

FORM LC1

WESTERN AUSTRALIA
 LAND ADMINISTRATION ACT 1997
 TRANSFER OF LAND ACT 1893 AS AMENDED

LEASE OF CROWN LAND (L)

DESCRIPTION OF LAND (Note 1)

DESCRIPTION OF LAND (Note 1)	EXTENT	VOLUME	FOLIO
Portion of Reserve 20403, Lot 1110 on Deposited Plan 28861 And Portion of Reserve 39066, Lot 1002 on Deposited Plan 215923	Portion	LR3125	757
	Portion	LR3147	41

LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS (Note 2)

LESSOR/LESSORS (Note 3)

SHIRE OF DENMARK OF 953 SOUTH COAST HIGHWAY DENMARK

LESSEE/LESSEES (Note 4)

DENMARK RIVERSIDE CLUB INC. OF P.O. BOX 48, DENMARK, WA, 6333

TERM OF LEASE (Note 5)

Twenty One Years Zero Months Zero Days

Commencing from the 1st day of August in the year 2016.

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

For the above term for the clear yearly rental of (Note 7) \$1.00
 payable (Note 8) which shall be deemed to have been paid by the Lessee to the Lessor

LEASE

SHIRE OF DENMARK

and

DENMARK RIVERSIDE CLUB INC.

**Portion of Reserve 20403 Lot 1110
and
Portion of Reserve 39066 Lot 1002**

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Parties

1. **Shire of Denmark** of 953 South Coast Highway, Denmark, Western Australia (**Landlord or Lessor**)
2. **Denmark Riverside Club Inc.** of 3 Morgan Road, Denmark, Western Australia (**Tenant or Lessee**)

Agreed terms

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

1. Definitions and interpretation**1.1 Terms in Reference Schedule**

Terms in bold type in the Reference Schedule have the meaning shown opposite.

1.2 Definitions

Authority includes any government or governmental, semi-governmental, administration, fiscal or financial body, department, commission, council, authority, tribunal, agency or entity including but not limited to any court, tribunal, agency or entity including but not limited to any court, tribunal or person having jurisdiction over the parties, the Premises or this Lease;

Claim includes any claim or legal action and all costs and expenses incurred in connection with it;

Commencing Date means the commencing date specified in the reference schedule;

Financial Year means 1 July to 30 June;

Landlord's Property means any property owned by the Landlord on the Premises including but not limited to the items specified in the reference schedule;

Land means the land described in the Reference Schedule;

Official Requirement means any requirement, notice, order or direction of any statutory authority and includes the provisions of any statute, ordinance or by-law;

Plan means the plan of the Land annexed to this Lease (if any);

Premises mean the whole of the Land and includes the Landlord's Property;

Purposes means the purposes described in the Reference Schedule;

Services means all utilities and services to the Premises;

Structural Building Repairs means substantial and major repairs or replacement of essential structures relating to all loads, internal actions, material properties and foundation conditions that significantly affect structural sufficiency or serviceability including but not limited to:

- floors;
- masonry;
- roof covering and roof structure;
- footings and foundations;
- painting of external surfaces;

- outer walls of any construction but does not include windows, doors, doorframes, and door furniture;
- ceilings; and
- Sewerage, drainage and water supply but does not include taps and other visible water fittings.

Tenant's Employees means each of the Tenant's employees, contractors, agents, customers, subtenants, licensees, invitees, or others (with or without invitation) who may be on Premises;

Tenant's Property includes all fixtures and other on the Premises which are not the Landlord's;

Term means the term of this Lease specified in the reference schedule and includes the further term as applicable; and

Termination Date means the date of termination of this Lease specified in the reference schedule.

1.3 Interpretation

(a) Reference to:

- (i) the singular includes the plural and the plural includes the singular;
- (ii) a person includes a body corporate;
- (iii) a party includes the party's executors, administrators, successors and permitted assigns;
- (iv) "month" or "monthly" means calendar month or calendar monthly; and
- (v) a right includes a remedy, authority or power.

(b) If a party consists of more than one person, this Lease binds them jointly and each of them severally.

(c) Headings are for convenience only and do not form part of this Lease or affect its interpretation.

2. Reserve, term and holding over

2.1 Reserve

The Land is vested in the Landlord for the Purposes with the power to lease for any term not exceeding twenty one (21) years subject to the consent of the Minister for Lands and this lease is subject to the covenants and powers implied under the *Land Administration Act 1997 (WA)* and the *Transfer of Land Act 1893 (WA)* (unless negated or modified by the provisions of this Lease) and to the covenants and conditions contained in this Lease.

2.2 Term

The Landlord leases the Premises to the Tenant for the Term commencing on the Commencing Date.

2.3 Monthly Tenancy

If the Tenant continues to occupy the Premises after the Term with the Landlord's consent then:

- (a) the Tenant does so as a monthly tenant on the same basis as at the last day of the Term; and
- (b) either party may terminate the monthly tenancy by giving to the other 1 month's notice expiring on any day.

3. Rent and rent reviews

3.1 Rent

- (a) The Tenant must pay the Rent in the amount and method described in the Reference Schedule.
- (b) Each payment of Rent must be made with an additional amount equal to any goods and services, consumption, value added tax applying to that payment.

4. Operating Expenses

4.1 Expenses Due to Tenant's Use

- (a) The Tenant must pay to the relevant authorities all charges for rates, taxes, charges, assessments, licence fees, duties, impositions, penalties, and other outgoings whatever which now or at any time during the Term are assessed and charged upon or in respect of the Premises or the use or occupation of the Premises or any part.
- (b) The Tenant must pay to the relevant authorities all charges for gas, electricity, water and telephone where they are separately metered to the Premises and the costs incurred by the Landlord in providing Services to the Premises.
- (c) The Tenant must pay to the Landlord all expenses due solely to the Tenant's use of the Premises.

4.2 Goods and Services Tax

(a) Consideration is exclusive of GST

The consideration for a Supply under this Lease is exclusive of any GST imposed on the Supply.

(b) Recovery of GST

If a Supply under this Lease is subject to GST:

- (i) the Recipient of the Supply must pay, in addition to the other consideration payable or to be provided for the Supply, an additional amount equal to the GST; and
- (ii) the Recipient must pay the additional amount to the supplier at the same time as the other consideration.

However, the Recipient need not pay the additional amount until the supplier gives the Recipient a Tax Invoice.

(c) Adjustment of additional amount

If the additional amount differs from the amount of GST payable by the supplier on the Supply:

- (i) the supplier must promptly issue an Adjustment Note to the Recipient; and
- (ii) an amount equal to the difference must be paid by the supplier to the Recipient, or by the Recipient to the supplier, as appropriate.

(d) Reimbursement

If any part is entitled to payment of any costs or expenses by way of reimbursement or indemnity, the payment must exclude any part of that cost or expense which is attributable to GST for which that party or the Representative Member of any GST Group of which that party is a member is entitled to an Input Tax Credit.

(e) Definitions

In this clause, Adjustment Note, GST, GST Group, Input Tax Credit, Member, Recipient, Representative Member, Supply and Tax Invoice have the meanings given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

5. Use of the Premises

5.1 Permitted Use

The Tenant must only use the Premises for the Permitted Use.

5.2 Restrictions on Use

The Tenant must not:

- (a) disturb tenants or owners of adjacent premises;
- (b) overload any Services;
- (c) damage the Landlord's Property;
- (d) alter the Premises, or do any building work without the Landlord's prior consent;
- (e) do anything that may invalidate the Landlord's insurance or increase the Landlord's premiums; or
- (f) destroy, cut down, prune or damage any living tree on the Leased Premises without the Lessor's consent.

5.3 No warranty as to Use

The Landlord does not warrant that the Premises:

- (a) is suitable for any purpose; or
- (b) may be used for the Permitted Use.

5.4 Official Requirements and rules

At its expense, the Tenant must comply with any Official Requirement concerning the Premises, the Tenant's Property or the Tenant's use or occupation of the Premises or the sex, number, health and safety of persons on the Premises.

5.5 Caveats

The Tenant must not lodge or register any absolute caveat against the certificate of title to the land of which the Premises forms part to protect its interests under this Lease but the Tenant shall be entitled to lodge a "Subject to claim" caveat against the certificate of title to the land of which the Premises forms part.

6. Maintenance and repair

6.1 Repair

- (a) The Tenant must:
 - (i) keep the Premises in good repair and condition except for fair wear and tear, inevitable accident, and Structural Building Repairs; and
 - (ii) fix any damage caused by the Tenant or the Tenant's Employees.
- (b) The Landlord may do any repairs or maintenance to the Premises. The Landlord must give the Tenant reasonable notice before doing so and must cause as little disruption to the Tenant's business as is reasonably possible in the circumstances.

6.2 Cleaning and Maintenance

The Tenant must:

- (a) do such things as may reasonably be required to eradicate, exterminate and keep the Premises free from rodents, vermin, noxious weeds and other pests of any kind, and will procure that pest exterminators are employed from time to time for that purpose;
- (b) keep the Premises clean and tidy and free of infectious diseases; and
- (c) keep the Tenant's Property clean and maintained in good order and condition.

6.3 Not to pollute

- (a) The Tenant must not cause pollution in or contamination of the Premises or any adjoining land by garbage, waste matter, oil and other pollutants whether by stormwater or other run-off or arising from use of the Premises.
- (b) The Tenant must collect and dispose of all garbage, waste matter, oil and other pollutants from the Premises at a place and in a manner required or approved by the Landlord and all relevant authorities having control over the disposal of waste matter and the protection of the environment.

6.4 Landlord's right to inspect and repair

- (a) The Landlord may enter the Premises for inspection or to carry out maintenance, repairs or building work at any reasonable time after giving notice to the Tenant. In an emergency, the Landlord may enter at any time without giving the Tenant notice.
- (b) The Landlord may carry out any of the Tenant's obligations on the Tenant's behalf if the Tenant does not carry them out on time. If the Landlord does so, the Tenant must promptly pay the Landlord's costs.

6.5 Notice of damage or defect in services

The Tenant must promptly give the Landlord notice of:

- (a) any damage to, defect or disrepair in the Services or the Landlord's Property; and
- (b) any circumstances likely to cause any risk to the Premises or any person.

7. Assignment and subletting

- (a) Subject to clause 18, the Tenant must obtain the Landlord's written consent, and if required by law, the written consent of the Minister for Lands pursuant to the *Land Administration Act 1997* (WA) before the Tenant assigns, sublets or deals with its interest in the Premises.
- (b) The Landlord may grant or withhold its consent in its discretion.

8. Insurances and indemnities

8.1 Tenant's insurance

The Tenant must maintain at its own cost insurance on usual terms with an insurer authorised under the *Insurance Act 1973* (Cth) for public risk for at least \$20,000,000.

8.2 Tenant's policies

All policies under this clause 8 must be acceptable to the Landlord and with an insurer approved by the Landlord and endorsed to note the interest of the Landlord as landlord of the Premises.

8.3 Proof of insurance policies

The Tenant must give the Landlord evidence of its insurance if the Landlord asks for it.

8.4 Tenant's release and indemnity

- (a) The Tenant occupies and uses the Premises at its own risk.
- (b) The Tenant releases the Landlord and the Minister for Lands from and indemnifies them against all Claims for damages, loss, injury or death:
 - (i) whether or not it is caused by the Tenant's negligence or default if it:
 - (A) occurs on the Premises;
 - (B) arises from the use of the Services on the Premises; or
 - (C) arises from the overflow or leakage of water from the Premises,

except to the extent that it is caused by the Landlord's or Minister for Land's deliberate act or negligence; and

- (ii) if it arises from the negligence or default of the Tenant or the Tenant's Employees, except to the extent that it is caused by the Landlord's or Minister for Land's deliberate act or wilful negligence.
- (c) The Tenant releases the Landlord and the Minister for Lands from and indemnifies them against any Claim or costs arising from anything the Landlord is permitted to do under this Lease.

8.5 Landlord's Insurance

- (a) The Landlord must insure, at the Landlord's cost, the Premises. The Tenant must pay to the Landlord the sum of \$500 excess for each claim the Tenant makes against the Landlord's insurance and the Landlord must at its own cost meet all other costs of repair, replacement and reinstatement not met by the insurer.

9. Occupational Safety and Health Act

- (a) The Tenant acknowledges and agrees that for the purpose of the *Occupational Safety and Health Act 1984* (WA) (**Act**) the Tenant has the control of the Premises and all plant and substances on the Premises.
- (b) The Tenant releases and indemnifies the Landlord from and against any claim against or obligation or liability of the Landlord under any occupational health and safety legislation as defined in the Act, except to the extent that any breach of the Act is contributed to by the Landlord's deliberate act or negligence.

10. Default and termination

10.1 Default

The Tenant defaults under this Lease if:

- (a) the Rent or any money payable by the Tenant is unpaid for 20 business days;
- (b) the Tenant breaches any other term of this Lease and such breach is unremedied within 20 business days of notice of breach having been served on the Tenant;
- (c) the Tenant assigns its property for the benefit of creditors; or
- (d) the Tenant becomes an externally-administered body corporate within the meaning of the *Corporations Act 2001* (Cth).

10.2 Forfeiture of Lease

If the Tenant defaults and does not remedy the default when the Landlord requires it to do so, the Landlord may do any one or more of the following:

- (a) re-enter and take possession of the Premises and by notice to the Tenant, terminate this Lease;
- (b) by notice to the Tenant, convert the unexpired portion of the Term into a tenancy from month to month;
- (c) exercise any of its other legal rights; or
- (d) recover from the Tenant any loss suffered by the Landlord due to the Tenant's default.

10.3 Consequences of Default

(a) Repudiation

- (i) If the Tenant repudiates this Lease or breaches an essential term of this Lease the Landlord may recover all money payable by the Tenant under this Lease up to the end of the Term. However, the Landlord must minimise its loss.

- (ii) The essential terms are:
 - (A) to pay Rent (clause 3.1);
 - (B) to pay Operating Expenses (clause 4.1 and Special Condition 12 of the reference schedule);
 - (C) to use the Premises for only the Permitted Use (clause 5.1);
 - (D) to comply with Official Requirements (clause 5.4);
 - (E) to repair (clause 6.1); and
 - (F) not to assign, sublet or deal with the Lease without consent (clause 7).

(b) **Landlord's Entitlement to Damages**

The Landlord's entitlement to damages is not limited or affected if:

- (i) the Tenant abandons the Premises;
- (ii) the Landlord elects to re-enter the Premises or terminate this Lease;
- (iii) the Landlord accepts the Tenant's repudiation; or
- (iv) the parties' conduct constitutes or may constitute a surrender by operation of law.

(c) **Liquidated Debt**

The Landlord may remedy any default by the Tenant and recover its costs of doing so from the Tenant as a liquidated debt.

10.4 Waiver

- (a) No waiver by the Landlord is effective unless it is in writing;
- (b) Despite the Landlord's knowledge at the time, a demand for Rent or other money owing by the Tenant or the subsequent acceptance of Rent or other money does not constitute a waiver of any earlier default by the Tenant.

10.5 Interest on Overdue Money

The Landlord may charge daily interest to the Tenant on any late payment by the Tenant at a rate of 3% above the rate which would be charged to the Landlord by the Landlord's bank for borrowing the same amount on unsecured overdraft as certified by the Landlord's bank manager.

11. Termination of Term

11.1 Termination by Notice

- (a) The Landlord may terminate this Lease by giving 6 months' written notice to the Tenant, notwithstanding that:
 - (i) the Tenant is not in default; or
 - (ii) that the term of the Lease has not expired.
- (b) The Tenant may terminate this Lease by giving 3 months' written notice to the Landlord notwithstanding that the term of the Lease has not expired.
- (c) In the event of this Lease being terminated pursuant to subclause 11.1(a) or 11.1(b) each Party will retain its rights against the other in respect of any past breach of this Lease;.

11.2 Tenant's obligations

On termination the Tenant must:

- (a) vacate the Premises and give it back to the Landlord in good repair and condition in accordance with the Tenant's obligations in this Lease;
- (b) remove all the Tenant's Property from the Premises;
- (c) repair any damage caused by removal of the Tenant's Property and leave the Premises in good repair and condition; and
- (d) return all keys, security passes and cards held by it or the Tenant's Employees.

11.3 Failure to Remove Tenant's Property

If the Tenant does not remove the Tenant's Property at the end of the Term, the Landlord may:

- (a) remove and store the Tenant's Property at the Tenant's risk and expense; or
- (b) treat the Tenant's Property as abandoned, in which case title in the Tenant's Property passes to the Landlord who may deal with it as it thinks fit without being liable to account to the Tenant.

12. General

12.1 Notices

(a) In Writing

Any notice given under this Lease must be in writing. A notice by the Landlord is valid if signed by an officer or solicitor of the Landlord or any other person nominated by the Landlord.

(b) Notice of Address

The Tenant must promptly notify the Landlord of its address and facsimile number or email address and update the notice if any changes occur.

(c) Service of Notice on Tenant

The Landlord may serve a notice on the Tenant by:

- (i) giving it to the Tenant personally;
- (ii) sending it to the Tenant's facsimile number; or
- (iii) posting it to the Tenant's last known registered office, place of business or residence.

(d) Service of Notice on Landlord

The Tenant may serve a notice on the Landlord by leaving it at, or posting or faxing it to the Landlord's office set out in Item 1 of the Reference Schedule.

12.2 Costs

The Tenant must pay the Landlord:

- (a) duty (if any) on this Lease; and
- (b) the Landlord's reasonable legal fees and outlays:
 - (i) for the preparation and negotiation of this Lease;
 - (ii) relating to any assignment or subletting;
 - (iii) arising from any breach of this Lease by the Tenant; and
 - (iv) for any Landlord's consent under this Lease.

13. Option of Renewal

- (a) The Landlord hereby grants to the Tenant the option to renew this Lease for the further term or terms (if any) specified in Item 4 of the reference schedule upon the terms, covenants, conditions and restrictions of this Lease (excepting any exercised right of renewal). The Tenant may exercise such option if and only if:
- (i) the Tenant has first given to the Landlord written notice of such exercise of option not less than 3 months and not more than 6 months prior to the expiration of the Term; and
 - (ii) the Tenant is not, at the time of giving the notice under this clause in breach of any of the terms, covenants or conditions of this Lease.
- (b) If the Tenant validly exercises the option to extend under subclause 13(a)(ii) then prior to the expiration of the then current Term, the Tenant must execute a deed recording the extension of lease, such deed to be prepared by the Landlord's solicitors at the reasonable expense of the Tenant in all respects including all duty.

14. Damage and destruction

14.1 Definitions

In this clause 14:

- (a) **abatement notice** means a notice given under clause 14.2(a);
- (b) **reinstatement notice** means a notice given by the Landlord to the Tenant of the Landlord's intention to carry out the reinstatement works; and
- (c) **reinstatement works** means the work necessary to:
 - (i) reinstate the Premises; and
 - (ii) make the Premises fit for occupation and use and accessible by the Tenant.

14.2 Abatement

- (a) If at any time the Premises are wholly or partly:
- (i) unfit for occupation and use by the Tenant; or
 - (ii) inaccessible having regard to the nature and location of the Premises and the normal means of access to them,
- as a result of destruction or damage then from the date that the Tenant notifies the Landlord of the relevant event, the Rent and any other money payable by the Tenant are to abate according to the circumstances.
- (b) If clause 14.2(a) applies, the remedies for:
- (i) recovery of the Rent and any other money or a proportionate part falling due after the damage or destruction; or
 - (ii) enforcement of the obligation to repair and maintain,
- are suspended from the date of the abatement notice until the Premises are reinstated or otherwise made fit for the Tenant's occupation and use and fully accessible.

14.3 Either party may terminate

If clause 14.2(a) applies, then at any time after 2 months from the date the abatement notice is given either party may terminate this Lease by notice to the other unless the Landlord has within that period of 2 months:

- (a) given the Tenant a reinstatement notice; and
- (b) started to carry out the reinstatement works.

14.4 Tenant may terminate

If the Landlord gives a reinstatement notice to the Tenant and does not commence the reinstatement works within a reasonable time, the Tenant may terminate this Lease by giving not less than 2 month's notice to the Landlord and, at the expiration of the notice period, this Lease terminates.

14.5 Dispute resolution

- (a) Any dispute arising under this clause 14 is to be determined by a properly qualified member of the Australian Property Institute appointed by the president at the request of either the Landlord or the Tenant.
- (b) In making a determination, the appointed member must act as an expert and not as an arbitrator.
- (c) The appointed member must make a written determination containing reasons as soon as possible after appointment, but the member must give each party the opportunity to make written submissions.
- (d) The Rent and any other money remain abated pending the determination. Any necessary adjustment is to be made immediately after the determination is made.
- (e) The Cost of the determination must be paid by both parties in equal shares unless otherwise decided by the member.

15. Severability

- (a) As far as possible all provisions of this Lease must be construed so as not to be invalid, illegal or unenforceable.
- (b) If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force.
- (c) If any provision cannot be read down, that provision will be void and severable and the remaining provisions of this Lease will not be affected.

16. Entire Understanding

This Lease:

- (a) contains the entire agreement and understanding between the parties on everything connected with the subject matter of this Lease; and
- (b) supersedes any prior agreement or understanding on anything connected with that subject matter.

17. Organisations

- (a) If any organisation ceases to exist, a reference to that organisation will be taken to be a reference to an organisation with similar objects to the original organisation nominated by the Landlord.
- (b) Reference to the president of an organisation will, in the absence of a president be read as a reference to any person fulfilling the duties of a president.

18. Landlord's Consent

Unless otherwise stated, if the Landlord's consent or approval is required:

- (a) the Landlord must consider the request promptly and be reasonable in giving or refusing its consent or approval;
- (b) the Landlord may require the Tenant to comply with any reasonable conditions before giving its consent; and
- (c) it is not effective unless in writing.

19. Property Law Act

The following sections of the *Property Law Act 1969* (WA) do not apply to this Lease:

- (a) Section 80; and
- (b) Section 82.

Schedule 1 - Reference Schedule**1. Landlord/Lessor**

Shire of Denmark
of 953 South Coast Highway, Denmark, Western Australia

2. Tenant/Lessee

Denmark Riverside Club Inc.
Of 3 Morgan Road, Denmark, Western Australia

3. Land**3.1 Reserve**

Portion Reserve 20403, Lot 1110, in Certificate of Title Volume LR3125 Folio 757
and Portion Reserve 39066, Lot 1002, in Certificate of Title Volume LR3147 Folio 41
outlined in blue on Appendix 1.

3.2 Purpose

Recreation

4. Term**4.1 Period**

21 years Zero months

4.2 Commencing Date

1 August 2016

4.3 Termination Date

31 July 2037

5. Further term**5.1 Period**

Nil

5.2 Commencing Date

Nil

6. Rent

\$1.00 per annum (plus GST) for each year of the Term of Lease.

7. Permitted Use

Riverside Club Complex

8. Landlord's Property

Portion of Reserve 20403, Lot 1110 on Deposited Plan 28861
And
Portion of Reserve 39066, Lot 1002 on Deposited Plan 215923

9. Special conditions

The following special conditions (if any) form part of this Lease and in the event of any inconsistency between the foregoing provisions of this Lease and the special conditions, the special conditions prevail:

9.1 Inspection and Maintenance

a) Pursuant to Council Policy P030101 Council will annually consider the provision of a concession to the value of the local government rates levied with respect to the property, noting that the Lessee is required to meet any costs applicable to the property relating to any other rates and taxes including, but not limited to, the Emergency Services Levy and refuse charges.

b) Inspection by Landlord's building surveyor

The Landlord's Principal Building Surveyor will, at least on an annual basis, inspect the Premises and Land to determine the state of maintenance in accordance with the Lease and to determine the priority for future and long term maintenance to be undertaken by the Tenant in conjunction with the Landlord.

c) Contribution to maintenance

Subject to the Landlord's annual budget, the Landlord will contribute an amount determined by the Landlord in its sole discretion to the maintenance of the Premises on the following terms:

- i) upon completion of its budget, the Landlord will notify the Tenant in writing of the amount the Landlord will contribute to maintenance in the following financial year ("contribution amount");
- ii) the Landlord may set-off from the contribution amount any amounts already expended on maintenance by the Landlord in excess of the previous financial year's contribution amount;
- iii) the Tenant will, prior to 31 March in each financial year, provide to the Landlord a tax invoice for the contribution amount;
- iv) the Landlord will pay the contribution amount to the Tenant upon receipt of the invoice; and
- v) the contribution amount must be used solely for maintenance of the Premises.
- vi) Given that the visual impact and iconic nature of Clubhouse and the visibility of the grounds and their presence on the Denmark main road entrance makes them in effect a community entry statement, the Denmark Riverside Club is to develop and maintain its grounds to reflect this status.

d) Foreshore Access

Given the land parcel's foreshore location the lessee is not permitted to fence the bowling green foreshore boundary or the lease boundaries that surround the bandstand or take other measures that unreasonably prevent public access to these areas.

e) Commercial Usage

Where incidental use of the facility involves a profit to an individual or business rather than community group activities;

- i. That these uses are infrequent and minor and/or of a business incubator environment.

- ii. That where such uses are more regular and/or ongoing that the rents, fees and charges proposed are structured to ensure that the Council and community is not seen as providing an unfair or subsidised facility that competes with private enterprise (a level playing field) and that Lessor permission will be sought who may impose conditions or limitations on that proposed use and or may refuse that use if in the opinion of the Lessor it is inconsistent with the principal community activities intended for the Club House.

- f) The Lessor acknowledges that the Denmark Riverside Club Inc. has contributed the sum of \$756,955, and has received grant funding from the Department of Regional Development of \$500,000, Great Southern Development Commission of \$212,800 Lotterywest of \$390,659 and \$490,852 from the Shire of Denmark, towards the total \$2,351,266 cost of the Riverside Club's Club House Development and that this is also taken into account in the annual rent.

ATTESTATION SHEET

Executed by the parties as a Deed on the _____ day of _____ in the year _____

LESSOR/LESSORS SIGNS HERE (NOTE 9)

The Common Seal of
Shire of Denmark
 was hereunto affixed in the
 presence of:

Affix Seal Here

 Shire President

 Chief Executive Officer

 Print Name

 Print Name

LESSEE/LESSEES SIGNS HERE (NOTE 9)

Executed by Denmark Riverside Club Inc. (**ACN** _____)
 in accordance with section 127 of the Corporations Act 2001:

 Director/Sole Director Signature

 Director/Secretary Signature

 Print Name

 Print Name

Signed by }
 in the presence of:

 Witness Signature

 Witness Address

 Witness Name

 Witness Occupation

INSTRUCTIONS

1. If insufficient space in any section, Additional Sheet Form B1 should be used with appropriate headings. The boxed sections should only contain the words "See Annexure".
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the person signing this document and their witnesses.
4. Duplicates are not issued for Crown Land Titles.

NOTES

1. DESCRIPTION OF LAND

Lot and Diagram/Plan number or Location name and number to be stated.

Extent – Whole, part or balance of the land comprised in the Certificate of Crown Land Title to be stated.

The Certificate of Crown Land Title Volume and Folio number to be stated.

2. LIMITATIONS, INTERESTS, ENCUMBRANCES and NOTIFICATIONS

In this panel show (subject to the next paragraph) those limitations, interests, encumbrances and notifications affecting the land being leased that are recorded on the crown land title:

- a) In the Second Schedule;
- b) If no Second Schedule, that are encumbrances.
(Unless to be removed by action or document before registration hereof)

Do not show any:

- (a) Easement Benefits or Restrictive/Covenant Benefits; or
- (b) Subsidiary interests or changes affecting a limitation, etc, that is to be entered in the panel (eg, if a mortgage is shown, do not show any partial discharges or any document affecting either).

The documents shown are to be identified by nature and number. The plan/diagram encumbrances shown are to be identified by nature and relevant plan/diagram.

If none show "nil".

3. LESSOR

State full name and address of Lessor/Lessors and the address/addresses to which future notices can be sent.

4. LESSEE

State full name of Lessee/Lessees and the address/addresses to which future notices can be sent. If two or more state tenancy eg. Joint Tenants, Tenants in Common. If Tenants in Common specify shares.

5. TERM OF LEASE

Term to be stated in years, months and days. Commencement date to be stated. Options to renew to be shown.

6. RECITE ANY EASEMENTS TO BE CREATED

Here set forth Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".

7. State amount of yearly rental in words.

8. State term of payment.

9. EXECUTION

A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of witnesses must be stated.

Office Use Only

LEASE OF CROWN LAND (L)

LODGED BY	Shire of Denmark
ADDRESS	953 South Coast Highway (PO Box 183) DENMARK WA 6333
PHONE No.	(08) 98480300
FAX No.	(08) 98481985
REFERENCE No.	
ISSUING BOX No.	

PREPARED BY	Shire of Denmark
ADDRESS	953 South Coast Highway (PO Box 183) DENMARK WA 6333
PHONE No.	(08) 98480300
FAX No.	(08) 98481985

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

[Empty box for instructions]

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH

1. _____	Received Items
2. _____	Nos.
3. _____	
4. _____	Receiving Clerk
5. _____	
6. _____	

Registered pursuant to the provisions of the *TRANSFER OF LAND ACT 1893* as amended on the day and time shown above and particulars entered in the Register.

EXAMINED

[Empty box for examination]

Appendix 1 – Portion of Reserve 20403, Lot 1110 and Portion of Reserve 39066, Lot 1002.
The areas are outlined in blue

