

LEASE

SHIRE OF DENMARK
[Lessor]

and

BEVANS (WA) PTY LTD
[Lessee]

LOT 303 ON DEPOSITED PLAN 220017

DRAFT

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Parties

1. **Shire of Denmark** of 953 South Coast Highway, Denmark, Western Australia (**Lessor**)
2. **Bevans (WA) Pty Ltd** of 104 Johns Street, Albany, Western Australia (**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;

CEO means the person employed as the Chief Executive Officer of the Lessor from time to time;

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;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics or its equivalent determined in accordance with clause 3.4;

Financial Year means 1 July to 30 June;

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

Lessee's Property means any property owned by the Lessee 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 has the meaning in Item 3.3 of the Reference Schedule and includes the Lessor'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.

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

Lessee's Property includes all fixtures and other on the Premises which are not the Lessor'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 Lessor for the Purposes with the power to lease for any term not exceeding 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 Lessor leases the Premises to the Lessee for the Term commencing on the Commencing Date.

2.3 Monthly Tenancy

If the Lessee continues to occupy the Premises after the Term with the Lessor's consent then:

- (a) the Lessee does so as a monthly lessee 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 Lessee 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.

3.2 Rent Review

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

3.3 Methods of Review

The review will be either based on CPI Review or a Market Review. The basis for each rent review is as identified for each Rent Review Date in Item 6 of the Reference Schedule.

3.4 CPI Review

- (a) A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly Perth CPI published for the March quarter of each year.
- (b) Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the Parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a valuer appointed by the parties.

3.5 Market Review

A rent review based on market rent will establish the current market rent for the Land by agreement between the Parties and failing agreement, will be determined in accordance with the following provisions:

- (a) The Lessor shall notify the Lessee of the amount that it reasonably considers is the current market rent for the Land.
- (b) If the Lessee does not dispute the amount notified, that amount becomes the Rent.
- (c) If the Lessee disputes the current market rent as notified by the Lessor, it must notify the Lessor of that dispute (**Dispute Notice**) within 14 days after receiving the Lessee's notification. The Lessee must comply with this time limit to dispute the notified amount.
- (d) If the Lessee gives a Dispute Notice, then the current market rent for the Land will be determined at the expense of the Lessee by a the Valuer General or a suitably qualified and experienced caravan park valuer (**Valuer**) licensed under the *Land Valuers Licensing Act 1978*, to be appointed, at the request of either Party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (e) The Valuer General or the Valuer (as the case may be) will act as an expert and not as an arbitrator and his or her decision will be final and binding on the Parties. The Parties will be entitled to make submissions to the Valuer General or the Valuer.

- (f) In this clause, "current market rent" means the rent obtainable for the Land in a free and open market if the Land were unoccupied and offered for rental for the use for which the Land are permitted pursuant to this Lease and on the same terms and conditions contained in this Lease, BUT will not include:
- i) any improvements made or effected to the Land by the Lessee; and
 - ii) any rent free periods, discounts or other rental concessions.

3.6 Lessor's right to review

The Lessor may institute a rent review notwithstanding the Rent Review Date has passed and the Lessor did not institute a rent review on or prior to that Rent Review Date, and in which case the Rent agreed or determined shall date back to and be payable from the Rent Review Date for which such review is made.

4. Operating Expenses

4.1 Expenses Due to Lessee's Use

- (a) The Lessee 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 Lessee must pay to the relevant authorities all charges for gas, electricity, water, telephone and internet and the costs incurred by the Lessor in providing Services to the Premises.
- (c) The Lessee must pay to the Lessor all expenses due solely to the Lessee'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 Lessee must only use the Premises for the Permitted Use.

5.2 Restrictions on Use

The Lessee must not:

- (a) disturb lessees, occupiers or owners of adjacent premises;
- (b) overload any Services;
- (c) damage the Lessor's Property;
- (d) alter the Premises, or do any building work without the Lessor's prior consent;
- (e) do anything that may invalidate the Lessor's insurance or increase the Lessor's premiums or risk; or
- (f) damage, destroy or remove any native vegetation on the Premises without the CEO's consent other than pruning, trimming or cutting vegetation with the intention of keeping the premises neat and tidy.
- (g) Not allow anything to be done or to occur in or about the Premises which is noxious, offensive or audibly or visually a nuisance.

5.3 No warranty as to Use

The Lessor 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 Lessee must comply with any Official Requirement concerning the Premises, the Lessee's Property or the Lessee's use or occupation of the Premises.

5.5 Caveats

The Lessee 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 Lessee 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 Lessee must:
 - (i) keep and maintain the Premises in good repair, order and condition including painting of internal surfaces; and
 - (ii) fix any damage caused by the Lessee or the Lessee's Employees.
- (b) The Lessee is responsible for Structural Building Repairs and may do any repairs or maintenance to the Premises, subject to clause 5.2(d).

6.2 Cleaning and Maintenance

The Lessee 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 Lessee's Property clean and maintained in good order and condition.

6.3 Not to pollute

- (a) The Lessee 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 Lessee 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 Lessor and all relevant authorities having control over the disposal of waste matter and the protection of the environment.

6.4 Lessor's right to inspect and repair

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

6.5 Notice of damage or defect in services

The Lessee must promptly give the Lessor notice of:

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

7. Assignment and subletting

- (a) The Lessee must obtain the Lessor'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 Lessee assigns, sublets or deals with its interest in the Premises.
- (b) Subject to clause 18, the Lessor may grant or withhold its consent in its discretion.

8. Insurances and indemnities

8.1 Lessee's insurance

The Lessee must effect & keep effected in respect of the Premises and use of the Premises adequate public risk insurance in any amount not less than \$20,000,000 in respect of any one claim.

8.2 Lessee's policies

All policies under this clause 8 must be acceptable to the Lessor and endorsed to note the interest of the Lessor as Lessor of the Premises.

8.3 Proof of insurance policies

The Lessee must give the Lessor evidence of its insurance if the Lessor asks for it.

8.4 Lessee's release and indemnity

- (a) The Lessee occupies and uses the Premises at its own risk.
- (b) The Lessee releases the Lessor 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 Lessee'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 Lessor's or Minister for Land's deliberate act or negligence; and
 - (ii) if it arises from the negligence or default of the Lessee or the Lessee's Employees, except to the extent that it is caused by the Lessor's or Minister for Land's deliberate act or wilful negligence.
- (c) The Lessee releases the Lessor and the Minister for Lands from and indemnifies them against any Claim or costs arising from anything the Lessor is permitted to do under this Lease.

9. Occupational Safety and Health Act

- (a) The Lessee acknowledges and agrees that for the purpose of the *Occupational Safety and Health Act 1984* (WA) (**Act**) the Lessee has the control of the Premises and all plant and substances on the Premises.
- (b) The Lessee releases and indemnifies the Lessor from and against any claim against or obligation or liability of the Lessor 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 Lessor's deliberate act or negligence.

10. Default and termination

10.1 Default

The Lessee defaults under this Lease if:

- (a) the Rent or any money payable by the Lessee is unpaid for 20 business days;
- (b) the Lessee 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 Lessee;
- (c) the Lessee assigns its property for the benefit of creditors; or
- (d) the Lessee becomes an externally-administered body corporate within the meaning of the *Corporations Act 2001* (Cth).

10.2 Forfeiture of Lease

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

- (a) re-enter and take possession of the Premises and by notice to the Lessee, terminate this Lease;
- (b) by notice to the Lessee, 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 Lessee any loss suffered by the Lessor due to the Lessee's default.

10.3 Consequences of Default

(a) Repudiation

- (i) If the Lessee repudiates this Lease or breaches an essential term of this Lease the Lessor may recover all money payable by the Lessee under this Lease up to the end of the Term. However, the Lessor must minimise its loss.
- (ii) The essential terms are:
 - (A) to pay Rent (clause 3.1);
 - (B) to pay Operating Expenses (clause 4.1);
 - (C) to use the Premises for only the Permitted Use (clause 5.1);
 - (D) to comply with Official Requirements (clause 5.4);
 - (E) to comply with all Special Conditions; and
 - (F) not to assign, sublet or deal with the Lease without consent (clause 7).

(b) Lessor's Entitlement to Damages

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

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

(c) Liquidated Debt

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

10.4 Waiver

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

10.5 Interest on Overdue Money

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

11. Termination of Term

11.1 Termination by Notice

- (a) The Lessor may terminate this Lease by giving three (3) months' written notice to the Lessee, notwithstanding that:
 - (i) the Lessee is not in default; or
 - (ii) that the term of the Lease has not expired.
- (b) The Lessee may terminate this Lease by giving 3 months' written notice to the Lessor 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 Lessee's obligations

On termination the Lessee must:

- (a) vacate the Premises and give it back to the Lessor in good repair and condition in accordance with the Lessee's obligations in this Lease;
- (b) remove all the Lessee's Property from the Premises;
- (c) repair any damage caused by removal of the Lessee'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 Lessee's Employees.

11.3 Failure to Remove Lessee's Property

If the Lessee does not remove the Lessee's Property at the end of the Term, the Lessor may:

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

12. General

12.1 Notices

(a) In Writing

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

(b) Notice of Address

The Lessee must promptly notify the Lessor of its address and telephone number or email address and update the notice if any changes occur.

(c) Service of Notice on Lessee

The Lessor may serve a notice on the Lessee by:

- (i) giving it to the Lessee personally;
- (ii) sending it to the Lessee's email address; or
- (iii) posting it to the Lessee's last known address.

(d) Service of Notice on Lessor

The Lessee may serve a notice on the Lessor by leaving it at, or posting or emailing it to the Lessor's office set out in the Reference Schedule.

12.2 Costs

The Lessee must pay the Lessor:

- (a) duty (if any) on this Lease; and
- (b) the Lessor'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 Lessee;

- (iv) for any Lessor's consent under this Lease.
- (c) half of any costs associated with registration of this Lease or variations to the Lease; and
- (d) half of any of the lessor's reasonable legal expenses associated with any substantial amendments to the Lease that are not requested by either party (for example, if they are required by law or due to a change in circumstances beyond either party's control).

13. Option of Renewal

- (a) The Lessor hereby grants to the Lessee the option to renew this Lease for the further term or terms (if any), specified in Item 5 of the reference schedule, so long as the term of the lease plus any option does not exceed 21 years, upon the terms, covenants, conditions and restrictions of this Lease (excepting any exercised right of renewal). The Lessee may exercise such option if and only if:
 - (i) the Lessee has first given to the Lessor 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 Lessee 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.

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 Lessor to the Lessee of the Lessor'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 Lessee.

14.2 Abatement

- (a) If at any time the Premises are wholly or partly:
 - (i) unfit for occupation and use by the Lessee; 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 Lessee notifies the Lessor of the relevant event, the Rent and any other money payable by the Lessee 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 Lessee'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 Lessor has within that period of 2 months:

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

14.4 Lessee may terminate

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

14.5 Dispute resolution

- (a) No party to this agreement will start arbitration or court proceedings (except proceedings seeking interlocutory relief) in respect of a dispute arising out of this agreement (**dispute**) unless it has complied with this clause.
- (b) A party claiming that a dispute has arisen must notify the other parties, giving details of the dispute.
- (c) During the 21 day period after a notice is given under clause 14.5(b) (or longer period agreed in writing by the parties to the dispute) (**initial period**) each party to the dispute (**disputant**) must use its best efforts to resolve the dispute.
- (d) If the disputants are unable to resolve the dispute within the initial period, each disputant agrees that the dispute must be referred for mediation in accordance with the Mediation Rules of the Law Society of Western Australia, at the request of any disputant, to:
 - i. a mediator agreed on by the disputants; or
 - ii. if the disputants are unable to agree on a mediator within seven (7) days after the end of the initial period, a mediator nominated by the President of the Law Society of Western Australia or the President's nominee.
- (e) The role of any mediator is to assist in negotiating a resolution of the dispute. A mediator may not make a decision that is binding on a disputant unless that disputant has so agreed in writing.
- (f) Any information or documents disclosed by a disputant under this clause:
 - i. must be kept confidential; and
 - ii. may not be used except to attempt to resolve the dispute.
- (g) Each disputant must bear its own costs of complying with this clause and the disputants must bear equally the costs of any mediator engaged.
- (h) After the initial period, a disputant that has complied with clauses 14.5(a), (b) and (c) may terminate the dispute resolution process by giving notice to each other disputant.
- (i) If in relation to a dispute a disputant breaches any provision of clauses 14.5(a) to (f), each other disputant need not comply with clauses 14.5(a) to (f), in relation to that dispute.

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 Lessor.
- (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. Lessor's Consent

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

- (a) the Lessor must consider the request promptly and be reasonable in giving or refusing its consent or approval;
- (b) the Lessor may require the Lessee 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. Lessor/Lessor

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

2. Lessee/Lessee

Bevans (WA) Pty Ltd
of 104 Johns Street, Albany, Western Australia

3. Land

3.1 Reserve

Crown Reserve 24510 subject of Management Order No. L325837.

3.2 Purpose

Holiday Homes, Recreation, Caravan Park and Camping.

3.3 Premises

Whole of Site 303 on Deposited Plan 220017, as highlighted yellow in Appendix 1.

4. Term

4.1 Period

10 years 0 months

4.2 Commencing Date

XXX

4.3 Termination Date

XXX

5. Further term

5.1 Period

Nil

6. Rent

\$1,950 per annum (plus GST)

6.1 CPI Review

On each anniversary of the Commencement Date, based on CPI, other than the dates for market review specified in subclause 6.2.

6.2 Market Review

Nil.

7. Permitted Use

For activities connected with commercial fishing under the Lessee's Managed Fishery Licence.

8. Lessor's Property

Nil

9. Lessee's Property

Any buildings or improvements constructed, erected or installed by the Lessee will be deemed to be the Lessee's Property.

10. 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:

10.1 Consent for Overnight Camping

The Lessee, its employees and/or contractors are permitted to camp overnight at the premises subject to the following conditions:

- a) Any person camping at the site must be doing so for the purposes of commercial fishing and in accordance with the permitted use under Item 7 of the Schedule;
- b) Camping must not exceed 3 months in any period of 12 months, in accordance with Regulation 11(2)(a) of the *Caravan Park and Camping Grounds Regulations 1997*;
- c) A maximum of three (3) camping or caravan sites may be used at any one time;
- d) For the purposes of Condition 10.1(c), a *site* refers to the area within the premises where people are camping for the purpose of Condition 10.1a);
- e) The number of persons per site at any one time must not exceed five (5);
- f) All sites must contain and use their own chemical toilet.

10.2 Location of Buildings and Structures

All buildings and structures on site are to remain a minimum of 10 metres from the edge of the dune cliff, due to the high risk of continual erosion or a significant one-off event and in accordance with "managed retreat" as recommended in the *Ocean Beach and Peaceful Bay Coastal Hazard Risk Management and Adaptation Plan*.

Should any building or structure require relocation, the lessee shall obtain all necessary approvals and planning consents, and comply with all building and health requirements under the applicable statutes, to the satisfaction of the lessor.

10.3 Sensitive Natural Environment

The lessee is to at all times be sensitive of the natural environment of the leased premises and the areas adjacent.

DRAFT

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 (ABN 24 355 062 623)
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 Bevans (WA) Pty Ltd (ABN 65 055 585 503)
in accordance with section 127 of the Corporations Act 2001:

Director	Director
Print Name	Print Name

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/Lesseees and the address/ addresses to which future notices can be sent. If two or more state tenancy eg. Joint Lessees, Lessees in Common. If Lessees 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 PO BOX 183
DENMARK WA 6333

PHONE No. (08) 9848 0300

FAX No.

REFERENCE No. LEA.47

ISSUING BOX No.

PREPARED BY SHIRE OF DENMARK

ADDRESS PO BOX 183
DENMARK WA 6333

PHONE No. (08) 9848 0300

FAX No.

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

**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.

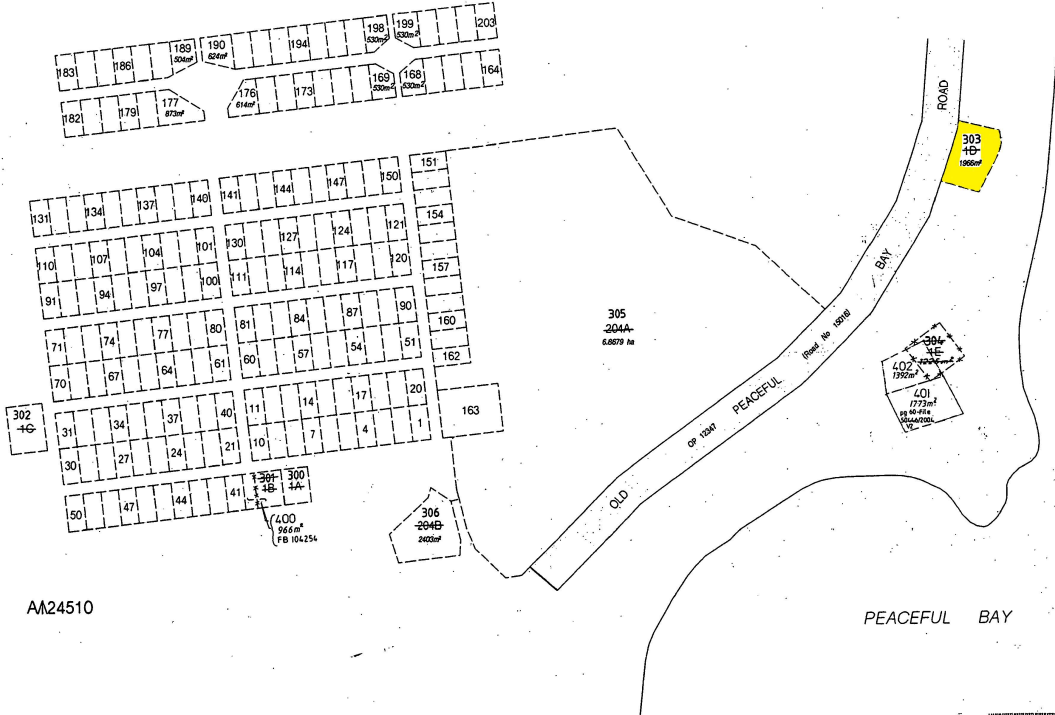
EXAMINED

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SITE Number	Vol	Page	SITE Number	Vol	Page	SITE Number	Vol	Page	SITE Number	Vol	Page
3000	3113	2	60	3113	62	100	3113	100	100	3113	100
301	3113	3	61	3113	63	101	3113	101	101	3113	101
302	3113	4	62	3113	64	102	3113	102	102	3113	102
303	3113	5	63	3113	65	103	3113	103	103	3113	103
304	3113	6	64	3113	66	104	3113	104	104	3113	104
305	3113	7	65	3113	67	105	3113	105	105	3113	105
306	3113	8	66	3113	68	106	3113	106	106	3113	106
307	3113	9	67	3113	69	107	3113	107	107	3113	107
308	3113	10	68	3113	70	108	3113	108	108	3113	108
309	3113	11	69	3113	71	109	3113	109	109	3113	109
310	3113	12	70	3113	72	110	3113	110	110	3113	110
311	3113	13	71	3113	73	111	3113	111	111	3113	111
312	3113	14	72	3113	74	112	3113	112	112	3113	112
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314	3113	16	74	3113	76	114	3113	114	114	3113	114
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319	3113	21	79	3113	81	119	3113	119	119	3113	119
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322	3113	24	82	3113	84	122	3113	122	122	3113	122
323	3113	25	83	3113	85	123	3113	123	123	3113	123
324	3113	26	84	3113	86	124	3113	124	124	3113	124
325	3113	27	85	3113	87	125	3113	125	125	3113	125
326	3113	28	86	3113	88	126	3113	126	126	3113	126
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345	3113	47	105	3113	107	145	3113	145	145	3113	145
346	3113	48	106	3113	108	146	3113	146	146	3113	146
347	3113	49	107	3113	109	147	3113	147	147	3113	147
348	3113	50	108	3113	110	148	3113	148	148	3113	148
349	3113	51	109	3113	111	149	3113	149	149	3113	149
350	3113	52	110	3113	112	150	3113	150	150	3113	150

SITES 164 - 203
AREA = 480m² (16x30 metres)
(Unless otherwise shown)

SITES 1-162
AREA = 455m²
(15.09 x 30.18 metres)




APPROVED AS AMENDED
ADDITION OF SITE 402
D.W. Mitchell 19.5.2010
FOR AUTHORISED LAND OFFICER

APPROVED AS AMENDED
SITES 301 AND 304 CHANGED TO
SITES 400 AND 401 RESPECTIVELY.
D.W. Mitchell 10.11.2009
FOR AUTHORISED LAND OFFICER

APPROVED AS AMENDED
SITES 1A, 1B, 1C, 1D, 1E, 204A AND 204B
CHANGED TO SITES 300, 301, 302, 303,
304, 305 AND 306 TO ENABLE ISSUE
OF DIGITAL SUBSIDIARY TITLES.
D.W. Mitchell 29/6/2007
FOR AUTHORISED LAND OFFICER

THIS DOCUMENT IS SUITABLE FOR SUPPORTING
SUBSIDIARY CROWN LAND TITLES
(For the purposes of registering interests)
D.W. Mitchell 17.2.1999
AUTHORISED LAND OFFICER

SITES PLAN ONLY

DISTRICT	HAY	INTERNAL INTERESTS PLAN	FILE	1938/96 V7
LOCAL AUTHORITY	CITY OF DONNINGTON	PEACEFUL BAY - AA24510	SCALE	1:2000
Prepared by	P. W. MITCHELL	SUBJECT TO SURVEY	ALL DISTANCES ARE IN METRES	STATUTORY SERVICES
Checked	<i>[Signature]</i>	NOT FOR ALIENATION PURPOSES		PLAN
Approved	<i>[Signature]</i>			20017



Appendix 2 – Ministerial Consent

To be obtained

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