



Government Gazette

of the State of

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Number 416 - Crown Land

Friday, 25 October 2024

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ROADS ACT 1993

ERRATUM

In the notice published in the *NSW Government Gazette No 407* of 18 October 2024, page/number [NSWGG-2024-407-1], under the heading “Transfer of Crown Road to Council, relating to the entry for File Ref: 24/00753 and W672898, the description should read “Section of Reserve 85090 (Lot 7001 DP 1028627) also being a Crown road by Crown plan 3730-3090” as denoted by yellow colour on the diagram below and comprising of approx. 860m²”

The gazettal date remains 18 October 2024.

The Hon. Stephen Kamper MP
Minister for Lands and Property

**WITHDRAWAL OF LANDS FROM WESTERN LANDS LEASES
CROWN LAND MANAGEMENT ACT 2016**

IT is hereby notified that in pursuance of Clause 52(2) in Schedule 3 of the *Crown Land Management Act 2016*, the land particularised in Column 1 has been withdrawn from the Western Lands Leases identified in Column 2 for the purpose of being dedicated as public road.

The Hon. Stephen Kamper, M.P.
Minister for Lands and Property

Description

Parish: Tararie County: Cairn
Land/Administrative District: Balranald
LGA – Balranald

| <i>Column 1</i> | <i>Column 2</i> | <i>Column 3</i> | <i>Column 4</i> | <i>Column 5</i> |
|---|---|--|---------------------------------------|--|
| <i>Land Withdrawn from Western Lands Lease (Lot/DP)</i> | <i>Western Lands Lease affected by Withdrawal</i> | <i>Folio ID affected by Withdrawal</i> | <i>Area Withdrawn from Lease (ha)</i> | <i>Area of Lease following Withdrawal (ha)</i> |
| 101/1241752 | 2203 | 4893/762139*; 280/761088 | 0.6721 | 727.7 |

Note: * Folio directly affected by land specified in Column 1.

File No.: 17/10366

**DEDICATION OF CROWN LAND AS PUBLIC ROAD
ROADS ACT 1993**

IT is hereby notified that in pursuance of Section 12 of the *Roads Act 1993*, the crown land particularised below is, from the date of publication of this notice, dedicated as public road. The public road hereby dedicated is declared not to be crown road within the meaning of the *Roads Act 1993*. Consequently, pursuant to Sections 7(4), 7(5), and 145(3) of the *Roads Act 1993*, these public roads are vested to **Balranald Shire Council** as the appropriate roads authority.

The Hon. Stephen Kamper, M.P.
Minister for Lands and Property

Description

Parish: Tararie County: Caira
Land/Administrative District: Balranald
LGA – Balranald

| Lot/DP |
|-------------|
| 101/1241752 |

Note: Other parts of DP1241752 were dedicated as public road in Gazette dated 28 May 2021, Notice Reference Number [n2021-1033].

File No.: 17/10366

CROWN LAND MANAGEMENT ACT 2016
NOTICE - CROWN LAND TO BE USED OR OCCUPIED FOR OTHER PURPOSE UNDER S 2.18(2)(b)

Pursuant to section 2.18(2)(b) of the Crown Land Management Act 2016, the Crown land specified in Column 2 of the following Schedule is proposed to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the following Schedule.

The Hon. Stephen Kamper MP
Minister for Lands and Property

| Column 1 | Schedule |
|---|--|
| Access (relevant interest - Licence 644903) | Column 2 Reserve No. 91647 Public Purpose: Future Public Requirements Notified: 7-Dec-1979 File Reference: R91647/PURP002/001 |

| Column 1 | Schedule |
|--|---|
| Dam (relevant interest - Licence 671549) | Column 2 Reserve No. 96309 Public Purpose: Future Public Requirements Notified: 27-Aug-1982 File Reference: R96309/PURP001/001 |

| Column 1 | Schedule |
|---|--|
| Mooring Poles (relevant interest - Licence 643285) Mooring Site (relevant interest - Licence 643285) Pipeline (relevant interest - Licence 643285) Pontoon (relevant interest - Licence 643285) Pump Site (relevant interest - Licence 643285) Retaining Wall (relevant interest - Licence 643285) Steps (relevant interest - Licence 643285) | Column 2 Reserve No. 84334 Public Purpose: Generally Notified: 22-Mar-1963 File Reference: R84334/PURP089/001 |

| Column 1 | Schedule |
|---|---|
| Mooring Poles (relevant interest - Licence 643285) Mooring Site (relevant interest - Licence 643285) Pipeline (relevant interest - Licence 643285) Pontoon (relevant interest - Licence 643285) Pump Site (relevant interest - Licence 643285) Retaining Wall (relevant interest - Licence 643285) Steps (relevant interest - Licence 643285) | Column 2 Reserve No. 1011268 Public Purpose: Future Public Requirements Notified: 3-Feb-2006 File Reference: R1011268/PURP1314/001 |

| Column 1 | Schedule |
|--|---|
| Access (relevant interest - Licence 670820) Storage Area (relevant interest - Licence 670820) | Column 2 Reserve No. 752296 Public Purpose: Future Public Requirements Notified: 29-Jun-2007 File Reference: R752296/PURP001/001 |

GRANTING OF WESTERN LANDS LEASES CROWN LAND MANAGEMENT ACT 2016

It is hereby notified that in pursuance of Section 5.16(2) of the *Crown Land Management Act 2016*, the conditions and preamble set out below attach to any perpetual Western Lands Lease granted under those same provisions for the purpose of “Urban (Business)” over specified lands located at White Cliffs known as Dugouts.

The Hon. Stephen Kamper, MP
Minister for Lands and Property

File Ref: DOC24/293597

Preamble

The Land on which this Lease is being granted is Barkandji land. Barkandji and Malyangapa People, and their ancestors for millennia before them, have looked after and maintained their lands and waters. Barkandji and Malyangapa People’s ongoing laws and customs have been recognised by the Federal Court of Australia which has determined that they hold native title rights and interests in the Land subject to this Lease.

AUTHORITY FOR GRANT OF LEASE

The Holder acknowledges that:

- (a) the Land is Crown land within the meaning of the *Crown Land Management Act 2016* (NSW) (**Act**);
- (b) The State of New South Wales is recorded as registered proprietor of the Land by virtue of the provisions of section 13D of the *Real Property Act 1900* (NSW);
- (c) the Minister is authorised by section 5.16(2) of the Act to grant a lease of Crown land on behalf of the Crown;
- (d) the Minister has executed this Lease on behalf of the State of New South Wales as authorised by section 13L of the *Real Property Act 1900* (NSW);
- (e) this Lease is a “holding” for the purposes of the Act, and the provisions of the Act relating to holdings apply to this Lease subject to clause 1.8;
- (f) the Holder is a “holder” for the purposes of the Act, and the provisions of the Act relating to holders apply to the holder.

1. RISK WARNING

The Holder acknowledges that:

- (a) The Premises was constructed by persons unknown to the Minister and the Landlord on an unknown date prior to there being any legal requirement for occupants to obtain approval from the Minister or any other NSW Government agency or local government body;
- (b) The Minister does not hold any records of any approval for construction or development of the Premises and is unable to provide any guarantee or warranty as to their structural integrity or safety, or for any hazards or risks associated with the Premises being located underground; and
- (c) If the Holder wishes to proceed with the Lease the Holder will need to arrange any inspection of the Premises before signing this Lease.

2. DEFINITIONS AND INTERPRETATIONS

2.1. Definitions

In this Lease, unless the contrary intention appears:

Address for Service of Notices means:

Landlord

Name: The State of New South Wales ABN 20 770 707 468 as represented by NSW Department of Planning Housing and Infrastructure

Address: PO Box 2155, Dangar NSW 2309

For the attention of: Crown Lands

Email: cl.western.region@crowmland.nsw.gov.au

Holder

Address: as notified in writing by the Holder to the Landlord prior to the Commencing Date in the Application for Perpetual Western Lands Lease at White Cliffs and as updated from time to time.

Email: as notified in writing by the Holder to the Landlord prior to the Commencing Date in the Application for Perpetual Western Lands Lease at White Cliffs and as updated from time to time.

Application for Perpetual Western Lands Lease at White Cliffs means the form titled “Application for Perpetual Western Lands Lease at White Cliffs” completed and signed by the Holder prior to the Commencing Date which includes details of the Holder’s Address for Service of Notices and discloses the Statement of Acknowledgement.

Approvals means all consents, approvals, major project approvals, modifications, registrations, certificates, licences and permits from any

Authority:

- (a) necessary for the development or use of the Premises including the carrying out of any proposed works to any part of the Premises; and
- (b) required for the purpose of this Lease, including any approvals required under Part 4 of the EP&A Act.

Authority means any governmental, statutory, public, local government or other authority or body having jurisdiction over any part of the Land and the Premises or relating to its use.

Barkandji Corporation means Barkandji Native Title Group Aboriginal Corporation RNTBC (ICN 4740).

Base Rent means the rent, exclusive of GST, calculated in accordance with Part 5, Division 4, Clause 53 of the Regulations includes the rent as re-determined from time to time in accordance with the terms of this Lease.

Business Day means a day on which banks are open for general business in New South Wales other than a Saturday, a Sunday or a public holiday.

Claims means all or any claims, demands, remedies, injuries, damages, losses, Costs, claim for compensation, claim for abatement of rent obligations, proceedings, actions, rights of action, liabilities, suits, notices, fines, demands and requirements (including orders).

Commencing Date is the date that this Lease is granted by the Minister by way of gazette to the Holder.

Contamination means the presence in, on or under land (including soil and ground water) of a substance above the concentration at which that substance is normally present in, on or under land in the same locality that presents a risk of harm to human health or any other aspect of the environment.

Contaminants mean any substance or material (whether solid, liquid or gas) which has the potential to cause Contamination.

Control means the capacity (directly or indirectly), whether or not having statutory, legal or equitable force, and whether or not based on statutory legal or equitable rights, to:

- (a) appoint, determine or control the composition of the board of directors of the Holder;
- (b) exercise more than 50% of the votes entitled to be cast at any general meeting of the Holder; or
- (c) hold more than 50% of the issued share capital of the Holder (other than shares issued with no rights other than to receive a specified amount in distribution).

Costs means any cost, charge, expense, outgoing, payment or other expenditure of any nature (whether direct, indirect or consequential and whether accrued or paid).

Crown Land Management Act means the *Crown Land Management Act 2016 (NSW)*.

Dugout means any and all improvements in the subsurface of the Land identified in the Lease Exhibit.

Environmental Notice means any direction, order, demand, licence or other requirement from a relevant Authority in connection with any Environmental Protection Legislation to take any action or refrain from taking any action in respect of the Premises and any adjoining or neighbouring premises, land or waterway.

Environmental Protection Legislation means any statute, regulation, code, proclamation, ministerial directive, ordinance, by-law, development consent, planning policy or subordinate legislation, relating to Contaminants, use of land, natural resource management, human health and safety or protection of the environment while in force during the Term.

EP&A Act means the *Environmental Planning and Assessment Act 1979 (NSW)*.

Financial Year means 1 July to 30 June.

GST means the goods and services tax payable under the GST Legislation and notional GST payable by a State entity under the *Intergovernmental Agreement Implementation (GST) Act 2000 (NSW)*.

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

Hazardous Building Materials means any substance present in building fabric that has the potential to pose risks to human health or the environment including asbestos containing materials, combustible cladding, lead based paint, synthetic mineral fibres and polychlorinated biphenyl.

Hazardous Chemicals has the meaning specified in the Work Health and Safety Legislation.

Holder means the person(s) identified in the first schedule of the folio of the register of the Land and includes the Holder's permitted assigns of this Lease.

Holder's Fixtures means all improvements including any building, structure, fit out, fittings, fixtures, wires, pipes, roads, paving and other infrastructure or property on the Premises constructed, installed or otherwise effected by or for the Holder or the Holder's predecessors and the Holder's Invitees during the Term or which are in or on the Premises

during the Term and are not owned by the Landlord.

Holder's Invitees means:

- (a) the Holder's permitted sub-tenants and licensees;
- (b) the Holder's employees, agents, consultants, contractors, members, clients, customers, visitors; and
- (c) other persons on or in the Premises with or without the Holder's consent.

Improvements means the buildings, structure and other improvements on the Land at the Commencing Date as modified and extended from time to time in accordance with the terms of this Lease but excluding the Holder's Fixtures.

Land means the whole of the land comprised in the folio identifier the subject of the grant of this Lease.

Landlord means the State of New South Wales ABN 20 770 70 468 as represented by the Department of Planning Housing and Infrastructure and its successors and assigns on behalf of the Minister.

Laws means all statutes, ordinances, regulations, subordinate legislation, by-laws industrial awards, Australian Standards, development consents, environmental planning instruments and all orders, directions, codes of practice or requirements of any Authority.

Lease means these terms and conditions, the Lease Exhibit, the execution page and any annexures as varied from time to time.

Lease Exhibit means the lease exhibit executed by the Landlord and the Holder on or about the date of this Lease identifying the Dugout.

Lease Year means each period of 12 months from the Commencing Date.

Loss means any loss, damages, remedies, liabilities, expenses, fines, penalties and costs (including legal costs on a full indemnity basis and associated expenses).

Material Harm to the Environment has the meaning specified in the *Protection of the Environmental Operations Act 1997* (NSW).

Mining Act means the *Mining Act 1992* (NSW).

Minister means the Minister for the time being administering the Crown Land Management Act, and any power, authority, duty or function conferred or imposed upon the Minister by or under those conditions may be exercised or performed either by the Minister or by such officers, employees or agents of the Department of Planning Housing and Infrastructure as the Minister may from time to time approve.

Outgoings means the total of the following amount paid or incurred by the Landlord for a Financial Year in connection with the Premises:

- (a) rates, assessments, levies, charges or other fees (for example, council rates and charges, water rates, electricity, gas, sewerage and drainage, car parking levies, fire services levies and emergency services levies); and
- (b) taxes (including any land tax payable under section 21C of the *Land Tax Management Act 1956* (NSW)).

Permitted Use means the use being “Urban (Business)”.

Pollution has the meaning specified in the *Protection of the Environment (Operations) Act 1997* (NSW).

Pollution Incident means an incident or set of circumstances during, or as a consequence of, which there is or there is likely to be a leak, spill or other escape or deposit of a substance, as a result of which Pollution has occurred, or Contamination has been caused.

Premises means the Land, the Dugout and the Improvements.

Prescribed Rate means the rate prescribed from time to time under the *Uniform Civil Procedure Rules 2005* (NSW) as the rate of interest on judgement debts plus 2%, calculated daily and compounded on the last day of each month.

Property and Stock Agents Legislation means the *Property and Stock Agents Regulation 2022* (NSW) and the *Property and Stock Agents Act 2002* (NSW)

Regulations means the *Crown Land Management Regulation 2018* (NSW).

Remediation has the meaning specified in the *Contaminated Land Management Act 1997* (NSW).

Requirement includes any requirement, notice, order, direction, recommendation, consent, stipulation or similar notification received from or given by any Authority or under any Law, whether in writing or otherwise.

Services means all services or systems of any nature from time to time provided or available for use to the Premises including:

- (a) any electronic medium, energy source, lighting, electricity, gas, fuel, power, water, sewerage, drainage and air-conditioning, heating and cooling, fire protection;
- (b) fittings, fixtures, appliances, plant and equipment utilised for any of the services specified in clause (a) above; and
- (c) any services or systems from time to time utilised for access to the Premises.

Statement of Acknowledgement means the risk warning provided in clause 1 and disclosed and acknowledged by the Holder in the Application for Perpetual Western Lands Lease at White Cliffs.

Term means the term commencing on the Commencing Date and terminating on the Terminating Date.

Terminating Date means the date being the earlier of the date that this Lease is:

- (a) forfeited by the Minister in accordance with Division 7.4 of the Act; or
- (b) surrendered by the Holder.

Work Health and Safety Legislation means *Work Health and Safety Act 2011* (NSW) and *Work Health and Safety Regulation 2017* (NSW).

Works means any alteration, addition or installation in or to the Premises and/or the Holder's Fixtures including building or construction works (other than maintenance or repairs).

2.2. Interpretation

(a) Number, gender and corporation

Words importing the singular number include the plural and vice versa, words importing a person include a corporation and vice versa and each gender includes every other gender.

(b) Jointly and severally

Any provision of this Lease to be performed by two or more persons binds those persons jointly and each of them severally.

(c) Bodies and Associations

References to authorities, institutes, associations and bodies, whether statutory or otherwise, will in the event of any such organisation ceasing to exist, being reconstituted, renamed or replaced or the powers or functions or any such organisation being transferred to any other organisation, be deemed to refer respectively to the organisation established or constituted in lieu of any such organisation.

(d) Statutes and Regulations

Reference to a statute or ordinance includes all regulations under and amendments to that statute or ordinance whether by subsequent statute or otherwise and a statute or ordinance passed in substitution for the statute or ordinance.

(e) **Parties**

A reference to a party includes any administrator, successor or permitted assignee of a party.

(f) **Headings and Parts**

Headings and any marginal notes have been inserted for convenience only and do not in any way limit or govern the construction of the terms of this Lease. Each numbered section is a Part as specified in the Table of Contents.

(g) **Monthly, Yearly and Quarterly**

A reference to month and year means respectively calendar month and calendar year. A reference to a quarter means each consecutive 3-month period commencing on the Commencing Date.

(h) **Entire Agreement**

This Lease and the Statement of Acknowledgement signed by the Holder constitutes the entire agreement of the parties on everything connected with the subject matter of this Lease and supersedes all prior agreements, understandings and negotiations in relation to those matters, other than any prior agreement in relation to confidentiality.

(i) **Business Days**

Where under or pursuant to the Lease the day on or by which any act, matter or thing is to be done is a Saturday, Sunday or public holiday in the city or town in which the Premises is situated, such act, matter or thing may be done on the next succeeding day which is not a Saturday, Sunday or public holiday.

(j) **Include**

The word "include" (in any form) when introducing one or more specific items does not limit the meaning of the general words to those items or to items of a similar kind.

(k) **Rule of Construction**

In the interpretation of this Lease no rule of construction applies to the disadvantage of one party on the basis that that party put forward this Lease.

(l) **Severance**

If a term of this Lease is or becomes wholly or partly void, voidable, or unenforceable the Landlord may sever the offending term without affecting the enforceability or validity of the remainder of

the Lease.

(m) **Defined Terms**

Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

(n) **Notices etc**

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Lease:

- (i) must be in writing;
- (ii) must be addressed:
 - (A) as set out in the Address for Service of Notices (or as otherwise notified by that party to each other party from time to time); or
 - (B) where the Holder is a corporation, at the Holder's registered office or at the Premises;
- (iii) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (iv) must be delivered by hand or posted by prepaid post to the address, or sent by email to the email address, of the addressee, in accordance with clause 2.1(n); and
- (v) is taken to be received by the addressee:
 - (A) (in the case of prepaid post sent to an address in the same country) fifteen Business Days after the date of posting;
 - (B) (in the case of prepaid post sent to an address in another country) twenty Business Days after the date of posting by airmail;
 - (C) (in the case of email) at the time in the place to which it is sent equivalent to the time shown on the email from which it was sent (unless the sender receives an automated message that the email has not been delivered); and
 - (D) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a Business Day or after 5:00pm, it is taken to be received at 9:00 am on the next Business Day.

(o) **Further Assurance**

Each party must do, sign, execute and deliver and must procure that each of its employees, agents and contractors, does, signs, executes and delivers all deeds, documents, instruments and acts reasonably required of it or them by notice from the other party to effectively carry out and give full effect to this Lease and the rights and obligations of the parties under it.

(p) **Lease ends**

A reference to the end of this Lease is a reference to the determination of the Term by default or otherwise. If this Lease ends as a result of a right of forfeiture under a clause in this Lease without default of either party then the obligations of the parties under this Lease will cease on the date of forfeiture except Claims and Losses arising from a prior breach of this Lease which continue and the continuing obligations such as those under clause 18.

(q) **Continuing Obligations**

The obligations of the parties arising prior to the end of this Lease will not merge on the Terminating Date or earlier determination of this Lease until they are fulfilled.

(r) **Holder's Obligations and Payments**

- (i) The Holder must perform the Holder's obligations under this Lease at the Holder's own expense and risk. Where an obligation is imposed on the Holder under this Lease, the Holder must ensure that the Holder and the Holder's Invitees perform the obligation. Where the Holder is prohibited from doing anything under this Lease, the Holder must ensure that the Holder and the Holder's Invitees do not breach the prohibition.
- (ii) An amount to be paid under this Lease is due for payment on the earlier of demand or the date specified in the notice or invoice. Payments must be made to the Landlord or the Landlord's agent as the Landlord may direct including by direct deposit or electronic transfer.

(s) **Implied Covenants**

- (i) The covenants, powers and provisions implied in Leases by virtue of Sections 84, 84A, 85 and 133 of the *Conveyancing Act 1919* (NSW) do not apply to this Lease.
- (ii) The employment in this Lease of words in any of the forms or words contained in the first column of Part 2 of Schedule 4 of the *Conveyancing Act 1919* (NSW) does not imply any covenant under Section 86 of that Act.

- (iii) Any present or future legislation or any implied term (including a duty of good faith or anything similar) which operates to vary the Holder's obligations in connection with this Lease with the result that the Landlord's rights, powers or remedies are adversely affected (including by way of delay or postponement) is excluded, except to the extent that its exclusion is prohibited or rendered ineffective by law.

2.3. **Public Authority**

This Lease or anything done or to be done under this Lease:

- (a) is not to be taken as approval or consent by the Landlord as a regulatory authority; and
- (b) does not in any way inhibit, deter, or prejudice the Landlord in the proper exercise of its functions, duties or powers,

pursuant to or under any legislation including the Crown Land Management Act.

2.4. **Opinion of the Minister or Landlord**

An opinion to be formed by the Landlord or the Minister for the purposes of this Lease may be formed on such grounds and material as the Landlord or the Minister deem to be sufficient.

2.5. **Reservations**

In addition to any other provision in this Lease, the Landlord reserves the following:

- (a) all rights to metals, gems, precious stones, coal, mineral oils and minerals within the meaning of the Mining Act together with all rights necessary for ingress, egress, search, prosecution, and removal and any incidental rights and powers, subject to compliance with the Mining Act (including provisions relating to access and compensation); and
- (b) all rights to timber and forest products as defined in the *Forestry Act 2012* (NSW) together with all necessary rights for ingress, egress and removal together with any incidental rights and powers, except where the use of timber is permitted under this Lease.

2.6. **No right to purchase etc**

The Holder expressly acknowledge that the grant of this Lease does not confer a right to purchase the Land or to the grant of a further lease or to the grant of any licence, unless specifically set out in this Lease.

2.7. **Reviews and inspections**

The Holder acknowledges that:

- (a) a review, inspection or approval of any plans or works by the Landlord under this Lease:
 - (i) is not a review or approval for any other purpose;
 - (ii) is not a warranty that the plans or work comply with any Laws, are fit for their purpose, are current, accurate or otherwise in order; and
- (b) the Holder is responsible for obtaining any additional reviews, inspections or approvals of any plans or works from any relevant Authority or qualified contractor, tradesperson or professional to confirm they comply with any Laws, are fit for their purpose, are current, accurate or otherwise in order.

2.8. **Landlord Execution**

Where the signatory to this Lease is the Minister or a delegate of the Minister, the Holder may not require evidence of the authority to sign, including the appointment of, or delegation to, the Minister or delegate.

2.9. **Electronic Execution, Counterpart and Exchange**

This Lease may be executed in any number of counterparts each counterpart constitutes an original of this Lease all of which together constitute one instrument. For the purposes of electronic execution and exchange of this Lease such execution can take place via DocuSign or AdobeSign whilst witnessed via audio visual link (whether that be through Microsoft Teams, Skype, FaceTime or Zoom or similar). Where execution takes place in this form the Holder and the Landlord agree that such execution is legally binding and enforceable in accordance with the *Electronic Transactions Act 2000* (NSW). A party who has executed a counterpart of this Lease may exchange it with another party by emailing a PDF (portable document format) copy of the executed counterpart to that other party.

3. TERM

3.1. **Term**

The Landlord leases the Premises to the Holder for the Term and the Holder accepts the Lease of the Premises subject to the terms of this Lease.

3.2. **Nature of Tenancy**

The Holder acknowledges and agrees that the Holder:

- (a) must pay all Costs in relation to the Premises and the Landlord has no responsibility or obligation in this regard unless expressly stated in this Lease; and

- (b) takes and is subject to the same responsibilities and liabilities regarding the Premises including in respect of:
 - (i) persons, property, costs and otherwise; and
 - (ii) capital or structural works, repairs and maintenance, (which may only be carried out in accordance with the terms of this Lease),

which the Holder would take and be subject to if the Holder were the owner of the Premises.

- (c) The express provisions of this Lease do not limit the scope of this clause 3.

4. BASE RENT AND RENT REVIEW

4.1. Payment of Base Rent

Upon service of an invoice by the Landlord to the Holder, the Holder must pay to the Landlord (or to the relevant body or person as nominated in writing by the Landlord from time to time and unless the Landlord directs otherwise under Section 12.16 of the Crown Land Management Act) the Base Rent without any deduction, counterclaim or right of set-off at all, by equal annual instalments in advance with the first payment due on the Commencing Date and on the first day of July for each year thereafter during the Term.

4.2. Assessment of Base Rent

The Landlord must assess the Base Rent payable by the Holder for each Financial Year during the Term in accordance with Part 5 Division 4, Clause 54 of the *Crown Land Management Regulation 2018* (NSW).

5. OUTGOINGS, SERVICES AND EXPENSES

5.1. Payment of Outgoings and Services

- (a) The Holder acknowledges that payment of all Outgoings and Services in respect of the Premises is the Holder's sole responsibility, including any late payment fees, interest or penalties.
- (b) The Holder must arrange for all Outgoings and Services to be invoiced directly to the Holder and paid by the due date specified on the invoice.
- (c) The Holder acknowledges that for the purposes of section 21CA of the *Land Tax Management Act 1956* (NSW), this clause constitutes a land tax disclosure statement.

5.2. **Kerbing and guttering etc by roads authorities**

- (a) Where the Landlord is required to pay a contribution under section 217-219 of the *Roads Act 1993 (NSW)* in respect of the Land including:
 - (i) constructing or paving any kerb, gutter or footway along the side of the public road adjacent to the Land;
 - (ii) constructing or repairing any special crossing over a footway in the public road for the traffic of vehicles across the footway to or from the Land; or
 - (iii) any other requirement under 217-219 of the *Roads Act 1993 (NSW)* as updated from time to time,
- (b) then, the Holder must pay to the Landlord the amount of that contribution within 3 months of receipt of written notice from the Landlord requesting payment.
- (c) The Holder must pay to the Landlord the proportional part of the costs of road construction as notified by the Department of Planning Housing and Infrastructure within 3 months of the date of gazettal of the granting.

5.3. **Lease Costs and Cost of Consents and Litigation**

The Holder must pay:

- (a) all registration fees and stamp duty payable on this Lease.
- (b) the Landlord's reasonable Costs (including reasonable legal costs, stamp duty and disbursements) in relation to any assignment, transfer, sublease, breach or default by the Holder or the Holder's Invitees under this Lease, and the exercise of any right, power or remedy of the Landlord under this Lease, in law or in equity.
- (c) the Landlord's reasonable expenses, including reasonable legal costs and disbursements and consultant's charges incurred in relation to:
 - (i) any consent or approval sought by the Holder, whether or not the consent or approval is granted, including a consent to assign the Lease;
 - (ii) any request by the Holder which includes the surrender of this Lease; and
 - (iii) any litigation or dispute resolution procedure involving the Landlord commenced by or against the Holder in which no judgement or order is recorded against the Landlord.

6. GOODS AND SERVICES TAX

6.1. Payments Exclusive of GST

All payments or other consideration paid or payable under this Lease are exclusive of GST unless those payments are exempt from GST.

6.2. Payment of GST

In addition to payment for a supply in connection with this Lease (including the Base Rent and Outgoings) on which GST is paid or payable, the Holder must pay, at the same time and in the same manner, the amount of the GST which is paid or payable in respect of that supply.

6.3. Tax Invoice

The Landlord will provide the Holder with a tax invoice as prescribed in the GST Legislation.

6.4. Late Payment

If the Landlord becomes subject to penalties or interest resulting from late payment of GST because of the Holder's failure to comply with this clause 6, the Holder must pay on demand an additional amount equal to the amount of those penalties and interest.

6.5. Indemnities and Reimbursements

If a party is obliged to make a payment under an indemnity or is required to reimburse a party for a cost (e.g., a party's obligation to pay another party's legal costs) on which that other party must pay GST, the indemnity or reimbursement is for the cost plus all GST (except any GST for which that party can obtain an input tax credit).

6.6. Adjustments

If an adjustment of GST is required as a result of an adjustment event in respect of a supply made under or in connection with this Lease, then:

- (a) a corresponding adjustment of the GST amount payable under this Lease must be made between the parties within 21 days after the end of the tax period in which the adjustment is attributable;
- (b) the supplier, if obligated to do so under the GST Legislation, must issue an adjustment note within 21 days after the end of the tax period in which the adjustment is attributable; and
- (c) where the Landlord is required to pay an amount under clause 6.6(a), the amount will be limited to the amount of the input tax credit or decreasing adjustment (if any) to which the Landlord determines it is entitled for the Landlord's acquisition of the supply to which the payment relates. The amount will be payable within 10 Business Days after the Landlord has received the benefit of the input tax credit or decreasing adjustment.

7. USE OF PREMISES

7.1. Permitted Use

The Holder must only use the Premises for the Permitted Use. The Holder may not use the Premises for any other use. For the avoidance of doubt, the Holder is permitted to reside in the Premises during the Term of the Lease whilst carrying on the Permitted Use including using the Premises for residential purposes.

7.2. No Warranty as to Use

The Landlord does not warrant (either presently or in the future) that the Premises is suitable for or may be used for the Permitted Use or any purpose. The Holder accepts this Lease with the full knowledge of and subject to any prohibitions or restrictions on the use of the Premises from time to time under any Law or Requirement.

7.3. Restrictions on Use

The Holder must not and must not permit the Holder's Invitees to:

- (a) use the Premises for any activity that is dangerous, noxious or illegal or that may become a nuisance for any neighbouring property;
- (b) do anything to contaminate, pollute or increase toxicity in the Premises or the environment; or
- (c) do or permit any person to do any act, matter or thing which results in nuisance, damage or disturbance to owners or occupiers of adjoining or neighbouring lands or building.

8. HOLDER'S OBLIGATIONS

8.1. General Obligations

The Holder must:

- (a) comply and ensure the Holder Invitees comply with:
 - (i) all Laws and all notices, orders and directives from any Authority relating to the use or occupation of the Premises;
 - (ii) obtain the consents or licences needed;
 - (iii) comply with any conditions of consent; and
 - (iv) keep current any Approvals, consents, licences or registrations needed for the Holder's use of the Premises.
- (b) promptly provide to the Landlord a copy of any notice, order or directive from any Authority relating to the Premises the Holder receives if requested by the Landlord.

8.2. **Applications to Authorities**

The Holder must not and must not permit the Holder's Invitees to lodge any application to any Authority in respect of the Premises without first obtaining the Landlord's consent.

8.3. **Title**

- (a) The Holder must at all times observe and perform the restrictions, stipulations, easements (including those granted or permitted pursuant to clause 13.5) and covenants referred to in the folio of the register for the Landlord as if the Holder were the registered proprietor of the Land.
- (b) The Holder acknowledges that the Holder is bound by the terms of any easements and covenants referred to in clause 8.3(a), and any lease, licence, or other right of occupation granted by the Landlord in respect of the Premises, to which this Lease is subject or which is concurrent to this Lease.
- (c) The Holder further acknowledges that the Holder indemnifies and releases the Landlord against, any Claim brought against, or Loss incurred by the Landlord arising from the Holder's or the Holder's Invitees' use or obligations in respect to any easement benefitting or burdening the Premises.

8.4. **Securing of the Premises**

The Holder is responsible for:

- (a) arranging and maintaining the security of the Premises; and
- (b) protecting against any unauthorised entry to the Premises.

8.5. **Fire Safety Equipment**

The Holder must:

- (a) provide and maintain on the Premises and keep readily available for use proper fire extinguishing appliances; and
- (b) take all necessary steps to obtain from the Fire Control Authority all necessary certifications (including but not limited to any annual fire safety statement) confirming that the fire extinguishing appliances provide, in their nature, number and location, a reasonable standard of fire protection of the Premises.

8.6. **Aboriginal objects and Artefacts**

The Holder acknowledges and agrees that:

- (a) unless authorised to do so by a permit under Part 6, Division 2 *Aboriginal heritage impact permits* of the *National Parks and Wildlife Act 1974* (NSW) and with the prior written consent of Barkandji

Corporation and subject to observance and compliance with any conditions imposed on the grant of such permit or consent, The Holder must not knowingly disturb, destroy, deface or damage any Aboriginal object or place or other item of archaeological significance on the Land, and must take every precaution in drilling, excavating or carrying out of other operations or works against any such disturbance, destruction, defacement or damage;

- (b) upon becoming aware of any Aboriginal object or place or other item of archaeological, significance on the Land, the Holder will notify within 24 hours the relevant secretary responsible to the minister administering the *National Parks and Wildlife Act 1974* (NSW) of the existence of such relic, place or item;
- (c) the Holder must not continue any operations or works on the Land likely to interfere with or disturb any Aboriginal object, place or other item of archaeological significance without the approval of the Secretary responsible to the minister administering the *National Parks and Wildlife Act 1974* (NSW) (which will not be provided without the prior written consent of Barkandji Corporation) and the Holder must observe and comply with all reasonable requirements of the Secretary in relation to the carrying out of the operations or works;
- (d) all fossils, artefacts, coins, articles of value, articles of antiquity, structure and other remains or things of geological historical or archaeological interest (**Artefacts**) discovered in or under the surface of the Land will as between the Holder and the Landlord be deemed to be the absolute property of the Landlord, held by the Landlord on trust for and on behalf of the Crown; and
- (e) the Landlord shall be authorised by the Holder to take every precaution to prevent the Artefacts being removed or damaged. The Holder must immediately upon discovery of the Artefacts notify the Landlord of such discovery and carry out at the Holder's reasonable expense the Landlord's orders as to the delivery up of or disposal of the Artefacts.

8.7. **Signage**

- (a) The Holder agrees that before displaying a Sign on the outside of the Premises or anywhere that can be seen from the outside of the Premises, the Holder must obtain the approval of any relevant Authority (if required by such relevant Authority).
- (b) The Holder must:
 - (i) maintain and repair the approved signage during the Term of the Lease; and
 - (ii) make good any damage to the Premises caused by the Sign or by any act or omission by the Holder (or the Holder's Invitees) in connection with the installation, maintenance, testing or removal of the Sign.

- (c) Nothing in this clause 8.7, restricts or fetters the Minister's discretion in exercising its direction powers under regulation 13 of the *Crown Land Management Regulations 2018* (NSW)

8.8. Roads and Reserves

The Holder must not obstruct or interfere with any roads or reserves on the Land existing at the date of this Lease or subsequently created under a Law or the use of them by any person.

8.9. Land Management Matters

The Holder must undertake all works reasonably necessary (to the extent that it is practical to do so and taking into consideration the natural landscape of the Land) to prevent soil erosion arising from or contributed to by the Holder's use of the Premises.

8.10. Local Amenity

The Holder must take all reasonable steps (having consideration to the natural landscape of the Land) to prevent noise, vibration, fumes, smoke, vapour, steam, soot, ash, wastewater, storm water runoff, waste products, grit or oil interfering with the amenity of the locality comprising the Premises and surrounding area.

8.11. Flood Damage

The Holder must conduct the Holder's operations and works on the Premises in such a manner to prevent any risk of danger, injury or damage from floods or storms and must observe and perform any directions given by the Landlord with a view to minimising or preventing any flood or storm damage.

8.12. Blasting

The Holder or the Holder's Invitees must not use any explosives on the Premises without the prior written consent of the Landlord (which will not be provided without the prior written consent of Barkandji Corporation) and subject to such conditions as the Landlord may determine in its absolute discretion.

8.13. Vehicle Access

- (a) The Holder acknowledges the geology and landscape of the Premises and the existence of subterranean cavities and agrees that:
 - (i) there may be service conduits located in and around the Premises;
 - (ii) the Landlord does not make any warranties or representations regarding:

- (A) the location of any service conduits in or around the Premises; or
 - (B) the load bearing capacity of any part of the Premises;
 - (iii) the Holder is responsible for the Holder's and the Holder's Invitees vehicular access to and from the Premises at the Holder's own risk;
 - (iv) vehicular access may cause instability to the Premises;
 - (v) the Holder is liable for and must indemnify and release the Minister and the Landlord from any Loss incurred by the Minister and the Landlord arising from any Claims arising from the Holder and the Holder's Invitees' use of vehicles on the Premises.
- (b) Nothing in this clause is intended to legitimise the use of unregistered or uninsured vehicles on the Premises.

8.14. **Unrestricted Access to Supply Lines**

The Holder must ensure that unrestricted access is available to Central Darling Shire Council and Australian Inland Energy for repair and maintenance of any supply line.

9. **EXCAVATION OBLIGATIONS**

9.1. **Excavation of Dugout**

The Holder acknowledges and agrees that:

- (a) except where there is an imminent and immediate risk of serious harm to persons or property, the Holder or the Holder's Invitees will not remove, extract, dig up or excavate any substance from the Dugout or permit any other person to undertake any such action (**Dugout Works**) without the prior written consent of the Landlord (which will not be provided without the prior written consent of Barkandji Corporation); and
- (b) where consent is provided by the Landlord to undertake Dugout Works in accordance with clause 9.1(a), such Dugout Works will be subject to the conditions in clause 10 (Works).

10. **WORKS**

10.1. **Approvals**

The Holder acknowledges and agrees that:

- (a) the Holder is responsible for obtaining any relevant Approvals from any relevant Authority prior to undertaking any Works to the Premises and ensuring that all Works are compliant with all Laws

and Requirements;

- (b) if the Works are Dugout Works (as defined in clause 9) or any other Works which are not defined in Schedule 3, Division 5, Clause 31 of the Crown Land Management Act, then the Holder must also obtain the written consent of the Landlord prior to undertaking those Works (including, where relevant, landowners consent to lodgement of a development application); and
- (c) where the Landlord's consent is required to undertake any Works, such consent is not deemed an Approval by an Authority or a warranty by the Landlord that those Works are compliant with all Laws and Requirements.

10.2. **Carrying out of Works**

- (a) If the Landlord approves any Works, the Holder must ensure that all Works are carried out:
 - (i) in accordance with any plans and specifications approved by the Landlord (if required);
 - (ii) at the Holder's Cost;
 - (iii) in a good and workmanlike manner; and
 - (iv) in compliance with all Approvals, Laws and Requirements.
- (b) in carrying out any Works, the Holder must at the Holder's Cost:
 - (i) comply with all Environmental Protection Legislation and any permit, Approval, authority or licence issued pursuant to such Legislation;
 - (ii) keep the Premises and any permanent or temporary buildings or structures on it reasonably clean and tidy;
 - (iii) endeavour to minimise inconvenience to adjacent occupiers of land;
 - (iv) regularly remove from the Premises all waste, rubbish, and debris, wrappings, containers and residue materials which result from any Works;
 - (v) properly supervise the activities of the Holder's consultants and sub-contractors (if engaged); and
 - (vi) ensure that any consultants and sub-contractors (if engaged) comply with the Holder's obligations under this Lease; except as required by any Approval or as may be reasonably necessary to properly conduct the Works, take all reasonable measures to protect the Premises and repair and make good any damage caused to the Premises.

10.3. Insurance for Works

- (a) Prior to commencing any Works and at all times until they are completed, the Holder is responsible for and ensuring that any builder or other contractor engaged (if engaged), keeps current insurance policies covering:
 - (i) contractors' risk in respect of the Works and any damage to the Premises for the full replacement value (including demolition and removal of debris);
 - (ii) public risk in respect of the Works for at least \$20,000,000 for each incident or event or for such higher amount as the Landlord may reasonably require; and
 - (iii) workers' compensation insurance for each person who is or may be engaged in construction.
- (b) All insurance policies required to be taken out under this clause 10.3 must:
 - (i) be held with an insurer authorised by the Australian Prudential Regulation Authority under section 12 of the Insurance Act 1973 (Cth) to conduct new or renewal insurance business in Australia;
 - (ii) be for such amounts and cover such risks as are reasonably required by the Landlord and contain such conditions as are reasonably acceptable to the Landlord;
 - (iii) have no exclusions, endorsements or alterations added to the insurance during the Term unless consented to by the Landlord;
 - (iv) be held and kept current throughout the Term of the Lease;
 - (v) have endorsed upon them all relevant rights and interests of the Landlord and any mortgagee of the Premises; and
 - (vi) are on an occurrence, not a claim made, basis.

10.4. Principal Contractor

The Landlord appoints the Holder, and the Holder accepts the appointment, as principal contractor for the purposes of the *Work Health and Safety Act 2011* (NSW). The Landlord accepts that the Holder may, to the extent permitted by Law, appoint and require a building contractor to comply with the Work, Health and Safety requirements under the *Work Health and Safety Act 2011* (NSW) and its regulation.

10.5. Maintenance of Records

The Holder is responsible for maintaining the Holder's own records which

are relevant to the construction of the Works, including any plans, drawings, reports, applications to and consents from any Authority, licences and certificates. The Holder must make these records available to the Landlord if requested.

10.6. **Indemnity and Release**

- (a) The Holder releases the Landlord and the Minister from any Claim for which the Holder is liable, or Loss incurred by the Holder that arises out of or in connection with any Works undertaken on or to the Premises.
- (b) In addition to any other indemnity in this Lease, the Holder indemnifies the Landlord and the Minister against all Claims for Loss, injury or death in connection with or as a consequence of activities undertaken on the Premises by the Holder, or the Holder's Invitees as a result of any Works undertaken on or to the Premises.
- (c) The release referred to in clause 10.6(b) and the indemnity referred to in clause 10.6(a) do not apply to the extent that the Loss, liability, injury or death is caused by the wilful negligence of the Landlord or the Minister.

11. ENVIRONMENTAL OBLIGATIONS

11.1. **Holder's inspection prior to Commencing Date**

The Holder acknowledges and agrees that:

- (a) prior to the Commencing Date the Holder had access to the Premises and an opportunity to investigate the environmental aspects of the Premises; and
- (b) neither the Minister nor the Landlord warrants or represents that the Premises is free of Contamination or Hazardous Building Materials.

11.2. **No Contamination or Pollution**

The Holder must not cause, exacerbate or permit any Pollution or Contamination of the Premises or the surrounding environment.

11.3. **Comply with Environmental Protection Legislation**

- (a) The Holder must comply with all Environmental Protection Legislation and any permit, approval, authority or licence issued pursuant to such Environmental Protection Legislation.
- (b) The Holder must comply with every Environmental Notice issued during the Term in respect of the Premises and ensure that copies are provided to the Landlord as soon as practicable after receiving them from the relevant Authority.

11.4. **Notification of Pollution**

In the event of a Pollution Incident or a breach or potential breach of Environmental Protection Legislation or an Environmental Notice relating to Pollution, the Holder must:

- (a) where the Pollution Incident causes or threatens Material Harm to the Environment, immediately notify the required Authorities in accordance with the Environmental Protection Legislation, and then notify the Landlord as soon as practicable; and
- (b) in all other situations, where the harm is not Material but in the reasonable opinion of the Holder is deemed substantial, the Holder must notify the Landlord as soon as practicable.

11.5. **Notification of Contamination**

If the Holder becomes aware of Contamination on the Premises, whether or not that Contamination was caused by the Holder:

- (a) the Holder must notify the Landlord as soon as practicable after becoming aware of the Contamination; and
- (b) the Landlord will perform an assessment of the requirements to notify Contamination to the required Authorities in accordance with the Environmental Protection Legislation.

11.6. **Responsibility for Contamination**

The Holder is responsible for all Contamination on the Premises that the Holder causes, exacerbates or fails to prevent.

11.7. **Remediation of Contamination**

The Holder must perform Remediation of Contamination for which the Holder is responsible (as defined in clause 11.6) and any other reasonable requirements of the Landlord to deal with that Contamination.

11.8. **Indemnity and Release**

- (a) The Holder releases the Landlord and the Minister from any Claim for which the Holder is liable, or Loss incurred by the Holder that arises out of or in connection with any Contamination or Pollution of the Premises.
- (b) In addition to any other indemnity in this Lease, the Holder indemnifies the Landlord and the Minister against all Claims for Loss, injury or death in connection with or as a consequence of activities undertaken on the Premises by the Holder, or the Holder's Invitees, that result in Contamination or Pollution of the Premises or the surrounding environment or a breach of this clause 11.

- (c) The release referred to in clause 11.8(b) and the indemnity referred to in clause 11.8(c) do not apply to the extent that the Loss, liability, injury or death is caused by the wilful negligence of the Landlord or the Minister.

11.9. **No Hazardous Chemicals**

The Holder must not:

- (a) use or store any Hazardous Chemicals in or around the Premises other than those directly required for the Permitted Use except with the written consent of the Landlord;
- (b) comply with all obligations under the Work Health and Safety Legislation in respect to Hazardous Chemicals in or around the Premises or used as part of the Permitted Use including the maintenance of a Hazardous Chemicals register, production of a manifest of Hazardous Chemicals, installation of signage, emergency plans and equipment; and
- (c) in relation to Hazardous Chemicals on the Premises, where required by the Work Health and Safety Legislation provide the regulatory authority with health monitoring reports and notify the regulatory authority if Hazardous Chemicals exceed the quantities in the manifest of Hazardous Chemicals.

11.10. **Hazardous Building Materials**

The Holder acknowledges and agrees that the Holder:

- (a) must rely on the Holder's own enquires and inspections regarding Hazardous Building Material on or forming part of the Premises;
- (b) is responsible for the management of any Hazardous Building Materials on or forming part of the Premises; and
- (c) releases the Landlord and the Minister from any liability as to the presence of any Hazardous Building Materials on or forming part of the Premises.

12. **MAINTENANCE AND REPAIR**

12.1. **Acknowledgement as to condition of Premises**

- (a) The Holder acknowledges that as at the Commencing Date of this Lease, the Landlord has not inspected the Premises. The Holder accepts the Premises as is subject to all defects (latent or patent) and all dilapidation and infestation.
- (b) The Holder:
 - (i) cannot terminate this Lease; or

- (ii) cannot make any Claim against the Landlord or the Minister; and
- (iii) is not entitled to an abatement of the Base Rent or any other amount payable under this Lease,

as a result of any defects (latent or patent) to the Premises, and the Holder indemnify and release the Landlord and the Minister in respect of any Claim as a result of any defects (latent or patent) to the Premises.

12.2. **Holder's Obligation to Maintain**

The Holder must, at the Holder's Cost subject to the terms of this Lease, maintain and repair (including repairs of a structural or capital nature) the Premises and the Holder's Fixtures in good repair and working condition subject to fair wear and tear.

12.3. **Acknowledgement regarding structural and capital works**

The Holder acknowledges that neither the Landlord nor the Minister is responsible or liable for any structural repair, maintenance or replacement of any part of the Premises, or any capital expenditure in respect of the Improvements, and that the Holder is wholly responsible and liable in respect of those matters.

12.4. **Interruption of Services**

The Holder:

- (a) cannot terminate this Lease; or
- (b) make any Claim against the Landlord; and
- (c) is not entitled to an abatement of the Base Rent or any other amount payable under this Lease,

as a result of any failure to function properly (including an interruption by the Landlord for inspection or repairs) of the Services and facilities for the Premises including water, electricity and blockages of sewers and drains.

12.5. **Notice to Carry Out Work**

- (a) The Landlord may give the Holder a notice (**Works Notice**) requiring the Holder to carry out any work on or to the Premises or to the Holder's Fixtures that are necessary to ensure the Holder's obligations under this Lease are satisfied.
- (b) Where the Landlord seeks to enforce its rights under clause 12.5(a), the Landlord must provide twenty-five (25) Business Days' notice in writing to the Holder setting out the works to be undertaken by the Tenant and a reasonable period to comply with

the Works Notice (after 25 Business Days' notice) having regard to the nature of the works required to be undertaken by the Holder.

- (c) The Holder must, at the Holder's own Cost, promptly comply with each Works Notice.
- (d) Where the Holder disputes the Works Notice, such dispute is to be determined by an appropriate independent person who is:
 - (i) agreed between the Landlord and the Holder and appointed jointly by them; or
 - (ii) if they cannot agree, a member of a relevant professional body nominated (at the request of either the Landlord or the Holder) by the Property Council of Australia (from the division located in New South Wales).
- (e) The appointed person must act as an expert and not as an arbitrator and the determination is final and binding on the parties.

13. QUIET ENJOYMENT, ACCESS AND LANDLORD GENERAL RIGHTS

13.1. Quiet Enjoyment

The Holder may use and occupy the Premises during the Term without interference by or through the Landlord, subject to the Landlord's rights reserved under this Lease.

13.2. Access to and from the Premises

The Holder acknowledges and agrees that:

- (a) the Holder is responsible to arrange safe access to and from the Premises for the Holder and the Holder's Invitees; and
- (b) the Landlord is not liable or responsible in any way whatsoever to arrange or provide any access to the Premises.

13.3. Access by Landlord

The Holder must, upon receiving reasonable written notice from the Landlord and no earlier than one (1) month from the date of the notice, except in an emergency when no notice is required, give the Landlord or anyone authorised in writing by the Landlord (including but not limited to Barkandji Corporation) access to the Premises at any reasonable time for the purpose of:

- (a) inspecting the repair, condition or value of the Premises or the Holder's Fixtures or to determine if the Holder is in breach;
- (b) doing anything that the Landlord can or must do under this Lease or must do by Law (including but not limited to undertaking maintenance, repairs and reinstatement of any buildings,

structures or other improvements on the Premises including the Holder's Fixtures where the appointed person under clause 12.5(d) has determined that the Landlord is responsible to undertake);

- (c) undertaking surveys;
- (d) assisting in any emergency or for security or safety;
- (e) undertaking any environmental investigations, assessments and audits; and
- (f) to remedy a non-monetary breach of this Lease (including but not limited to undertaking maintenance, repairs and reinstatement of any buildings, structures or other improvements on the Premises including the Holder's Fixtures where the appointed person under clause 12.5(e) has determined that the Holder is responsible to undertake and the Holder has failed to undertake those works).

13.4. Landlord's rights to remedy defaults

- (a) If the Holder fails to comply with an obligation under this Lease, the Landlord may comply with that obligation as if the Landlord were the Holder and recover the Cost of complying with that obligation from the Holder. This clause does not affect the Landlord's other rights and remedies.
- (b) Prior to the Landlord exercising this right in clause 13.4(a) (except in the case of an emergency or perceived emergency where the Landlord will use its reasonable endeavours to notify the Holder), the Landlord will provide the Holder with written notice specifying the default, and requiring the Holder to remedy the default within a reasonable period to be specified in the notice, having regard to the nature, extent, duration, impact and any recurrence of the default.
- (c) The Landlord may with written notice, enter and remain on the Premises to do or effect anything referred to in clause 13.4(a) and the Holder must pay to the Landlord the Landlord's reasonable costs and expenses incurred or paid in doing or effecting that thing.

13.5. Subdivision, Easements and Other Rights

- (a) The Landlord may subdivide the Land in any configuration alone or together with any other land adjoining the Land and may grant, transfer or create any space, easement, licence or other right or restrictions benefitting or burdening the Land or dedicate any part of the Land in favour of any person, any nearby land or any Authority for any purpose including access, support or services, if required by any Laws or in the case of emergencies.
- (b) The Holder must, at the request of the Landlord, provide any consent or sign any document reasonably required by the Landlord

to give effect to any right or arrangement granted or entered into by the Landlord under clause 13.5(a).

- (c) This Lease will be interpreted as being subject to any such right or arrangement granted or entered into by the Landlord under clause 13.5(a).

13.6. **Resumption**

If the Land or any part of it is resumed or acquired by any Authority, the Lease of the Premises forfeits on the date on which the Authority requires vacant possession. The Landlord is not liable to pay the Holder any compensation in this case. If only part of the Land is resumed or acquired then the a new lease may be entered into on similar terms to this Lease for the remaining part of the Land subject to consent of the parties and any relevant consent of the Minister.

13.7. **Existing easements and reservations**

- (a) The Holder's rights under this Lease (including the right to quiet enjoyment) are subject to:
 - (i) all easements over the Land including easements for services (including but not limited to electricity, water, drainage, internet), access and rights of way;
 - (ii) all reservations affecting the Land; and
 - (iii) any other restriction or encumbrance registered on the title to the Land prior to the registration of this Lease.
- (b) The Holder acknowledges and agrees that no fences can be erected that may impede the use of a reservation.

14. FIRST RIGHT OF REFUSAL, ASSIGNMENTS, SUBLEASES

14.1. **Additional Definitions**

Agreement to Purchase Form means the agreement to purchase form published on the Crown Lands website accepting the offer in the Intent to Sell Form or the Second Intent to Sell Form (as the case may be).

Intent to Sell Form means the intent to sell form published on the Crown Lands website and includes requirements to disclose to Barkandji Corporation the sale price, deposit, settlement period and any special conditions of the sale.

More Favourable Terms means:

- (a) a lower purchase price;
- (b) a longer or shorter settlement period;

- (c) a lesser deposit; or
- (d) any variation to the terms and conditions set out in the Intent to Sell Form.

Proposed Auction Form means the proposed sale form published on the Crown Lands website and includes requirements to disclose to Barkandji Corporation the time, date and place for auction and to provide a copy of the marketing draft contract for sale.

Relative means a spouse, parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendent or adopted child of that person, or of that person's spouse or the spouse of any of those listed persons including beyond couples and children and their parents' by treating any couple (whether of the same sex or different sexes) as a married couple and treating any child as a natural child and any grandparent, parent, sibling, child, grandchild, niece, nephew, uncle or aunt as either related by blood or adoption.

Second Intent to Sell Form means the second intent to sell form published on the Crown Lands website and includes requirements to disclose to Barkandji Corporation the sale price, settlement period and any special conditions of the sale.

14.2. **First Right of Refusal Triggers**

The Holder must not, without first obtaining the prior written consent of the Landlord and complying with the provisions of this clause 14:

- (a) assign, licence, sublease, sell (either by expression of interest, public auction or private treaty), transfer or otherwise part with possession of the Holder's interest in this Lease; or
- (b) effect a change of Control of the corporation where the Holder is a corporation ; or
- (c) alter the Control of the trust where the Holder is a trustee ; or
- (d) propose any other dealing or action which would result in a third party occupying the Premises,

("each a **First Right of Refusal Trigger**").

14.3. **Exceptions to the First Right of Refusal Triggers**

- (a) Where the Holder proposes to assign, licence, sublease, sell, transfer or otherwise part with possession of the Holder's interest in this Lease in the following circumstances a First Right of Refusal Trigger **will not apply**:
 - (i) where the proposed transferee/assignee/licensee/sublessee is a Relative; or

- (ii) where the proposed transferee/assignee/licensee/sublessee is a beneficiary of the Holder's deceased estate; or
- (iii) where the Holder propose to licence this Lease for the purposes of short term rental accommodation arrangements within the meaning of section 54A of the Fair Trading Act 1987 (NSW),

("each a **First Right of Refusal Exceptions**").

- (b) Where a First Right of Refusal Exception takes place, the Holder is only required to comply with the conditions contained in clause 14.10 (Standard Assignment and Subleasing Provisions).

14.4. **First Right of Refusal – Notice to Barkandji Corporation**

- (a) Prior to a First Right of Refusal Trigger taking place, the Holder must first give Barkandji Corporation and the Landlord twenty (20) Business Days prior written notice in the form of the Intent to Sell Form offering to sell the Holder's interest in the Lease to Barkandji Corporation on terms and conditions acceptable to the Holder;
- (b) if after twenty (20) Business Days of service of the Intent to Sell Form to Barkandji Corporation and the Landlord, the Holder:
 - (i) **has** received an Agreement to Purchase Form from Barkandji Corporation then the Holder must dispose of the Holder's interest in this Lease to Barkandji Corporation in accordance with clause 14.7; or
 - (ii) **has not** received an Agreement to Purchase Form from Barkandji Corporation then the Holder may dispose of the Holder's interest in this Lease subject to the conditions contained in clause 14.8.

14.5. **First Right of Refusal – Notice of Public Auction**

Where the Holder proposes to sell the Holder's interest in this Lease by public auction, the Holder is required to give Barkandji Corporation and the Landlord fifteen (15) Business Days prior written notice in the form of the Proposed Auction Form inviting Barkandji Corporation to attend the public auction and the Property and Stock Agents Legislation will apply (see regulation 18 of the Property and Stock Agents Regulation 2022 (NSW)).

14.6. **First Right of Refusal – Unsolicited Offer**

- (a) Where the Holder receives an unsolicited offer to purchase the Holder's interest in this Lease and those terms and conditions are acceptable to the Holder, the Holder must prior to accepting that offer, give Barkandji Corporation and the Landlord twenty (20) Business Days prior written notice in the form of the Intent to Sell

Form offering to sell the Holder's interest in this Lease on those identical terms and conditions;

- (b) if after twenty (20) Business Days of service of the Intent to Sell Form to Barkandji Corporation and the Landlord, the Holder:
 - (i) **has** received an Agreement to Purchase Form from Barkandji Corporation then the Holder must dispose of the Holder's interest in this Lease to Barkandji Corporation in accordance with clause 14.7; or
 - (ii) **has not** received an Agreement to Purchase Form from Barkandji Corporation then the Holder may dispose of the Holder's interest in this Lease to the same person or entity that submitted the unsolicited proposal subject to compliance with the conditions contained in clause 14.8.

14.7. First Right of Refusal – Agreement to Purchase

Where the Holder **has** received an Agreement to Purchase Form from Barkandji Corporation then the Holder must transfer the Holder's interest in the Lease to Barkandji Corporation in accordance with the terms of the Intent to Sell Form.

14.8. First Right of Refusal – No Agreement to Purchase

Where the Holder **has not** received an Agreement to Purchase Form from Barkandji Corporation then the Holder may dispose of the Holder's interest in this Lease subject to the following conditions:

- (a) the Holder must not dispose of the Holder's interest in the Lease to any other person or entity whatsoever on More Favourable Terms than those contained in the Intent to Sell Form; and
- (b) the Holder must comply with the conditions under clause 14.10 (Standard Assignment and Sublease Provisions).

14.9. First Right of Refusal – More Favourable Terms

Where the Holder is willing to accept More Favourable Terms than the terms and conditions offered to Barkandji Corporation under clause 14.4(a) or 14.6(a) the Holder must re-offer those More Favourable Terms to Barkandji Corporation in accordance with the conditions set out in clauses 14.4 and 14.6. For the avoidance of doubt, this clause does not apply in circumstances where the Holder proposes to sell the Holder's interest in this Lease by public auction (see clause 14.5).

14.10. Standard Assignment and Sublease Provisions

Consent to any proposed assignment, transfer or sublease (as the case may be) is subject to satisfaction of the following conditions:

- (a) the Holder must not be in breach of this Lease;

- (b) the Holder must have complied with clauses 14.1 to 14.9 (inclusive) as applicable;
- (c) the Holder must show to the satisfaction of the Landlord that the proposed new tenant or sub-tenant:
 - (i) in the case of a sublease:
 - (A) is respectable, responsible and financially sound;
 - (B) will, in the Landlord's reasonable opinion, be able to fulfill the Holder's obligations under this Lease;
 - (C) the new tenant or sub-tenant's proposed occupation and business would involve no higher security risk or loss of amenity within the Premises than the Holder's occupation; and
 - (D) is shown to the satisfaction of the Landlord to be capable of adequately carrying on the obligations contained in the Lease.
 - (ii) in the case of an assignment:
 - (A) is respectable, responsible and financially sound;
 - (B) will, in the Landlord's reasonable opinion, be able to fulfill the Holder's obligations under this Lease; and
 - (C) the new tenant's proposed occupation would involve no higher security risk or loss of amenity within the Premises than the Holder's occupation.
- (d) the proposed new tenant or sub-tenant signs a deed in a form reasonably required by the Landlord which includes provisions that the incoming tenant or sub-tenant:
 - (i) if a new tenant (in the case of assignment), will comply with all of the Holder's obligations under this Lease on and from the date of assignment; or
 - (ii) if a sub-tenant (in the case of a sublease):
 - (A) will not cause or contribute to a breach of this Lease;
 - (B) will comply with the terms of this Lease in so far as they affect the subleased premises;
 - (C) will only use the subleased premises for the Permitted Use; and
 - (D) acknowledges that the sublease will end

automatically without any liability to the Landlord if this Lease ends for any reason;

- (e) the Holder pay to the Landlord, upon written notice, the Landlord's reasonable costs (including legal costs) and disbursements of and incidental to any proposed dealing under this clause 14.10, even if the Holder (or the other party) does not comply with those clauses or if the proposed dealing does not proceed; and
- (f) the Holder and the proposed new tenant or sub-tenant complies with any other conditions of consent required by the Landlord acting reasonably.

14.11. **Change of Control**

- (a) Where the Holder is a corporation (other than a listed public company), a change in shareholding (including any variation in the beneficial ownership of the shares) of the Holder or the Holder's holding company (unless the holding company is a listed public company) that gives Control to a different person or group of persons will be deemed to be an assignment of this Lease with the proposed new shareholders, beneficial owners or management treated as the proposed new tenant, and the Holder must have complied with clauses 14.1 – 14.9 (inclusive) as applicable, provided that the Holder is not in breach of this Lease.
- (b) Where the Holder is a trustee other than a trustee of a unit trust listed on an Australian Stock Exchange, any change in the beneficiaries of the trust, the appointer or other similar position effectively altering the control of the trust to a different person or group of persons will be deemed to be an assignment of this Lease with the proposed new beneficiaries, appointer or other person treated as the proposed new lessee, and the Holder must have complied with clauses 14.1 – 14.9 (inclusive) as applicable, provided that the Holder is not in breach of this Lease.

14.12. **Change of Landlord**

If the Landlord transfers its interest in the Land or grants a concurrent lease over the Land:

- (a) the Holder must within 21 days from the Landlord's request:
 - (i) enter into any documents the Landlord may reasonably require to enable the transferee or landlord in its name to enforce the benefit of the Holder's obligations under this Lease; and
 - (ii) vary this Lease to include the trust or other limitation of liability clause required by the transferee or Landlord.
- (b) On transfer of the Land, the Landlord will be released from its obligations arising after it ceases to be Landlord.

15. RELEASE AND INDEMNITY

15.1. Assumption of Risk by the Holder

Any act, matter or thing which the Holder is obliged, required or permitted to do or effect under this Lease (including without limitation, reading and acting on the Risk Warning in clause 1, the signing of this Lease or the carrying out of any Works), the Holder's Fixtures and the use and occupation of the Premises by the Holder is all at the Holder's sole risk, Cost and expense (including that a Law or Requirement of an Authority may affect the use or occupation of the Premises). The Holder takes the Premises and will be subject to the same responsibilities in regard to persons, property and otherwise in respect of the Premises to which the Holder would be subject as if the Holder was the owner of freehold of the Land.

15.2. Release and Indemnity

For the purposes of this clause "Landlord" includes the Minister and the employees, agents or contractors of the Landlord and the Minister. The Holder cannot make a Claim against the Landlord. The Holder releases and indemnifies (to the fullest extent permitted by Law) the Landlord from and against all Claims, including (but not limited to) claims for breach of statutory duty, Loss, injury or death which:

- (a) occurs on or around the Premises;
- (b) occurs from access to and from the Premises;
- (c) arises from the use of the Premises by the Holder or the Holder's Invitees;
- (d) occurs in connection with any Works undertaken by or on behalf of the Holder or the Holder's Invitees on or from the Premises (whether or not approved by the Landlord);
- (e) occurs in connection with any action, payment or works by the Landlord in remedying any breach of this Lease by the Holder;
- (f) arises from the use of the Services in the Premises;
- (g) arises from the overflow or leakage of water from or into the Premises; or
- (h) arises from any act, default, misconduct, neglect, negligence or omission of any kind by the Holder or the Holder's Invitees,

except to the extent that it is caused by the wilful negligence of the Landlord. The indemnity in this clause applies notwithstanding that this Lease authorised or required the Holder to undertake or perform the activity giving rise to any Claim for injury, Loss or damage.

15.3. **No Landlord Liability**

The Holder expressly agrees that the Landlord will have no responsibility or liability for any loss of or damage to the Premises, the Holder's Fixtures or personal property.

15.4. **Continuing Obligation**

The Holder expressly agrees that the Holder's obligations under this clause 15 continue after determination of this Lease in respect of any act, deed, matter or thing occurring before such determination.

15.5. **Work Health and Safety**

The Holder must comply with all professional, licensing and legislative requirements in relation to work health and safety and all rules, regulations, policies or guidelines issued by SafeWork NSW (or its successors or assigns), the Holder's insurer or any relevant authority in respect of any activity undertaken on the Land by the Holder.

15.6. **Work Health and Safety release and indemnity**

In addition to any other release and indemnity in this Lease, the Holder cannot make a Claim against the Landlord or the Minister and release the Landlord and the Minister from and indemnify them against all Claims for breach of statutory duty, Loss, injury or death caused by or arising out of or otherwise in respect of any activity undertaken on or around the Premises by any worker engaged, or caused to be engaged, by the Holder and any worker whose activities are influenced or directed by the Holder, except to the extent that it is caused by the wilful negligence of the Landlord, its employees, agents and contractors.

15.7. **Continuation of indemnities**

The indemnities contained in this Lease apply after the end of this Lease in respect of any act occurring before the end of this Lease. The indemnities apply notwithstanding that the Landlord or the Minister or the terms of the Lease authorised or required the Holder to undertake or perform the activity giving rise to the Claim.

15.8. **No Liability**

The Holder must not by any act, matter, deed, failure or omission cause or permit to be imposed on the Minister or the Landlord any of the Holder's liability under or by virtue of this Lease.

16. DAMAGE OR DESTRUCTION

16.1. **Obligation to reinstate**

- (a) If the Premises or the Holder's Fixtures are destroyed or damaged at any time during the Term so that they are unfit or substantially unfit for the Holder to use or are inaccessible or substantially

inaccessible, the Holder may elect to either:

- (i) within a reasonable period of time having regard to the nature and extent of the damage or destruction;
 - (A) promptly reinstate, rebuild or repair the Premises and the Holder's Fixtures to nearly as possible the design immediately prior to the damage or destruction (or such other different design as the Landlord may reasonably approve) and to at least the standard they were required to be in prior to the damage or destruction, with such modification as approved by the Landlord, acting reasonably; and
 - (B) obtain all necessary Approvals for undertaking and completing the Works including complying with the Holder's obligations under clauses 9 and 10, or
 - (ii) at the Holder's written request surrender the Lease back to the Landlord for no consideration, in which case the Lease will be at an end and each party releases the other from their obligations under this Lease except Claims and Losses arising from a prior breach of this Lease which continue unless otherwise agreed in writing by the parties.
- (b) Where the Holder elects to reinstate the Premises in accordance with clause 16.1(a)(i) the Holder must:
- (i) continue to pay all payments under this Lease for the period during which the Premises is unfit or substantially unfit for the Holder to use or are inaccessible or substantially inaccessible, unless and to the extent any damage or destruction is caused by the Landlord, its employees, agents or contractors.
 - (ii) having regard to the extent of damage or destruction, continue to perform and comply with the Holder's obligations under this Lease.
- (c) For the avoidance of doubt, nothing in this Lease obligates the Landlord to reinstate the Premises or the means of access to the Premises on behalf of the Holder.

17. DEFAULT

17.1. Crown Land Management Act

The Holder expressly acknowledges that:

- (a) while the Land is Crown land, this Lease is a holding under the Crown Land Management Act, and the Minister has the rights and powers specified under the Crown Land Management Act including the right to withdraw a holding under section 7.8;

- (b) this Lease may be forfeited pursuant to the provisions of section 7.9 of the Crown Land Management Act, and the provisions of Division 7.4 will apply, in the circumstances set out in that section, including where:
 - (i) the Holder contravenes a provision of the Crown Land Management Act or another act applying to this Lease;
 - (ii) the Holder contravenes a condition of this Lease;
 - (iii) the Holder fails to make a payment due under the Crown Land Management Act, the Crown Land Management Regulations or this Lease within 3 months of that payment becoming due;
 - (iv) the Holder gives up or part with possession of all or part of the Premises, except as authorised by the Crown Land Management Act, Crown Land Management Regulations or this Lease; or
 - (v) the Lease otherwise becomes subject to forfeiture under the Crown Land Management Act.
- (c) the Holder has the right under section 7.13 of the Crown Management Land Act to appeal to the Land and Environment Court against any declaration of forfeiture made by the Landlord.
- (d) nothing in this Lease fetters, restricts or affects the Minister's discretion as to the use of the Minister's statutory powers.
- (e) pursuant to the provisions of section 12.14 of the Crown Land Management Act, the forfeiture or termination of this Lease, does not operate to extinguish any debt due to the Landlord in respect of the Lease unless the Minister approves its extinguishment in writing.
- (f) the Landlord may enforce its rights to recover any debt due by the Holder under this Lease in accordance with Division 12.3 of the Crown Land Management Act.

17.2. Disclosure

To the extent permitted by Law, the Holder acknowledges that the Landlord may disclose items of the Holder's personal information to a debt collector (including without limitation, Revenue NSW) for the purposes of collecting any overdue amounts payable by the Holder under this Lease. The information that may be disclosed for the purposes of this clause 17.2 includes, without limitation, identifying information about the Holder, information about overdue payments and information in respect of court judgments and bankruptcy orders in relation to the Holder.

17.3. **Waiver**

- (a) A provision or a right created under this Lease may not be waived or varied except in writing signed by the party to be bound.
- (b) The Landlord's failure to take advantage of any default or breach of covenant on the Holder's part will not be construed as a waiver of it, nor will any custom or practice which may grow between any of the parties in the course of administering this Lease be construed to waive or to lessen the right of the Landlord to insist upon the timely performance or observance by the Holder of any covenant or condition of this Lease or to exercise any rights given to the Landlord in respect of any such default.
- (c) A waiver by the Landlord of a particular breach or default will not be deemed to be a waiver of the same or any other subsequent breach or default.
- (d) The demand by the Landlord for, or subsequent acceptance by or on behalf of the Landlord of Base Rent or any other moneys payable under this Lease will not constitute a waiver of any earlier breach by the Holder of any covenant or condition of this Lease, other than the Holder's failure to make the particular payment or payments of Base Rent or other moneys so accepted, regardless of the Landlord's knowledge of any earlier breach at the time of acceptance of such Base Rent or other moneys.
- (e) Money tendered by the Holder and accepted by the Landlord may be applied to any outstanding debts in relation to the Holder's obligations under this Lease in the manner the Landlord decides.

17.4. **Landlord may Rectify**

The Landlord may remedy at any time, with prior written notice, any breach of this Lease by the Holder as the Holder's agent and at the Holder's risk. The Holder must pay on demand all reasonable costs incurred by the Landlord in remedying any breach of this Lease by the Holder.

18. HOLDER'S OBLIGATIONS ON EXPIRY OR FORFEITURE

18.1. **Holder to Yield Up and Remove Property**

When this Lease ends the Holder must, unless otherwise agreed in writing:

- (a) vacate the Premises;
- (b) remove at the Holder's expense any items of personal property and repair any damage caused by removal;
- (c) thoroughly clean the Premises and the Holder's Fixtures and remove all rubbish, waste and materials brought onto or left in or

about the Premises;

- (d) undertake any Remediation of any Contamination of the Premises;
- (e) ensure the obligations under clause 11 (environmental obligations) and 12 (maintenance and repair) at the end of the Lease are completed; and
- (f) return to the Landlord all copies of keys and other mechanisms of access to the Premises.

18.2. **Ownership of Improvements when Lease ends**

In accordance with section 7.16 of the Crown Land Management Act, when this Lease ends the parties acknowledge and agree that:

- (a) all Improvements become the property of the Landlord;
- (b) no compensation is payable for the Improvements;
- (c) the Landlord may, within two (2) years after the Lease ends, require the Holder:
 - (i) to remove any Improvement made or owned by the Holder or a previous holder; and
 - (ii) to make good any damage done to the Land because of the removal of the Improvement (including damage to other Improvements that were not required to be removed).
- (d) If an Improvement is removed by the Holder when required by the Landlord, the Landlord ceases to have (and is taken never to have had) any right to those Improvements.
- (e) If the Holder does not comply with a requirement of the Landlord to remove an Improvement, the Landlord may direct any government sector employees, contractors or other agents to enter the Land and remove the Improvement (provided that the person does not enter any part of a structure used only for residential purposes except with the consent of the Holder).
- (f) The Landlord may recover the cost of removing an Improvement and making good any damage to the Land (including to other Improvements) from the Holder in any court of competent jurisdiction as a debt due by that person to the Landlord.

18.3. **Holder's Obligation to Continue to Pay Rent**

If, upon determination of this Lease, the Holder has not performed and observed all of the Holder's obligations under this Lease, the Holder must continue to pay the Base Rent and all other money payable under this Lease until the Holder has performed and observed all of the Holder's obligations to the satisfaction of the Landlord or the failure has been

rectified by the Landlord.

19. NO CAVEAT

The Holder must not lodge a caveat on any title to the Land or allow a caveat lodged by a person claiming through the Holder to be lodged against or remain on any title to the Land.

20. LEASE EXHIBIT

The Holder and the Landlord acknowledge and agree that the Lease Exhibit forms part of the Premises the terms and conditions of this Lease are deemed to apply to area identified in the Lease Exhibit by this clause.

GRANTING OF WESTERN LANDS LEASES CROWN LAND MANAGEMENT ACT 2016

It is hereby notified that in pursuance of Section 5.16(2) of the *Crown Land Management Act 2016*, the conditions and preamble set out below attach to any perpetual Western Lands Lease granted under those same provisions for the purpose of “Urban (Residential)” over specified lands located at White Cliffs known as Dugouts.

The Hon. Stephen Kamper, MP
Minister for Lands and Property

File Ref: DOC24/293581

Preamble

The Land on which this Lease is being granted is Barkandji land. Barkandji and Malyangapa People, and their ancestors for millennia before them, have looked after and maintained their lands and waters. Barkandji and Malyangapa People’s ongoing laws and customs have been recognised by the Federal Court of Australia which has determined that they hold native title rights and interests in the Land subject to this Lease.

AUTHORITY FOR GRANT OF LEASE

The Holder acknowledges that:

- (a) the Land is Crown land within the meaning of the Crown Land Management Act;
- (b) The State of New South Wales is recorded as registered proprietor of the Land by virtue of the provisions of section 13D of the *Real Property Act 1900* (NSW);
- (c) the Minister is authorised by section 5.16(2) of the Crown Land Management Act to grant a lease of Crown land on behalf of the Crown;
- (d) the Minister has executed this Lease on behalf of the State of New South Wales as authorised by section 13L of the *Real Property Act 1900* (NSW);
- (e) this Lease is a “holding” for the purposes of the Crown Land Management Act, and the provisions of the Crown Land Management Act relating to holdings apply to this Lease subject to clause 1.8;
- (f) the Holder is a “holder” for the purposes of the Crown Land Management Act, and the provisions of the Crown Land Management Act relating to holders apply to the holder.

1. RISK WARNING

The Holder acknowledges that:

- (a) The Premises was constructed by persons unknown to the Minister and the Landlord on an unknown date prior to there being any legal requirement for occupants to obtain approval from the Minister or any other NSW Government agency or local government body;
- (b) The Minister does not hold any records of any approval for construction or development of the Premises and is unable to provide any guarantee or warranty as to their structural integrity or safety, or for any hazards or risks associated with the Premises being located underground; and
- (c) If the Holder wishes to proceed with the Lease the Holder will need to arrange any inspection of the Premises before signing this Lease.

2. DEFINITIONS AND INTERPRETATIONS

2.1. Definitions

In this Lease, unless the contrary intention appears:

Address for Service of Notices means:

Landlord

Name: The State of New South Wales ABN 20 770 707 468 as represented by NSW Department of Planning Housing and Infrastructure

Address: PO Box 2155, Dangar NSW 2309

For the attention of: Crown Lands

Email: cl.western.region@crowmland.nsw.gov.au

Holder

Address: as notified in writing by the Holder to the Landlord prior to the Commencing Date in the Application for Perpetual Western Lands Lease at White Cliffs and as updated from time to time.

Email: as notified in writing by the Holder to the Landlord prior to the Commencing Date in the Application for Perpetual Western Lands Lease at White Cliffs and as updated from time to time.

Application for Perpetual Western Lands Lease at White Cliffs means the form titled “Application for Perpetual Western Lands Lease at White Cliffs” completed and signed by the Holder prior to the Commencing Date which includes details of the Holder’s Address for Service of Notices and discloses the Statement of Acknowledgement.

Approvals means all consents, approvals, major project approvals, modifications, registrations, certificates, licences and permits from any Authority:

- (a) necessary for the development or use of the Premises including the

carrying out of any proposed works to any part of the Premises; and

- (b) required for the purpose of this Lease, including any approvals required under Part 4 of the EP&A Act.

Authority means any governmental, statutory, public, local government or other authority or body having jurisdiction over any part of the Land and the Premises or relating to its use.

Barkandji Corporation means Barkandji Native Title Group Aboriginal Corporation RNTBC (ICN 4740).

Base Rent means the rent, exclusive of GST, calculated in accordance with Part 5, Division 4, Clause 53 of the Regulations includes the rent as re-determined from time to time in accordance with the terms of this Lease.

Business Day means a day on which banks are open for general business in New South Wales other than a Saturday, a Sunday or a public holiday.

Claims means all or any claims, demands, remedies, injuries, damages, losses, Costs, claim for compensation, claim for abatement of rent obligations, proceedings, actions, rights of action, liabilities, suits, notices, fines, demands and requirements (including orders).

Commencing Date is the date that this Lease is granted by the Minister by way of gazette to the Holder.

Contamination means the presence in, on or under land (including soil and ground water) of a substance above the concentration at which that substance is normally present in, on or under land in the same locality that presents a risk of harm to human health or any other aspect of the environment.

Contaminants mean any substance or material (whether solid, liquid or gas) which has the potential to cause Contamination.

Control means the capacity (directly or indirectly), whether or not having statutory, legal or equitable force, and whether or not based on statutory legal or equitable rights, to:

- (a) appoint, determine or control the composition of the board of directors of the Holder;
- (b) exercise more than 50% of the votes entitled to be cast at any general meeting of the Holder; or
- (c) hold more than 50% of the issued share capital of the Holder (other than shares issued with no rights other than to receive a specified amount in distribution).

Costs means any cost, charge, expense, outgoing, payment or other expenditure of any nature (whether direct, indirect or consequential and

whether accrued or paid).

Crown Land Management Act means the *Crown Land Management Act 2016 (NSW)*.

Dugout means any and all improvements in the subsurface of the Land identified in the Lease Exhibit.

Environmental Notice means any direction, order, demand, licence or other requirement from a relevant Authority in connection with any Environmental Protection Legislation to take any action or refrain from taking any action in respect of the Premises and any adjoining or neighbouring premises, land or waterway.

Environmental Protection Legislation means any statute, regulation, code, proclamation, ministerial directive, ordinance, by-law, development consent, planning policy or subordinate legislation, relating to Contaminants, use of land, natural resource management, human health and safety or protection of the environment while in force during the Term.

EP&A Act means the *Environmental Planning and Assessment Act 1979 (NSW)*.

Financial Year means 1 July to 30 June.

GST means the goods and services tax payable under the GST Legislation and notional GST payable by a State entity under the *Intergovernmental Agreement Implementation (GST) Act 2000 (NSW)*.

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

Hazardous Building Materials means any substance present in building fabric that has the potential to pose risks to human health or the environment including asbestos containing materials, combustible cladding, lead based paint, synthetic mineral fibres and polychlorinated biphenyl.

Hazardous Chemicals has the meaning specified in the Work Health and Safety Legislation.

Holder means the person(s) identified in the first schedule of the folio of the register of the Land and includes the Holder's permitted assigns of this Lease.

Holder's Fixtures means all improvements including any building, structure, fitout, fittings, fixtures, wires, pipes, roads, paving and other infrastructure or property on the Premises constructed, installed or otherwise effected by or for the Holder or the Holder's predecessors and the Holder's Invitees during the Term or which are in or on the Premises during the Term and are not owned by the Landlord.

Holder's Invitees means:

- (a) the Holder's permitted sub-tenants and licensees;
- (b) the Holder's employees, agents, consultants, contractors, members, clients, customers, visitors; and
- (c) other persons on or in the Premises with or without the Holder's consent.

Improvements means the buildings, structure and other improvements on the Land at the Commencing Date as modified and extended from time to time in accordance with the terms of this Lease but excluding the Holder's Fixtures.

Land means the whole of the land comprised in the folio identifier the subject of the grant of this Lease.

Landlord means the State of New South Wales ABN 20 770 70 468 as represented by the Department of Planning Housing and Infrastructure and its successors and assigns on behalf of the Minister.

Laws means all statutes, ordinances, regulations, subordinate legislation, by-laws industrial awards, Australian Standards, development consents, environmental planning instruments and all orders, directions, codes of practice or requirements of any Authority.

Lease means these terms and conditions, the Lease Exhibit, the execution page and any annexures as varied from time to time.

Lease Exhibit means the lease exhibit executed by the Landlord and the Holder on or about the date of this Lease identifying the Dugout.

Lease Year means each period of 12 months from the Commencing Date.

Loss means any loss, damages, remedies, liabilities, expenses, fines, penalties and costs (including legal costs on a full indemnity basis and associated expenses).

Material Harm to the Environment has the meaning specified in the *Protection of the Environmental Operations Act 1997* (NSW).

Mining Act means the *Mining Act 1992* (NSW).

Minister means the Minister for the time being administering the Crown Land Management Act, and any power, authority, duty or function conferred or imposed upon the Minister by or under those conditions may be exercised or performed either by the Minister or by such officers, employees or agents of the Department of Planning Housing and Infrastructure as the Minister may from time to time approve.

Outgoings means the total of the following amount paid or incurred by the Landlord for a Financial Year in connection with the Premises:

- (a) rates, assessments, levies, charges or other fees (for example, council rates and charges, water rates, electricity, gas, sewerage and drainage, car parking levies, fire services levies and emergency services levies); and
- (b) taxes (including any land tax payable under section 21C of the *Land Tax Management Act 1956* (NSW)).

Permitted Use means the use being “Urban (Residential)”.

Pollution has the meaning specified in the *Protection of the Environment (Operations) Act 1997* (NSW).

Pollution Incident means an incident or set of circumstances during, or as a consequence of, which there is or there is likely to be a leak, spill or other escape or deposit of a substance, as a result of which Pollution has occurred, or Contamination has been caused.

Premises means the Land, the Dugout and the Improvements.

Prescribed Rate means the rate prescribed from time to time under the *Uniform Civil Procedure Rules 2005* (NSW) as the rate of interest on judgement debts plus 2%, calculated daily and compounded on the last day of each month.

Property and Stock Agents Legislation means the *Property and Stock Agents Regulation 2022* (NSW) and the *Property and Stock Agents Act 2002* (NSW)

Regulations means the *Crown Land Management Regulation 2018* (NSW).

Remediation has the meaning specified in the *Contaminated Land Management Act 1997* (NSW).

Requirement includes any requirement, notice, order, direction, recommendation, consent, stipulation or similar notification received from or given by any Authority or under any Law, whether in writing or otherwise.

Services means all services or systems of any nature from time to time provided or available for use to the Premises including:

- (a) any electronic medium, energy source, lighting, electricity, gas, fuel, power, water, sewerage, drainage and air-conditioning, heating and cooling, fire protection;
- (b) fittings, fixtures, appliances, plant and equipment utilised for any of the services specified in clause (a) above; and
- (c) any services or systems from time to time utilised for access to the Premises.

Statement of Acknowledgement means the risk warning provided in clause 1 and disclosed and acknowledged by the Holder in the Application for Perpetual Western Lands Lease at White Cliffs.

Term means the term commencing on the Commencing Date and terminating on the Terminating Date.

Terminating Date means the date being the earlier of the date that this Lease is:

- (a) forfeited by the Minister in accordance with Division 7.4 of the Act; or
- (b) surrendered by the Holder.

Work Health and Safety Legislation means *Work Health and Safety Act 2011 (NSW)* and *Work Health and Safety Regulation 2017 (NSW)*.

Works means any alteration, addition or installation in or to the Premises and/or the Holder's Fixtures including building or construction works (other than maintenance or repairs).

2.2. Interpretation

(a) Number, gender and corporation

Words importing the singular number include the plural and vice versa, words importing a person include a corporation and vice versa and each gender includes every other gender.

(b) Jointly and severally

Any provision of this Lease to be performed by two or more persons binds those persons jointly and each of them severally.

(c) Bodies and Associations

References to authorities, institutes, associations and bodies, whether statutory or otherwise, will in the event of any such organisation ceasing to exist, being reconstituted, renamed or replaced or the powers or functions or any such organisation being transferred to any other organisation, be deemed to refer respectively to the organisation established or constituted in lieu of any such organisation.

(d) Statutes and Regulations

Reference to a statute or ordinance includes all regulations under and amendments to that statute or ordinance whether by subsequent statute or otherwise and a statute or ordinance passed in substitution for the statute or ordinance.

(e) Parties

A reference to a party includes any administrator, successor or permitted assignee of a party.

(f) **Headings and Parts**

Headings and any marginal notes have been inserted for convenience only and do not in any way limit or govern the construction of the terms of this Lease. Each numbered section is a Part as specified in the Table of Contents.

(g) **Monthly, Yearly and Quarterly**

A reference to month and year means respectively calendar month and calendar year. A reference to a quarter means each consecutive 3-month period commencing on the Commencing Date.

(h) **Entire Agreement**

This Lease and the Statement of Acknowledgement signed by the Holder constitutes the entire agreement of the parties on everything connected with the subject matter of this Lease and supersedes all prior agreements, understandings and negotiations in relation to those matters, other than any prior agreement in relation to confidentiality.

(i) **Business Days**

Where under or pursuant to the Lease the day on or by which any act, matter or thing is to be done is a Saturday, Sunday or public holiday in the city or town in which the Premises is situated, such act, matter or thing may be done on the next succeeding day which is not a Saturday, Sunday or public holiday.

(j) **Include**

The word “include” (in any form) when introducing one or more specific items does not limit the meaning of the general words to those items or to items of a similar kind.

(k) **Rule of Construction**

In the interpretation of this Lease no rule of construction applies to the disadvantage of one party on the basis that that party put forward this Lease.

(l) **Severance**

If a term of this Lease is or becomes wholly or partly void, voidable, or unenforceable the Landlord may sever the offending term without affecting the enforceability or validity of the remainder of the Lease.

(m) **Defined Terms**

Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.

(n) **Notices etc**

Each communication (including each notice, consent, approval, request and demand) under or in connection with this Lease:

- (i) must be in writing;
- (ii) must be addressed:
 - (A) as set out in the Address for Service of Notices (or as otherwise notified by that party to each other party from time to time); or
 - (B) where the Holder is a corporation, at the Holder's registered office or at the Premises;
- (iii) must be signed by the party making it or (on that party's behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that party;
- (iv) must be delivered by hand or posted by prepaid post to the address, or sent by email to the email address, of the addressee, in accordance with clause 2.1(n); and
- (v) is taken to be received by the addressee:
 - (A) (in the case of prepaid post sent to an address in the same country) fifteen Business Days after the date of posting;
 - (B) (in the case of prepaid post sent to an address in another country) twenty Business Days after the date of posting by airmail;
 - (C) (in the case of email) at the time in the place to which it is sent equivalent to the time shown on the email from which it was sent (unless the sender receives an automated message that the email has not been delivered); and
 - (D) (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a Business Day or after 5:00pm, it is taken to be received at 9:00 am on the next Business Day.

(o) **Further Assurance**

Each party must do, sign, execute and deliver and must procure that each of its employees, agents and contractors, does, signs, executes and delivers all deeds, documents, instruments and acts reasonably required of it or them by notice from the other party to effectively carry out and give full effect to this Lease and the rights and obligations of the parties under it.

(p) **Lease ends**

A reference to the end of this Lease is a reference to the determination of the Term by default or otherwise. If this Lease ends as a result of a right of forfeiture under a clause in this Lease without default of either party then the obligations of the parties under this Lease will cease on the date of forfeiture except Claims and Losses arising from a prior breach of this Lease which continue and the continuing obligations such as those under clause 18.

(q) **Continuing Obligations**

The obligations of the parties arising prior to the end of this Lease will not merge on the Terminating Date or earlier determination of this Lease until they are fulfilled.

(r) **Holder's Obligations and Payments**

The Holder must perform the Holder's obligations under this Lease at the Holder's own expense and risk. Where an obligation is imposed on the Holder under this Lease, the Holder must ensure that the Holder and the Holder's Invitees perform the obligation. Where the Holder is prohibited from doing anything under this Lease, the Holder must ensure that the Holder and the Holder's Invitees do not breach the prohibition.

An amount to be paid under this Lease is due for payment on the earlier of demand or the date specified in the notice or invoice. Payments must be made to the Landlord or the Landlord's agent as the Landlord may direct including by direct deposit or electronic transfer.

(s) **Implied Covenants**

- (i) The covenants, powers and provisions implied in Leases by virtue of Sections 84, 84A, 85 and 133 of the *Conveyancing Act 1919* (NSW) do not apply to this Lease.
- (ii) The employment in this Lease of words in any of the forms or words contained in the first column of Part 2 of Schedule 4 of the *Conveyancing Act 1919* (NSW) does not imply any covenant under Section 86 of that Act.
- (iii) Any present or future legislation or any implied term (including a duty of good faith or anything similar) which

operates to vary the Holder's obligations in connection with this Lease with the result that the Landlord's rights, powers or remedies are adversely affected (including by way of delay or postponement) is excluded, except to the extent that its exclusion is prohibited or rendered ineffective by law.

2.3. Public Authority

This Lease or anything done or to be done under this Lease:

- (a) is not to be taken as approval or consent by the Landlord as a regulatory authority; and
- (b) does not in any way inhibit, deter, or prejudice the Landlord in the proper exercise of its functions, duties or powers,

pursuant to or under any legislation including the Crown Land Management Act.

2.4. Opinion of the Minister or Landlord

An opinion to be formed by the Landlord or the Minister for the purposes of this Lease may be formed on such grounds and material as the Landlord or the Minister deem to be sufficient.

2.5. Reservations

In addition to any other provision in this Lease, the Landlord reserves the following:

- (a) all rights to metals, gems, precious stones, coal, mineral oils and minerals within the meaning of the Mining Act together with all rights necessary for ingress, egress, search, prosecution, and removal and any incidental rights and powers, subject to compliance with the Mining Act (including provisions relating to access and compensation); and
- (b) all rights to timber and forest products as defined in the Forestry Act 2012 (NSW) together with all necessary rights for ingress, egress and removal together with any incidental rights and powers, except where the use of timber is permitted under this Lease.

2.6. No right to purchase etc

The Holder expressly acknowledge that the grant of this Lease does not confer a right to purchase the Land or to the grant of a further lease or to the grant of any licence, unless specifically set out in this Lease.

2.7. Reviews and inspections

The Holder acknowledges that:

- (a) a review, inspection or approval of any plans or works by the Landlord under this Lease:
 - (i) is not a review or approval for any other purpose;
 - (ii) is not a warranty that the plans or work comply with any Laws, are fit for their purpose, are current, accurate or otherwise in order; and
- (b) the Holder is responsible for obtaining any additional reviews, inspections or approvals of any plans or works from any relevant Authority or qualified contractor, tradesperson or professional to confirm they comply with any Laws, are fit for their purpose, are current, accurate or otherwise in order.

2.8. Landlord Execution

Where the signatory to this Lease is the Minister or a delegate of the Minister, the Holder may not require evidence of the authority to sign, including the appointment of, or delegation to, the Minister or delegate.

2.9. Electronic Execution, Counterpart and Exchange

This Lease may be executed in any number of counterparts each counterpart constitutes an original of this Lease all of which together constitute one instrument. For the purposes of electronic execution and exchange of this Lease such execution can take place via DocuSign or AdobeSign whilst witnessed via audio visual link (whether that be through Microsoft Teams, Skype, FaceTime or Zoom or similar). Where execution takes place in this form the Holder and the Landlord agree that such execution is legally binding and enforceable in accordance with the *Electronic Transactions Act 2000* (NSW). A party who has executed a counterpart of this Lease may exchange it with another party by emailing a PDF (portable document format) copy of the executed counterpart to that other party.

3. TERM

3.1. Term

The Landlord leases the Premises to the Holder for the Term and the Holder accepts the Lease of the Premises subject to the terms of this Lease.

3.2. Nature of Tenancy

The Holder acknowledges and agrees that the Holder:

- (a) must pay all Costs in relation to the Premises and the Landlord has no responsibility or obligation in this regard unless expressly stated in this Lease; and
- (b) takes and is subject to the same responsibilities and liabilities regarding the Premises including in respect of:

- (i) persons, property, costs and otherwise; and
- (ii) capital or structural works, repairs and maintenance, (which may only be carried out in accordance with the terms of this Lease),

which the Holder would take and be subject to if the Holder were the owner of the Premises.

- (c) The express provisions of this Lease do not limit the scope of this clause 3.

4. BASE RENT AND RENT REVIEW

4.1. Payment of Base Rent

Upon service of an invoice by the Landlord to the Holder, the Holder must pay to the Landlord (or to the relevant body or person as nominated in writing by the Landlord from time to time and unless the Landlord directs otherwise under Section 12.16 of the Crown Land Management Act) the Base Rent without any deduction, counterclaim or right of set-off at all, by equal annual instalments in advance with the first payment due on the Commencing Date and on the first day of July for each year thereafter during the Term.

4.2. Assessment of Base Rent

The Landlord must assess the Base Rent payable by the Holder for each Financial Year during the Term in accordance with Part 5 Division 4, Clause 54 of the *Crown Land Management Regulation 2018* (NSW).

5. OUTGOINGS, SERVICES AND EXPENSES

5.1. Payment of Outgoings and Services

- (a) The Holder acknowledges that payment of all Outgoings and Services in respect of the Premises is the Holder's sole responsibility, including any late payment fees, interest or penalties.
- (b) The Holder must arrange for all Outgoings and Services to be invoiced directly to the Holder and paid by the due date specified on the invoice.
- (c) The Holder acknowledges that for the purposes of section 21CA of the *Land Tax Management Act 1956* (NSW), this clause constitutes a land tax disclosure statement.

5.2. Kerbing and guttering etc by roads authorities

- (a) Where the Landlord is required to pay a contribution under section 217-219 of the *Roads Act 1993* (NSW) in respect of the Land including:

- (i) constructing or paving any kerb, gutter or footway along the side of the public road adjacent to the Land;
 - (ii) constructing or repairing any special crossing over a footway in the public road for the traffic of vehicles across the footway to or from the Land; or
 - (iii) any other requirement under 217-219 of the *Roads Act 1993 (NSW)* as updated from time to time,
- (b) then, the Holder must pay to the Landlord the amount of that contribution within 3 months of receipt of written notice from the Landlord requesting payment.
- (c) The Holder must pay to the Landlord the proportional part of the costs of road construction as notified by the Department of Planning Housing and Infrastructure within 3 months of the date of gazettal of the granting.

5.3. **Lease Costs and Cost of Consents and Litigation**

The Holder must pay:

- (a) all registration fees and stamp duty payable on this Lease.
- (b) the Landlord's reasonable Costs (including reasonable legal costs, stamp duty and disbursements) in relation to any assignment, transfer, sublease, breach or default by the Holder or the Holder's Invitees under this Lease, and the exercise of any right, power or remedy of the Landlord under this Lease, in law or in equity.
- (c) the Landlord's reasonable expenses, including reasonable legal costs and disbursements and consultant's charges incurred in relation to:
 - (i) any consent or approval sought by the Holder, whether or not the consent or approval is granted, including a consent to assign the Lease;
 - (ii) any request by the Holder which includes the surrender of this Lease; and
 - (iii) any litigation or dispute resolution procedure involving the Landlord commenced by or against the Holder in which no judgement or order is recorded against the Landlord.

6. GOODS AND SERVICES TAX

6.1. **Payments Exclusive of GST**

All payments or other consideration paid or payable under this Lease are exclusive of GST unless those payments are exempt from GST.

6.2. **Payment of GST**

In addition to payment for a supply in connection with this Lease (including the Base Rent and Outgoings) on which GST is paid or payable, the Holder must pay, at the same time and in the same manner, the amount of the GST which is paid or payable in respect of that supply.

6.3. **Tax Invoice**

The Landlord will provide the Holder with a tax invoice as prescribed in the GST Legislation.

6.4. **Late Payment**

If the Landlord becomes subject to penalties or interest resulting from late payment of GST because of the Holder's failure to comply with this clause 6, the Holder must pay on demand an additional amount equal to the amount of those penalties and interest.

6.5. **Indemnities and Reimbursements**

If a party is obliged to make a payment under an indemnity or is required to reimburse a party for a cost (e.g., a party's obligation to pay another party's legal costs) on which that other party must pay GST, the indemnity or reimbursement is for the cost plus all GST (except any GST for which that party can obtain an input tax credit).

6.6. **Adjustments**

If an adjustment of GST is required as a result of an adjustment event in respect of a supply made under or in connection with this Lease, then:

- (a) a corresponding adjustment of the GST amount payable under this Lease must be made between the parties within 21 days after the end of the tax period in which the adjustment is attributable;
- (b) the supplier, if obligated to do so under the GST Legislation, must issue an adjustment note within 21 days after the end of the tax period in which the adjustment is attributable; and
- (c) where the Landlord is required to pay an amount under clause 6.6(a), the amount will be limited to the amount of the input tax credit or decreasing adjustment (if any) to which the Landlord determines it is entitled for the Landlord's acquisition of the supply to which the payment relates. The amount will be payable within 10 Business Days after the Landlord has received the benefit of the input tax credit or decreasing adjustment.

7. USE OF PREMISES

7.1. Permitted Use

The Holder must only use the Premises for the Permitted Use. The Holder may not use the Premises for any other use.

7.2. If No Warranty as to Use

The Landlord does not warrant (either presently or in the future) that the Premises is suitable for or may be used for the Permitted Use or any purpose. The Holder accepts this Lease with the full knowledge of and subject to any prohibitions or restrictions on the use of the Premises from time to time under any Law or Requirement.

7.3. Restrictions on Use

The Holder must not and must not permit the Holder's Invitees to:

- (a) use the Premises for any activity that is dangerous, noxious or illegal or that may become a nuisance for any neighbouring property;
- (b) do anything to contaminate, pollute or increase toxicity in the Premises or the environment; or
- (c) do or permit any person to do any act, matter or thing which results in nuisance, damage or disturbance to owners or occupiers of adjoining or neighbouring lands or building.

8. HOLDER'S OBLIGATIONS

8.1. General Obligations

The Holder must:

- (a) comply and ensure the Holder Invitees comply with:
 - (i) all Laws and all notices, orders and directives from any Authority relating to the use or occupation of the Premises;
 - (ii) obtain the consents or licences needed;
 - (iii) comply with any conditions of consent; and
 - (iv) keep current any Approvals, consents, licences or registrations needed for the Holder's use of the Premises.
- (b) promptly provide to the Landlord a copy of any notice, order or directive from any Authority relating to the Premises the Holder receives if requested by the Landlord.

8.2. **Applications to Authorities**

The Holder must not and must not permit the Holder's Invitees to lodge any application to any Authority in respect of the Premises without first obtaining the Landlord's consent.

8.3. **Title**

- (a) The Holder must at all times observe and perform the restrictions, stipulations, easements (including those granted or permitted pursuant to clause 13.5) and covenants referred to in the folio of the register for the Landlord as if the Holder were the registered proprietor of the Land.
- (b) The Holder acknowledges that the Holder is bound by the terms of any easements and covenants referred to in clause 8.3(a), and any lease, licence, or other right of occupation granted by the Landlord in respect of the Premises, to which this Lease is subject or which is concurrent to this Lease.
- (c) The Holder further acknowledges that the Holder indemnifies and releases the Landlord against, any Claim brought against, or Loss incurred by the Landlord arising from the Holder's or the Holder's Invitees' use or obligations in respect to any easement benefitting or burdening the Premises.

8.4. **Securing of the Premises**

The Holder is responsible for:

- (a) arranging and maintaining the security of the Premises; and
- (b) protecting against any unauthorised entry to the Premises.

8.5. **Aboriginal objects and Artefacts**

The Holder acknowledges and agrees that:

- (a) unless authorised to do so by a permit under Part 6, Division 2 *Aboriginal heritage impact permits* of the *National Parks and Wildlife Act 1974* (NSW) and with the prior written consent of Barkandji Corporation and subject to observance and compliance with any conditions imposed on the grant of such permit or consent, The Holder must not knowingly disturb, destroy, deface or damage any Aboriginal object or place or other item of archaeological significance on the Land, and must take every precaution in drilling, excavating or carrying out of other operations or works against any such disturbance, destruction, defacement or damage;
- (b) upon *becoming* aware of any Aboriginal object or place or other item of archaeological, significance on the Land, the Holder will notify within 24 hours the relevant secretary responsible to the minister administering the *National Parks and Wildlife Act 1974* (NSW) of the existence of such relic, place or item;

- (c) the Holder must not continue any operations or works on the Land likely to interfere with or disturb any Aboriginal object, place or other item of archaeological significance without the approval of the Secretary responsible to the minister administering the *National Parks and Wildlife Act 1974* (NSW) (which will not be provided without the prior written consent of Barkandji Corporation) and the Holder must observe and comply with all reasonable requirements of the Secretary in relation to the carrying out of the operations or works;
- (d) all fossils, artefacts, coins, articles of value, articles of antiquity, structure and other remains or things of geological historical or archaeological interest (**Artefacts**) discovered in or under the surface of the Land will as between the Holder and the Landlord be deemed to be the absolute property of the Landlord, held by the Landlord on trust for and on behalf of the Crown; and
- (e) the Landlord shall be authorised by the Holder to take every precaution to prevent the Artefacts being removed or damaged. The Holder must immediately upon discovery of the Artefacts notify the Landlord of such discovery and carry out at the Holder's reasonable expense the Landlord's orders as to the delivery up of or disposal of the Artefacts.

8.6. **Roads and Reserves**

The Holder must not obstruct or interfere with any roads or reserves on the Land existing at the date of this Lease or subsequently created under a Law or the use of them by any person.

8.7. **Land Management Matters**

The Holder must undertake all works reasonably necessary (to the extent that it is practical to do so and taking into consideration the natural landscape of the Land) to prevent soil erosion arising from or contributed to by the Holder's use of the Premises.

8.8. **Local Amenity**

The Holder must take all reasonable steps (having consideration to the natural landscape of the Land) to prevent noise, vibration, fumes, smoke, vapour, steam, soot, ash, wastewater, storm water runoff, waste products, grit or oil interfering with the amenity of the locality comprising the Premises and surrounding area.

8.9. **Flood Damage**

The Holder must conduct the Holder's operations and works on the Premises in such a manner to prevent any risk of danger, injury or damage from floods or storms and must observe and perform any directions given by the Landlord with a view to minimising or preventing any flood or storm damage.

8.10. **Blasting**

The Holder or the Holder's Invitees must not use any explosives on the Premises without the prior written consent of the Landlord (which will not be provided without the prior written consent of Barkandji Corporation) and subject to such conditions as the Landlord may determine in its absolute discretion.

8.11. **Vehicle Access**

(a) The Holder acknowledges the geology and landscape of the Premises and the existence of subterranean cavities and agrees that:

(i) there may be service conduits located in and around the Premises;

(ii) the Landlord does not make any warranties or representations regarding:

(A) the location of any service conduits in or around the Premises; or

(B) the load bearing capacity of any part of the Premises;

(iii) the Holder is responsible for the Holder's and the Holder's Invitees vehicular access to and from the Premises at the Holder's own risk;

(iv) vehicular access may cause instability to the Premises;

(v) the Holder is liable for and must indemnify and release the Minister and the Landlord from any Loss incurred by the Minister and the Landlord arising from any Claims arising from the Holder and the Holder's Invitees' use of vehicles on the Premises.

(b) Nothing in this clause is intended to legitimise the use of unregistered or uninsured vehicles on the Premises.

8.12. **Unrestricted Access to Supply Lines**

The Holder must ensure that unrestricted access is available to Central Darling Shire Council and Australian Inland Energy for repair and maintenance of any supply line.

9. EXCAVATION OBLIGATIONS

9.1. **Excavation of Dugout**

The Holder acknowledges and agrees that:

(a) except where there is an imminent and immediate risk of serious harm to persons or property, the Holder or the Holder's Invitees will

not remove, extract, dig up or excavate any substance from the Dugout or permit any other person to undertake any such action (**Dugout Works**) without the prior written consent of the Landlord (which will not be provided without the prior written consent of Barkandji Corporation); and

- (b) where consent is provided by the Landlord to undertake Dugout Works in accordance with clause 9.1(a), such Dugout Works will be subject to the conditions in clause 10 (Works).

10. WORKS

10.1. Approvals

The Holder acknowledges and agrees that:

- (a) the Holder is responsible for obtaining any relevant Approvals from any relevant Authority prior to undertaking any Works to the Premises and ensuring that all Works are compliant with all Laws and Requirements;
- (b) if the Works are Dugout Works (as defined in clause 9) or any other Works which are not defined in Schedule 3, Division 5, Clause 31 of the Crown Land Management Act, then the Holder must also obtain the written consent of the Landlord prior to undertaking those Works (including, where relevant, landowners consent to lodgement of a development application); and
- (c) where the Landlord's consent is required to undertake any Works, such consent is not deemed an Approval by an Authority or a warranty by the Landlord that those Works are compliant with all Laws and Requirements.

10.2. Carrying out of Works

- (a) If the Landlord approves any Works, the Holder must ensure that all Works are carried out:
 - (i) in accordance with any plans and specifications approved by the Landlord (if required);
 - (ii) at the Holder's Cost;
 - (iii) in a good and workmanlike manner; and
 - (iv) in compliance with all Approvals, Laws and Requirements.
- (b) in carrying out any Works, the Holder must at the Holder's Cost:
 - (i) comply with all Environmental Protection Legislation and any permit, Approval, authority or licence issued pursuant to such Legislation;

- (ii) keep the Premises and any permanent or temporary buildings or structures on it reasonably clean and tidy;
- (iii) endeavour to minimise inconvenience to adjacent occupiers of land;
- (iv) regularly remove from the Premises all waste, rubbish, and debris, wrappings, containers and residue materials which result from any Works;
- (v) properly supervise the activities of the Holder's consultants and sub-contractors (if engaged); and
- (vi) ensure that any consultants and sub-contractors (if engaged) comply with the Holder's obligations under this Lease; except as required by any Approval or as may be reasonably necessary to properly conduct the Works, take all reasonable measures to protect the Premises and repair and make good any damage caused to the Premises.

10.3. Insurance for Works

- (a) Prior to commencing any Works and at all times until they are completed, the Holder is responsible for and ensuring that any builder or other contractor engaged (if engaged), keeps current insurance policies covering:
 - (i) contractors' risk in respect of the Works and any damage to the Premises for the full replacement value (including demolition and removal of debris);
 - (ii) public risk in respect of the Works for at least \$20,000,000 for each incident or event or for such higher amount as the Landlord may reasonably require; and
 - (iii) workers' compensation insurance for each person who is or may be engaged in construction.
- (b) All insurance policies required to be taken out under this clause 10.3 must:
 - (i) be held with an insurer authorised by the Australian Prudential Regulation Authority under section 12 of the Insurance Act 1973 (Cth) to conduct new or renewal insurance business in Australia;
 - (ii) be for such amounts and cover such risks as are reasonably required by the Landlord and contain such conditions as are reasonably acceptable to the Landlord;
 - (iii) have no exclusions, endorsements or alterations added to the insurance during the Term unless consented to by the Landlord;

- (iv) be held and kept current throughout the Term of the Lease;
- (v) have endorsed upon them all relevant rights and interests of the Landlord and any mortgagee of the Premises; and
- (vi) are on an occurrence, not a claim made, basis.

10.4. **Principal Contractor**

The Landlord appoints the Holder, and the Holder accepts the appointment, as principal contractor for the purposes of the *Work Health and Safety Act 2011* (NSW). The Landlord accepts that the Holder may, to the extent permitted by Law, appoint and require a building contractor to comply with the Work, Health and Safety requirements under the *Work Health and Safety Act 2011* (NSW) and its regulation.

10.5. **Maintenance of Records**

The Holder is responsible for maintaining the Holder's own records which are relevant to the construction of the Works, including any plans, drawings, reports, applications to and consents from any Authority, licences and certificates. The Holder must make these records available to the Landlord if requested.

10.6. **Indemnity and Release**

- (a) The Holder releases the Landlord and the Minister from any Claim for which the Holder is liable, or Loss incurred by the Holder that arises out of or in connection with any Works undertaken on or to the Premises.
- (b) In addition to any other indemnity in this Lease, the Holder indemnifies the Landlord and the Minister against all Claims for Loss, injury or death in connection with or as a consequence of activities undertaken on the Premises by the Holder, or the Holder's Invitees as a result of any Works undertaken on or to the Premises.
- (c) The release referred to in clause 10.6(b) and the indemnity referred to in clause 10.6(a) do not apply to the extent that the Loss, liability, injury or death is caused by the wilful negligence of the Landlord or the Minister.

11. **ENVIRONMENTAL OBLIGATIONS**

11.1. **Holder's inspection prior to Commencing Date**

The Holder acknowledges and agrees that:

- (a) prior to the Commencing Date the Holder had access to the Premises and an opportunity to investigate the environmental aspects of the Premises; and

- (b) neither the Minister nor the Landlord warrants or represents that the Premises is free of Contamination or Hazardous Building Materials.

11.2. No Contamination or Pollution

The Holder must not cause, exacerbate or permit any Pollution or Contamination of the Premises or the surrounding environment.

11.3. Comply with Environmental Protection Legislation

- (a) The Holder must comply with all Environmental Protection Legislation and any permit, approval, authority or licence issued pursuant to such Environmental Protection Legislation.
- (b) The Holder must comply with every Environmental Notice issued during the Term in respect of the Premises and ensure that copies are provided to the Landlord as soon as practicable after receiving them from the relevant Authority.

11.4. Notification of Pollution

In the event of a Pollution Incident or a breach or potential breach of Environmental Protection Legislation or an Environmental Notice relating to Pollution, the Holder must:

- (a) where the Pollution Incident causes or threatens Material Harm to the Environment, immediately notify the required Authorities in accordance with the Environmental Protection Legislation, and then notify the Landlord as soon as practicable; and
- (b) in all other situations, where the harm is not Material but in the reasonable opinion of the Holder is deemed substantial, the Holder must notify the Landlord as soon as practicable.

11.5. Notification of Contamination

If the Holder becomes aware of Contamination on the Premises, whether or not that Contamination was caused by the Holder:

- (a) the Holder must notify the Landlord as soon as practicable after becoming aware of the Contamination; and
- (b) the Landlord will perform an assessment of the requirements to notify Contamination to the required Authorities in accordance with the Environmental Protection Legislation.

11.6. Responsibility for Contamination

The Holder is responsible for all Contamination on the Premises that the Holder causes, exacerbates or fails to prevent.

11.7. Remediation of Contamination

The Holder must perform Remediation of Contamination for which the Holder is responsible (as defined in clause 11.6) and any other reasonable requirements of the Landlord to deal with that Contamination.

11.8. Indemnity and Release

- (a) The Holder releases the Landlord and the Minister from any Claim for which the Holder is liable, or Loss incurred by the Holder that arises out of or in connection with any Contamination or Pollution of the Premises.
- (b) In addition to any other indemnity in this Lease, the Holder indemnifies the Landlord and the Minister against all Claims for Loss, injury or death in connection with or as a consequence of activities undertaken on the Premises by the Holder, or the Holder's Invitees, that result in Contamination or Pollution of the Premises or the surrounding environment or a breach of this clause 11.
- (c) The release referred to in clause 11.8(b) and the indemnity referred to in clause 11.8(c) do not apply to the extent that the Loss, liability, injury or death is caused by the wilful negligence of the Landlord or the Minister.

11.9. No Hazardous Chemicals

The Holder must not use or store any Hazardous Chemicals in or around the Premises other than those directly required for the Permitted Use except with the written consent of the Landlord.

11.10. Hazardous Building Materials

The Holder acknowledges and agrees that the Holder:

- (a) must rely on the Holder's own enquires and inspections regarding Hazardous Building Material on or forming part of the Premises;
- (b) is responsible for the management of any Hazardous Building Materials on or forming part of the Premises; and
- (c) releases the Landlord and the Minister from any liability as to the presence of any Hazardous Building Materials on or forming part of the Premises.

12. MAINTENANCE AND REPAIR

12.1. Acknowledgement as to condition of Premises

- (a) The Holder acknowledges that as at the Commencing Date of this Lease, the Landlord has not inspected the Premises. The Holder accepts the Premises as is subject to all defects (latent or patent) and all dilapidation and infestation.

- (b) The Holder:
- (i) cannot terminate this Lease; or
 - (ii) make any Claim against the Landlord or the Minister; and
 - (iii) is not entitled to an abatement of the Base Rent or any other amount payable under this Lease,
- as a result of any defects (latent or patent) to the Premises, and the Holder indemnify and release the Landlord and the Minister in respect of any Claim as a result of any defects (latent or patent) to the Premises.

12.2. **Holder's Obligation to Maintain**

The Holder must, at the Holder's Cost subject to the terms of this Lease, maintain and repair (including repairs of a structural or capital nature) the Premises and the Holder's Fixtures in good repair and working condition subject to fair wear and tear.

12.3. **Acknowledgement regarding structural and capital works**

The Holder acknowledges that neither the Landlord nor the Minister is responsible or liable for any structural repair, maintenance or replacement of any part of the Premises, or any capital expenditure in respect of the Improvements, and that the Holder is wholly responsible and liable in respect of those matters.

12.4. **Interruption of Services**

The Holder:

- (a) cannot terminate this Lease; or
- (b) cannot make any Claim against the Landlord; and
- (c) is not entitled to an abatement of the Base Rent or any other amount payable under this Lease,

as a result of any failure to function properly (including an interruption by the Landlord for inspection or repairs) of the Services and facilities for the Premises including water, electricity and blockages of sewers and drains.

12.5. **Notice to Carry Out Work**

- (a) The Landlord may give the Holder a notice (**Works Notice**) requiring the Holder to carry out any work on or to the Premises or to the Holder's Fixtures that is necessary to ensure the Holder's obligations under this Lease are satisfied.
- (b) Where the Landlord seeks to enforce its rights under clause 12.5(a), the Landlord must provide twenty-five (25) Business Days' notice in writing to the Holder setting out the works to be undertaken by the Tenant and a reasonable period to comply with the Works Notice

(after 25 Business Days' notice) having regard to the nature of the works required to be undertaken by the Holder.

- (c) The Holder must, at the Holder's own Cost, promptly comply with each Works Notice.
- (d) Where the Holder disputes the Works Notice, such dispute is to be determined by an appropriate independent person who is:
 - (i) agreed between the Landlord and the Holder and appointed jointly by them; or
 - (ii) if they cannot agree, a member of a relevant professional body nominated (at the request of either the Landlord or the Holder) by the Property Council of Australia (from the division located in New South Wales).
- (e) The appointed person must act as an expert and not as an arbitrator and the determination is final and binding on the parties.

13. QUIET ENJOYMENT, ACCESS AND LANDLORD GENERAL RIGHTS

13.1. Quiet Enjoyment

The Holder may use and occupy the Premises during the Term without interference by or through the Landlord, subject to the Landlord's rights reserved under this Lease.

13.2. Access to and from the Premises

The Holder acknowledges and agrees that:

- (a) the Holder is responsible to arrange safe access to and from the Premises for the Holder and the Holder's Invitees; and
- (b) the Landlord is not liable or responsible in any way whatsoever to arrange or provide any access to the Premises.

13.3. Access by Landlord

The Holder must, upon receiving reasonable written notice from the Landlord and no earlier than one (1) month from the date of the notice, except in an emergency when no notice is required, give the Landlord or anyone authorised in writing by the Landlord (including but not limited to Barkandji Corporation) access to the Premises at any reasonable time for the purpose of:

- (a) inspecting the repair, condition or value of the Premises or the Holder's Fixtures or to determine if the Holder is in breach;
- (b) doing anything that the Landlord can or must do under this Lease or must do by Law (including but not limited to undertaking maintenance, repairs and reinstatement of any buildings, structures

or other improvements on the Premises including the Holder's Fixtures where the appointed person under clause 12.5(d) has determined that the Landlord is responsible to undertake);

- (c) undertaking surveys;
- (d) assisting in any emergency or for security or safety;
- (e) undertaking any environmental investigations, assessments and audits; and
- (f) to remedy a non-monetary breach of this Lease (including but not limited to undertaking maintenance, repairs and reinstatement of any buildings, structures or other improvements on the Premises including the Holder's Fixtures where the appointed person under clause 12.5(e) has determined that the Holder is responsible to undertake and the Holder has failed to undertake those works).

13.4. **Landlord's rights to remedy defaults**

- (a) If the Holder fails to comply with an obligation under this Lease, the Landlord may comply with that obligation as if the Landlord were the Holder and recover the Cost of complying with that obligation from the Holder. This clause does not affect the Landlord's other rights and remedies.
- (b) Prior to the Landlord exercising this right in clause 13.4(a) (except in the case of an emergency or perceived emergency where the Landlord will use its reasonable endeavours to notify the Holder), the Landlord will provide the Holder with written notice specifying the default, and requiring the Holder to remedy the default within a reasonable period to be specified in the notice, having regard to the nature, extent, duration, impact and any recurrence of the default.
- (c) The Landlord may with written notice, enter and remain on the Premises to do or effect anything referred to in clause 13.4(a) and the Holder must pay to the Landlord the Landlord's reasonable costs and expenses incurred or paid in doing or effecting that thing.

13.5. **Subdivision, Easements and Other Rights**

- (a) The Landlord may subdivide the Land in any configuration alone or together with any other land adjoining the Land and may grant, transfer or create any space, easement, licence or other right or restrictions benefitting or burdening the Land or dedicate any part of the Land in favour of any person, any nearby land or any Authority for any purpose including access, support or services, if required by any Laws or in the case of emergencies.
- (b) The Holder must, at the request of the Landlord, provide any consent or sign any document reasonably required by the Landlord to give effect to any right or arrangement granted or entered into by the Landlord under clause 13.5(a).

- (c) This Lease will be interpreted as being subject to any such right or arrangement granted or entered into by the Landlord under clause 13.5(a).

13.6. **Resumption**

If the Land or any part of it is resumed or acquired by any Authority, the Lease of the Premises forfeits on the date on which the Authority requires vacant possession. The Landlord is not liable to pay the Holder any compensation in this case. If only part of the Land is resumed or acquired then the a new lease may be entered into on similar terms to this Lease for the remaining part of the Land subject to consent of the parties and any relevant consent of the Minister.

13.7. **Existing easements and reservations**

- (a) The Holder's rights under this Lease (including the right to quiet enjoyment) are subject to:
 - (i) all easements over the Land including easements for services (including but not limited to electricity, water, drainage, internet), access and rights of way;
 - (ii) all reservations affecting the Land; and
 - (iii) any other restriction or encumbrance registered on the title to the Land prior to the registration of this Lease.
- (b) The Holder acknowledges and agrees that no fences can be erected that may impede the use of a reservation.

14. FIRST RIGHT OF REFUSAL, ASSIGNMENTS, SUBLEASES

14.1. **Additional Definitions**

Agreement to Purchase Form means the agreement to purchase form published on the Crown Lands website accepting the offer in the Intent to Sell Form or the Second Intent to Sell Form (as the case may be).

Intent to Sell Form means the intent to sell form published on the Crown Lands website and includes requirements to disclose to Barkandji Corporation the sale price, deposit, settlement period and any special conditions of the sale.

More Favourable Terms means:

- (a) a lower purchase price;
- (b) a longer or shorter settlement period;
- (c) a lesser deposit; or

- (d) any variation to the terms and conditions set out in the Intent to Sell Form.

Proposed Auction Form means the proposed sale form published on the Crown Lands website and includes requirements to disclose to Barkandji Corporation the time, date and place for auction and to provide a copy of the marketing draft contract for sale.

Relative means a spouse, parent, grandparent, brother, sister, uncle, aunt, nephew, niece, lineal descendent or adopted child of that person, or of that person's spouse or the spouse of any of those listed persons including beyond couples and children and their parents' by treating any couple (whether of the same sex or different sexes) as a married couple and treating any child as a natural child and any grandparent, parent, sibling, child, grandchild, niece, nephew, uncle or aunt as either related by blood or adoption.

Second Intent to Sell Form means the second intent to sell form published on the Crown Lands website and includes requirements to disclose to Barkandji Corporation the sale price, settlement period and any special conditions of the sale.

14.2. **First Right of Refusal Triggers**

The Holder must not, without first obtaining the prior written consent of the Landlord and complying with the provisions of this clause 14:

- (a) assign, licence, sublease, sell (either by expression of interest, public auction or private treaty), transfer or otherwise part with possession of the Holder's interest in this Lease; or
- (b) effect a change of Control of the corporation where the Holder is a corporation; or
- (c) alter the Control of the trust where the Holder is a trustee; or
- (d) propose any other dealing or action which would result in a third party occupying the Premises,

("each a **First Right of Refusal Trigger**").

14.3. **Exceptions to the First Right of Refusal Triggers**

- (a) Where the Holder proposes to assign, licence, sublease, sell, transfer or otherwise part with possession of the Holder's interest in this Lease in the following circumstances a First Right of Refusal Trigger **will not apply**:
 - (i) where the proposed transferee/assignee/licensee/sublessee is a Relative; or
 - (ii) where the proposed transferee/assignee/licensee/sublessee is a beneficiary of the Holder's deceased estate; or

- (iii) where the Holder propose to licence this Lease for the purposes of short term rental accommodation arrangements within the meaning of section 54A of the Fair Trading Act 1987 (NSW),

(“each a **First Right of Refusal Exceptions**”).

- (b) Where a First Right of Refusal Exception takes place, the Holder is only required to comply with the conditions contained in clause 14.10 (Standard Assignment and Subleasing Provisions).

14.4. **First Right of Refusal – Notice to Barkandji Corporation**

- (a) Prior to a First Right of Refusal Trigger taking place, the Holder must first give Barkandji Corporation and the Landlord twenty (20) Business Days prior written notice in the form of the Intent to Sell Form offering to sell the Holder’s interest in the Lease to Barkandji Corporation on terms and conditions acceptable to the Holder;
- (b) if after twenty (20) Business Days of service of the Intent to Sell Form to Barkandji Corporation and the Landlord, the Holder:
 - (i) **has** received an Agreement to Purchase Form from Barkandji Corporation then the Holder must dispose of the Holder’s interest in this Lease to Barkandji Corporation in accordance with clause 14.7; or
 - (ii) **has not** received an Agreement to Purchase Form from Barkandji Corporation then the Holder may dispose of the Holder’s interest in this Lease subject to the conditions contained in clause 14.8.

14.5. **First Right of Refusal – Notice of Public Auction**

Where the Holder proposes to sell the Holder’s interest in this Lease by public auction, the Holder is required to give Barkandji Corporation and the Landlord fifteen (15) Business Days prior written notice in the form of the Proposed Auction Form inviting Barkandji Corporation to attend the public auction and the Property and Stock Agents Legislation will apply (see regulation 18 of the Property and Stock Agents Regulation 2022 (NSW)).

14.6. **First Right of Refusal – Unsolicited Offer**

- (a) Where the Holder receives an unsolicited offer to purchase the Holder’s interest in this Lease and those terms and conditions are acceptable to the Holder, the Holder must prior to accepting that offer, give Barkandji Corporation and the Landlord twenty (20) Business Days prior written notice in the form of the Intent to Sell Form offering to sell the Holder’s interest in this Lease on those identical terms and conditions;
- (b) if after twenty (20) Business Days of service of the Intent to Sell Form to Barkandji Corporation and the Landlord, the Holder:

- (i) **has** received an Agreement to Purchase Form from Barkandji Corporation then the Holder must dispose of the Holder's interest in this Lease to Barkandji Corporation in accordance with clause 14.7; or
- (ii) **has not** received an Agreement to Purchase Form from Barkandji Corporation then the Holder **may** dispose of the Holder's interest in this Lease to the same person or entity that submitted the unsolicited proposal subject to compliance with the conditions contained in clause 14.8.

14.7. First Right of Refusal – Agreement to Purchase

Where the Holder **has** received an Agreement to Purchase Form from Barkandji Corporation then the Holder must transfer the Holder's interest in the Lease to Barkandji Corporation in accordance with the terms of the Intent to Sell Form.

14.8. First Right of Refusal – No Agreement to Purchase

Where the Holder **has not** received an Agreement to Purchase Form from Barkandji Corporation then the Holder may dispose of the Holder's interest in this Lease subject to the following conditions:

- (a) the Holder must not dispose of the Holder's interest in the Lease to any other person or entity whatsoever on More Favourable Terms than those contained in the Intent to Sell Form; and
- (b) the Holder must comply with the conditions under clause 14.10 (Standard Assignment and Sublease Provisions).

14.9. First Right of Refusal – More Favourable Terms

Where the Holder is willing to accept More Favourable Terms than the terms and conditions offered to Barkandji Corporation under clause 14.4(a) or 14.6(a) the Holder must re-offer those More Favourable Terms to Barkandji Corporation in accordance with the conditions set out in clauses 14.4 and 14.6. For the avoidance of doubt, this clause does not apply in circumstances where the Holder proposes to sell the Holder's interest in this Lease by public auction (see clause 14.5).

14.10. Standard Assignment and Sublease Provisions

Consent to any proposed assignment, transfer or sublease (as the case may be) is subject to satisfaction of the following conditions:

- (a) the Holder must not be in breach of this Lease;
- (b) the Holder must have complied with clauses 14.1 to 14.9 (inclusive) as applicable;
- (c) the Holder must show to the satisfaction of the Landlord that the

proposed new tenant or sub-tenant:

- (i) in the case of a sublease:
 - (A) is respectable, responsible and financially sound;
 - (B) will, in the Landlord's reasonable opinion, be able to fulfill the Holder's obligations under this Lease;
 - (C) the new tenant or sub-tenant's proposed occupation and business would involve no higher security risk or loss of amenity within the Premises than the Holder's occupation; and
 - (D) is shown to the satisfaction of the Landlord to be capable of adequately carrying on the obligations contained in the Lease.
- (ii) in the case of an assignment:
 - (A) is respectable, responsible and financially sound;
 - (B) will, in the Landlord's reasonable opinion, be able to fulfill the Holder's obligations under this Lease; and
 - (C) the new tenant's proposed occupation would involve no higher security risk or loss of amenity within the Premises than the Holder's occupation.
- (d) the proposed new tenant or sub-tenant signs a deed in a form reasonably required by the Landlord which includes provisions that the incoming tenant or sub-tenant:
 - (i) if a new tenant (in the case of assignment), will comply with all of the Holder's obligations under this Lease on and from the date of assignment; or
 - (ii) if a sub-tenant (in the case of a sublease):
 - (A) will not cause or contribute to a breach of this Lease;
 - (B) will comply with the terms of this Lease in so far as they affect the subleased premises;
 - (C) will only use the subleased premises for the Permitted Use; and
 - (D) acknowledges that the sublease will end automatically without any liability to the Landlord if this Lease ends for any reason;
- (e) the Holder pay to the Landlord, upon written notice, the Landlord's reasonable costs (including legal costs) and disbursements of and

incidental to any proposed dealing under this clause 14.10, even if the Holder (or the other party) does not comply with those clauses or if the proposed dealing does not proceed; and

- (f) the Holder and the proposed new tenant or sub-tenant complies with any other conditions of consent required by the Landlord acting reasonably.

14.11. **Change of Control**

- (a) Where the Holder is a corporation (other than a listed public company), a change in shareholding (including any variation in the beneficial ownership of the shares) of the Holder or the Holder's holding company (unless the holding company is a listed public company) that gives Control to a different person or group of persons will be deemed to be an assignment of this Lease with the proposed new shareholders, beneficial owners or management treated as the proposed new tenant, and the Holder must have complied with clauses 14.1 – 14.9 (inclusive) as applicable, provided that the Holder is not in breach of this Lease.
- (b) Where the Holder is a trustee other than a trustee of a unit trust listed on an Australian Stock Exchange, any change in the beneficiaries of the trust, the appointer or other similar position effectively altering the control of the trust to a different person or group of persons will be deemed to be an assignment of this Lease with the proposed new beneficiaries, appointer or other person treated as the proposed new lessee, and the Holder must have complied with clauses 14.1 – 14.9 (inclusive) as applicable, provided that the Holder is not in breach of this Lease.

14.12. **Change of Landlord**

If the Landlord transfers its interest in the Land or grants a concurrent lease over the Land:

- (a) the Holder must within 21 days from the Landlord's request:
 - (i) enter into any documents the Landlord may reasonably require to enable the transferee or landlord in its name to enforce the benefit of the Holder's obligations under this Lease; and
 - (ii) vary this Lease to include the trust or other limitation of liability clause required by the transferee or Landlord.
- (b) On transfer of the Land, the Landlord will be released from its obligations arising after it ceases to be Landlord.

15. RELEASE AND INDEMNITY

15.1. **Assumption of Risk by the Holder**

Any act, matter or thing which the Holder is obliged, required or permitted

to do or effect under this Lease (including without limitation, reading and acting on the Risk Warning in clause 1, the signing of this Lease or the carrying out of any Works), the Holder's Fixtures and the use and occupation of the Premises by the Holder is all at the Holder's sole risk, Cost and expense (including that a Law or Requirement of an Authority may affect the use or occupation of the Premises). The Holder takes the Premises and will be subject to the same responsibilities in regard to persons, property and otherwise in respect of the Premises to which the Holder would be subject as if the Holder was the owner of freehold of the Land.

15.2. **Release and Indemnity**

For the purposes of this clause "Landlord" includes the Minister and the employees, agents or contractors of the Landlord and the Minister. The Holder cannot make a Claim against the Landlord. The Holder releases and indemnifies (to the fullest extent permitted by Law) the Landlord from and against all Claims, including (but not limited to) claims for breach of statutory duty, Loss, injury or death which:

- (a) occurs on or around the Premises;
- (b) occurs from access to and from the Premises;
- (c) arises from the use of the Premises by the Holder or the Holder's Invitees;
- (d) occurs in connection with any Works undertaken by or on behalf of the Holder or the Holder's Invitees on or from the Premises (whether or not approved by the Landlord);
- (e) occurs in connection with any action, payment or works by the Landlord in remedying any breach of this Lease by the Holder;
- (f) arises from the use of the Services in the Premises;
- (g) arises from the overflow or leakage of water from or into the Premises; or
- (h) arises from any act, default, misconduct, neglect, negligence or omission of any kind by the Holder or the Holder's Invitees,

except to the extent that it is caused by the wilful negligence of the Landlord. The indemnity in this clause applies notwithstanding that this Lease authorised or required the Holder to undertake or perform the activity giving rise to any Claim for injury, Loss or damage.

15.3. **No Landlord Liability**

The Holder expressly agrees that the Landlord will have no responsibility or liability for any loss of or damage to the Premises, the Holder's Fixtures or personal property.

15.4. **Continuing Obligation**

The Holder expressly agrees that the Holder's obligations under this clause 15 continue after determination of this Lease in respect of any act, deed, matter or thing occurring before such determination.

15.5. **Continuation of indemnities**

The indemnities contained in this Lease apply after the end of this Lease in respect of any act occurring before the end of this Lease. The indemnities apply notwithstanding that the Landlord or the Minister or the terms of the Lease authorised or required the Holder to undertake or perform the activity giving rise to the Claim.

15.6. **No Liability**

The Holder must not by any act, matter, deed, failure or omission cause or permit to be imposed on the Minister or the Landlord any of the Holder's liability under or by virtue of this Lease.

16. DAMAGE OR DESTRUCTION

16.1. **Obligation to reinstate**

- (a) If the Premises or the Holder's Fixtures are destroyed or damaged at any time during the Term so that they are unfit or substantially unfit for the Holder to use or are inaccessible or substantially inaccessible, the Holder may elect to either:
- (i) within a reasonable period of time having regard to the nature and extent of the damage or destruction;
 - (A) promptly reinstate, rebuild or repair the Premises and the Holder's Fixtures to nearly as possible the design immediately prior to the damage or destruction (or such other different design as the Landlord may reasonably approve) and to at least the standard they were required to be in prior to the damage or destruction, with such modification as approved by the Landlord, acting reasonably; and
 - (B) obtain all necessary Approvals for undertaking and completing the Works including complying with the Holder's obligations under clauses 9 and 10, or
 - (ii) at the Holder's written request surrender the Lease back to the Landlord for no consideration, in which case the Lease will be at an end and each party releases the other from their obligations under this Lease except Claims and Losses arising from a prior breach of this Lease which continue unless otherwise agreed in writing by the parties.
- (b) Where the Holder elects to reinstate the Premises in accordance

with clause 16.1(a)(i) the Holder must:

- (i) continue to pay all payments under this Lease for the period during which the Premises is unfit or substantially unfit for the Holder to use or are inaccessible or substantially inaccessible, unless and to the extent any damage or destruction is caused by the Landlord, its employees, agents or contractors.
- (ii) having regard to the extent of damage or destruction, continue to perform and comply with the Holder's obligations under this Lease.
- (c) For the avoidance of doubt, nothing in this Lease obligates the Landlord to reinstate the Premises or the means of access to the Premises on behalf of the Holder.

17. DEFAULT

17.1. Crown Land Management Act

The Holder expressly acknowledges that:

- (a) while the Land is Crown land, this Lease is a holding under the Crown Land Management Act, and the Minister has the rights and powers specified under the Crown Land Management Act including the right to withdraw a holding under section 7.8;
- (b) this Lease may be forfeited pursuant to the provisions of section 7.9 of the Crown Land Management Act, and the provisions of Division 7.4 will apply, in the circumstances set out in that section, including where:
 - (i) the Holder contravenes a provision of the Crown Land Management Act or another act applying to this Lease;
 - (ii) the Holder contravenes a condition of this Lease;
 - (iii) the Holder fails to make a payment due under the Crown Land Management Act, the Crown Land Management Regulations or this Lease within 3 months of that payment becoming due;
 - (iv) the Holder gives up or part with possession of all or part of the Premises, except as authorised by the Crown Land Management Act, Crown Land Management Regulations or this Lease; or
 - (v) the Lease otherwise becomes subject to forfeiture under the Crown Land Management Act.
- (c) the Holder has the right under section 7.13 of the Crown Management Land Act to appeal to the Land and Environment Court against any declaration of forfeiture made by the Landlord.

- (d) nothing in this Lease fetters, restricts or affects the Minister's discretion as to the use of the Minister's statutory powers.
- (e) pursuant to the provisions of section 12.14 of the Crown Land Management Act, the forfeiture or termination of this Lease, does not operate to extinguish any debt due to the Landlord in respect of the Lease unless the Minister approves its extinguishment in writing.
- (f) the Landlord may enforce its rights to recover any debt due by the Holder under this Lease in accordance with Division 12.3 of the Crown Land Management Act.

17.2. **Disclosure**

To the extent permitted by Law, the Holder acknowledges that the Landlord may disclose items of the Holder's personal information to a debt collector (including without limitation, Revenue NSW) for the purposes of collecting any overdue amounts payable by the Holder under this Lease. The information that may be disclosed for the purposes of this clause 17.2 includes, without limitation, identifying information about the Holder, information about overdue payments and information in respect of court judgments and bankruptcy orders in relation to the Holder.

17.3. **Waiver**

- (a) A provision or a right created under this Lease may not be waived or varied except in writing signed by the party to be bound.
- (b) The Landlord's failure to take advantage of any default or breach of covenant on the Holder's part will not be construed as a waiver of it, nor will any custom or practice which may grow between any of the parties in the course of administering this Lease be construed to waive or to lessen the right of the Landlord to insist upon the timely performance or observance by the Holder of any covenant or condition of this Lease or to exercise any rights given to the Landlord in respect of any such default.
- (c) A waiver by the Landlord of a particular breach or default will not be deemed to be a waiver of the same or any other subsequent breach or default.
- (d) The demand by the Landlord for, or subsequent acceptance by or on behalf of the Landlord of Base Rent or any other moneys payable under this Lease will not constitute a waiver of any earlier breach by the Holder of any covenant or condition of this Lease, other than the Holder's failure to make the particular payment or payments of Base Rent or other moneys so accepted, regardless of the Landlord's knowledge of any earlier breach at the time of acceptance of such Base Rent or other moneys.
- (e) Money tendered by the Holder and accepted by the Landlord may be applied to any outstanding debts in relation to the Holder's obligations under this Lease in the manner the Landlord decides.

17.4. Landlord may Rectify

The Landlord may remedy at any time, with prior written notice, any breach of this Lease by the Holder as the Holder's agent and at the Holder's risk. The Holder must pay on demand all reasonable costs incurred by the Landlord in remedying any breach of this Lease by the Holder.

18. HOLDER'S OBLIGATIONS ON EXPIRY OR FORFEITURE

18.1. Holder to Yield Up and Remove Property

When this Lease ends the Holder must, unless otherwise agreed in writing:

- (a) vacate the Premises;
- (b) remove at the Holder's expense any items of personal property and repair any damage caused by removal;
- (c) thoroughly clean the Premises and the Holder's Fixtures and remove all rubbish, waste and materials brought onto or left in or about the Premises;
- (d) undertake any Remediation of any Contamination of the Premises;
- (e) ensure the obligations under clause 11 (environmental obligations) and 12 (maintenance and repair) at the end of the Lease are completed; and
- (f) return to the Landlord all copies of keys and other mechanisms of access to the Premises.

18.2. Ownership of Improvements when Lease ends

In accordance with section 7.16 of the Crown Land Management Act, when this Lease ends the parties acknowledge and agree that:

- (a) all Improvements become the property of the Landlord;
- (b) no compensation is payable for the Improvements;
- (c) the Landlord may, within two (2) years after the Lease ends, require the Holder:
 - (i) to remove any Improvement made or owned by the Holder or a previous holder; and
 - (ii) to make good any damage done to the Land because of the removal of the Improvement (including damage to other Improvements that were not required to be removed).

- (d) If an Improvement is removed by the Holder when required by the Landlord, the Landlord ceases to have (and is taken never to have had) any right to those Improvements.
- (e) If the Holder does not comply with a requirement of the Landlord to remove an Improvement, the Landlord may direct any government sector employees, contractors or other agents to enter the Land and remove the Improvement (provided that the person does not enter any part of a structure used only for residential purposes except with the consent of the Holder).
- (f) The Landlord may recover the cost of removing an Improvement and making good any damage to the Land (including to other Improvements) from the Holder in any court of competent jurisdiction as a debt due by that person to the Landlord.

18.3. Holder's Obligation to Continue to Pay Rent

If, upon determination of this Lease, the Holder has not performed and observed all of the Holder's obligations under this Lease, the Holder must continue to pay the Base Rent and all other money payable under this Lease until the Holder has performed and observed all of the Holder's obligations to the satisfaction of the Landlord or the failure has been rectified by the Landlord.

19. NO CAVEAT

The Holder must not lodge a caveat on any title to the Land or allow a caveat lodged by a person claiming through the Holder to be lodged against or remain on any title to the Land.

20. LEASE EXHIBIT

The Holder and the Landlord acknowledge and agree that the Lease Exhibit forms part of the Premises the terms and conditions of this Lease are deemed to apply to area identified in the Lease Exhibit by this clause.

CROWN LAND MANAGEMENT ACT 2016

NOTICE - CROWN LAND TO BE USED OR OCCUPIED FOR OTHER PURPOSE UNDER S 2.18(2)(b)

Pursuant to section 2.18(2)(b) of the Crown Land Management Act 2016, the Crown land specified in Column 2 of the following Schedule is proposed to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the following Schedule.

The Hon. Stephen Kamper MP
Minister for Lands and Property

Schedule

Column 1

Access (relevant interest - Licence 673159)
Access (relevant interest - Licence 673160)
Access (relevant interest - Licence 673161)

Column 2

Reserve No. 88220
Public Purpose: Travelling Stock
Notified: 30-Apr-1971
File Reference: R88220/PURP001/001

Schedule

Column 1

Communication Facilities (relevant interest - Licence 673182)
Access (relevant interest - Licence 673182)
Communication Facilities (relevant interest - Licence 673184)
Access (relevant interest - Licence 673184)
Communication Facilities (relevant interest - Licence 673186)
Access (relevant interest - Licence 673186)

Column 2

Reserve No. 44124
Public Purpose: Trigonometrical Purposes
Notified: 14-Jul-1909
File Reference: R44124/PURP001/001

Schedule

Column 1

Communication Facilities (relevant interest - Licence 673197)
Access (relevant interest - Licence 673197)
Communication Facilities (relevant interest - Licence 673198)
Access (relevant interest - Licence 673198)
Communication Facilities (relevant interest - Licence 673200)
Access (relevant interest - Licence 673200)

Column 2

Reserve No. 91141
Public Purpose: Public Recreation
Notified: 19-May-1978
File Reference: R91141/PURP001/001

Schedule

Column 1

Communication Facilities (relevant interest - Licence 673232)
Access (relevant interest - Licence 673232)
Communication Facilities (relevant interest - Licence 673233)
Access (relevant interest - Licence 673233)
Communication Facilities (relevant interest - Licence 673234)
Access (relevant interest - Licence 673234)

Column 2

Reserve No. 1388
Public Purpose: Trigonometrical Purposes
Notified: 18-Dec-1882
File Reference: R1388/PURP002/001

Schedule

Column 1

Communication Facilities (relevant interest - Licence 673243)
Access (relevant interest - Licence 673243)
Communication Facilities (relevant interest - Licence 673244)
Access (relevant interest - Licence 673244)

Column 2

Reserve No. 24689
Public Purpose: Public Recreation
Notified: 29-Aug-1896
File Reference: R24689/PURP002/001

Schedule

Column 1

Access (relevant interest - Licence 673247)
Access (relevant interest - Licence 673249)

Column 2

Reserve No. 81880
Public Purpose: Public Recreation
Notified: 21-Aug-1959
File Reference: R81880/PURP001/001

Schedule

Column 1

Communication Facilities (relevant interest - Licence 673231)
Access (relevant interest - Licence 673231)

Column 2

Reserve No. 446
Public Purpose: Travelling Stock
Notified: 5-Apr-1880
File Reference: R446 (1003378)/PURP003/001

Schedule

Column 1

Communication Facilities (relevant interest - Licence 673175)
Access (relevant interest - Licence 673175)

Column 2

Reserve No. 755474
Public Purpose: Future Public Requirements
Notified: 29-Jun-2007
File Reference: R755474/PURP002/001

Schedule

Column 1

Communication Facilities (relevant interest - Licence 673176)
Access (relevant interest - Licence 673176)

Column 2

Reserve No. 755474
Public Purpose: Future Public Requirements
Notified: 29-Jun-2007
File Reference: R755474/PURP003/001

Schedule

Column 1

Communication Facilities (relevant interest - Licence 673247)
Access (relevant interest - Licence 673247)
Communication Facilities (relevant interest - Licence 673249)
Access (relevant interest - Licence 673249)

Column 2

Dedication No. 530035
Public Purpose: Public Recreation
Notified: 25-Oct-1892
File Reference: R530035/PURP002/001

CROWN LAND MANAGEMENT ACT 2016
NOTICE - CROWN LAND TO BE USED OR OCCUPIED FOR OTHER PURPOSE UNDER S 2.18(2)(b)

Pursuant to section 2.18(2)(b) of the Crown Land Management Act 2016, the Crown land specified in Column 2 of the following Schedule is proposed to be used or occupied under a relevant interest granted for the purpose(s) specified in Column 1 of the following Schedule.

The Hon. Stephen Kamper MP
Minister for Lands and Property

| Column 1 | Schedule | Column 2 |
|--|-----------------|-------------------------------------|
| Berthing Area (relevant interest - Licence 631103) | | Reserve No. 56146 |
| Jetty (relevant interest - Licence 631103) | | Public Purpose: Generally |
| Reclamation (relevant interest - Licence 631103) | | Notified: 11-May-1923 |
| Seawall (relevant interest - Licence 631103) | | File Reference: R56146/PURP1219/001 |

| Column 1 | Schedule | Column 2 |
|--|-----------------|--|
| Berthing Area (relevant interest - Licence 631103) | | Reserve No. 1011268 |
| Jetty (relevant interest - Licence 631103) | | Public Purpose: Future Public Requirements |
| Reclamation (relevant interest - Licence 631103) | | Notified: 3-Feb-2006 |
| Seawall (relevant interest - Licence 631103) | | File Reference: R1011268/PURP1315/001 |

| Column 1 | Schedule | Column 2 |
|--|-----------------|-------------------------------------|
| Berthing Area (relevant interest - Licence 597839) | | Reserve No. 56146 |
| Jetty (relevant interest - Licence 597839) | | Public Purpose: Generally |
| Piles (relevant interest - Licence 597839) | | Notified: 11-May-1923 |
| Pontoon (relevant interest - Licence 597839) | | File Reference: R56146/PURP1220/001 |
| Ramp (relevant interest - Licence 597839) | | |
| Reclamation (relevant interest - Licence 597839) | | |
| Residence (relevant interest - Licence 597839) | | |
| Seawall (relevant interest - Licence 597839) | | |

| Column 1 | Schedule | Column 2 |
|--|-----------------|--|
| Berthing Area (relevant interest - Licence 597839) | | Reserve No. 1011268 |
| Jetty (relevant interest - Licence 597839) | | Public Purpose: Future Public Requirements |
| Piles (relevant interest - Licence 597839) | | Notified: 3-Feb-2006 |
| Pontoon (relevant interest - Licence 597839) | | File Reference: R1011268/PURP1316/001 |
| Ramp (relevant interest - Licence 597839) | | |
| Reclamation (relevant interest - Licence 597839) | | |
| Residence (relevant interest - Licence 597839) | | |
| Seawall (relevant interest - Licence 597839) | | |

**CROWN LAND MANAGEMENT ACT 2016
ADDITION TO RESERVED CROWN LAND**

Pursuant to section 2.9 of the *Crown Land Management Act 2016*, the Crown land specified in Column 1 of the following Schedule is added to the reserved land specified opposite in Column 2 of the Schedule.

The Hon. Stephen Kamper MP
Minister for Lands and Property

Schedule

Column 1

Land District: Blayney
Local Government Area: Blayney
Locality: Carcoar

Whole Lots: Lots 2-3 DP 595566
Parish Shaw
County Bathurst
Area: about 3,949.2 square metres

File Reference: R1040034/UPD001/001

Notes: Does not revoke underlying reserves

Column 2

Reserve No. 1040034
Public Purpose: Public Recreation, Showground
Notified: 8-Apr-2022

Whole Lots: Lots 9-10 DP 1138533
Parish Shaw
County Bathurst

New Area: about 6,511.2 square metres

DECLARATION OF LAND TO BE CROWN LAND

Pursuant to section 4.4 of the *Crown Land Management Act 2016*, the Minister for Lands and Property declares that the land specified hereunder is to be Crown Land.

The Hon Stephen Kamper, MP
Minister for Lands and Property

Land District – Blayney
Local Government Area – Blayney
Parish – Shaw, County – Bathurst

Lots 2 & 3 DP 595566 at Carcoar.

CROWN LAND MANAGEMENT ACT 2016
APPOINTMENT OF STATUTORY LAND MANAGER BOARD MEMBERS

Pursuant to clause 4(1) of Schedule 5 to the *Crown Land Management Act 2016*, the persons specified in Column 1 of the Schedule hereunder are appointed, for the terms of office specified in that Column, as board members for the statutory land manager specified opposite in Column 2, which has been appointed as Crown land manager of the land referred to in Column 3 of the Schedule. It is a condition of the appointment that the board member must comply with the Department of Planning, Housing and Infrastructure - Crown Lands *Crown reserve code of conduct: For non-council Crown land managers and commons trusts* (as may be amended or replaced from time to time).

The Hon. Stephen Kamper MP
Minister for Lands and Property

| <hr/> Schedule <hr/> | | |
|---|--|---|
| Column 1 | Column 2 | Column 3 |
| Mr Stanley Coates (re-appointment) | Tarcutta Racecourse Recreation Reserve Land Manager | Reserve No. 41935 Purpose: Racecourse Public Recreation Notified: 21-Aug-1907 |
| Mr Dan Lustenberger | | |
| Mr Alex Croker | | |
| Mrs Leonie Elaine Belling (re-appointment) | | File Reference: SLM/APP936/001 |
| Desmond John Castine | | |
| Mr Brayden Winnel | | |

For a term commencing date of this notice
and expiring 24-Oct-2029

CROWN LAND MANAGEMENT ACT 2016
APPOINTMENT OF STATUTORY LAND MANAGER BOARD MEMBERS

Pursuant to clause 4(1) of Schedule 5 to the *Crown Land Management Act 2016*, the persons specified in Column 1 of the Schedule hereunder are appointed, for the terms of office specified in that Column, as board members for the statutory land manager specified opposite in Column 2, which has been appointed as Crown land manager of the land referred to in Column 3 of the Schedule. It is a condition of the appointment that the board member must comply with the Department of Planning, Housing and Infrastructure - Crown Lands *Crown reserve code of conduct: For non-council Crown land managers and commons trusts* (as may be amended or replaced from time to time).

The Hon. Stephen Kamper MP
Minister for Lands and Property

| <hr/> Schedule <hr/> | | |
|--|--|--|
| Column 1 | Column 2 | Column 3 |
| Mr Myles Holloway | Katandra Bushland Sanctuary (R86487) Reserve Land Manager | Reserve No. 86487 Purpose: Promotion Of The Study And The Preservation Of Native Flora And Fauna Notified: 27-Oct-1967 |
| Mr David Charles Seymour (re-appointment) | | |
| Mr Antony Westwood | | |
| Mr Peter Kenneth Hammond (re-appointment) | | File Reference: SLM/APP938/001 |
| Ms Marita MacRae (re-appointment) | | |

For a term commencing date of this notice
and expiring 24-Oct-2029

CROWN LAND MANAGEMENT ACT 2016
APPOINTMENT OF STATUTORY LAND MANAGER BOARD MEMBERS

Pursuant to clause 4(1) of Schedule 5 to the *Crown Land Management Act 2016*, the persons specified in Column 1 of the Schedule hereunder are appointed, for the terms of office specified in that Column, as board members for the statutory land manager specified opposite in Column 2, which has been appointed as Crown land manager of the land referred to in Column 3 of the Schedule. It is a condition of the appointment that the board member must comply with the Department of Planning, Housing and Infrastructure - Crown Lands *Crown reserve code of conduct: For non-council Crown land managers and commons trusts* (as may be amended or replaced from time to time).

The Hon. Stephen Kamper MP
Minister for Lands and Property

| Schedule | | |
|---|--|---|
| Column 1 | Column 2 | Column 3 |
| Mrs Jenni Maree Buckley (re-appointment) | Eurunderee Public Recreation Reserve Land Manager | Reserve No. 88830 Purpose: Public Recreation Notified: 26-Jan-1973 |
| Miss Kylie Manson | | |
| Ms Helen Ruth Harwood (re-appointment) | | File Reference: SLM/APP940/001 |
| For a term commencing date of this notice and expiring 24-Oct-2029 | | |

CROWN LAND MANAGEMENT ACT 2016
APPOINTMENT OF STATUTORY LAND MANAGER BOARD MEMBERS

Pursuant to clause 4(1) of Schedule 5 to the *Crown Land Management Act 2016*, the persons specified in Column 1 of the Schedule hereunder are appointed, for the terms of office specified in that Column, as board members for the statutory land manager specified opposite in Column 2, which has been appointed as Crown land manager of the land referred to in Column 3 of the Schedule. It is a condition of the appointment that the board member must comply with the Department of Planning, Housing and Infrastructure - Crown Lands *Crown reserve code of conduct: For non-council Crown land managers and commons trusts* (as may be amended or replaced from time to time).

The Hon. Stephen Kamper MP
Minister for Lands and Property

| Schedule | | |
|--|--|---|
| Column 1 | Column 2 | Column 3 |
| Miss Emma Maree Whalan (re-appointment) | The Reefs Recreation Reserve Land Manager | Reserve No. 90827 Purpose: Public Recreation Notified: 15-Jul-1977 |
| Mr George William Whalan (re-appointment) | | File Reference: SLM/APP966/001 |
| Gwendoline Heather Graf | | |
| Miss Danielle Doff | | |
| For a term commencing 1-Nov-2024 and expiring 31-Oct-2029 | | |

CROWN LAND MANAGEMENT ACT 2016
APPOINTMENT OF STATUTORY LAND MANAGER BOARD MEMBERS

Pursuant to clause 4(1) of Schedule 5 to the *Crown Land Management Act 2016*, the persons specified in Column 1 of the Schedule hereunder are appointed, for the terms of office specified in that Column, as board members for the statutory land manager specified opposite in Column 2, which has been appointed as Crown land manager of the land referred to in Column 3 of the Schedule. It is a condition of the appointment that the board member must comply with the Department of Planning, Housing and Infrastructure - Crown Lands *Crown reserve code of conduct: For non-council Crown land managers and commons trusts* (as may be amended or replaced from time to time).

The Hon. Stephen Kamper MP
Minister for Lands and Property

| <hr/> Schedule <hr/> | | |
|--|--|--|
| Column 1 | Column 2 | Column 3 |
| Mrs Victoria Cameron | Swan Vale Recreation Reserve Land Manager | Reserve No. 80092 Purpose: Public Recreation Camping Notified: 25-Oct-1957 |
| Ms Leanne Thompson (re-appointment) | | |
| Mr Ross William Thompson (re-appointment) | | File Reference: SLM/APP982/001 |
| For a term commencing 1-Dec-2024 and expiring 30-Nov-2029 | | |
