

SCHEDULE 7 – LEASE OF NEW CONSERVATION AREAS

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THE LESSOR HEREBY LEASES TO THE LESSEE the Land subject to the Covenants

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MG People means:

- (a) those Aboriginal persons who are common law holders under the MG#1 Determination, but not including those persons who are common law holders

amalgamated, reconstructed or merged or the functions of which have become exercisable by another person is a reference to the person established or

constituted in its place or by which its functions have become exercisable;

- (i) a reference to a thing includes a reference to the whole or any part of that thing;
- (j) if a word or phrase is defined, cognate words and phrases have a corresponding meaning;
- (k) headings (except in a schedule) are for convenience only and do not affect the interpretation of this document;
- (l) where a period of time is to be reckoned from a day or act or event, that or the day of that act or event, is excluded;

3 USE OF LAND

3.1 Permitted Use

Subject to clause 3.4, the Lessee may occupy and use the Land for purposes consistent with the Management Agreement and the Management Plan.

- (a) The Lessee may construct, erect, demolish, reconstruct, improve or alter Improvements on the Land for or relating to a Permitted Use.
- (b) The Lessee will keep any Improvements on the Land from time to time, in a good and sufficient condition.

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5.1 MANAGEMENT AND GUIDANCE

5.1 Not without Consent

Subject to the Management Agreement set out at Schedule 1, the Lessee may not assign any of its right, title or interest in the Lease or the Land and may not sublet or part with possession of or the right to possess the whole or any part of the Land without the

Lessee's consent. The Lessee's consent may be given, withheld or given subject to such

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- (ii) in respect of any death of or injury or illness sustained by any person, that is directly or indirectly during the Term caused by, arising out of, or in connection with:
 - (A) the use or occupation of the Land by the Lessee or any person;
 - (B) any work carried out by or on behalf of the Lessee under this Lease;
 - (C) the Lessee's activities, operations or other use of the Land of any kind under this Lease;
 - (D) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants, obligations or liabilities under this Lease; or
 - (E) any negligent or other tortious act or omission of the Lessee or any of its officers, agents, servants, employees, contractors, licensees and invitees.
- (c) The obligations of the Lessee under this clause 7.2 continue after the expiration of the Term in respect of any act, deed, matter or thing occurring before the expiration of the Term.
- (d) Where an area of land has been excised from the Land, the obligations of the Lessee under this clause 7.2 continue after the excision of that area from the Land or the expiration of the Term in respect of any act, deed, matter or thing occurring before the excision.

4. The obligations of the Lessee under this clause 7.2 do not arise

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(b) To the extent of any inconsistency between the Lessee's right to use the Land for

time during the Term for the purposes of MG Culture in a manner not inconsistent with the Covenants, the Management Agreement and the Management Plan pursuant to clause 9.2(a), the Lessee's rights prevail.

10 LESSOR'S COVENANTS

10.1 No Right to Terminate

Provided that the Lessee uses and occupies the Land only for the purposes permitted under this Lease, and in consideration of the Lessee accepting the grant of this Lease, the Lessor hereby absolutely and unconditionally waives any right of forfeiture, re-entry

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the Lessor absolutely without any compensation to the Lessee, and the Lessee shall have

no right to remove them from the Land on the expiration of the Term.

12 OPTION TO RENEW

12.1 Further Term

(b) The Lessee shall give (10) days' written notice to the Lessor of the initial Term of one

13.4 Sale and Transfer of Land

If the Lessee exercises the Option the Lessor must, in consideration of the Lessee paying

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(ii) the Lessee shall be addressed to:

Facsimile No:

15 GOVERNING LAW

This Lease is governed by the law in force in the State of Western Australia and the

parties agree to submit to the non-exclusive jurisdiction of the Courts of Western