

LEASE

SHIRE OF DENMARK
[Landlord]

and

HAIKAM SIHAPAYAXAY trading as GIN LAO
[Tenant]

Part of Lot 556 on Deposited Plan 71707

1.	Definitions and interpretation	2
1.1	Terms in Reference Schedule	2
1.2	Definitions	2
1.3	Interpretation	2
2.	Term and holding over	3
2.1	Term	3
5.2	Monthly Tenancy	3
3.	Rent and Rent Reviews	3
3.1	Rent	3
3.2	Rent to be Reviewed	3
3.3	Methods of Review	3
3.4	CPI Review	3
3.5	Market Review	3
3.6	Landlord's right to review	4
3.7	Rent Not to Decrease	4
3.8	Failure to notify review	4
3.9	Costs of valuation	4
4.	Outgoings, Taxes and Charges	4
4.1	Outgoings	4
4.2	Goods and Services Tax	5
5.	Use of the Premises	5
5.1	Permitted Use	5
5.2	Restrictions on Use	5
5.3	No warranty as to Use	6
5.4	Official Requirements and rules	6
5.5	For sale signs etc.	6
5.6	Caveats	6
6.	Maintenance and repair	6
6.1	Repair and maintenance	6
6.2	Cleaning and Maintenance	7
6.3	Not to pollute	7
6.4	Landlord's right to inspect and repair	7
6.5	Notice of damage or defect in services	8
7.	Assignment and subletting	8
8.	Insurances and indemnities	8
8.1	Landlord's building insurance	8
8.2	Tenant's insurance	8
8.3	Insurance requirements	8
8.4	Tenant's release and indemnity	8
9.	Occupational Safety and Health Act	9
10.	Default and termination	9
10.1	Default	9
10.2	Forfeiture of Lease	9
10.3	Consequences of Default	9

10.4	Waiver	10
10.5	Interest on Overdue Money	10
11.	Termination of Term	10
11.1	Tenant's obligations	10
11.2	Failure to Remove Tenant's Property	10
12.	General	11
12.2	Costs	11
13.	Option of Renewal	11
14.	Damage and destruction	12
14.1	Definitions	12
14.2	Abatement	12
14.3	Either party may terminate	12
14.4	Tenant may terminate	12
14.5	Dispute resolution	13
15.	Severability	13
16.	Entire Understanding	13
17.	Landlord's Consent	13
18.	Property Law Act	13
Schedule 1 - Reference Schedule		14
Appendix A – Leased Premises		16
Appendix B – Ministerial Consent		17

Parties

1. **Shire of Denmark** of 953 South Coast Highway, Denmark, Western Australia (**Landlord**)
2. **Haikam Sihapayaxay trading as Gin Lao** of 10/75 Lapko Road, Shadforth WA 6333 (**Tenant**)

Agreed terms

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

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 means the whole of the Land and includes the Landlord's Property;

Services means all utilities and services to the Premises;

Tenant's Employees means each of the Tenant's employees, contractors, agents, customers, subtenants, licensees, volunteers 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;

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

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.

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

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

2. Term and holding over

2.1 Term

The Landlord leases the Premises to the Tenant for the Term commencing on the Commencing Date as shown in Item 5.2 of the Schedule.

5.2 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 months' notice expiring on any day.

3. Rent and Rent Reviews

3.1 Rent

The Tenant agrees with the Landlord to pay to the Landlord the Rent in the manner set out at Item 6 of the Schedule on and from the Commencement Date clear of any deductions whatsoever.

3.2 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Tenant 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 7 of the Schedule.

3.4 CPI Review

- (a) A rent review based on Consumer Price Index (CPI) will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI published during the quarter before the day on which the indexed annual rent takes effect.
- (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 Landlord shall notify the Tenant of the amount that it reasonably considers is the current market rent for the Land.
- (b) If the Tenant does not dispute the amount notified, that amount becomes the Rent.
- (c) If the Tenant disputes the current market rent as notified by the Landlord, it must notify the Landlord of that dispute (Dispute Notice) within 14 days after receiving the Tenant's notification. The Tenant must comply with this time limit to dispute the notified amount.

- (d) If the Tenant gives a Dispute Notice, then the current market rent for the Land will be determined at the expense of the Tenant by the Valuer General or a suitably qualified and experienced valuer licensed under the Land Valuers Licensing Act 1978 (Valuer), 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 on the basis that the Land is unoccupied and offered for rental for a use for which the Land is 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 Tenant; and
 - (ii) any rent free periods, discounts or other rental concessions.

3.6 Landlord's right to review

The Landlord may institute a rent review notwithstanding the Rent Review Date has passed and the Landlord 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.

3.7 Rent Not to Decrease

If the reviewed Rent would be less than the Rent payable prior to the Review Date, then the Rent remains unchanged.

3.8 Failure to notify review

Any failure by the Landlord to notify the Tenant of the market rent pursuant to clause 3.5(a) of this Lease shall not prejudice the right of the Landlord to review the Rent or have the Rent reviewed retrospectively.

3.9 Costs of valuation

All costs incurred in any market valuation and determination of the reviewed Rent shall be paid by the Tenant.

4. Outgoings, Taxes and Charges

4.1 Outgoings

- (a) The Tenant agrees with the Landlord to pay directly to the provider of the outgoing or charge punctually all the following outgoings or charges (if applicable), assessed or incurred in respect of the Land:
 - (i) local government services, rates and other charges, including but not limited to rubbish collection charges;
 - (ii) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (iii) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection;
 - (iv) land tax and metropolitan regional improvement tax on a single ownership basis; and

- (v) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Tenant's use and occupation of the Land.
- (vi) If the Land is not separately charged or assessed then during each lease year or other portion of the Term, the Tenant shall pay to the Landlord the same proportion part of any charges or assessments referred to in clause (a) being the proportion that the Land bears to the total area of the land included in the charge or assessment.

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:

- (a) 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
- (b) 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 as shown at Item 8 of the Schedule.

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; or
- (e) do anything that may invalidate the Landlord's insurance or increase the Landlord's premiums.

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.

5.5 For sale signs etc.

The Landlord may:

- (a) put up signs on the Premises if it is for sale or lease; and
- (b) show anyone over the Premises after giving the Tenant 2 days' notice.

If the Premises is for lease, the signs may only be put up on the Premises within the last 3 months of the Term.

5.6 Caveats

- (a) 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.
- (b) The Tenant irrevocably appoints the Landlord and every officer of the Landlord, severally, the agent and attorney of the Tenant to execute and register at the office of titles in Western Australia:
 - (i) a withdrawal of any absolute caveat registered by, or on behalf of, the Tenant against any portion of the certificate of title to the land of which the Premises forms part at any time; and
 - (ii) a withdrawal of a "subject to claim" caveat registered by, or on behalf of, the Tenant at any time later than 7 days after the expiry or earlier determination of this Lease.

6. Maintenance and repair

6.1 Repair and maintenance

(a) Landlords obligations:

The Landlord must, at its cost:

- (i) keep the structural components of the Premises in good and substantial repair and condition, including the foundations, floors, load-bearing walls, roof, roof structure, external walls and other structural elements of the building;**
- (ii) repair any inherent structural defect in the Premises;**
- (iii) repair damage to the structural components of the Premises, except to the extent that the damage was caused or contributed to by the negligent or wilful act or omission of the Tenant or the Tenant's Employees; and**
- (iv) undertake major repairs, replacements and renewals required because of the age deterioration, inherent defect or failure of a structural component of the Premises,**

other than ordinary maintenance arising from the Tenant's use of occupation of the Premises.

Except for works reasonably required to address an immediate risk to health or safety, prevent material damage to the Premises or preserve the structural integrity of the building, the timing and scope of works under this clause are subject to Council allocating sufficient funds in the Landlord's annual budget. If sufficient funds have not been allocated, the Landlord may, acting reasonably, defer, stage or prioritise the works until funding becomes available.

(b) Tenant's obligations:

Subject to clause 6.1(a), the Tenant must:

- (i) keep the non-structural parts of the Premises reasonably clean and in good repair and condition, except for fair wear and tear, inevitable accident, inherent defect and damage that the Landlord is required to repair under this Lease;
- (ii) maintain the Tenant's Property and any fixtures, fittings or equipment installed by or for the Tenant;
- (iii) fix any damage to the Premises caused or contributed to by the negligent or wilful act or omission of the Tenant or the Tenant's Employees; and
- (iv) promptly notify the Landlord of any structural defect, damage or condition requiring repair.

(c) Access for works

The Landlord may enter the Premises to carry out its obligations under this clause after giving the Tenant reasonable notice, except in an emergency. The Landlord must use reasonable endeavours to minimise disruption to the Tenant's business.

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 0, the Tenant must obtain the Landlord's and the Minister for Lands written consent 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 Landlord's building insurance

The Landlord must, at its cost, maintain insurance with a reputable insurer for:

- (a) The building and structural improvements forming part of the Premises for their full replacement and reinstatement value;
- (b) The entire outdoor undercover area, but not including liability or damage arising from the Tenant's or the Tenant's Employees use;
- (c) The Landlord's fixtures, fittings and other property forming part of the Premises for their full replacement value; and
- (d) Such other risks relating to the building as the Landlord reasonably considers appropriate.

8.2 Tenant's insurance

The Tenant must, at its cost, maintain insurance on usual commercial terms with an insurer authorised under the Insurance Act 1973 (Cth) for:

- (a) Public liability for at least \$20,000,000 for any one occurrence;
- (b) The Tenant's Property, stock, equipment, fixtures and fittings for their full replacement value;
- (c) Plate glass forming part of or serving the Premises;
- (d) Workers' compensation and employer's liability insurance as required by law; and
- (e) Any other insurance reasonably required in connection with the Tenant's business or occupation of the Premises.

8.3 Insurance requirements

- (a) The Tenant's policies under clause 8.2 must note the Landlord's interest where reasonably appropriate.
- (b) Each party must, on reasonable request, provide the other party with evidence that the insurance it is required to maintain under this Lease is current.
- (c) Neither party may do anything that it knows, or ought reasonably to know, may invalidate the other party's insurance or materially increase the premium payable under that insurance.

8.4 Tenant's release and indemnity

- (a) The Tenant occupies and uses the Premises at its own risk. The Tenant also carries out building work on the Premises at its risk.

- (b) The Tenant releases the Landlord and the Minister for Lands from and indemnifies it 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 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 deliberate act or wilful negligence.
- (c) The Tenant releases the Landlord and the Minister for Lands from and indemnifies the Landlord and the Minister for Lands against any Claim or costs arising from anything the Landlord is permitted to do under this Lease.

9. Occupational Safety and Health Act

- (a) The Tenant acknowledges and agrees that for the purpose of the Occupational Safety and Health Act 1984 (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 14 days;
- (b) the Tenant breaches any other term of this Lease and such breach is unremedied within 10 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 Outgoings (clause 4);
- C. to use the Premises for only the Permitted Use (clause 5.1);
- D. to comply with Official Requirements and Rules (clause 5.4);
- E. to repair (clause 6); and
- F. not to assign, sublet or deal with the Lease without consent (clause 0).

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

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

- (a) the Tenant abandons the Premises;
- (b) the Landlord elects to re-enter the Premises or terminate this Lease;
- (c) the Landlord accepts the Tenant's repudiation; or
- (d) 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.

11. Termination of Term

11.1 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; and
- (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.

11.2 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 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 email address; 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 emailing it to the Landlord's office set out in Item 1 of the 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;
 - (iv) for any Landlord's consent under this Lease; and
 - (v) for obtaining the Landlord's mortgagee's consent to 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 6 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 (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;
- (c) Upon such extension of lease commencing and during any extended term the Tenant shall pay such rent as is agreed or determined in accordance with the provisions of this Lease.

14. Damage and destruction

14.1 Definitions

In this clause:

- (a) **abatement** notice means a notice given under clause (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 (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 (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 months' 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 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. 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.

18. 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

Shire of Denmark of 953 South Coast Highway Denmark WA 6333

2. Tenant

Haikam Sihapayaxay trading as Gin Lao of 10/75 Lapko Road, Shadforth WA 6333

3. Land

3.1 Reserve

Reserve Number 24913

3.2 Purpose

Recreation and Public Recreation

3.3 Premises

Part of Lot 556 on Deposited Plan 71707 comprised in Qualified Certificate of Crown Land Title Volume LR3162 Folio 172 as marked on Appendix A.

4. Term

4.1 Period

2 years 0 months

4.2 Commencing Date

1 October 2026

4.3 Termination Date

30 September 2028

5. Further term

5.1 Period One

3 years 0 months

5.2 Commencing Date

1 October 2028

5.3 Period Two

3 years 0 months

5.4 Commencing Date

1 October 2031

6. Rent

\$1.00 per annum (plus GST), subject to review in accordance with the Lease.

7. Rent review dates

7.1 Market Review Dates

Prior to commencement of Further Terms, Period One and Period Two.

7.2 CPI Review Dates

Annually, excluding the market review years

8. Permitted Use

Kiosk

9. Landlord's Property

Nil

10. Tenant's Property

Nil

11. 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:

11.1 Water Use Charges

The Landlord agrees to pay for reasonable water use by the Tenant given that there is no infrastructure in place to sub-meter the premises.

11.2 Upgrades to the Premises

The Tenant agrees to facilitate the following installations and improvements within the first 3 months of the lease commencement date, to the satisfaction of the Landlord:

1. Install a stainless steel bench with integrated sink in the storeroom, including connection of plumbing services through the adjoining wall.
2. Install hygienic wall cladding behind the stainless steel bench in the storeroom and above the splashback area within the kiosk.
3. Replace the existing sensor-operated storeroom light with a manually operated on/off switch.
4. Supply and install a flyscreen to the storeroom door.
5. Supply and install an insect control device within the kiosk area.

11.3 Outdoor Area

The Tenant agrees to permit the public access to the outdoor area outside of its operating hours. The Tenant retains the right to exclusive use during operating hours.

Appendix A – Leased Premises

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Appendix B – Ministerial Consent

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