

18 February 2022

Our Ref: 21-649
Your Ref: CA 2022/4621/1

Chief Executive Officer

Douglas Shire Council
PO Box 723
MOSSMAN QLD 4873

Attention: Jenny Elphinstone – Senior Planning Officer (Jenny.Elphinstone@douglas.qld.gov.au)

Dear Jenny,

RE: RESPONSE TO INFORMATION REQUEST FOR A MATERIAL CHANGE OF USE FOR INTENSIVE HORTICULTURE (PLANT NURSERY AND ANCILLARY OPERATIONS) OVER LAND LOCATED AT 1506 CAPE TRIBULATION ROAD, COW BAY.

We refer to the application submitted on behalf of Rainforest Rescue (the 'Applicant') in respect of this land and the continued assessment by Douglas Shire Council. Urban Sync are assisting the applicant in continuing works associated with the assessment by Council officers and guiding the project team in relation to the assessment benchmarks.

This submission seeks to address Council's Information Request issued on 15 February 2022.

In support of this request, we provide the following supporting documentation:

- Amended Plans as **Attachment 1**; and
- Lease Documents as **Attachment 2**.

Urban Sync confirm that in accordance with s68(1) of the *Planning Act 2016* and in dealing with Part 3, s13.2(a) of the Development Assessment Rules the above outlines a response to all the information requested by Council Officers and we request that the Council consider their assessment through to completion.

Where relevant, this response to Council's correspondence refers to the 'common material' submitted with the development application and other relevant planning criteria and regulation both at the Local/State Level.

I INFORMATION REQUEST ITEMS

Lease Agreement:

1. "Please provide evidence that the development as envisaged would not be achieved in less than 10 years."

Applicant's Response:

Rainforest Rescue have advised that:

"Rainforest Rescue has budgeted in excess of \$500,000 to establish this nursery. The nursery needs to function for about 25 years to justify this large expenditure and also to produce what we regard as the urgent need for restoring forest during that 25-year period. Currently, through all locally existing native plant nurseries (including the DSC nursery) about 50,000 seedlings are produced annually. This is woefully short of what is actually needed to fulfil current demand, let alone the projected future demand."

The world is heading towards zero carbon emissions by 2050 and the Douglas Shire needs to be part of the solution. Rainforest Rescue plans to produce over 3,500,000 trees over that 25-year period, many of them being funded through carbon sequestration and biodiversity offsets”.

The development will seek to produce 75,000 plants in the first year and 150,000 each year after once fully operational to accommodate the demand required for large scale regeneration projects that are already currently in the works in the local area (North of the Daintree River along Cape Tribulation Road and the Upper Daintree Valley). Once the Nursery is operational, and the exact turnover of plants and operation of the nursery is fully understood, additional projects will be coordinated and the development will seek to continue to regenerate areas of the Daintree Rainforest for as long as it takes.

In order to progress with certainty both the landowner and the proponent require a lease arrangement that involves a period of greater than 10 years. Suggestion that this project is an approach by means of subdividing land is unnecessary and is not the primary activity.

2. *“Please provide advice as to what the expected period of the lease as a definitive period of years.”*

Applicant’s Response:

In addition to this, Rainforest Rescue have an approach to the project that the lease that they are applying for will be a total of three (3) consecutive leases (10/10/5) extending for a period of 25 years, with the option to renew. Under Queensland Legislation, consecutive leases exceeding 10 years require Council approval. Please also refer to **Attachment 2** for the Draft Lease Documents that are currently being finalised.

3. *“Please provide advice as to what security is to be provided to ensure all buildings and structures and use components will be removed and the land restored at the end of the lease period.”*

Applicant’s Response:

Rainforest Rescue have advised that:

“The lease agreement clearly sets out Rainforest Rescue’s obligations to restore the lease site at the conclusion of the lease agreement. If for some reason the nursery ceased to exist within that 25-year period the same obligations still apply.

Both the protection and restoration of rainforest form a core part of the whole reason for Rainforest Rescue’s existence. We are committed to minimising the imbedded carbon cost of items needed for the construction of the nursery and are very cognisant of having buildings and products that can be repurposed at the completion of the lease period. For example, we will be utilising buildings that can be easily relocated (with the exception of the aircraft hanger which is an existing building).

All concrete paths which will not need vehicular traffic on them will be constructed without metal reinforcing to allow for ease of cutting up and removal (we have already constructed our paths at our existing nursery this way and it has not been a problem for the past 12 years).

Our propagation house and shade house can be disassembled and relocated. (The existing shade house at our current nursery is a good example of this as it was originally erected at the Alexandra Bay State School and was shifted to its current site in 2000). The composting toilet and its building can also be easily removed”.

Water Provision, Stormwater, Earthworks, Erosion and Sediment Control and Biosecurity:

4. *“Please provide advice as to the expected daily water requirement for the nursery when in full production. Please also advise whether there is availability under the existing bore licence/approval to utilise extracted water for intensive horticulture.”*

Applicant’s Response:

Rainforest Rescue have advised that:

“Rainforest Rescue currently operates a native plant nursery at Lot 98 Cape Tribulation Road. (This recently upgraded nursery is now situated on Kuku Yalangi land and is proposed to be gifted to the Jabalbina Aboriginal



Corporation on behalf of the Eastern Yalangi people for them to potentially grow bush tucker and revegetation plants for their lands, once the new nursery is up and running).

This current nursery has a capacity to produce 20,000 plants per annum and requires 25,500 litres of water per week (except during any rainfall events). The proposal for the new nursery planned for 1506 Cape Tribulation Road is to house 60,000 plants at any given time and it is estimated this will require approximately 80,000 litres of water per week. Much of this will be supplied through recycled water through our bio-retention ponds and any excess water captured from the nursery site through our storm water system. Obviously, this demand reduces substantially during periods of rainfall. The irrigation system will be set up so that we can control water flows and shut off any areas that are not currently requiring water.

The property has had a licensed bore drilled by Westerberg on the 24th of October 1989 registration number 72450 for the purpose of a water supply".

Discussions with the Engineers (Barlow Shelley) who are involved in the project confirmed that the exact expected daily water requirements are to be confirmed with an irrigation supplier; however, the plans have been amended to now reflect the provision of 3x 27.5KL water tanks (82.5KL) instead of the previously proposed single 50KL water tank.

5. *"Please provide advice on the proposed earthworks in respect to volume, intended disposal of the extracted earth, and envisaged remediation works once the lease period is concluded."*

Applicant's Response:

Earthworks

Barlow Shelley are the engineers engaged to coordinate the future Operational Works application over the site and they have provided the following commentary in response to this request from Council:

"Generally the design surface will be close to matching the existing surface and current lay of the land i.e., falls away gradually to the north, and as such the excavations depth could be assumed to be as per our preliminary pavement specification (assume 150 to 200mm which is typical for a topsoil strip over a typical flat site with no large trees). Subsequently, we get an excavation amount of 754m³ over the grow areas and shade house and 340m³ over the driveway and car parking areas. So, the total amount of earthworks is anticipated to be 1,092m³, which is essentially just a topsoil strip and reprofiling for surface drainage. This topsoil should be stockpiled for reuse on site in the other re-vegetated area (i.e., not exported)."

The site has been previously used as the Daintree Airstrip which required a lot of effort to ensure that the site suitably drains to enable aircraft to taxi in and around the existing aircraft hangar, making it a relatively well drained site.

The position of the proposed nursery over the site was specifically chosen to ensure that minimal alterations to the existing land contours are required. The greatest extent of earthworks will be associated with the establishment of a Reed Bed measuring 12m x 5m x 0.5m and a bio-retention pond of 15m x 10m x 2m (approx.) depth. Any excess excavated material from creating these two ponds will be spread across the nursery area during the levelling process. No material will be exported from the site.

Remediation Works:

As mentioned in the response to Item 3 above, much attention has been directed towards ensuring all buildings can be removed and/or repurposed. While footings will need to be bedded in concrete, in the main we will be adopting the philosophy of minimising the use of non-recyclable materials.

The subsurface of the production area of the nursery site, once levelled, will be constructed using a layer of Geofabric with all our drainage pipes and irrigation system sitting on top within a 100mm layer of 25mm blue-metal screenings and a top cover of weed mat. Many of these products will still have a valuable useful life after the end of the lease term and will be recovered and either on-sold or used for other purposes.

Rainforest Rescue will carry out the remediation plan in conversation with the property owners to ensure that items that are useful for their purposes are retained. For example, the licensed bore will be used to



supplement the existing household water requirements, so infrastructure associated with that will need to be retained.

As a result, there will be minimal works required to remediate the site once the lease period is concluded.

6. *"Please provide advice on the intended as a source of soil and soil conditioners to be used in the potting process. Advice should include the intended storage area and surrounding area through which leeching is anticipated."*

Applicant's Response:

Rainforest Rescue uses the same supplier (Natures Earth FNQ previously known as Tropical Peat) of potting mix as that used by the Douglas Shire Council nursery as well as a similar potting mix. The potting mix is called "premium potting mix" and contains the following ingredients.

- Quincan;
- Double washed sand;
- Peat;
- Peanut shells;
- Saw dust;
- Rice hulls; and
- Dolomite.

All these products are sourced locally.

Other additional materials the nursery may use are Floracote Native fertiliser, Perlite, Sand and NTS Nutri tech kelp powder.

It is also proposed to relocate the soil bin approximately 20m to the north of its current location so that it is positioned in the underdrainage capture for the greater nursery area (therefore no leeching concerns, as it is directed towards the phytoremediation & bio-retention beds).

7. *"Please provide a maintenance plan for biosecurity matters including weed management, electric and other invasive ant management, fire management of any stockpiles of combustible mulch, etc."*

Applicant's Response:

Pest Management:

The defined lease area will have a pig exclusion fence around the perimeter so that pigs cannot access the bio-retention system or the plant growing areas.

Any invasion of exotic ant species would be a disaster for the nursery operations. As a result, there will be stringent controls in place regarding any material brought into the nursery. This includes all materials needed for the construction phase as well as future potting mixes and plant materials. Rainforest Rescue's seed collectors are carefully trained to ensure that seed collection material is free of exotic pests.

Any future Tramp ant sites identified in the region will be avoided when seed collecting. Once the nursery is established, restricted access to the production area of the nursery will be maintained as a good bio-security practice.

Weed Management:

As the Nursery will only be producing local native tree and shrub species, there is no threat of the nursery adding to the existing weed burden on the Daintree Coast. Rainforest Rescue will be working closely with the property owners, VJ Teague and AR Conway to reduce and remove weed species which already exist on the property outside the lease area.

Fire Management:

The grass on both sides of the perimeter fence will be maintained by regular slashing which will serve to create and maintain a fire break zone to prevent any potential, although unlikely, fire from escaping the nursery site. There is no proposal to stockpile any combustible mulch on the site as it is not part of Rainforest Rescue's Nursery practice and is contrary to good nursery hygiene.

2 CONCLUSION

This response to the Request for Information received by Council's assessment team is provided on behalf of Rainforest Rescue (the 'Applicant') in respect of this land and the continued assessment by Douglas Shire Council. We confirm that in accordance with s68(1) of the *Planning Act 2016* and in dealing with Part 3, s13.2(a) of the Development Assessment Rules, the above outlines a response to all the information requested by Council.

We trust this information is sufficient for your purposes. Should you require any additional information or wish to discuss this request in further detail, please do not hesitate to contact me.

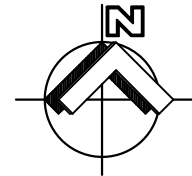
Yours faithfully,



Justin Phipps
Town Planner

E justin@urbansync.com.au | T 4051 6946 | M 0458 902 541

c:\users\kurt\desktop\2170 - rainforest rescue cow bay nursery\2170_xbase.dwg





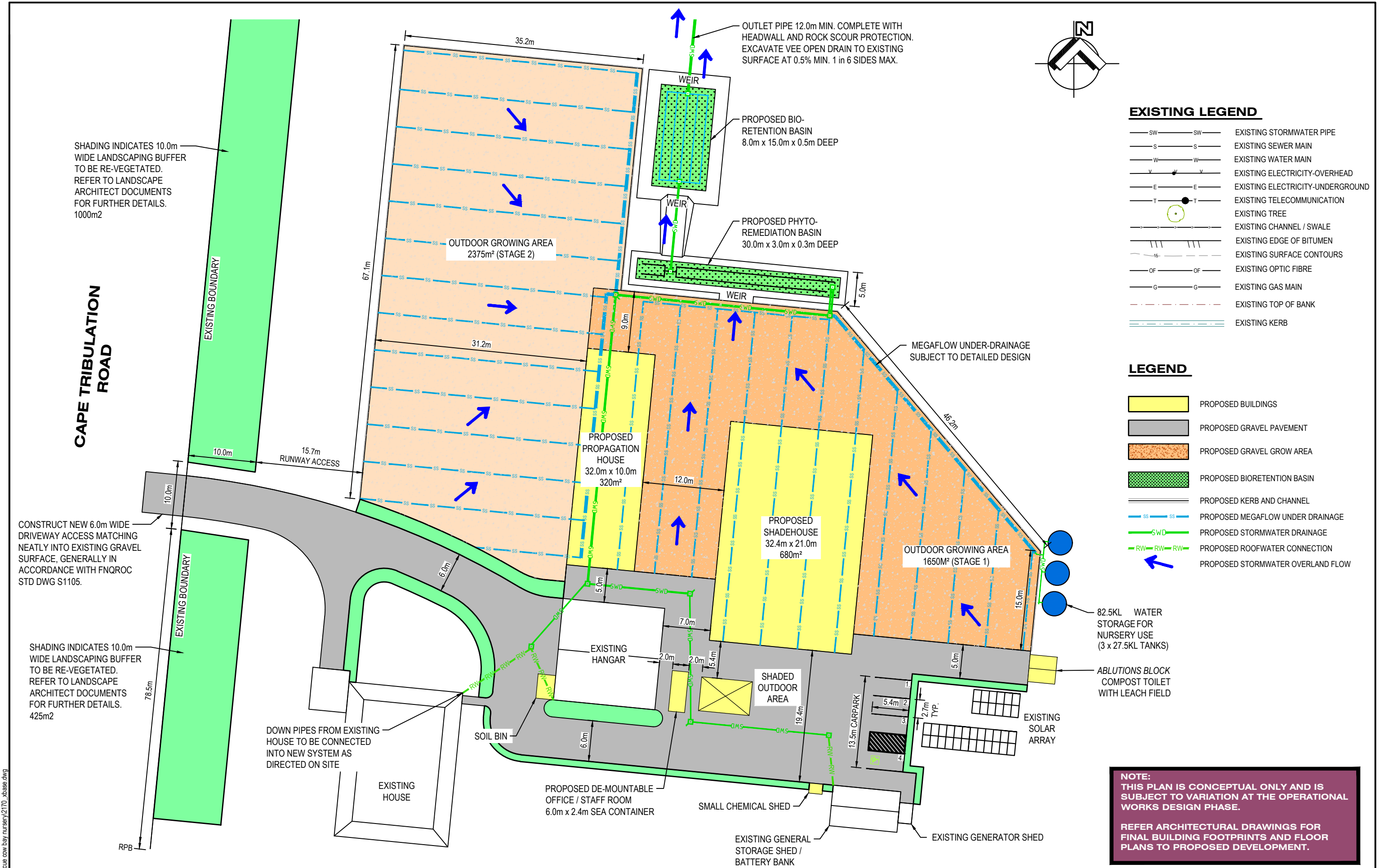
DWG	DESCRIPTION
2170-P01	Locality Plan & Schedule Of Drawings
2170-P02	Overall Layout Plan
2170-P03	Perspective Views
2170-P04	Shade House Plans
2170-P05	Propagation House Plans
2170-P06	Vehicle Turning Templates

LOT 551 on RP745411
CNR CAPE TRIBULATION & BUCHANAN CREEK
ROADS, COW BAY
Site Area (Part Lot) = 2.075 Ha = 1.6% TOTAL SITE

NOT TO SCALE

CAUTION - EXISTING SERVICES
THE CONTRACTOR IS TO DETERMINE THE EXACT LOCATION OF ALL EXISTING SERVICES IN THE VICINITY OF THE PROPOSED WORKS PRIOR TO THE START OF ANY CONSTRUCTION. THE COST OF ANY RECTIFICATION WORKS DUE TO DAMAGE OF EXISTING SERVICES SHALL BE BORNE BY THE CONTRACTOR.

REV	DATE	DESCRIPTION	BY	CHKD	DRAWING DETAILS		SCALE	APPROVED	 <div>Barlow Shelley CONSULTING ENGINEERS</div> <p>p 07 5443 8285 e office@barlowshelley.com.au w www.barlowshelley.com.au a PO Box 899 Maroochydore 4558 ABN 89 215 591 077</p>	PROJECT: PROPOSED PLANT NURSERY 1506 CAPE TRIBULATION ROAD, COW BAY RAINFOREST RESCUE		JOB NUMBER 2170		
A	20-01-2022	PRELIM ISSUE	KE	CL	DATUM	AHD	NOT TO SCALE	 Director: CAMERON LANDRETH (RPEQ 19358)		SHEET: 1 OF 6		DRAWING NUMBER		REV
					DESIGN	KE				DRAWING TITLE: LOCALITY PLAN & SCHEDULE OF DRAWINGS		P01	A	
					DRAWN	KE								
					DESIGN CHECK	CL								
					DATE	20-01-2022								
							This drawing is not to be copied or amended without written permission from Barlow Shelley Consulting Engineers.							



- EXISTING LEGEND**
- SW — SW — EXISTING STORMWATER PIPE
 - S — S — EXISTING SEWER MAIN
 - W — W — EXISTING WATER MAIN
 - V — V — EXISTING ELECTRICITY-OVERHEAD
 - E — E — EXISTING ELECTRICITY-UNDERGROUND
 - T — T — EXISTING TELECOMMUNICATION
 - (circle) — EXISTING TREE
 - (line) — EXISTING CHANNEL / SWALE
 - (line) — EXISTING EDGE OF BITUMEN
 - (line) — EXISTING SURFACE CONTOURS
 - OF — OF — EXISTING OPTIC FIBRE
 - G — G — EXISTING GAS MAIN
 - (dashed) — EXISTING TOP OF BANK
 - (dashed) — EXISTING KERB

- LEGEND**
- PROPOSED BUILDINGS
 - PROPOSED GRAVEL PAVEMENT
 - PROPOSED GRAVEL GROW AREA
 - PROPOSED BIORETENTION BASIN
 - PROPOSED KERB AND CHANNEL
 - SS — SS — PROPOSED MEGAFLOW UNDER DRAINAGE
 - SWD — SWD — PROPOSED STORMWATER DRAINAGE
 - RW — RW — PROPOSED ROOFWATER CONNECTION
 - PROPOSED STORMWATER OVERLAND FLOW

NOTE:
THIS PLAN IS CONCEPTUAL ONLY AND IS SUBJECT TO VARIATION AT THE OPERATIONAL WORKS DESIGN PHASE.
REFER ARCHITECTURAL DRAWINGS FOR FINAL BUILDING FOOTPRINTS AND FLOOR PLANS TO PROPOSED DEVELOPMENT.

REV	DATE	DESCRIPTION	BY	CHKD	DRAWING DETAILS	SCALE	APPROVED	PROJECT:	JOB NUMBER
A	20-01-2022	PRELIM ISSUE	KE	CL	DATUM	AHD		PROPOSED PLANT NURSERY	2170
B	3-02-2022	STAGE 2 ADDED / WATER TANKS AMENDED	KE	CL	DESIGN	KE		1506 CAPE TRIBULATION ROAD, COW BAY	SHEET: 2 OF 6
					DRAWN	KE		RAINFOREST RESCUE	DRAWING NUMBER
					DESIGN CHECK	CL		DRAWING TITLE:	REV
					DATE	20-01-2022		OVERALL LAYOUT PLAN	P02 B

Director: CAMERON LANDRETH (RPEQ 19358)

Barlow Shelley
CONSULTING ENGINEERS

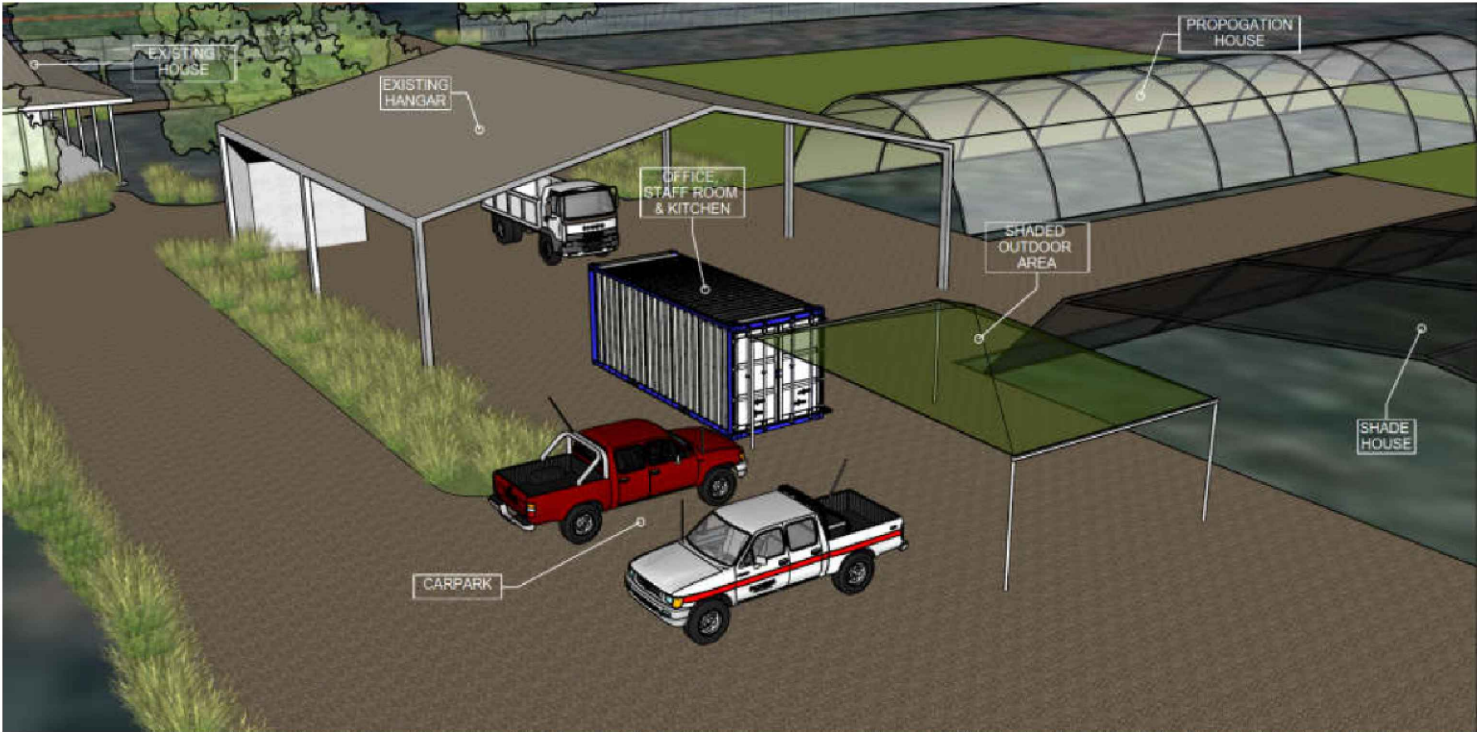
p 07 5443 8285
e office@barlowshelley.com.au w www.barlowshelley.com.au
a PO Box 899 Maroochydore 4558 ABN 89 215 591 077

PROJECT:
PROPOSED PLANT NURSERY
1506 CAPE TRIBULATION ROAD, COW BAY
RAINFOREST RESCUE

DRAWING TITLE:
OVERALL LAYOUT PLAN

SCALE 1:500 A3

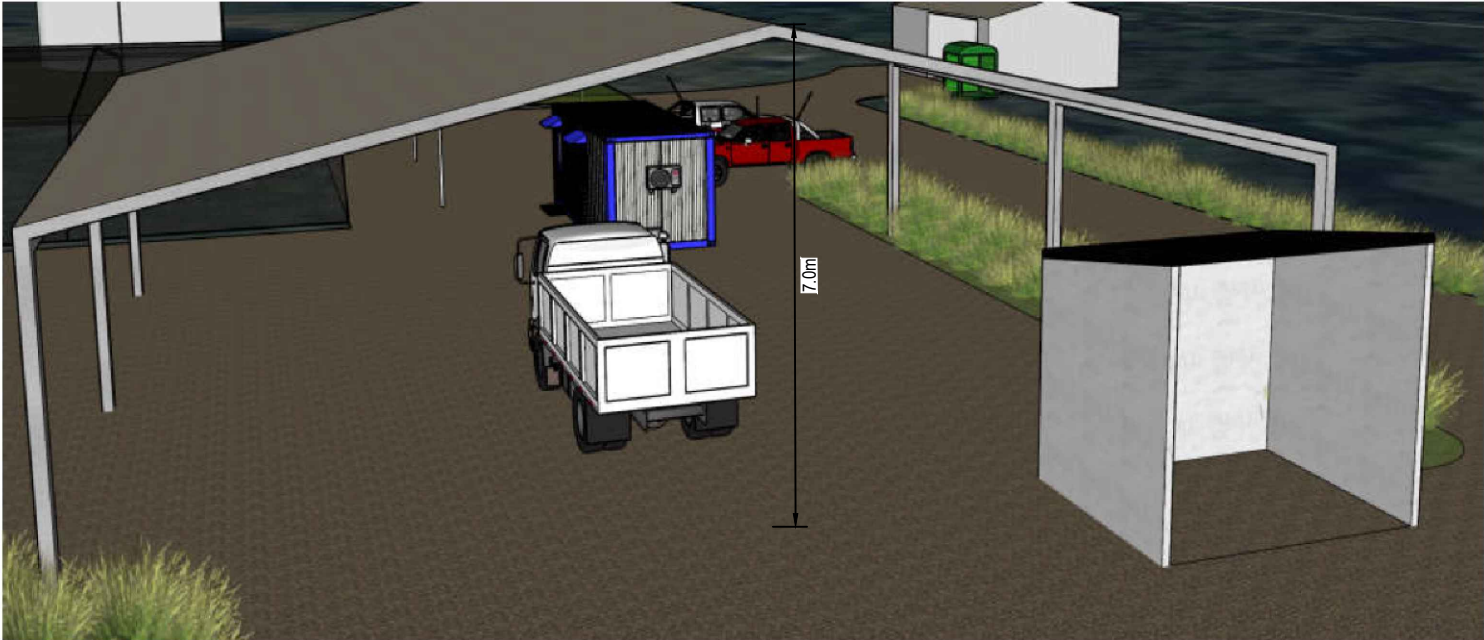
This drawing is not to be copied or amended without written permission from Barlow Shelley Consulting Engineers



PERSPECTIVE LOOKING WEST
SCALE NTS



PERSPECTIVE LOOKING EAST
SCALE NTS




EXISTING HANGAR & SOIL BIN
SCALE NTS

NOTE:
THIS PLAN IS CONCEPTUAL ONLY AND IS
SUBJECT TO VARIATION AT THE OPERATIONAL
WORKS DESIGN PHASE.
REFER TO P04 & P05 FOR OTHER BUILDING /
STRUCTURE HEIGHT LIMITS.

REV	DATE	DESCRIPTION	BY	CHKD	DRAWING DETAILS
A	20-01-2022	PRELIM ISSUE	KE	CL	DATUM AHD
					DESIGN KE
					DRAWN KE
					DESIGN CHECK CL
					DATE 20-01-2022

SCALE
NOT TO SCALE

APPROVED
 Director: CAMERON LANDRETH (RPEQ 19358)

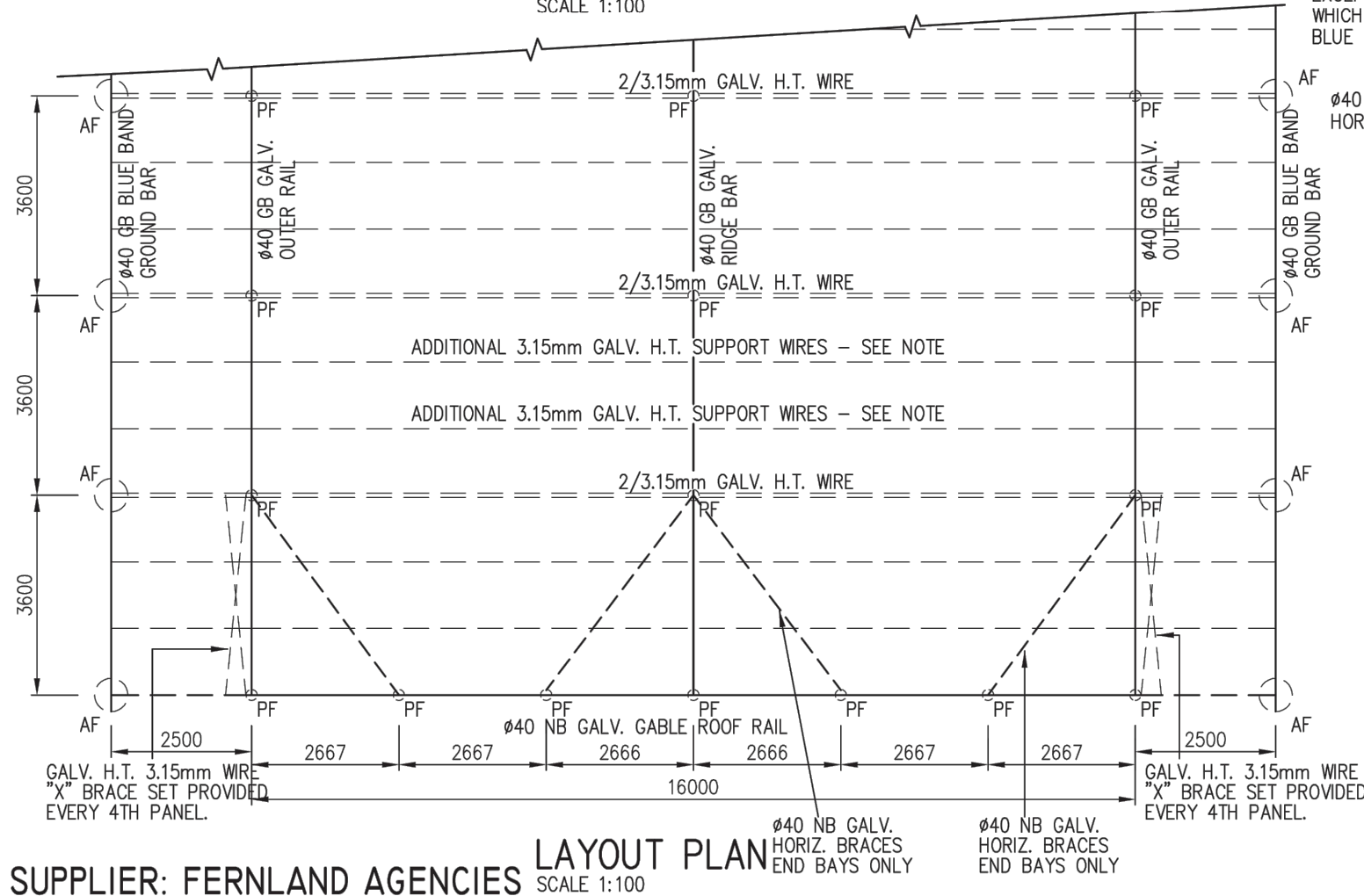
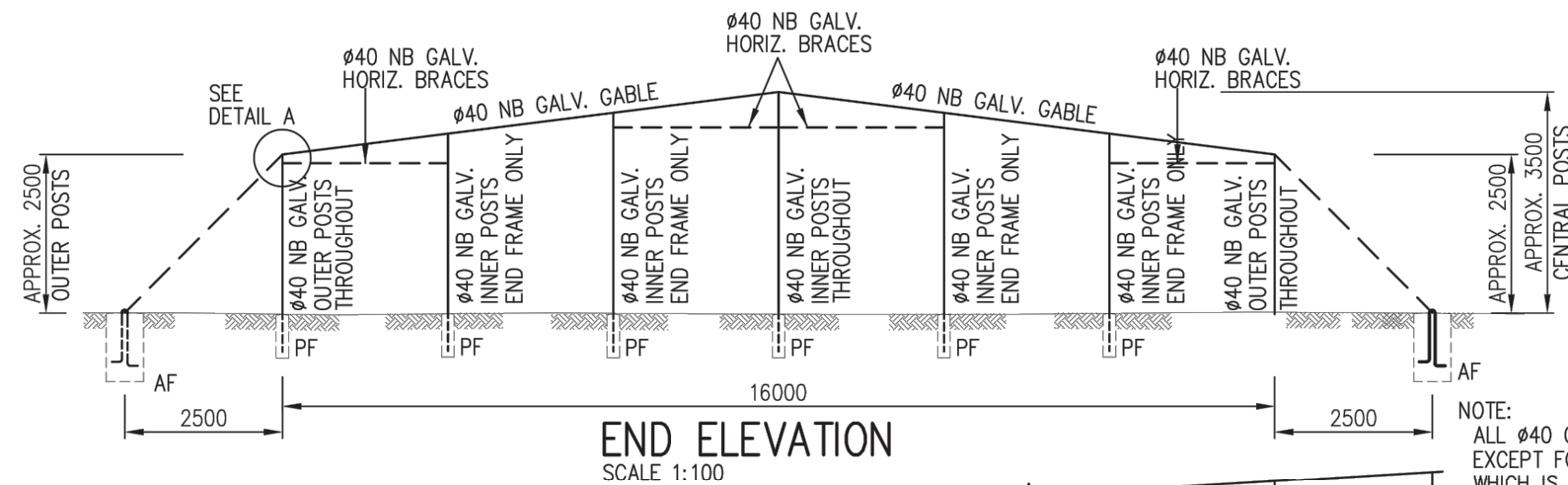


Barlow Shelley
CONSULTING ENGINEERS

p 07 5443 8285
e office@barlowshelley.com.au w www.barlowshelley.com.au
a PO Box 899 Maroochydore 4558 ABN 89 215 591 077

PROJECT: PROPOSED PLANT NURSERY 1506 CAPE TRIBULATION ROAD, COW BAY RAINFOREST RESCUE
DRAWING TITLE: PERSPECTIVE VIEWS

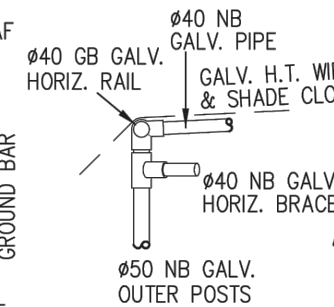
JOB NUMBER 2170
SHEET: 3 OF 6
DRAWING NUMBER P03
REV A



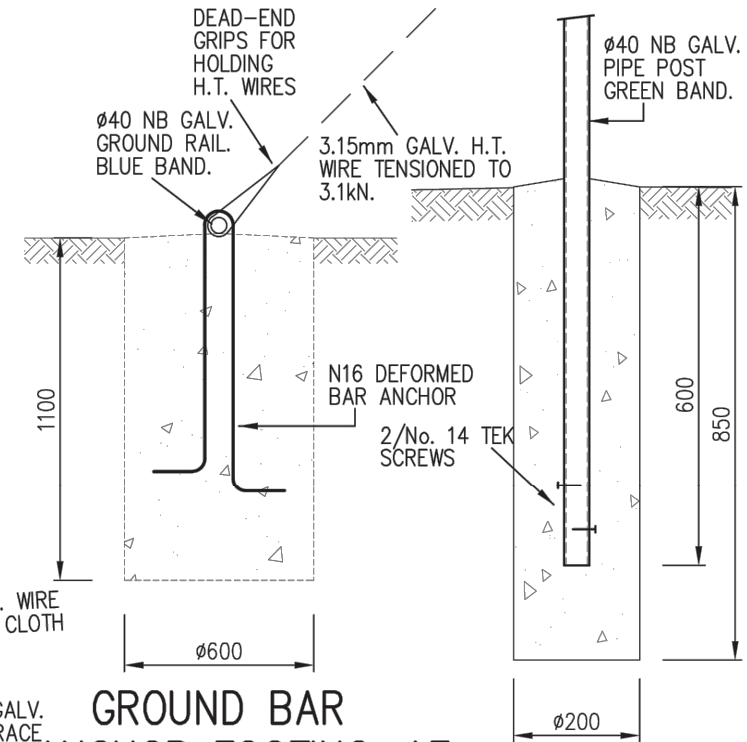
SUPPLIER: FERNLAND AGENCIES

LAYOUT PLAN
SCALE 1:100

NOTE:
ALL 40 GB GREEN BAND
EXCEPT FOR GROUND BAR
WHICH IS 40 NB GALV.
BLUE BAND.

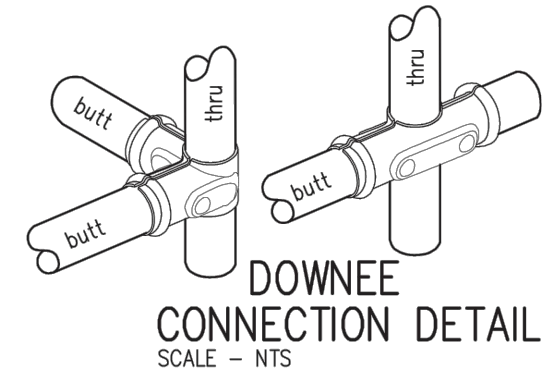
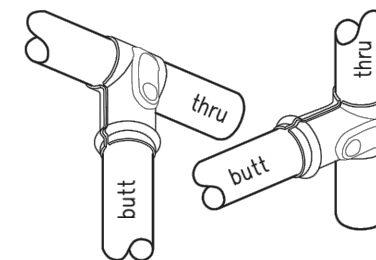


DETAIL A
SCALE 1:20



GROUND BAR
ANCHOR FOOTING-AF
SCALE 1:20

POST FOOTING-PF
SCALE 1:10



DOWNEE
CONNECTION DETAIL
SCALE - NTS

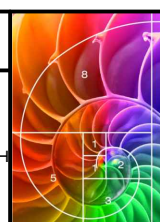
NOTE:
PROVIDE KNITTED SHADE CLOTH COVER.
50mm WIDE PRE-SEWN POCKETS ALONG
EDGES OF 3.6m WIDE PANEL TO ACCOMMODATE
GALV. H.T. SUPPORT & TIE-DOWN WIRES INSERTED
& ATTACHED GROUND TO GROUND. NOTE THAT
SHADE CLOTH FIXES TO GROUND BARS ONLY,
NOT TO INTERNAL GALV. PIPE FRAME.
SHADE CLOTH PANELS CLIPPED WIRE TO
WIRE WITH RP22 HOG RINGS AT 100 CRS..

NOTE:
THIS PLAN IS CONCEPTUAL ONLY AND IS
SUBJECT TO VARIATION AT THE OPERATIONAL
WORKS DESIGN PHASE.

REV	DATE	DESCRIPTION	BY	CHKD	DRAWING DETAILS
A	20-01-2022	PRELIM ISSUE	KE	CL	DATUM AHD
					DESIGN KE
					DRAWN KE
					DESIGN CHECK CL
					DATE 20-01-2022

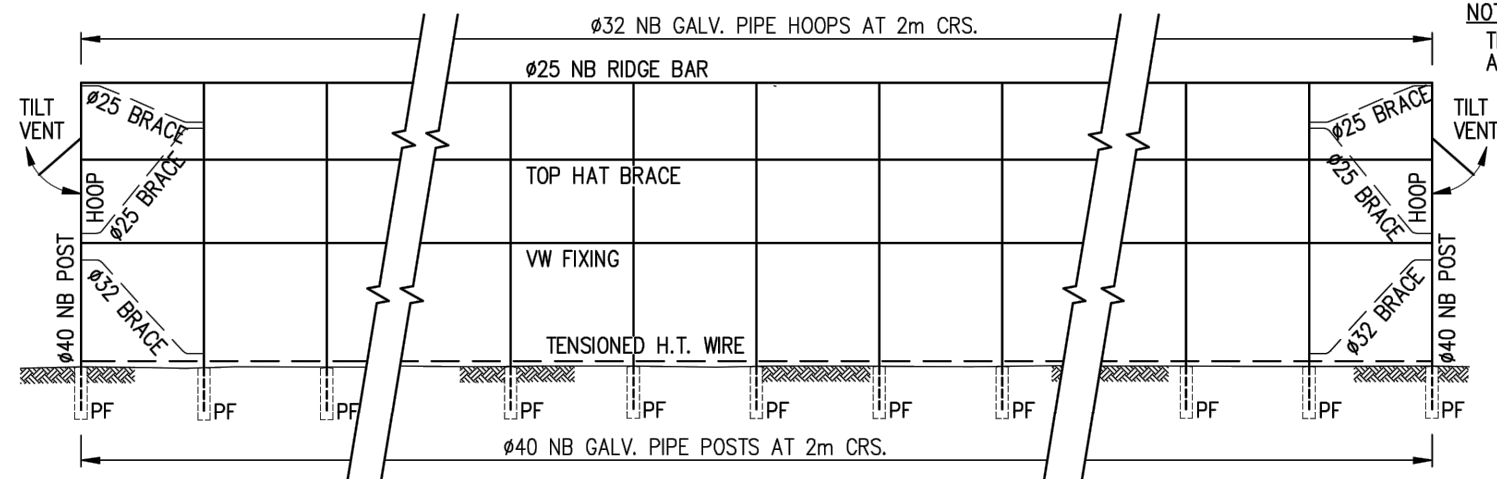
SCALE
AS NOTED

APPROVED
 Director: CAMERON LANDRETH (RPEQ 19358)

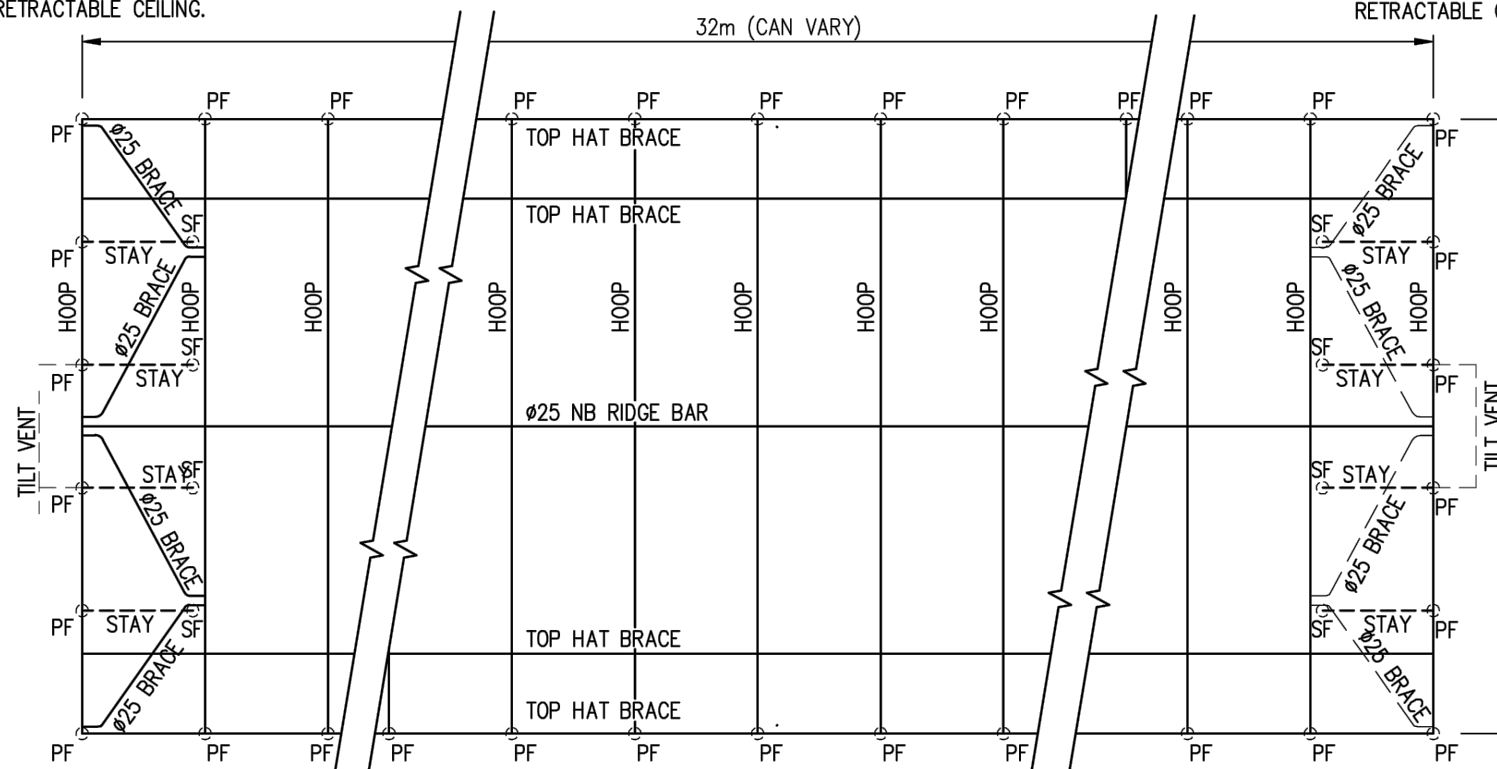


Barlow Shelley
CONSULTING ENGINEERS
p 07 5443 8285
e office@barlowshelley.com.au w www.barlowshelley.com.au
a PO Box 899 Maroochydore 4558 ABN 89 215 591 077

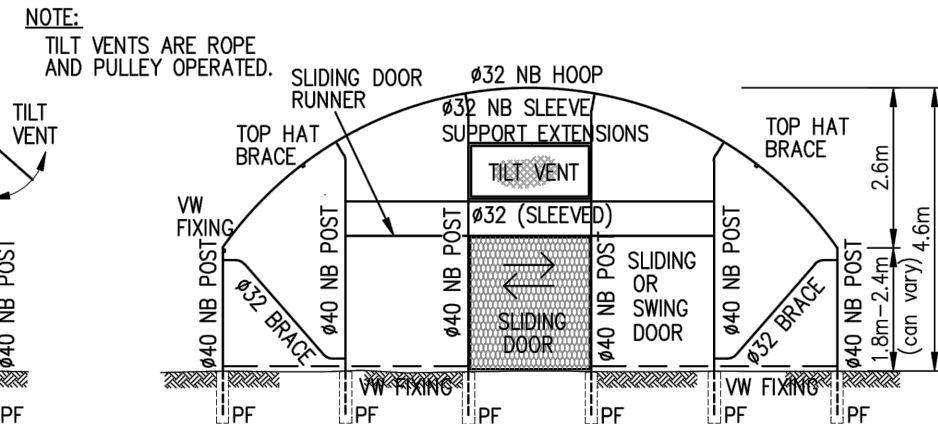
PROJECT: PROPOSED PLANT NURSERY 1506 CAPE TRIBULATION ROAD, COW BAY RAINFOREST RESCUE	JOB NUMBER 2170
DRAWING TITLE: SHADE HOUSE PLANS	SHEET: 4 OF 6
	DRAWING NUMBER P04
	REV A



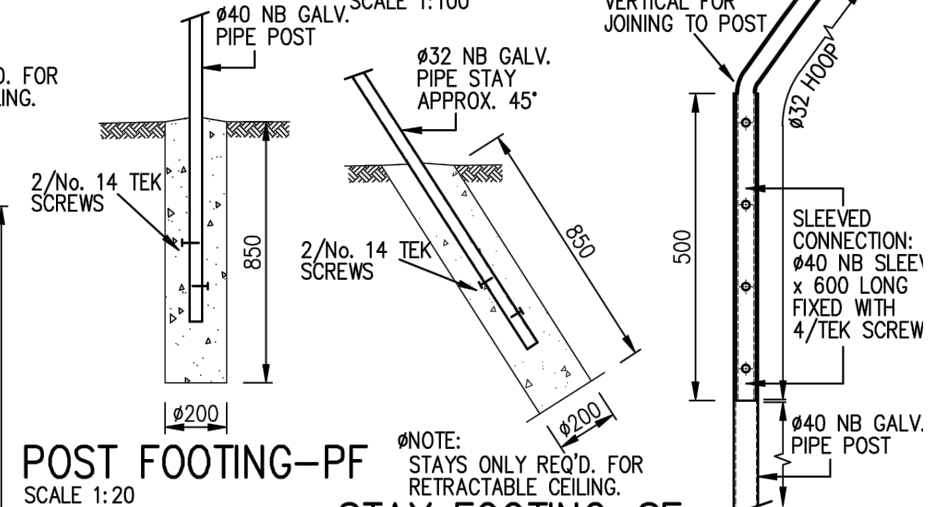
ELEVATION A
SCALE 1:100



LAYOUT PLAN
SCALE 1:100



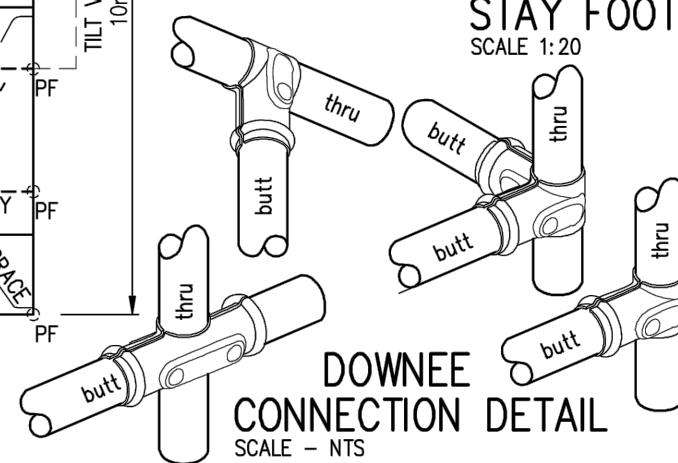
ELEVATION B
SCALE 1:100



POST FOOTING-PF
SCALE 1:20

STAY FOOTING-SF
SCALE 1:20


**HOOP/POST
CONNECTION**
SCALE 1:10



NOTE:
THIS PLAN IS CONCEPTUAL ONLY AND IS
SUBJECT TO VARIATION AT THE OPERATIONAL
WORKS DESIGN PHASE.

REV	DATE	DESCRIPTION	BY	CHKD	DRAWING DETAILS
A	20-01-2022	PRELIM ISSUE	KE	CL	DATUM AHD
					DESIGN KE
					DRAWN KE
					DESIGN CHECK CL
					DATE 20-01-2022

SCALE
AS NOTED

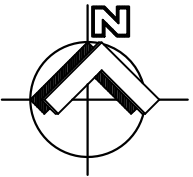
APPROVED
 Director: CAMERON LANDRETH (RPEQ 19358)

Barlow Shelley
CONSULTING ENGINEERS

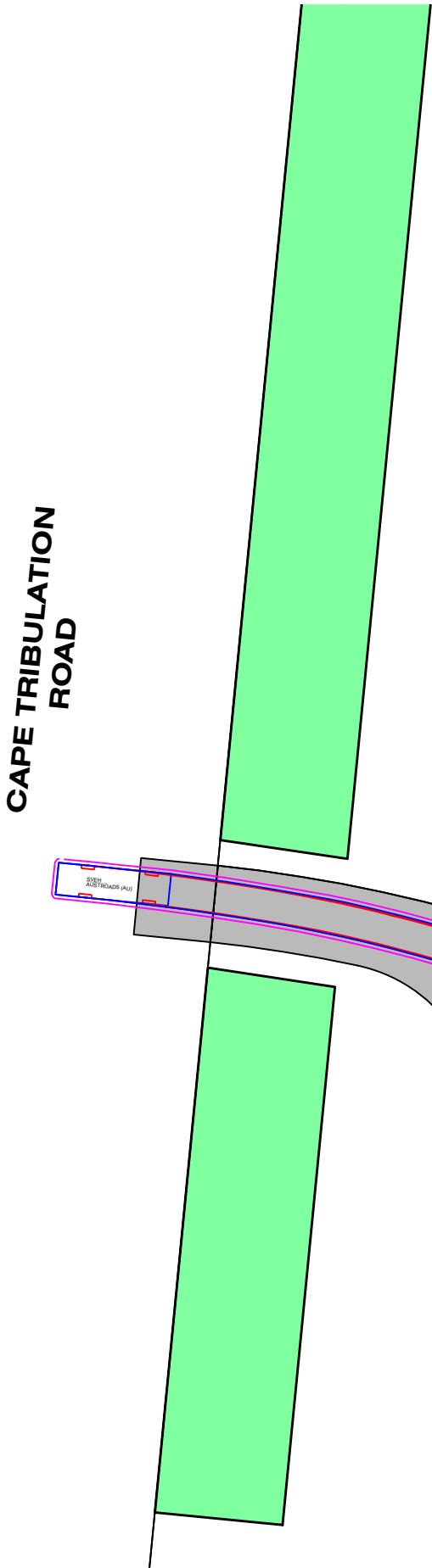
P 07 5443 8285
E office@barlowshelley.com.au W www.barlowshelley.com.au
A PO Box 899 Maroochydore 4558 ABN 89 215 591 077

PROJECT: PROPOSED PLANT NURSERY 1506 CAPE TRIBULATION ROAD, COW BAY RAINFOREST RESCUE
DRAWING TITLE: PROPAGATION HOUSE PLANS

JOB NUMBER 2170
SHEET: 5 OF 6
DRAWING NUMBER P05
REV A



CAPE TRIBULATION ROAD



LEGEND

100mm BASE COURSE GRAVEL TYPE 2.1 CBR 80

100mm SUB-BASE COURSE GRAVEL TYPE 2.3 CBR 60

NATURAL SUBGRADE - CBR = 15% MIN. (TYPICAL)

LEGEND

150mm BLUE METAL BASE GRAVEL - 10-20mm

EnduraSeal GEOFABRIC UNDERLAY

NATURAL SUBGRADE - CBR = 15% MIN. (TYPICAL)

PRELIMINARY PAVEMENT SPECIFICATION

PAVEMENT NOTES:

- DESIGN PAVEMENT DEPTH HAS BEEN BASED ON AN ASSUMED CBR 15 SUBGRADE DESIGN. TO BE VERIFIED FOLLOWING INSPECTION AND TESTING OF SUBGRADE.
- NOTIFY ALL RELEVANT AUTHORITIES PRIOR TO COMMENCEMENT OF WORK WITHIN EXISTING ROAD RESERVES.

LEGEND

PROPOSED BUILDINGS

PROPOSED GRAVEL PAVEMENT

PROPOSED GRAVEL GROW AREA

PROPOSED BIORETENTION BASIN

PROPOSED KERB AND CHANNEL

8.80

MRV-AS2890.2

meters

Width

: 2.50

Track

: 2.50

Lock to Lock Time

: 6.00

Steering Angle

: 34.4

SERVICE VEHICLE (MRV)
REGULAR VEHICLE

NOTE:
THIS PLAN IS CONCEPTUAL ONLY AND IS
SUBJECT TO VARIATION AT THE OPERATIONAL
WORKS DESIGN PHASE.

REV	DATE	DESCRIPTION	BY	CHKD	DRAWING DETAILS
A	20-01-2022	PRELIM ISSUE	KE	CL	DATUM AHD
B	3-02-2022	STAGE 2 ADDED / WATER TANKS AMENDED	KE	CL	DESIGN KE
					DRAWN KE
					DESIGN CHECK CL
					DATE 20-01-2022

SCALE

0

5.0

10

15

20

25m

SCALE 1:500 A3

This drawing is not to be copied or amended without written permission from Barlow Shelley Consulting Engineers

APPROVED

Director: CAMERON LANDRETH
(RPEQ 19358)

Barlow Shelley
CONSULTING ENGINEERS

p 07 5443 8285
e office@barlowshelley.com.au w www.barlowshelley.com.au
a PO Box 899 Maroochydore 4558 ABN 89 215 591 077

PROJECT:
**PROPOSED PLANT NURSERY
1506 CAPE TRIBULATION ROAD, COW BAY
RAINFOREST RESCUE**

DRAWING TITLE:
VEHICLE TURNING TEMPLATES

JOB NUMBER 2170	
SHEET: 6 OF 6	
DRAWING NUMBER P06	REV B

ATTACHMENT 2:
LEASE DOCUMENTS



Dealing Number

Duty Imprint



OFFICE USE ONLY

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

1. Lessor	Lodger (Name, address & phone number)	Lodger Code
ANDREW RICHARD CONWAY AND VANESSA JOYTHYNNE & MACARTNEY, Solicitors TEAGUE	GPO Box 245, Brisbane, Qld, 4001 Tel: 07 3231 8888 Fax: 07 3229 0855 Email: dnr_notification@thymac.com.au Ref: SPM:220085	045B

2. Lot on Plan Description	Title Reference
LOT 551 ON RP 748411	21396145

3. Lessee	Given names	Surname/Company name and number	(include tenancy if more than one)
		RAINFOREST RESCUE ACN 086 885 154	

4. Interest being leased
Fee Simple

5. Description of premises being leased
PART OF THE LAND ON THE ATTACHED PLAN MARKED AS "LEASE A"

6. Term of lease	7. Rental/Consideration
Commencement date: Expiry date: Options: Nil	See attached schedule

8. Grant/Execution

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Witnessing Officer (signature, full name & qualification)	Execution Date	Lessor's Signature
--	-----------------------	---------------------------

..... / /

.....

(Witnessing officer must be in accordance with Schedule 1 of Land Title

Act 1994 eg Legal Practitioner, JP, C Dec)

.....
Richard Andrew Conway
ADDITIONAL EXECUTIONS SEE ENLARGED PANEL

9. Acceptance

The lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

Witnessing Officer (signature, full name & qualification)	Execution Date	Lessee's Signature
--	-----------------------	---------------------------

..... / /

.....

(Witnessing officer must be in accordance with Schedule 1 of Land Title
Act 1994 eg Legal Practitioner, JP, C Dec)

Rainforest Rescue ACN 086 885 154

.....
Director

.....
Director/Secretary

Title Reference 21396145

8. Grant/Execution

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Witnessing Officer (signature, full name & qualification)

Execution Date

Lessor's Signature

.....

/ /

.....

.....
(Witnessing officer must be in accordance with Schedule 1 of Land Title
Act 1994 eg Legal Practitioner, JP, C Dec)

.....
Vanessa Joy Teague

Title Reference 21396145

TABLE OF CONTENTS

1.	DEFINITIONS & INTERPRETATION	7
1.1	Definitions	7
1.2	Interpretation	8
1.	TERM	8
1.1	Term	8
1.2	Holding Over	9
2.	RENT	9
2.1	Payment of Rent	9
2.2	No Set-Off	9
3.	Expenses Due to Tenant's Use of Premises	9
4.	GOODS & SERVICES TAX	10
4.1	Tenant to Pay GST	10
4.2	Tax Invoice	10
4.3	Third Party Supplies	10
5.	COSTS	10
5.1	Landlord's Costs	10
5.2	Registration Fees	11
5.3	Landlord's Prohibition	11
5.4	Costs of Litigation	11
6.	USE	11
6.1	Permitted Use	11
6.2	Use Not Exclusive	11
6.3	No Representations or Warranties	11
6.4	Use of Premises	11
6.5	Restrictions on Use	12
6.6	Environmental Management Plan	12
7.	MAINTENANCE	12
7.1	Obligation to Repair & Maintain	12
7.2	Condition of Premises on Termination	13
7.3	Tenant's Property Left Behind	13
7.4	Tenant to Fix Damage	13
8.	ALTERATIONS	13
8.1	Consent Required	13
8.2	Carrying Out Alterations	13
8.3	Maintenance of Alterations	14

Title Reference 21396145

9.	INSURANCES	14
9.1	Tenant's Insurance Requirements	14
9.2	Terms of Insurance Policies	14
9.3	Currency of Policies	14
9.4	Tenant Not to Breach Policy	14
10.	INDEMNITIES BY THE TENANT	14
10.1	Risk & Release	14
10.2	Indemnity	15
11.	LANDLORD'S RIGHTS & OBLIGATIONS	15
11.1	Quiet Enjoyment	15
11.2	Reservations	15
11.3	Rights of Access	16
11.4	Landlord's Consent	16
12.	SIGNS	16
12.1	Landlord's Consent Required	16
12.2	Tenant to Pay	16
12.3	Tenant to Comply with Requirements	16
12.4	Failure to Comply	17
12.5	Removal of Signage	17
13.	ASSIGNMENT & SUBLETTING	17
13.1	No Encumbrance	17
13.2	Subletting Premises	17
13.3	Assignment	17
13.4	Change in Control	18
13.5	Assignment by Landlord	18
14.	DEFAULT	19
14.1	Events of Default by Tenant	19
14.2	Recovery of Damages	20
14.3	Appointment of Landlord as Attorney	20
14.4	Interest on Overdue Money	21
14.5	Termination of Lease	21
14.6	Landlord May Remedy Default	21
14.7	No Waiver	21
14.8	Essential Terms	21
15.	NOTICES	22
15.1	Service	22
15.2	Address for Service	22
15.3	Time of Receipt	22

Title Reference 21396145

16.	GENERAL	22
16.1	No Covenants Implied	22
16.2	Severance	23
16.3	Parties	23
16.4	Notices to be in Writing	23
16.5	Lease is a Deed	23
16.6	No Caveats by Tenant	23
16.7	Liquidated Debt	23
16.8	Governing Law	23
16.9	Giving Effect to this Lease	23
16.10	Waiver of Rights	23
16.11	Operation of this Lease	24
16.12	Operation of Indemnities	24
16.13	No Merger	24
16.14	Exclusion of Contrary Legislation	24
16.15	Compliance	24
16.16	Mitigation	24
16.17	Tenant's Warranty	25
17.	WATER LICENCE	25
17.1	Acknowledgement	25
17.2	Application	25
17.3	Indemnity	25
17.4	Water Licence	25
18.	NON-EXCLUSIVE LICENCE TO USE LAND	26
18.1	Definitions in this clause:	26
18.2	Grant of Licence	26
18.3	Exclusivity	26
18.4	No Warranty	26
18.5	Use	26
18.6	Application of Lease	27
18.7	Licence Fee	27
18.8	Assignment of Licence	27
18.9	Condition Upon Termination	27
18.10	No Breach of Lease	27
18.11	Particular matters regarding Residence	27
18.12	Particular matters regarding Access Road	28
Schedule 1 – Reference Schedule		29
Schedule 2 – Lease Plan		31

Title Reference 21396145

Title Reference 21396145

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In this Lease, unless the context indicates otherwise:

Business Day means a day (other than a Saturday, Sunday or public holiday) which banks are open for business in the city in which the Premises are situated.

Commencement Date means the date stated at **Item 6**.

Environmental Management Plan means the environmental management plan documenting both the Landlord and Tenant's obligations regarding the environment in respect of the Land and Premises as agreed between the Landlord and Tenant, acting reasonably.

Expiry Date means the date stated at **Item 7**.

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person;
- (c) a local authority or other relevant authority; or
- (d) a person (whether autonomous or not) who is charged with the administration of a law.

GST has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), and includes any applicable additional tax, penalty tax, fine, interest or other charge.

Item means an item in the Reference Schedule.

Land means the land described in, and situated at the address noted in, **Item 3**, and includes all improvements on it.

Landlord means the landlord noted at **Item 1** and includes its assigns and successors in title.

Landlord's Property means anything on the Land that is not the Tenant's Property, and includes (without limitation) plant, equipment, fixtures, fittings, furnishings and other property of the Landlord

Jointly Owned Property means the solar panels and associated infrastructure that will be jointly owned by the Landlord and Tenant and located on the Land.

Lease means this Form 20 Schedule, the Form 7 attached to the front of this Form 20 Schedule and any plan attached to this Form 20 Schedule, and any equitable lease or common law tenancy evidenced by this lease.

Lease Plan means the plan of the Premises contained in Schedule 2 of this Lease.

Permitted Use means the use of the Premises stated at **Item 9**.

Premises means that part of the Land described in **Item 4** as shown on the Lease Plan and the Jointly Owned Property.

Title Reference 21396145

Reference Schedule means the reference schedule contained in **Schedule 1**.

Rent means the annual rent stated at **Item 8**.

Tenant means the tenant noted at **Item 2** and its permitted assigns.

Tenant's Agents means:

- (a) while they are on the Premises, every employee, agent, supplier, customer, client, contractor, subcontractor, consultant, trustee, licensee, invitee of the Tenant; and
- (b) while on the Land, the above-mentioned persons, but only while under the Tenant's control.

Tenant's Property means anything installed or placed in or on the Premises by or for the Tenant.

Term means the term of this Lease specified at **Item 5**, commencing on the Commencement Date and expiring on the Expiry Date.

1.2 Interpretation

- (a) Reference to:
 - (i) one gender includes the others;
 - (ii) the singular includes the plural and vice versa;
 - (iii) a person includes a body corporate;
 - (iv) a party includes the party's executors, administrators, successors and permitted assigns;
 - (v) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:
 - (A) that Statutory Provision as amended or re-enacted from time to time; and
 - (B) a statute, regulation or provision enacted in replacement of that Statutory Provision;
 - (vi) month or monthly means a calendar month; and
 - (vii) a right includes a remedy, authority or power.
- (b) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (c) Headings are for convenience only and do not form part of this Lease or affect its interpretation.

1. TERM

1.1 Term

The Landlord leases the Premises to the Tenant for the Term.

Title Reference 21396145

1.2 Holding Over

- (a) If the Tenant continues to occupy the Premises (without the Landlord notifying the Tenant that the Tenant must vacate by the Expiry Date) and without any renewal of this Lease, the Tenant is a monthly tenant and must pay one twelfth of the following monthly in advance:
 - (i) the Rent;
 - (ii) the Tenant's Proportion; and
 - (iii) any other money payable by the Tenant to the Landlord under this Lease.
- (b) The Tenant or the Landlord may terminate the monthly tenancy on any day by giving a month's notice to the other.
- (c) Subject to this **clause 1.2**, the monthly tenancy is on the same terms as this Lease, but including any changes necessary to make the terms appropriate for a monthly tenancy.

2. RENT

2.1 Payment of Rent

If demanded by the Landlord, the Tenant must pay the Rent in advance on the Commencement Date and thereafter on each anniversary of the Commencement Date.

2.2 No Set-Off

Rent and all other payments payable by the Tenant under this Lease must be made without any set-off, counterclaim, withholding or deduction.

3. Expenses Due to Tenant's Use of Premises

- (a) The Tenant must pay to the relevant authorities all charges for gas, electricity, water, data services and telephone consumed by the Tenant in the Premises or the Land, if applicable.
- (b) The Tenant must pay all rates, taxes, charges, assessments, outgoing and impositions whatsoever (whether assessed, charged or imposed under local, State or Federal law and whether on a capital or revenue basis or any other basis, even though of a novel character), that:
 - (i) are not assessed or payable at the Commencement Date, but which may be at any time during the Term or subsequent holding over assessed, charged or imposed upon or in respect of the Land; and
 - (ii) that arises directly from the business conducted from the Premises by the Tenant,

whether assessed against the Landlord or directly against the Tenant. Any amounts assessed against the Landlord must be paid to the Landlord within 14 days of the Tenant receiving a written demand for payment.

Title Reference 21396145

4. GOODS & SERVICES TAX

4.1 Tenant to Pay GST

- (a) Unless specified otherwise in this Lease, the parties acknowledge and agree that any amount payable under this Lease has been calculated without regard to GST.
- (b) If GST is imposed on any supply made under this Lease, then the party receiving the supply must pay the GST imposed on the supply.

4.2 Tax Invoice

The party making a supply under this Lease must provide the party paying the GST imposed on the supply with a valid GST tax invoice.

4.3 Third Party Supplies

If:

- (a) this Lease requires the Tenant to reimburse the Landlord for a supply made under this Lease by a third party; and
- (b) the Landlord is entitled to claim an input tax credit on any amount paid by it for that supply,

then the amount that the Tenant must pay for that supply is the amount that the Landlord paid for the supply:

- (c) less the input tax credit; and
- (d) plus the GST required to be paid by the Tenant under **clause 4.1**.

5. COSTS

5.1 Landlord's Costs

The Tenant must pay on demand the Landlord's reasonable costs in relation to::

- (a) the preparation of a survey plan of the Premises;
- (b) legal costs relating to any variation (where requested by the Tenant and excluding any variation arising from a sequential lease) assignment, extension (other than by way of a sequential lease) surrender or other termination of this Lease arising as a result of the Tenant's default or where requested by the Tenant, otherwise than by effluxion of time;
- (c) third party costs or legal costs in relation to any consent or approval requested by the Tenant (whether granted or not);
- (d) third party costs or legal costs in relation to the Tenant applying for or obtaining the consent of any Government Authority or other authority for approval of the Lease or the Tenant's use of the Premises;
- (e) every breach or default of this Lease by the Tenant (on a full indemnity basis);
- (f) the exercise or lawful attempted exercise of any right, power, privilege, authority or remedy of the Landlord under or by virtue of this Lease (on a full indemnity basis); and

Title Reference 21396145

- (g) the Landlord doing anything the Tenant should have done under this Lease, if the Tenant does not do so within the time required by this Lease (or if no time is specified, a reasonable time) or, if in the Landlord's reasonable opinion, the Tenant does not do so properly.

5.2 Registration Fees

The Tenant must pay any registration fees (including requisition fees where the reason for the requisition arises as a result of an error on the Tenant's part) on or arising from this Lease.

5.3 Landlord's Prohibition

Nothing in this **clause 5** requires the Tenant to pay any amount which the Landlord is from time to time prohibited from recovering from the Tenant.

5.4 Costs of Litigation

If the Landlord is made a party to any litigation commenced by or against the Tenant (other than litigation between the Landlord and the Tenant) and arising:

- (a) directly or indirectly out of the acts or omissions of the Tenant in relation to the Premises or Land, the Landlord will be paid by the Tenant on demand all legal fees and disbursements (as between solicitor and own client) incurred in connection with the litigation, except to the extent the Landlord's act, default, or negligence has caused the need for the litigation.

6. USE

6.1 Permitted Use

The Tenant must use the Premises only for the Permitted Use and not for any other business or purpose.

6.2 Use Not Exclusive

The Tenant acknowledges and agrees that the Permitted Use is not exclusive to the Tenant.

6.3 No Representations or Warranties

The Landlord does not represent or warrant that the Premises are suitable or can be lawfully used for the Permitted Use or for any other purposes of the Tenant.

6.4 Use of Premises

The Tenant must, at the Tenant's cost:

- (a) obtain any necessary consents or licences regarding the Permitted Use, keep them current and comply with any conditions attaching to them (failure to obtain any necessary consents or licenses does not affect the Tenant's obligation to comply with this Lease);
- (b) comply with all the laws relating to the Premises, the Permitted Use or the Tenant's occupation of the Premises;
- (c) manage and conduct its business from the Premises in a proper and businesslike manner;

Title Reference 21396145

- (d) use the Jointly Owned Property for its intended use; and
- (e) keep the Premises tidy and in good condition and not allow waste, junk or garbage to accumulate.

6.5 Restrictions on Use

The Tenant must not, and must ensure that the Tenant's Agents do not:

- (a) use the Premises or any part of the Premises as a residence or for any noxious, noisome, offensive, dangerous or illegal activity or purpose;
- (b) do anything in, on or from the Premises which is or might become a nuisance, annoyance or disturbance to the Landlord, other tenants of the Land or to the owners or occupiers of neighbouring premises;
- (c) keep any animal, domestic pet or bird in or on the Premises except for service animals;
- (d) hold any auction, bankrupt or fire sale in or on the Premises;
- (e) bring onto the Premises any fluid, gas or substance which is or might be dangerous because of its inflammable, explosive or corrosive nature, other than fertiliser used in the ordinary course of carrying out the Permitted Use or petrol for use in a fire pump;
- (f) do anything that might invalidate any insurance policy in respect of the Land or the Premises or increase the premium payable for such insurance, except where such activities arise from the Permitted Use;
- (g) alter or install any services provided to the Premises, or overload any service; or
- (h) clear from or cut down any trees on the Premises.

6.6 Environmental Management Plan

- (a) The Landlord and Tenant must use their best endeavours to comply with the Environmental Management Plan.
- (b) If there is any inconsistency between the Environmental Management Plan and this Lease, the provisions of this Lease shall prevail.

7. MAINTENANCE

7.1 Obligation to Repair & Maintain

The Tenant must, at the Tenant's own cost, throughout the Term and otherwise while the Tenant is in possession of the Premises:

- (a) keep and maintain the Premises tidy and in good and substantial repair, order and condition as they were in as at the Commencement Date, fair wear and tear excepted;
- (b) promptly repair and make good any damage done to the Premises or the Land caused by the Tenant or the Tenant's Agents; and
- (c) keep and maintain the Tenant's Property clean and in good repair and working condition, fair wear and tear excepted.

Title Reference 21396145

7.2 Condition of Premises on Termination

At the end of this Lease, the Tenant must:

- (a) surrender and yield up the Premises in the state and condition required under **clause 7.1(a)**;
- (b) remove the Tenant's Property and any alterations from the Premises; and
- (a) remove any alterations made to the Premises by the Tenant and reinstate the Premises so that the Premises are in the same condition as before the alterations were made.
- (c) remove all waste, junk and garbage from the Land.

7.3 Tenant's Property Left Behind

If the Tenant does not remove the Tenant's Property from the Premises in accordance with **clause 7.2**:

- (a) any items left will be deemed abandoned by the Tenant and, at the election of the Landlord, will become the property of the Landlord; and
- (b) the Landlord may deal with the items left, at the Tenant's cost, in any way the Landlord considers appropriate.

7.4 Tenant to Fix Damage

The Tenant must make good any damage done to the Premises as a result of the Tenant complying with **clause 7.2**.

8. ALTERATIONS

8.1 Consent Required

The Tenant must not make or allow to be made any alterations or additions to the Premises of a structural or capital nature unless the Tenant first obtains the consent of the Landlord (which is not to be unreasonably withheld or delayed) and the approval or consent of any relevant authority.

For the avoidance of doubt:

- (a) the Landlord acknowledges that the Tenant will be required to construct buildings, sheds and other similar structures in order to properly carry out the Permitted Use, and will not unreasonably withhold its consent; and
- (b) the Tenant is not required to obtain the Landlord's consent if the Tenant alters, changes or removes any of the Tenant's Property, or otherwise makes non-structural or non-capital alterations or additions.

8.2 Carrying Out Alterations

Any alterations or additions must:

- (a) be carried out in a proper and workmanlike manner at the expense of the Tenant;
- (b) comply with any reasonable requirements of the Landlord; and
- (c) comply with all legislation and the requirements of any Government Agency.

Title Reference 21396145

8.3 Maintenance of Alterations

The Tenant is responsible for the maintenance, repair and replacement, including capital costs, of any alterations or additions to the Premises, which must be done at the cost of the Tenant.

9. INSURANCES

9.1 Tenant's Insurance Requirements

During the Term, the Tenant must have and keep current:

- (a) a public liability insurance policy for an amount not less than that stated at **Item 10** for each event, which policy must (in addition to the requirements of **clause 9.2**):
 - (i) cover death and injury to any person and damage to property of any person sustained when that person is using or entering or near any entrance, passage or stairway to or in the Premises; and
 - (ii) expressly refer to and cover all of the Tenant's obligations under this Lease, including the obligation to indemnify the Landlord; and
- (b) an insurance policy to insure all persons employed by the Tenant on the Premises.

9.2 Terms of Insurance Policies

All policies under **clause 9.1** must:

- (a) contain all provisions that are normally contained in such policies; and
- (b) note the Landlord and any mortgagee of the Landlord as interested parties.

9.3 Currency of Policies

Upon request by the Landlord the Tenant must give to the Landlord copies of a certificate of currency of an insurance policy required under **clause 9.1**.

9.4 Tenant Not to Breach Policy

The Tenant must not do or allow anything to be done that:

- (a) contravenes or may render void or voidable any insurance policy relating to the Premises or the Land; or
- (b) may lead to an increase in premiums payable for any insurance policy relating to the Premises or the Land without the consent of the Landlord (which consent must not be unreasonably withheld if the Tenant agrees to pay any increases in the premiums), except where such increase arises by virtue of the Tenant lawfully carrying out the Permitted Use.

10. INDEMNITIES BY THE TENANT

10.1 Risk & Release

The Tenant will occupy and use the Premises at the risk of the Tenant and hereby releases to the full extent permitted by law the Landlord and its contractors and employees from all claims and demands and from all liability which might arise in respect

Title Reference 21396145

of any damage to the Premises, property or death of or injury to any person in or near the Premises (except to the extent caused or contributed to by the negligent act, omission or default of the Landlord, its contractors or employees) and the Landlord will have no responsibility or liability for any loss of or damage to the Tenant's Property (except to the extent caused or contributed to by the negligent act, omission or default of the Landlord, its contractors or employees).

10.2 Indemnity

Without limiting the generality of **clause 10.1**, the Tenant will indemnify the Landlord against all actions, claims, losses, damages, costs and expenses for which the Landlord might become liable in respect of or arising from:

- (a) Loss, damage or injury to property or person caused or contributed to by the use of the Premises by the Tenant or the Tenant's agents; and
- (b) loss, damage or injury to the Premises or to any property or person within or without the Premises occasioned or contributed to by any negligent act or omission or default of the Tenant or the Tenant's Agents,

except to the extent caused or contributed to by the Landlord's negligent act, omission or breach of the Lease.

11. LANDLORD'S RIGHTS & OBLIGATIONS

11.1 Quiet Enjoyment

- (a) Subject to **clause 11.1(b)**, if the Tenant does everything which the Tenant is required to do under this Lease the Landlord must permit the Tenant to have possession of the Premises and to use them for the purpose and in the manner allowed under this Lease without interruption or disturbance by the Landlord or by any other person lawfully claiming under the Landlord.
- (b) The Tenant's right to be free of interruption or disturbance is subject to the rights of the Landlord under this Lease.

11.2 Reservations

Despite anything else in this Lease, the Tenant acknowledges and agrees that the Landlord reserves the right to:

- (a) grant any other lease or licence of space in or on the Land for the same purpose as the Permitted Use;
- (b) install, maintain, use, repair, alter or replace any service contiguous or adjacent to the Premises;
- (c) do anything the Landlord believes reasonably necessary or desirable in relation to any of the following:
 - (i) complying with any law or legal requirement;
 - (ii) creating any easement or other right through or around the Premises;
- (d) grant an easement in respect of any part of the Premises, without substantially affecting the Tenant's rights under this Lease; and
- (e) subdivide the Land or any part of it.

Title Reference 21396145

11.3 Rights of Access

- (a) The Tenant must allow the Landlord, or any person authorised by the Landlord, to have access to and enter the Premises at any reasonable time for any of the following purposes:
 - (i) to inspect the condition of the Premises;
 - (ii) to check the use of the Premises;
 - (iii) to do any work that the Landlord must or may do pursuant to this Lease or the law;
 - (iv) to do any work that the Tenant is required to do pursuant to this Lease or the law, but has failed to do;
 - (v) to value the Premises;
 - (vi) to inspect the Premises or to affix on the Premises a notice in relation to a prospective sale of the Premises;
 - (vii) to inspect the Premises or to affix a notice on the Premises within the last 6 months of the Term or at any time after the Expiry Date in relation to a prospective letting of the Premises;
 - (viii) The Landlord must give the Tenant at least 1 Business Day's written notice of access or entry to the Premises, except in an emergency where no notice is needed.

11.4 Landlord's Consent

If the Landlord's consent is required for anything under this Lease, that consent must be in writing.

12. SIGNS

12.1 Landlord's Consent Required

- (a) The Tenant must not, without the prior written consent of the Landlord, which must not be unreasonably withheld, place or erect on the Premises or Land any signs, placards or other advertising media (**Signage**).
- (b) For the purpose of obtaining the written consent of the Landlord, the Tenant must provide the Landlord with fully detailed plans and specifications of all Signage proposed to be placed on the Premises.

12.2 Tenant to Pay

The Tenant will pay the costs for the construction and erection of any such Signage together with their maintenance to a good standard at all times.

12.3 Tenant to Comply with Requirements

The Tenant will comply with and observe at its costs and requirements imposed by statute or Government Agency which are applicable to any such Signage and will pay all licence fees and other charges levied by any Government Agency on any such Signage.

Title Reference 21396145

12.4 Failure to Comply

The Landlord may, at any time on giving the Tenant reasonable notice, require the Tenant to remove or alter the Signage placed or erected on the Premises by the Tenant which does not comply with the provisions of this **clause 12**, if the Tenant fails, within a reasonable time, to comply with any such requirement, the Landlord may attend to the removal or alteration of the Signage at the Tenant's expense.

12.5 Removal of Signage

On the Expiry Date or sooner termination of this Lease the Tenant must remove from the Premises and Land all Signage and return those areas where any Signage was affixed to the state that they were prior to the Tenant's occupation of the Premises (fair wear and tear excepted), at the Tenant's cost in all respects.

13. ASSIGNMENT & SUBLETTING

13.1 No Encumbrance

The Tenant must not mortgage, charge, encumber or otherwise deal with the Tenant's estate or interest in this Lease without the prior written consent of the Landlord, which may be given or withheld at the Landlord's absolute discretion.

13.2 Subletting Premises

The Tenant must not sublet or part with possession of the whole or any part of the Premises without the prior consent of the Landlord and the Landlord may refuse its consent, or impose conditions to its consent, in the absolute discretion of the Landlord.

13.3 Assignment

(a) Tenant to Request Assignment

The Tenant must not assign this Lease without the prior written consent of the Landlord. If the Tenant wants to assign this Lease, the Tenant must, prior to the assignment commencing:

- (i) request (in writing) the Landlord's consent to the proposed assignment;
- (ii) give the Landlord any information the Landlord reasonably requires concerning the financial standing and business experience of the Tenant and proposed assignee to make a decision under **clause 13.3(b)(ii)**; and
- (iii) have complied with its obligations under **clauses 13.3(a)(i) and 13.3(a)(ii)**.

(b) Landlord Not to Withhold Consent

The Landlord must not unreasonably withhold its consent under **clause 13.3(a)** if:

- (i) the new tenant does not propose to change the Permitted Use;
- (ii) the Tenant satisfies the Landlord that the new tenant is financially secure and has the ability to carry out the Tenant's obligations under this Lease;
- (iii) the new tenant signs the agreement required by **clause 13.3(c)** and gives any guarantee or other security which the Landlord reasonably requires;

Title Reference 21396145

- (iv) the Tenant complies with **clause 13.3(a)**;
 - (v) the Tenant complies with any other reasonable requirements of the Landlord;
 - (vi) both at the time of service of the Tenant's written request for the Landlord's consent to the proposed assignment and on the date of assignment, the Tenant is not in breach of this Lease;
 - (vii) the Tenant provides the Landlord with any information requested by the Landlord in relation to the new tenant or the assignment, including (without limitation) information about the financial standing and business experience of the new tenant;
 - (viii) the new tenant is a charity registered under the *Australian Charities and Not-for-profits Commission Act 2012* (Cth) or is an aboriginal corporation; and
 - (ix) the Tenant pays the Landlord any reasonable costs the Landlord incurs in relation to the assignment, including any mortgagee consent fees, and the Landlord's reasonable costs of investigation the new tenant.
- (c) Deed of Covenant
- (i) The Tenant must procure from the new tenant before this Lease is assigned the execution of a deed of covenant to be prepared by the Landlord's solicitors at the expense of the Tenant, which deed of covenant will set out that the new tenant must comply with all of the Tenant's obligations (express and implied) under this Lease, including the obligation to indemnify the Landlord.
 - (ii) If the new tenant is a company (other than a company whose shares are listed on any stock exchange in Australia or a company limited by guarantee) then the Tenant must procure the execution by the directors and principal shareholders of the new tenant of a guarantee and indemnity of the obligations of the new tenant, such guarantee and indemnity to be prepared by the Landlord's solicitors at the expense of the Tenant.
 - (iii) Any deed, covenant or agreement on the part of the new tenant is deemed to be supplementary to this Lease and shall not in any way relieve the Tenant from its liability under this Lease for the Term.

13.4 Change in Control

If:

- (a) the Tenant is a company (other than a company whose shares are listed on any stock exchange in Australia or a company limited by guarantee); and
- (b) there is a change in 50% or more of the voting capital of the Tenant or its holding company,

then such change will be deemed to be an assignment of the Tenant's interest in this Lease, requiring the prior written consent of the Landlord. **Clause 13.3** will apply to the deemed assignment.

This clause does not apply while the Tenant is Rainforest Rescue.

13.5 Assignment by Landlord

If the Landlord transfers or otherwise assigns its interest in the Premises and in this Lease to the extent that such transferee or assignee is responsible for compliance with any covenants of the Landlord under this Lease, the Landlord shall, without further written agreement, be deemed to be relieved of all liability under this Lease but without in any way affecting the continuing

Title Reference 21396145

liability of the Tenant under this Lease, subject to the Landlord first obtaining a deed of covenant from the assignee or transferee in the Tenant's favour whereby the assignee or transferee agrees to be bound by this Lease as if it were named as Landlord in this Lease, where the Lease is not registered.

14. DEFAULT

14.1 Events of Default by Tenant

The Tenant will be in default of this Lease if:

- (a) the Tenant damages the Land permanently so that the Land cannot be remediated or reinstated to a condition similar to that which it was before the Tenant damaged it;
- (b) the Tenant engages in criminal or unlawful behaviour on the Land;
- (c) the Tenant destroys any property not owned by it without the express consent of the party that owns the property (which consent may be given or withheld in the case of the Landlord at the Landlord's absolute discretion);
- (d) the Tenant materially interferes with or disturbs any neighbouring properties;
- (e) the Tenant commits a breach of **clause 6.1**;
- (f) in the case of an individual Tenant, the Tenant becomes bankrupt or commits an act of bankruptcy or brings his or her estate within the operation of any law relating to bankruptcy; or
- (g) in the case of a corporate Tenant:
 - (i) an order is made or a resolution passed that the company be wound up (except for the purpose of reconstruction or amalgamation with the written consent of the Landlord in accordance with **clause 13.3**);
 - (ii) an order is made or a meeting is called for the appointment of a provisional liquidator, a liquidator or an administrator to the Tenant;
 - (iii) an administrator, a receiver, a manager or an inspector is appointed in respect of the Tenant any of the assets of the Tenant;
 - (iv) the Tenant makes an assignment for the benefit of or enters into any arrangement or composition with that party's creditors;
 - (v) the Tenant is insolvent or unable to pay that party's debts within the meaning of the *Corporations Act 2001* (Cth);
 - (vi) a person under a mortgage, debenture, charge or other security is entitled to the possession or control of any of the assets of the Tenant; or
 - (vii) the Tenant ceases to be a charity registered under the *Australian Charities and Not-for-profits Commission Act 2012* (Cth),

any of which are an "Act of Default".

Title Reference 21396145

14.2 Recovery of Damages

- (a) If the Tenant commits an Act of Default of this Lease, the Landlord may recover damages from the Tenant for losses over the entire period of this Lease but the Landlord must, except in the case of abandonment of the Premises by the Tenant, take all reasonable steps to mitigate the losses including endeavouring to Lease the Premises to a new tenant.
- (b) The Landlord's right to recover damages from the Tenant will not be affected if:
 - (i) the Tenant abandons possession of the Premises;
 - (ii) there is a surrender of this Lease;
 - (iii) the Landlord accepts the repudiation of this Lease by the Tenant; or
 - (iv) the Landlord terminates this Lease by re-entering the Premises or any part of them or by demanding possession of the Premises.

14.3 Appointment of Landlord as Attorney

The Tenant irrevocably appoints the Landlord and, if the Landlord is or includes a corporation, the directors, the general manager and the secretary from time to time of the Landlord and all mortgagees, successors in title and attorneys from time to time of the Landlord and any substitute jointly and each of them severally as the lawful attorney of the Tenant, either in the name of the Landlord or the Tenant, without prejudice and in addition to any other rights or remedies of the Landlord, at any time and from time to time to do any one or more or all of the following:

- (a) after the power to re-enter under this Lease shall have been exercised or become exercisable or the Lease is terminated under **clause 14.5**:
 - (i) execute a surrender of this Lease and register the same; and
 - (ii) generally do anything and execute any instrument or other document relating to the Premises and this Lease or any one or more of the same as fully and effectively as the Tenant could do itself.
- (b) after the expiration or earlier termination of the Term, a termination of the Lease under **clause 14.5** or after the Landlord has otherwise re-taken possession of the Premises:
 - (i) remove, store, sell or otherwise deal with any fixtures, fittings, plant, equipment, partitions and other articles, chattels and contents of all kinds found on the Premises in such manner as the attorney may in its sole discretion see fit; and
 - (ii) apply any proceeds of sale of the same towards the cost of any such removal, storage, sale or other dealing, and towards any Rent or other money's payable by the Tenant to the Landlord under this Lease.
- (c) Proof

Sufficient proof of the existence of any circumstances entitling the exercise of any such powers shall be the statutory declaration of any such attorney. The Tenant consents to the registration of this power of attorney.
- (d) Indemnity & Ratification

Title Reference 21396145

The Tenant covenants for itself and for its executors, administrators, successors and assigns to indemnify the Landlord and any such attorney and to ratify and confirm everything that the Landlord and any such attorney and any substitute or any of them may lawfully do or cause to be done relating to the exercise of any of these powers

- (e) No Obligation on Landlord

Nothing contained in this Lease shall oblige the Landlord or any such attorney to act in respect of these powers or any of them.

14.4 Interest on Overdue Money

If the Tenant does not pay any money payable to the Landlord under this Lease, the Tenant must pay interest to the Landlord on the outstanding amount:

- (a) from the date the payment becomes due until the date the payment is made; and
(b) at the rate stated at **Item 11**,

with such interest to accrue and be compounded monthly and be calculated on a daily basis from the day the Rent or other money was due until the day it is paid in full.

14.5 Termination of Lease

The Landlord may terminate this Lease by re-entering and taking possession of the Premises or by demanding possession of the Premises if:

- (a) the Tenant has committed an Act of Default; or
(b) the Tenant repudiates this Lease,

and the Tenant fails to comply with a notice from the Landlord given under section 124(1) of the *Property Law Act (Qld)* 1974 within 30 days of the date of the notice or such longer period as is reasonable given the nature of the Act of Default.

14.6 Landlord May Remedy Default

The Landlord may (but is not obliged to) remedy at any time without notice any Act of Default by the Tenant under this Lease and whenever the Landlord so elects all reasonable costs incurred by the Landlord (including legal costs) in remedying a default will be a liquidated debt and must be paid by the Tenant to the Landlord on demand.

14.7 No Waiver

No consent or waiver expressed or implied by the Landlord to or of any breach of any obligation of the Tenant is to be taken as a consent or waiver to or of any other breach of the same or any other obligation. No waiver of any breach by the Tenant is to be implied from the Landlord's failure to exercise the Landlord's rights in respect of such breach.

14.8 Essential Terms

Each obligation of the Tenant to pay money under this Lease and the Tenant's obligations under the following clauses are essential terms of this Lease:

- (a) **Clause 2;**

Title Reference 21396145

- (b) **Clause 6;**
- (c) **Clause 7;**
- (d) **Clause 8;**
- (e) **Clause 9; and**
- (f) **Clause 13.**

15. NOTICES

15.1 Service

Any notice, demand, consent or other communication concerning this Lease must be in writing and may be:

- (a) left at or sent by pre-paid post to the Premises (if the communication is addressed to the Tenant);
- (b) left at or sent by pre-paid post to the Tenant's registered office (if the communication is addressed to the Tenant and the Tenant is a corporation);
- (c) left at or sent by pre-paid post to the address of the addressee in the Reference Schedule (or such other address previously notified by the addressee); or
- (d) sent by electronic mail to the email address of the addressee.

15.2 Address for Service

As at the Commencement Date:

- (a) the Landlord's address for service of notices is stated at **Item 12**; and
- (b) the Tenant's address for service of notices is stated at **Item 13**.

15.3 Time of Receipt

A notice given to a party in accordance with this clause is treated as having been given and received:

- (a) if delivered to or left at a party's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
- (b) if sent by pre-paid mail, on the third Business Day after posting; or
- (c) if sent by electronic mail and the sender does not receive a message from its internet service provider or the recipient's mail server indicating that it has not been successfully transmitted, at the time and on the day it was sent (if sent on a Business Day), otherwise on the next Business Day.

16. GENERAL

16.1 No Covenants Implied

No covenant is implied in this Lease by the *Property Law Act 1974* (Qld).

Title Reference 21396145

16.2 Severance

If any clause of this Lease shall be or become invalid, illegal or unenforceable, such clause shall so far as possible be read down to give it a valid operation of a particular character, or, if not so possible, shall be severed from the remaining provisions of this Lease and such remaining provisions shall not in any way be affected or impaired by the same.

16.3 Parties

- (a) If a party consists of more than 1 person, this Lease binds each of them separately and any 2 or more of them jointly.
- (b) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- (c) A party which is a trustee is bound both personally and in its capacity as a trustee.

16.4 Notices to be in Writing

Any notice, notification or consent under this Lease and any variation of this Lease must be in writing.

16.5 Lease is a Deed

This Lease is a deed even if it is not registered.

16.6 No Caveats by Tenant

The Tenant shall not at any time lodge or permit to be lodged for registration any caveat affecting the Land.

16.7 Liquidated Debt

Any amount payable by the Tenant to the Landlord pursuant to the terms of this Lease is recoverable by the Landlord from the Tenant as a liquidated debt.

16.8 Governing Law

- (a) This Lease is governed by the law in force in Queensland.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland, and any Court that may hear appeals from any of those courts, for any proceedings in connection with this Lease, and waives any right it might have to claim that those courts are an inconvenient forum.

16.9 Giving Effect to this Lease

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this Lease.

16.10 Waiver of Rights

- (a) A right may only be waived in writing, signed by the party giving the waiver, and:
 - (i) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;

Title Reference 21396145

- (ii) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
 - (iii) the exercise of a right does not prevent any further exercise of that right or of any other right.
- (b) The Landlord's acceptance of any arrears or late payment of Rent, the Tenant's Proportion or any other money under this Lease does not operate as a waiver of:
 - (i) the essentiality of the Tenant's obligation to pay Rent, the Tenant's Proportion or any other money during the Term; and
 - (ii) the Tenant's continuing obligation to pay Rent, the Tenant's Proportion or any other money during the Term.

16.11 Operation of this Lease

- (a) This Lease contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Lease and has no further effect.
- (b) Any right that a person may have under this Lease is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this Lease which is unenforceable or partly unenforceable if, where possible, to be severed to the extent necessary to make this Lease enforceable, unless this would materially change the intended effect of this Lease.

16.12 Operation of Indemnities

- (a) Each indemnity of the Tenant in this Lease survives the expiry or termination of this Lease.
- (b) The Landlord may recover a payment under an indemnity in this Lease before it makes the payment.

16.13 No Merger

The provisions of this Lease do not merge on termination.

16.14 Exclusion of Contrary Legislation

Any legislation that adversely affects an obligation of the Tenant, or the exercise by the Landlord of a right or remedy, under or relating to this Lease is excluded to the full extent permitted by law.

16.15 Compliance

Each party must comply with all applicable statutes, regulations and by-laws relating to health, safety, noise and other standards with respect to the Premises.

16.16 Mitigation

Each party must take all reasonable steps to minimise any loss or damage resulting from a breach of this Lease by the other party.

Title Reference 21396145

16.17 Tenant's Warranty

The Tenant warrants that it has not been induced to enter into this Lease by any express or implied statement, warranty or representation:

- (a) whether oral, written or otherwise;
- (b) made by or on behalf of the Landlord in respect of the Land or the Premises or anything relating to, or which could have an effect on, the Land or the Premises including but not limited to:
 - (i) the fitness or suitability of the Premises for any purpose; or
 - (ii) any fixtures, facilities or amenities on the Land.

17. WATER LICENCE

17.1 Acknowledgement

The Landlord acknowledges that the Premises is not supplied with water by a Government Agency and accordingly, in order for the Tenant to conduct the Permitted Use, a licence to take water from a water bore located upon the Land at 16.225244 S 145.422528 E is required (**Water Licence**).

17.2 Application

- (a) The Tenant will apply for the Water Licence at its own cost and expense.
- (b) The Landlord must provide all reasonable assistance to the Tenant to allow the Tenant to obtain the Water Licence, including signing all reasonable documentation.
- (c) If the relevant Government Agency requires the Water Licence to be held in the Landlord's name the Landlord agrees to hold the Water Licence in its name, which the Landlord will do at the cost of the Tenant.

17.3 Indemnity

The Tenant indemnifies the Landlord for any cost, charge, claim, expense or liability the Landlord may incur in relation to the Water Licence while the Tenant is the tenant and is using the Water Licence, except to the extent the negligent act or omission of the Landlord has caused or contributed to the cost, charge, claim, expense or liability.

17.4 Water Licence

- (a) The Tenant must construct all required infrastructure at its expense to allow the taking of water pursuant to the Water Licence. If infrastructure is required to be constructed on Land that does not form part of the Premises, the Landlord grants to the Tenant an exclusive licence to use that part of the Land required for construction and infrastructure (**Infrastructure Area**), on the same terms and conditions as this Lease (**Infrastructure Licence**). The Infrastructure Licence will commence on the date the Infrastructure Area commences to be used by the Tenant and will continue until the earlier of the termination or expiry of this Lease.
- (b) Upon the Water Licence being granted:
 - (i) the Tenant is liable for all fees and charges payable in relation to the holding of the Water Licence; and

Title Reference 21396145

- (ii) the Tenant must comply with all conditions of the Water Licence.

18. NON-EXCLUSIVE LICENCE TO USE LAND

18.1 Definitions in this clause:

- (a) **Access Road** means an access road from the main road to the Premises and an access road is constructed from that new entrance to allow access to the Premises, with the location and particulars of the Access Road to be mutually agreed between the Landlord and the Tenant.
- (b) **Licence** means a non-exclusive licence to use the Licensed Area for the purposes set out in this clause.
- (c) **Licensed Area** means the Land, excluding the Premises.
- (d) **Residence** means the building erected on the Land that is used for residential purposes.

18.2 Grant of Licence

- (a) The Landlord hereby grants the Licence to the Tenant, and the grant is hereby accepted by the Tenant, on the terms, conditions and restrictions contained in this clause.
- (b) The Licence will commence on the Commencement Date and will continue until the earlier of the termination or earlier expiry of this Lease.

18.3 Exclusivity

The Tenant acknowledges and agrees that:

- (a) the Licence is not exclusive to the Tenant; and
- (b) the Landlord may use the Licensed Area to the exclusion of the Tenant, where notice is given pursuant to **clause 18.11 (b)**.

18.4 No Warranty

- (a) The Landlord does not represent or warrant that the Licensed Area is suitable or can be lawfully used for the any purpose, whether set out in this clause or not.
- (b) The Licensed Area is licensed to the Tenant on an "as is where is" basis.

18.5 Use

The Tenant is permitted to use the Licensed Area for the following purposes:

- (a) the Residence as a residence, office and/or dining area for the officers and employees of the Tenant;
- (b) the Access Road for the purpose of pedestrian and vehicle access;
- (c) access to and from the Premises, Residence and Infrastructure Area;
- (d) maintenance and repair of the Infrastructure Area and Access Road;

Title Reference 21396145

- (e) carrying out conservation monitoring or surveys or other similar activities associated with the Permitted Use;
- (f) installation of cameras, traps or similar items (subject to first obtaining the Landlord's consent, which will not be unreasonably withheld); and
- (g) pest control.

18.6 Application of Lease

- (a) The terms and conditions of the following clauses of the Lease shall apply to the Licensed Area as though the Licensed Area formed part of the Premises:

1.2, **Error! Reference source not found.**, 3, 4, 5, 6.1 - 6.3, 6.4(a) - 6.4(d), 6.5, 6.6, 7.1(b), 7.2(c), 8, 9, 10.1, 10.2, 11.2, 12, 14, 15, 16 and 17.
- (b) In the event of any inconsistency between the terms and conditions of this Lease and this clause, then this clause prevails to the extent of the inconsistency.

18.7 Licence Fee

The fee payable by the Tenant to the Landlord for the Licence is included in the Rent.

18.8 Assignment of Licence

- (a) The Licence is personal to the Tenant.
- (b) The Tenant must not assign or attempt to assign the benefit of the Licence or any part of the Licence without first obtaining the written consent of the Landlord. The Landlord may refuse its consent, or impose conditions to its consent, in the absolute discretion of the Landlord.

18.9 Condition Upon Termination

On termination of the Licence the Tenant must remove from the Licensed Area all of its property.

18.10 No Breach of Lease

For the avoidance of doubt, a failure to comply with this clause is not a breach of the Lease.

18.11 Particular matters regarding Residence

- (a) In using the Residence the Tenant must:
 - (i) not overload the floors or walls of the Residence;
 - (ii) not damage or make any alterations to the Residence ; and
 - (iii) keep the Residence clean.
- (b) If the Landlord wishes to use the Residence to the exclusion of the Tenant, the Landlord must give the Tenant at least two weeks written notice the date from which the Landlord requires exclusive possession of the Residence (**Landlord Use Date**).

Title Reference 21396145

- (c) On the Landlord Use Date, the Tenant must:
 - (i) vacate the Residence;
 - (ii) remove the property of any occupants from the Residence; and
 - (iii) leave the Residence in a clean and tidy condition.
- (d) The Licence for the Residence is suspended, and the Tenant's rights to access or use the Residence cease, while the Landlord is in possession of the Residence under this clause.
- (e) The Landlord must notify the Tenant in writing when the Residence will resume.
- (f) The risk of the Licensed Area will be:
 - (i) while the Tenant is in possession of the Residence, with the Tenant; and
 - (ii) while the Landlord is in possession of the Residence under this clause, with the Landlord.
- (g) Either party may terminate the Licence in respect of the Residence upon written notice of at least one month to the other party.

18.12 Particular matters regarding Access Road

- (a) The parties acknowledge that it is their intention that the current entrance to the Premises from the main road is relocated and that the Access Road is constructed.
- (b) The Access Road will be constructed by the Tenant at its sole cost and responsibility.
- (c) The Tenant is liable to repair and maintain the Access Road so that it remains suitable for access by motor vehicles, except to the extent that the Landlord or any invitee of the Landlord has caused or contributed to the need for repair or maintenance of the Access Road.

Title Reference 21396145

Schedule 1 – Reference Schedule

Item 1 (clause 1.1)	Landlord Andrew Richard Conway and Vanessa Joy Teague
Item 2 (clause 1.1)	Tenant Rainforest Rescue ACN 086 885 154
Item 3 (clause 1.1)	Land The land is situated at 1506 Cape Tribulation Road, Cow Bay in the State of Queensland and is more particularly described as Lot 551 on RP 748411, Title Reference 21396145
Item 4 (clause 1.1)	Premises Part of the Land hatched on the Lease Plan
Item 5 (clauses 1.1 & 1.1)	Term Ten (10) years
Item 6 (clause 1.1)	Commencement Date
Item 7 (clause 1.1)	Expiry Date
Item 8 (clause 2.1)	Rent \$1.00 per annum (plus GST)
Item 9 (clause 6.1)	Permitted Use A tree nursery and general conservation activities, including educational activities related to conservation
Item 10 (clause 9.1(a))	Public Liability Insurance \$20 million
Item 11 (clause 15.4)	Default Interest 8% per annum
Item 12 (clause 15.2(a))	Landlord's Address for Service of Notices (a) Street address: 9 Park Crescent, Fairfield VIC 3078 (b) Postal address: 9 Park Crescent, Fairfield VIC 3078 (c) Fax: N/A (d) Email: vanessa@greatcactus.org (e) Attention: Vanessa Teague
Item 13 (clause 15.2(b))	Tenant's Address for Service of Notices (a) Street address: 38 Gordon St, Mullumbimby NSW 2482

Title Reference 21396145

- (b) Postal address:
- (c) Fax:
- (d) Email:

PO Box 40 Mullumbimby NSW 2482
N/A
ceo@rainforestrescue.org.au

Title Reference 21396145

Schedule 2 – Lease Plan

REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	Nail in Telstra Pit	2/SR507	170°04'	1-883
1	ORT not searched	IS189653	291°35'	5-271
2	O GI Nail in Bit		4°05'30"	14-598
3	Pin		293°05'20"	31-267
3	OIP	3a/SR507	356°06'	1-006
3	ORT not searched	3a/SR507	175°06'	1-328
3	Spike in Bit		340°36'	12-773
4	OIP (0-5 deep)	3/SR507	176°06'	1-006
5	Pin		23°06'	0-896
6	Pin		202°02'	2-498
7	Pin		188°16'	0-841
8	OIP	7/RP737397	0°0'	1-0
8	Screw in Conc		254°34'	16-993

Peg placed at all new corners -
unless otherwise stated.

LEASE A

6604 m²

551

RP748411

CAPE

TRIBULATION

ROAD

ROAD

CREEK

BUCHANAN

ROAD

Reinstatement Report

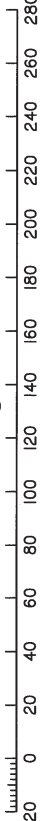
Plans searched: SR507, IS189653, RP737397 & RP748411.

Datum of survey is from stations 2-3 fixed by reference marks at these stations resulting in 0.033m shortage to deed (0-092m shortage compared to IS189653).

This fix confirmed by connection to OIP's at stations 4 & 8 resulting in deed bearing and distance from stations 2-8 & 3-4.

Station 1 has been fixed by maintaining original connection from station 2. The fix of the boundary from stations 1-4 resulting in deed bearing and 0-047m shortage compared to deed.

Scale 1:2000 - Lengths are in Metres.



RPS Australia East Pty Ltd (ACN 140 292 762) hereby certify that the land comprised in this plan was surveyed by the corporation, by Matthew James WILLING, surveying associate and Daniel Geoffrey PINKHAM, surveying graduate, for whose work the corporation accepts responsibility, under the supervision of Adrian Edward SOLOMON, cadastral surveyor, and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 28/09/2021.

Adrian Edward Solomon
Authorised Delegate

5/11/2021
Date

0 50mm 100mm 150mm State copyright reserved.	
Plan of Lease A in Lot 551 on RP748411	
LOCAL GOVERNMENT: DOUGLAS SHIRE Meridian: SR507	LOCALITY: COW BAY Survey Records: No
Scale: 1:2000 Format: STANDARD	

Dealing Number

Duty Imprint



OFFICE USE ONLY

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

1. Lessor	Lodger (Name, address & phone number)	Lodger Code
ANDREW RICHARD CONWAY AND VANESSA JOYTHYNNE & MACARTNEY, Solicitors TEAGUE	GPO Box 245, Brisbane, Qld, 4001 Tel: 07 3231 8888 Fax: 07 3229 0855 Email: dnr_notification@thymac.com.au Ref: SPM:220085	045B

2. Lot on Plan Description	Title Reference
LOT 551 ON RP 748411	21396145

3. Lessee	Given names	Surname/Company name and number	(include tenancy if more than one)
		RAINFORREST RESCUE ACN 086 885 154	

4. Interest being leased
Fee Simple

5. Description of premises being leased
PART OF THE LAND ON THE ATTACHED PLAN MARKED AS "LEASE A"

6. Term of lease	7. Rental/Consideration
Commencement date: Expiry date: Options: Nil	See attached schedule

8. Grant/Execution

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Witnessing Officer (signature, full name & qualification)	Execution Date	Lessor's Signature
--	-----------------------	---------------------------

..... / /

.....

(Witnessing officer must be in accordance with Schedule 1 of Land Title

.....
Richard Andrew Conway
ADDITIONAL EXECUTIONS SEE ENLARGED PANEL

Act 1994 eg Legal Practitioner, JP, C Dec)

9. Acceptance

The lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

Witnessing Officer (signature, full name & qualification)	Execution Date	Lessee's Signature
--	-----------------------	---------------------------

..... / /

Rainforest Rescue ACN 086 885 154

.....

Director

(Witnessing officer must be in accordance with Schedule 1 of Land Title

.....
Director/Secretary

Act 1994 eg Legal Practitioner, JP, C Dec)

Title Reference 21396145

8. Grant/Execution

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Witnessing Officer (signature, full name & qualification)

Execution Date

Lessor's Signature

.....

/ /

.....

.....
(Witnessing officer must be in accordance with Schedule 1 of Land Title
Act 1994 eg Legal Practitioner, JP, C Dec)

.....
Vanessa Joy Teague

Title Reference 21396145

TABLE OF CONTENTS

1.	DEFINITIONS & INTERPRETATION	7
1.1	Definitions	7
1.2	Interpretation	8
1.	TERM	8
1.1	Term	8
1.2	Holding Over	9
1.3	Termination before Commencement Date	9
2.	RENT	9
2.1	Payment of Rent	9
2.2	No Set-Off	9
3.	Expenses Due to Tenant's Use of Premises	9
4.	GOODS & SERVICES TAX	10
4.1	Tenant to Pay GST	10
4.2	Tax Invoice	10
4.3	Third Party Supplies	10
5.	COSTS	10
5.1	Landlord's Costs	10
5.2	Registration Fees	11
5.3	Landlord's Prohibition	11
5.4	Costs of Litigation	11
6.	USE	11
6.1	Permitted Use	11
6.2	Use Not Exclusive	11
6.3	No Representations or Warranties	11
6.4	Use of Premises	11
6.5	Restrictions on Use	12
6.6	Environmental Management Plan	12
7.	MAINTENANCE	12
7.1	Obligation to Repair & Maintain	12
7.2	Condition of Premises on Termination	13
7.3	Tenant's Property Left Behind	13
7.4	Tenant to Fix Damage	13
8.	ALTERATIONS	13
8.1	Consent Required	13
8.2	Carrying Out Alterations	14

Title Reference 21396145

8.3	Maintenance of Alterations	14
9.	INSURANCES	14
9.1	Tenant's Insurance Requirements	14
9.2	Terms of Insurance Policies	14
9.3	Currency of Policies	14
9.4	Tenant Not to Breach Policy	14
10.	INDEMNITIES BY THE TENANT	15
10.1	Risk & Release	15
10.2	Indemnity	15
11.	LANDLORD'S RIGHTS & OBLIGATIONS	15
11.1	Quiet Enjoyment	15
11.2	Reservations	15
11.3	Rights of Access	16
11.4	Landlord's Consent	16
12.	SIGNS	16
12.1	Landlord's Consent Required	16
12.2	Tenant to Pay	16
12.3	Tenant to Comply with Requirements	17
12.4	Failure to Comply	17
12.5	Removal of Signage	17
13.	ASSIGNMENT & SUBLETTING	17
13.1	No Encumbrance	17
13.2	Subletting Premises	17
13.3	Assignment	17
13.4	Change in Control	18
13.5	Assignment by Landlord	19
14.	DEFAULT	19
14.1	Events of Default by Tenant	19
14.2	Recovery of Damages	20
14.3	Appointment of Landlord as Attorney	20
14.4	Interest on Overdue Money	21
14.5	Termination of Lease	21
14.6	Landlord May Remedy Default	21
14.7	No Waiver	21
14.8	Essential Terms	22
15.	NOTICES	22
15.1	Service	22
15.2	Address for Service	22

Title Reference 21396145

15.3	Time of Receipt	22
16.	GENERAL	23
16.1	No Covenants Implied	23
16.2	Severance	23
16.3	Parties	23
16.4	Notices to be in Writing	23
16.5	Lease is a Deed	23
16.6	No Caveats by Tenant	23
16.7	Liquidated Debt	23
16.8	Governing Law	23
16.9	Giving Effect to this Lease	24
16.10	Waiver of Rights	24
16.11	Operation of this Lease	24
16.12	Operation of Indemnities	24
16.13	No Merger	24
16.14	Exclusion of Contrary Legislation	24
16.15	Compliance	25
16.16	Mitigation	25
16.17	Tenant's Warranty	25
17.	WATER LICENCE	25
17.1	Acknowledgement	25
17.2	Application	25
17.3	Indemnity	25
17.4	Water Licence	26
18.	NON-EXCLUSIVE LICENCE TO USE LAND	26
18.1	Definitions in this clause:	26
18.2	Grant of Licence	26
18.3	Exclusivity	26
18.4	No Warranty	26
18.5	Use	27
18.6	Application of Lease	27
18.7	Licence Fee	27
18.8	Assignment of Licence	27
18.9	Condition Upon Termination	27
18.10	No Breach of Lease	27
18.11	Particular matters regarding Residence	28
18.12	Particular matters regarding Access Road	28
	Schedule 1 – Reference Schedule	29

Title Reference 21396145

Schedule 2 – Lease Plan

31

Title Reference 21396145

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In this Lease, unless the context indicates otherwise:

Business Day means a day (other than a Saturday, Sunday or public holiday) which banks are open for business in the city in which the Premises are situated.

Commencement Date means the date stated at **Item 6**.

Environmental Management Plan means the environmental management plan documenting both the Landlord and Tenant's obligations regarding the environment in respect of the Land and Premises as agreed between the Landlord and Tenant, acting reasonably.

Expiry Date means the date stated at **Item 7**.

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person;
- (c) a local authority or other relevant authority; or
- (d) a person (whether autonomous or not) who is charged with the administration of a law.

GST has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), and includes any applicable additional tax, penalty tax, fine, interest or other charge.

Item means an item in the Reference Schedule.

Land means the land described in, and situated at the address noted in, **Item 3**, and includes all improvements on it.

Landlord means the landlord noted at **Item 1** and includes its assigns and successors in title.

Landlord's Property means anything on the Land that is not the Tenant's Property, and includes (without limitation) plant, equipment, fixtures, fittings, furnishings and other property of the Landlord

Jointly Owned Property means the solar panels and associated infrastructure that will be jointly owned by the Landlord and Tenant and located on the Land.

Lease means this Form 20 Schedule, the Form 7 attached to the front of this Form 20 Schedule and any plan attached to this Form 20 Schedule, and any equitable lease or common law tenancy evidenced by this lease.

Lease Plan means the plan of the Premises contained in Schedule 2 of this Lease.

Permitted Use means the use of the Premises stated at **Item 9**.

Premises means that part of the Land described in **Item 4** as shown on the Lease Plan and the Jointly Owned Property.

Title Reference 21396145

Reference Schedule means the reference schedule contained in **Schedule 1**.

Rent means the annual rent stated at **Item 8**.

Tenant means the tenant noted at **Item 2** and its permitted assigns.

Tenant's Agents means:

- (a) while they are on the Premises, every employee, agent, supplier, customer, client, contractor, subcontractor, consultant, trustee, licensee, invitee of the Tenant; and
- (b) while on the Land, the above-mentioned persons, but only while under the Tenant's control.

Tenant's Property means anything installed or placed in or on the Premises by or for the Tenant.

Term means the term of this Lease specified at **Item 5**, commencing on the Commencement Date and expiring on the Expiry Date.

1.2 Interpretation

- (a) Reference to:
 - (i) one gender includes the others;
 - (ii) the singular includes the plural and vice versa;
 - (iii) a person includes a body corporate;
 - (iv) a party includes the party's executors, administrators, successors and permitted assigns;
 - (v) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:
 - (A) that Statutory Provision as amended or re-enacted from time to time; and
 - (B) a statute, regulation or provision enacted in replacement of that Statutory Provision;
 - (vi) month or monthly means a calendar month; and
 - (vii) a right includes a remedy, authority or power.
- (b) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (c) Headings are for convenience only and do not form part of this Lease or affect its interpretation.

1. TERM

1.1 Term

The Landlord leases the Premises to the Tenant for the Term.

Title Reference 21396145

1.2 Holding Over

- (a) If the Tenant continues to occupy the Premises (without the Landlord notifying the Tenant that the Tenant must vacate by the Expiry Date) and without any renewal of this Lease, the Tenant is a monthly tenant and must pay one twelfth of the following monthly in advance:
 - (i) the Rent;
 - (ii) the Tenant's Proportion; and
 - (iii) any other money payable by the Tenant to the Landlord under this Lease.
- (b) The Tenant or the Landlord may terminate the monthly tenancy on any day by giving a month's notice to the other.
- (c) Subject to this **clause 1.2**, the monthly tenancy is on the same terms as this Lease, but including any changes necessary to make the terms appropriate for a monthly tenancy.

1.3 Termination before Commencement Date

- (a) The parties agree that this clause applies and operates from the date the parties sign this Lease, even though that date is prior to the commencement of the Term.
- (b) The Tenant may terminate this Lease by notice in writing to the Landlord at any time prior to the date that is 3 months before the Commencement Date (**Termination Notice**).
- (c) If the Tenant provides the Landlord with Termination Notice, this Lease and all rights and obligations under it will be at an end and neither party will have any further claim against the other.
- (d) If the Tenant does not issue a Termination Notice, then this clause has no effect.

2. RENT

2.1 Payment of Rent

If demanded by the Landlord, the Tenant must pay the Rent in advance on the Commencement Date and thereafter on each anniversary of the Commencement Date.

2.2 No Set-Off

Rent and all other payments payable by the Tenant under this Lease must be made without any set-off, counterclaim, withholding or deduction.

3. Expenses Due to Tenant's Use of Premises

- (a) The Tenant must pay to the relevant authorities all charges for gas, electricity, water, data services and telephone consumed by the Tenant in the Premises or the Land, if applicable.
- (b) The Tenant must pay all rates, taxes, charges, assessments, outgoings and impositions whatsoever (whether assessed, charged or imposed under local, State or Federal law and whether on a capital or revenue basis or any other basis, even though of a novel character), that:

Title Reference 21396145

(i) are not assessed or payable at the Commencement Date, but which may be at any time during the Term or subsequent holding over assessed, charged or imposed upon or in respect of the Land; and

(ii) that arises directly from the business conducted from the Premises by the Tenant,

whether assessed against the Landlord or directly against the Tenant. Any amounts assessed against the Landlord must be paid to the Landlord within 14 days of the Tenant receiving a written demand for payment.

4. GOODS & SERVICES TAX

4.1 Tenant to Pay GST

- (a) Unless specified otherwise in this Lease, the parties acknowledge and agree that any amount payable under this Lease has been calculated without regard to GST.
- (b) If GST is imposed on any supply made under this Lease, then the party receiving the supply must pay the GST imposed on the supply.

4.2 Tax Invoice

The party making a supply under this Lease must provide the party paying the GST imposed on the supply with a valid GST tax invoice.

4.3 Third Party Supplies

If:

- (a) this Lease requires the Tenant to reimburse the Landlord for a supply made under this Lease by a third party; and
- (b) the Landlord is entitled to claim an input tax credit on any amount paid by it for that supply,

then the amount that the Tenant must pay for that supply is the amount that the Landlord paid for the supply:

- (c) less the input tax credit; and
- (d) plus the GST required to be paid by the Tenant under **clause 4.1**.

5. COSTS

5.1 Landlord's Costs

The Tenant must pay on demand the Landlord's reasonable costs in relation to::

- (a) the preparation of a survey plan of the Premises;
- (b) legal costs relating to any variation (where requested by the Tenant and excluding any variation arising from a sequential lease) assignment, extension (other than by way of a sequential lease) surrender or other termination of this Lease arising as a result of the Tenant's default or where requested by the Tenant, otherwise than by effluxion of time;
- (c) third party costs or legal costs in relation to any consent or approval requested by the Tenant (whether granted or not);

Title Reference 21396145

- (d) third party costs or legal costs in relation to the Tenant applying for or obtaining the consent of any Government Authority or other authority for approval of the Lease or the Tenant's use of the Premises;
- (e) every breach or default of this Lease by the Tenant (on a full indemnity basis);
- (f) the exercise or lawful attempted exercise of any right, power, privilege, authority or remedy of the Landlord under or by virtue of this Lease (on a full indemnity basis); and
- (g) the Landlord doing anything the Tenant should have done under this Lease, if the Tenant does not do so within the time required by this Lease (or if no time is specified, a reasonable time) or, if in the Landlord's reasonable opinion, the Tenant does not do so properly.

5.2 Registration Fees

The Tenant must pay any registration fees (including requisition fees where the reason for the requisition arises as a result of an error on the Tenant's part) on or arising from this Lease.

5.3 Landlord's Prohibition

Nothing in this **clause 5** requires the Tenant to pay any amount which the Landlord is from time to time prohibited from recovering from the Tenant.

5.4 Costs of Litigation

If the Landlord is made a party to any litigation commenced by or against the Tenant (other than litigation between the Landlord and the Tenant) and arising:

- (a) directly or indirectly out of the acts or omissions of the Tenant in relation to the Premises or Land, the Landlord will be paid by the Tenant on demand all legal fees and disbursements (as between solicitor and own client) incurred in connection with the litigation, except to the extent the Landlord's act, default, or negligence has caused the need for the litigation.

6. USE

6.1 Permitted Use

The Tenant must use the Premises only for the Permitted Use and not for any other business or purpose.

6.2 Use Not Exclusive

The Tenant acknowledges and agrees that the Permitted Use is not exclusive to the Tenant.

6.3 No Representations or Warranties

The Landlord does not represent or warrant that the Premises are suitable or can be lawfully used for the Permitted Use or for any other purposes of the Tenant.

6.4 Use of Premises

The Tenant must, at the Tenant's cost:

Title Reference 21396145

- (a) obtain any necessary consents or licences regarding the Permitted Use, keep them current and comply with any conditions attaching to them (failure to obtain any necessary consents or licenses does not affect the Tenant's obligation to comply with this Lease);
- (b) comply with all the laws relating to the Premises, the Permitted Use or the Tenant's occupation of the Premises;
- (c) manage and conduct its business from the Premises in a proper and businesslike manner;
- (d) use the Jointly Owned Property for its intended use; and
- (e) keep the Premises tidy and in good condition and not allow waste, junk or garbage to accumulate.

6.5 Restrictions on Use

The Tenant must not, and must ensure that the Tenant's Agents do not:

- (a) use the Premises or any part of the Premises as a residence or for any noxious, noisome, offensive, dangerous or illegal activity or purpose;
- (b) do anything in, on or from the Premises which is or might become a nuisance, annoyance or disturbance to the Landlord, other tenants of the Land or to the owners or occupiers of neighbouring premises;
- (c) keep any animal, domestic pet or bird in or on the Premises except for service animals;
- (d) hold any auction, bankrupt or fire sale in or on the Premises;
- (e) bring onto the Premises any fluid, gas or substance which is or might be dangerous because of its inflammable, explosive or corrosive nature, other than fertiliser used in the ordinary course of carrying out the Permitted Use or petrol for use in a fire pump;
- (f) do anything that might invalidate any insurance policy in respect of the Land or the Premises or increase the premium payable for such insurance, except where such activities arise from the Permitted Use;
- (g) alter or install any services provided to the Premises, or overload any service; or
- (h) clear from or cut down any trees on the Premises.

6.6 Environmental Management Plan

- (a) The Landlord and Tenant must use their best endeavours to comply with the Environmental Management Plan.
- (b) If there is any inconsistency between the Environmental Management Plan and this Lease, the provisions of this Lease shall prevail.

7. MAINTENANCE

7.1 Obligation to Repair & Maintain

The Tenant must, at the Tenant's own cost, throughout the Term and otherwise while the Tenant is in possession of the Premises:

Title Reference 21396145

- (a) keep and maintain the Premises tidy and in good and substantial repair, order and condition as they were in as at the Commencement Date, fair wear and tear excepted;
- (b) promptly repair and make good any damage done to the Premises or the Land caused by the Tenant or the Tenant's Agents; and
- (c) keep and maintain the Tenant's Property clean and in good repair and working condition, fair wear and tear excepted.

7.2 Condition of Premises on Termination

At the end of this Lease, the Tenant must:

- (a) surrender and yield up the Premises in the state and condition required under **clause 7.1(a)**;
- (b) remove the Tenant's Property and any alterations from the Premises; and
- (a) remove any alterations made to the Premises by the Tenant and reinstate the Premises so that the Premises are in the same condition as before the alterations were made.
- (c) remove all waste, junk and garbage from the Land.

7.3 Tenant's Property Left Behind

If the Tenant does not remove the Tenant's Property from the Premises in accordance with **clause 7.2**:

- (a) any items left will be deemed abandoned by the Tenant and, at the election of the Landlord, will become the property of the Landlord; and
- (b) the Landlord may deal with the items left, at the Tenant's cost, in any way the Landlord considers appropriate.

7.4 Tenant to Fix Damage

The Tenant must make good any damage done to the Premises as a result of the Tenant complying with **clause 7.2**.

8. ALTERATIONS

8.1 Consent Required

The Tenant must not make or allow to be made any alterations or additions to the Premises of a structural or capital nature unless the Tenant first obtains the consent of the Landlord (which is not to be unreasonably withheld or delayed) and the approval or consent of any relevant authority.

For the avoidance of doubt:

- (a) the Landlord acknowledges that the Tenant will be required to construct buildings, sheds and other similar structures in order to properly carry out the Permitted Use, and will not unreasonably withhold its consent; and
- (b) the Tenant is not required to obtain the Landlord's consent if the Tenant alters, changes or removes any of the Tenant's Property, or otherwise makes non-structural or non-capital alterations or additions.

Title Reference 21396145

8.2 Carrying Out Alterations

Any alterations or additions must:

- (a) be carried out in a proper and workmanlike manner at the expense of the Tenant;
- (b) comply with any reasonable requirements of the Landlord; and
- (c) comply with all legislation and the requirements of any Government Agency.

8.3 Maintenance of Alterations

The Tenant is responsible for the maintenance, repair and replacement, including capital costs, of any alterations or additions to the Premises, which must be done at the cost of the Tenant.

9. INSURANCES

9.1 Tenant's Insurance Requirements

During the Term, the Tenant must have and keep current:

- (a) a public liability insurance policy for an amount not less than that stated at **Item 10** for each event, which policy must (in addition to the requirements of **clause 9.2**):
 - (i) cover death and injury to any person and damage to property of any person sustained when that person is using or entering or near any entrance, passage or stairway to or in the Premises; and
 - (ii) expressly refer to and cover all of the Tenant's obligations under this Lease, including the obligation to indemnify the Landlord; and
- (b) an insurance policy to insure all persons employed by the Tenant on the Premises.

9.2 Terms of Insurance Policies

All policies under **clause 9.1** must:

- (a) contain all provisions that are normally contained in such policies; and
- (b) note the Landlord and any mortgagee of the Landlord as interested parties.

9.3 Currency of Policies

Upon request by the Landlord the Tenant must give to the Landlord copies of a certificate of currency of an insurance policy required under **clause 9.1**.

9.4 Tenant Not to Breach Policy

The Tenant must not do or allow anything to be done that:

- (a) contravenes or may render void or voidable any insurance policy relating to the Premises or the Land; or

Title Reference 21396145

- (b) may lead to an increase in premiums payable for any insurance policy relating to the Premises or the Land without the consent of the Landlord (which consent must not be unreasonably withheld if the Tenant agrees to pay any increases in the premiums), except where such increase arises by virtue of the Tenant lawfully carrying out the Permitted Use.

10. INDEMNITIES BY THE TENANT

10.1 Risk & Release

The Tenant will occupy and use the Premises at the risk of the Tenant and hereby releases to the full extent permitted by law the Landlord and its contractors and employees from all claims and demands and from all liability which might arise in respect of any damage to the Premises, property or death of or injury to any person in or near the Premises (except to the extent caused or contributed to by the negligent act, omission or default of the Landlord, its contractors or employees) and the Landlord will have no responsibility or liability for any loss of or damage to the Tenant's Property (except to the extent caused or contributed to by the negligent act, omission or default of the Landlord, its contractors or employees).

10.2 Indemnity

Without limiting the generality of **clause 10.1**, the Tenant will indemnify the Landlord against all actions, claims, losses, damages, costs and expenses for which the Landlord might become liable in respect of or arising from:

- (a) Loss, damage or injury to property or person caused or contributed to by the use of the Premises by the Tenant or the Tenant's agents; and
- (b) loss, damage or injury to the Premises or to any property or person within or without the Premises occasioned or contributed to by any negligent act or omission or default of the Tenant or the Tenant's Agents,

except to the extent caused or contributed to by the Landlord's negligent act, omission or breach of the Lease.

11. LANDLORD'S RIGHTS & OBLIGATIONS

11.1 Quiet Enjoyment

- (a) Subject to **clause 11.1(b)**, if the Tenant does everything which the Tenant is required to do under this Lease the Landlord must permit the Tenant to have possession of the Premises and to use them for the purpose and in the manner allowed under this Lease without interruption or disturbance by the Landlord or by any other person lawfully claiming under the Landlord.
- (b) The Tenant's right to be free of interruption or disturbance is subject to the rights of the Landlord under this Lease.

11.2 Reservations

Despite anything else in this Lease, the Tenant acknowledges and agrees that the Landlord reserves the right to:

- (a) grant any other lease or licence of space in or on the Land for the same purpose as the Permitted Use;
- (b) install, maintain, use, repair, alter or replace any service contiguous or adjacent to the Premises;
- (c) do anything the Landlord believes reasonably necessary or desirable in relation to any of the following:
 - (i) complying with any law or legal requirement;

Title Reference 21396145

- (ii) creating any easement or other right through or around the Premises;
- (d) grant an easement in respect of any part of the Premises, without substantially affecting the Tenant's rights under this Lease; and
- (e) subdivide the Land or any part of it.

11.3 Rights of Access

- (a) The Tenant must allow the Landlord, or any person authorised by the Landlord, to have access to and enter the Premises at any reasonable time for any of the following purposes:
 - (i) to inspect the condition of the Premises;
 - (ii) to check the use of the Premises;
 - (iii) to do any work that the Landlord must or may do pursuant to this Lease or the law;
 - (iv) to do any work that the Tenant is required to do pursuant to this Lease or the law, but has failed to do;
 - (v) to value the Premises;
 - (vi) to inspect the Premises or to affix on the Premises a notice in relation to a prospective sale of the Premises;
 - (vii) to inspect the Premises or to affix a notice on the Premises within the last 6 months of the Term or at any time after the Expiry Date in relation to a prospective letting of the Premises;
 - (viii) The Landlord must give the Tenant at least 1 Business Day's written notice of access or entry to the Premises, except in an emergency where no notice is needed.

11.4 Landlord's Consent

If the Landlord's consent is required for anything under this Lease, that consent must be in writing.

12. SIGNS

12.1 Landlord's Consent Required

- (a) The Tenant must not, without the prior written consent of the Landlord, which must not be unreasonably withheld, place or erect on the Premises or Land any signs, placards or other advertising media (**Signage**).
- (b) For the purpose of obtaining the written consent of the Landlord, the Tenant must provide the Landlord with fully detailed plans and specifications of all Signage proposed to be placed on the Premises.

12.2 Tenant to Pay

The Tenant will pay the costs for the construction and erection of any such Signage together with their maintenance to a good standard at all times.

Title Reference 21396145

12.3 Tenant to Comply with Requirements

The Tenant will comply with and observe at its costs and requirements imposed by statute or Government Agency which are applicable to any such Signage and will pay all licence fees and other charges levied by any Government Agency on any such Signage.

12.4 Failure to Comply

The Landlord may, at any time on giving the Tenant reasonable notice, require the Tenant to remove or alter the Signage placed or erected on the Premises by the Tenant which does not comply with the provisions of this **clause 12**, if the Tenant fails, within a reasonable time, to comply with any such requirement, the Landlord may attend to the removal or alteration of the Signage at the Tenant's expense.

12.5 Removal of Signage

On the Expiry Date or sooner termination of this Lease the Tenant must remove from the Premises and Land all Signage and return those areas where any Signage was affixed to the state that they were prior to the Tenant's occupation of the Premises (fair wear and tear excepted), at the Tenant's cost in all respects.

13. ASSIGNMENT & SUBLETTING

13.1 No Encumbrance

The Tenant must not mortgage, charge, encumber or otherwise deal with the Tenant's estate or interest in this Lease without the prior written consent of the Landlord, which may be given or withheld at the Landlord's absolute discretion.

13.2 Subletting Premises

The Tenant must not sublet or part with possession of the whole or any part of the Premises without the prior consent of the Landlord and the Landlord may refuse its consent, or impose conditions to its consent, in the absolute discretion of the Landlord.

13.3 Assignment

(a) Tenant to Request Assignment

The Tenant must not assign this Lease without the prior written consent of the Landlord. If the Tenant wants to assign this Lease, the Tenant must, prior to the assignment commencing:

- (i) request (in writing) the Landlord's consent to the proposed assignment;
- (ii) give the Landlord any information the Landlord reasonably requires concerning the financial standing and business experience of the Tenant and proposed assignee to make a decision under **clause 13.3(b)(ii)**; and
- (iii) have complied with its obligations under **clauses 13.3(a)(i) and 13.3(a)(ii)**.

(b) Landlord Not to Withhold Consent

The Landlord must not unreasonably withhold its consent under **clause 13.3(a)** if:

- (i) the new tenant does not propose to change the Permitted Use;

Title Reference 21396145

- (ii) the Tenant satisfies the Landlord that the new tenant is financially secure and has the ability to carry out the Tenant's obligations under this Lease;
 - (iii) the new tenant signs the agreement required by **clause 13.3(c)** and gives any guarantee or other security which the Landlord reasonably requires;
 - (iv) the Tenant complies with **clause 13.3(a)**;
 - (v) the Tenant complies with any other reasonable requirements of the Landlord;
 - (vi) both at the time of service of the Tenant's written request for the Landlord's consent to the proposed assignment and on the date of assignment, the Tenant is not in breach of this Lease;
 - (vii) the Tenant provides the Landlord with any information requested by the Landlord in relation to the new tenant or the assignment, including (without limitation) information about the financial standing and business experience of the new tenant;
 - (viii) the new tenant is a charity registered under the *Australian Charities and Not-for-profits Commission Act 2012* (Cth) or is an aboriginal corporation; and
 - (ix) the Tenant pays the Landlord any reasonable costs the Landlord incurs in relation to the assignment, including any mortgagee consent fees, and the Landlord's reasonable costs of investigation the new tenant.
- (c) Deed of Covenant
- (i) The Tenant must procure from the new tenant before this Lease is assigned the execution of a deed of covenant to be prepared by the Landlord's solicitors at the expense of the Tenant, which deed of covenant will set out that the new tenant must comply with all of the Tenant's obligations (express and implied) under this Lease, including the obligation to indemnify the Landlord.
 - (ii) If the new tenant is a company (other than a company whose shares are listed on any stock exchange in Australia or a company limited by guarantee) then the Tenant must procure the execution by the directors and principal shareholders of the new tenant of a guarantee and indemnity of the obligations of the new tenant, such guarantee and indemnity to be prepared by the Landlord's solicitors at the expense of the Tenant.
 - (iii) Any deed, covenant or agreement on the part of the new tenant is deemed to be supplementary to this Lease and shall not in any way relieve the Tenant from its liability under this Lease for the Term.

13.4 Change in Control

If:

- (a) the Tenant is a company (other than a company whose shares are listed on any stock exchange in Australia or a company limited by guarantee); and
- (b) there is a change in 50% or more of the voting capital of the Tenant or its holding company,

then such change will be deemed to be an assignment of the Tenant's interest in this Lease, requiring the prior written consent of the Landlord. **Clause 13.3** will apply to the deemed assignment.

This clause does not apply while the Tenant is Rainforest Rescue.

Title Reference 21396145

13.5 Assignment by Landlord

If the Landlord transfers or otherwise assigns its interest in the Premises and in this Lease to the extent that such transferee or assignee is responsible for compliance with any covenants of the Landlord under this Lease, the Landlord shall, without further written agreement, be deemed to be relieved of all liability under this Lease but without in any way affecting the continuing liability of the Tenant under this Lease, subject to the Landlord first obtaining a deed of covenant from the assignee or transferee in the Tenant's favour whereby the assignee or transferee agrees to be bound by this Lease as if it were named as Landlord in this Lease, where the Lease is not registered.

14. DEFAULT

14.1 Events of Default by Tenant

The Tenant will be in default of this Lease if:

- (a) the Tenant damages the Land permanently so that the Land cannot be remediated or reinstated to a condition similar to that which it was before the Tenant damaged it;
- (b) the Tenant engages in criminal or unlawful behaviour on the Land;
- (c) the Tenant destroys any property not owned by it without the express consent of the party that owns the property (which consent may be given or withheld in the case of the Landlord at the Landlord's absolute discretion);
- (d) the Tenant materially interferes with or disturbs any neighbouring properties;
- (e) the Tenant commits a breach of **clause 6.1**;
- (f) in the case of an individual Tenant, the Tenant becomes bankrupt or commits an act of bankruptcy or brings his or her estate within the operation of any law relating to bankruptcy; or
- (g) in the case of a corporate Tenant:
 - (i) an order is made or a resolution passed that the company be wound up (except for the purpose of reconstruction or amalgamation with the written consent of the Landlord in accordance with **clause 13.3**);
 - (ii) an order is made or a meeting is called for the appointment of a provisional liquidator, a liquidator or an administrator to the Tenant;
 - (iii) an administrator, a receiver, a manager or an inspector is appointed in respect of the Tenant any of the assets of the Tenant;
 - (iv) the Tenant makes an assignment for the benefit of or enters into any arrangement or composition with that party's creditors;
 - (v) the Tenant is insolvent or unable to pay that party's debts within the meaning of the *Corporations Act 2001* (Cth);
 - (vi) a person under a mortgage, debenture, charge or other security is entitled to the possession or control of any of the assets of the Tenant; or

Title Reference 21396145

- (vii) the Tenant ceases to be a charity registered under the *Australian Charities and Not-for-profits Commission Act 2012* (Cth),

any of which are an "Act of Default".

14.2 Recovery of Damages

- (a) If the Tenant commits an Act of Default of this Lease, the Landlord may recover damages from the Tenant for losses over the entire period of this Lease but the Landlord must, except in the case of abandonment of the Premises by the Tenant, take all reasonable steps to mitigate the losses including endeavouring to Lease the Premises to a new tenant.
- (b) The Landlord's right to recover damages from the Tenant will not be affected if:
- (i) the Tenant abandons possession of the Premises;
 - (ii) there is a surrender of this Lease;
 - (iii) the Landlord accepts the repudiation of this Lease by the Tenant; or
 - (iv) the Landlord terminates this Lease by re-entering the Premises or any part of them or by demanding possession of the Premises.

14.3 Appointment of Landlord as Attorney

The Tenant irrevocably appoints the Landlord and, if the Landlord is or includes a corporation, the directors, the general manager and the secretary from time to time of the Landlord and all mortgagees, successors in title and attorneys from time to time of the Landlord and any substitute jointly and each of them severally as the lawful attorney of the Tenant, either in the name of the Landlord or the Tenant, without prejudice and in addition to any other rights or remedies of the Landlord, at any time and from time to time to do any one or more or all of the following:

- (a) after the power to re-enter under this Lease shall have been exercised or become exercisable or the Lease is terminated under **clause 14.5**:
- (i) execute a surrender of this Lease and register the same; and
 - (ii) generally do anything and execute any instrument or other document relating to the Premises and this Lease or any one or more of the same as fully and effectively as the Tenant could do itself.
- (b) after the expiration or earlier termination of the Term, a termination of the Lease under **clause 14.5** or after the Landlord has otherwise re-taken possession of the Premises:
- (i) remove, store, sell or otherwise deal with any fixtures, fittings, plant, equipment, partitions and other articles, chattels and contents of all kinds found on the Premises in such manner as the attorney may in its sole discretion see fit; and
 - (ii) apply any proceeds of sale of the same towards the cost of any such removal, storage, sale or other dealing, and towards any Rent or other money's payable by the Tenant to the Landlord under this Lease.
- (c) Proof

Title Reference 21396145

Sufficient proof of the existence of any circumstances entitling the exercise of any such powers shall be the statutory declaration of any such attorney. The Tenant consents to the registration of this power of attorney.

(d) **Indemnity & Ratification**

The Tenant covenants for itself and for its executors, administrators, successors and assigns to indemnify the Landlord and any such attorney and to ratify and confirm everything that the Landlord and any such attorney and any substitute or any of them may lawfully do or cause to be done relating to the exercise of any of these powers

(e) **No Obligation on Landlord**

Nothing contained in this Lease shall oblige the Landlord or any such attorney to act in respect of these powers or any of them.

14.4 Interest on Overdue Money

If the Tenant does not pay any money payable to the Landlord under this Lease, the Tenant must pay interest to the Landlord on the outstanding amount:

- (a) from the date the payment becomes due until the date the payment is made; and
- (b) at the rate stated at **Item 11**,

with such interest to accrue and be compounded monthly and be calculated on a daily basis from the day the Rent or other money was due until the day it is paid in full.

14.5 Termination of Lease

The Landlord may terminate this Lease by re-entering and taking possession of the Premises or by demanding possession of the Premises if:

- (a) the Tenant has committed an Act of Default; or
- (b) the Tenant repudiates this Lease,

and the Tenant fails to comply with a notice from the Landlord given under section 124(1) of the *Property Law Act (Qld)* 1974 within 30 days of the date of the notice or such longer period as is reasonable given the nature of the Act of Default.

14.6 Landlord May Remedy Default

The Landlord may (but is not obliged to) remedy at any time without notice any Act of Default by the Tenant under this Lease and whenever the Landlord so elects all reasonable costs incurred by the Landlord (including legal costs) in remedying a default will be a liquidated debt and must be paid by the Tenant to the Landlord on demand.

14.7 No Waiver

No consent or waiver expressed or implied by the Landlord to or of any breach of any obligation of the Tenant is to be taken as a consent or waiver to or of any other breach of the same or any other obligation. No waiver of any breach by the Tenant is to be implied from the Landlord's failure to exercise the Landlord's rights in respect of such breach.

Title Reference 21396145

14.8 Essential Terms

Each obligation of the Tenant to pay money under this Lease and the Tenant's obligations under the following clauses are essential terms of this Lease:

- (a) **Clause 2;**
- (b) **Clause 6;**
- (c) **Clause 7;**
- (d) **Clause 8;**
- (e) **Clause 9; and**
- (f) **Clause 13.**

15. NOTICES

15.1 Service

Any notice, demand, consent or other communication concerning this Lease must be in writing and may be:

- (a) left at or sent by pre-paid post to the Premises (if the communication is addressed to the Tenant);
- (b) left at or sent by pre-paid post to the Tenant's registered office (if the communication is addressed to the Tenant and the Tenant is a corporation);
- (c) left at or sent by pre-paid post to the address of the addressee in the Reference Schedule (or such other address previously notified by the addressee); or
- (d) sent by electronic mail to the email address of the addressee.

15.2 Address for Service

As at the Commencement Date:

- (a) the Landlord's address for service of notices is stated at **Item 12**; and
- (b) the Tenant's address for service of notices is stated at **Item 13**.

15.3 Time of Receipt

A notice given to a party in accordance with this clause is treated as having been given and received:

- (a) if delivered to or left at a party's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
- (b) if sent by pre-paid mail, on the third Business Day after posting; or

Title Reference 21396145

- (c) if sent by electronic mail and the sender does not receive a message from its internet service provider or the recipient's mail server indicating that it has not been successfully transmitted, at the time and on the day it was sent (if sent on a Business Day), otherwise on the next Business Day.

16. GENERAL

16.1 No Covenants Implied

No covenant is implied in this Lease by the *Property Law Act 1974* (Qld).

16.2 Severance

If any clause of this Lease shall be or become invalid, illegal or unenforceable, such clause shall so far as possible be read down to give it a valid operation of a particular character, or, if not so possible, shall be severed from the remaining provisions of this Lease and such remaining provisions shall not in any way be affected or impaired by the same.

16.3 Parties

- (a) If a party consists of more than 1 person, this Lease binds each of them separately and any 2 or more of them jointly.
- (b) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- (c) A party which is a trustee is bound both personally and in its capacity as a trustee.

16.4 Notices to be in Writing

Any notice, notification or consent under this Lease and any variation of this Lease must be in writing.

16.5 Lease is a Deed

This Lease is a deed even if it is not registered.

16.6 No Caveats by Tenant

The Tenant shall not at any time lodge or permit to be lodged for registration any caveat affecting the Land.

16.7 Liquidated Debt

Any amount payable by the Tenant to the Landlord pursuant to the terms of this Lease is recoverable by the Landlord from the Tenant as a liquidated debt.

16.8 Governing Law

- (a) This Lease is governed by the law in force in Queensland.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland, and any Court that may hear appeals from any of those courts, for any proceedings in connection with this Lease, and waives any right it might have to claim that those courts are an inconvenient forum.

Title Reference 21396145

16.9 Giving Effect to this Lease

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this Lease.

16.10 Waiver of Rights

- (a) A right may only be waived in writing, signed by the party giving the waiver, and:
 - (i) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
 - (ii) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
 - (iii) the exercise of a right does not prevent any further exercise of that right or of any other right.
- (b) The Landlord's acceptance of any arrears or late payment of Rent, the Tenant's Proportion or any other money under this Lease does not operate as a waiver of:
 - (i) the essentiality of the Tenant's obligation to pay Rent, the Tenant's Proportion or any other money during the Term; and
 - (ii) the Tenant's continuing obligation to pay Rent, the Tenant's Proportion or any other money during the Term.

16.11 Operation of this Lease

- (a) This Lease contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Lease and has no further effect.
- (b) Any right that a person may have under this Lease is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this Lease which is unenforceable or partly unenforceable if, where possible, to be severed to the extent necessary to make this Lease enforceable, unless this would materially change the intended effect of this Lease.

16.12 Operation of Indemnities

- (a) Each indemnity of the Tenant in this Lease survives the expiry or termination of this Lease.
- (b) The Landlord may recover a payment under an indemnity in this Lease before it makes the payment.

16.13 No Merger

The provisions of this Lease do not merge on termination.

16.14 Exclusion of Contrary Legislation

Any legislation that adversely affects an obligation of the Tenant, or the exercise by the Landlord of a right or remedy, under or relating to this Lease is excluded to the full extent permitted by law.

Title Reference 21396145

16.15 Compliance

Each party must comply with all applicable statutes, regulations and by-laws relating to health, safety, noise and other standards with respect to the Premises.

16.16 Mitigation

Each party must take all reasonable steps to minimise any loss or damage resulting from a breach of this Lease by the other party.

16.17 Tenant's Warranty

The Tenant warrants that it has not been induced to enter into this Lease by any express or implied statement, warranty or representation:

- (a) whether oral, written or otherwise;
- (b) made by or on behalf of the Landlord in respect of the Land or the Premises or anything relating to, or which could have an effect on, the Land or the Premises including but not limited to:
 - (i) the fitness or suitability of the Premises for any purpose; or
 - (ii) any fixtures, facilities or amenities on the Land.

17. WATER LICENCE

17.1 Acknowledgement

The Landlord acknowledges that the Premises is not supplied with water by a Government Agency and accordingly, in order for the Tenant to conduct the Permitted Use, a licence to take water from a water bore located upon the Land at 16.225244 S 145.422528 E is required (**Water Licence**).

17.2 Application

- (a) The Tenant will apply for the Water Licence at its own cost and expense.
- (b) The Landlord must provide all reasonable assistance to the Tenant to allow the Tenant to obtain the Water Licence, including signing all reasonable documentation.
- (c) If the relevant Government Agency requires the Water Licence to be held in the Landlord's name the Landlord agrees to hold the Water Licence in its name, which the Landlord will do at the cost of the Tenant.

17.3 Indemnity

The Tenant indemnifies the Landlord for any cost, charge, claim, expense or liability the Landlord may incur in relation to the Water Licence while the Tenant is the tenant and is using the Water Licence, except to the extent the negligent act or omission of the Landlord has caused or contributed to the cost, charge, claim, expense or liability.

Title Reference 21396145

17.4 Water Licence

- (a) The Tenant must construct all required infrastructure at its expense to allow the taking of water pursuant to the Water Licence. If infrastructure is required to be constructed on Land that does not form part of the Premises, the Landlord grants to the Tenant an exclusive licence to use that part of the Land required for construction and infrastructure (**Infrastructure Area**), on the same terms and conditions as this Lease (**Infrastructure Licence**). The Infrastructure Licence will commence on the date the Infrastructure Area commences to be used by the Tenant and will continue until the earlier of the termination or expiry of this Lease.
- (b) Upon the Water Licence being granted:
 - (i) the Tenant is liable for all fees and charges payable in relation to the holding of the Water Licence; and
 - (ii) the Tenant must comply with all conditions of the Water Licence.

18. NON-EXCLUSIVE LICENCE TO USE LAND

18.1 Definitions in this clause:

- (a) **Access Road** means an access road from the main road to the Premises and an access road is constructed from that new entrance to allow access to the Premises, with the location and particulars of the Access Road to be mutually agreed between the Landlord and the Tenant.
- (b) **Licence** means a non-exclusive licence to use the Licensed Area for the purposes set out in this clause.
- (c) **Licensed Area** means the Land, excluding the Premises.
- (d) **Residence** means the building erected on the Land that is used for residential purposes.

18.2 Grant of Licence

- (a) The Landlord hereby grants the Licence to the Tenant, and the grant is hereby accepted by the Tenant, on the terms, conditions and restrictions contained in this clause.
- (b) The Licence will commence on the Commencement Date and will continue until the earlier of the termination or earlier expiry of this Lease.

18.3 Exclusivity

The Tenant acknowledges and agrees that:

- (a) the Licence is not exclusive to the Tenant; and
- (b) the Landlord may use the Licensed Area to the exclusion of the Tenant, where notice is given pursuant to **clause 18.11 (b)**.

18.4 No Warranty

- (a) The Landlord does not represent or warrant that the Licensed Area is suitable or can be lawfully used for the any purpose, whether set out in this clause or not.

Title Reference 21396145

- (b) The Licensed Area is licensed to the Tenant on an "as is where is" basis.

18.5 Use

The Tenant is permitted to use the Licensed Area for the following purposes:

- (a) the Residence as a residence, office and/or dining area for the officers and employees of the Tenant;
- (b) the Access Road for the purpose of pedestrian and vehicle access;
- (c) access to and from the Premises, Residence and Infrastructure Area;
- (d) maintenance and repair of the Infrastructure Area and Access Road;
- (e) carrying out conservation monitoring or surveys or other similar activities associated with the Permitted Use;
- (f) installation of cameras, traps or similar items (subject to first obtaining the Landlord's consent, which will not be unreasonably withheld); and
- (g) pest control.

18.6 Application of Lease

- (a) The terms and conditions of the following clauses of the Lease shall apply to the Licensed Area as though the Licensed Area formed part of the Premises:

1.2, 1.3, 3, 4, 5, 6.1 - 6.3, 6.4(a) - 6.4(d), 6.5, 6.6, 7.1(b), 7.2(c), 8, 9, 10.1, 10.2, 11.2, 12, 14, 15, 16 and 17.
- (b) In the event of any inconsistency between the terms and conditions of this Lease and this clause, then this clause prevails to the extent of the inconsistency.

18.7 Licence Fee

The fee payable by the Tenant to the Landlord for the Licence is included in the Rent.

18.8 Assignment of Licence

- (a) The Licence is personal to the Tenant.
- (b) The Tenant must not assign or attempt to assign the benefit of the Licence or any part of the Licence without first obtaining the written consent of the Landlord. The Landlord may refuse its consent, or impose conditions to its consent, in the absolute discretion of the Landlord.

18.9 Condition Upon Termination

On termination of the Licence the Tenant must remove from the Licensed Area all of its property.

18.10 No Breach of Lease

For the avoidance of doubt, a failure to comply with this clause is not a breach of the Lease.

Title Reference 21396145

18.11 Particular matters regarding Residence

- (a) In using the Residence the Tenant must:
 - (i) not overload the floors or walls of the Residence;
 - (ii) not damage or make any alterations to the Residence ; and
 - (iii) keep the Residence clean.
- (b) If the Landlord wishes to use the Residence to the exclusion of the Tenant, the Landlord must give the Tenant at least two weeks written notice the date from which the Landlord requires exclusive possession of the Residence (**Landlord Use Date**).
- (c) On the Landlord Use Date, the Tenant must:
 - (i) vacate the Residence;
 - (ii) remove the property of any occupants from the Residence; and
 - (iii) leave the Residence in a clean and tidy condition.
- (d) The Licence for the Residence is suspended, and the Tenant's rights to access or use the Residence cease, while the Landlord is in possession of the Residence under this clause.
- (e) The Landlord must notify the Tenant in writing when the Residence will resume.
- (f) The risk of the Licensed Area will be:
 - (i) while the Tenant is in possession of the Residence, with the Tenant; and
 - (ii) while the Landlord is in possession of the Residence under this clause, with the Landlord.
- (g) Either party may terminate the Licence in respect of the Residence upon written notice of at least one month to the other party.

18.12 Particular matters regarding Access Road

- (a) The parties acknowledge that it is their intention that the current entrance to the Premises from the main road is relocated and that the Access Road is constructed.
- (b) The Access Road will be constructed by the Tenant at its sole cost and responsibility.
- (c) The Tenant is liable to repair and maintain the Access Road so that it remains suitable for access by motor vehicles, except to the extent that the Landlord or any invitee of the Landlord has caused or contributed to the need for repair or maintenance of the Access Road.

Title Reference 21396145

Schedule 1 – Reference Schedule

Item 1 (clause 1.1)	Landlord Andrew Richard Conway and Vanessa Joy Teague
Item 2 (clause 1.1)	Tenant Rainforest Rescue ACN 086 885 154
Item 3 (clause 1.1)	Land The land is situated at 1506 Cape Tribulation Road, Cow Bay in the State of Queensland and is more particularly described as Lot 551 on RP 748411, Title Reference 21396145
Item 4 (clause 1.1)	Premises Part of the Land hatched on the Lease Plan
Item 5 (clauses 1.1 & 1.1)	Term Ten (10) years
Item 6 (clause 1.1)	Commencement Date
Item 7 (clause 1.1)	Expiry Date
Item 8 (clause 2.1)	Rent \$1.00 per annum (plus GST)
Item 9 (clause 6.1)	Permitted Use A tree nursery and general conservation activities, including educational activities related to conservation
Item 10 (clause 9.1(a))	Public Liability Insurance \$20 million
Item 11 (clause 15.4)	Default Interest 8% per annum
Item 12 (clause 15.2(a))	Landlord's Address for Service of Notices (a) Street address: 9 Park Crescent, Fairfield VIC 3078 (b) Postal address: 9 Park Crescent, Fairfield VIC 3078 (c) Fax: N/A (d) Email: vanessa@greatcactus.org (e) Attention: Vanessa Teague
Item 13 (clause 15.2(b))	Tenant's Address for Service of Notices (a) Street address: 38 Gordon St, Mullumbimby NSW 2482

Title Reference 21396145

- (b) Postal address:
- (c) Fax:
- (d) Email:

PO Box 40 Mullumbimby NSW 2482
N/A
ceo@rainforestrescue.org.au

Title Reference 21396145

Schedule 2 – Lease Plan

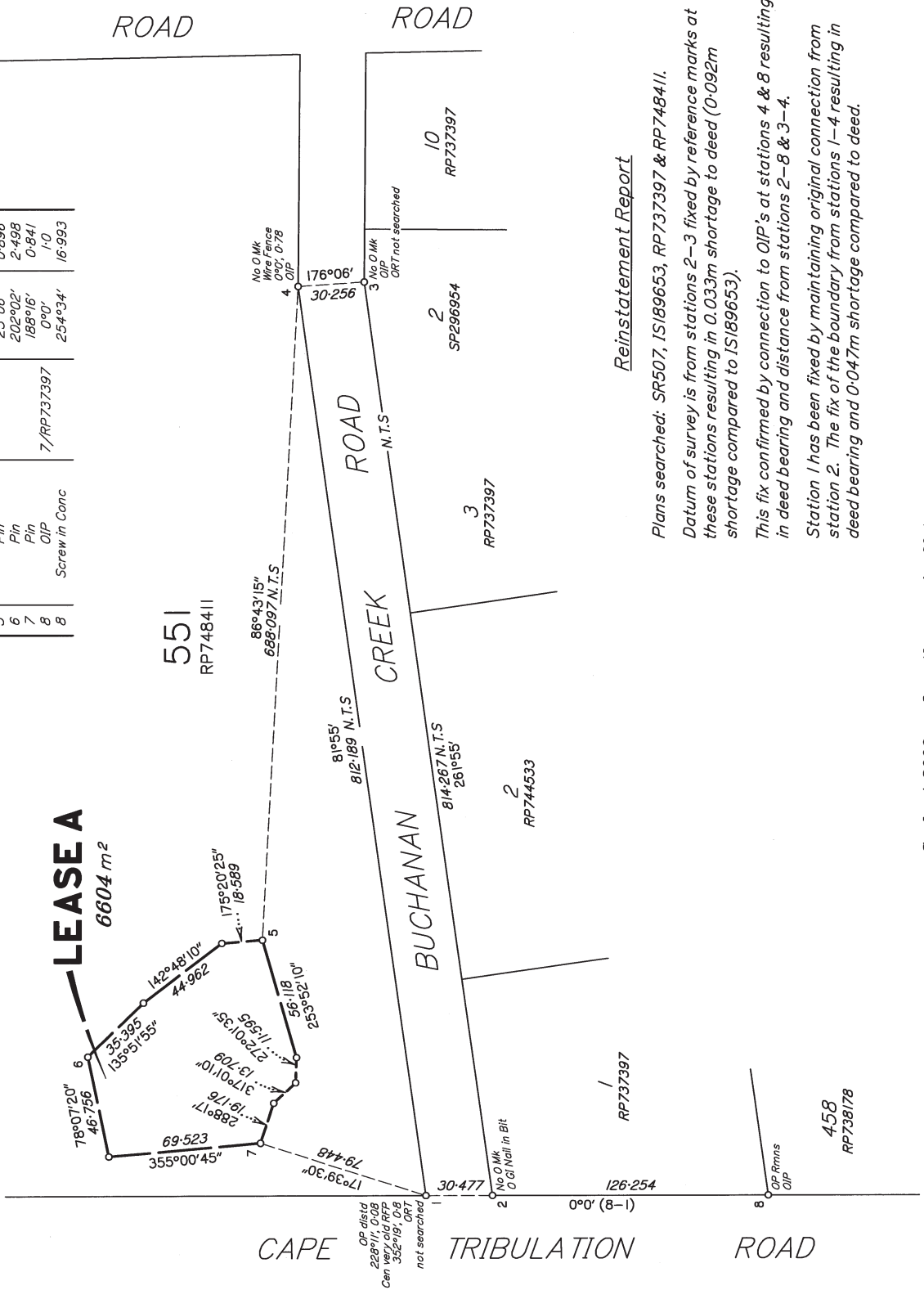
REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	Nail in Telstra Pit	2/SR507	170°04'	1-883
1	ORT not searched	IS189653	291°35'	5-271
2	O GI Nail in Bit		4°05'30"	14-598
3	Pin		293°05'20"	31-267
3	OIP	3a/SR507	356°06'	1-006
3	ORT not searched	3a/SR507	175°06'	1-328
3	Spike in Bit		340°36'	12-773
4	OIP (0-5 deep)	3/SR507	176°06'	1-006
5	Pin		23°06'	0-896
6	Pin		202°02'	2-498
7	Pin		188°16'	0-841
8	OIP	7/RP737397	0°0'	1-0
8	Screw in Conc		254°34'	16-993

Peg placed at all new corners -
unless otherwise stated.

LEASE A

6604 m²



Reinstatement Report

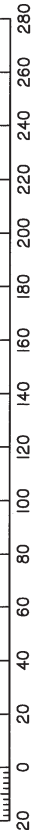
Plans searched: SR507, IS189653, RP737397 & RP748411.

Datum of survey is from stations 2-3 fixed by reference marks at these stations resulting in 0.033m shortage to deed (0-092m shortage compared to IS189653).

This fix confirmed by connection to OIP's at stations 4 & 8 resulting in deed bearing and distance from stations 2-8 & 3-4.

Station 1 has been fixed by maintaining original connection from station 2. The fix of the boundary from stations 1-4 resulting in deed bearing and 0-047m shortage compared to deed.

Scale 1:2000 - Lengths are in Metres.



RPS Australia East Pty Ltd (ACN 140 292 762) hereby certify that the land comprised in this plan was surveyed by the corporation, by Matthew James WILLING, surveying associate and Daniel Geoffrey PINKHAM, surveying graduate, for whose work the corporation accepts responsibility, under the supervision of Adrian Edward SOLOMON, cadastral surveyor, and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 28/09/2021.

Adrian Edward Solomon
Authorised Delegate

5/11/2021
Date

0 50mm 100mm 150mm State copyright reserved.	
<p>Plan of Lease A</p> <p>in Lot 551 on RP748411</p>	
<p>LOCAL GOVERNMENT: DOUGLAS SHIRE</p> <p>Meridian: SR507</p>	<p>LOCALITY: COW BAY</p> <p>Survey Records: No</p>
<p>Scale: 1:2000</p> <p>Format: STANDARD</p>	
<p>SP331542</p>	

Dealing Number

Duty Imprint



OFFICE USE ONLY

Privacy Statement

Collection of information from this form is authorised by legislation and is used to maintain publicly searchable records. For more information see the Department's website.

1. Lessor	Lodger (Name, address & phone number)	Lodger Code
ANDREW RICHARD CONWAY AND VANESSA JOYTHYNNE & MACARTNEY, Solicitors TEAGUE	GPO Box 245, Brisbane, Qld, 4001 Tel: 07 3231 8888 Fax: 07 3229 0855 Email: dnr_notification@thymac.com.au Ref: SPM:220085	045B

2. Lot on Plan Description	Title Reference
LOT 551 ON RP 748411	21396145

3. Lessee	Given names	Surname/Company name and number	(include tenancy if more than one)
		RAINFORREST RESCUE ACN 086 885 154	

4. Interest being leased
Fee Simple

5. Description of premises being leased
PART OF THE LAND ON THE ATTACHED PLAN MARKED AS "LEASE A"

6. Term of lease	7. Rental/Consideration
Commencement date: Expiry date: Options: Nil	See attached schedule

8. Grant/Execution

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Witnessing Officer (signature, full name & qualification)	Execution Date	Lessor's Signature
--	-----------------------	---------------------------

.....

/ /

.....

(Witnessing officer must be in accordance with Schedule 1 of Land Title

.....
Richard Andrew Conway
ADDITIONAL EXECUTIONS SEE ENLARGED PANEL

Act 1994 eg Legal Practitioner, JP, C Dec)

9. Acceptance

The lessee accepts the lease and acknowledges the amount payable or other considerations for the lease.

Witnessing Officer (signature, full name & qualification)	Execution Date	Lessee's Signature
--	-----------------------	---------------------------

.....

/ /

Rainforest Rescue ACN 086 885 154

.....

Director

(Witnessing officer must be in accordance with Schedule 1 of Land Title

.....
Director/Secretary

Act 1994 eg Legal Practitioner, JP, C Dec)

Title Reference 21396145

8. Grant/Execution

The Lessor leases the premises described in item 5 to the Lessee for the term stated in item 6 subject to the covenants and conditions contained in the attached schedule.

Witnessing officer must be aware of his/her obligations under section 162 of the Land Title Act 1994

Witnessing Officer (signature, full name & qualification)

Execution Date

Lessor's Signature

.....

/ /

.....

.....
(Witnessing officer must be in accordance with Schedule 1 of Land Title
Act 1994 eg Legal Practitioner, JP, C Dec)

.....
Vanessa Joy Teague

Title Reference 21396145

TABLE OF CONTENTS

1.	DEFINITIONS & INTERPRETATION	7
1.1	Definitions	7
1.2	Interpretation	8
1.	TERM	8
1.1	Term	8
1.2	Holding Over	9
1.3	Termination before Commencement Date	9
2.	RENT	9
2.1	Payment of Rent	9
2.2	No Set-Off	9
3.	Expenses Due to Tenant's Use of Premises	9
4.	GOODS & SERVICES TAX	10
4.1	Tenant to Pay GST	10
4.2	Tax Invoice	10
4.3	Third Party Supplies	10
5.	COSTS	10
5.1	Landlord's Costs	10
5.2	Registration Fees	11
5.3	Landlord's Prohibition	11
5.4	Costs of Litigation	11
6.	USE	11
6.1	Permitted Use	11
6.2	Use Not Exclusive	11
6.3	No Representations or Warranties	11
6.4	Use of Premises	11
6.5	Restrictions on Use	12
6.6	Environmental Management Plan	12
7.	MAINTENANCE	12
7.1	Obligation to Repair & Maintain	12
7.2	Condition of Premises on Termination	13
7.3	Tenant's Property Left Behind	13
7.4	Tenant to Fix Damage	13
8.	ALTERATIONS	13
8.1	Consent Required	13
8.2	Carrying Out Alterations	14

Title Reference 21396145

8.3	Maintenance of Alterations	14
9.	INSURANCES	14
9.1	Tenant's Insurance Requirements	14
9.2	Terms of Insurance Policies	14
9.3	Currency of Policies	14
9.4	Tenant Not to Breach Policy	14
10.	INDEMNITIES BY THE TENANT	15
10.1	Risk & Release	15
10.2	Indemnity	15
11.	LANDLORD'S RIGHTS & OBLIGATIONS	15
11.1	Quiet Enjoyment	15
11.2	Reservations	15
11.3	Rights of Access	16
11.4	Landlord's Consent	16
12.	SIGNS	16
12.1	Landlord's Consent Required	16
12.2	Tenant to Pay	16
12.3	Tenant to Comply with Requirements	17
12.4	Failure to Comply	17
12.5	Removal of Signage	17
13.	ASSIGNMENT & SUBLETTING	17
13.1	No Encumbrance	17
13.2	Subletting Premises	17
13.3	Assignment	17
13.4	Change in Control	18
13.5	Assignment by Landlord	19
14.	DEFAULT	19
14.1	Events of Default by Tenant	19
14.2	Recovery of Damages	20
14.3	Appointment of Landlord as Attorney	20
14.4	Interest on Overdue Money	21
14.5	Termination of Lease	21
14.6	Landlord May Remedy Default	21
14.7	No Waiver	21
14.8	Essential Terms	22
15.	NOTICES	22
15.1	Service	22
15.2	Address for Service	22

Title Reference 21396145

15.3	Time of Receipt	22
16.	GENERAL	23
16.1	No Covenants Implied	23
16.2	Severance	23
16.3	Parties	23
16.4	Notices to be in Writing	23
16.5	Lease is a Deed	23
16.6	No Caveats by Tenant	23
16.7	Liquidated Debt	23
16.8	Governing Law	23
16.9	Giving Effect to this Lease	24
16.10	Waiver of Rights	24
16.11	Operation of this Lease	24
16.12	Operation of Indemnities	24
16.13	No Merger	24
16.14	Exclusion of Contrary Legislation	24
16.15	Compliance	25
16.16	Mitigation	25
16.17	Tenant's Warranty	25
17.	WATER LICENCE	25
17.1	Acknowledgement	25
17.2	Application	25
17.3	Indemnity	25
17.4	Water Licence	26
18.	NON-EXCLUSIVE LICENCE TO USE LAND	26
18.1	Definitions in this clause:	26
18.2	Grant of Licence	26
18.3	Exclusivity	26
18.4	No Warranty	26
18.5	Use	27
18.6	Application of Lease	27
18.7	Licence Fee	27
18.8	Assignment of Licence	27
18.9	Condition Upon Termination	27
18.10	No Breach of Lease	27
18.11	Particular matters regarding Residence	28
18.12	Particular matters regarding Access Road	28
	Schedule 1 – Reference Schedule	29

Title Reference 21396145

Schedule 2 – Lease Plan

31

Title Reference 21396145

1. DEFINITIONS & INTERPRETATION

1.1 Definitions

In this Lease, unless the context indicates otherwise:

Business Day means a day (other than a Saturday, Sunday or public holiday) which banks are open for business in the city in which the Premises are situated.

Commencement Date means the date stated at **Item 6**.

Environmental Management Plan means the environmental management plan documenting both the Landlord and Tenant's obligations regarding the environment in respect of the Land and Premises as agreed between the Landlord and Tenant, acting reasonably.

Expiry Date means the date stated at **Item 7**.

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi-governmental or judicial person;
- (c) a local authority or other relevant authority; or
- (d) a person (whether autonomous or not) who is charged with the administration of a law.

GST has the same meaning as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), and includes any applicable additional tax, penalty tax, fine, interest or other charge.

Item means an item in the Reference Schedule.

Land means the land described in, and situated at the address noted in, **Item 3**, and includes all improvements on it.

Landlord means the landlord noted at **Item 1** and includes its assigns and successors in title.

Landlord's Property means anything on the Land that is not the Tenant's Property, and includes (without limitation) plant, equipment, fixtures, fittings, furnishings and other property of the Landlord

Jointly Owned Property means the solar panels and associated infrastructure that will be jointly owned by the Landlord and Tenant and located on the Land.

Lease means this Form 20 Schedule, the Form 7 attached to the front of this Form 20 Schedule and any plan attached to this Form 20 Schedule, and any equitable lease or common law tenancy evidenced by this lease.

Lease Plan means the plan of the Premises contained in Schedule 2 of this Lease.

Permitted Use means the use of the Premises stated at **Item 9**.

Premises means that part of the Land described in **Item 4** as shown on the Lease Plan and the Jointly Owned Property.

Title Reference 21396145

Reference Schedule means the reference schedule contained in **Schedule 1**.

Rent means the annual rent stated at **Item 8**.

Tenant means the tenant noted at **Item 2** and its permitted assigns.

Tenant's Agents means:

- (a) while they are on the Premises, every employee, agent, supplier, customer, client, contractor, subcontractor, consultant, trustee, licensee, invitee of the Tenant; and
- (b) while on the Land, the above-mentioned persons, but only while under the Tenant's control.

Tenant's Property means anything installed or placed in or on the Premises by or for the Tenant.

Term means the term of this Lease specified at **Item 5**, commencing on the Commencement Date and expiring on the Expiry Date.

1.2 Interpretation

- (a) Reference to:
 - (i) one gender includes the others;
 - (ii) the singular includes the plural and vice versa;
 - (iii) a person includes a body corporate;
 - (iv) a party includes the party's executors, administrators, successors and permitted assigns;
 - (v) a statute, regulation or provision of a statute or regulation (**Statutory Provision**) includes:
 - (A) that Statutory Provision as amended or re-enacted from time to time; and
 - (B) a statute, regulation or provision enacted in replacement of that Statutory Provision;
 - (vi) month or monthly means a calendar month; and
 - (vii) a right includes a remedy, authority or power.
- (b) Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- (c) Headings are for convenience only and do not form part of this Lease or affect its interpretation.

1. TERM

1.1 Term

The Landlord leases the Premises to the Tenant for the Term.

Title Reference 21396145

1.2 Holding Over

- (a) If the Tenant continues to occupy the Premises (without the Landlord notifying the Tenant that the Tenant must vacate by the Expiry Date) and without any renewal of this Lease, the Tenant is a monthly tenant and must pay one twelfth of the following monthly in advance:
 - (i) the Rent;
 - (ii) the Tenant's Proportion; and
 - (iii) any other money payable by the Tenant to the Landlord under this Lease.
- (b) The Tenant or the Landlord may terminate the monthly tenancy on any day by giving a month's notice to the other.
- (c) Subject to this **clause 1.2**, the monthly tenancy is on the same terms as this Lease, but including any changes necessary to make the terms appropriate for a monthly tenancy.

1.3 Termination before Commencement Date

- (a) The parties agree that this clause applies and operates from the date the parties sign this Lease, even though that date is prior to the commencement of the Term.
- (b) The Tenant may terminate this Lease by notice in writing to the Landlord at any time prior to the date that is 3 months before the Commencement Date (**Termination Notice**).
- (c) If the Tenant provides the Landlord with Termination Notice, this Lease and all rights and obligations under it will be at an end and neither party will have any further claim against the other.
- (d) If the Tenant does not issue a Termination Notice, then this clause has no effect.

2. RENT

2.1 Payment of Rent

If demanded by the Landlord, the Tenant must pay the Rent in advance on the Commencement Date and thereafter on each anniversary of the Commencement Date.

2.2 No Set-Off

Rent and all other payments payable by the Tenant under this Lease must be made without any set-off, counterclaim, withholding or deduction.

3. Expenses Due to Tenant's Use of Premises

- (a) The Tenant must pay to the relevant authorities all charges for gas, electricity, water, data services and telephone consumed by the Tenant in the Premises or the Land, if applicable.
- (b) The Tenant must pay all rates, taxes, charges, assessments, outgoings and impositions whatsoever (whether assessed, charged or imposed under local, State or Federal law and whether on a capital or revenue basis or any other basis, even though of a novel character), that:

Title Reference 21396145

(i) are not assessed or payable at the Commencement Date, but which may be at any time during the Term or subsequent holding over assessed, charged or imposed upon or in respect of the Land; and

(ii) that arises directly from the business conducted from the Premises by the Tenant,

whether assessed against the Landlord or directly against the Tenant. Any amounts assessed against the Landlord must be paid to the Landlord within 14 days of the Tenant receiving a written demand for payment.

4. GOODS & SERVICES TAX

4.1 Tenant to Pay GST

- (a) Unless specified otherwise in this Lease, the parties acknowledge and agree that any amount payable under this Lease has been calculated without regard to GST.
- (b) If GST is imposed on any supply made under this Lease, then the party receiving the supply must pay the GST imposed on the supply.

4.2 Tax Invoice

The party making a supply under this Lease must provide the party paying the GST imposed on the supply with a valid GST tax invoice.

4.3 Third Party Supplies

If:

- (a) this Lease requires the Tenant to reimburse the Landlord for a supply made under this Lease by a third party; and
- (b) the Landlord is entitled to claim an input tax credit on any amount paid by it for that supply,

then the amount that the Tenant must pay for that supply is the amount that the Landlord paid for the supply:

- (c) less the input tax credit; and
- (d) plus the GST required to be paid by the Tenant under **clause 4.1**.

5. COSTS

5.1 Landlord's Costs

The Tenant must pay on demand the Landlord's reasonable costs in relation to::

- (a) the preparation of a survey plan of the Premises;
- (b) legal costs relating to any variation (where requested by the Tenant and excluding any variation arising from a sequential lease) assignment, extension (other than by way of a sequential lease) surrender or other termination of this Lease arising as a result of the Tenant's default or where requested by the Tenant, otherwise than by effluxion of time;
- (c) third party costs or legal costs in relation to any consent or approval requested by the Tenant (whether granted or not);

Title Reference 21396145

- (d) third party costs or legal costs in relation to the Tenant applying for or obtaining the consent of any Government Authority or other authority for approval of the Lease or the Tenant's use of the Premises;
- (e) every breach or default of this Lease by the Tenant (on a full indemnity basis);
- (f) the exercise or lawful attempted exercise of any right, power, privilege, authority or remedy of the Landlord under or by virtue of this Lease (on a full indemnity basis); and
- (g) the Landlord doing anything the Tenant should have done under this Lease, if the Tenant does not do so within the time required by this Lease (or if no time is specified, a reasonable time) or, if in the Landlord's reasonable opinion, the Tenant does not do so properly.

5.2 Registration Fees

The Tenant must pay any registration fees (including requisition fees where the reason for the requisition arises as a result of an error on the Tenant's part) on or arising from this Lease.

5.3 Landlord's Prohibition

Nothing in this **clause 5** requires the Tenant to pay any amount which the Landlord is from time to time prohibited from recovering from the Tenant.

5.4 Costs of Litigation

If the Landlord is made a party to any litigation commenced by or against the Tenant (other than litigation between the Landlord and the Tenant) and arising:

- (a) directly or indirectly out of the acts or omissions of the Tenant in relation to the Premises or Land, the Landlord will be paid by the Tenant on demand all legal fees and disbursements (as between solicitor and own client) incurred in connection with the litigation, except to the extent the Landlord's act, default, or negligence has caused the need for the litigation.

6. USE

6.1 Permitted Use

The Tenant must use the Premises only for the Permitted Use and not for any other business or purpose.

6.2 Use Not Exclusive

The Tenant acknowledges and agrees that the Permitted Use is not exclusive to the Tenant.

6.3 No Representations or Warranties

The Landlord does not represent or warrant that the Premises are suitable or can be lawfully used for the Permitted Use or for any other purposes of the Tenant.

6.4 Use of Premises

The Tenant must, at the Tenant's cost:

Title Reference 21396145

- (a) obtain any necessary consents or licences regarding the Permitted Use, keep them current and comply with any conditions attaching to them (failure to obtain any necessary consents or licenses does not affect the Tenant's obligation to comply with this Lease);
- (b) comply with all the laws relating to the Premises, the Permitted Use or the Tenant's occupation of the Premises;
- (c) manage and conduct its business from the Premises in a proper and businesslike manner;
- (d) use the Jointly Owned Property for its intended use; and
- (e) keep the Premises tidy and in good condition and not allow waste, junk or garbage to accumulate.

6.5 Restrictions on Use

The Tenant must not, and must ensure that the Tenant's Agents do not:

- (a) use the Premises or any part of the Premises as a residence or for any noxious, noisome, offensive, dangerous or illegal activity or purpose;
- (b) do anything in, on or from the Premises which is or might become a nuisance, annoyance or disturbance to the Landlord, other tenants of the Land or to the owners or occupiers of neighbouring premises;
- (c) keep any animal, domestic pet or bird in or on the Premises except for service animals;
- (d) hold any auction, bankrupt or fire sale in or on the Premises;
- (e) bring onto the Premises any fluid, gas or substance which is or might be dangerous because of its inflammable, explosive or corrosive nature, other than fertiliser used in the ordinary course of carrying out the Permitted Use or petrol for use in a fire pump;
- (f) do anything that might invalidate any insurance policy in respect of the Land or the Premises or increase the premium payable for such insurance, except where such activities arise from the Permitted Use;
- (g) alter or install any services provided to the Premises, or overload any service; or
- (h) clear from or cut down any trees on the Premises.

6.6 Environmental Management Plan

- (a) The Landlord and Tenant must use their best endeavours to comply with the Environmental Management Plan.
- (b) If there is any inconsistency between the Environmental Management Plan and this Lease, the provisions of this Lease shall prevail.

7. MAINTENANCE

7.1 Obligation to Repair & Maintain

The Tenant must, at the Tenant's own cost, throughout the Term and otherwise while the Tenant is in possession of the Premises:

Title Reference 21396145

- (a) keep and maintain the Premises tidy and in good and substantial repair, order and condition as they were in as at the Commencement Date, fair wear and tear excepted;
- (b) promptly repair and make good any damage done to the Premises or the Land caused by the Tenant or the Tenant's Agents; and
- (c) keep and maintain the Tenant's Property clean and in good repair and working condition, fair wear and tear excepted.

7.2 Condition of Premises on Termination

At the end of this Lease, the Tenant must:

- (a) surrender and yield up the Premises in the state and condition required under **clause 7.1(a)**;
- (b) remove the Tenant's Property and any alterations from the Premises; and
- (a) remove any alterations made to the Premises by the Tenant and reinstate the Premises so that the Premises are in the same condition as before the alterations were made.
- (c) remove all waste, junk and garbage from the Land.

7.3 Tenant's Property Left Behind

If the Tenant does not remove the Tenant's Property from the Premises in accordance with **clause 7.2**:

- (a) any items left will be deemed abandoned by the Tenant and, at the election of the Landlord, will become the property of the Landlord; and
- (b) the Landlord may deal with the items left, at the Tenant's cost, in any way the Landlord considers appropriate.

7.4 Tenant to Fix Damage

The Tenant must make good any damage done to the Premises as a result of the Tenant complying with **clause 7.2**.

8. ALTERATIONS

8.1 Consent Required

The Tenant must not make or allow to be made any alterations or additions to the Premises of a structural or capital nature unless the Tenant first obtains the consent of the Landlord (which is not to be unreasonably withheld or delayed) and the approval or consent of any relevant authority.

For the avoidance of doubt:

- (a) the Landlord acknowledges that the Tenant will be required to construct buildings, sheds and other similar structures in order to properly carry out the Permitted Use, and will not unreasonably withhold its consent; and
- (b) the Tenant is not required to obtain the Landlord's consent if the Tenant alters, changes or removes any of the Tenant's Property, or otherwise makes non-structural or non-capital alterations or additions.

Title Reference 21396145

8.2 Carrying Out Alterations

Any alterations or additions must:

- (a) be carried out in a proper and workmanlike manner at the expense of the Tenant;
- (b) comply with any reasonable requirements of the Landlord; and
- (c) comply with all legislation and the requirements of any Government Agency.

8.3 Maintenance of Alterations

The Tenant is responsible for the maintenance, repair and replacement, including capital costs, of any alterations or additions to the Premises, which must be done at the cost of the Tenant.

9. INSURANCES

9.1 Tenant's Insurance Requirements

During the Term, the Tenant must have and keep current:

- (a) a public liability insurance policy for an amount not less than that stated at **Item 10** for each event, which policy must (in addition to the requirements of **clause 9.2**):
 - (i) cover death and injury to any person and damage to property of any person sustained when that person is using or entering or near any entrance, passage or stairway to or in the Premises; and
 - (ii) expressly refer to and cover all of the Tenant's obligations under this Lease, including the obligation to indemnify the Landlord; and
- (b) an insurance policy to insure all persons employed by the Tenant on the Premises.

9.2 Terms of Insurance Policies

All policies under **clause 9.1** must:

- (a) contain all provisions that are normally contained in such policies; and
- (b) note the Landlord and any mortgagee of the Landlord as interested parties.

9.3 Currency of Policies

Upon request by the Landlord the Tenant must give to the Landlord copies of a certificate of currency of an insurance policy required under **clause 9.1**.

9.4 Tenant Not to Breach Policy

The Tenant must not do or allow anything to be done that:

- (a) contravenes or may render void or voidable any insurance policy relating to the Premises or the Land; or

Title Reference 21396145

- (b) may lead to an increase in premiums payable for any insurance policy relating to the Premises or the Land without the consent of the Landlord (which consent must not be unreasonably withheld if the Tenant agrees to pay any increases in the premiums), except where such increase arises by virtue of the Tenant lawfully carrying out the Permitted Use.

10. INDEMNITIES BY THE TENANT

10.1 Risk & Release

The Tenant will occupy and use the Premises at the risk of the Tenant and hereby releases to the full extent permitted by law the Landlord and its contractors and employees from all claims and demands and from all liability which might arise in respect of any damage to the Premises, property or death of or injury to any person in or near the Premises (except to the extent caused or contributed to by the negligent act, omission or default of the Landlord, its contractors or employees) and the Landlord will have no responsibility or liability for any loss of or damage to the Tenant's Property (except to the extent caused or contributed to by the negligent act, omission or default of the Landlord, its contractors or employees).

10.2 Indemnity

Without limiting the generality of **clause 10.1**, the Tenant will indemnify the Landlord against all actions, claims, losses, damages, costs and expenses for which the Landlord might become liable in respect of or arising from:

- (a) Loss, damage or injury to property or person caused or contributed to by the use of the Premises by the Tenant or the Tenant's agents; and
- (b) loss, damage or injury to the Premises or to any property or person within or without the Premises occasioned or contributed to by any negligent act or omission or default of the Tenant or the Tenant's Agents,

except to the extent caused or contributed to by the Landlord's negligent act, omission or breach of the Lease.

11. LANDLORD'S RIGHTS & OBLIGATIONS

11.1 Quiet Enjoyment

- (a) Subject to **clause 11.1(b)**, if the Tenant does everything which the Tenant is required to do under this Lease the Landlord must permit the Tenant to have possession of the Premises and to use them for the purpose and in the manner allowed under this Lease without interruption or disturbance by the Landlord or by any other person lawfully claiming under the Landlord.
- (b) The Tenant's right to be free of interruption or disturbance is subject to the rights of the Landlord under this Lease.

11.2 Reservations

Despite anything else in this Lease, the Tenant acknowledges and agrees that the Landlord reserves the right to:

- (a) grant any other lease or licence of space in or on the Land for the same purpose as the Permitted Use;
- (b) install, maintain, use, repair, alter or replace any service contiguous or adjacent to the Premises;
- (c) do anything the Landlord believes reasonably necessary or desirable in relation to any of the following:
 - (i) complying with any law or legal requirement;

Title Reference 21396145

- (ii) creating any easement or other right through or around the Premises;
- (d) grant an easement in respect of any part of the Premises, without substantially affecting the Tenant's rights under this Lease; and
- (e) subdivide the Land or any part of it.

11.3 Rights of Access

- (a) The Tenant must allow the Landlord, or any person authorised by the Landlord, to have access to and enter the Premises at any reasonable time for any of the following purposes:
 - (i) to inspect the condition of the Premises;
 - (ii) to check the use of the Premises;
 - (iii) to do any work that the Landlord must or may do pursuant to this Lease or the law;
 - (iv) to do any work that the Tenant is required to do pursuant to this Lease or the law, but has failed to do;
 - (v) to value the Premises;
 - (vi) to inspect the Premises or to affix on the Premises a notice in relation to a prospective sale of the Premises;
 - (vii) to inspect the Premises or to affix a notice on the Premises within the last 6 months of the Term or at any time after the Expiry Date in relation to a prospective letting of the Premises;
 - (viii) The Landlord must give the Tenant at least 1 Business Day's written notice of access or entry to the Premises, except in an emergency where no notice is needed.

11.4 Landlord's Consent

If the Landlord's consent is required for anything under this Lease, that consent must be in writing.

12. SIGNS

12.1 Landlord's Consent Required

- (a) The Tenant must not, without the prior written consent of the Landlord, which must not be unreasonably withheld, place or erect on the Premises or Land any signs, placards or other advertising media (**Signage**).
- (b) For the purpose of obtaining the written consent of the Landlord, the Tenant must provide the Landlord with fully detailed plans and specifications of all Signage proposed to be placed on the Premises.

12.2 Tenant to Pay

The Tenant will pay the costs for the construction and erection of any such Signage together with their maintenance to a good standard at all times.

Title Reference 21396145

12.3 Tenant to Comply with Requirements

The Tenant will comply with and observe at its costs and requirements imposed by statute or Government Agency which are applicable to any such Signage and will pay all licence fees and other charges levied by any Government Agency on any such Signage.

12.4 Failure to Comply

The Landlord may, at any time on giving the Tenant reasonable notice, require the Tenant to remove or alter the Signage placed or erected on the Premises by the Tenant which does not comply with the provisions of this **clause 12**, if the Tenant fails, within a reasonable time, to comply with any such requirement, the Landlord may attend to the removal or alteration of the Signage at the Tenant's expense.

12.5 Removal of Signage

On the Expiry Date or sooner termination of this Lease the Tenant must remove from the Premises and Land all Signage and return those areas where any Signage was affixed to the state that they were prior to the Tenant's occupation of the Premises (fair wear and tear excepted), at the Tenant's cost in all respects.

13. ASSIGNMENT & SUBLETTING

13.1 No Encumbrance

The Tenant must not mortgage, charge, encumber or otherwise deal with the Tenant's estate or interest in this Lease without the prior written consent of the Landlord, which may be given or withheld at the Landlord's absolute discretion.

13.2 Subletting Premises

The Tenant must not sublet or part with possession of the whole or any part of the Premises without the prior consent of the Landlord and the Landlord may refuse its consent, or impose conditions to its consent, in the absolute discretion of the Landlord.

13.3 Assignment

(a) Tenant to Request Assignment

The Tenant must not assign this Lease without the prior written consent of the Landlord. If the Tenant wants to assign this Lease, the Tenant must, prior to the assignment commencing:

- (i) request (in writing) the Landlord's consent to the proposed assignment;
- (ii) give the Landlord any information the Landlord reasonably requires concerning the financial standing and business experience of the Tenant and proposed assignee to make a decision under **clause 13.3(b)(ii)**; and
- (iii) have complied with its obligations under **clauses 13.3(a)(i) and 13.3(a)(ii)**.

(b) Landlord Not to Withhold Consent

The Landlord must not unreasonably withhold its consent under **clause 13.3(a)** if:

- (i) the new tenant does not propose to change the Permitted Use;

Title Reference 21396145

- (ii) the Tenant satisfies the Landlord that the new tenant is financially secure and has the ability to carry out the Tenant's obligations under this Lease;
 - (iii) the new tenant signs the agreement required by **clause 13.3(c)** and gives any guarantee or other security which the Landlord reasonably requires;
 - (iv) the Tenant complies with **clause 13.3(a)**;
 - (v) the Tenant complies with any other reasonable requirements of the Landlord;
 - (vi) both at the time of service of the Tenant's written request for the Landlord's consent to the proposed assignment and on the date of assignment, the Tenant is not in breach of this Lease;
 - (vii) the Tenant provides the Landlord with any information requested by the Landlord in relation to the new tenant or the assignment, including (without limitation) information about the financial standing and business experience of the new tenant;
 - (viii) the new tenant is a charity registered under the *Australian Charities and Not-for-profits Commission Act 2012* (Cth) or is an aboriginal corporation; and
 - (ix) the Tenant pays the Landlord any reasonable costs the Landlord incurs in relation to the assignment, including any mortgagee consent fees, and the Landlord's reasonable costs of investigation the new tenant.
- (c) Deed of Covenant
- (i) The Tenant must procure from the new tenant before this Lease is assigned the execution of a deed of covenant to be prepared by the Landlord's solicitors at the expense of the Tenant, which deed of covenant will set out that the new tenant must comply with all of the Tenant's obligations (express and implied) under this Lease, including the obligation to indemnify the Landlord.
 - (ii) If the new tenant is a company (other than a company whose shares are listed on any stock exchange in Australia or a company limited by guarantee) then the Tenant must procure the execution by the directors and principal shareholders of the new tenant of a guarantee and indemnity of the obligations of the new tenant, such guarantee and indemnity to be prepared by the Landlord's solicitors at the expense of the Tenant.
 - (iii) Any deed, covenant or agreement on the part of the new tenant is deemed to be supplementary to this Lease and shall not in any way relieve the Tenant from its liability under this Lease for the Term.

13.4 Change in Control

If:

- (a) the Tenant is a company (other than a company whose shares are listed on any stock exchange in Australia or a company limited by guarantee); and
- (b) there is a change in 50% or more of the voting capital of the Tenant or its holding company,

then such change will be deemed to be an assignment of the Tenant's interest in this Lease, requiring the prior written consent of the Landlord. **Clause 13.3** will apply to the deemed assignment.

This clause does not apply while the Tenant is Rainforest Rescue.

Title Reference 21396145

13.5 Assignment by Landlord

If the Landlord transfers or otherwise assigns its interest in the Premises and in this Lease to the extent that such transferee or assignee is responsible for compliance with any covenants of the Landlord under this Lease, the Landlord shall, without further written agreement, be deemed to be relieved of all liability under this Lease but without in any way affecting the continuing liability of the Tenant under this Lease, subject to the Landlord first obtaining a deed of covenant from the assignee or transferee in the Tenant's favour whereby the assignee or transferee agrees to be bound by this Lease as if it were named as Landlord in this Lease, where the Lease is not registered.

14. DEFAULT

14.1 Events of Default by Tenant

The Tenant will be in default of this Lease if:

- (a) the Tenant damages the Land permanently so that the Land cannot be remediated or reinstated to a condition similar to that which it was before the Tenant damaged it;
- (b) the Tenant engages in criminal or unlawful behaviour on the Land;
- (c) the Tenant destroys any property not owned by it without the express consent of the party that owns the property (which consent may be given or withheld in the case of the Landlord at the Landlord's absolute discretion);
- (d) the Tenant materially interferes with or disturbs any neighbouring properties;
- (e) the Tenant commits a breach of **clause 6.1**;
- (f) in the case of an individual Tenant, the Tenant becomes bankrupt or commits an act of bankruptcy or brings his or her estate within the operation of any law relating to bankruptcy; or
- (g) in the case of a corporate Tenant:
 - (i) an order is made or a resolution passed that the company be wound up (except for the purpose of reconstruction or amalgamation with the written consent of the Landlord in accordance with **clause 13.3**);
 - (ii) an order is made or a meeting is called for the appointment of a provisional liquidator, a liquidator or an administrator to the Tenant;
 - (iii) an administrator, a receiver, a manager or an inspector is appointed in respect of the Tenant any of the assets of the Tenant;
 - (iv) the Tenant makes an assignment for the benefit of or enters into any arrangement or composition with that party's creditors;
 - (v) the Tenant is insolvent or unable to pay that party's debts within the meaning of the *Corporations Act 2001* (Cth);
 - (vi) a person under a mortgage, debenture, charge or other security is entitled to the possession or control of any of the assets of the Tenant; or

Title Reference 21396145

- (vii) the Tenant ceases to be a charity registered under the *Australian Charities and Not-for-profits Commission Act 2012* (Cth),

any of which are an "Act of Default".

14.2 Recovery of Damages

- (a) If the Tenant commits an Act of Default of this Lease, the Landlord may recover damages from the Tenant for losses over the entire period of this Lease but the Landlord must, except in the case of abandonment of the Premises by the Tenant, take all reasonable steps to mitigate the losses including endeavouring to Lease the Premises to a new tenant.
- (b) The Landlord's right to recover damages from the Tenant will not be affected if:
- (i) the Tenant abandons possession of the Premises;
 - (ii) there is a surrender of this Lease;
 - (iii) the Landlord accepts the repudiation of this Lease by the Tenant; or
 - (iv) the Landlord terminates this Lease by re-entering the Premises or any part of them or by demanding possession of the Premises.

14.3 Appointment of Landlord as Attorney

The Tenant irrevocably appoints the Landlord and, if the Landlord is or includes a corporation, the directors, the general manager and the secretary from time to time of the Landlord and all mortgagees, successors in title and attorneys from time to time of the Landlord and any substitute jointly and each of them severally as the lawful attorney of the Tenant, either in the name of the Landlord or the Tenant, without prejudice and in addition to any other rights or remedies of the Landlord, at any time and from time to time to do any one or more or all of the following:

- (a) after the power to re-enter under this Lease shall have been exercised or become exercisable or the Lease is terminated under **clause 14.5**:
- (i) execute a surrender of this Lease and register the same; and
 - (ii) generally do anything and execute any instrument or other document relating to the Premises and this Lease or any one or more of the same as fully and effectively as the Tenant could do itself.
- (b) after the expiration or earlier termination of the Term, a termination of the Lease under **clause 14.5** or after the Landlord has otherwise re-taken possession of the Premises:
- (i) remove, store, sell or otherwise deal with any fixtures, fittings, plant, equipment, partitions and other articles, chattels and contents of all kinds found on the Premises in such manner as the attorney may in its sole discretion see fit; and
 - (ii) apply any proceeds of sale of the same towards the cost of any such removal, storage, sale or other dealing, and towards any Rent or other money's payable by the Tenant to the Landlord under this Lease.
- (c) Proof

Title Reference 21396145

Sufficient proof of the existence of any circumstances entitling the exercise of any such powers shall be the statutory declaration of any such attorney. The Tenant consents to the registration of this power of attorney.

(d) **Indemnity & Ratification**

The Tenant covenants for itself and for its executors, administrators, successors and assigns to indemnify the Landlord and any such attorney and to ratify and confirm everything that the Landlord and any such attorney and any substitute or any of them may lawfully do or cause to be done relating to the exercise of any of these powers

(e) **No Obligation on Landlord**

Nothing contained in this Lease shall oblige the Landlord or any such attorney to act in respect of these powers or any of them.

14.4 Interest on Overdue Money

If the Tenant does not pay any money payable to the Landlord under this Lease, the Tenant must pay interest to the Landlord on the outstanding amount:

- (a) from the date the payment becomes due until the date the payment is made; and
- (b) at the rate stated at **Item 11**,

with such interest to accrue and be compounded monthly and be calculated on a daily basis from the day the Rent or other money was due until the day it is paid in full.

14.5 Termination of Lease

The Landlord may terminate this Lease by re-entering and taking possession of the Premises or by demanding possession of the Premises if:

- (a) the Tenant has committed an Act of Default; or
- (b) the Tenant repudiates this Lease,

and the Tenant fails to comply with a notice from the Landlord given under section 124(1) of the *Property Law Act (Qld)* 1974 within 30 days of the date of the notice or such longer period as is reasonable given the nature of the Act of Default.

14.6 Landlord May Remedy Default

The Landlord may (but is not obliged to) remedy at any time without notice any Act of Default by the Tenant under this Lease and whenever the Landlord so elects all reasonable costs incurred by the Landlord (including legal costs) in remedying a default will be a liquidated debt and must be paid by the Tenant to the Landlord on demand.

14.7 No Waiver

No consent or waiver expressed or implied by the Landlord to or of any breach of any obligation of the Tenant is to be taken as a consent or waiver to or of any other breach of the same or any other obligation. No waiver of any breach by the Tenant is to be implied from the Landlord's failure to exercise the Landlord's rights in respect of such breach.

Title Reference 21396145

14.8 Essential Terms

Each obligation of the Tenant to pay money under this Lease and the Tenant's obligations under the following clauses are essential terms of this Lease:

- (a) **Clause 2;**
- (b) **Clause 6;**
- (c) **Clause 7;**
- (d) **Clause 8;**
- (e) **Clause 9; and**
- (f) **Clause 13.**

15. NOTICES

15.1 Service

Any notice, demand, consent or other communication concerning this Lease must be in writing and may be:

- (a) left at or sent by pre-paid post to the Premises (if the communication is addressed to the Tenant);
- (b) left at or sent by pre-paid post to the Tenant's registered office (if the communication is addressed to the Tenant and the Tenant is a corporation);
- (c) left at or sent by pre-paid post to the address of the addressee in the Reference Schedule (or such other address previously notified by the addressee); or
- (d) sent by electronic mail to the email address of the addressee.

15.2 Address for Service

As at the Commencement Date:

- (a) the Landlord's address for service of notices is stated at **Item 12**; and
- (b) the Tenant's address for service of notices is stated at **Item 13**.

15.3 Time of Receipt

A notice given to a party in accordance with this clause is treated as having been given and received:

- (a) if delivered to or left at a party's address, on the day of delivery if a Business Day, otherwise on the next Business Day;
- (b) if sent by pre-paid mail, on the third Business Day after posting; or

Title Reference 21396145

- (c) if sent by electronic mail and the sender does not receive a message from its internet service provider or the recipient's mail server indicating that it has not been successfully transmitted, at the time and on the day it was sent (if sent on a Business Day), otherwise on the next Business Day.

16. GENERAL

16.1 No Covenants Implied

No covenant is implied in this Lease by the *Property Law Act 1974* (Qld).

16.2 Severance

If any clause of this Lease shall be or become invalid, illegal or unenforceable, such clause shall so far as possible be read down to give it a valid operation of a particular character, or, if not so possible, shall be severed from the remaining provisions of this Lease and such remaining provisions shall not in any way be affected or impaired by the same.

16.3 Parties

- (a) If a party consists of more than 1 person, this Lease binds each of them separately and any 2 or more of them jointly.
- (b) An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.
- (c) A party which is a trustee is bound both personally and in its capacity as a trustee.

16.4 Notices to be in Writing

Any notice, notification or consent under this Lease and any variation of this Lease must be in writing.

16.5 Lease is a Deed

This Lease is a deed even if it is not registered.

16.6 No Caveats by Tenant

The Tenant shall not at any time lodge or permit to be lodged for registration any caveat affecting the Land.

16.7 Liquidated Debt

Any amount payable by the Tenant to the Landlord pursuant to the terms of this Lease is recoverable by the Landlord from the Tenant as a liquidated debt.

16.8 Governing Law

- (a) This Lease is governed by the law in force in Queensland.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland, and any Court that may hear appeals from any of those courts, for any proceedings in connection with this Lease, and waives any right it might have to claim that those courts are an inconvenient forum.

Title Reference 21396145

16.9 Giving Effect to this Lease

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this Lease.

16.10 Waiver of Rights

- (a) A right may only be waived in writing, signed by the party giving the waiver, and:
 - (i) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
 - (ii) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
 - (iii) the exercise of a right does not prevent any further exercise of that right or of any other right.
- (b) The Landlord's acceptance of any arrears or late payment of Rent, the Tenant's Proportion or any other money under this Lease does not operate as a waiver of:
 - (i) the essentiality of the Tenant's obligation to pay Rent, the Tenant's Proportion or any other money during the Term; and
 - (ii) the Tenant's continuing obligation to pay Rent, the Tenant's Proportion or any other money during the Term.

16.11 Operation of this Lease

- (a) This Lease contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Lease and has no further effect.
- (b) Any right that a person may have under this Lease is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this Lease which is unenforceable or partly unenforceable if, where possible, to be severed to the extent necessary to make this Lease enforceable, unless this would materially change the intended effect of this Lease.

16.12 Operation of Indemnities

- (a) Each indemnity of the Tenant in this Lease survives the expiry or termination of this Lease.
- (b) The Landlord may recover a payment under an indemnity in this Lease before it makes the payment.

16.13 No Merger

The provisions of this Lease do not merge on termination.

16.14 Exclusion of Contrary Legislation

Any legislation that adversely affects an obligation of the Tenant, or the exercise by the Landlord of a right or remedy, under or relating to this Lease is excluded to the full extent permitted by law.

Title Reference 21396145

16.15 Compliance

Each party must comply with all applicable statutes, regulations and by-laws relating to health, safety, noise and other standards with respect to the Premises.

16.16 Mitigation

Each party must take all reasonable steps to minimise any loss or damage resulting from a breach of this Lease by the other party.

16.17 Tenant's Warranty

The Tenant warrants that it has not been induced to enter into this Lease by any express or implied statement, warranty or representation:

- (a) whether oral, written or otherwise;
- (b) made by or on behalf of the Landlord in respect of the Land or the Premises or anything relating to, or which could have an effect on, the Land or the Premises including but not limited to:
 - (i) the fitness or suitability of the Premises for any purpose; or
 - (ii) any fixtures, facilities or amenities on the Land.

17. WATER LICENCE

17.1 Acknowledgement

The Landlord acknowledges that the Premises is not supplied with water by a Government Agency and accordingly, in order for the Tenant to conduct the Permitted Use, a licence to take water from a water bore located upon the Land at 16.225244 S 145.422528 E is required (**Water Licence**).

17.2 Application

- (a) The Tenant will apply for the Water Licence at its own cost and expense.
- (b) The Landlord must provide all reasonable assistance to the Tenant to allow the Tenant to obtain the Water Licence, including signing all reasonable documentation.
- (c) If the relevant Government Agency requires the Water Licence to be held in the Landlord's name the Landlord agrees to hold the Water Licence in its name, which the Landlord will do at the cost of the Tenant.

17.3 Indemnity

The Tenant indemnifies the Landlord for any cost, charge, claim, expense or liability the Landlord may incur in relation to the Water Licence while the Tenant is the tenant and is using the Water Licence, except to the extent the negligent act or omission of the Landlord has caused or contributed to the cost, charge, claim, expense or liability.

Title Reference 21396145

17.4 Water Licence

- (a) The Tenant must construct all required infrastructure at its expense to allow the taking of water pursuant to the Water Licence. If infrastructure is required to be constructed on Land that does not form part of the Premises, the Landlord grants to the Tenant an exclusive licence to use that part of the Land required for construction and infrastructure (**Infrastructure Area**), on the same terms and conditions as this Lease (**Infrastructure Licence**). The Infrastructure Licence will commence on the date the Infrastructure Area commences to be used by the Tenant and will continue until the earlier of the termination or expiry of this Lease.
- (b) Upon the Water Licence being granted:
 - (i) the Tenant is liable for all fees and charges payable in relation to the holding of the Water Licence; and
 - (ii) the Tenant must comply with all conditions of the Water Licence.

18. NON-EXCLUSIVE LICENCE TO USE LAND

18.1 Definitions in this clause:

- (a) **Access Road** means an access road from the main road to the Premises and an access road is constructed from that new entrance to allow access to the Premises, with the location and particulars of the Access Road to be mutually agreed between the Landlord and the Tenant.
- (b) **Licence** means a non-exclusive licence to use the Licensed Area for the purposes set out in this clause.
- (c) **Licensed Area** means the Land, excluding the Premises.
- (d) **Residence** means the building erected on the Land that is used for residential purposes.

18.2 Grant of Licence

- (a) The Landlord hereby grants the Licence to the Tenant, and the grant is hereby accepted by the Tenant, on the terms, conditions and restrictions contained in this clause.
- (b) The Licence will commence on the Commencement Date and will continue until the earlier of the termination or earlier expiry of this Lease.

18.3 Exclusivity

The Tenant acknowledges and agrees that:

- (a) the Licence is not exclusive to the Tenant; and
- (b) the Landlord may use the Licensed Area to the exclusion of the Tenant, where notice is given pursuant to **clause 18.11 (b)**.

18.4 No Warranty

- (a) The Landlord does not represent or warrant that the Licensed Area is suitable or can be lawfully used for the any purpose, whether set out in this clause or not.

Title Reference 21396145

- (b) The Licensed Area is licensed to the Tenant on an "as is where is" basis.

18.5 Use

The Tenant is permitted to use the Licensed Area for the following purposes:

- (a) the Residence as a residence, office and/or dining area for the officers and employees of the Tenant;
- (b) the Access Road for the purpose of pedestrian and vehicle access;
- (c) access to and from the Premises, Residence and Infrastructure Area;
- (d) maintenance and repair of the Infrastructure Area and Access Road;
- (e) carrying out conservation monitoring or surveys or other similar activities associated with the Permitted Use;
- (f) installation of cameras, traps or similar items (subject to first obtaining the Landlord's consent, which will not be unreasonably withheld); and
- (g) pest control.

18.6 Application of Lease

- (a) The terms and conditions of the following clauses of the Lease shall apply to the Licensed Area as though the Licensed Area formed part of the Premises:

1.2, 1.3, 3, 4, 5, 6.1 - 6.3, 6.4(a) - 6.4(d), 6.5, 6.6, 7.1(b), 7.2(c), 8, 9, 10.1, 10.2, 11.2, 12, 14, 15, 16 and 17.
- (b) In the event of any inconsistency between the terms and conditions of this Lease and this clause, then this clause prevails to the extent of the inconsistency.

18.7 Licence Fee

The fee payable by the Tenant to the Landlord for the Licence is included in the Rent.

18.8 Assignment of Licence

- (a) The Licence is personal to the Tenant.
- (b) The Tenant must not assign or attempt to assign the benefit of the Licence or any part of the Licence without first obtaining the written consent of the Landlord. The Landlord may refuse its consent, or impose conditions to its consent, in the absolute discretion of the Landlord.

18.9 Condition Upon Termination

On termination of the Licence the Tenant must remove from the Licensed Area all of its property.

18.10 No Breach of Lease

For the avoidance of doubt, a failure to comply with this clause is not a breach of the Lease.

Title Reference 21396145

18.11 Particular matters regarding Residence

- (a) In using the Residence the Tenant must:
 - (i) not overload the floors or walls of the Residence;
 - (ii) not damage or make any alterations to the Residence ; and
 - (iii) keep the Residence clean.
- (b) If the Landlord wishes to use the Residence to the exclusion of the Tenant, the Landlord must give the Tenant at least two weeks written notice the date from which the Landlord requires exclusive possession of the Residence (**Landlord Use Date**).
- (c) On the Landlord Use Date, the Tenant must:
 - (i) vacate the Residence;
 - (ii) remove the property of any occupants from the Residence; and
 - (iii) leave the Residence in a clean and tidy condition.
- (d) The Licence for the Residence is suspended, and the Tenant's rights to access or use the Residence cease, while the Landlord is in possession of the Residence under this clause.
- (e) The Landlord must notify the Tenant in writing when the Residence will resume.
- (f) The risk of the Licensed Area will be:
 - (i) while the Tenant is in possession of the Residence, with the Tenant; and
 - (ii) while the Landlord is in possession of the Residence under this clause, with the Landlord.
- (g) Either party may terminate the Licence in respect of the Residence upon written notice of at least one month to the other party.

18.12 Particular matters regarding Access Road

- (a) The parties acknowledge that it is their intention that the current entrance to the Premises from the main road is relocated and that the Access Road is constructed.
- (b) The Access Road will be constructed by the Tenant at its sole cost and responsibility.
- (c) The Tenant is liable to repair and maintain the Access Road so that it remains suitable for access by motor vehicles, except to the extent that the Landlord or any invitee of the Landlord has caused or contributed to the need for repair or maintenance of the Access Road.

Title Reference 21396145

Schedule 1 – Reference Schedule

Item 1 (clause 1.1)	Landlord Andrew Richard Conway and Vanessa Joy Teague
Item 2 (clause 1.1)	Tenant Rainforest Rescue ACN 086 885 154
Item 3 (clause 1.1)	Land The land is situated at 1506 Cape Tribulation Road, Cow Bay in the State of Queensland and is more particularly described as Lot 551 on RP 748411, Title Reference 21396145
Item 4 (clause 1.1)	Premises Part of the Land hatched on the Lease Plan
Item 5 (clauses 1.1 & 1.1)	Term Five (5) years
Item 6 (clause 1.1)	Commencement Date
Item 7 (clause 1.1)	Expiry Date
Item 8 (clause 2.1)	Rent \$1.00 per annum (plus GST)
Item 9 (clause 6.1)	Permitted Use A tree nursery and general conservation activities, including educational activities related to conservation
Item 10 (clause 9.1(a))	Public Liability Insurance \$20 million
Item 11 (clause 15.4)	Default Interest 8% per annum
Item 12 (clause 15.2(a))	Landlord's Address for Service of Notices (a) Street address: 9 Park Crescent, Fairfield VIC 3078 (b) Postal address: 9 Park Crescent, Fairfield VIC 3078 (c) Fax: N/A (d) Email: vanessa@greatcactus.org (e) Attention: Vanessa Teague
Item 13 (clause 15.2(b))	Tenant's Address for Service of Notices (a) Street address: 38 Gordon St, Mullumbimby NSW 2482

Title Reference 21396145

- (b) Postal address:
- (c) Fax:
- (d) Email:

PO Box 40 Mullumbimby NSW 2482
N/A
ceo@rainforestrescue.org.au

Title Reference 21396145

Schedule 2 – Lease Plan

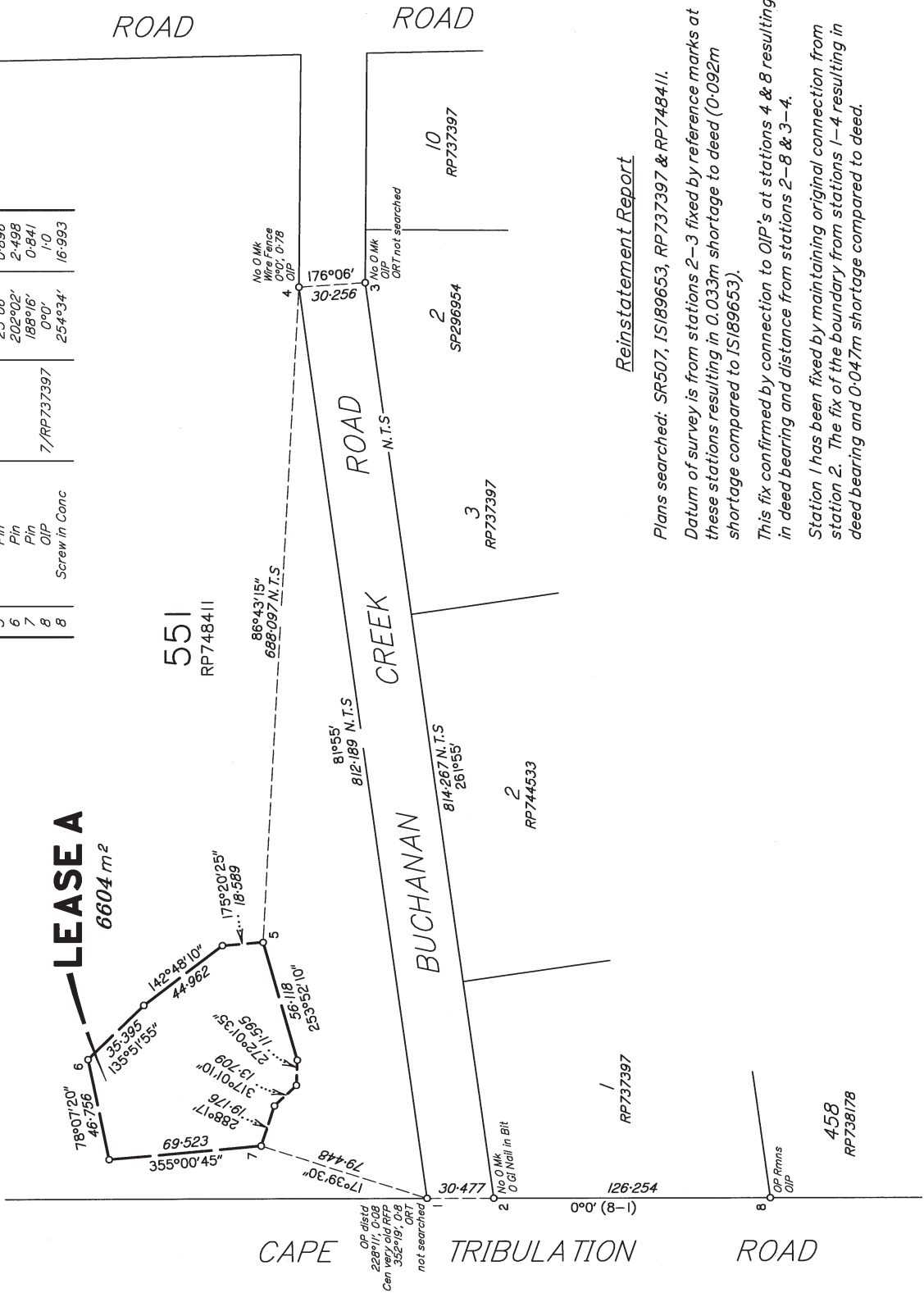
REFERENCE MARKS

STN	TO	ORIGIN	BEARING	DIST
1	Nail in Telstra Pit	2/SR507	170°04'	1-883
1	ORT not searched	IS189653	291°35'	5-271
2	O GI Nail in Bit		4°05'30"	14-598
2	Pin		293°05'20"	31-267
3	OIP	3a/SR507	356°06'	1-006
3	ORT not searched	3a/SR507	175°06'	1-328
3	Spike in Bit		340°36'	12-773
4	OIP (0-5 deep)	3/SR507	176°06'	1-006
5	Pin		23°06'	0-896
6	Pin		202°02'	2-498
7	Pin		188°16'	0-841
8	OIP	7/RP737397	0°0'	1-0
8	Screw in Conc		254°34'	16-993

*Peg placed at all new corners -
unless otherwise stated.*

LEASE A

6604 m²



Reinstatement Report

Plans searched: SR507, IS189653, RP737397 & RP748411.

Datum of survey is from stations 2-3 fixed by reference marks at these stations resulting in 0.033m shortage to deed (0-092m shortage compared to IS189653).

This fix confirmed by connection to OIP's at stations 4 & 8 resulting in deed bearing and distance from stations 2-8 & 3-4.

Station 1 has been fixed by maintaining original connection from station 2. The fix of the boundary from stations 1-4 resulting in deed bearing and 0-047m shortage compared to deed.

RPS Australia East Pty Ltd (ACN 140 292 762) hereby certify that the land comprised in this plan was surveyed by the corporation, by Matthew James WILLING, surveying associate and Daniel Geoffrey PINKHAM, surveying graduate, for whose work the corporation accepts responsibility, under the supervision of Adrian Edward SOLOMON, cadastral surveyor, and that the plan is accurate, that the said survey was performed in accordance with the Survey and Mapping Infrastructure Act 2003 and Surveyors Act 2003 and associated Regulations and Standards and that the said survey was completed on 28/09/2021.

Adrian Edward Solomon
Authorised Delegate

5/11/2021
Date

0 50mm 100mm 150mm State copyright reserved.	
<p>Plan of Lease A</p> <p>in Lot 551 on RP748411</p>	
<p>LOCAL GOVERNMENT: DOUGLAS SHIRE</p> <p>Meridian: SR507</p>	<p>LOCALITY: COW BAY</p> <p>Survey Records: No</p>
<p>Scale: 1:2000</p> <p>Format: STANDARD</p>	
<p>SP331542</p>	