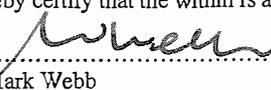


I hereby certify that the within is a true and correct copy of Lease No. 1683/97


.....
Mr Mark Webb

Director General – Department of Biodiversity, Conservation and Attractions

LEASE

LEASE NO. 1683/97

DAM SITE FOR COMMERCIAL PURPOSES

PART OF STATE FOREST NO. 39

**THE CONSERVATION AND LAND
MANAGEMENT EXECUTIVE BODY**
(The Lessor)

and

SAND BOX HOLDINGS PTY LTD
(The Lessee)

RECITALS

- A. Pursuant to Section 7(1)(a) of the amended *Conservation and Land Management Act 1984* ("the Act") the land in State Forest number 39 ("the Land") is vested in the Conservation and Parks Commission.
- B. Pursuant to Section 97 of the CALM Act, the Chief Executive Officer (CEO) has power to lease the Land for the purpose described in item 6 of the Schedule of this Lease.
- C. Section 36 of the CALM 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 CALM 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 any buildings, erections and other improvements now or hereafter erected thereon (collectively "the Leased Area").
- F. The Lessor has agreed to lease the Leased Area 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.
- G. Pursuant to Section 97(3) of the CALM Act, this Lease shall be laid before each House of Parliament within 14 sitting days of its execution by all parties and will be incorporated into Hansard.

1. The Lessor

THE CONSERVATION AND LAND MANAGEMENT EXECUTIVE BODY – 17 DICK PERRY AVENUE KENSINGTON WA 6151

2. The Lessee

SAND BOX HOLDINGS PTY LTD – UNIT 3/8 COLLIE STREET FREMANTLE WA 6160

3. Leased Area

SEE ATTACHED LEASE DIAGRAM

4. Term

The period of 15 years from the Commencement Date to the Expiry Date.

4.1 *Commencement Date:* 6 JANUARY 2020

4.2 *Expiry Date:* 5 JANUARY 2035

5. Rent

\$750.00 per annum (CPI indexed annually and subject to future rent review) excluding GST.

6. Permitted Use of the Leased Area

DAM SITE FOR COMMERCIAL PURPOSES

7. Minimum Public Liability Insurance Cover

\$20,000,000

8. Special Provisions

Permit for Removal of Water from part of State Forest number 39.

- B = the last published September quarter CPI Index Number (Perth) published before the relevant CPI Review Date.
- C = the last quarterly 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 CPI Review Date.

3.2 *Market*

With effect from (and including) each date specified in this clause 3 as a "**Market Review Date**", the Lessor can require that the rent be reviewed on the following basis.

If the Lessee has not agreed in writing to the amount of the reviewed rent proposed by the Lessor by 1 month before receiving such advice, the amount of the reviewed rent is to be the higher of:

- (1) the rent applying immediately before the relevant Market Review Date; and
- (2) the market rent for the Leased Area determined by a valuer licensed under the *Land Valuers Licensing Act 1978*:
 - (a) agreed to by each of the parties; or
 - (b) if they cannot agree, appointed by the Chair of the Australian Property Institute at the request of either party.

The parties must each pay half the fees charged by any valuer appointed under this Lease to determine the market rent for the Leased Area.

3.3 *Interpretation*

In this Lease:

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.

CPI Review Date means each anniversary of the Commencement Date other than each anniversary which is a Market Review Date.

Market Rent means the rent that a sitting Lessor would be prepared to pay and an owner of the Leased Area would be prepared to accept taking into account:

- (1) the highest and best use of the Leased Area;
- (2) the provisions of this Lease;
- (3) the period which will elapse between the current Rent Review Date and the next Rent Review Date or, if there is not one, the termination of this Lease;
- (4) the full length of the Term and the benefit of any option to renew;
- (5) any improvement to the Leased Area by the Lessor;

but disregarding:

4.3 *Other Property Included*

If Rates and Taxes are not assessed separately on the Leased Area but also on other property which includes the Leased Area, 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 Leased Area bears to the area of the property the subject of the assessment.

4.4 *Energy Services*

The Lessee must pay the charges of any Energy Supplier and any other costs in respect of the supply of energy services to the Leased Area either to the Energy 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.

4.5 *Water*

The Lessee must pay the charges imposed by the Water Supplier in connection with water supplied to the Leased Area either to the Water 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.

4.6 *Service Charges*

The Lessee must pay all charges for all other Services which are imposed in respect of the Leased Area 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 Leased Area to a reasonable standard subject to the Lessor's satisfaction; and
- (2) promptly repair any damage to the Leased Area; and
- (3) maintain the Lessee's Property (including signs) located on the Leased Area in good condition.

5.2 *Building Work*

If the Lessee constructs anything on the Leased Area or carries out any other work on the Leased Area, 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
- (2) comply with all relevant requirements of each Authority and all laws and applicable standards in relation to the work; and
- (3) carry out the work in a safe and proper manner; and

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 Leased Area 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 Leased Area 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) notify the Lessor as soon as a fire is detected on the Leased Area;
- (2) take all reasonable and safe action which the Lessee is able to take to try to extinguish any unauthorised or uncontrolled fire on the Leased Area.

7.3 *Authorised Fires*

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

- (1) not prohibited by law or by a direction of the Lessor or an Authority; and
- (2) the fire 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 Leased Area 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*

- (1) This Lease does not grant to the Lessee any rights to forest produce as defined in the *Conservation and Land Management Act 1984* and the provisions of Section 96(4) of the *Conservation and Land Management Act 1984* are hereby expressly excluded.
- (2) Subject to the written Authority of the Lessor, the Lessee may fell, cut and utilise timber on the Leased Area as the Lessee may require for the erection of fencing or other authorised improvements thereon.

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 Leased 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 Leased Area 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 Leased Area 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 Leased Area 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 *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 Leased Area.

7.12 *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.

7.13 *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 Leased Area as a result of, or relating to, the use or occupation of the Leased Area by the Lessee.

7.14 *Contamination, Pollution or Environmental Harm*

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

7.15 *Lessee's Environmental Obligations*

- (1) The Lessee:
 - (a) must obtain any Authorisation required for any conduct, activity or use undertaken by the Lessee on the Leased Area, 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;
 - (b) must use the Leased Area in a manner which complies with each Environmental Law and each Authorisation held by the Lessee in accordance with sub-clause 7.15(1)(a);
 - (c) 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 Area or any conduct or activity relating to the use of the Leased Area;

- (6) immediately notify the Lessor if the Lessee becomes aware of anything which is a threat to the Leased Area and comply with the Lessor's directions for the purpose of protecting property or persons in the Leased Area; and
- (7) promptly inform the Lessor after becoming aware of any damage to the Leased Area or of the faulty operation of any Services.
- (8) transfer to an alternative water supply for the Lessee's purposes, should such an alternative supply become available to the Lessee during the Term of the Lease.
- (9) 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 Leased Area or the use of the Leased Area or which impose any duty or obligation upon the owner or occupier of the Leased Area.

8.2 **Water Access**

The Lessee may terminate this Lease by giving the Lessor 30 days' written notice,

If:

- (1) the Lessee is unable to obtain sufficient water from the dam to enable the proper and efficient irrigation of the Leased Area;
- (2) the Lessee is obliged to demolish the dam; or
- (3) the dam is brought under the provisions of the *Rights in Water and Irrigation Act 1914* or any other law and as a result the Lessee is materially disadvantaged.

8.3 **Boundary Fence**

If the Lessor requires, the Lessee must:

- (1) erect and maintain a fence around the boundary of the Leased Area. The Lessee must ensure that the fence:
 - (i) is a "sufficient fence" within the meaning of the *Dividing Fences Act 1961*;
 - (ii) is adequate to keep unauthorised persons and animals out of the Leased Area; and
 - (iii) includes gates on or in respect to such fence; and
- (2) the Lessee must at all times keep such fence and gates in good and substantial order, repair and condition.

8.4 **Restrictions**

In connection with the Leased Area, 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 Leased Area 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 Leased Area; or

- ii any tortious, civil or actionable wrong by or on behalf of the Lessee or any officer, employee, agent, contractor or their sub-contractor, or Licensee or invitee of the Lessee; or
 - iii the conduct of the Lessee or any of its employees, agents, contractors or their sub-contractors in relation to the activities the subject of the Lease, but only to the extent that the relevant risk, hazard or danger (which caused or gave rise to, or related to, any such loss, claim, lawsuit, proceedings, cause of action, damage, liability, costs, expenses, demands, or the like) was or should have been known by the Lessee taking into account all relevant factors including, to the extent such matters are relevant, the location, nature and physical characteristics of the area the subject of the Lease.
- (3) The release in sub-clause 9.1(1) and indemnity in sub-clause 9.1(2) above will not apply to the extent that any claims, actions, demands, suits, proceedings, damages, liabilities, losses or costs made or brought against, suffered or incurred by the State are caused or contributed to by the State's own negligence, act, default or omission.
- (4) The Lessee agrees that the Lessee's public liability insurer is aware of the conditions that apply to this Lease and the indemnity granted above and that the Lessee's public liability policy covers the activities that are specified in this Lease.

9.2 ***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 Leased Area; and
- (2) insurance for the Lessee's Property and any insurance required by law as a result of the Lessee's use of the Leased Area.

9.3 ***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.

9.4 ***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;
- (2) when reasonably requested by the Lessor, provide evidence of currency for each insurance policy certified by the insurer;
- (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.

9.5 ***Lessor's Insurance***

Unless the Lessor consents, the Lessee must not:

10.5 *Dealing with The Leased Area*

The Lessor reserves the right to deal with the Leased Area 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 Leased Area 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 Leased Area, the right to draw water or the right to excavate and remove rocks, earth, soil or other materials from the Leased Area. 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 sub-let the Leased Area.

11.2 *Requirements for Consent*

The Lessee may assign this Lease or sub-let the Leased Area if the Lessor consents and if the Lessee:

- (1) complies with the next clause; and
- (2) supplies to the Lessor evidence acceptable to the Lessor that the proposed assignee or sub-lessee are able and qualified to use the Leased Area 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 sub-lessee 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 sub-lessee in a form prepared or approved by the Lessor's solicitors.

11.3 *Obligations on Assignment or Sub-lease*

If the Lessee assigns this Lease or sub-lets the Leased Area, the Lessee must:

- (1) deliver to the Lessor, before the date that the proposed assignment or sub-lease 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 sub-lessee agrees with the Lessor to be bound by this Lease as from the date the assignment or sub-lease 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 sub-lessee; and
 - (b) in connection with the preparation, completion and stamping of the assignment or sub-lease documents and any other related documents (including the stamp duty on those documents).

- (1) the Lessee repudiates this Lease; or
- (2) the Lessee abandons the Leased Area; or
- (3) the Lessee ceases to use the Leased Area for the Permitted Use other than for a temporary period;
- (4) or 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
- (7) the Lessee defaults under the Permit.

Except for the notice given under sub-clause (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 Leased Area.

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 Leased Area or to the state of repair or condition of the Leased Area,

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 Leased Area; or
- (4) there is a surrender of this Lease by law.

14.4 *Damage Caused by Moving Out*

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

14.5 *Reinstatement*

If the Lessee has made any improvements or alterations to the Leased Area or carried out any work on the Leased Area or done anything else to change the Leased Area, if the Lessor requires, the Lessee must reinstate the Leased Area before the end of the Term so that the Leased Area 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 Leased Area 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 Leased Area; and
- (2) negotiating, preparing and signing of this Lease and any document assigning, varying or surrendering this Lease; and
- (3) any proposed or actual assignment or sub-letting by the Lessee including the engagement by the Lessor of any agent or consultant in connection with the proposed or actual assignment or sub-letting; and
- (4) enforcing any right under this Lease including giving a notice of default under section 81 of the *Property Law Act 1969*; and
- (5) any default by the Lessee which causes loss to the Lessor; and
- (6) 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.

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

16.6 *Transfer of Land Act 1893*

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.

16.7 *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) the Lessee's attorney for the purpose of:

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

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

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.
- (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:

Environmental Law means all planning, environmental, Contamination or Pollution Statutes and any regulations, orders, directions, ordinances or all requirements, permissions, 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.

Event of Default means the occurrence of any of the events referred to in clause 13.6.

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 an order or an order is made that the Lessee is 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.

Leased Area means the area of land described in item 3 of the Schedule and includes all buildings and other improvements on that area of land unless this Lease provides that ownership of any buildings or improvements constructed by the Lessee on the Leased Area remains in or vests in the Lessee.

Lessee means the person or persons named in item 2 of the Schedule and includes the Lessee's successors and an assignee, a sub-lessee or any other person having a right to possess, use or occupy the Leased Area.

Lessee's Property means any buildings, fences, plant or equipment or other property which the Lessee constructs on or brings in to the Leased Area.

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.

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

Permit means the permit attached to this Lease under Special Provisions.

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

Pollution means anything that is pollution within the meaning of that term as defined in the *Environmental Protection Act 1986* that is not authorised under any Statute.

- (14) a reference to the Term in relation to any obligation of the Lessee is to be taken as including a reference to any period during which the Lessee occupies or uses the Leased Area with the Lessor's consent.

20.3 **Schedule**

All the provisions in the Schedule at the front of this Lease are incorporated in and form part of this Lease.

20.4 **This Lease**

A reference to this Lease includes:

- (1) everything forming part of this document; and
- (2) any agreed changes to this document which are recorded in a separate document.

Executed by the parties as a Deed on the 15th day of April in the year 2020.

The Lessor:

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

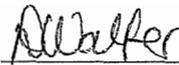


Executive Director Parks and Visitor Services
CEO Delegate

in the presence of:

Witness:

Signature



Name (Please print)

Dannielle Walter

Occupation (Please print)

Public Servant

Address (Please print)

17 Dick Perry Avenue Kensington

The Lessee:

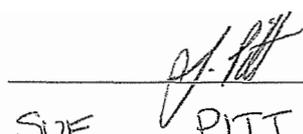
Signed on behalf of SAND BOX HOLDINGS PTY LTD)
)
)



in the presence of:

Witness:

Signature



Name (Please print)

SUE PITT

Occupation (Please print)

ADMIN OFFICER

Address (Please print)

23 INVERNESS DRIVE
MEADOW SPRINGS WA 6210