

## Commonwealth of Australia Overseas Owned Estate

### Instrument of Variation

### Residential

Commonwealth of Australia
Overseas Property Office
Department of Foreign Affairs and Trade
("Owner")

Department of Foreign Affairs and Trade FMB ("Tenant")

This Instrument of Variation made on the

day of

201

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the attached Schedule 1 and in accordance with any variations outlined below.

#### **VARIATIONS**

The following Schedule 1's are added to the existing DFAT Residential MOU.

s. 22(1)(a)(ii)

#### s. 22(1)(a)(ii)

#### **VARIATIONS (Continued)**

The following Schedule 1's are added to the existing DFAT Residential MOU.

s. 22(1)(a)(ii)

Port Moresby Apartment A1 – MOU 343 s. 22(1)(a)(ii)

#### VARIATIONS (Continued)

The following Schedule 1's are added to the existing DFAT Residential MOU.

s. 22(1)(a)(ii)

All other Clauses and Schedules remain unchanged.

|   | EXECUTED AS AN AGREEMENT                      |                    |  |
|---|---|--------------------|--|
|   | SIGNED for and on behalf of the               |                    |  |
|   | COMMONWEALTH OF AUSTRALIA                     |                    |  |
|   | by  |                    |  |
|   | OVERSEAS PROPERTY OFFICE -                    |                    |  |
|   | DEPARTMENT OF FOREIGN AFFAIRS AND TRADE       |                    |  |
| 8 | a duly authorised delegate<br>c. 22(1)(a)(ii) | in the presence of |  |
|   |   |                    |  |
|   | Office Held                                   | Office Held        |  |
|   | Date: 151 10 1.1.2                            | Date: 15/10/12.    |  |
|   |   |                    |  |
|   | SIGNED for and on behalf of the               | )                  |  |
|   | COMMONWEALTH OF AUSTRALIA                     | )                  |  |
|   | by  | )                  |  |
|   | DEPARTMENT OF FOREIGN AFFAIRS AND TRADE       |                    |  |
| į | a duly authorised delegate<br>s. 22(1)(a)(ii) | in the presence of |  |
|   |   |                    |  |
|   |   |                    |  |
|   |   |                    |  |
|   | Date: 17 / 10 / 2017                          | Date: 12./10/2012  |  |

#### SCHEDULE 1 - PORT MORESBY APARTMENT A1

### POST: PORT MORESBY PROPERTY NUMBER: 10407700 MOU NUMBER: 343

| Tenant<br>s. 22(1)(a)(ii) | Finance Management Branch Department of Foreign Affairs                                     |
|---------------------------|---|
|                           | <del>_</del>  |
|                           | 7   |
| Term                      | Four (4) Years ending 30 June 2016  |
| Starting Date             | 1 July 2012   |
| s. 22(1)(a)(ii)           |   |
| Premises                  | Apartment A1, Port Road Residential Compound Two, Port Road, Port Moresby, PAPUA NEW GUINEA |
| s. 22(1)(a)(ii)           |   |
| Rent Per Annum            | AUD \$66,807.00   |
| s. 22(1)(a)(ii)           | 1   |
|                           |   |
|                           |   |
|                           |   |
|                           |   |
|                           |   |
|                           | s. 22(1)(a)(ii)  Premises  s. 22(1)(a)(ii)  Rent Per Annum                                  |

### SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A1 POST: PORT MORESBY MOU NUMBER: 343

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 15 October 2012.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1

and in accordance with any variations outlined below:

| Item 1                                   | Date                              | 78/6/16  |
|--|-----------------------------------|--|
| Item 2                                   | Tenant                            | Department of Foreign Affairs and Trade  |
| Item 3                                   | s. 22(1)(a)(ii)                   |  |
| Item 4                                   | Term                              | 1 July 2016 to 30 June 2017  |
| Item 5                                   | Starting Date                     | 1 July 2016  |
| Item 6                                   | s. 22(1)(a)(ii)                   |  |
| ltem 7                                   | Premises                          | Apartment A1, Port Road Two Residential Compond<br>Port Road, Port Moresby, PAPUA NEW GUINEA |
| Item 8                                   | s. 22(1)(a)(ii)                   |  |
|  |                                   |  |
| Item 9                                   | Rent Per Annum                    | AUD \$105,637.00   |
| item 9<br>Item 10                        | Rent Per Annum<br>s. 22(1)(a)(ii) | AUD \$105,637.00   |
|  |                                   | AUD \$105,637.00   |
| Item 10                                  |                                   | AUD \$105,637.00   |
| item 10                                  |                                   | AUD \$105,637.00   |
| Item 10 Item 11 Item 12                  |                                   | AUD \$105,637.00   |
| Item 10<br>Item 11<br>Item 12<br>Item 13 |                                   | AUD \$105,637.00   |

### SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A1 POST: PORT MORESBY MOU NUMBER: 343

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 15 October 2012 and subsequently varied 28 June 2016.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1

and in accordance with any variations outlined below:

| Item 1  | Date            | 17/3/2017   |
|---------|-----------------|---|
| Item 2  | Tenant          | Department of Foreign Affairs & Trade   |
| Item 3  | s. 22(1)(a)(ii) |   |
| ltem 4  | Term            | One (1) Year ending 30 June 2018  |
| Item 5  | Starting Date   | 1 July 2017   |
| Item 6  | s. 22(1)(a)(ii) |   |
| item 7  | Premises        | Apartment A1 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea |
| ltem 8  | s. 22(1)(a)(ii) |   |
| Item 9  | Rent Per Annum  | AUD \$105,637.00  |
| Item 10 | s. 22(1)(a)(ii) |   |
| ltem 11 | Ī               |   |
| Item 12 |                 |   |
| Item 13 |                 |   |
| ítem 14 |                 |   |
| Itėm 15 |                 |   |

### SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A1 POST: PORT MORESBY PROPERTY NUMBER: 07-408 MOU NUMBER: 07-408-001

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 15 October 2012 and subsequently varied 28 June 2016 and 17 March 2017.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1

and in accordance with any variations outlined below:

| ltem 1  | Date            |   |
|---------|-----------------|---|
| Item 2  | Tenant          | Department of Foreign Affairs & Trade   |
| Item 3  | s. 22(1)(a)(ii) |   |
| Item 4  | Term            | One (1) Year ending 30 June 2019  |
| ltem 5  | Starting Date   | 1 July 2018   |
| ltem 6  | s. 22(1)(a)(ii) |   |
| Item 7  | Premises        | Apartment A1 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea |
| ltem 8  | s. 22(1)(a)(ii) |   |
| Item 9  | Rent Per Annum  | AUD \$105,637.00  |
| Item 10 | s. 22(1)(a)(ii) | ,   |
| item 11 |                 |   |
| Item 12 |                 |   |
| Item 13 |                 |   |
| Item 14 |                 |   |
| ltem 15 |                 |   |
|         |                 |   |



## Commonwealth of Australia Overseas Owned Estate

Instrument of Variation

### Residential

Commonwealth of Australia
Overseas Property Office
Department of Foreign Affairs and Trade
("Owner")

Department of Foreign Affairs and Trade FMB ("Tenant")

This Instrument of Variation made on the

day of

201

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the attached Schedule 1 and in accordance with any variations outlined below.

#### VARIATIONS

The following Schedule 1's are added to the existing DFAT Residential MOU.

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

#### **VARIATIONS (Continued)**

The following Schedule 1's are added to the existing DFAT Residential MOU. s. 22(1)(a)(ii)

Port Moresby Apartment A2 - MOU 344

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

#### **VARIATIONS (Continued)**

The following Schedule 1's are added to the existing DFAT Residential MOU.

s. 22(1)(a)(ii)

All other Clauses and Schedules remain unchanged.

| EXECUTED AS AN AGREEMENT                      |                    |
|---|--------------------|
| SIGNED for and on behalf of the               |                    |
| COMMONWEALTH OF AUSTRALIA                     |                    |
| by  |                    |
| OVERSEAS PROPERTY OFFICE -                    |                    |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRADE       |                    |
| a duly authorised delegate<br>s. 22(1)(a)(ii) | in the presence of |
|   |                    |
|   |                    |
| Date: 15710.1.1.2.                            | Date: 15/10/18.    |
|   |                    |
| SIGNED for and on behalf of the               | Y                  |
| COMMONWEALTH OF AUSTRALIA                     | )                  |
| by  | ).                 |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRADE       |                    |
| a duly authorised delegate<br>s. 22(1)(a)(ii) | in the presence of |
|   |                    |
|   |                    |
| Date: 11/10 / 2017                            | Date: 12./10/2012  |

#### SCHEDULE 1 - PORT MORESBY APARTMENT A2

### POST: PORT MORESBY PROPERTY NUMBER: 10407700 MOU NUMBER: 344

| Item 1  | Date            |   |
|---------|-----------------|---|
| Item 2  | Tenant          | Finance Management Branch Department of Foreign Affairs                                     |
| Item 3  | s. 22(1)(a)(ii) |   |
| Item 4  | Term            | Four (4) Years ending 30 June 2016  |
| Item 5  | Starting Date   | 1 July 2012   |
| Item 6  | s. 22(1)(a)(ii) |   |
| Item 7  | Premises        | Apartment A2, Port Road Residential Compound Two, Port Road, Port Moresby, PAPUA NEW GUINEA |
| Item 8  | s. 22(1)(a)(ii) |   |
| Item 9  | Rent Per Annum  | AUD \$66,807.00   |
| Item 10 | s. 22(1)(a)(ii) |   |
| Item 11 |                 |   |
| Item 12 | i P             |   |
| Item 13 | 1               |   |
| item 14 |                 |   |
|         | +               |   |
| Item 15 |                 |   |

### SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A2 POST: PORT MORESBY MOU NUMBER: 344

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 15 October 2012.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1 and in accordance with any variations outlined below:

| Tenant s. 22(1)(a)(ii) Term | Department of Foreign Affairs and Trade  1 July 2016 to 30 June 2017                         |
|-----------------------------|--|
| Term                        | 1 July 2016 to 30 June 2017  |
| 7.000                       | 1 July 2016 to 30 June 2017  |
| AL ULBI                     |  |
| Starting Date               | 1 July 2016  |
| s. 22(1)(a)(ii)             |  |
| Premises                    | Apartment A2, Port Road Two Residential Compond<br>Port Road, Port Moresby, PAPUA NEW GUINEA |
| s. 22(1)(a)(ii)             |  |
| Rent Per Annum              | AUD \$105,637.00   |
| s. 22(1)(a)(ii)             |  |
|                             |  |
|                             |  |
|                             |  |
|                             |  |
|                             |  |
|                             | s. 22(1)(a)(ii)  Rent Per Annum  |

### SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A2 POST: PORT MORESBY MOU NUMBER: 344

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 15 October 2012 and subsequently varied 28 June 2016.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1 and in accordance with any variations outlined below:

| Item 1  | Date            | 17/3/2017   |
|---------|-----------------|---|
| Item 2  | Tenant          | Department of Foreign Affairs & Trade   |
| ltem 3  | s. 22(1)(a)(ii) |   |
| Item 4  | Term            | One (1) Year ending 30 June 2018  |
| Item 5  | Starting Date   | 1 July 2017   |
| Item 6  | s. 22(1)(a)(ii) |   |
| Item 7  | Premises        | Apartment A2 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Gulnea |
| Item 8  | s. 22(1)(a)(ii) | (   |
| Item 9  | Rent Per Annum  | AUD \$105,637.00  |
| Item 10 | s. 22(1)(a)(ii) |   |
| Item 11 |                 |   |
| Item 12 | Ī               |   |
| Item 13 | Ī               |   |
| Item 14 |                 |   |
| Item 15 |                 |   |
|         |                 |   |

#### SCHEDULE 1 - PORT MORESBY PORT ROAD TWO APARTMENT A2 POST: PORT MORESBY MOU NUMBER: 07-408-002

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 15 October 2012 and subsequently varied 28 June 2016 and 17 March 2017.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1

| Item 1  | Date            |   |
|---------|-----------------|---|
| Item 2  | Tenant          | Department of Foreign Affairs & Trade   |
| Item 3  | s. 22(1)(a)(ii) |   |
| Item 4  | Term            | One (1) Year ending 30 June 2019  |
| Item 5  | Starting Date   | 1 July 2018   |
| Item 6  | s. 22(1)(a)(ii) |   |
| ltem 7  | Premises        | Apartment A2 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea |
| Item 8  | s. 22(1)(a)(ii) |   |
| Item 9  | Rent Per Annum  | AUD \$105,637.00  |
| Item 10 | s. 22(1)(a)(ii) |   |
| Item 11 |                 |   |
| ltem 12 |                 |   |
| Item 13 |                 |   |
| Item 14 |                 |   |
| Item 15 |                 |   |
|         |                 |   |



# Commonwealth of Australia Overseas Owned Estate

### Memorandum of Understanding

### Residential

Commonwealth of Australia
Overseas Property Office
Department of Foreign Affairs and Trade
("Owner")

Department of Foreign Affairs and Trade ("Tenant")

#### For release under the FOI Act

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s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

| C  | SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A3 | 81 |
|----|--|----|
| S. | . 22(1)(a)(ii)                                       |    |

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on the date in Item 1 of Schedule 1

### BETWEEN

COMMONWEALTH OF AUSTRALIA represented by OVERSEAS PROPERTY OFFICE, DEPARTMENT OF FOREIGN AFFAIRS & TRADE R G Casey Building, John McEwen Crescent Barton in the Australian Capital Territory ("Owner")

### AND

COMMONWEALTH OF AUSTRALIA represented by DEPARTMENT OF FOREIGN AFFAIRS & TRADE R G Casey Building, John McEwen Crescent Barton in the Australian Capital Territory ("Tenant")

### INTRODUCTION

- A. The Owner wishes to record its agreement with the Tenant about appropriate arrangements for occupancy of Commonwealth owned residential premises.
- B. Both the Owner and the Tenant are aware that as both are part of the Commonwealth of Australia they cannot enter into a legally binding agreement with each other. They however intend to act as if the terms of this Memorandum so far as practicable are interpreted in accordance with the general law as if the parties were separate legal entities.
- C. The Commonwealth of Australia owns the premises described in Item 7 of Schedule 1.
- D. The Tenant has agreed to occupy the premises on the terms set out in this Memorandum of Understanding (MOU).

### **OPERATIVE PROVISIONS**

- 1. DESCRIPTION OF PREMISES
- 1.1 The Owner rents the premises to the Tenant s. 22(1)(a)(ii)

  for use as a residence for the term in Item 4 of Schedule 1 starting on the day in Item
  5 of Schedule 1.
- 2. HOW TO READ THIS MOU
- 2.1 TERMS

Terms in bold type have the meaning shown opposite them.

2.2 DEFINITIONS

Unless the contrary intention appears:

s. 22(1)(a)(ii)

(5) "Owner" includes a Person immediately entitled to the premises on expiry of this MOU and (where consistent with the context) the Owner's executors, administrators, successors, and assigns;

### s. 22(1)(a)(ii)

- (7) "Premises" means those set out in Item 7 of Schedule 1;
- (8) "Rent" means the rent in Item 9 of Schedule 1;
- (9) "Tenant" includes (where consistent with the context) the servants, agents and invitees of the Tenant
- (10) "Term" means the term in Item 4 of Schedule 1 and includes any period during which the Tenant holds over with the Owner's consent:

### 2.3 INTERPRETATION

- (1) In this Memorandum, unless the context otherwise requires:
  - (a) words importing the singular include the plural and vice versa;
  - (b) words importing a gender include each other gender;
  - headings are for convenience only and will be ignored in construing this memorandum;
  - (d) a reference to this Memorandum includes any schedules or annexures to it.
  - (e) a reference to a thing includes a part of that thing;
  - (f) a reference to a body:
    - (i) which ceases to exist;
    - (ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

### s. 22(1)(a)(ii)

### 4. TENANT'S COVENANTS

### 4.1 The Tenant must:

(1)

(a) pay the Rent in Item 9 of Schedule 1 to the Owner S. 22(1)(a)(ii)

| EXECUTED AS AN AGREEMENT                      |                    |
|---|--------------------|
| SIGNED for and on behalf of the               |                    |
| COMMONWEALTH OF AUSTRALIA                     |                    |
| by  |                    |
| OVERSEAS PROPERTY OFFICE -                    |                    |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRADE       |                    |
| a duly authorised delegate<br>. 22(1)(a)(ii)  | in the presence of |
| Date: 4/5/2012                                | Date: 1            |
| SIGNED for and on behalf of the               | )                  |
| COMMONWEALTH OF AUSTRALIA                     | )                  |
| by  | )                  |
| DEPARTMENTOF FOREIGN AFFAIRS AND TRADE        |                    |
| a duly authorised delegate<br>s. 22(1)(a)(ii) | in the presence of |
|   |                    |
|   |                    |
| •   |                    |
| Date: 3 / 5 / 20(7                            | Date: 3/5/2012     |

### SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A3

POST: PORT MORESBY PROPERTY NUMBER: 10407700 MOU NUMBER: 63233

|           | Date            | 3 May 2012  |
|-----------|-----------------|---|
| Item 2    | Tenant          | Finance Management Branch Department of Foreign Affairs                                     |
| Item 3    | s. 22(1)(a)(ii) |   |
| Item 4    | Term            | Four (4) years and Four months (4) ending 30 June 2016                                      |
| Item 5    | Starting Date   | 1 March 2012  |
| Item 6    | s. 22(1)(a)(ii) |   |
| Item 7    | Premises        | Apartment A3, Port Road Residential Compound Two, Port Road, Port Moresby, PAPUA NEW GUINEA |
| Item 8    | s. 22(1)(a)(ii) |   |
| Item 9    | Rent Per Annum  | AUD \$60,661.00   |
| Item 10   | s. 22(1)(a)(ii) |   |
| Item 11   |                 |   |
| Item 12   |                 |   |
| item 12   | 1               |   |
| Item 13   | 4               |   |
| K Y Z Y K |                 |   |

### SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A3 POST: PORT MORESBY MOU NUMBER: 63233

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 3 May 2012.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule  $1\,$ 

and in accordance with any variations outlined below:

| Tenant s. 22(1)(a)(ii)  Term  Starting Date s. 22(1)(a)(ii)  Premises s. 22(1)(a)(ii) | Department of Foreign Affairs and Trade  1 July 2016 to 30 June 2017  1 July 2016  Apartment A3, Port Road Two Residential Compond Port Road, Port Moresby, PAPUA NEW GUINEA |  |
|---|--|--|
| Term  Starting Date s. 22(1)(a)(ii)  Premises   | 1 July 2016  Apartment A3, Port Road Two Residential Compond   |  |
| Starting Date s. 22(1)(a)(ii)  Premises   | 1 July 2016  Apartment A3, Port Road Two Residential Compond   |  |
| s. 22(1)(a)(ii) Premises  | Apartment A3, Port Road Two Residential Compond  |  |
| Premises  |  |  |
|   |  |  |
| s. 22(1)(a)(ii)   |  |  |
|   | s. 22(1)(a)(ii)  |  |
| Rent Per Annum  | AUD \$105,637.00   |  |
| s. 22(1)(a)(ii)   |  |  |
|   |  |  |
|   |  |  |
|   |  |  |
|   |  |  |
|   |  |  |
|   |  |  |

### SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT AS POST: PORT MORESBY MOU NUMBER: 63233

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 3 May 2012 and subsequently varied 28 June 2016.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1 and in accordance with any variations outlined below:

| Item 1  | Date             | 17/3/2017   |
|---------|------------------|---|
| Item 2  | Tenant           | Department of Foreign Affairs & Trade   |
| Item 3  | s. 22(1)(a)(ii)  |   |
| Item 4  | Term             | One (1) Year ending 30 June 2018  |
| Item 5  | Starting Date    | 1 July 2017   |
| Item 6  | s. 22(1)(a)(ii)  |   |
| Item 7  | Premises         | Apartment A3 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea |
| Item 8  | 's. 22(1)(a)(ii) |   |
| item 9  | Rent Per Annum   | AUD \$105,637.00  |
| item 10 | s. 22(1)(a)(ii)  |   |
| Item 11 |                  |   |
| Item 12 |                  |   |
| Item 13 | Ī                |   |
| Item 14 |                  |   |
| Item 15 | 1                |   |
|         |                  |   |

### SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A3 POST: PORT MORESBY

PROPERTY NUMBER: 07-408 MOU NUMBER: 07-408-003

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 3 May 2012 and subsequently varied 28 June 2016 and 17 March 2017

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following  $\,$  Schedule 1

and in accordance with any variations outlined below:

| Item 1  | Date            |   |
|---------|-----------------|---|
| Item 2  | Tenant          | Department of Foreign Affairs & Trade   |
| Item 3  | s. 22(1)(a)(ii) |   |
| Item 4  | Term            | One (1) Year ending 30 June 2019  |
| Item 5  | Starting Date   | 1 July 2018   |
| Item 6  | s. 22(1)(a)(ii) |   |
| ltem 7  | Premises        | Apartment A3 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea |
| Item 8  | s. 22(1)(a)(ii) |   |
| Item 9  | Rent Per Annum  | AUD \$105,637.00  |
| Item 10 | s. 22(1)(a)(ii) |   |
| Item 11 |                 |   |
| Item 12 |                 |   |
| Item 13 |                 |   |
| Item 14 |                 |   |
| item 15 |                 |   |
|         |                 |   |



### Commonwealth of Australia Overseas Owned Estate

### Memorandum of Understanding

### Residential

Commonwealth of Australia
Overseas Property Office
Department of Foreign Affairs and Trade
("Owner")

Department of Defence (DCP)

("Tenant")

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|   | 9.        | MARKET RENT REVIEW5                          |
|   | 10.       | EARLY TERMINATION BY TENANT6                 |
|   | 11.       | TENANT'S ADDITIONAL RIGHT TO REDUCE THE TERM |
|   | 12.       | SERVICE OF NOTICES6                          |
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| S | . 22(1)(a | n)(ii)                                       |

### s. 22(1)(a)(ii)

|   | SCHEDULE 1 – PORT MORESBY APARTMENT A4 PORT ROAD TWO | . 29 |
|---|--|------|
| S | . 22(1)(a)(ii)                                       |      |

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on the date in Item 1 of Schedule 1

### BETWEEN

COMMONWEALTH OF AUSTRALIA represented by OVERSEAS PROPERTY OFFICE, DEPARTMENT OF FOREIGN AFFAIRS & TRADE R G Casey Building, John McEwen Crescent Barton in the Australian Capital Territory ("Owner")

### AND

COMMONWEALTH OF AUSTRALIA represented by DEPARTMENT OF DEFENCE in the Australian Capital Territory ("Tenant")

### INTRODUCTION

- A. The Owner wishes to record its agreement with the Tenant about appropriate arrangements for occupancy of Commonwealth owned residential premises.
- Both the Owner and the Tenant are aware that as both are part of the Commonwealth of Australia they cannot enter into a legally binding agreement with each other. They however intend to act as if the terms of this Memorandum so far as practicable are interpreted in accordance with the general law as if the parties were separate legal entities.
- C. The Commonwealth of Australia owns the premises described in Item 7 of Schedule 1.
- D. The Tenant has agreed to occupy the premises on the terms set out in this Memorandum of Understanding (MOU).

### **OPERATIVE PROVISIONS**

- DESCRIPTION OF PREMISES
- 1.1 The Owner rents the premises to the Tenant s. 22(1)(a)(ii)

  for use as a residence for the term in Item 4 of Schedule 1 starting on the day in Item
  5 of Schedule 1.
- HOW TO READ THIS MOU
- 2.1 TERMS

Terms in bold type have the meaning shown opposite them.

2.2 DEFINITIONS

Unless the contrary intention appears:

s. 22(1)(a)(ii)



### s. 22(1)(a)(ii)

(5) "Owner" includes a Person immediately entitled to the premises on expiry of this MOU and (where consistent with the context) the Owner's executors, administrators, successors, and assigns:

### s. 22(1)(a)(ii)

- (7) "Premises" means those set out in Item 7 of Schedule 1;
- (8) "Rent" means the rent in Item 9 of Schedule 1;
- (9) "Tenant" includes (where consistent with the context) the servants, agents and invitees of the Tenant
- (10) "Term" means the term in Item 4 of Schedule 1 and includes any period during which the Tenant holds over with the Owner's consent;

### 2.3 INTERPRETATION

- (1) In this Memorandum, unless the context otherwise requires:
  - (a) words importing the singular include the plural and vice versa;
  - (b) words importing a gender include each other gender;
  - headings are for convenience only and will be ignored in construing this memorandum;
  - (d) a reference to this Memorandum includes any schedules or annexures to it.
  - (e) a reference to a thing includes a part of that thing;
  - (f) a reference to a body:
    - (i) which ceases to exist;
  - (ii) whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

### s. 22(1)(a)(ii)

### 4. TENANT'S COVENANTS

4.1 The Tenant must:

(1)

(a) pay the Rent in Item 9 of Schedule 1 to the Owner s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

| 101101000                                     | o dipor the restrict |
|---|----------------------|
| EXECUTED AS AN AGREEMENT                      |                      |
| SIGNED for and on behalf of the               |                      |
| COMMONWEALTH OF AUSTRALIA                     |                      |
| by  |                      |
| OVERSEAS PROPERTY OFFICE -                    |                      |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRADE       |                      |
| a duly authorised delegate<br>s. 22(1)(a)(ii) | in the presence of   |
|   |                      |
| Date: 19 / 9 / 2012                           | Date: 19/ 9 / 2012   |
|   |                      |
| SIGNED for and on behalf of the               | ),                   |
| COMMONWEALTH OF AUSTRALIA                     | )                    |
| by  | )                    |
| DEPARTMENT OF DEFENCE                         |                      |

Date: 13/52 / 2012.

a duly authorised delegate s. 22(1)(a)(ii)

Date: /3 / 9 / 2012

in the presence of

### SCHEDULE 1 - PORT MORESBY APARTMENT A4 PORT ROAD TWO

POST: PORT MORESBY PROPERTY NUMBER: 10407700 MOU NUMBER: 63136

| Tenant s. 22(1)(a)(ii)  Term  Starting Date s. 22(1)(a)(ii)  Premises s. 22(1)(a)(ii) | Port Road, Compound Two, Port Road, Port Moresby, PAPUA NEW GUINEA    |
|---|---|
| Term Starting Date s. 22(1)(a)(ii) Premises   | 1 April 2012  Port Road, Compound Two, Port Road, Port Moresby, PAPUA |
| Starting Date s. 22(1)(a)(ii)  Premises   | 1 April 2012  Port Road, Compound Two, Port Road, Port Moresby, PAPUA |
| s. 22(1)(a)(ii) Premises  | Port Road, Compound Two, Port Road, Port Moresby, PAPUA               |
| Premises  | Port Road, Compound Two, Port Road, Port Moresby, PAPUA               |
|   | Port Road, Compound Two, Port Road, Port Moresby, PAPUA               |
| s. 22(1)(a)(ii)   | IVEV GOINEA   |
| 77.24   |   |
| Rent Per Annum  | \$60,661.00   |
| s. 22(1)(a)(ii)   |   |
|   |   |
|   |   |
|   |   |
|   |   |
|   |   |
|   |   |
|   | **************************************                                |

### SCHEDULE 1 - PORT MORESBY PORT ROAD TWO APARTMENT A4

POST: PORT MORESBY MOU NUMBER: 63136

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 19 September 2012.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the attached Schedule 1 and in accordance with any variations outlined below.

| Item 1  | Date            | 17 June 2016  |
|---------|-----------------|---|
| Item 2  | Tenant          | Department of Defence   |
| Item 3  | s. 22(1)(a)(ii) |   |
| Item 4  | Term            | One (1) years ending 30 June 2017   |
| Item 5  | Starting Date   | 1 July 2016   |
| Item 6  | s. 22(1)(a)(ii) |   |
| Item 7  | Premisės        | Apartment A4 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA |
| ltem 8  | s. 22(1)(a)(ii) |   |
| Item 9  | Rent Per Annum  | AUD \$105,637.00  |
| Item 10 | s. 22(1)(a)(ii) |   |
| Item 11 |                 |   |
| Item 12 | 1               |   |
| Item 13 | 1               |   |
| Item 14 |                 |   |
| Item 15 |                 |   |
|         |                 |   |

### SCHEDULE 1 - PORT ROAD TWO APARTMENT A4 POST: PORT MORESBY MOU NUMBER: 63136

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 19 September 2012. subsequently varied and signed 17 June 2016.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1

| Item 1  | Date            | 9 JAN 17  |    |
|---------|-----------------|---|----|
| Item 2  | Tenant          | Department of Defence   |    |
| Item 3  | s. 22(1)(a)(ii) |   |    |
| Item 4  | Term            | Term One (1) Year ending 30 June 2018   |    |
| Item 5  | Starting Date   | 1 July 2017   |    |
| Item 6  | s. 22(1)(a)(ii) |   |    |
| Item 7  | Premises        | Apartment A4 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA |    |
| Item 8  | s. 22(1)(a)(ii) |   |    |
| item 9  | Rent Per Annum  | AUD \$105,637.00  |    |
| Item 10 | s. 22(1)(a)(ii) |   |    |
| Item 11 | Ţ               |   | -  |
| tem 12  | T               |   | 51 |
| tem 13  |                 |   | 7  |
| tem 14  |                 |   | -  |
| tem 15  | 1               |   | -  |
|         |                 |   | Y  |
|         |                 |   |    |



### Commonwealth of Australia Overseas Owned Estate

### Memorandum of Understanding

### Residential

Commonwealth of Australia
Overseas Property Office
Department of Foreign Affairs and Trade
("Owner")

Department of Foreign Affairs and Trade FMB ("Tenant")

Apartment A5 Port Road 2 Port Moresby

### For release under the FOI Act

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| SCHI<br>s. 22(1)(a) | EDULE 1 – PORT MORESBY APT 10 PORT ROAD ONE ERROR! BOOKMARK NOT DEFINED. |

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on the date in Item 1 of Schedule 1

### BETWEEN

COMMONWEALTH OF AUSTRALIA represented by OVERSEAS PROPERTY OFFICE, DEPARTMENT OF FOREIGN AFFAIRS & TRADE 255 London Circuit Canberra in the Australian Capital Territory ("Owner")

### AND

COMMONWEALTH OF AUSTRALIA represented by DEPARTMENT OF FOREIGN AFFAIRS & TRADE RG Casey Building, John McEwen Crescent Barton in the Australian Capital Territory ("Tenant")

### INTRODUCTION

- A. The Owner wishes to record its agreement with the Tenant about appropriate arrangements for occupancy of Commonwealth owned residential premises.
- Both the Owner and the Tenant are aware that as both are part of the Commonwealth of Australia they cannot enter into a legally binding agreement with each other. They however intend to act as if the terms of this Memorandum so far as practicable are interpreted in accordance with the general law as if the parties were separate legal entities.
- C. The Commonwealth of Australia owns the premises described in Item 7 of Schedule 1.
- D. The Tenant has agreed to occupy the premises on the terms set out in this Memorandum of Understanding (MOU).

### **OPERATIVE PROVISIONS**

- 1. DESCRIPTION OF PREMISES
- 1.1 The Owner rents the premises to the Tenant s. 22(1)(a)(ii)

  for use as a residence for the term in Item 4 of Schedule 1 starting on the day in Item
  5 of Schedule 1.
- 2. HOW TO READ THIS MOU
- 2.1 TERMS
  Terms in bold type have the meaning shown opposite them.
- 2.2 DEFINITIONS

  Unless the contrary intention appears:
  s. 22(1)(a)(ii)

K

(5) "Owner" includes a Person immediately entitled to the premises on expiry of this MOU and (where consistent with the context) the Owner's executors, administrators, successors, and assigns:

### s. 22(1)(a)(ii)

- (7) "Premises" means those set out in Item 7 of Schedule 1;
- (8) "Rent" means the rent in Item 9 of Schedule 1;
- (9) "Tenant" includes (where consistent with the context) the servants, agents and invitees of the Tenant
- (10) "Term" means the term in Item 4 of Schedule 1 and includes any period during which the Tenant holds over with the Owner's consent;

### 2.3 INTERPRETATION

- (1) In this Memorandum, unless the context otherwise requires:
  - (a) words importing the singular include the plural and vice versa;
  - (b) words importing a gender include each other gender;
  - (c) headings are for convenience only and will be ignored in construing this memorandum;
  - (d) a reference to this Memorandum includes any schedules or annexures to it.
  - (e) a reference to a thing includes a part of that thing;
  - (f) a reference to a body:
    - (i) which ceases to exist;
    - (ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

### s. 22(1)(a)(ii)

### 4. TENANT'S COVENANTS

### 4.1 The Tenant must:

(1)

(a) pay the Rent in Item 9 of Schedule 1 to the Owner s. 22(1)(a)(ii)

s. 22(1)(a)(ii)



| SIGNED for and on behalf of the               |                    |
|---|--------------------|
| COMMONWEALTH OF AUSTRALIA                     |                    |
| by  |                    |
| OVERSEAS PROPERTY OFFICE -                    |                    |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRAD        | Ē                  |
| a duly authorised delegate<br>s. 22(1)(a)(ii) | in the presence of |
| Date: 14./5/.3005                             | Date: 14./5/5/     |
| SIGNED for and on behalf of the               | j.                 |
| COMMONWEALTH OF AUSTRALIA                     | )                  |
| by  | )                  |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRADI       | E)                 |
| a duly authorised delegate<br>22(1)(a)(ii)    | in the presence of |
|   |                    |
| Date:7_/15                                    | Date: 7/5/         |

**EXECUTED AS AN AGREEMENT** 

### SCHEDULE 1 - PORT MORESBY APT A5 PORT ROAD TWO

POST: PORT MORESBY PROPERTY NUMBER: 10407700 MOU NUMBER: 346

| Date            | 14/5/2015  |
|-----------------|--|
| Tenant          | Department of Foreign Affairs & Trade Finance Management Branch John McEwen Crescent Barton ACT 0221 AUSTRALIA |
| s. 22(1)(a)(ii) |  |
| Term            | One (1) year, Two (2) months and Fifteen (15) days ending 30 June 2016   |
| Starting Date   | 15 April 2015  |
| s. 22(1)(a)(ii) |  |
| Premises        | Apartment A5 Port Road Two Residential Compound PAPUA NEW GUINEA   |
| s. 22(1)(a)(ii) |  |
| Rent Per Annum  | \$115,540.00   |
| s. 22(1)(a)(ii) |  |
| Ī               |  |
| İ               |  |
| I               |  |
|                 |  |
| 1               |  |
|                 | s. 22(1)(a)(ii)  Term  Starting Date s. 22(1)(a)(ii)  Premises s. 22(1)(a)(ii)                                 |

### SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT AS POST: PORT MORSEBY MOU NUMBER: 346

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 14 May 2015.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1

and in accordance with any variations outlined below:

| Item 1                         | Date                           | 28/6/16  |
|--------------------------------|--------------------------------|--|
| Item 2                         | Tenant                         | Department of Foreign Affairs and Trade  |
| Item 3                         | s. 22(1)(a)(ii)                |  |
| Item 4                         | Term                           | 1 July 2016 to 30 June 2017  |
| Item 5                         | Starting Date                  | 1 July 2016  |
| Item 6                         | s. 22(1)(a)(ii)                |  |
| ltem 7                         | Premises                       | Apartment A5, Port Road Two Residential Compond<br>Port Road, Port Moresby, PAPUA NEW GUINEA |
|                                | s. 22(1)(a)(ii)                |  |
| Item 8                         | -                              | <del></del>  |
| Item 8                         | Rent Per Annum                 | AUD \$105,637.00   |
|                                | Rent Per Annum s. 22(1)(a)(ii) | AUD \$105,637.00   |
| Item 9                         |                                | AUD \$105,637.00   |
| Item 9<br>Item 10              |                                | AUD \$105,637.00   |
| Item 9<br>Item 10<br>Item 11   |                                | AUD \$105,637.00   |
| Item 9 Item 10 Item 11 Item 12 |                                | AUD \$105,637.00   |

### SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT AS POST: PORT MORESBY MOU NUMBER: 346

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 14 May 2015 and subsequently varied 28 June 2016.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1

and in accordance with any variations outlined below:

| Date            | 17/3/2017  |   |
|-----------------|--|---|
| Tenant          | Department of Foreign Affairs & Trade  |   |
| s. 22(1)(a)(ii) |  |   |
| Term            | One (1) Year ending 30 June 2018   |   |
| Starting Date   | 1 July 2017  |   |
| s. 22(1)(a)(ii) |  |   |
| Premises        | Apartment A5 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea              |   |
| s. 22(1)(a)(ii) |  |   |
| Rent Per Annum  | AUD \$105,637.00   |   |
| s. 22(1)(a)(ii) |  |   |
|                 |  |   |
|                 |  |   |
|                 |  |   |
|                 |  |   |
|                 |  |   |
|                 |  |   |
|                 | Tenant s. 22(1)(a)(ii)  Term  Starting Date s. 22(1)(a)(ii)  Premises  s. 22(1)(a)(ii)  Rent Per Annum | Tenant  Department of Foreign Affairs & Trade  s. 22(1)(a)(ii)  Term  One (1) Year ending 30 June 2018  Starting Date  1 July 2017  s. 22(1)(a)(ii)  Apartment A5 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea  s. 22(1)(a)(ii)  Rent Per Annum  AUD \$105,637.00 |

### SCHEDULE 1 - PORT MORESBY PORT ROAD TWO APARTMENT A5 POST: PORT MORESBY PROEPRTY NUMBER: 07-408 MOU NUMBER: 07-408-005

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 14 May 2015 and subsequently varied 28 June 2016 and 17 March 2017.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1

| Date            |   |
|-----------------|---|
| Tenant          | Department of Foreign Affairs & Trade   |
| s. 22(1)(a)(ii) |   |
| Term            | One (1) Year ending 30 June 2019  |
| Starting Date   | 1 July 2018   |
| s. 22(1)(a)(ii) |   |
| Premises        | Apartment A5 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea |
| s. 22(1)(a)(ii) |   |
| Rent Per Annum  | AUD \$105,637.00  |
| s. 22(1)(a)(ii) |   |
|                 |   |
|                 |   |
|                 |   |
|                 |   |
|                 |   |
|                 | Tenant s. 22(1)(a)(ii)  Term Starting Date s. 22(1)(a)(ii)  Premises s. 22(1)(a)(ii)      |



# Commonwealth of Australia Overseas Owned Estate

### Memorandum of Understanding

### Residential

Commonwealth of Australia
Overseas Property Office
Department of Foreign Affairs and Trade
("Owner")

Australian Agency for International Development - AusAID

("Tenant")

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| 7.          | DESTRUCTION OF THE PREMISES4                  |
| 8.          | OPTION TO RENEW5                              |
| 9.          | MARKET RENT REVIEW5                           |
| 10.         | EARLY TERMINATION BY TENANT6                  |
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| 13.         | APPLICATION OF LAWS AND JURISDICTION6         |
| 14.         | AMENDMENTS6                                   |
| <br>22(1)(a | J(II)   |

s. 22(1)(a)(ii)

SCHEDULE 1 – PORT MORESBY APARTMENT A6 (PORT ROAD TWO) ......49

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on the date in Item 1 of Schedule 1

### BETWEEN

COMMONWEALTH OF AUSTRALIA represented by OVERSEAS PROPERTY OFFICE, DEPARTMENT OF FOREIGN AFFAIRS & TRADE R G Casey Building, John McEwen Crescent Barton in the Australian Capital Territory ("Owner")

### AND

COMMONWEALTH OF AUSTRALIA represented by AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT of 255 London Circuit, Canberra in the Australian Capital Territory ("Tenant")

### INTRODUCTION

- A. The Owner wishes to record its agreement with the Tenant about appropriate arrangements for occupancy of Commonwealth owned residential premises.
- Both the Owner and the Tenant are aware that as both are part of the Commonwealth of Australia they cannot enter into a legally binding agreement with each other. They however intend to act as if the terms of this Memorandum so far as practicable are interpreted in accordance with the general law as if the parties were separate legal entities.
- C. The Commonwealth of Australia owns the premises described in Item 7 of Schedule 1.
- D. The Tenant has agreed to occupy the premises on the terms set out in this Memorandum of Understanding (MOU).

### **OPERATIVE PROVISIONS**

- 1. DESCRIPTION OF PREMISES
- 1.1 The Owner rents the premises to the Tenant's. 22(1)(a)(ii)

  for use as a residence for the term in Item 4 of Schedule 1 starting on the day in Item
  5 of Schedule 1.
- 2. HOW TO READ THIS MOU
- 2.1 TERMS

Terms in bold type have the meaning shown opposite them.

2.2 DEFINITIONS

Unless the contrary intention appears:

s. 22(1)(a)(ii)

### s. 22(1)(a)(ii)

"Owner" includes a Person immediately entitled to the premises on expiry of this MOU and (where consistent with the context) the Owner's executors, administrators, successors, and assigns: s. 22(1)(a)(ii)

- "Premises" means those set out in Item 7 of Schedule 1; (7)
- (8) "Rent" means the rent in Item 9 of Schedule 1;
- "Tenant" includes (where consistent with the context) the servants, agents and invitees of the (9) Tenant
- (10) "Term" means the term in Item 4 of Schedule 1 and includes any period during which the Tenant holds over with the Owner's consent;

### 2.3 INTERPRETATION

- In this Memorandum, unless the context otherwise requires:
  - (a) words importing the singular include the plural and vice versa;
  - (b) words importing a gender include each other gender;
  - (c) headings are for convenience only and will be ignored in construing this memorandum;
  - (d) a reference to this Memorandum includes any schedules or annexures to it.
  - (e) a reference to a thing includes a part of that thing;
  - (f) a reference to a body:
    - (i) which ceases to exist;
  - (ii) whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

### s. 22(1)(a)(ii)

### **TENANT'S COVENANTS**

### The Tenant must: 4.1

(1)

pay the Rent in Item 9 of Schedule 1 to the Owner<sup>S.</sup> 22(1)(a)(ii) (a)

| EXECUTED AS AN AGREEMENT                      |                    |
|---|--------------------|
| SIGNED for and on behalf of the               |                    |
| COMMONWEALTH OF AUSTRALIA                     |                    |
| by.   |                    |
| OVERSEAS PROPERTY OFFICE -                    |                    |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRADE       |                    |
| a duly authorised delegate<br>s. 22(1)(a)(ii) | in the presence of |
|   |                    |
| Date: 4 / 6 / 12                              | Date: 4/6/12       |
|   |                    |
| SIGNED for and on behalf of the               | )                  |
| COMMONWEALTH OF AUSTRALIA                     | ý                  |
| by  | )                  |
| AUSTRALIAN AGENCY FOR INTERNATIONAL           |                    |
| DEVELOPMENT                                   |                    |
| a duly authorised delegate<br>22(1)(a)(ii)    | in the presence of |
|   |                    |
|   |                    |
|   |                    |
|   |                    |

Date: 10 / 04 / 2012

S.

Date: 10 / 04 / 2012

#### SCHEDULE 1 - PORT MORESBY APARTMENT A6 (PORT ROAD TWO)

#### POST: PORT MORESBY PROPERTY NUMBER: 10407700 MOU NUMBER: 347

| ltem 1  | Date            |   |
|---------|-----------------|---|
| Item 2  | Tenant          | AusAID  |
| Item 3  | s. 22(1)(a)(ii) |   |
| Item 4  | Term            | Four (4) Years and Three (3) Months ending 30 June 2016                                     |
| Item 5  | Starting Date   | 1 April 2012  |
| Item 6  | s. 22(1)(a)(ii) |   |
| Item 7  | Premises        | Apartment A6, Port Road Residential Compound Two, Port Road, Port Moresby, PAPUA NEW GUINEA |
| Item 8  | s. 22(1)(a)(ii) |   |
| Item 9  | Rent Per Annum  | \$60,661.00   |
| Item 10 | s. 22(1)(a)(ii) |   |
| Item 11 |                 |   |
| Item 12 |                 |   |
| Item 13 |                 |   |
| Item 14 |                 |   |
| Item 15 |                 |   |

#### SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A6 POST: PORT MORSEBY MOU NUMBER: 347

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 4 June 2012 and subsequently varied 4 January 2016.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1

and in accordance with any variations outlined below:

| Item 1                         | Date            | 78/6//6  |
|--------------------------------|-----------------|--|
| Item 2                         | Tenant          | Department of Foreign Affairs and Trade  |
| Item 3                         | s. 22(1)(a)(ii) | 1  |
| Item 4                         | Term            | 1 July 2016 to 30 June 2017  |
| Item 5                         | Starting Date   | 1 July 2016  |
| Item 6                         | s. 22(1)(a)(ii) |  |
| Item 7                         | Premises        | Apartment A6, Port Road Two Residential Compond<br>Port Road, Port Moresby, PAPUA NEW GUINEA |
|                                | s. 22(1)(a)(ii) |  |
| Item 8                         |                 |  |
| Item 8                         | Rent Per Annum  | AUD \$105,637.00   |
|                                |                 | AUD \$105,637.00   |
| Item 9                         | Rent Per Annum  | AUD \$105,637.00   |
| Item 9<br>Item 10              | Rent Per Annum  | AUD \$105,637.00   |
| Item 9<br>Item 10<br>Item 11   | Rent Per Annum  | AUD \$105,637.00   |
| Item 9 Item 10 Item 11 Item 12 | Rent Per Annum  | AUD \$105,637.00   |

#### SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT AG POST: PORT MORESBY MOU NUMBER: 347

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 4 June 2012 and subsequently varied 4 January 2016 and subsequently varied 28 June 2016.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1 and in accordance with any variations outlined below:

| Date            | 17/3/2017   |
|-----------------|---|
| Tenant          | Department of Foreign Affairs & Trade   |
| s. 22(1)(a)(ii) | 1   |
| Term            | One (1) Year ending 30 June 2018  |
| Starting Date   | 1 July 2017   |
| s. 22(1)(a)(ii) |   |
| Premises        | Apartment A6 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea |
| s. 22(1)(a)(ii) |   |
| Rent Per Annum  | AUD \$105,637.00  |
| s. 22(1)(a)(ii) |   |
|                 |   |
|                 |   |
| Ī               |   |
|                 |   |
|                 |   |
|                 | s. 22(1)(a)(ii)  Term  Starting Date s. 22(1)(a)(ii)  Premises  s. 22(1)(a)(ii)           |

#### SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A6 POST: PORT MORESBY PROPERTY NUMBER: 07-408 MOU NUMBER: 07-408-006

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU)

signed on 4 June 2012 and subsequently varied 4 January 2016, 28 June 2016 and 17 March 2017.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1

and in accordance with any variations outlined below:

| Date            |  |
|-----------------|--|
| Tenant          | Department of Foreign Affairs & Trade  |
| s. 22(1)(a)(ii) |  |
| Term            | One (1) Year ending 30 June 2019   |
| Starting Date   | 1 July 2018  |
| s. 22(1)(a)(ii) |  |
| Premises        | Apartment A6 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea        |
| s. 22(1)(a)(ii) |  |
| Rent Per Annum  | AUD \$105,637.00   |
| s. 22(1)(a)(ii) |  |
|                 |  |
|                 |  |
|                 |  |
|                 |  |
|                 |  |
|                 | s. 22(1)(a)(ii)  Term  Starting Date  s. 22(1)(a)(ii)  Premises  s. 22(1)(a)(ii)  Rent Per Annum |



#### Commonwealth of Australia Overseas Owned Estate

#### Memorandum of Understanding

#### Residential

Commonwealth of Australia
Overseas Property Office
Department of Foreign Affairs and Trade
("Owner")

Department of Defence (DCP)

("Tenant")

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s. 22(1)(a)(ii)

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|---|--|----|
| S | 22(1)(a)(ii)   |    |

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on the date in Item 1 of Schedule 1

#### BETWEEN

COMMONWEALTH OF AUSTRALIA represented by OVERSEAS PROPERTY OFFICE, DEPARTMENT OF FOREIGN AFFAIRS & TRADE R G Casey Building, John McEwen Crescent Barton in the Australian Capital Territory ("Owner")

#### AND

COMMONWEALTH OF AUSTRALIA represented by DEPARTMENT OF DEFENCE in the Australian Capital Territory ("Tenant")

#### INTRODUCTION

- A. The Owner wishes to record its agreement with the Tenant about appropriate arrangements for occupancy of Commonwealth owned residential premises.
- Both the Owner and the Tenant are aware that as both are part of the Commonwealth of Australia they cannot enter into a legally binding agreement with each other. They however intend to act as if the terms of this Memorandum so far as practicable are interpreted in accordance with the general law as if the parties were separate legal entities.
- C. The Commonwealth of Australia owns the premises described in Item 7 of Schedule 1.
- D. The Tenant has agreed to occupy the premises on the terms set out in this Memorandum of Understanding (MOU).

#### **OPERATIVE PROVISIONS**

- DESCRIPTION OF PREMISES
- 1.1 The Owner rents the premises to the Tenant s. 22(1)(a)(ii)

  for use as a residence for the term in Item 4 of Schedule 1 starting on the day in Item
  5 of Schedule 1.
- HOW TO READ THIS MOU
- 2.1 TERMS

Terms in bold type have the meaning shown opposite them.

2.2 DEFINITIONS

Unless the contrary intention appears:

s. 22(1)(a)(ii)

#### s. 22(1)(a)(ii)

(5) "Owner" includes a Person immediately entitled to the premises on expiry of this MOU and (where consistent with the context) the Owner's executors, administrators, successors, and assigns;

#### s. 22(1)(a)(ii)

- (7) "Premises" means those set out in Item 7 of Schedule 1;
- (8) "Rent" means the rent in Item 9 of Schedule 1;
- (9) "Tenant" includes (where consistent with the context) the servants, agents and invitees of the Tenant
- (10) "Term" means the term in Item 4 of Schedule 1 and includes any period during which the Tenant holds over with the Owner's consent;

#### 2.3 INTERPRETATION

- (1) In this Memorandum, unless the context otherwise requires:
  - (a) words importing the singular include the plural and vice versa;
  - (b) words importing a gender include each other gender;
  - headings are for convenience only and will be ignored in construing this memorandum;
  - (d) a reference to this Memorandum includes any schedules or annexures to it.
  - (e) a reference to a thing includes a part of that thing;
  - (f) a reference to a body:
    - (i) which ceases to exist;
  - (ii) whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

#### s. 22(1)(a)(ii)

#### 4. TENANT'S COVENANTS

4.1 The Tenant must:

(1)

(a) pay the Rent in Item 9 of Schedule 1 to the Owner s. 22(1)(a)(ii)

| EXECUTED AS AN AGREEMEN | <b>EXECU</b> | TED | AS | AN | AGR | EEN | /EN |
|-------------------------|--------------|-----|----|----|-----|-----|-----|
|-------------------------|--------------|-----|----|----|-----|-----|-----|

SIGNED for and on behalf of the

COMMONWEALTH OF AUSTRALIA

by

**OVERSEAS PROPERTY OFFICE -**

**DEPARTMENT OF FOREIGN AFFAIRS AND TRADE** 

a duly authorised delegate

s. 22(1)(a)(ii)

in the presence of

Date: 19 / 9 / 2012

Date: 19/ 9 / 2012 .

SIGNED for and on behalf of the

COMMONWEALTH OF AUSTRALIA

by

DEPARTMENT OF DEFENCE

a duly authorised delegate

s. 22(1)(a)(ii)

in the presence of

Date: 13 / SEP / 2012.

Date: 13 / 9 / 2012

### SCHEDULE 1 – PORT MORESBY APARTMENT A7 PORT ROAD TWO POST: PORT MORESBY PROPERTY NUMBER: 10407700

| MOU | NUMBER: | 348 |
|-----|---------|-----|
|-----|---------|-----|

| Item 1  | Date            |   |  |
|---------|-----------------|---|--|
| Item 2  | Tenant          | Department of Defence   |  |
| Item 3  | s. 22(1)(a)(ii) |   |  |
| Item 4  | Term            | Four (4) years and Three (3) months ending 30 June 2016               |  |
| Item 5  | Starting Date   | 1 April 2012  |  |
| Item 6  | s. 22(1)(a)(ii) |   |  |
| ltem 7  | Premises        | Port Road, Compound Two, Port Road, Port Moresby, PAPUA<br>NEW GUINEA |  |
|         | s. 22(1)(a)(ii) |   |  |
| Item 8  | -               |   |  |
| Item 9  | Rent Per Annum  | \$60,661.00   |  |
| Item 10 | s. 22(1)(a)(ii) |   |  |
| Item 11 |                 |   |  |
| Item 12 |                 |   |  |
| Item 13 |                 |   |  |
| Item 14 |                 |   |  |
| Item 15 |                 |   |  |
|         |                 |   |  |
|         |                 |   |  |
|         |                 |   |  |
|         |                 |   |  |
|         |                 |   |  |

### SCHEDULE 1 - PORT MORESBY PORT ROAD TWO APARTMENT A7

### POST: PORT MORESBY MOU NUMBER: 348

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 19 September 2012.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the attached Schedule 1 and in accordance with any variations outlined below.

| ltem 1  | Date            | 17 June 2016  |
|---------|-----------------|---|
| Item 2  | Tenant          | Department of Defence   |
| Item 3  | s. 22(1)(a)(ii) |   |
| Item 4  | Term            | 1 July 2016 to 17 December 2016   |
| Item 5  | Starting Date   | 1 July 2016   |
| Item 6  | s. 22(1)(a)(ii) |   |
| Item 7  | Premises        | Apartment A7 Port Road Two Residential Compound Port Morseby PAPUA NEW GUINEA |
| Item 8  | s. 22(1)(a)(ii) |   |
| Item 9  | Rent Per Annum  | AUD \$105,637.00  |
| Item 10 | s. 22(1)(a)(ii) |   |
| Item 11 |                 |   |
| Item 12 | 1               |   |
| Item 13 | -               |   |
| Item 14 |                 |   |
| Item 15 |                 |   |
|         |                 |   |
|         |                 |   |
|         |                 |   |
|         |                 |   |
|         |                 |   |



### Commonwealth of Australia Overseas Owned Estate

### Memorandum of Understanding

### Residential

Commonwealth of Australia
Overseas Property Office
Department of Foreign Affairs and Trade
("Owner")

Department of Foreign Affairs and Trade ("Tenant")

s. 22(1)(a)(ii)

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| s. 22(1) | (a)(ii)   |   |
|          |           |   |

SCHEDULE 1 - PORT MORESBY PORT ROAD 2 APARTMENT A7......18 s. 22(1)(a)(ii)

### THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on the date in Item 1 of Schedule 1

### BETWEEN

COMMONWEALTH OF AUSTRALIA represented by OVERSEAS PROPERTY OFFICE, DEPARTMENT OF FOREIGN AFFAIRS & TRADE 255 London Circuit, Canberra City Australian Capital Territory ("Owner")

### AND

COMMONWEATH OF AUSTRALIA represented by DEPARTMENT OF FOREIGN AFFAIRS and TRADE in the Australian Capital Territory ("Tenant")

### INTRODUCTION

- A. The Owner wishes to record its agreement with the Tenant about appropriate arrangements for occupancy of Commonwealth owned residential premises.
- Both the Owner and the Tenant are aware that as both are part of the Commonwealth of Australia they cannot enter into a legally binding agreement with each other. They however intend to act as if the terms of this Memorandum so far as practicable are interpreted in accordance with the general law as if the parties were separate legal entities.
- C. The Commonwealth of Australia owns the premises described in Item 7 of Schedule 1.
- D. The Tenant has agreed to occupy the premises on the terms set out in this Memorandum of Understanding (MOU).

### **OPERATIVE PROVISIONS**

- 1. DESCRIPTION OF PREMISES
- 1.1 The Owner rents the premises to the Tenant s. 22(1)(a)(ii)

  for use as a residence for the term in Item 4 of Schedule 1 starting on the day in Item
  5 of Schedule 1.
- 2. HOW TO READ THIS MOU
- 2.1 TERMS
  Terms in bold type have the meaning shown opposite them.
- 2.2 DEFINITIONS

  Unless the contrary intention appears:
  s. 22(1)(a)(ii)

(5) "Owner" includes a Person immediately entitled to the premises on expiry of this MOU and (where consistent with the context) the Owner's executors, administrators, successors, and assigns;

### s. 22(1)(a)(ii)

- (7) "Premises" means those set out in Item 7 of Schedule 1;
- (8) "Rent" means the rent in Item 9 of Schedule 1;
- (9) "Tenant" includes (where consistent with the context) the servants, agents and invitees of the Tenant
- (10) "Term" means the term in Item 4 of Schedule 1 and includes any period during which the Tenant holds over with the Owner's consent;

### 2.3 INTERPRETATION

- (1) In this Memorandum, unless the context otherwise requires:
  - (a) words importing the singular include the plural and vice versa;
  - (b) words importing a gender include each other gender;
  - headings are for convenience only and will be ignored in construing this memorandum;
  - (d) a reference to this Memorandum includes any schedules or annexures to it.
  - (e) a reference to a thing includes a part of that thing;
  - (f) a reference to a body:
    - (i) which ceases to exist;
  - (ii) whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

### s. 22(1)(a)(ii)

- 4. TENANT'S COVENANTS
- 4.1 The Tenant must:
  - (1)
- (a) pay the Rent in Item 9 of Schedule 1 to the Owners. 22(1)(a)(ii)

| EXECUTED AS AN AGREEMENT                      |                    |
|---|--------------------|
| SIGNED for and on behalf of the               |                    |
| COMMONWEALTH OF AUSTRALIA                     |                    |
| by  |                    |
| OVERSEAS PROPERTY OFFICE -                    |                    |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRADE       |                    |
| a duly authorised delegate<br>s. 22(1)(a)(ii) | in the presence of |
| Date: 3 / 4 / 2017.                           | Date: 3 , 4 , 17   |
|   | * * - *            |
| SIGNED for and on behalf of the               | ):                 |
| COMMONWEALTH OF AUSTRALIA                     | Y.                 |
| Ьγ  | )                  |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRADE       |                    |
| a duly authorised delegate<br>s. 22(1)(a)(ii) | in the presence of |
|   |                    |
|   |                    |
|   |                    |
|   |                    |

Date: 31 / 3 / 17

Date: 31 / 3 / 17

### SCHEDULE 1 - PORT MORESBY PORT ROAD 2 APARTMENT A7

POST: PORT MORESBY PROPERTY NUMBER: 07-408 MOU NUMBER: 07-408-017

| Andrew Market and the | Date            |   |
|-----------------------|-----------------|---|
| tem 2                 | Tenant          | Department of Foreign Affairs and Trade   |
| tem 3                 | s. 22(1)(a)(ii) |   |
| item 4                | Term            | One (1) Year and Four (4) Months ending 30 June 2018  |
| Item 5                | Starting Date   | . 21 February 2017  |
| Item 6                | s. 22(1)(a)(ii) |   |
| ltem 7                | Premises        | Apartment A7 Port Road Two Residential Compound Lot 15 Port Road Port Moresby PAPUA NEW GUINEA  |
| item 8                | s. 22(1)(a)(ii) |   |
| Item 9                | Rent Per Annum  | AUD \$108,295.73  FOREX (21 December 2016) 249,600.00 PGK / 2.3048  Effective: 21 February 2017 |
| Item 10               | s. 22(1)(a)(ii) |   |
| Item 11               |                 |   |
| Item 12               |                 |   |
| Item 13               |                 |   |
| Item 14               |                 |   |
|                       | - I             |   |

### SCHEDULE 1 - PORT MORESBY PORT ROAD TWO APARTMENT A7

POST: PORT MORESBY MOU NUMBER: 348

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 19 September 2012.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the attached Schedule 1 and in accordance with any variations outlined below.

| Item 1  | Date            | 17 June 2016  |
|---------|-----------------|---|
| Item 2  | Tenant          | Department of Defence   |
| Item 3  | s. 22(1)(a)(ii) |   |
| Item 4  | Term            | 1 July 2016 to 17 December 2016   |
| Item 5  | Starting Date   | 1 July 2016   |
| Item 6  | s. 22(1)(a)(ii) |   |
| item 7  | Premises        | Apartment A7 Port Road Two Residential Compound Port Morseby PAPUA NEW GUINEA |
| tem 8   | s. 22(1)(a)(ii) |   |
| tem 9   | Rent Per Annum  | AUD \$105,637.00  |
| tem 10  | s. 22(1)(a)(ii) |   |
| tem 11  | +               |   |
| tem 12  |                 |   |
| tem 13  | 1               |   |
| tem 14  |                 |   |
| Item 15 |                 |   |
|         | }               |   |
|         |                 |   |
|         |                 | T = Duragn material and laboury   |

### SCHEDULE 1 - PORT MORESBY PORT ROAD 2 APARTMENT A7

### POST: PORT MORESBY PROPERTY NUMBER: 07-408 MOU NUMBER: 07-408-017

| Date            |  |
|-----------------|--|
| Tenant          | Department of Foreign Affairs and Trade  |
| s. 22(1)(a)(ii) |  |
| Term            | One (1) Year and Four (4) Months ending 30 June 2018   |
| Starting Date   | . 21 February 2017   |
| s. 22(1)(a)(ii) |  |
| Premises        | Apartment A7 Port Road Two Residential Compound Lot 15 Port Road Port Moresby PAPUA NEW GUINEA       |
| s. 22(1)(a)(ii) |  |
| Rent Per Annum  | AUD \$108,295.73<br>s. 22(1)(a)(ii)  |
| s. 22(1)(a)(ii) |  |
|                 |  |
|                 |  |
| 1               |  |
|                 |  |
|                 |  |
|                 | Tenant s. 22(1)(a)(ii)  Term Starting Date s. 22(1)(a)(ii)  Premises s. 22(1)(a)(ii)  Rent Per Annum |

### SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A7 POST: PORT MORESBY PROPERTY NUMBER: 07-408

MOU NUMBER: 07-408-017

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 31 March 2017.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1 and in accordance with any variations outlined below:

| Tenant  22(1)(a)(ii)  Term  Starting Date  3. 22(1)(a)(ii) | One (1) Year ending 30 June 2019  1 July 2018   |
|--|---|
| Term<br>Starting Date                                      |   |
| Starting Date  |   |
|  | 1 July 2018   |
| s. 22(1)(a)(ii)  |   |
|  |   |
| Premises   | Apartment A7 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea |
| . 22(1)(a)(ii)   |   |
| Rent Per Annum   | AUD \$108,295.73  |
| s. 22(1)(a)(ii)  |   |
|  |   |
|  |   |
|  |   |
|  |   |
|  |   |
|  | Rent Per Annum  |



### Commonwealth of Australia Overseas Owned Estate

### Memorandum of Understanding

### Residential

Commonwealth of Australia
Overseas Property Office
Department of Foreign Affairs and Trade
("Owner")

Department of Immigation and Border
Protection
("Tenant")
Apartment B1, Port Road 2

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| 8.   | OPTION TO RENEW6                              |
| 9.   | MARKET RENT REVIEW6                           |
| 10.  | EARLY TERMINATION BY TENANT7                  |
| 11.  | TENANT'S ADDITIONAL RIGHT TO REDUCE THE TERM7 |
| 12.  | SERVICE OF NOTICES                            |
| 13.  | APPLICATION OF LAWS AND JURISDICTION7         |
| 14.  | AMENDMENTS7                                   |
| SCH  | EDULE 1 – APARTMENT B1 (PORT ROAD 2)10        |

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on the date in Item 1 of Schedule 1

### BETWEEN

COMMONWEALTH OF AUSTRALIA represented by OVERSEAS PROPERTY OFFICE, DEPARTMENT OF FOREIGN AFFAIRS & TRADE 255 London Circuit, Canberra City Australian Capital Territory ("Owner")

### AND

COMMONWEATH OF AUSTRALIA represented by DEPARTMENT OF IMMIGARTION AND BORDER PROTECTION, 6 Chan Street, Belconnen in the Australian Capital Territory ("Tenant")

### INTRODUCTION

- A. The Owner wishes to record its agreement with the Tenant about appropriate arrangements for occupancy of Commonwealth owned residential premises.
- B. Both the Owner and the Tenant are aware that as both are part of the Commonwealth of Australia they cannot enter into a legally binding agreement with each other. They however intend to act as if the terms of this Memorandum so far as practicable are interpreted in accordance with the general law as if the parties were separate legal entities.
- C. The Commonwealth of Australia owns the premises described in Item 7 of Schedule 1.
- D. The Tenant has agreed to occupy the premises on the terms set out in this Memorandum of Understanding (MOU).

### **OPERATIVE PROVISIONS**

- DESCRIPTION OF PREMISES
- 1.1 The Owner rents the premises to the Tenant S. 22(1)(a)(ii)

  for use as a residence for the term in Item 4 of Schedule 1 starting on the day in Item
  5 of Schedule 1.
- 2. HOW TO READ THIS MOU
- 2.1 TERMS

Terms in bold type have the meaning shown opposite them.

2.2 DEFINITIONS

Unless the contrary intention appears:

s. 22(1)(a)(ii)

(5) "Owner" includes a Person immediately entitled to the premises on expiry of this MOU and (where consistent with the context) the Owner's executors, administrators, successors, and assigns;

#### s. 22(1)(a)(ii)

- (7) "Premises" means those set out in Item 7 of Schedule 1;
- (8) "Rent" means the rent in Item 9 of Schedule 1;
- (9) "Tenant" includes (where consistent with the context) the servants, agents and invitees of the Tenant
- (10) "Term" means the term in Item 4 of Schedule 1 and includes any period during which the Tenant holds over with the Owner's consent;

#### 2.3 INTERPRETATION

- (1) In this Memorandum, unless the context otherwise requires:
  - (a) words importing the singular include the plural and vice versa;
  - (b) words importing a gender include each other gender;
  - headings are for convenience only and will be ignored in construing this memorandum;
  - (d) a reference to this Memorandum includes any schedules or annexures to it.
  - (e) a reference to a thing includes a part of that thing;
  - (f) a reference to a body:
    - (i) which ceases to exist;
  - (ii) whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

#### s. 22(1)(a)(ii)

#### 4. TENANT'S COVENANTS

#### 4.1 The Tenant must:

(1)

(a) pay the Rent in Item 9 of Schedule 1 to the Owner s. 22(1)(a)(ii)

| in the presence of |
|--------------------|
| Date: 15, 4, 2016  |
| V                  |
| Y.                 |
| 2.                 |
| -0-                |
|                    |
| in the presence of |
|                    |

Date: 11, 4, 2016

Date: 11, 4-1, 2016

#### SCHEDULE 1 - APARTMENT B1 (PORT ROAD 2)

POST: PORT MORESBY PROPERTY NUMBER: 10407700 MOU NUMBER: 80418

| Tenant s. 22(1)(a)(ii)  Term  Starting Date s. 22(1)(a)(ii) | Department of Immigration and Border Protection  9 April 2016 to 30 June 2017  9 April 2016 |
|---|---|
| Term Starting Date  |   |
| Starting Date   |   |
|   | 9 April 2016  |
| s. 22(1)(a)(ii)   |   |
| 45.7-2  |   |
| Premises  | Apartment B1, Port Road Two Port Moresby, PAPUA NEW GUINEA                                  |
| s. 22(1)(a)(ii)   |   |
|   | · · · · · · · · · · · · · · · · · · ·   |
| Item 9 Rent Per Annum                                       | AUD \$125,069.00  |
|   | Effective: 9 April 2016   |
| s. 22(1)(a)(ii)   |   |
|   |   |
|   |   |
|   |   |
|   |   |
|   |   |
|   |   |
|   |   |
|   |   |
|   |   |
|   | Rent Per Annum  |

#### SCHEDULE 1 – PORT MORESBY PORT ROAD TWO, APARTMENT B1 POST: PORT MORESBY MOU NUMBER: 80418

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 15 April 2016.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1

| Item 1 | Date            | 28.3.17   |  |
|--------|-----------------|---|--|
| item 2 | Tenant          | Department of Immigration and Border Protection           |  |
| Item 3 | s. 22(1)(a)(ii) |   |  |
| Item 4 | Term            | One (1) Year ending 30 June 2018                          |  |
| ltem 5 | Starting Date   | 1 July 2017   |  |
| Item 6 | s. 22(1)(a)(ii) |   |  |
| Item 7 | Premises        | Apartment B1 Port Road Two Port Moresby, Papua New Guinea |  |
| ltem 8 | s. 22(1)(a)(ii) |   |  |
| tem 9  | Rent Per Annum  | AUD \$125,069.00  |  |
| tem 10 | s. 22(1)(a)(ii) |   |  |
| tem 11 | T               |   |  |
| tem 12 | Ī               |   |  |
| tem 13 | Ī               |   |  |
| tem 14 |                 |   |  |
| tem 15 |                 |   |  |

#### SCHEDULE 1 - PORT MORESBY PORT ROAD TWO, APARTMENT B1 POST: PORT MORESBY PROPERTY NUMBER: 07-408

MOU NUMBER: 07-408-009

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 15 April 2016 and subsequently varied on 28 March 2018.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1

| Item 1  | Date            |   |
|---------|-----------------|---|
| Item 2  | Tenant          | Department of Home Affairs                                |
| Item 3  | s. 22(1)(a)(ii) |   |
| Item 4  | Term            | One (1) Year ending 30 June 2019                          |
| Item 5  | Starting Date   | 1 July 2018   |
| Item 6  | s. 22(1)(a)(ii) |   |
| Item 7  | Premises        | Apartment B1 Port Road Two Port Moresby, Papua New Guinea |
| Item 8  | s. 22(1)(a)(ii) |   |
| Item 9  | Rent Per Annum  | AUD \$125,069.00  |
| Item 10 | s. 22(1)(a)(ii) | <u> </u>  |
| Item 11 |                 |   |
| Item 12 |                 |   |
| Item 13 |                 |   |
| Item 14 |                 |   |
| Item 15 |                 |   |
|         |                 |   |
|         |                 |   |



#### Commonwealth of Australia Overseas Owned Estate

#### Memorandum of Understanding

#### Residential

Commonwealth of Australia
Overseas Property Office
Department of Foreign Affairs and Trade
("Owner")

Department of Foreign Affairs and Trade ("Tenant")

Apartment B2, Port Road 2

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| 2(1)(a | )(ii)  |

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on the date in Item 1 of Schedule 1

#### BETWEEN

COMMONWEALTH OF AUSTRALIA represented by OVERSEAS PROPERTY OFFICE, DEPARTMENT OF FOREIGN AFFAIRS & TRADE 255 London Circuit, Canberra City Australian Capital Territory ("Owner")

#### AND

COMMONWEATH OF AUSTRALIA represented by DEPARTMENT OF FOREIGN AFFAIRS AND TRADE, RG Casey Building, Barton in the Australian Capital Territory ("Tenant")

#### INTRODUCTION

- A. The Owner wishes to record its agreement with the Tenant about appropriate arrangements for occupancy of Commonwealth owned residential premises.
- B. Both the Owner and the Tenant are aware that as both are part of the Commonwealth of Australia they cannot enter into a legally binding agreement with each other. They however intend to act as if the terms of this Memorandum so far as practicable are interpreted in accordance with the general law as if the parties were separate legal entities.
- C. The Commonwealth of Australia owns the premises described in Item 7 of Schedule 1.
- D. The Tenant has agreed to occupy the premises on the terms set out in this Memorandum of Understanding (MOU).

#### **OPERATIVE PROVISIONS**

- 1. DESCRIPTION OF PREMISES
- 1.1 The Owner rents the premises to the Tenant s. 22(1)(a)(ii) s. 22(1)(a)(ii) for use as a residence for the term in Item 4 of Schedule 1 starting on the day in Item 5 of Schedule 1.
- 2. HOW TO READ THIS MOU
- 2.1 TERMS

Terms in bold type have the meaning shown opposite them.

2.2 DEFINITIONS

Unless the contrary intention appears:

s. 22(1)(a)(ii)



(5) "Owner" includes a Person immediately entitled to the premises on expiry of this MOU and (where consistent with the context) the Owner's executors, administrators, successors, and assigns;

#### s. 22(1)(a)(ii)

- (7) "Premises" means those set out in Item 7 of Schedule 1;
- (8) "Rent" means the rent in Item 9 of Schedule 1;
- (9) "Tenant" includes (where consistent with the context) the servants, agents and invitees of the Tenant
- (10) "Term" means the term in Item 4 of Schedule 1 and includes any period during which the Tenant holds over with the Owner's consent;

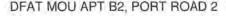
#### 2.3 INTERPRETATION

- (1) In this Memorandum, unless the context otherwise requires:
  - (a) words importing the singular include the plural and vice versa;
  - (b) words importing a gender include each other gender;
  - headings are for convenience only and will be ignored in construing this memorandum;
  - (d) a reference to this Memorandum includes any schedules or annexures to it.
  - (e) a reference to a thing includes a part of that thing;
  - (f) a reference to a body:
    - (i) which ceases to exist;
    - (ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

#### s. 22(1)(a)(ii)

- 4. TENANT'S COVENANTS
- 4.1 The Tenant must:
  - (1)
- (a) pay the Rent in Item 9 of Schedule 1 to the Owner s. 22(1)(a)(ii)
- s. 22(1)(a)(ii)

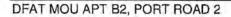


| EXECUTED AS AN AGREEMENT                      |                    |
|---|--------------------|
| SIGNED for and on behalf of the               |                    |
| COMMONWEALTH OF AUSTRALIA                     |                    |
| by  |                    |
| OVERSEAS PROPERTY OFFICE -                    |                    |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRADE       |                    |
| a duly authorised delegate<br>s. 22(1)(a)(ii) | in the presence of |
|   |                    |
| Date 29 / APPIL / 2016                        | Date 29/ 4 /2016   |
| SIGNED for and on behalf of the               | · ·                |
| COMMONWEALTH OF AUSTRALIA                     | 1                  |
| ьу  | )                  |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRADE       |                    |
| a duly authorised delegate<br>s. 22(1)(a)(ii) | in the presence of |
|   |                    |
| Date 22, 4, 16                                | Date: 29, 4, 16    |

#### SCHEDULE 1 – APARTMENT B2, PORT ROAD 2

POST: PORT MORESBY PROPERTY NUMBER: 10407700 MOU NUMBER: 69102

| Item 1  | Date            | 29 APRIL 2016  |
|---------|-----------------|--|
| Item 2  | Tenant          | Department of Foreign Affairs and Trade                  |
| Item 3  | s. 22(1)(a)(ii) |  |
| item 4  | Term            | 9 April 2016 to 30 June 2017                             |
| ltem 5  | Starting Date   | 9 April 2016   |
| Item 6  | s. 22(1)(a)(ii) |  |
| Item 7  | Premises        | Apartment B2, Port Road 2 Port Moresby, PAPUA NEW GUINEA |
| Item 8  | s. 22(1)(a)(ii) |  |
|         | -               | 4  |
| Item 9  | Rent Per Annum  | AUD \$125,069.00<br>Effective: 9 April 2016              |
| Item 10 | s. 22(1)(a)(ii) |  |
| Item 11 |                 |  |
| Item 12 |                 |  |
| Item 13 |                 |  |
| Item 14 |                 |  |
| Item 15 |                 |  |
|         |                 |  |
|         |                 |  |
|         |                 |  |
|         |                 |  |
|         |                 |  |



### SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT BZ POST: PORT MORESBY MOU NUMBER: 69102

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 29 April 2016.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule  ${f 1}$ 

and in accordance with any variations outlined below:

| Item 1  | Date                  | 17/3/2017   |  |
|---------|-----------------------|---|--|
| Item 2  | Tenant                | Department of Foreign Affairs & Trade   |  |
| ltem 3  | s. 22(1)(a)(ii)       |   |  |
| Item 4  | Term                  | One (1) Year ending 30 June 2018  |  |
| ltem 5  | Starting Date         | 1 July 2017   |  |
| Item 6  | s. 22(1)(a)(ii)       |   |  |
| ltem 7  | Premises              | Apartment B2 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea |  |
| Item 8  | -s. 22(1)(a)(ii)<br>- |   |  |
| Item 9  | Rent Per Annum        | AUD \$125,069.00  |  |
| Item 10 | s. 22(1)(a)(ii)       |   |  |
| Item 11 |                       |   |  |
| Item 12 |                       |   |  |
| Item 13 |                       |   |  |
| Item 14 |                       |   |  |
| Item 15 |                       |   |  |
|         |                       |   |  |

### SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT B2 POST: PORT MORESBY PROPERTY NUMBER: 07-408 MOU NUMBER: 07-408-010

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU)

signed on 29 April 2016 and subsequently varied on 17 March 2017.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1 and in accordance with any variations outlined below:

| Item 1  | Date            |   |
|---------|-----------------|---|
| Item 2  | Tenant          | Department of Foreign Affairs & Trade   |
| Item 3  | s. 22(1)(a)(ii) |   |
| Item 4  | Term            | One (1) Year ending 30 June 2019  |
| Item 5  | Starting Date   | 1 July 2018   |
| Item 6  | s. 22(1)(a)(ii) |   |
| ltem 7  | Premises        | Apartment B2 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea |
| ltem 8  | s. 22(1)(a)(ii) |   |
| Item 9  | Rent Per Annum  | AUD \$125,069.00  |
| Item 10 | s. 22(1)(a)(ii) |   |
| Item 11 |                 |   |
| Item 12 |                 |   |
| Item 13 |                 |   |
| Item 14 |                 |   |
| Item 15 |                 |   |



# Commonwealth of Australia Overseas Owned Estate

### Memorandum of Understanding

### Residential

Commonwealth of Australia
Overseas Property Office
Department of Foreign Affairs and Trade
("Owner")

AusAID

("Tenant")

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| S. | 22 | (1) | (a) | (ii) |
|----|----|-----|-----|------|
|    |    |     |     |      |

| SCHEDULE 1 – PORT MORESBY PORT ROAD 2 APARTMENT A8 | 38 |
|--|----|
| 22/43/6-3/63                                       |    |

s. 22(1)(a)(ii)

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on the date in Item 1 of Schedule 1

### BETWEEN

COMMONWEALTH OF AUSTRALIA represented by OVERSEAS PROPERTY OFFICE, DEPARTMENT OF FOREIGN AFFAIRS & TRADE R G Casey Building, John McEwen Crescent Barton in the Australian Capital Territory ("Owner")

### AND

COMMONWEALTH OF AUSTRALIA represented by AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT of 255 London Circuit, Canberra in the Australian Capital Territory ("Tenant")

### INTRODUCTION

- A. The Owner wishes to record its agreement with the Tenant about appropriate arrangements for occupancy of Commonwealth owned residential premises.
- Both the Owner and the Tenant are aware that as both are part of the Commonwealth of Australia they cannot enter into a legally binding agreement with each other. They however intend to act as if the terms of this Memorandum so far as practicable are interpreted in accordance with the general law as if the parties were separate legal entities.
- C. The Commonwealth of Australia owns the premises described in Item 7 of Schedule 1.
- D. The Tenant has agreed to occupy the premises on the terms set out in this Memorandum of Understanding (MOU).

### **OPERATIVE PROVISIONS**

- DESCRIPTION OF PREMISES
- 1.1 The Owner rents the premises to the Tenant<sup>S.</sup> 22(1)(a)(ii)

  for use as a residence for the term in Item 4 of Schedule 1 starting on the day in Item
  5 of Schedule 1.
- HOW TO READ THIS MOU
- 2.1 TERMS

Terms in bold type have the meaning shown opposite them.

2.2 DEFINITIONS

Unless the contrary intention appears:

s. 22(1)(a)(ii)

### For release under the FOI Act

(5) "Owner" includes a Person immediately entitled to the premises on expiry of this MOU and (where consistent with the context) the Owner's executors, administrators, successors, and assigns;

### s. 22(1)(a)(ii)

- (7) "Premises" means those set out in Item 7 of Schedule 1;
- (8) "Rent" means the rent in Item 9 of Schedule 1;
- (9) "Tenant" includes (where consistent with the context) the servants, agents and invitees of the Tenant
- (10) "Term" means the term in Item 4 of Schedule 1 and includes any period during which the Tenant holds over with the Owner's consent;

### 2.3 INTERPRETATION

- (1) In this Memorandum, unless the context otherwise requires:
  - (a) words importing the singular include the plural and vice versa;
  - (b) words importing a gender include each other gender;
  - headings are for convenience only and will be ignored in construing this memorandum;
  - (d) a reference to this Memorandum includes any schedules or annexures to it.
  - (e) a reference to a thing includes a part of that thing;
  - (f) a reference to a body:
    - (i) which ceases to exist;
  - (ii) whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

### s. 22(1)(a)(ii)

### 4. TENANT'S COVENANTS

### 4.1 The Tenant must:

(1)

(a) pay the Rent in Item 9 of Schedule 1 to the Owner S. 22(1)(a)(ii)

| and on behalf of the VEALTH OF AUSTRALIA PROPERTY OFFICE – NT OF FOREIGN AFFAIRS AF orised delegate | ND TRADE                                   |  | he presence                                      | e of   |
|---|--|--|--|--|
| PROPERTY OFFICE –<br>NT OF FOREIGN AFFAIRS AF<br>orised delegate                                    | ND TRADE                                   |  |  | e of   |
| NT OF FOREIGN AFFAIRS AF  | ND TRADE                                   |  |  | e of   |
| NT OF FOREIGN AFFAIRS AF  | ND TRADE                                   |  |  | e of   |
| orised delegate   | ND TRADE                                   |  |  | e of   |
|   |  |  |  | e of   |
| 7 , 12  |  |  |  |  |
|   |  | D  | oate: 26 /                                       | 7 ,2012  |
| and on behalf of the  |  | )  |  |  |
| VEALTH OF AUSTRALIA   |  | )  |  |  |
|   |  | )  |  |  |
| N AGENCY FOR INTERNATION  | ONAL                                       |  |  |  |
| ENT   |  |  |  |  |
| orised delegate   |  | in t   | the presence                                     | e of_ ^  |
| V   | EALTH OF AUSTRALIA  AGENCY FOR INTERNATION | VEALTH OF AUSTRALIA  N AGENCY FOR INTERNATIONAL  ENT | YEALTH OF AUSTRALIA ) N AGENCY FOR INTERNATIONAL | YEALTH OF AUSTRALIA ) N AGENCY FOR INTERNATIONAL |

Date: 13 / 07 /012

Date: 13, 07, 2012.

### For release under the FOI Act

### SCHEDULE 1 - PORT MORESBY PORT ROAD 2 APARTMENT A8

### POST: PORT MORESBY PROPERTY NUMBER: 10407701 MOU NUMBER: 349

| Item 1  | Date            | 13 JULY 2012  |  |
|---------|-----------------|---|--|
| Item 2  | Tenant          | AusAID 255 London Circuit Canberra ACT 2601 AUSTRALIA                                   |  |
| Item 3  | s. 22(1)(a)(ii) |   |  |
| Item 4  | Term            | Four (4) years ending 30 June 2016  |  |
| Item 5  | Starting Date   | 1 July 2012   |  |
| Item 6  | s. 22(1)(a)(ii) |   |  |
| Item 7  | Premises        | Apartment A8 Port Road Residential Compound Two Port Road Port Moresby PAPUA NEW GUINEA |  |
| Item 8  | s. 22(1)(a)(ii) |   |  |
| Item 9  | Rent Per Annum  | \$66,807.00   |  |
| Item 10 | s. 22(1)(a)(ii) |   |  |
| Item 11 |                 |   |  |
| Item 12 |                 |   |  |
| Item 13 |                 |   |  |
| Item 14 |                 |   |  |
| Item 15 |                 |   |  |
|         |                 |   |  |

#### SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A8 POST: PORT MORESBY MOU NUMBER: 349

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 26 July 2012 and subsequently varied 4 January 2016.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1

| Item 1  | Date            | 28/6/16  |  |
|---------|-----------------|--|--|
| Item 2  | Tenant          | Department of Foreign Affairs and Trade  |  |
| Item 3  | s. 22(1)(a)(ii) | N. 111   |  |
| Item 4  | Term            | 1 July 2016 to 30 June 2017  |  |
| Item 5  | Starting Date   | 1 July 2016  |  |
| Item 6  | s. 22(1)(a)(ii) |  |  |
| Item 7  | Premises        | Apartment A8, Port Road Two Residential Compond<br>Port Road, Port Moresby, PAPUA NEW GUINEA |  |
| Item 8  | s. 22(1)(a)(ii) |  |  |
| Item 9  | Rent Per Annum  | AUD \$105,637.00   |  |
| Item 10 | s. 22(1)(a)(ii) |  |  |
| Item 11 |                 |  |  |
| Item 12 |                 |  |  |
| Item 13 |                 |  |  |
| Item 14 | T               |  |  |
| Item 15 |                 |  |  |

#### SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A8 POST: PORT MORESBY MOU NUMBER: 349

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 26 July 2012 and subsequently varied 4 January 2016 and subsequently varied 28 June 2016. The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1 and in accordance with any variations outlined below:

| Item 1  | Date            | 17/3/2017   |
|---------|-----------------|---|
| Item 2  | Tenant          | Department of Foreign Affairs & Trade   |
| Item 3  | s. 22(1)(a)(ii) |   |
| Item 4  | Term            | One (1) Year ending 30 June 2018  |
| item 5  | Starting Date   | 1 July 2017   |
| Item 5  | s. 22(1)(a)(ii) |   |
| Item 7  | Premises        | Apartment A8 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea |
| Item 8  | s. 22(1)(a)(ii) |   |
| Item 9  | Rent Per Annum  | AUD \$105,637.00  |
| Item 10 | s. 22(1)(a)(ii) |   |
| ltem 11 |                 |   |
| Item 12 |                 |   |
| Item 13 |                 |   |
| Item 14 |                 |   |
| Item 15 | 1               |   |
|         |                 |   |
|         |                 |   |

#### SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A8 POST: PORT MORESBY PROPERTY NUMBER: 07-408 MOU NUMBER: 07-408-008

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 26 July 2012 and subsequently varied 4 January 2016 and subsequently varied 17 March 2017. The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1

and in accordance with any variations outlined below:

| Item 1  | Date            |  |
|---------|-----------------|--|
| Item 2  | Tenant          | Department of Foreign Affairs & Trade  |
| Item 3  | s. 22(1)(a)(ii) |  |
| Item 4  | Term            | One (1) Year ending 30 June 2019   |
| Item 5  | Starting Date   | 1 July 2018  |
| Item 6  | s. 22(1)(a)(ii) |  |
| item 7  | Premises        | Apartment A8, Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea |
| Item 8  | s. 22(1)(a)(ii) |  |
| Item 9  | Rent Per Annum  | AUD \$105,637.00   |
| Item 10 | s. 22(1)(a)(ii) |  |
| Item 11 |                 |  |
| Item 12 |                 |  |
| Item 13 |                 |  |
| item 14 |                 |  |
| item 15 |                 |  |



#### Commonwealth of Australia Overseas Owned Estate

#### Memorandum of Understanding

#### Residential

Overseas Property Office
Department of Foreign Affairs and Trade
("Owner")

Department of Foreign Affairs and Trade ("Tenant")

Port Moresby Port Road 2 Apartment B3

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| 4.                 | TENANT'S COVENANTS                           |
| 5.                 | OWNER'S COVENANTS                            |
| 6.                 | MONTHLY TENANCY                              |
| 7.                 | DESTRUCTION OF THE PREMISES                  |
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| <b>SCH</b> (22(1)( | EDULE 1 – PORT ROAD TWO APARTMENT B310       |

#### . 22(1)(a)(ii)

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on the date in Item 1 of Schedule 1

#### BETWEEN

COMMONWEALTH OF AUSTRALIA represented by OVERSEAS PROPERTY OFFICE, DEPARTMENT OF FOREIGN AFFAIRS & TRADE 255 London Circuit, Canberra City Australian Capital Territory ("Owner")

AND

COMMONWEATH OF AUSTRALIA represented by DEPARTMENT OF FOREIGN AFFAIRS and TRADE in the Australian Capital Territory ("Tenant")

#### INTRODUCTION

- A. The Owner wishes to record its agreement with the Tenant about appropriate arrangements for occupancy of Commonwealth owned residential premises.
- Both the Owner and the Tenant are aware that as both are part of the Commonwealth of Australia they cannot enter into a legally binding agreement with each other. They however intend to act as if the terms of this Memorandum so far as practicable are interpreted in accordance with the general law as if the parties were separate legal entities.
- C. The Commonwealth of Australia owns the premises described in Item 7 of Schedule 1.
- D. The Tenant has agreed to occupy the premises on the terms set out in this Memorandum of Understanding (MOU).

#### **OPERATIVE PROVISIONS**

- DESCRIPTION OF PREMISES
- 1.1 The Owner rents the premises to the Tenant S. 22(1)(a)(ii)

  for use as a residence for the term in Item 4 of Schedule 1 starting on the day in Item 5 of Schedule 1.
- 2. HOW TO READ THIS MOU
- 2.1 TERMS
  Terms in bold type have the meaning shown opposite them.
- 2.2 DEFINITIONS

  Unless the contrary intention appears:
  s. 22(1)(a)(ii)

DFAT PORT MORESBY PORT ROAD 2 - APT B3 MOU

- (5) "Owner" includes a Person immediately entitled to the premises on expiry of this MOU and (where consistent with the context) the Owner's executors, administrators, successors, and assigns;
- s. 22(1)(a)(ii)
- (7) "Premises" means those set out in Item 7 of Schedule 1;
- (8) "Rent" means the rent in Item 9 of Schedule 1;
- (9) "Tenant" includes (where consistent with the context) the servants, agents and invitees of the Tenant
- (10) "Term" means the term in Item 4 of Schedule 1 and includes any period during which the Tenant holds over with the Owner's consent;

#### 2.3 INTERPRETATION

- (1) In this Memorandum, unless the context otherwise requires:
  - (a) words importing the singular include the plural and vice versa;
  - (b) words importing a gender include each other gender;
  - headings are for convenience only and will be ignored in construing this memorandum;
  - (d) a reference to this Memorandum includes any schedules or annexures to it.
  - (e) a reference to a thing includes a part of that thing;
  - (f) a reference to a body:
    - (i) which ceases to exist;
  - (ii) whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

s. 22(1)(a)(ii)

- 4. TENANT'S COVENANTS
- 4.1 The Tenant must:

(1)

(a) pay the Rent in Item 9 of Schedule 1 to the Owner S. 22(1)(a)(ii)

#### . 22(1)(a)(ii)

#### . 22(1)(a)(ii)

| EXECUTED AS AN AGREEMENT                      |                    |
|---|--------------------|
| SIGNED for and on behalf of the               |                    |
| COMMONWEALTH OF AUSTRALIA                     |                    |
| by  |                    |
| OVERSEAS PROPERTY OFFICE -                    |                    |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRADE       |                    |
| a duly authorised delegate<br>s. 22(1)(a)(ii) | in the presence of |
|   |                    |
| Date: 28 / 03 / 18                            | Date: 28 / 03 / 18 |
| SIGNED for and on behalf of the               | )                  |
| COMMONWEALTH OF AUSTRALIA                     | )                  |
| by  | )                  |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRADE       |                    |
| a duly authorised delegate<br>s. 22(1)(a)(ii) | in the presence of |
| 5. ZZ(1)(d)(ll)                               |                    |
|   |                    |
|   |                    |
|   |                    |
|   |                    |
| Date: 28 / 03 / 18                            | Date: 28/03/18     |
|   |                    |
|   |                    |

#### . 22(1)(a)(ii)

#### SCHEDULE 1 - PORT ROAD TWO APARTMENT B3

POST: PORT MORESBY PROPERTY NUMBER: 07-408 MOU NUMBER: 07-408-021

| Item 1 | Date            |   |
|--------|-----------------|---|
| Item 2 | Tenant          | Department of Foreign Affairs and Trade                                       |
| Item 3 | s. 22(1)(a)(ii) |   |
| Item 4 | Term            | Six (6) months ending 30 June 2018  |
| Item 5 | Starting Date   | 1 January 2018  |
| Item 6 | s. 22(1)(a)(ii) |   |
| Item 7 | Premises        | Apartment B3 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA |
| Item 8 | s. 22(1)(a)(ii) | ·   |
| Item 9 | Rent Per Annum  | AUD \$109,976.82<br>s. 22(1)(a)(ii)   |

#### . 22(1)(a)(ii)



#### Commonwealth of Australia Overseas Owned Estate

#### Memorandum of Understanding

#### Residential

Commonwealth of Australia
Overseas Property Office
Department of Foreign Affairs and Trade
("Owner")

Department of Foreign Affairs and Trade ("Tenant")

Port Moresby Port Road 2
Apartment B3

s. 22(1)(a)(ii)

| CHEDULE 1 – PORT ROAD TWO APARTMENT B3 | 10 |
|--|----|
|  |    |

s. 22(1)(a)(ii)

#### . 22(1)(a)(ii)

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on the date in Item 1 of Schedule 1

#### **BETWEEN**

COMMONWEALTH OF AUSTRALIA represented by OVERSEAS PROPERTY OFFICE, DEPARTMENT OF FOREIGN AFFAIRS & TRADE 255 London Circuit, Canberra City Australian Capital Territory ("Owner")

#### **AND**

**COMMONWEATH OF AUSTRALIA** represented by **DEPARTMENT OF FOREIGN AFFAIRS and TRADE** in the Australian Capital Territory ("Tenant")

#### INTRODUCTION

- A. The Owner wishes to record its agreement with the Tenant about appropriate arrangements for occupancy of Commonwealth owned residential premises.
- B. Both the Owner and the Tenant are aware that as both are part of the Commonwealth of Australia they cannot enter into a legally binding agreement with each other. They however intend to act as if the terms of this Memorandum so far as practicable are interpreted in accordance with the general law as if the parties were separate legal entities.
- C. The Commonwealth of Australia owns the premises described in Item 7 of Schedule 1.
- D. The Tenant has agreed to occupy the premises on the terms set out in this Memorandum of Understanding (MOU).

#### **OPERATIVE PROVISIONS**

- 1. DESCRIPTION OF PREMISES
- 1.1 The Owner rents the premises to the Tenant S. 22(1)(a)(ii)

  for use as a residence for the term in Item 4 of Schedule 1 starting on the day in Item 5 of Schedule 1.
- 2. HOW TO READ THIS MOU
- 2.1 TERMS

Terms in bold type have the meaning shown opposite them.

2.2 **DEFINITIONS** 

Unless the contrary intention appears:

s. 22(1)(a)(ii)

- (5) "Owner" includes a Person immediately entitled to the premises on expiry of this MOU and (where consistent with the context) the Owner's executors, administrators, successors, and assigns;
- s. 22(1)(a)(ii)
- (7) "Premises" means those set out in Item 7 of Schedule 1;
- (8) "Rent" means the rent in Item 9 of Schedule 1;
- (9) **"Tenant"** includes (where consistent with the context) the servants, agents and invitees of the Tenant
- (10) "Term" means the term in Item 4 of Schedule 1 and includes any period during which the Tenant holds over with the Owner's consent;

#### 2.3 INTERPRETATION

- (1) In this Memorandum, unless the context otherwise requires:
  - (a) words importing the singular include the plural and vice versa;
  - (b) words importing a gender include each other gender;
  - (c) headings are for convenience only and will be ignored in construing this memorandum;
  - (d) a reference to this Memorandum includes any schedules or annexures to it.
  - (e) a reference to a thing includes a part of that thing;
  - (f) a reference to a body:
    - (i) which ceases to exist;
    - (ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

s. 22(1)(a)(ii)

#### 4. TENANT'S COVENANTS

- 4.1 The Tenant must:
  - (1)
- (a) pay the Rent in Item 9 of Schedule 1 to the Owner s. 22(1)(a)(ii)

#### . 22(1)(a)(ii)

| COMMONWEALTH OF AUSTRALIA                     |                    |
|---|--------------------|
| by  |                    |
| OVERSEAS PROPERTY OFFICE -                    |                    |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRADE       |                    |
| a duly authorised delegate<br>s. 22(1)(a)(ii) | In the presence of |
| Date: 16/67./18.                              | Date: 19/67/18     |
| SIGNED for and on behalf of the               | )                  |
| COMMONWEALTH OF AUSTRALIA                     | 1                  |
| by  | 1                  |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRADE       |                    |
| a duly authorised delegate<br>s. 22(1)(a)(ii) | in the presence of |
|   |                    |
| Date: 6 / 7 / 20/8                            | Date: 6 / 7 / 2018 |
|   |                    |

EXECUTED AS AN AGREEMENT

SIGNED for and on behalf of the

#### . 22(1)(a)(ii)

#### **SCHEDULE 1 – PORT ROAD TWO APARTMENT B3**

POST: PORT MORESBY
PROPERTY NUMBER: 07-408
MOU NUMBER: 07-408-021

| Item 1  | Date            |   |
|---------|-----------------|---|
| item 1  | Date            |   |
| Item 2  | Tenant          | Department of Foreign Affairs and Trade                                       |
| Item 3  | s. 22(1)(a)(ii) | 1   |
| Item 4  | Term            | One (1) Year commencing 1 July 2018   |
| Item 5  | Starting Date   | 1 July 2018   |
| Item 6  | s. 22(1)(a)(ii) | 1   |
| Item 7  | Premises        | Apartment B3 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA |
|         | s. 22(1)(a)(ii) | 1   |
| Item 8  | -               |   |
|         |                 |   |
| Item 9  | Rent Per Annum  | AUD \$109,976.82  |
| Item 10 | s. 22(1)(a)(ii) | _   |
| Item 11 |                 |   |
| Item 12 |                 | _   |
| Item 13 |                 |   |
| Item 14 |                 |   |
| Item 15 | -               | -   |
|         |                 |   |
|         |                 |   |
|         |                 |   |
|         |                 |   |
|         |                 |   |
|         |                 |   |
|         |                 |   |

#### . 22(1)(a)(ii)



#### Department of Foreign Affairs and Trade

#### Rent Setting Policy for the Commonwealth overseas owned Estate

July 2011

#### SCHEDULE 1 - PORT MORESBY PORT ROAD TWO APARTMENT B3

#### POST: PORT MORESBY MOU NUMBER: 352

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 19 September 2012.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the attached Schedule 1 and in accordance with any variations outlined below.

| Date            | 17 June 2016   |
|-----------------|--|
| Tenant          | Department of Defence  |
| s. 22(1)(a)(ii) |  |
| Term            | One (1) year ending 30 June 2017   |
| Starting Date   | 1 July 2016  |
| s. 22(1)(a)(ii) |  |
| Premises        | Apartment B3 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA            |
| s. 22(1)(a)(ii) |  |
| Rent Per Annum  | AUD \$114,440.00   |
| s. 22(1)(a)(ii) |  |
|                 |  |
|                 |  |
| †               |  |
| 1               |  |
| +               |  |
|                 |  |
|                 |  |
|                 |  |
|                 |  |
| 1               |  |
|                 |  |
|                 | Tenant  s. 22(1)(a)(ii)  Term  Starting Date  s. 22(1)(a)(ii)  Premises  s. 22(1)(a)(ii) |

### SCHEDULE 1 – PORT ROAD TWO APARTMENT B3 POST: PORT MORESBY MOU NUMBER: 352

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 19 September 2012. subsequently varied and signed 17 June 2016.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1

and in accordance with any variations outlined below:

| Date            | 9 JAN 17  |
|-----------------|---|
| Tenant          | Department of Defence   |
| s. 22(1)(a)(ii) |   |
| Term            | One (1) Year ending 30 June 2018  |
| Starting Date   | 1 July 2017   |
| s. 22(1)(a)(ii) |   |
| Premises        | Apartment B3 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA         |
| s. 22(1)(a)(ii) |   |
| Rent Per Annum  | AUD \$114,440.00  |
| s. 22(1)(a)(ii) |   |
|                 |   |
| Ī               |   |
|                 |   |
|                 |   |
|                 |   |
|                 | Tenant s. 22(1)(a)(ii)  Term  StartIng Date s. 22(1)(a)(ii)  Premises s. 22(1)(a)(ii) |

### SCHEDULE 1 - PORT ROAD TWO APARTMENT B3

POST: PORT MORESBY PROPERTY NUMBER: 07-408 MOU NUMBER: 07-408-021

| Tenant<br>s. 22(1)(a)(ii) | Department of Foreign Affairs and Trade                                       |
|---------------------------|---|
| s. 22(1)(a)(ii)           |   |
|                           |   |
| Term                      | Six (6) months ending 30 June 2018  |
| Starting Date             | 1 January 2018  |
| s. 22(1)(a)(ii)           |   |
| Premises                  | Apartment B3 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA |
| s. 22(1)(a)(ii)           |   |
| Rent Per Annum            | AUD \$109,976.82<br>s. 22(1)(a)(ii)   |
| s. 22(1)(a)(ii)           | ——————————————————————————————————————  |
|                           |   |
|                           |   |
|                           |   |
|                           |   |
|                           |   |
| -                         | s. 22(1)(a)(ii)  Premises s. 22(1)(a)(ii)  Rent Per Annum                     |

### SCHEDULE 1 - PORT ROAD TWO APARTMENT B3

POST: PORT MORESBY PROPERTY NUMBER: 07-408 MOU NUMBER: 07-408-021

| Item 1  | Date            |   |  |
|---------|-----------------|---|--|
| Item 2  | Tenant          | Department of Foreign Affairs and Trade                                       |  |
| Item 3  | s. 22(1)(a)(ii) |   |  |
| Item 4  | Term            | One (1) Year commencing 1 July 2018   |  |
| Item 5  | Starting Date   | 1 July 2018   |  |
| Item 6  | s. 22(1)(a)(ii) |   |  |
| Item 7  | Premises        | Apartment B3 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA |  |
| ltem 8  | s. 22(1)(a)(ii) |   |  |
| Item 9  | Rent Per Annum  | AUD \$109,976.82  |  |
| Item 10 | s. 22(1)(a)(ii) |   |  |
| ltem 11 |                 |   |  |
| Item 12 |                 |   |  |
| Item 13 |                 |   |  |
| Item 14 |                 |   |  |
| Item 15 |                 |   |  |
|         |                 |   |  |
|         |                 |   |  |



# Commonwealth of Australia Overseas Owned Estate

### Memorandum of Understanding

### Residential

Commonwealth of Australia
Overseas Property Office
Department of Foreign Affairs and Trade
("Owner")

Australian Agency for International Development - AusAID

("Tenant")

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| SCHEDULE 1 - PORT MORESBY APARTMENT B4 (PORT ROAD TWO) | 53 |
|--|----|
| (4)/a)/ii)   |    |

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on the date in Item 1 of Schedule 1

### BETWEEN

COMMONWEALTH OF AUSTRALIA represented by OVERSEAS PROPERTY OFFICE, DEPARTMENT OF FOREIGN AFFAIRS & TRADE R G Casey Building, John McEwen Crescent Barton in the Australian Capital Territory ("Owner")

### AND

COMMONWEALTH OF AUSTRALIA represented by AUSTRALIAN AGENCY FOR INTERNATIONAL DEVELOPMENT of 255 London Circuit, Canberra in the Australian Capital Territory ("Tenant")

### INTRODUCTION

- A. The Owner wishes to record its agreement with the Tenant about appropriate arrangements for occupancy of Commonwealth owned residential premises.
- Both the Owner and the Tenant are aware that as both are part of the Commonwealth of Australia they cannot enter into a legally binding agreement with each other. They however intend to act as if the terms of this Memorandum so far as practicable are interpreted in accordance with the general law as if the parties were separate legal entities.
- C. The Commonwealth of Australia owns the premises described in Item 7 of Schedule 1.
- D. The Tenant has agreed to occupy the premises on the terms set out in this Memorandum of Understanding (MOU).

### **OPERATIVE PROVISIONS**

- 1. DESCRIPTION OF PREMISES
- 1.1 The Owner rents the premises to the Tenant s. 22(1)(a)(ii)
  s. 22(1)(a)(ii) for use as a residence for the term in Item 4 of Schedule 1 starting on the day in Item 5 of Schedule 1.
- 2. HOW TO READ THIS MOU
- 2.1 TERMS

Terms in bold type have the meaning shown opposite them.

2.2 DEFINITIONS

Unless the contrary intention appears:

s. 22(1)(a)(ii)

- (5) "Owner" includes a Person immediately entitled to the premises on expiry of this MOU and (where consistent with the context) the Owner's executors, administrators, successors, and assigns;
- s. 22(1)(a)(ii)
  - (7) "Premises" means those set out in Item 7 of Schedule 1;
  - (8) "Rent" means the rent in Item 9 of Schedule 1;
  - (9) "Tenant" includes (where consistent with the context) the servants, agents and invitees of the Tenant
  - (10) "Term" means the term in Item 4 of Schedule 1 and includes any period during which the Tenant holds over with the Owner's consent;

### 2.3 INTERPRETATION

- (1) In this Memorandum, unless the context otherwise requires:
  - (a) words importing the singular include the plural and vice versa;
  - (b) words importing a gender include each other gender;
  - headings are for convenience only and will be ignored in construing this memorandum;
  - (d) a reference to this Memorandum includes any schedules or annexures to it.
  - (e) a reference to a thing includes a part of that thing;
  - (f) a reference to a body:
    - (i) which ceases to exist;
  - (ii) whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

### s. 22(1)(a)(ii)

### 4. TENANT'S COVENANTS

### 4.1 The Tenant must:

(1)

(a) pay the Rent in Item 9 of Schedule 1 to the Owner S. 22(1)(a)(ii)

| EXECUTED AS AN AGREEMENT                         |                       |
|--|-----------------------|
| SIGNED for and on behalf of the                  |                       |
| COMMONWEALTH OF AUSTRALIA                        |                       |
| by   |                       |
| OVERSEAS PROPERTY OFFICE -                       |                       |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRADE          |                       |
| a duly authorised delegate<br>s. 22(1)(a)(ii)    | in the presence of    |
|  |                       |
|  |                       |
|  |                       |
| Date: 4, 6, 12                                   | Date: 4, 6, 12        |
| Date////   | Date:/                |
|  |                       |
| Exercise 1 - A - A - A - A - A - A - A - A - A - |                       |
| SIGNED for and on behalf of the                  | )                     |
| COMMONWEALTH OF AUSTRALIA                        | <u>J</u>              |
| by   | )                     |
| AUSTRALIAN AGENCY FOR INTERNATIONAL              |                       |
| DEVELOPMENT                                      | and the second second |
| a duly authorised delegate<br>s. 22(1)(a)(ii)    | in the presence of    |
|  |                       |
|  |                       |
|  |                       |
|  |                       |
|  |                       |
|  |                       |
| Date: 10 / 04 / 2012                             | Date: 10 / 04 / dol 2 |

### SCHEDULE 1 - PORT MORESBY APARTMENT B4 (PORT ROAD TWO)

POST: PORT MORESBY
PROPERTY NUMBER: 10407700
MOU NUMBER: 353

| Item 1  | Date            |   |
|---------|-----------------|---|
| Item 2  | Tenant          | AusAID  |
| Item 3  | s. 22(1)(a)(ii) |   |
| Item 4  | Term            | Four (4) Years and Three (3) Months ending 30 June 2016                                     |
| Item 5  | Starting Date   | 1 April 2012  |
| Item 6  | s. 22(1)(a)(ii) |   |
| item 7  | Premises        | Apartment B4, Port Road Residential Compound Two, Port Road, Port Moresby, PAPUA NEW GUINEA |
| Item 8  | s. 22(1)(a)(ii) | ·   |
| Item 9  | Rent Per Annum  | \$60,661.00   |
| Item 10 | s. 22(1)(a)(ii) |   |
| Item 11 | Ī               |   |
| ltem 12 | I               |   |
| Item 13 |                 |   |
| Item 14 |                 |   |
| ltem 15 |                 |   |



### Commonwealth of Australia Overseas Owned Estate

### Instrument of Variation

### Residential

Commonwealth of Australia
Overseas Property Office
Department of Foreign Affairs and Trade
("Owner")

Department of Foreign Affairs & Trade FMB ("Tenant")

The following replacement Schedules form part of the existing Memorandum of Understanding by replacing the current Schedule 1 to incorporate Residences occupied by DFAT aid into the Memorandum of Understandings held by the Department of Foreign Affairs and Trade (DFAT) due to the Machinery of Government (MOG). The following Schedule 1 changes will be recognised as a non-material change with effect 15 November 2015

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s. 22(1)(a)(ii)

| SCHEDULE 1 -PORT MORESBY                      | APARTMENT | B4 | (PORT | ROAD | TWO)     |
|---|-----------|----|-------|------|----------|
| 된 이 이 없는 그리고 있는데 그래요. 이 없는데 하이지도 그 이렇지 않아 다니? |           |    | 100   |      | -0-0-0-5 |

94

s. 22(1)(a)(ii)

All other Clauses and Schedules remain unchanged

| EXECUTED AS AN AGREEMENT                      |                    |
|---|--------------------|
| SIGNED for and on behalf of the               |                    |
| COMMONWEALTH OF AUSTRALIA                     |                    |
| by  |                    |
| OVERSEAS PROPERTY OFFICE -                    |                    |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRADE       |                    |
| a duly authorised delegate<br>s. 22(1)(a)(ii) | in the presence of |
| Date: 4/ 1 / 20 (6                            | Date: 4/ 1 / 16    |
| SIGNED for and on behalf of the               | )                  |
| COMMONWEALTH OF AUSTRALIA                     | )                  |
| by  | )                  |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRADE       |                    |
| a duly authorised delegate<br>s. 22(1)(a)(ii) | in the presence of |
|   |                    |
|   |                    |

Date: 16/12/15

Date: 16 / 12 / 15 -

### SCHEDULE 1 -PORT MORESBY APARTMENT B4 (PORT ROAD TWO)

POST: PORT MORESBY MOU NUMBER: 353

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 4 June 2012.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following  $\,$  Schedule 1  $\,$ 

and in accordance with any variations outlined below:

| Item 1  | Date            | 4/1/2016   |  |
|---------|-----------------|--|--|
| Item 2  | Tenant          | Finance Management Branch Department of Foreign Affairs & Trade                    |  |
| Item 3  | s. 22(1)(a)(ii) |  |  |
| Item 4  | Term            | Four (4) Years & Three (3) Months ending 30 June 2016                              |  |
| Item 5  | Starting Date   | 1 April 2012   |  |
| Item 6  | s. 22(1)(a)(ii) |  |  |
| Item 7  | Premises        | Apartment B4, Port Road Compound Two, Port Road, Port<br>Moresby, PAPUA NEW GUINEA |  |
| Item 8  | s. 22(1)(a)(ii) |  |  |
| Item 9  | Rent Per Annum  | AUD \$125,069.00   |  |
| Item 10 | s. 22(1)(a)(ii) |  |  |
| Item 11 |                 |  |  |
| Item 12 |                 |  |  |
| Item 13 |                 |  |  |
| ltem 14 |                 |  |  |
| Item 15 |                 |  |  |
|         |                 |  |  |
|         |                 |  |  |
|         | 1               |  |  |

### DEED of SURRENDER

### DFATAID

The Lessor (Department of Foreign Affairs and Trade Overseas Property Office) and Lessee (Department of Foreign Affairs and Trade aid) agree to surrender the following Sixty One (61) MOU's up to and inclusive of 14 November 2015.

s. 22(1)(a)(ii)

347, 349, 353, s. 22(1)(a)(ii)

80418, s. 22(1)(a)(ii)

SIGNED for and on behalf of the COMMONWEALTH OF AUSTRALIA

OVERSEAS PROPERTY OFFICE –
DEPARTMENT OF FOREIGN AFFAIRS
AND TRADE
a duly authorised delegate in
the presence of:
s. 22(1)(a)(ii)

(M)

SIGNED for and on behalf of the COMMONWEALTH OF AUSTRALIA

DEPARTMENT OF FOREIGN AFFAIRS & TRADE AID

a duly authorised delegate in the presence of: \( \) s. 22(1)(a)(ii)



#### Commonwealth of Australia Overseas Owned Estate

#### Memorandum of Understanding

#### Residential

Commonwealth of Australia
Overseas Property Office
Department of Foreign Affairs and Trade
("Owner")

Australian Federal Police ("Tenant")

Port Moresby Port Road Two Apartment B4

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| <b>SCH</b><br>22(1)(a | EDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT B412 |
| <br>                  | A V.V   |

#### . 22(1)(a)(ii)

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on the date in Item 1 of Schedule 1

#### BETWEEN

COMMONWEALTH OF AUSTRALIA represented by OVERSEAS PROPERTY OFFICE, DEPARTMENT OF FOREIGN AFFAIRS & TRADE 255 London Circuit, Canberra City Australian Capital Territory ("Owner")

#### AND

COMMONWEATH OF AUSTRALIA represented by AUSTRALIAN FEDERAL POLICE in the Australian Capital Territory ("Tenant")

#### INTRODUCTION

- A. The Owner wishes to record its agreement with the Tenant about appropriate arrangements for occupancy of Commonwealth owned residential premises.
- Both the Owner and the Tenant are aware that as both are part of the Commonwealth of Australia they cannot enter into a legally binding agreement with each other. They however intend to act as if the terms of this Memorandum so far as practicable are interpreted in accordance with the general law as if the parties were separate legal entities.
- C. The Commonwealth of Australia owns the premises described in Item 7 of Schedule 1.
- The Tenant has agreed to occupy the premises on the terms set out in this Memorandum of Understanding (MOU).

#### **OPERATIVE PROVISIONS**

- DESCRIPTION OF PREMISES
- 1.1 The Owner rents the premises to the Tenant S. 22(1)(a)(ii)

  for use as a residence for the term in Item 4 of Schedule 1 starting on the day in Item 5 of Schedule 1.
- 2. HOW TO READ THIS MOU
- 2.1 TERMS
  Terms in bold type have the meaning shown opposite them.
- 2.2 DEFINITIONS
  Unless the contrary intention appears:

- (5) "Owner" includes a Person immediately entitled to the premises on expiry of this MOU and (where consistent with the context) the Owner's executors, administrators, successors, and assigns;
- s. 22(1)(a)(ii)
- (7) "Premises" means those set out in Item 7 of Schedule 1;
- (8) "Rent" means the rent in Item 9 of Schedule 1;
- (9) "Tenant" includes (where consistent with the context) the servants, agents and invitees of the Tenant
- (10) "Term" means the term in Item 4 of Schedule 1 and includes any period during which the Tenant holds over with the Owner's consent;

#### 2.3 INTERPRETATION

- (1) In this Memorandum, unless the context otherwise requires:
  - (a) words importing the singular include the plural and vice versa;
  - (b) words importing a gender include each other gender;
  - headings are for convenience only and will be ignored in construing this memorandum;
  - (d) a reference to this Memorandum includes any schedules or annexures to it.
  - (e) a reference to a thing includes a part of that thing;
  - (f) a reference to a body:
    - (i) which ceases to exist:
  - (ii) whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

s. 22(1)(a)(ii)

- 4. TENANT'S COVENANTS
- 4.1 The Tenant must:
  - (1)
- (a) pay the Rent in Item 9 of Schedule 1 to the Owner S. 22(1)(a)(ii)

#### . 22(1)(a)(ii)

| EXECUTED AS AN AGREEMENT                      |   |
|---|---|
| SIGNED for and on behalf of the               |   |
| COMMONWEALTH OF AUSTRALIA                     |   |
| by  |   |
| OVERSEAS PROPERTY OFFICE -                    |   |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRADE       |   |
| a dulv authorised delegate<br>s. 22(1)(a)(ii) | in the presence of                        |
| Date: 29, 6 ,17                               | Date: 29/ 6 / 17                          |
| SIGNED for and on behalf of the               | <u>                                  </u> |
| COMMONWEALTH OF AUSTRALIA                     | 1   |
| by  | 1   |
| AUSTRALIAN FEDERAL POLICE                     |   |
| a duly authorised delegate<br>s. 22(1)(a)(ii) | in the presence of                        |
|   | in the prospnce of                        |

Date: 27/ 6/17.

Date 27, 6, 17

#### . 22(1)(a)(ii)

#### SCHEDULE 1 - PORT MORESBY PORT ROAD TWO APARTMENT B4

POST: PORT MORESBY PROPERTY NUMBER: 07-408 MOU NUMBER: 07-408-019

| item 1  | Date            |  |   |
|---------|-----------------|--|---|
| Item 2  | Tenant          | Department of Foreign Affairs and Trade  |   |
| Item 3  | s. 22(1)(a)(ii) |  | ī |
| Item 4  | Term            | One (1) Year ending 30 June 2018   |   |
| Item 5  | Starting Date   | 1 July 2017  |   |
| Item 6  | s. 22(1)(a)(ii) |  |   |
| ltem 7  | Premises        | Apartment B4 Port Road Two Residential Compound Lot 15 Port Road Port Moresby PAPUA NEW GUINEA |   |
| Item 8  | s. 22(1)(a)(ii) |  |   |
| Item 9  | Rent Per Annum  | AUD \$114,440.00<br>Effective: 1 July 2017   |   |
| Item 10 | s. 22(1)(a)(ii) |  |   |
| Item 11 | T               |  |   |
| Item 12 | 7               |  |   |
| Item 13 | T               |  |   |
| Item 14 | 1               |  |   |
| Item 15 |                 |  |   |
|         |                 |  |   |
|         |                 |  |   |

#### . 22(1)(a)(ii)

#### SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT B4 POST: PORT MORESBY MOU NUMBER: 353

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 1 April 2012 and subsequently varied 4 January 2016.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1

| Item 1  | Date            | 28/6/16   |
|---------|-----------------|---|
| Item 2  | Tenant          | Department of Foreign Affairs and Trade   |
| Item 3  | s. 22(1)(a)(ii) |   |
| Item 4  | Term '          | 1 July 2016 to 30 June 2017   |
| Item 5  | Starting Date   | 1 July 2016   |
| Item 6  | s. 22(1)(a)(ii) |   |
| Item 7  | Premises        | Apartment B4, Port Road Two Residential Compound<br>Port Road, Port Moresby, PAPUA NEW GUINEA |
| Item 8  | s. 22(1)(a)(ii) |   |
| Item 9  | Rent Per Annum  | AUD \$114,440.00  |
| Item 10 | s. 22(1)(a)(ii) |   |
| Item 11 |                 |   |
| Item 12 |                 |   |
| Item 13 |                 |   |
| Item 14 |                 |   |
|         | 4               |   |

#### SCHEDULE 1 - PORT MORESBY PORT ROAD TWO APARTMENT B4

POST: PORT MORESBY PROPERTY NUMBER: 07-408 MOU NUMBER: 07-408-019

| Item 1  | Date            |  |
|---------|-----------------|--|
| item 2  | Tenant          | Department of Foreign Affairs and Trade  |
| Item 3  | s. 22(1)(a)(ii) |  |
| Item 4  | Term            | One (1) Year ending 30 June 2018   |
| Item 5  | Starting Date   | 1 July 2017  |
| Item 6  | s. 22(1)(a)(ii) |  |
| Item 7  | Premises        | Apartment B4 Port Road Two Residential Compound Lot 15 Port Road Port Moresby PAPUA NEW GUINEA |
| Item 8  | s. 22(1)(a)(ii) |  |
| Item 9  | Rent Per Annum  | AUD \$114,440.00<br>Effective: 1 July 2017   |
| Item 10 | s. 22(1)(a)(ii) |  |
| Item 11 | 1               |  |
| ltem 12 | Ī               |  |
| Item 13 |                 |  |
| Item 14 |                 |  |
| Item 15 |                 |  |

#### SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT A2 POST: PORT MORESBY PROPERTY NUMBER: 07-408 MOU NUMBER: 07-408-019

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 29 June 2017.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1

and in accordance with any variations outlined below:

| Item 1  | Date                                  |  |
|---------|---------------------------------------|--|
| Item 2  | Tenant                                | Australin Federal Police   |
| tem 3   | s. 22(1)(a)(ii)                       |  |
| Item 4  | Term One (1) Year ending 30 June 2019 |  |
| Item 5  | Starting Date                         | 1 July 2018  |
| Item 6  | s. 22(1)(a)(ii)                       |  |
| Item 7  | Premises                              | Apartment B4 Port Road Two Residential Compound Lot 15 Port Road, Port Moresby, Papua New Guinea |
| item 8  | s. 22(1)(a)(ii)                       |  |
| Item 9  | Rent Per Annum                        | AUD \$114,440.00   |
| Item 10 | s. 22(1)(a)(ii)                       |  |
| Item 11 |                                       |  |
| Item 12 | I                                     |  |
| ltem 13 | I                                     |  |
| ltem 14 |                                       |  |
| Item 15 | †                                     |  |



#### Commonwealth of Australia Overseas Owned Estate

#### Memorandum of Understanding

#### Residential

Commonwealth of Australia
Overseas Property Office
Department of Foreign Affairs and Trade
("Owner")

Department of Defence (DCP)

("Tenant")

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| S | . 22(1)(a | )(ii)  |

s. 22(1)(a)(ii)

| SCHEDULE 1 - PORT MORESBY APARTMENT B5 PORT ROAD TWO | 35 |
|--|----|
| s. 22(1)(a)(ii)                                      |    |

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on the date in Item 1 of Schedule 1

#### BETWEEN

COMMONWEALTH OF AUSTRALIA represented by OVERSEAS PROPERTY OFFICE, DEPARTMENT OF FOREIGN AFFAIRS & TRADE R G Casey Building, John McEwen Crescent Barton in the Australian Capital Territory ("Owner")

#### AND

COMMONWEALTH OF AUSTRALIA represented by DEPARTMENT OF DEFENCE in the Australian Capital Territory ("Tenant")

#### INTRODUCTION

- A. The Owner wishes to record its agreement with the Tenant about appropriate arrangements for occupancy of Commonwealth owned residential premises.
- Both the Owner and the Tenant are aware that as both are part of the Commonwealth of Australia they cannot enter into a legally binding agreement with each other. They however intend to act as if the terms of this Memorandum so far as practicable are interpreted in accordance with the general law as if the parties were separate legal entities.
- C. The Commonwealth of Australia owns the premises described in Item 7 of Schedule 1.
- D. The Tenant has agreed to occupy the premises on the terms set out in this Memorandum of Understanding (MOU).

#### **OPERATIVE PROVISIONS**

- DESCRIPTION OF PREMISES
- 1.1 The Owner rents the premises to the Tenant S. 22(1)(a)(ii)
  - s. 22(1)(a)(ii) for use as a residence for the term in Item 4 of Schedule 1 starting on the day in Item 5 of Schedule 1.
- 2. HOW TO READ THIS MOU
- 2.1 TERMS

Terms in bold type have the meaning shown opposite them.

2.2 DEFINITIONS

Unless the contrary intention appears:

s. 22(1)(a)(ii)



#### s. 22(1)(a)(ii)

(5) "Owner" includes a Person immediately entitled to the premises on expiry of this MOU and (where consistent with the context) the Owner's executors, administrators, successors, and assigns;

#### s. 22(1)(a)(ii)

- (7) "Premises" means those set out in Item 7 of Schedule 1;
- (8) "Rent" means the rent in Item 9 of Schedule 1;
- (9) "Tenant" includes (where consistent with the context) the servants, agents and invitees of the Tenant
- (10) "Term" means the term in Item 4 of Schedule 1 and includes any period during which the Tenant holds over with the Owner's consent;

#### 2.3 INTERPRETATION

- (1) In this Memorandum, unless the context otherwise requires:
  - (a) words importing the singular include the plural and vice versa;
  - (b) words importing a gender include each other gender;
  - headings are for convenience only and will be ignored in construing this memorandum;
  - (d) a reference to this Memorandum includes any schedules or annexures to it.
  - (e) a reference to a thing includes a part of that thing;
  - (f) a reference to a body:
    - (i) which ceases to exist;
  - (ii) whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

#### s. 22(1)(a)(ii)

#### 4. TENANT'S COVENANTS

4.1 The Tenant must:

(1)

(a) pay the Rent in Item 9 of Schedule 1 to the Owner S. 22(1)(a)(ii)

s. 22(1)(a)(ii)

| EXECUTED AS AN AGREEMENT                      |                    |
|---|--------------------|
| SIGNED for and on behalf of the               |                    |
| COMMONWEALTH OF AUSTRALIA                     |                    |
| by  |                    |
| OVERSEAS PROPERTY OFFICE -                    |                    |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRADE       |                    |
| a duly authorised delegate<br>s. 22(1)(a)(ii) | in the presence of |
| Date: 19 / 9 / 2012                           | Date: 19/ 9 / 2012 |
| SIGNED for and on behalf of the               | ).<br>1            |
| by  | 1                  |
| DEPARTMENT OF DEFENCE                         |                    |

Date: 13/52 / 2012.

a duly authorised delegate s. 22(1)(a)(ii)

Date: /3 / 9 / 2012

in the presence of

### SCHEDULE 1 - PORT MORESBY APARTMENT B5 PORT ROAD TWO

POST: PORT MORESBY PROPERTY NUMBER: 10407700 MOU NUMBER: 354

| Item 1  | Date            |   |
|---------|-----------------|---|
| Item 2  | Tenant          | Department of Defence   |
| Item 3  | s. 22(1)(a)(ii) |   |
| Item 4  | Term            | Four (4) years and Three (3) months ending 30 June 2016               |
| Item 5  | Starting Date   | 1 April 2012  |
| Item 6  | s. 22(1)(a)(ii) |   |
| Item 7  | Premises        | Port Road, Compound Two, Port Road, Port Moresby, PAPUA<br>NEW GUINEA |
|         | s. 22(1)(a)(ii) | ,   |
| Item 8  | -               |   |
| Item 9  | Rent Per Annum  | \$60,661.00   |
| Item 10 | s. 22(1)(a)(ii) | 1   |
| Item 11 |                 |   |
| Item 12 |                 |   |
| Item 13 |                 |   |
| Item 14 |                 |   |
| Item 15 |                 |   |
|         |                 |   |
|         |                 |   |
|         |                 |   |

### SCHEDULE 1 - PORT MORESBY PORT ROAD TWO APARTMENT B5

POST: PORT MORESBY MOU NUMBER: 354

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 19 September 2012.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the attached Schedule 1 and in accordance with any variations outlined below.

| Item 1  | Date            | 17 June 2016  |
|---------|-----------------|---|
| Item 2  | Tenant          | Department of Defence   |
| Item 3  | s. 22(1)(a)(ii) |   |
| Item 4  | Term            | 1 July 2016 to 31 December 2016   |
| Item 5  | Starting Date   | 1 July 2016   |
| Item 6  | s. 22(1)(a)(ii) |   |
| Item 7  | Premises        | Apartment B5 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA |
|         | s. 22(1)(a)(ii) |   |
| Item 8  |                 |   |
|         | 10117171111     |   |
| Item 9  | Rent Per Annum  | AUD \$114,440.00  |
| Item 10 | s. 22(1)(a)(ii) |   |
| Item 11 | 1               |   |
| Item 12 |                 |   |
| Item 13 |                 |   |
| ltem 14 | 1               |   |
| Item 15 | †               |   |
|         |                 |   |
|         |                 |   |
|         |                 |   |
|         |                 |   |
|         |                 |   |
|         |                 |   |
|         |                 |   |

### SCHEDULE 1 - PORT MORESBY PORT ROAD 2 APARTMENT B5

POST: PORT MORESBY PROPERTY NUMBER: 07-408 MOU NUMBER: 07-408-018

| tem 3                       | renant s. 22(1)(a)(ii) rerm starting Date s. 22(1)(a)(ii) Premises s. 22(1)(a)(ii) | One (1) Year and Four (4) Months ending 30 June 2018 21 February 2017  Apartment B5 Port Road Two Residential Compound Lot 15 Port Road Port Moresby PAPUA NEW GUINEA |
|-----------------------------|--|---|
| tem 4 Tem 5 Stem 6 Stem 7 I | Starting Date  5. 22(1)(a)(ii)  Premises   | 21 February 2017  Apartment B5 Port Road Two Residential Compound Lot 15 Port Road  |
| tem 5 S                     | starting Date<br>s. 22(1)(a)(ii)<br>Premises                                       | 21 February 2017  Apartment B5 Port Road Two Residential Compound Lot 15 Port Road  |
| item 6                      | s. 22(1)(a)(ii)<br>Premises  | Apartment B5 Port Road Two Residential Compound Lot 15 Port Road  |
| Item 7                      | Premises   | Port Road Two Residential Compound<br>Lot 15 Port Road  |
|                             |  | Port Road Two Residential Compound<br>Lot 15 Port Road  |
|                             | s. 22(1)(a)(ii)  | 44  |
| Item 8                      |  | a last factor as to the same name of the  |
|                             | -  | 1   |
| Item 9                      | Rent Per Annum   | AUD \$117,320.37<br>s. 22(1)(a)(ii)   |
| Item 10                     | s. 22(1)(a)(ii)  |   |
| Item 11                     |  |   |
| Item 12                     |  |   |
| Item 13                     |  |   |
| Item 14                     |  |   |
| Item 15                     |  |   |
|                             |  |   |

### SCHEDULE 1 - PORT MORESBY PORT ROAD TWO APARTMENT A5 POST: PORT MORESBY **PROPERTY NUMBER 07-408** MOU NUMBER: 07-408-018

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 31 March 2017.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1

| Item 1  | Date            |   |
|---------|-----------------|---|
| Item 2  | Tenant          | Department of Foreign Affairs & Trade   |
| Item 3  | s. 22(1)(a)(ii) | 1   |
| Item 4  | Term            | One (1) Year ending 30 June 2019  |
| Item 5  | Starting Date   | 1 July 2018   |
| Item 6  | s. 22(1)(a)(ii) |   |
| ltem 7  | Premises        | Apartment B5 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea |
| Item 8  | s. 22(1)(a)(ii) | -   |
| Item 9  | Rent Per Annum  | AUD \$117,320.37  |
| Item 10 | s. 22(1)(a)(ii) |   |
| Item 11 |                 |   |
| Item 12 |                 |   |
| Item 13 |                 |   |
| item 14 |                 |   |
| Item 15 |                 |   |
|         |                 |   |



## Commonwealth of Australia Overseas Owned Estate

### Instrument of Variation

### Residential

Commonwealth of Australia
Overseas Property Office
Department of Foreign Affairs and Trade
("Owner")

Department of Foreign Affairs and Trade FMB ("Tenant")

This Instrument of Variation made on the

day of

201

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the attached Schedule 1 and in accordance with any variations outlined below.

### **VARIATIONS**

The following Schedule 1's are added to the existing DFAT Residential MOU.

s. 22(1)(a)(ii)

### s. 22(1)(a)(ii)

### **VARIATIONS (Continued)**

The following Schedule 1's are added to the existing DFAT Residential MOU.

s. 22(1)(a)(ii)

Port Moresby Apartment B6 - MOU 356

s. 22(1)(a)(ii)

s. 22(1)(a)(ii)

All other Clauses and Schedules remain unchanged.

| EXECUTED AS AN AGREEMENT                      |                    |
|---|--------------------|
| SIGNED for and on behalf of the               |                    |
| COMMONWEALTH OF AUSTRALIA                     |                    |
| by  |                    |
| OVERSEAS PROPERTY OFFICE -                    |                    |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRADE       |                    |
| a duly authorised delegate<br>5. 22(1)(a)(ii) | in the presence of |
|   |                    |
|   |                    |
|   |                    |
| Date: /5/ /0 / / 2                            | Date: 15 / 10/18   |
|   |                    |
| SIGNED for and on behalf of the               | · ·                |
| COMMONWEALTH OF AUSTRALIA                     | Y                  |
| by  | Ý.                 |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRADE       | 4                  |
| a duly authorised delegate<br>. 22(1)(a)(ii)  | in the presence of |
|   |                    |
|   |                    |
|   |                    |
| Date: 12/10/2017                              | Date: 12./10/.2012 |
|   |                    |

### SCHEDULE 1 - PORT MORESBY APARTMENT B6

### POST: PORT MORESBY PROPERTY NUMBER: 10407700 MOU NUMBER: 356

| Item 1  | Date            |   |
|---------|-----------------|---|
| Item 2  | Tenant          | Finance Management Branch Department of Foreign Affairs                                     |
| Item 3  | s. 22(1)(a)(ii) |   |
| Item 4  | Term            | Four (4) Years ending 30 June 2016  |
| Item 5  | Starting Date   | 1 July 2012   |
| Item 6  | s. 22(1)(a)(ii) |   |
| Item 7  | Premises        | Apartment B6, Port Road Residential Compound Two, Port Road, Port Moresby, PAPUA NEW GUINEA |
| Item 8  | s. 22(1)(a)(ii) |   |
| Item 9  | Rent Per Annum  | AUD \$66,807.00   |
| Item 10 | s. 22(1)(a)(ii) |   |
| Item 11 |                 |   |
| ltem 12 |                 |   |
| Item 13 |                 |   |
| Item 14 |                 |   |
|         | +               |   |

### SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT B6 POST: PORT MORESBY MOU NUMBER: 356

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 1 5 October 2012.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following  $\,$  Schedule 1

and in accordance with any variations outlined below:

| Date            | 78/6/16   |
|-----------------|---|
| Tenant          | Department of Foreign Affairs and Trade   |
| s. 22(1)(a)(ii) |   |
| Term            | 1 July 2016 to 30 June 2017   |
| Starting Date   | 1 July 2016   |
| s. 22(1)(a)(ii) |   |
| Premises        | Apartment B6, Port Road Two Residential Compound<br>Port Road, Port Moresby, PAPUA NEW GUINEA         |
| s. 22(1)(a)(ii) |   |
| Rent Per Annum  | AUD \$114,440.00  |
| s. 22(1)(a)(ii) |   |
| Ţ               |   |
| T               |   |
| Ī               |   |
|                 |   |
|                 |   |
|                 | Tenant s. 22(1)(a)(ii)  Term  Starting Date s. 22(1)(a)(ii)  Premises s. 22(1)(a)(ii)  Rent Per Annum |

### SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT BG POST: PORT MORESBY MOU NUMBER: 356

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 15 October 2012 and subsequently varied 28 June 2016.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1

and in accordance with any variations outlined below:

| Tenant   | Department of Foreign Affairs & Trade   |
|--|---|
| s. 22(1)(a)(ii)  |   |
| Term   | One (1) Year ending 30 June 2018  |
| Starting Date  | 1 July 2017   |
| s. 22(1)(a)(ii)  |   |
| Premises   | Apartment B6 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea |
| 's. 22(1)(a)(ii)   |   |
| Rent Per Annum   | AUD \$114,440.00  |
| s. 22(1)(a)(ii)  |   |
|  |   |
|  |   |
|  |   |
|  |   |
|  |   |
| The same of the sa | s. 22(1)(a)(ii)  Term  Starting Date s. 22(1)(a)(ii)  Premises  s. 22(1)(a)(ii)           |

### SCHEDULE 1 - PORT MORESBY PORT ROAD TWO APARTMENT B6 POST: PORT MORESBY **PROPERTY NUMBER: 07-408** MOU NUMBER: 07-408-014

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 15 October 2012 and subsequently varied 28 June 2016 and 17 March 2017.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1

| Item 1  | Date            |   |     |
|---------|-----------------|---|-----|
| Item 2  | Tenant          | Department of Foreign Affairs & Trade   |     |
| Item 3  | s. 22(1)(a)(ii) |   |     |
| Item 4  | Term            | One (1) Year ending 30 June 2019  |     |
| ltem 5  | Starting Date   | 1 July 2018   |     |
| Item 6  | s. 22(1)(a)(ii) |   |     |
| Item 7  | Premises        | Apartment B6 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea |     |
| ltem 8  | s. 22(1)(a)(ii) |   |     |
| Item 9  | Rent Per Annum  | AUD \$114,440.00  |     |
| Item 10 | s. 22(1)(a)(ii) |   |     |
| ltem 11 |                 |   | ĸ   |
| Item 12 | 1               |   |     |
| Item 13 |                 |   | II. |
| Item 14 | 3               |   |     |
| Item 15 |                 |   |     |
|         |                 |   |     |



# Commonwealth of Australia Overseas Owned Estate

### Memorandum of Understanding

### Residential

Commonwealth of Australia
Overseas Property Office
Department of Foreign Affairs and Trade
("Owner")

Department of Foreign Affairs and Trade FMB ("Tenant")

**Apartment B7 Port Road 2 Port Moresby** 

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| s. 2 | <b>SCHE</b> 2(1)(a) | DULE 1 – PORT MORESBY APT B7 PORT ROAD TWO   | 9  |
| _    | × / × /             | v /  |    |

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on the date in Item 1 of Schedule 1

### **BETWEEN**

COMMONWEALTH OF AUSTRALIA represented by OVERSEAS PROPERTY OFFICE, DEPARTMENT OF FOREIGN AFFAIRS & TRADE 255 London Circuit Canberra in the Australian Capital Territory ("Owner")

### **AND**

**COMMONWEALTH OF AUSTRALIA** represented by **DEPARTMENT OF FOREIGN AFFAIRS & TRADE**RG Casey Building, John McEwen Crescent Barton in the Australian Capital Territory ("Tenant")

### INTRODUCTION

- A. The Owner wishes to record its agreement with the Tenant about appropriate arrangements for occupancy of Commonwealth owned residential premises.
- B. Both the Owner and the Tenant are aware that as both are part of the Commonwealth of Australia they cannot enter into a legally binding agreement with each other. They however intend to act as if the terms of this Memorandum so far as practicable are interpreted in accordance with the general law as if the parties were separate legal entities.
- C. The Commonwealth of Australia owns the premises described in Item 7 of Schedule 1.
- D. The Tenant has agreed to occupy the premises on the terms set out in this Memorandum of Understanding (MOU).

### **OPERATIVE PROVISIONS**

### 1. DESCRIPTION OF PREMISES

1.1 The Owner rents the premises to the Tenant <sup>S.</sup> 22(1)(a)(ii)

for use as a residence for the term in Item 4 of Schedule 1 starting on the day in Item
5 of Schedule 1.

### 2. HOW TO READ THIS MOU

### 2.1 TERMS

Terms in bold type have the meaning shown opposite them.

### 2.2 **DEFINITIONS**

Unless the contrary intention appears:

s. 22(1)(a)(ii)

(5) "Owner" includes a Person immediately entitled to the premises on expiry of this MOU and (where consistent with the context) the Owner's executors, administrators, successors, and assigns;

### s. 22(1)(a)(ii)

- (7) "Premises" means those set out in Item 7 of Schedule 1;
- (8) "Rent" means the rent in Item 9 of Schedule 1;
- (9) **"Tenant"** includes (where consistent with the context) the servants, agents and invitees of the Tenant
- (10) "Term" means the term in Item 4 of Schedule 1 and includes any period during which the Tenant holds over with the Owner's consent;

### 2.3 INTERPRETATION

- (1) In this Memorandum, unless the context otherwise requires:
  - (a) words importing the singular include the plural and vice versa;
  - (b) words importing a gender include each other gender;
  - (c) headings are for convenience only and will be ignored in construing this memorandum;
  - (d) a reference to this Memorandum includes any schedules or annexures to it.
  - (e) a reference to a thing includes a part of that thing;
  - (f) a reference to a body:
    - (i) which ceases to exist;
    - (ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

### s. 22(1)(a)(ii)

### 4. TENANT'S COVENANTS

### **4.1** The Tenant must:

(1)

(a) pay the Rent in Item 9 of Schedule 1 to the Owner<sup>S. 22(1)(a)(ii)</sup>

| EXECUTED AS AN AGREEMENT                      |                    |
|---|--------------------|
| SIGNED for and on behalf of the               |                    |
| COMMONWEALTH OF AUSTRALIA                     |                    |
| by  |                    |
| OVERSEAS PROPERTY OFFICE –                    |                    |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRADE       |                    |
| a duly authorised delegate<br>s. 22(1)(a)(ii) | in the presence of |
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|   |                    |
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|   |                    |
|   |                    |
| •   |                    |
| Date: 19 / DEC / 2014                         | Date: 19 / 12 / 14 |
|   |                    |
|   |                    |
|   |                    |
|   |                    |
| SIGNED for and on behalf of the               | )                  |
| COMMONWEALTH OF AUSTRALIA                     | )                  |
| by  | )                  |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRADE       |                    |
| a duly authorised delegate . 22(1)(a)(ii)     | in the presence of |
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|   |                    |
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|   |                    |
| Date: 18 / 12 / 14                            | Date: 18 / 12 / 14 |
| Date::!::///!                                 | Date:'Y/!**/       |

#### SCHEDULE 1 – PORT MORESBY APT B7 PORT ROAD TWO

POST: PORT MORESBY
PROPERTY NUMBER: 10407700
MOU NUMBER: 357

| lhom 1        | Data            | 10. 1  |
|---------------|-----------------|--|
| Item 1        | Date            | 19 DEC 2014  |
| Item 2 Tenant |                 | Department of Foreign Affairs & Trade Finance Management Branch          |
|               |                 | John McEwen Crescent   |
|               |                 | Barton ACT 0221  |
|               |                 | AUSTRALIA  |
| Item 3        | s. 22(1)(a)(ii) |  |
| Item 4        | Term            | One (1) year, Five (5) months and Thirteen (13) days ending 30 June 2016 |
| Item 5        | Starting Date   | 19 January 2015  |
| Item 6        | s. 22(1)(a)(ii) |  |
| Item 7        | Premises        | Apartment B7 Port Road Two Residential Compound                          |
| item /        | Freinises       | PAPUA NEW GUINEA   |
|               | s. 22(1)(a)(ii) |  |
|               |                 |  |
| Item 8        |                 |  |
|               |                 |  |
| Item 9        | Rent Per Annum  | \$115,540.00   |
| Item 10       | s. 22(1)(a)(ii) |  |
| Item 11       |                 |  |
| Item 12       |                 |  |
| Item 13       |                 |  |
| item 14       |                 |  |
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## SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT B7 POST: PORT MORESBY MOU NUMBER: 357

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 19 December 2014.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following  $\,$  Schedule 1  $\,$ 

|                               | Date                                    | 1 - ////  |
|-------------------------------|---|---|
| Item 1                        | Date                                    | 78/6/16   |
| Item 2                        | Tenant                                  | Department of Foreign Affairs and Trade   |
| Item 3                        | s. 22(1)(a)(ii)                         |   |
| Item 4                        | Term                                    | 1 July 2016 to 30 June 2017   |
| Item 5                        | Starting Date                           | 1 July 2016   |
| Item 6                        | s. 22(1)(a)(ii)                         |   |
| Item 7                        | Premises                                | Apartment B7, Port Road Two Residential Compound<br>Port Road, Port Moresby, PAPUA NEW GUINEA |
| Item 8                        | s. 22(1)(a)(ii)                         |   |
|                               |   |   |
| Item 9                        | Rent Per Annum                          | AUD \$114,440.00  |
| Item 9<br>Item 10             | Rent Per Annum<br>s. 22(1)(a)(ii)       | AUD \$114,440.00  |
|                               | 100000000000000000000000000000000000000 | AUD \$114,440.00  |
| Item 10                       | 100000000000000000000000000000000000000 | AUD \$114,440.00  |
| Item 10                       | 100000000000000000000000000000000000000 | AUD \$114,440.00  |
| Item 10<br>Item 11<br>Item 12 | 100000000000000000000000000000000000000 | AUD \$114,440.00  |

## SCHEDULE 1 – PORT MORESBY PORT ROAD TWO APARTMENT B7 POST: PORT MORESBY MOU NUMBER: 357

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 19 December 2014 and subsequently varied 28 June 2016.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1

and in accordance with any variations outlined below:

| tem 1   | Date            | 17/3/2017   |
|---------|-----------------|---|
| tem 2   | Tenant          | Department of Foreign Affairs & Trade   |
| tem 3   | s. 22(1)(a)(ii) |   |
| Item 4  | Term            | One (1) Year ending 30 June 2018  |
| Item 5  | Starting Date   | 1 July 2017   |
| Item 6  | s. 22(1)(a)(ii) |   |
| Item 7  | Premises        | Apartment B7 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea |
| Item 8  | s. 22(1)(a)(ii) |   |
| Item 9  | Rent Per Annum  | AUD \$114,440.00  |
| ltem 10 | s. 22(1)(a)(ii) |   |
| Item 11 | Ī               |   |
| ltem 12 |                 |   |
| Item 13 |                 |   |
| ltem 14 |                 |   |
| Item 15 |                 |   |

#### SCHEDULE 1 - PORT MORESBY PORT ROAD TWO APARTMENT B7 POST: PORT MORESBY **PROPERTY NUMBER: 07-408** MOU NUMBER: 07-408-015

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 19 December 2014 and subsequently varied 28 June 2016 and 17 March 2017.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following Schedule 1

| Item 1  | Date            |   |
|---------|-----------------|---|
| Item 2  | Tenant          | Department of Foreign Affairs & Trade   |
| Item 3  | s. 22(1)(a)(ii) |   |
| Item 4  | Term            | One (1) Year ending 30 June 2019  |
| Item 5  | Starting Date   | 1 July 2018   |
| Item 6  | s. 22(1)(a)(ii) |   |
| Item 7  | Premises        | Apartment B7 Port Road Two Residential Compound Port Road, Port Moresby, Papua New Guinea |
| Item 8  | s. 22(1)(a)(ii) |   |
| Item 9  | Rent Per Annum  | AUD \$114,440.00  |
| Item 10 | s. 22(1)(a)(ii) |   |
| item 11 |                 |   |
| Item 12 |                 |   |
| Item 13 |                 |   |
| Item 14 |                 |   |
| Item 15 |                 |   |
|         |                 |   |



# Commonwealth of Australia Overseas Owned Estate

## Memorandum of Understanding

### Residential

Commonwealth of Australia
Overseas Property Office
Department of Foreign Affairs and Trade
("Owner")

Department of Defence DCP ("Tenant")

**Apartment B8 Port Road 2 Port Moresby** 

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THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on the date in Item 1 of Schedule 1

#### **BETWEEN**

COMMONWEALTH OF AUSTRALIA represented by OVERSEAS PROPERTY OFFICE, DEPARTMENT OF FOREIGN AFFAIRS & TRADE 255 London Circuit Canberra in the Australian Capital Territory ("Owner")

#### AND

**COMMONWEALTH OF AUSTRALIA** represented by **DEPARTMENT OF DEFENCE** Russell Offices R1-G-C003 Russell in the Australian Capital Territory ("Tenant")

#### **INTRODUCTION**

- A. The Owner wishes to record its agreement with the Tenant about appropriate arrangements for occupancy of Commonwealth owned residential premises.
- B. Both the Owner and the Tenant are aware that as both are part of the Commonwealth of Australia they cannot enter into a legally binding agreement with each other. They however intend to act as if the terms of this Memorandum so far as practicable are interpreted in accordance with the general law as if the parties were separate legal entities.
- C. The Commonwealth of Australia owns the premises described in Item 7 of Schedule 1.
- D. The Tenant has agreed to occupy the premises on the terms set out in this Memorandum of Understanding (MOU).

#### **OPERATIVE PROVISIONS**

#### 1. DESCRIPTION OF PREMISES

1.1 The Owner rents the premises to the Tenant together with the fixtures and fittings set out in Item 3 of Schedule 1 for use as a residence for the term in Item 4 of Schedule 1 starting on the day in Item 5 of Schedule 1.

#### 2. HOW TO READ THIS MOU

#### 2.1 TERMS

Terms in bold type have the meaning shown opposite them.

#### 2.2 **DEFINITIONS**

Unless the contrary intention appears:

s. 22(1)(a)(ii)

- (5) "Owner" includes a Person immediately entitled to the premises on expiry of this MOU and (where consistent with the context) the Owner's executors, administrators, successors, and assigns;
- s. 22(1)(a)(ii)
- (7) "Premises" means those set out in Item 7 of Schedule 1;
- (8) "Rent" means the rent in Item 9 of Schedule 1;
- (9) **"Tenant"** includes (where consistent with the context) the servants, agents and invitees of the Tenant
- (10) "Term" means the term in Item 4 of Schedule 1 and includes any period during which the Tenant holds over with the Owner's consent;

#### 2.3 INTERPRETATION

- (1) In this Memorandum, unless the context otherwise requires:
  - (a) words importing the singular include the plural and vice versa;
  - (b) words importing a gender include each other gender;
  - (c) headings are for convenience only and will be ignored in construing this memorandum;
  - (d) a reference to this Memorandum includes any schedules or annexures to it.
  - (e) a reference to a thing includes a part of that thing;
  - (f) a reference to a body:
    - (i) which ceases to exist;
    - (ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

s. 22(1)(a)(ii)

#### 4. TENANT'S COVENANTS

**4.1** The Tenant must:

(1)

(a) pay the Rent in Item 9 of Schedule 1 to the Owner s. 22(1)(a)(ii)

### . 22(1)(a)(ii)

| EXECUTED AS AN AGREEMENT                      |                        |
|---|------------------------|
| SIGNED for and on behalf of the               |                        |
| COMMONWEALTH OF AUSTRALIA                     |                        |
| by  |                        |
| OVERSEAS PROPERTY OFFICE -                    |                        |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRADE       |                        |
| a duly authorised delegate<br>s. 22(1)(a)(ii) | in the presence of     |
| Date: 1. Jan. 1. 2015.                        | Date:1 <i>Z</i> /!/!\$ |
| SIGNED for and on behalf of the               | )                      |
| COMMONWEALTH OF AUSTRALIA                     | )                      |
| by  | )                      |
| DEPARTMENT OF DEFENCE - DCP                   |                        |
| a duly authorised delegate<br>s. 22(1)(a)(ii) | in the presence of     |
|   |                        |
| Date: 12/249                                  | Date: 12 / 12 / 14     |

### . 22(1)(a)(ii)

#### SCHEDULE 1 – PORT MORESBY APT B8 PORT ROAD TWO

POST: PORT MORESBY
PROPERTY NUMBER: 10407700
MOU NUMBER: 358

| Item 1  | Date            | 12 January 2015.   |  |
|---------|-----------------|--|--|
| Item 2  | Tenant          | Department of Defence Directate of Attaché and Overseas Management Russell Offices PO Box 7901 Canberra ACT 2610 |  |
| Item 3  | s. 22(1)(a)(ii) | ii)  |  |
| Item 4  | Term            | One (1) year, Five (5) months and Thirteen (13) days ending 30 June 2016   |  |
| Item 5  | Starting Date   | 19 January 2015  |  |
| Item 6  | s. 22(1)(a)(ii) |  |  |
| Item 7  | Premises        | Apartment B8 Port Road Two Residential Compound PAPUA NEW GUINEA   |  |
| Item 8  | s. 22(1)(a)(ii) | · · · · · · · · · · · · · · · · · · ·  |  |
| Item 9  | Rent Per Annum  | \$127,451.00   |  |
| Item 10 | s. 22(1)(a)(ii) |  |  |
| Item 11 |                 |  |  |
| Item 12 |                 |  |  |
| Item 13 |                 |  |  |
| Item 14 |                 |  |  |
| Item 15 |                 |  |  |

### . 22(1)(a)(ii)



### Commonwealth of Australia Overseas Owned Estate

## Memorandum of Understanding

### Residential

Commonwealth of Australia
Overseas Property Office
Department of Foreign Affairs and Trade
("Owner")

Department of Foreign Affairs and Trade ("Tenant")

Port Moresby Port Road 2 Apartment B8

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#### . 22(1)(a)(ii)

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on the date in Item 1 of Schedule 1

#### BETWEEN

COMMONWEALTH OF AUSTRALIA represented by OVERSEAS PROPERTY OFFICE, DEPARTMENT OF FOREIGN AFFAIRS & TRADE 255 London Circuit, Canberra City Australian Capital Territory ("Owner")

#### AND

COMMONWEATH OF AUSTRALIA represented by DEPARTMENT OF FOREIGN AFFAIRS and TRADE in the Australian Capital Territory ("Tenant")

#### INTRODUCTION

- A. The Owner wishes to record its agreement with the Tenant about appropriate arrangements for occupancy of Commonwealth owned residential premises.
- Both the Owner and the Tenant are aware that as both are part of the Commonwealth of Australia they cannot enter into a legally binding agreement with each other. They however intend to act as if the terms of this Memorandum so far as practicable are interpreted in accordance with the general law as if the parties were separate legal entities.
- C. The Commonwealth of Australia owns the premises described in Item 7 of Schedule 1.
- D. The Tenant has agreed to occupy the premises on the terms set out in this Memorandum of Understanding (MOU).

#### OPERATIVE PROVISIONS

- DESCRIPTION OF PREMISES
- 1.1 The Owner rents the premises to the Tenant S. 22(1)(a)(ii)

  for use as a residence for the term in Item 4 of Schedule 1 starting on the day in Item
  5 of Schedule 1.
- HOW TO READ THIS MOU
- 2.1 TERMS
  Terms in bold type have the meaning shown opposite them.
- 2.2 DEFINITIONS
  Unless the contrary intention appears:
  s. 22(1)(a)(ii)

- (5) "Owner" includes a Person immediately entitled to the premises on expiry of this MOU and (where consistent with the context) the Owner's executors, administrators, successors, and assigns;
- s. 22(1)(a)(ii)
- (7) "Premises" means those set out in Item 7 of Schedule 1;
- (8) "Rent" means the rent in Item 9 of Schedule 1:
- (9) "Tenant" includes (where consistent with the context) the servants, agents and invitees of the Tenant
- (10) "Term" means the term in Item 4 of Schedule 1 and includes any period during which the Tenant holds over with the Owner's consent;

#### 2.3 INTERPRETATION

- (1) In this Memorandum, unless the context otherwise requires:
  - (a) words importing the singular include the plural and vice versa;
  - (b) words importing a gender include each other gender;
  - headings are for convenience only and will be ignored in construing this memorandum;
  - (d) a reference to this Memorandum includes any schedules or annexures to it.
  - (e) a reference to a thing includes a part of that thing;
  - (f) a reference to a body:
    - (i) which ceases to exist;
  - (ii) whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions.
- s. 22(1)(a)(ii)
  - 4. TENANT'S COVENANTS
  - 4.1 The Tenant must:
    - (1)
- (a) pay the Rent in Item 9 of Schedule 1 to the Owner s. 22(1)(a)(ii)

**EXECUTED AS AN AGREEMENT** 

| SIGNED for and on behalf of the               |                           |
|---|---------------------------|
| COMMONWEALTH OF AUSTRALIA                     |                           |
| by  |                           |
| OVERSEAS PROPERTY OFFICE -                    |                           |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRADE       |                           |
| a duly authorised delegate<br>s. 22(1)(a)(ii) | in the presence of        |
|   |                           |
|   |                           |
|   |                           |
|   |                           |
| Date: 28 / 63 / 18                            | Date: 28/03 / 2018        |
| <i>-</i>                                      |                           |
|   |                           |
|   |                           |
| SIGNED for and on behalf of the               | )                         |
| COMMONWEALTH OF AUSTRALIA                     | )                         |
| by  | )                         |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRADE       |                           |
| a duly authorised delegate<br>s. 22(1)(a)(ii) | in the presence of        |
|   |                           |
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|   |                           |
|   |                           |
|   | to still the state of the |
| Date: 281031.2018                             | Date: 28 / 03 / 20/8      |

#### . 22(1)(a)(ii)

#### SCHEDULE 1 - PORT ROAD TWO APARTMENT B8

POST: PORT MORESBY PROPERTY NUMBER: 07-408 MOU NUMBER: 07-408-020

| Date            |  |
|-----------------|--|
| Tenant          | Department of Foreign Affairs and Trade  |
| s. 22(1)(a)(ii) |  |
| Term            | Six (6) months ending 30 June 2018   |
| Starting Date   | 1 January 2018   |
| s. 22(1)(a)(ii) |  |
| Premises        | Apartment B8 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA                            |
| s. 22(1)(a)(ii) |  |
| Rent Per Annum  | AUD \$109,976.82<br>FOREX (1 November 2017) PGK 270,400 / 2.4587<br>Effective: 1 January 2018            |
| s. 22(1)(a)(ii) |  |
|                 |  |
|                 |  |
|                 |  |
|                 |  |
|                 |  |
|                 |  |
|                 | Tenant  s. 22(1)(a)(ii)  Term  Starting Date  s. 22(1)(a)(ii)  Premises  s. 22(1)(a)(ii)  Rent Per Annum |

#### . 22(1)(a)(ii)



#### Commonwealth of Australia Overseas Owned Estate

#### Memorandum of Understanding

#### Residential

Commonwealth of Australia
Overseas Property Office
Department of Foreign Affairs and Trade
("Owner")

Department of Foreign Affairs and Trade ("Tenant")

Port Moresby Port Road 2
Apartment B8

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|   | 11.             | TENANT'S ADDITIONAL RIGHT TO REDUCE THE TERM | 7 |  |  |
|   | 12.             | SERVICE OF NOTICES                           | 7 |  |  |
|   | 13.             | APPLICATION OF LAWS AND JURISDICTION         | 7 |  |  |
|   | 14.             | AMENDMENTS                                   | 7 |  |  |
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| S.  | s. 22(1)(a)(ii) |  |   |  |  |

#### s. 22(1)(a)(ii)

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made on the date in Item 1 of Schedule 1

#### **BETWEEN**

COMMONWEALTH OF AUSTRALIA represented by OVERSEAS PROPERTY OFFICE, DEPARTMENT OF FOREIGN AFFAIRS & TRADE 255 London Circuit, Canberra City Australian Capital Territory ("Owner")

#### **AND**

**COMMONWEATH OF AUSTRALIA** represented by **DEPARTMENT OF FOREIGN AFFAIRS and TRADE** in the Australian Capital Territory ("Tenant")

#### INTRODUCTION

- A. The Owner wishes to record its agreement with the Tenant about appropriate arrangements for occupancy of Commonwealth owned residential premises.
- B. Both the Owner and the Tenant are aware that as both are part of the Commonwealth of Australia they cannot enter into a legally binding agreement with each other. They however intend to act as if the terms of this Memorandum so far as practicable are interpreted in accordance with the general law as if the parties were separate legal entities.
- C. The Commonwealth of Australia owns the premises described in Item 7 of Schedule 1.
- D. The Tenant has agreed to occupy the premises on the terms set out in this Memorandum of Understanding (MOU).

#### **OPERATIVE PROVISIONS**

- 1. DESCRIPTION OF PREMISES
- 1.1 The Owner rents the premises to the Tenant <sup>S.</sup> 22(1)(a)(ii) for use as a residence for the term in Item 4 of Schedule 1 starting on the day in Item 5 of Schedule 1.
- 2. HOW TO READ THIS MOU
- 2.1 TERMS

Terms in bold type have the meaning shown opposite them.

2.2 **DEFINITIONS** 

Unless the contrary intention appears:

s. 22(1)(a)(ii)

- (5) "Owner" includes a Person immediately entitled to the premises on expiry of this MOU and (where consistent with the context) the Owner's executors, administrators, successors, and assigns;
- s. 22(1)(a)(ii)
  - (7) "Premises" means those set out in Item 7 of Schedule 1;
  - (8) "Rent" means the rent in Item 9 of Schedule 1;
- (9) "Tenant" includes (where consistent with the context) the servants, agents and invitees of the Tenant
- (10) "Term" means the term in Item 4 of Schedule 1 and includes any period during which the Tenant holds over with the Owner's consent;

#### 2.3 INTERPRETATION

- (1) In this Memorandum, unless the context otherwise requires:
  - (a) words importing the singular include the plural and vice versa;
  - (b) words importing a gender include each other gender;
  - (c) headings are for convenience only and will be ignored in construing this memorandum;
  - (d) a reference to this Memorandum includes any schedules or annexures to it.
  - (e) a reference to a thing includes a part of that thing;
  - (f) a reference to a body:
    - (i) which ceases to exist;
    - (ii) whose powers or functions are transferred to another body,

is a reference to the body which replaces it or which substantially succeeds to its powers or functions.

s. 22(1)(a)(ii)

#### 4. TENANT'S COVENANTS

- 4.1 The Tenant must:
  - (1)
- (a) pay the Rent in Item 9 of Schedule 1 to the Owner s. 22(1)(a)(ii)

#### s. 22(1)(a)(ii)

| COMMONWEALTH OF AUSTRALIA   |  |
|---|--|
| by  |  |
| OVERSEAS PROPERTY OFFICE -  |  |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRADE   |  |
| a duly authorised delegate<br>s. 22(1)(a)(ii)                                   | in the presence of   |
| Date: 10/07./18   | Date: 19/67/18   |
| SIGNED for and on behalf of the   | )  |
| COMMONWEALTH OF AUSTRALIA   | 1  |
| by  | 1  |
| DEPARTMENT OF FOREIGN AFFAIRS AND TRADE a duly authorised delegate 22(1)(a)(ii) | in the presence of $ otin  ot$ |
| Date: 6 / 7 / 20/8  | Date: 6 1 7 2018   |
| Date: 5 / 7 / 20/8  | Date: 6/   |

**EXECUTED AS AN AGREEMENT** 

SIGNED for and on behalf of the

#### **SCHEDULE 1 – PORT ROAD TWO APARTMENT B8**

POST: PORT MORESBY
PROPERTY NUMBER: 07-408
MOU NUMBER: 07-408-021

| Item 1  | Date            |  |
|---------|-----------------|--|
|         |                 |  |
| Item 2  | Tenant          | Department of Foreign Affairs and Trade  |
| Item 3  | s. 22(1)(a)(ii) | 1  |
| Item 4  | Term            | One (1) year ending 1 July 2019  |
| Item 5  | Starting Date   | 1 July 2018  |
| Item 6  | s. 22(1)(a)(ii) |  |
| Item 7  | Premises        | Apartment B8 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA  |
|         | s. 22(1)(a)(ii) | I and the second |
| Item 8  |                 |  |
|         |                 | 1  |
| Item 9  | Rent Per Annum  | AUD \$109,976.82   |
| Item 10 | s. 22(1)(a)(ii) |  |
| Item 11 | 1               |  |
| Item 12 | 1               |  |
| Item 13 | 1               |  |
| Item 14 |                 |  |
| Item 15 | †               |  |
|         |                 |  |
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|         |                 |  |
|         |                 |  |
|         |                 |  |

#### s. 22(1)(a)(ii)

#### SCHEDULE 1 - PORT MORESBY PORT ROAD TWO APARTMENT B8

#### POST: PORT MORESBY MOU NUMBER: 358

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 12 January 2015.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the attached Schedule 1 and in accordance with any variations outlined below.

| Item 1  | Date            | 17June 2016   |
|---------|-----------------|---|
| Item 2  | Tenant          | Department of Defence   |
| Item 3  | s. 22(1)(a)(ii) |   |
| Item 4  | Term            | One (1) year ending 30 June 2017  |
| Item 5  | Starting Date   | 1 July 2016   |
| Item 6  | s. 22(1)(a)(ii) |   |
| Item 7  | Premises        | Apartment B8 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA |
| Item 8  | s. 22(1)(a)(ii) |   |
| Item 9  | Rent Per Annum  | AUD \$114,440.00  |
| Item 10 | s. 22(1)(a)(ii) |   |
| Item 11 |                 |   |
| Item 12 |                 |   |
| tem 13  |                 |   |
| tem 14  | †               |   |
| Item 15 |                 |   |
|         |                 |   |
|         |                 |   |

#### SCHEDULE 1 -- PORT ROAD TWO APARTMENT B8 POST: PORT MORESBY MOU NUMBER: 358

The Tenant agreed to rent the premises on the terms set out in a Memorandum of Understanding (MOU) signed on 12 January 2015. subsequently varied and signed 17 June 2016.

The Owner and the Tenant have agreed to vary the MOU on the terms set out in the following. Schedule 1

and in accordance with any variations outlined below:

| Item 1 | Date            | 9 JAN 17  |
|--------|-----------------|---|
| Item 2 | Tenant          | Department of Defence   |
| Item 3 | s. 22(1)(a)(ii) |   |
| Item 4 | Term            | One (1) Year ending 30 June 2018  |
| Item 5 | Starting Date   | 1 July 2017   |
| Item 6 | s. 22(1)(a)(ii) |   |
| Item 7 | Premises        | Apartment B8 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA |
| Item 8 | s. 22(1)(a)(ii) |   |
| item 9 | Rent Per Annum  | AUD \$114,440.00  |
| tem 10 | s. 22(1)(a)(ii) |   |
| tem 11 |                 |   |
| tem 12 |                 |   |
| tem 13 |                 |   |
| tem 14 |                 |   |
| tem 15 |                 |   |
|        |                 |   |

#### SCHEDULE 1 - PORT ROAD TWO APARTMENT B8

POST: PORT MORESBY PROPERTY NUMBER: 07-408 MOU NUMBER: 07-408-020

| Item 1  | Date            |   |
|---------|-----------------|---|
| Item 2  | Tenant          | Department of Foreign Affairs and Trade                                       |
| Item 3  | s. 22(1)(a)(ii) |   |
| Item 4  | Term            | Six (6) months ending 30 June 2018  |
| Item 5  | Starting Date   | 1 January 2018  |
| Item 6  | s. 22(1)(a)(ii) |   |
| Item 7  | Premises        | Apartment B8 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA |
| ltem 8  | s. 22(1)(a)(ii) |   |
| Item 9  | Rent Per Annum  | AUD \$109,976.82<br>s. 22(1)(a)(ii)   |
| Item 10 | s. 22(1)(a)(ii) |   |
| Item 11 |                 |   |
| Item 12 |                 |   |
| Item 13 |                 |   |
| Item 14 |                 |   |
| Item 15 |                 |   |
|         |                 |   |

#### SCHEDULE 1 - PORT ROAD TWO APARTMENT B8

POST: PORT MORESBY PROPERTY NUMBER: 07-408 MOU NUMBER: 07-408-021

| Item 1  | Date            |   |
|---------|-----------------|---|
| Item 2  | Tenant          | Department of Foreign Affairs and Trade                                       |
| Item 3  | s. 22(1)(a)(ii) |   |
| Item 4  | Term            | One (1) year ending 1 July 2019   |
| Item 5  | Starting Date   | 1 July 2018   |
| Item 6  | s. 22(1)(a)(ii) |   |
| Item 7  | Premises        | Apartment B8 Port Road Two Residential Compound Port Moresby PAPUA NEW GUINEA |
| Item 8  | s. 22(1)(a)(ii) |   |
| Item 9  | Rent Per Annum  | AUD \$109,976.82  |
| Item 10 | s. 22(1)(a)(ii) |   |
| item 11 |                 |   |
| item 12 |                 |   |
| Item 13 |                 |   |
| Item 14 |                 |   |
| Item 15 |                 |   |
|         |                 |   |
|         |                 |   |