b) Without affecting the generality of subclause (a) above,
 - (i) the Lessor or the Minister does not represent or warrant that the zoning of the Leased Premises will allow the Leased Premises to be used for the Permitted Use, whether with the approval or permission of the relevant planning authority or otherwise; and
 - (ii) it is the Lessee's responsibility to make its own enquiries about zoning, and the Lessee warrants that, before executing this Lease, the Lessee has done so to its own satisfaction.
- (c) The Lessee acknowledges having satisfied itself that the Leased Premises are suitable and safe to be used for the Permitted Use and agrees to take all measures necessary to ensure that the Leased Premises remain safe and free from hazards to the Lessee and all persons entering the Leased Premises.

14.3 CONTAMINATION, POLLUTION OR ENVIRONMENTAL HARM

- (a) Neither the Lessor nor the Minister makes any representation or warranty concerning the existence or extent of any Contamination, Pollution or Environmental Harm in relation to the Leased Premises.
- (b) The Lessee acknowledges that the Leased Premises is subject to Memorial L520748 and that it relies on its own investigations concerning the existence or non-existence of Contamination, Pollution or Environmental Harm in relation to the Leased Premises.

14.4 HOLDING OVER

- (a) If the Lessee continues to occupy the Leased Premises after the end of this Lease with the consent of the Lessor, the Lessee will do so as a tenant from month to month at a monthly rental, being one-twelfth of the Rent payable immediately before the end of the Lease or as otherwise notified in writing by the Lessor to the Lessee.
- (b) When continuing as a tenant from month to month in terms of subclause (a) above, the terms of this Lease will apply to the tenancy as far as they may be applicable.
- (c) Either the Lessor or the Lessee may end the tenancy from month to month created by subclause (a) above by one month's notification to the other, expiring at any time.

14.5 WAIVER

- (a) Failure to exercise or delay in exercising any right, power or privilege in this Lease by the Lessor or the Minister does not operate as a waiver of that right, power or privilege.
- (b) A single or partial exercise of any right, power or privilege does not preclude—
 - (i) any other or further exercise of that right, power or privilege; or
 - (ii) the exercise of any other right, power or privilege.

14.6 SEVERABILITY OF PROVISIONS

If a court decides that any part of this Lease is void, voidable, illegal or unenforceable or this Lease would be void, voidable or unenforceable unless a part is severed from this Lease, then that part is severed from this Lease and does not affect the continued operation of the rest of this Lease.

14.7 APPLICABLE LAW

- (a) This Lease shall be construed and interpreted in accordance with the laws in force in the State of Western Australia.
- (b) The parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

14.8 VARIATION

A variation of any provision of this Lease must be in writing and signed by the parties.

14.9 ACCRUED RIGHTS

The termination of this Lease (including without limitation, by way of forfeiture) does not affect the rights or remedies of the Lessor or the Minister against the Lessee in relation to a breach of this Lease by the Lessee before the termination of this Lease.

14.10 TRUST PROVISION

- (a) The Lessee enters into the Lease both for itself and as trustee of the Trust, and in the Lease, each reference to the Lessee has effect as a reference in each capacity.
- (b) The Lessee warrants to the Lessor that—
 - (i) the Lessee is the only trustee of the Trust;
 - (ii) no action has been taken or proposed to remove the Lessee as trustee of the Trust;
 - (iii) the copy of the Trust deed and other documents relating to the Trust produced to the Lessor disclose all the terms of the Trust;
 - (iv) the Lessee has power under the Trust deed to enter into the Lease and the Lessee has entered into the Lease for the benefit of the beneficiaries of the Trust;
 - (v) the Lessee has a right to be fully indemnified out of the assets of the Trust in respect of obligations incurred under the lease;
 - (vi) the assets of the Trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the Lessee has a right to be indemnified out of those assets;
 - (vii) the Lessee is not in default under the Trust deed;
 - (viii) no action has been taken or is proposed to terminate the Trust;
 - (ix) the Lessee has complied with the Lessee's obligations in connection with the Trust; and
 - (x) the Lessor's rights under the Lease rank in priority to the interests of the beneficiaries of the Trust.
- (c) The Lessee must—
 - (i) at the Lessor's request, exercise the Lessee's right of indemnity from the assets of the Trust and the beneficiaries of the Trust in respect of obligations incurred by it under the Lease;
 - (ii) comply with the Lessee's obligations as trustee of the Trust;
 - (iii) not, without the consent of the Lessor, do anything which—
 - (A) effects the retirement, removal or replacement of the Lessee as trustee of the Trust;
 - (B) could restrict the Lessee's right of indemnity from the assets of the Trust in respect of obligations incurred by the Lessee under the Lease;
 - (C) could restrict the ability of the Lessee to comply with the Lessee's obligations under the Lease; or
 - (D) effects a variation of the Trust deed, the termination of the Trust or the resettlement of the Trust.

15. GOODS AND SERVICES TAX**15.1 RENT EXCLUSIVE OF GST**

The Rent and any other amounts payable by the Lessee to the Lessor, under this Lease, are exclusive of GST.

15.2 LESSEE TO PAY GST

The Lessee must pay additional to the Rent and any other amounts payable by the Lessee, any GST payable by the Lessor in respect of a Taxable Supply made under this Lease.

15.3 VARIATION OF GST

Where GST is payable on Rent, the amount payable shall be the amount specified in item 1 of the Schedule, until varied from time to time consequent upon each review of Rent in accordance with this Lease.

15.4 TAX INVOICE

Where GST is payable, the Lessor shall provide to the Lessee, a Tax Invoice in the format and form required as set out in the GST Law.

15.5 NOTIFICATION IS CONCLUSIVE

A written notification given to the Lessee by the Lessor of the amount of GST that the Lessor is liable to pay on a Taxable Supply made or to be made under this Lease is conclusive between the parties except in the case of an obvious error.

15.6 THE LESSEE MUST PAY GST AT SAME TIME

The Lessee must pay to the Lessor the amount of the GST that the Lessee is liable to pay under this Lease—

- (a) at the same time; and
- (b) in the same manner,

as the Lessee is obliged to pay for the Taxable Supply.

15.7 APPORTIONMENT OF GST

Where a Taxable Supply is not separately supplied to the Lessee, the liability of the Lessee for any amount for GST, in relation to that Taxable Supply, is determined on the same basis as the Lessee's proportion of that Taxable Supply is determined.

15.8 OTHER SUPPLIES

If there is a supply by any party, which is a Taxable Supply and is not covered by clause 15.2, then the consideration for the supply shall be increased by an amount calculated as—

A x R

where—

A is the amount of the consideration for the supply apart from clause 15.2; and

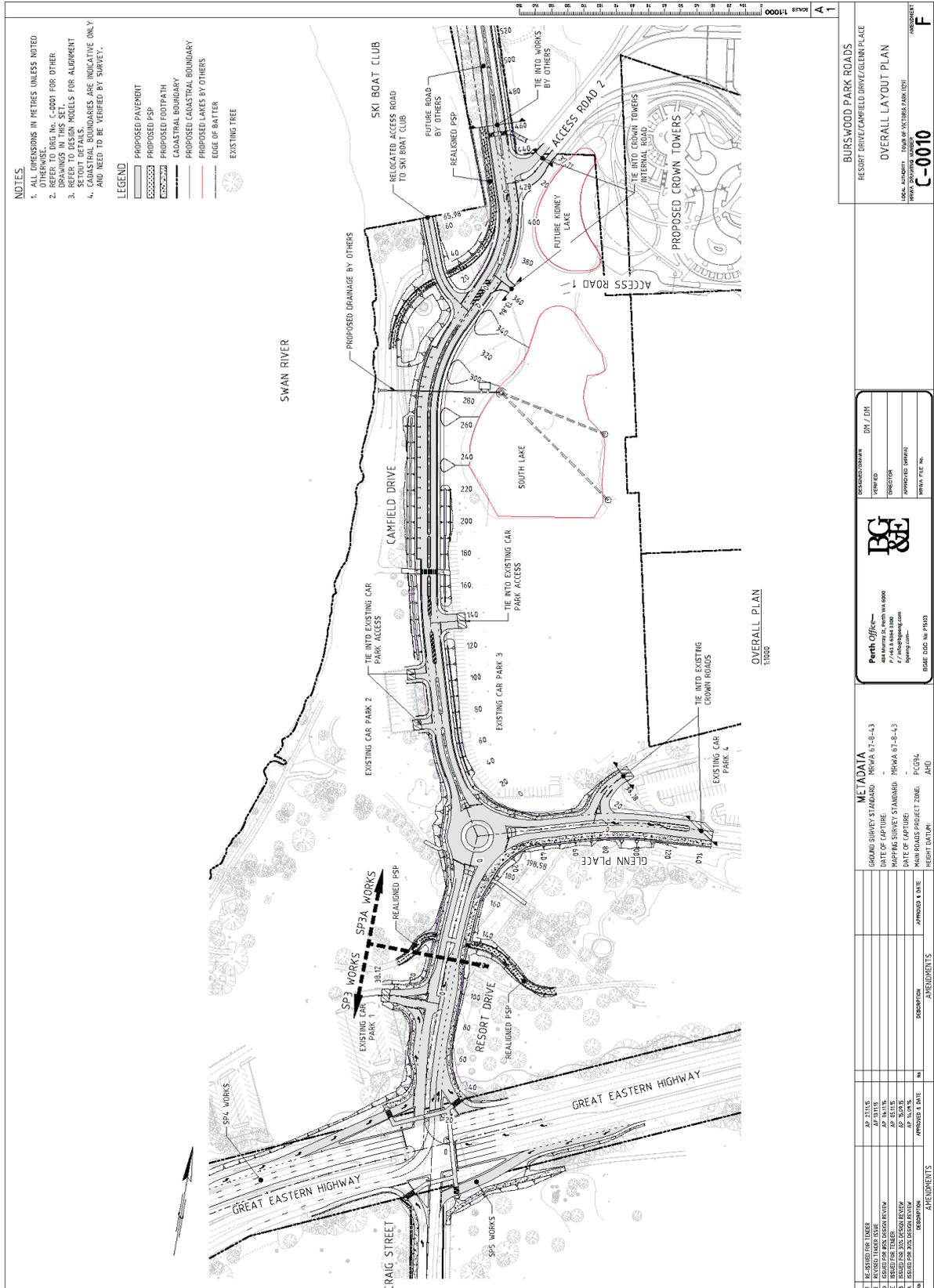
R is the rate of GST applicable to the supply.

SCHEDULE
ITEM

- | | |
|---|--|
| 1. Rent payment date | Commencement Date (1 January 2016) and 1 January each year thereafter. |
| 2. Permitted Use | The Construction and the use of the Construction for access to and egress from Lot 551. |
| 3. Rent | \$2,000 plus GST per annum. |
| 4. Address for payment of Rent | State Land Services
Department of Lands
140 William Street
PERTH WA 6000
Postal Address—
PO Box 1143
WEST PERTH WA 6872
Attention: Manager, Accounting Services |
| 5. Address for service of notice on Lessor or Minister | State Land Services
Department of Lands
140 William Street
PERTH WA 6000
Attention: Manager, Metropolitan and Peel
Telephone: (08) 6552 4547
Fax: (08) 6552 4417 |
| 6. Address for service of notice on the Board | Burswood Park Board
PO Box 114
BURSWOOD WA
Attention: General Manager,
Telephone: (08) 9361 4475
Fax: (08) 94703018 |
| 7. Insurance | \$50,000,000.00 |

Annexure A

Camfield Drive Realignment Detailed Design Plan



- NOTES**
1. ALL DIMENSIONS IN METRES UNLESS NOTED OTHERWISE.
 2. DRAWING No. C-001 FOR OTHER DRAWINGS IN THIS SET.
 3. REFER TO DESIGN MODELS FOR ALIGNMENT SETOUT DETAILS.
 4. DIMENSIONS ARE INDICATIVE ONLY AND NEED TO BE VERIFIED BY SURVEY.

- LEGEND**
- PROPOSED PAVEMENT
 - PROPOSED PSP
 - PROPOSED FOOTPATH
 - EXISTING ROAD
 - PROPOSED DRAINAGE BY OTHERS
 - EDGE OF BATTER
 - EXISTING TREE

BURSWOOD PARK ROADS
RESORT DRIVE/CAMFIELD DRIVE/GLENN PLACE

OVERALL LAYOUT PLAN

LOCAL AUTHORITY: SHIRE OF PICTON (2/15/15)
HWMA DRAWING NUMBER: **C-0010**

Perth Office
484 Murray St, Perth WA 6000
T: (08) 9447 7777
F: (08) 9447 7777
www.bge.com.au

BGE

DESIGNED/DRAWN: []
CHECKED: []
DATE: []

ME/TADA/TA

GRAND SURVEY STANDARD	HWMA 07-8-4.3
DATE OF CAPTURE	
MAPPING SURVEY STANDARD	HWMA 07-8-4.3
DATE OF CAPTURE	
MAIN ROADS PROJECT ZONE	P-C094
HEIGHT DATUM	AND

NO.	DESCRIPTION	APPROVED & DATE	DATE

EXECUTED AS A LEASE—

The **COMMON SEAL** of
the **BURSWOOD PARK**
BOARD is affixed in the
presence of—

President

Name (please print)

Member

Name (please print)

ATTESTATION SHEET

Executed by the parties as a Deed on _____ day of _____ in the year **2015**

LESSOR/LESSORS SIGN HERE (NOTE 9)

SIGNED FOR AND ON BEHALF OF THE)
STATE OF WESTERN AUSTRALIA by)
 an authorised officer for and on behalf of the)
 Minister for Lands by delegation under)
 section 9 of the *Land Administration Act 1997*)
 in the presence of:)

.....
 Department of Lands Officer

.....
 Name of Witness

.....
 Address of Witness

.....
 Occupation of Witness

LESSEE/LESSES SIGN HERE (NOTE 9)

EXECUTED by)
BURSWOOD NOMINEES)
LTD ACN 078 250 307)
 pursuant to section 127(1))
 of the *Corporations Act*)
 2001 in the presence of:)

_____	_____
Witness	Signature Director /Company Secretary
_____	_____
Name (please print)	Name (please print)
_____	_____
Witness	Signature Director / Company Secretary
_____	_____
Name (please print)	Name (please print)

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet Form B1 should be used with appropriate headings. The boxed sections should only contain the words "See Annexure".

2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by parties.

3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the person signing this document and their witnesses.

4. Duplicates are not issued for Crown Land Titles.

NOTES

1. DESCRIPTION OF LAND
 Lot and Diagram/Plan number or Location name and number to be stated.
 Extent – Whole, part or balance of the land comprised in the Certificate of Crown Land Title to be stated.
 The Certificate of Crown Land Title Volume and Folio number to be stated.

2. ENCUMBRANCES
 To be identified by nature and number, if none show "nil".

3. LESSOR
 State full name and address of Lessor(s) and the address(es) to which future notices can be sent.

4. LESSEE
 State full name and address of the Lessee(s) and the address(es) to which future notices can be sent.

5. TERM OF LEASE
 Term to be stated in years, months and days.
 Commencement date to be date, month and year. Options to renew to be shown.

6. RECITE ANY EASEMENTS TO BE CREATED
 Here set forth Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".

7. RENTAL
 State amount in words.

8. PAYMENT TERMS
 State terms of payment. Eg, by instalments of \$...payable on the...day of each month/the months of...in each year, commencing with a payment of \$...on or before the day of.../execution of this lease by the Lessee.

9. EXECUTION
 A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The full name, address and occupation of witnesses must be stated.

EXAMINED

Office Use Only

LEASE OF CROWN LAND (L)

LODGED BY **Department of Lands**

ADDRESS **DoL – Metropolitan and Peel – Box 98C**

PHONE No. **(08) 6552 4642**

FAX No. **(08) 6552 4417**

REFERENCE No. **Joanne Lim File: 00068-2013**
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PREPARED BY **Department of Lands**

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INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____ Received Items

2. _____ Nos.

3. _____

4. _____ Receiving Clerk

5. _____

6. _____

Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.