

ORIGINAL

FORM LAA-1022

TENURE CODE: N/A

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

LEASE OF CROWN LAND (L)

DESCRIPTION OF LAND (NOTE 1)

Lot 501 on Deposited Plan 417135

EXTENT

Whole

VOLUME

0000

FOLIO

000

ENCUMBRANCES (NOTE 2)

Nil

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 Planning, Lands and Heritage Level 2, 140 William Street PERTH WA 6000

LESSEE/S (NOTE 4)

City of Joondalup of PO BOX 21 JOONDALUP WA 6919

TERM OF LEASE (NOTE 5)

10 Years

0 Months

0 Days

Commencing from the 1st Day of July, 2020

With an option for a further term of 10 + 10 + 12 years.

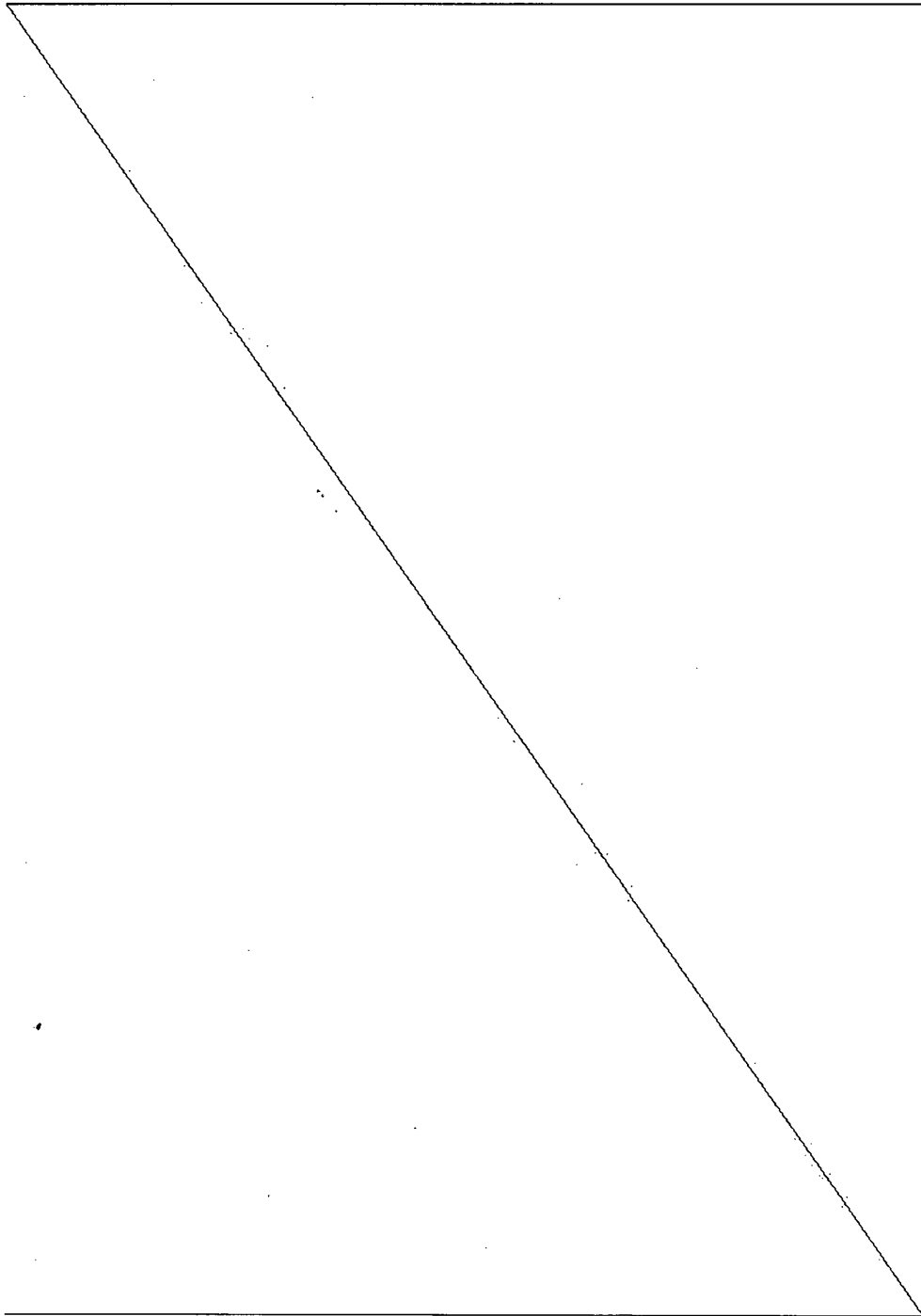
THE LESSOR LEASES TO THE LESSEE the land above described subject to the encumbrances shown hereon (note 6)

for the above term for the clear yearly rental of (Note 7) Ten thousand dollars (\$10,000.00)

payable (Note 8) six monthly in advance

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

14/11/2020



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PARTIES

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

RECITALS

- A. 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 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 on 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:

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.

Authority means:

- (a) any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal or agency;
- (b) Local Government; and
- (c) any statutory body corporate established by statute for a specific purpose.

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

Coastal Erosion means the erosion or accretion of any part of Reserve 47831 into the ocean which results in the High Water Mark being within the Leased Premises.

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

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*.

Development means the development proposed by the Lessee for the Permitted Use in accordance with the approved Development Plan and all Authorisations.

Department means the Department of Lands or such other department of the State which from time to time is assisting the Minister responsible for the administration of the LAA.

Development Plan means the development plan for the Development that includes all plans, drawings, specifications and details for the Development pursuant to clause 17.

Development Works means the construction of all the Improvements in and to the Leased Premises for the Permitted Use, in accordance with the Development Plan and all necessary Authorisations.

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

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

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

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

Further Term means the further term or terms specified in item 8 of the Schedule.

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.

High Water Mark has the meaning given to the term **high water mark** in section 3(1) of the LAA.

Improvements means any building, facility or structure on the Leased Premises at the Commencement Date, if any, or constructed after the Commencement Date, including buildings, structures, facilities, fixtures and fittings constructed as part of the Development.

Insurance Policies means each of the policies of insurance required to be taken out by the Lessee under clause 7.

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.

Lessee's Agent means:

- (a) any sublessee, employee, agent, contractor, invitee and licensee of the Lessee; and
- (b) any person on the Leased Premises by the authority of a person specified in paragraph (a).

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.

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 4 of the Schedule.

Planning Condition means any condition imposed by the WAPC or any Authorisation in relation to the development of the Leased Premises including the Development Works under any Authorisation, whether any such condition is imposed as a condition precedent or condition subsequent.

Pollution means anything that is pollution within the meaning of that term as defined in the EPA that is not authorised under any Law.

Relevant Land means the Leased Premises and Surrounding Area.

Rent means the rent determined in accordance with clause 3 as varied from time to time under this Lease.

Rent Payment Date means the first day of January and the first day of July of every year during the Term or such other date or dates as the Minister may specify.

Rent Review Date means each date specified in item 3 of the Schedule.

Reserve 39497 means the land within Reserve 39497 more particularly described as Lot 15329 on Plan 42264 (being the whole of the land described in Crown land title volume 3135 folio 390) and Lot 10789 on Diagram 67314 (being the whole of the land described in Crown land title volume 3145 folio 793).

Reserve 47831 means the land comprised within Reserve 47831 more particularly

described as Lot 300 on Plan 40340 being the whole of the land described in Crown land title volume 3131 folio 185); Lot 15444 on Plan 40340 being the whole of the land described in Crown land title volume 3133 folio 569); Lot 15445 on Plan 40340 being the whole of the land described in Crown land title volume 3133 folio 570); Lot 15446 on Plan 40340 being the whole of the land described in Crown land title volume 3133 folio 571); Lot 15447 on Plan 40340 being the whole of the land described in Crown land title volume 3133 folio 572); Lot 301 on Plan 48930 being the whole of the land described in Crown land title volume 3137 folio 226); Lot 1000 on Plan 73080 (being the whole of the land described in Crown land title volume 3164 folio 401).

Schedule means the schedule to this Lease.

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 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 further term or any other period during which the Lessee has possession of the Leased Premises.

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*.

Town Planning Scheme means the town planning scheme of the Local Government as amended or replaced from time to time or any other relevant planning policy under the *Planning and Development Act 2005* applying from time to time to the area in which the Leased Premises is situated.

Valuer General means the Valuer General as referred to in the *Valuation of Land Act 1978*.

WAPC means the means the Western Australian Planning Commission established under section 7 of the *Planning and Development Act 2005* (WA).

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 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 Minister, such approval or consent will not be effective unless it is given in writing and may be given or withheld by the Minister in the Minister's absolute discretion and may be given subject to such conditions as the Minister 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. RENT

3.1 PAYMENT OF RENT

- (a) The Rent payable by the Lessee to the Lessor until the first Rent Review Date is the amount specified in item 1 of the Schedule, which is an amount which is 25% of the unimproved market rent for the Leased Premises determined by the Minister in consultation with the Valuer General.
- (b) The Lessor will waive the Rent for the first FIFTEEN (15) years from the Commencement Date.
- (c) The Lessee must pay to the Lessor the Rent:
 - (i) by an initial payment payable FIFTEEN (15) years from the Commencement Date, and then by consecutive half yearly payments in advance on each Rent Payment Date, each payment being one-half of the Rent (excluding the first payment of Rent immediately after the initial payment, which must be proportionate if necessary) provided that, if item 2 of the Schedule specifies any other rent payment date(s) and corresponding amounts of Rent instalments, the Rent must be paid in such instalments on such date(s);
 - (ii) the Rent 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 5 of the Schedule;
 - (iii) without deduction or abatement; and
 - (iv) without demand from the Lessor.

3.2 REVIEW OF RENT

- (a) The Rent will be varied on each Rent Review Date in accordance with subclause (b) below. The Rent payable by the Lessee to the Lessor following such a review will be an amount which is 25% of the market rent reviewed in accordance with subclause (b).
- (b) For the purpose of that determination as referred to in subclause (a), the market rent shall be taken to be the rent obtainable at the time of the Rent Review Date in a free and open market as if, all the relevant factors, matters or variables used in proper land valuation practice having been taken into account, the Leased Premises were unimproved and unoccupied, and to let on similar terms to those contained in this Lease (excluding the discounted market rent provisions), determined by the Minister in consultation with the Valuer General.
- (c) Until the Lessee is notified of the rent as varied, the Lessee must pay the Rent in effect prior to the variation.
- (d) When so notified, the Lessee must pay the rent as varied and must also pay the amount of any consequential adjustment from the Rent Review Date until the date of such notification.

4. OTHER PAYMENTS BY LESSEE

4.1 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, outgoing, 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.

4.2 PAYMENT OF SERVICE CHARGES SEPARATELY METERED

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

4.3 OVERLAP AND DAILY ACCRUAL

The rates, taxes, other charges and service charges referred to in clauses 4.1 and 4.2 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.

4.4 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 12.
- (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.

4.5 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.

5. LESSEE'S GENERAL OBLIGATIONS

5.1 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 does not create a common law or statutory liability.
- (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) The Lessee must put the Leased Premises to use for the Permitted Use from the Commencement Date and continue to do so and use the Leased Premises in accordance with the terms of this Lease and otherwise in a good and workmanlike manner and in accordance with sound business practice.
- (d) Subject to clause 17, the Lessee must not make any alterations or additions to the Leased Premises without the Lessor's prior written consent.

5.2 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.
- (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.

5.3 NUISANCE

Except for the Permitted Use in clause 5.1, the Lessee must not carry on or permit to be carried on, on the Leased Premises:

- (a) any noxious noisome or offensive activity, trade, business or calling;
- (b) anything which may be a nuisance, an annoyance or objectionable;
- (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.

5.4 KEEP CLEAN AND IN GOOD REPAIR

- (a) The Lessee must at the Lessee's expense:
- (i) keep and maintain the Leased Premises and all Improvements including without limitation any machinery, plant, equipment, fixtures and fittings in or on the Leased Premises, in good and safe repair and condition;
 - (ii) keep and maintain the Leased Premises clean and tidy;
 - (iii) make good any damage caused to the Leased Premises and all Improvements howsoever caused; and
 - (iv) shall upon expiry or earlier termination of this Lease yield up the Leased Premises and Improvements to the Lessor in a state of good and safe repair,
- to the reasonable satisfaction of the Lessor.
- (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, including the rectification of any latent or inherent defects;
 - (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.

5.5 DEALINGS WITH ANY INTEREST IN THIS LEASE OR THE LEASED PREMISES TO BE APPROVED BY THE MINISTER

- (a) It is agreed by the parties that section 18 of the LAA applies to this Lease and, without limiting the generality of that section, the Lessee must not, without the prior written consent of the Minister:
- (i) 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.
- (b) Any consent given by the Minister under subclause (a) may be subject to such terms and conditions as the Minister in his absolute discretion may impose.
- (c) For the purposes of subclause (a)(iii) where the Lessee is a corporation (not

being a corporation whose shares are listed on any stock exchange in Australia or in any other place proposed by the Lessee and agreed to in writing by the Minister), any change in the identity of the owner of more than 50% of the voting rights in the Lessee, or in a corporation which is the owner of more than 50% of the voting rights in the Lessee or which has effective control of the Lessee, shall be deemed to be an assignment or disposition of or dealing with the Lessee's estate or interest in the Leased Premises or of its rights or powers under this Lease.

- (d) Where any change referred to in subclause (c) occurs without the prior written consent of the Minister, the Lessee shall be deemed to have committed a breach of this Lease at the time of the change.
- (e) Without limiting subclause (a), the Lessee must not agree to or permit any encroachment or easement into, upon, over or against the Leased Premises or any part of the Leased Premises without the prior written approval of the Minister.
- (f) The Lessee agrees that the Minister may, before giving approval under section 18 of the LAA, in writing require:
 - (i) such information concerning the transaction for which approval is sought as the Minister specifies; and
 - (ii) information furnished in compliance with subclause (f)(i) to be verified by statutory declaration.
- (g) The provisions of sections 80 and 82 of the *Property Law Act 1969* are hereby excluded.

5.6 DEALINGS WITH LEASED PREMISES

Subject to clause 5.5, the Lessee agrees that the Lessee will not dispose of, deal with or assign its estate or interest in the Leased Premises or its rights or powers as Lessee under this Lease, unless the Lessee has secured from the assignee a deed of covenant with the Lessor in a form satisfactory to the Lessor to observe and perform the terms and conditions of this Lease, as if such person was a party to and had executed this Lease.

5.7 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 as may be necessary to construct or undertake any improvement or alteration authorised by or under this Lease, provided that any such removal digging up or excavation is undertaken in accordance with the requirements of that authority.

5.8 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.

5.9 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.

6. LESSEE'S ENVIRONMENTAL OBLIGATIONS

- (a) The Lessee:
- (i) must obtain any Authorisation required for any conduct, activity or use undertaken by the Lessee on the 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;
 - (ii) 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)(i);
 - (iii) must not do or omit to do any act which might directly or indirectly result in the revocation, suspension or modification of an Authorisation in relation to the Leased Premises or any conduct or activity relating to the use of the Leased Premises;
 - (iv) must not cause or permit any Contamination, Pollution or Environmental Harm to the Relevant Land;
 - (v) 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; or
 - (D) the making of a complaint to any person, including but not limited to, the Lessee or the commencement of proceedings against the Lessee relating to an alleged failure by the Lessee to observe or perform an obligation under an Environmental Law or Authorisation; and
 - (vi) must, at the Lessee's cost, comply with every Environmental Notice issued in respect of, arising from or relating to, the Lessee's use of the 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.

7. INDEMNITIES, RELEASE AND INSURANCE

7.1 DEFINITIONS

For the purposes of clause 7.3, clause 7.4 and clause 7.5, the term **Lessor** includes the Crown, the Minister and the agents, servants, employees and contractors of the Lessor, the Crown and the Minister.

7.2 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.

7.3 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 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) the effects of Coastal Erosion (which includes storm events);
 - (vi) any work carried out by or on behalf of the Lessee under this Lease;
 - (vii) the Lessee's activities, operations, business or other use of any kind under this Lease;
 - (viii) 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;
 - (ix) 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
 - (x) any negligent or other tortious act or omission of the Lessee.
- (b) The Lessee indemnifies and must keep indemnified the Lessor from and against

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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.

7.4 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 (including Coastal Erosion);
 - (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;
- (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.

7.5 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:
 - (i) a public risk insurance policy in respect of the Leased Premises in the amount specified in item 7 of the Schedule for any one claim (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:
 - (A) those in respect of:
 - (1) any injury of, or illness to, or death of, any person;

- (2) any loss, damage or destruction to any property including to the property of the Lessor;
 - (3) the loss of use of any property, including the property of the Lessor; and
 - (4) any claims, risks and events covered under the indemnities provided by the Lessee to the Lessor under this Lease; and
- (B) liability arising out of any Contamination, Pollution or Environmental Harm to the Relevant Land;
- (ii) a policy of insurance for each Improvement insured to its full insurable value on a replacement or reinstatement basis against loss or damage by fire, flood, storm, tempest, rainwater, cyclones, explosion, smoke, lightning and such other risks against which in the Lessor's opinion a lessee may and does ordinarily insure, to their full replacement value.
- (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 expend any moneys received in respect of a claim made under the

Insurance Policies referred to in subclause (a)(ii) and, if appropriate, subclause (b)(i) in reinstating or replacing the damaged or destroyed property in respect of which the claim was made;

- (v) 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;
- (vi) to ensure that all premiums in respect of the Insurance Policies and renewals of Insurance Policies are paid punctually;
- (vii) 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
- (viii) 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.

8. QUIET ENJOYMENT

If the Lessee pays the Rent, rates and taxes and other charges referred to in clause 4 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.

9. DEFAULT

9.1 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 3.1 (Payment of Rent);
 - (ii) Clause 4 (Other Payments by Lessee);
 - (iii) Clause 5.1 (Permitted Use);
 - (iv) Clause 5.2 (Compliance with Law);
 - (v) Clause 5.3 (Nuisance);
 - (vi) Clause 5.4 (Keep Clean and in Good Repair);
 - (vii) Clause 5.5 (Dealings with Interest in Lease or Leased Premises);
 - (viii) Clause 5.6 (Dealings with Leased Premises);
 - (ix) Clause 6 (Lessee's Environmental Obligations);
 - (x) Clause 7 (Indemnity, Release and Insurance);
 - (xi) Clause 14 (Goods and Services Tax);

- (xii) Clause 15 and each additional provision incorporated by clause 15; and
- (xiii) Clause 17.1 and Clause 17.2 (Development and Development Plan).
- (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.

9.2 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) 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), 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) 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) and (v) either by the Lessor giving notice to the Lessee or by the Lessor re-entering the Leased Premises without notice.

9.3 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) 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 a surrender by operation of law.

10. RIGHTS AND OBLIGATIONS AT TERMINATION OF LEASE

10.1 YIELDING UP

- (a) On the expiration or earlier determination of this Lease, the Lessee must, to the reasonable satisfaction of the Lessor:
 - (i) surrender peaceably and yield up the Leased Premises to the Lessor:
 - (A) clean;
 - (B) free from rubbish; and
 - (C) in a state of good repair and condition;
 - (ii) 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;
 - (iii) remove any fixtures, fittings or any other property on the Leased Premises as may be required by the Lessor;
 - (iv) promptly make good any damage caused by the removal in subclause (a) (iii); and
 - (v) promptly make good and rehabilitate the Leased Premises and 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.

10.2 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.

11. LESSOR'S RIGHTS

11.1 RIGHT TO ENTER

- (a) The Lessor or any person authorised by the Lessor 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 the state and condition of the Leased Premises and the Improvements;
 - (ii) 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;
 - (iii) to remove any harmful substance or carry out any maintenance or repairs to the Leased Premises; or
 - (iv) to comply with the requirements of any Governmental Agency.
- (b) The Lessor 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) if the Lessor is of the opinion those works are of an emergency nature.

11.2 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.

11.3 RECOVER COSTS FROM LESSEE

If the Lessor carries out any works under clause 11.1 which it is the Lessee's obligation to do under this Lease or remedies a default under clause 11.2, 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.

12. NOTICES

12.1 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.

12.2 SERVICE OF NOTICES ON LESSOR OR MINISTER

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

- (a) by delivering the document to the offices of the Department personally at the address set out at item 6 of the Schedule or at such other address previously 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 Department, as set out in item 6 of the Schedule or to such other address or facsimile number previously notified to the Lessee by the Lessor or the Minister.

12.3 REQUIREMENTS OF NOTICES SERVED ON THE LESSOR OR MINISTER

A notice or other document to be served on the Lessor 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.

13. GENERAL PROVISIONS

13.1 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.

13.2 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 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),
 - (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.

13.3 CONTAMINATION, POLLUTION OR ENVIRONMENTAL HARM

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

13.4 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), 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) by one month's notification to the other, expiring at any time.

13.5 FURTHER TERM

- (a) If:
 - (i) the Lessee wishes to take a renewed Lease of the Leased Premises for the Further Term from the expiry of the Term (the **Termination Date**); and
 - (ii) at least three months before, but not earlier than six months before the end of the Term gives to the Minister written notice of the Lessee's wish (the **Lessee's Notice**),

then the Minister is to lease the Leased Premises to the Lessee who takes the Leased Premises for the Further Term from the Termination Date at the appropriate Rent from time to time and for the time being reserved by this Lease, payable at the time and in the manner stated in this Lease and reviewable at the time and in the manner stated in this Lease and subject in all other respects to the same terms, covenants, conditions, agreements, provisions, stipulations and obligations as are contained in this Lease, except this clause for renewal.

- (b) If the Lessee gives the Lessee's Notice to the Minister, the Minister is entitled to refuse to grant a lease for the Further Term if at any time:
 - (i) the Lessee has failed to pay the Rent or any other monies payable to the Minister under this Lease on the due date for payment; or
 - (ii) the Lessee has been in breach of any other provision or covenant in this Lease and the Minister has served written notice on the Lessee requiring the Lessee to comply with the covenants or provisions of this Lease; or
 - (iii) the Lessee, at the date of service of the Lessee's Notice, is in default under any provision or covenant in respect of which the Minister has

served written notice on the Lessee requiring compliance.

13.6 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.

13.7 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.

13.8 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.

13.9 VARIATION

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

13.10 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.

13.11 TRUST PROVISION

The Lessee warrants that it does not enter into this Lease as trustee and covenants that it will not, without the prior written consent of the Lessor hold the Lessee's interest in this Lease on trust for any person or other entity.

14. GOODS AND SERVICES TAX

14.1 RENT EXCLUSIVE OF GST

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

14.2 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.

14.3 VARIATION OF GST

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

14.4 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.

14.5 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.

14.6 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.

14.7 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.

14.8 OTHER SUPPLIES

If there is a supply by any party, which is a Taxable Supply and is not covered by clause 14.2, 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 14.2; and

R is the rate of GST applicable to the supply.

15. LIQUOR LICENCE

- (a) The provisions set out below apply if the Lessee or a Lessee's Agent wishes to permit the sale of liquor to any person in or upon the Leased Premises.
- (b) The Lessee must, or must ensure that the Lessee's Agent, as the case requires:
 - (i) apply for and keep in force at all times all licences and permits ("Liquor Licence") required under the Liquor Control Act 1988 (the "Act") or otherwise required for the sale of liquor in or upon the Leased Premises prior to any such sale of liquor in or upon the Leased Premises;
 - (ii) punctually pay and discharge all licence fees payable in respect of a

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Liquor Licence or its renewal or transfer;

- (iii) punctually comply with all conditions of the Liquor Licence, the requirements of the Act and the requirements of the Licensing Authority (as defined in the Act);
- (iv) whenever required by the Lessor, produce to the Lessor or a person authorised by the Lessor, a copy of the Liquor Licence;
- (v) whenever required by the Lessor, produce to the Lessor or a person authorised by the Lessor, a complete and exact copy of each record and return and any amendment thereto delivered to the Licensing Authority (as defined in the Act) and will permit the Lessor or the a person authorised by the Lessor to take copies of any such records or returns;
- (vi) promptly, and in any case with 7 days of receipt of any notice or other document from any person issued under the Act or relating to the Leased Premises, the Lessee, the occupiers of the Leased Premises or the business carried on from the Leased Premises, deliver or cause to be delivered a copy of the notice or document to the Lessor.

16. TERMINATION IN EVENT OF COASTAL EROSION

- (a) If during the Term:
 - (i) the Leased Premises and the Improvements are subject to Coastal Erosion or are at risk of Coastal Erosion; or
 - (ii) the Leased Premises are partially destroyed or damaged, so as to be unfit for occupation or use and
 - (iii) cannot be reinstated by the Lessee so as to make it fit for occupation and use,this Lease may be terminated by either party by giving the other party 30 days' notice.
- (b) determination of the Term in accordance with sub clause (a) shall be without prejudice to any right of action of the Lessor in respect of any antecedent breach by the Lessee of any of the Lessee's covenants or obligations under this Lease.
- (c) No compensation or money is payable to, or recoverable by, the Lessee from the Lessor for the termination of this Lease and the rights granted under it to the Lessee under this clause.

17. DEVELOPMENT OF LEASED PREMISES

17.1 GENERAL DEVELOPMENT REQUIREMENTS

- (a) The Lessee has agreed to develop the Leased Premises in accordance with the approved Development Plan.
- (b) The Lessee must complete the Development within 3 years of the Commencement Date.
- (c) If the Lessee is unable within nine (9) months after the Lessee submits the Development Plan to the Minister in accordance with clause 17.2(a) to:

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- (i) obtain the Minister's approval to that plan on terms acceptable to the Lessee; and
- (ii) to obtain all Authorisations for the Development on terms acceptable to the Lessee,

the Lessee may at any time after the end of that 9 month period, but before all Authorisations are obtained, in the Lessee's absolute discretion terminate this Lease by giving written notice to the Lessor and, save for the provisions of clauses 13.10 neither party will have any further obligation to the other under this Lease.

17.2 Development Plan

- (a) As soon as practicable after the Commencement Date but in any event within 9 months of the Commencement Date, the Lessee must submit to the Minister for approval a Development Plan which, among other things:
 - (i) details the plans and specifications for the Development;
 - (ii) details the location of legal access from the Leased Premises to a dedicated road;
 - (iii) covers how the Development will comply with the Town Planning Scheme and Planning Conditions; and
 - (iv) includes a timetable for commencement and completion of the Development in accordance with the provisions set out in clause 17.2(b), (Development Plan).
- (b) The timetable for the Development to include the following:
 - (i) within 24 months of the Commencement Date prior to the commencement of Development Works obtain any Authorisations required;
 - (ii) within 36 months of the Commencement Date complete the Development Works.

18. COASTAL MANAGEMENT TO BE PROVIDED BY LESSEE

The Lessee acknowledges and agrees that, as the management body of Reserve 47831, it is responsible for any coastal hazard mitigation strategies which may include taking measures to reduce Coastal Erosion.

19. MANAGEMENT BODY TO REMAIN LESSEE

Without limiting clause 5.5, if the Lessee is seeking to grant a sublease, the Lessee must:

- (a) request that, in addition to the Minister's approval required under clause 5.5, the Minister approves or grants to the sublessee an easement or a licence over a defined area of Reserve 39497 for the purpose of access to the land that is the subject of the sublease; and
- (b) provide the Minister all necessary surveys (if required) to delineate the area the subject of the proposed licence or easement described in subclause (a).

SCHEDULE

ITEM	TERM	DEFINITION
1.	Rent	\$10,000 a year, until varied in accordance with the terms of this Lease.
1A	GST on Rent (if applicable)	\$1,000 a year, until varied consequently to a review of rent.
2.	(a) Rent payment date(s):	As defined in clause 1.1
	(b) Rent Instalments:	As defined in clause 3.1(c)
3.	Rent Review Dates:	On every Fifth (5 th) anniversary of the Commencement Date
4.	Permitted Use	The construction and operation of a kiosk, café, restaurant, bar and function centre.
5.	Address for payment of Rent	Department of Planning, Lands and Heritage Locked Bag 2506 Perth WA 6001
6.	Address for service of notice on Lessor or Minister	Attention: Manager, Accounting Services Department of Planning, Lands and Heritage 140 William Street PERTH WA 6000 Attention: Case Manager, Metropolitan and Peel Telephone: (08) 6552 4400 Fax: (08) 6552 4417
7.	Insurance	\$ 20,000,000
8.	Further Term	If notice is given in accordance with clause 13.5 of this Lease, the following are the further terms: (a) a further 10 years commencing from the expiration of the first term; (b) a further 10 years commencing from the expiration of the term referred to in paragraph (a) above; and (c) a further 12 years commencing from the expiration of the term referred to in paragraph (b) above.

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ATTESTATION SHEET


Dated this 3rd day of August in the year 2020

LESSOR/S SIGN HERE (NOTE 9)

Signed

Signed for the STATE OF WESTERN AUSTRALIA
For and on behalf of the MINISTER FOR LANDS by
Sandra Sauzier
Sandra Sauzier
(Print full name)
Position: 16- Assistant Manager
Department of Planning, Lands and Heritage
Pursuant to a delegation of the Minister for Lands' powers
under section 9 of the Land Administration Act 1997
in the presence of:
Lily Sutomo
(Signature of witness)
Lily Sutomo
(Print full name)
Position: Senior State Land Officer
Department of Planning, Lands and Heritage

LESSEE/S SIGN HERE (NOTE 9)

CT 21 32421 ETAC 1900
Dated: 13/8/2020 CT 51135
The Common Seal of the City of Joondalup was affixed by the authority of a resolution of Council in the presence of:
Albert Paul Jacob
Mayor
Albert Paul Jacob

Garry George Hunt
Chief Executive Officer
Garry George Hunt

ORIGINAL

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 the 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 the witness must be stated.

EXAMINED

O463422 L

05 Aug 2020 09:00:13 Perth



LEASE OF CROWN LAND (L)

LODGED BY Department of Planning Lands and Heritage

ADDRESS Metropolitan and Peel - Box 98C

PHONE No.
FAX No.

REFERENCE No. Jennifer But 00223-2020 Ph: (08) 6552 4448 Fax: (08) 6552 4417

ISSUING BOX No.

98C

PREPARED BY Department of Planning Lands and Heritage

ADDRESS Metropolitan and Peel - Box 98C

PHONE No.
FAX No.

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

**DUPLICATE LEASE IS TO
ISSUE TO THE LESSEE**

Duplicate Lease Received Items

2. _____ Nos.
3. _____
4. _____ Receiving Clerk
5. _____
6. _____

[Signature]

132289-007



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.