

Dated: 2018

LEASE FOR THE NANNUP CARAVAN PARK

BETWEEN THE

SHIRE OF NANNUP (LESSOR)

and

MAY LEECE PTY LTD

(ACN 114 761 447)

(LESSEE)

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LEASE

This Lease dated the _____ day of _____ 2018

PARTIES SHIRE OF NANNUP of Adam Street, PO Box 11 Nannup, Western Australia (“the Lessor”)

And

The person or persons described in Item 1.1 of Schedule 1 (“the Lessee”)

RECITALS

- A. The Lessor has the Lessor’s Interest in the Land.
- B. The Lessor has agreed to lease the Premises to the Lessee on and subject to the terms and conditions of this Lease.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

In this Lease, unless the context requires otherwise:

“**Authority**” means any federal, state, local or quasi-governmental body or authority or any public body or authority;

“**Authorised Person**” means:

- (a) an agent, employee, licensee, contractor or invitee of the Lessee;
- (b) any person visiting the Premises with the express or implied consent of any person referred to in paragraph (a) of this definition; and
- (c) any person claiming under or through the Lessee;

“**Caravan Park Laws**” means the *Caravan Park and Camping Ground Act 1995 (WA)* and the *Caravan Parks and Camping Ground Regulations 1997 (WA)* as amended from time to time;

“**Commencement Date**” means the commencement date of the Term specified in Item 1.3 of Schedule 1;

“**Financial Year**” means a year beginning on 1 July and ending on the following 30 June;

“**Health Act**” means the *Health Act 1911 (WA)* as amended from time to time;

“**Insured Risks**” means risk of damage or destruction by aircraft, earthquake, explosion, water, fire, flood, riot, civil commotion, burglary, lightning, storm and tempest and such other normal commercial risks as the Lessor may nominate by notice to the Lessee from time to time;

“Land” means the land described in Item 1.2 of Schedule 1;

“Lessee” if only one Lessee is a party means the Lessee and the executors, administrators and permitted assignees of the Lessee and if there are two or more Lessees means the Lessees and each of them and each of their executors, administrators and permitted assigns and if the Lessee or any of the Lessees shall be a corporation includes the successors and permitted assigns of the Lessee;

“Lessee’s Operations” means the operations and activities carried on by the Lessee from the Premises;

“Lessor” if only one Lessor is a party means the Lessor and the executors, administrators and assigns of the Lessor and if there are two or more Lessors means the Lessors and each of them and each of their executors, administrators and assigns and if the Lessor or any of the Lessors shall be a corporation includes the corporation and its successors and assigns;

“Lessor’s Interest” means the Lessor’s interest in the Land which interest is described in Item 1.2 of Schedule 1;

“Lessor’s Works” means any construction, refurbishment, upgrade and renovation works carried out or to be carried out on or to the Premises as notified to the Lessee by the Lessor from time to time;

“Local Government Act” means the *Local Government Act 1995 (WA)* as amended from time to time;

“Minister” means the Minister for Lands, a body corporate under section 7 of the *Land Administration Act 1997 (WA)*;

“Permitted Purpose” means the purpose specified in Item 1.6 of Schedule 1;

“Premises” means the premises described in Item 1.2 of Schedule 1 including the building or buildings, the Lessor’s fixtures and appurtenances and all other fixed improvements thereon;

“Property Law Act” means the *Property Law Act 1969 (WA)* as amended from time to time;

“Rate of Interest” means the general maximum rate of interest charged from time to time by the Lessor on overdue or unpaid rates;

“Rates and Taxes” means all municipal rates, water rates, taxes (including Federal or State Land Tax and Metropolitan Region Improvement Tax calculated on a single land holding basis), charges and other assessments and impositions of any type which may be assessed, charged or imposed on land and buildings or the owner or occupier of land and buildings;

“Rent” means the annual rent payable by the Lessee to the Lessor as specified in Item 1.4 of Schedule 1;

“Rent Review Date” means the rent review dates specified in item 1.5 of Schedule 1;

“**Term**” means the term of this Lease as specified in Item 1.3 of Schedule 1 and where the context permits means any shorter period in the event of the early determination of the Term in accordance with this Lease;

“**Turnover**” means the aggregate of all sums of money or other consideration received or receivable for all goods sold, leased, hired or otherwise disposed of and for all services sold or performed and from all business of any nature whatever conducted at, in front of or upon the Premises by the Lessee; and

“**Written Law**” has the same meaning given to that term in the *Interpretation Act 1984* (WA).

1.2 Interpretation

In this Lease, unless the context indicates a contrary intention:

- (a) words suggesting the singular include the plural and vice versa;
- (b) words suggesting any gender include any other gender;
- (c) a reference to a day means any day, which is not a Saturday, Sunday or a public holiday in Western Australia;
- (d) reference to a person includes a company, corporation, and unincorporated or incorporated association or statutory authority;
- (e) references to clauses, paragraphs, subparagraphs and Schedules are to clauses, paragraphs, and subparagraphs of, and schedules to this Lease as amended from time to time in accordance with the terms of this Lease;
- (f) a document will be incorporated into and form part of this Lease if the parties sign the document and it is referred to in this Lease and a reference to such a document is to that document as amended from time to time in accordance with the terms of this Lease;
- (g) headings used for clauses, paragraphs, subparagraphs, Schedules and the table of contents are for ease of reference only and will not affect the interpretation of this Lease;
- (h) references to any Lease or instrument are to that Lease or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (i) references to laws include any modification or re-enactment of those laws, or any legislative provisions substituted for such laws, and all orders, local laws, planning schemes, by-laws, regulations and other statutory instruments issued under those laws;
- (j) use of the words “includes” or “including” means without limitation, unless the contrary intention appears;
- (k) a reference to any body is:
 - (i) if that body is replaced by another organisation, deemed to refer to that organisation; and

- (ii) if that body ceases to exist, deemed to refer to the organisation which most nearly or substantially serves the same purposes or objects as that body; and

- (l) all dollar amounts specified in this Lease are in Australian dollars.

2. LEASE

2.1 Lease

- (1) In consideration of the Lessee agreeing to duly pay the Rent and other money payable under this Lease and to duly observe and perform the Lessee's obligations under this Lease, the Lessor grants a lease to the Lessee and the Lessee takes a lease of the Premises on and subject to the terms of this Lease.
- (2) This Lease is subject to and expressly conditional upon:
 - (a) the Lessee obtaining an appropriate licence under the Caravan Parks Laws to carry out the Permitted Purpose at the Premises;
 - (b) to the extent required (if at all), the Lessor complying with the procedures it is required to comply with under any Written Law; and
 - (c) the approval in writing of the Minister being obtained under the *Land Administration Act 1997 (WA)*.

2.2 Term

Subject to the provisions of this Lease, the Premises will be held by the Lessee as tenant for the Term.

2.3 Rent

- (1) The Lessee shall pay the Rent to the Lessor in the manner specified in Item 1.4 of Schedule 1 at the Lessor's address in this Lease or any other address stipulated by the Lessor or by any other method specified by the Lessor, including without limitation by direct bank deposit, without deduction or set-off (including but not limited to equitable set-off).
- (2) Without limiting clause 2.4, the provisions of clauses 2.4(3), 2.4(4) and 2.4(5) apply to the Rent payable on the Commencement Date.

2.4 Rent Review

- (1) On each Rent Review Date, the Rent shall be reviewed to the rent corresponding to the particular Rent Review Date in Item 1.5 of Schedule 1.
- (2) One month before each Rent Review Date, the Lessee must deliver to the Lessor a notice in writing estimating the Lessee's Turnover for the next Financial Year and specifying the amount of Rent the Lessee will pay to the Lessor on the relevant Rent Review Date.
- (3) Within 2 months after the end of each Financial Year, or within 2 months after the expiry of the Term as the case may be, the Lessee must deliver

to the Lessor a certificate from the Lessee's Accountant certifying the Turnover during that Financial Year.

- (4) Each certificate of Turnover must be prepared in accordance with relevant principles and requirements of the applicable accounting standards made by the Australian Accounting Standards Board, as in force from time to time.
- (5) If the certificate of Turnover discloses:
 - (a) that the Lessee's estimated Turnover for the relevant Financial Year is greater than the actual Turnover for that Financial Year, the Lessor shall pay to the Lessee the amount of the overpayment of Rent for that Financial Year; or
 - (b) that the Lessee's estimated Turnover for the relevant Financial Year is less than the actual Turnover for that Financial Year, the Lessee shall pay to the Lessor the amount of the underpayment of Rent for that Financial Year.

2.5 Lessee responsible as if owner

The Lessee is subject to the same responsibilities relating to persons and property during the Term as if the Lessee were the owner of the Premises.

3. LESSEE'S OBLIGATIONS

3.1 Rates and Taxes

- (1) The Lessee shall pay to the Lessor within one 1 month, or if the demand is made to the Lessee by any relevant Authority then to that Authority on demand all Rates and Taxes charged upon or in respect of the Premises.
- (2) The Lessor agrees to waive Shire land rates and taxes for the Term of this Lease.

3.2 Services

- (1) The Lessee shall punctually pay to the Lessor or, if demand is made by a service provider or other relevant Authority, to that service provider or Authority all amounts separately charged or assessed in respect of the Premises or the Lessee for or in connection with services which are either provided to or used on the Premises, including, but not limited to, all water, gas, electricity, telecommunications and other utility services and the cost of installation of any meter, wiring or other device necessitated by the use of telecommunication services, electricity, gas or power.
- (2) The Lessee must observe and comply with any conditions of supply of services imposed by the Lessor, or where no conditions of supply are imposed by the Lessor, observe and comply with the conditions of supply of services imposed by the service provider or any relevant Authority.
- (3) If any service is not provided by the Lessor, the Lessee is responsible to make the Lessee's own arrangements at the Lessee's own cost for the

supply of the service to the Premises and all associated facilities. For the avoidance of doubt, the Lessor is not obliged to provide or to facilitate the procuring of any services or facilities to or for the Premises.

3.3 Maintenance

- (1) The Lessee shall maintain:
 - (a) the Premises;
 - (b) any services and facilities serving the Premises or the Lessee, including, but not limited to, all water supply, drainage, sewerage, plumbing, gas, electrical, telecommunications and data fixtures, fittings and appliances in or on the Premises;
 - (c) all fixtures and fittings of the Lessor in or on the Premises;
 - (d) all fixtures and fittings of the Lessee in or on the Premises; and
 - (e) all floor coverings in or on the Premises (regardless of ownership),

in a state of condition and repair that is good, safe, clean, rubbish free, obstruction free and tidy.
- (2) The Lessee shall replace all broken, damaged or worn:
 - (a) windows or plate glass;
 - (b) fixtures and fittings of the Lessor in or on the Premises (including heating, lighting, electrical or gas equipment, fittings and consumables);
 - (c) all fixtures and fittings of the Lessee in or on the Premises (other than stock in trade); and
 - (d) all floor coverings in or on the Premises (regardless of ownership),

with replacements of equivalent design and quality to the broken, damaged or worn item when it was new and of a colour and type approved by the Lessor (such approval not to be unreasonably withheld).
- (3) The Lessor is required to effect all necessary structural repairs to the Premises except where:
 - (a) major structural repairs are required to be carried out in, on or to the Premises or the fixtures or fittings of the Lessor; and
 - (b) the structural damage has been caused by an Insured Risk and is or will be reinstated from the proceeds, received by the Lessor, of any claim made against any insurance policy of the Lessor in relation to the Premises.
- (4) The exception in subclause (3) does not apply where:
 - (a) the damage was caused or contributed to by any act or omission of the Lessee or any Authorised Person; or

- (b) the insurance moneys claimed cannot be recovered or are reduced due to any act or omission of the Lessee or any Authorised Person.
- (5) The Lessee shall carry out all maintenance and replacement under this clause 3.3:
 - (a) promptly;
 - (b) by suitably qualified tradespersons;
 - (c) with high class workmanship and good quality materials;
 - (d) in accordance with the requirements of all relevant Authorities and all laws and standards; and
 - (e) to the satisfaction of the Lessor.
- (6) The parties acknowledge and agree that:
 - (a) without derogating from the Lessee's obligation under subclause (1), the Lessee agrees, within 7 days after receipt of a property condition report from the Lessor, to sign and return the report noting any variations;
 - (b) the property condition report when signed by the parties shall be taken to be a true and correct description of the Premises as at the date of the report;
 - (c) if the Lessee fails to sign the property condition report, noting any variations, and to return it to the Lessor within 7 days after receipt, then the property condition report provided by the Lessor shall be taken to be a true and correct description of the Premises as at the date of the report; and
 - (d) the said property condition report will be prepared internally by the Shire.

3.4 Cleaning

The Lessee shall keep and maintain the Premises well cleansed and drained in good and sanitary condition and properly disinfected, free from rubbish, refuse and disused material of any kind and the Lessee shall observe, perform, discharge, execute and take such sanitary measures and precautions and, subject to clause 3.20, construct such works and make such amendments, alterations and additions to the Premises at any time as shall during the Term be required by any relevant Authority or under any Written Law.

3.5 Make good damage

At the Lessee's own expense from time to time the Lessee shall make good any breakage, defect or damage to the Premises or any adjoining premises or facilities or any other property caused by want of care misuse or abuse on the part of the Lessee or any Authorised Person or otherwise occasioned by any breach or default of the Lessee under this Lease.

3.6 Repainting

Without limiting the generality of clause 3.3, as often as is necessary in the reasonable opinion of the Lessor at the Lessee's own expense the Lessee shall paint, colour, varnish and paper to the reasonable satisfaction of the Lessor all such parts of the Premises as have been previously painted coloured varnished or papered.

3.7 Abatement of nuisances

- (1) The Lessee shall not do or omit to do any act matter or thing which may be or be deemed to be a nuisance within the meaning of the Health Act or any other Written Law applicable to the Premises or the use or occupation of the Premises by the Lessee and the Lessee will immediately abate any such nuisance or alleged nuisance.
- (2) The Lessee shall ensure that the Premises are not used in any manner which may be or become a nuisance, disturbance or annoyance to the quiet enjoyment of any occupier of any premises in the vicinity of the Premises and on being required to do so by the Lessor or any employee or agent of the Lessor the Lessee shall immediately abate the nuisance, disturbance or annoyance.

3.8 Pests

- (1) The Lessee shall, at the Lessee's expense, take reasonable measures to keep the Premises free of ants, termites, rodents, pests and vermin.
- (2) Without limiting subclause (1), the Lessee shall in every 12 months of the Term, arrange for a qualified pest control expert to inspect the Premises and carry out all pest control measures that, in the opinion of the pest control expert, are necessary to keep the Premises free of ants, termites, rodents, pests and vermin.
- (3) The Lessor may request at any time, and the Lessee shall promptly provide, written evidence that the obligation in subclause (2) is or has been complied with.

3.9 Living in premises

The Lessee shall not use or permit the use of any part of the Premises as a residence or for any purpose other than the Permitted Purpose.

3.10 Defacing

The Lessee shall not mark, paint, drill, write on or in any way deface any wall, ceiling, floor, wood, stone or ironwork of the Premises unless permitted by this Lease.

It is recognised that movement of hooks, screws, signs, furniture and equipment is part of running an effective business. As such the Lessee, on or before the execution of this Lease, is to satisfy itself that the Premises are in a good state of repair similar to the property condition report received by the Lessee under clause 3.3.

3.11 Rubbish

The Lessee shall not permit any rubbish or garbage to accumulate on the Premises unless confined in suitable containers which are to be located so as not to be visible to members of the public.

3.12 Disorderly behaviour

The Lessee shall prevent disorderly behaviour and indecent language at the Premises.

3.13 Compliance with Written Laws

The Lessee shall comply with and satisfy any obligations or requirements under any Written Law that is applicable to the Premises or the use or occupation of the Premises, including but not limited to the Local Government Act, the Health Act and the Caravan Parks Laws.

3.14 Permitted Purpose

- (1) The Lessee shall only use the Premises for the Permitted Purpose or for any other purpose first approved in writing by the Lessor.
- (2) The Lessee shall at all times conduct the Lessee's Operations in a proper and businesslike manner and with due diligence and efficiency.

3.15 Insurances

The Lessee shall, at the Lessee's expense, effect and keep current, with an insurance company approved by the Lessor, the following insurances in relation to the Premises:

Public risk

- (a) A policy covering public risk which will:
 - (i) be in the name of the Lessee, the Lessor, the Lessor's agent, managers, employees, representatives and contractors and provide for a minimum cover of ten million dollars (\$10,000,000.00) for each accident, claim or event or such higher amount as the Lessor may reasonably require by notice to the Lessee; and
 - (ii) extend to cover any liability for the death or illness of, or injury to, any person or loss, destruction or damage to any person's property sustained when such person is using or entering or near any entrance, passage, stairway, display or display window in or on the Premises, or sustains the injury or damage as a result of an act or omission of the Lessee or its Authorised Persons operating a business on or from the Premises, or sustains the injury or damage as a result of consuming food or drink supplied on or from the Premises or as a result of goods sold on or from the Premises; and
 - (iii) require the insurance company and the Lessee to give the Lessor at least 30 days written notice before either cancellation of the policy or a reduction in its level or extent of cover; and

- (iv) incorporate a cross liability and waiver of subrogation clause in favour of the Lessor; and
- (v) provide cover which is primary and not contributory with any policies effected by the Lessor or the Lessor's agents, managers, employees, representatives or contractors;

Glass

- (b) a policy in the name of the Lessee and the Lessor covering the full insurable value on a replacement or reinstatement basis of all glass on the Premises including all plate glass windows and doors on the Premises. The Lessee agrees that all money received under any insurance policy effected under this clause will be used to replace or reinstate any damaged or broken glass on the Premises. If such money is insufficient to meet the cost of the reinstatement then the Lessee shall, at the Lessee's expense, reinstate the damaged glass to the Lessor's satisfaction; and

Fittings and chattels

- (c) a policy covering the full insurable value on a replacement or reinstatement basis of all the Lessee's fittings, fixtures and chattels contained in or about the Premises against loss or damage resulting from the Insured Risks.

3.16 Evidence of insurance cover

- (1) Before taking possession of the Premises, the Lessee shall give the Lessor a copy of each of the insurance policies required to be procured and maintained by the Lessee under this Lease.
- (2) Within 7 days after the expiration of each policy term, the Lessee shall give the Lessor satisfactory evidence that the policies have been renewed.

3.17 Not to void insurances

The Lessee shall not by any act or omission cause or allow anything to be done which might result in any insurance policy effected under this Lease becoming void or voidable or which might increase the premium on any policy.

3.18 Compliance with insurance regulations

- (1) The Lessee shall comply with insurance, sprinkler and fire alarm regulations as they relate to the use of the Premises.
- (2) The Lessee shall pay to the Lessor the cost of any alterations to any sprinkler or fire alarm installation which may become necessary by reason of the non-compliance by the Lessee with the regulations of the Insurance Council of Australia or the requirements of the Lessor's insurer or both of them.
- (3) The Lessee shall pay to the Lessor on demand the Lessor's costs of carrying out:

- (a) any testing and servicing of fire equipment and systems and of electrical equipment which may be required by law or recommended by any relevant Authority; and
- (b) any alteration to any fire equipment and systems which may become necessary by reason of non-compliance by the Lessee with the requirements of any insurer or relevant Authority.

3.19 Indemnity

- (1) The Lessee shall indemnify the Lessor and keep the Lessor indemnified from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses for which the Lessor becomes liable in respect of loss or damage to property or death or injury of any nature and however or wherever sustained:
 - (a) which is caused or contributed to by the use or occupation of the Premises by the Lessee;
 - (b) resulting wholly or in part from an act or omission of the Lessee or any Authorised Person or any breach or non-observance of the Lessee's obligations under this Lease; or
 - (c) resulting from a notice, claim or demand against the Lessee to do or refrain from doing any thing except to the extent that the Lessor is obliged by this Lease to pay for or contribute to the cost of compliance with the notice, claim or demand and fails to do so.
- (2) The obligation of the Lessee to indemnify the Lessor under this Lease or at law is not affected by the obligation of the Lessee to effect insurance and all indemnities shall survive the termination of this Lease.
- (3) The Lessee also indemnifies the Crown and the Minister and the agents, managers, employees, representatives and contractors thereof against any liability or loss arising from and any costs, charges and expenses incurred in connection with:
 - (a) any damage to the Premises or any loss of or damage to any thing on it; and
 - (b) any injury to any person on the Premises,
 and for which the Crown or the Minister become liable.

3.20 Alterations and improvements

The Lessee shall not, without the prior written consent of the Lessor, make or permit to be made any alteration or addition to the Premises or remove from the Premises any improvement and the Lessee shall not cut, destroy or damage or suffer to be cut, destroyed or damaged any of the walls, floors, ceilings, plumbing, gas or electrical fixtures or fittings or timbers.

3.21 Notice of defects

The Lessee shall give to the Lessor immediate notice in writing of:

- (a) any damage to or defect in the Premises or the water or sewerage pipes, gas pipes, electrical light fixtures or any plant fittings or equipment in the Premises; and
- (b) any other events or circumstances that are likely to cause damage or risk to the Premises or any person in the Premises.

3.22 Sale of alcohol

The Lessee shall not sell or permit the sale of any alcohol or alcoholic beverage on the Premises except with the prior written consent of the Lessor and in accordance with a licence granted to the Lessee under the *Liquor Licensing Act 1988* (WA).

3.23 Assignment or subletting

- (1) The Lessee shall not assign, sublet or part with possession of the whole or any part of the Premises except:
 - (a) the Lessee is permitted in the course of the business of a caravan park and camping ground to let caravan sites and camp sites for short term holiday use, provided that no site may be let for a period exceeding 3 months without the Lessor's consent; and
 - (b) the Lessee will not be in breach of the covenant under this subclause (1) if the Lessee has obtained the prior written consent of the Lessor, which shall not be unreasonably withheld.
- (2) Sections 80 and 82 of the Property Law Act are hereby expressly excluded.
- (3) Where the Land is Crown land, the prior written consent of the Minister for Lands is required under subclause (1) in addition to the consent of the Lessor.
- (4) The Lessee agrees that the Lessor and the Minister may, before giving approval in writing, require such information concerning the transaction for which approval is sought as the Lessor and the Minister may specify.
- (5) The Lessor and the Lessee acknowledge that if in granting its consent to any assignment or sublease the Lessor has to first comply with or satisfy any obligations or requirements under any Written Law, including but not limited to section 3.58 of the Local Government Act (**Assignment/ Sublease Condition Precedent**), then the Lessor's consent is made expressly conditional upon and subject to satisfaction of the Assignment/Sublease Condition Precedent.
- (6) If the Lessee is a company whose shares are not listed on any Stock Exchange in Australia, any Change in Control of the Lessee (or if the Lessee is a subsidiary, any Change in Control of its holding company) will be deemed to be an assignment of the Lessee's interest in this Lease and the preceding paragraphs of this clause 3.23 will apply to such an assignment. In this clause, "Change in Control" means control of more than 50% of the shares with the right to vote at general meetings of the company.

- (7) The Lessee shall not mortgage, encumber or charge the whole or any part of the Premises or this Lease.

3.24 Signs

- (1) The Lessee shall not, without the prior written consent of the Lessor, affix or exhibit or permit to be affixed to or exhibited upon any part of the exterior of the Premises or in any place visible from outside the Premises any placard, sign, notice, poster, hoarding or advertisement.
- (2) Any signs to be approved by the Lessor must be in keeping with current signage on the Premises or must otherwise comply with the Lessor's signage requirements.

3.25 Costs

- (1) The Lessee shall pay to the Lessor on demand all costs, charges and expenses of and incidental to the negotiation, preparation, execution, completion and stamping of this Lease (including stamp duty) and all copies of this Lease.
- (2) The Lessee shall pay to the Lessor on demand all costs, charges and expenses incurred by the Lessor in connection with:
 - (a) the preparation and service of any notice under section 81 or any other section of the Property Law Act requiring the Lessee to remedy a breach of a provision of this Lease; and
 - (b) any breach of a provision of this Lease on the part of the Lessee.
- (3) The costs, charges and expenses referred to in subclauses (1) and (2) above include, but are not limited to:
 - (a) taxes, fees, fines and penalties which may be payable in connection with this Lease;
 - (b) all legal costs and expenses on a full indemnity basis;
 - (c) all labour costs and surveyors' fees; and
 - (d) all interest which the Lessor is entitled to claim.

3.26 Lessee to make good

- (1) At the expiration or sooner determination of this Lease (no matter how that arises), the Lessee shall:
 - (a) yield up the Premises to the Lessor and deliver to the Lessor all keys, access cards and other security devices for the Premises;
 - (b) leave the Premises in a condition that is clean, rubbish free and consistent with full compliance by the Lessee with its obligations under this Lease;
 - (c) remove from the Premises all fixtures, fittings and chattels brought onto the Premises by or for the use of the Lessee except for any structural improvements and any fixtures, fittings and

chattels provided for the use of the Lessee and which the Lessor determines should remain in the Premises, and immediately make good any damage caused by such removal to the satisfaction of the Lessor; and

- (d) remove any lettering, signs, names, advertisements and notices erected, painted, displayed or affixed onto or within the Premises and make good any damage caused by reason of such erection, painting, displaying, affixing or removal to the satisfaction of the Lessor.
- (2) If the Lessee fails to comply with any of its obligations under subclause (1), the Lessee shall pay the Lessor within 10 days after the Lessor requests payment, any costs reasonably incurred by the Lessor for doing the thing which should have been done by the Lessee but which has not been done or which the Lessor considers has not been done properly.
 - (3) Without limiting subclause (2), if the Lessee fails to remove its fixtures, fittings and chattels as required by subclauses (1)(c) and (1)(d) above the Lessor may do any or all of the following:
 - (a) remove and store any of them in such a manner as the Lessor determines at the Lessee's expense; or
 - (b) sell or dispose of them and apply the proceeds of sale towards payment of any unpaid Rent or other money payable under this Lease; or
 - (c) elect that the Lessee's property is the absolute property of the Lessor and to deal with the Lessee's property as the Lessor sees fit.

3.27 No registration or caveat

- (1) Neither the Lessee nor any agent or other person acting on behalf of the Lessee shall without the prior written consent of the Lessor register this Lease or lodge any absolute caveat against the certificate of title to the Land to protect the interests of the Lessee under this Lease.
- (2) If this Lease or any such caveat is registered or lodged, the Lessee, in consideration of the Lessor having granted this Lease to the Lessee, hereby irrevocably appoints the Lessor and each and every one of the employees or agents of the Lessor jointly and severally for the Term and for a period of 6 months after the Term as the agent and attorney of the Lessee to sign all documents and do all things necessary to surrender or withdraw any such lease or caveat and the cost of any such surrender or withdrawal shall be borne and paid by the Lessee to the Lessor upon demand.

3.28 Interest on arrears

- (1) The Lessee shall pay to the Lessor on demand interest at the Rate of Interest plus 2% on all moneys owing by the Lessee but unpaid in breach of the provisions of this Lease for more than 14 days.

- (2) Such interest is to be calculated on a daily basis on the total of the moneys owing from time to time and computed from and including the due date for payment until the date of actual payment.

3.29 Lessee's office holders

Where the Lessee is an incorporated association or a body corporate, the Lessee shall deliver to the Lessor, within 10 days after the Lessor makes a request, a current list of the names and addresses of the office holders of the Lessee.

3.30 Vandalism

The Lessee shall immediately report to the Lessor any acts of vandalism or any incident which occurs on or adjacent to the Premises which is, or is likely to involve, a breach of the peace or become the subject of a report to the police.

3.31 Storage of dangerous materials

The Lessee shall not store or use (including for heating or lighting) any inflammable liquids, acetylene gas, dangerous chemicals, volatile or explosive oils, compounds or substances on the Premises unless:

- (a) ordinarily required for the Permitted Purpose; and
- (b) such storage or use complies in every respect with the requirements of any applicable Written Law or any relevant Authority.

3.32 Ownership of improvements

The Lessee acknowledges and agrees that any building or improvement constructed or erected on the Premises by the Lessee is or shall become the property of the Lessor upon completion of the building or improvement and shall form part of the Premises for the purposes of this Lease and the Lessee shall have no claim for compensation in respect thereof unless removed by the Lessee before the expiration of the Term.

3.33 Special conditions

The Lessee shall observe and perform the special conditions set out in Schedule 2.

4. QUIET POSSESSION

If the Lessee pays the Rent and other monies payable under this Lease, and performs its covenants contained in this Lease, it will peaceably possess and enjoy the Premises for the Term without any interruption from the Lessor or any person lawfully claiming through, from or under it, subject always to the rights, powers, remedies and reservations of the Lessor contained in this Lease and subject to the rights of the Crown.

5. LESSOR'S RESERVED RIGHTS

Without limiting any other provision of this Lease, the Lessor reserves the following rights:

5.1 Right to enter

- (1) The Lessor may by itself or its agents, managers, employees, representatives or contractors enter the Premises at all reasonable times on the giving of reasonable notice, or immediately in the case of emergency, with or without workmen, plant, equipment and materials to:
 - (a) view the state of repair and condition of the Premises and leave upon the Premises a notice specifying any lack of repair, neglect or defect to be remedied by the Lessee within a specified time;
 - (b) comply with any requirement or order of any local government or other relevant Authority;
 - (c) carry out any maintenance, repairs, modifications, installations or extensions to the Premises or the plant and equipment or cables, pipes or wires within the Premises;
 - (d) erect, make, excavate, lay or install in, on, over or under the Premises any posts, drains, pipes, conduits, cables, wires or other apparatus requisite for any existing or future service to the Premises together with the like right to enter upon the Premises for the purpose of inspecting removing maintaining altering or adding to any such things relating to an existing service to the Premises;
 - (e) take inventories of fixtures;
 - (f) do anything which should have been done by the Lessee under this Lease but which has not been done or which the Lessor considers has not been done properly;
 - (g) view the Premises with any persons interested in the Premises; and
 - (h) exercise the rights and powers of the Lessor under this Lease,

but in exercising these rights the Lessor shall use its reasonable endeavours not to cause any undue interference with the Lessee's Operations and to cause as little damage to the Premises as is reasonably possible and restoring them as soon as is practicable in the circumstances.
- (3) Where reasonable notice is required to be given by the Lessor under subclause (1) then such notice must state the reason for visitation.
- (4) The Lessee is required to comply with any notice given by the Lessor under subclause 1(a) to the satisfaction of the Lessor.
- (5) Without limiting clause 3.25, the Lessee shall pay to the Lessor on demand all costs, charges and expenses incurred by the Lessor in exercising its rights under subclause 1(f) together with interest thereon at a rate of 2% per annum greater than the Rate of Interest, which shall be a debt due by the Lessee to the Lessor and may be recovered by the Lessor in the same manner as if such debt represented Rent in arrears under this Lease.

5.2 Works by Lessor

The Lessor may by itself or its agents, managers, employees, representatives or contractors enter the Premises at all reasonable times with or without workmen, plant, equipment and materials to:

- (a) construct amenities for use by the public, including public toilets, on the Premises;
- (b) construct other new structures on the Premises;
- (c) alter, add to, extend, reduce the size of, or otherwise modify, structures on the Premises; and
- (d) any other Lessor's Works,

but in exercising these rights the Lessor shall use its reasonable endeavours not to cause any undue interference with the Lessee's Operations and to cause as little damage to the Premises as is reasonably possible and restoring them as soon as is practicable in the circumstances.

5.3 Granting easements etc

The Lessor may grant easements of support or any other easements or similar rights over any part of the Premises or the Land or dedicate, transfer or otherwise deal with any part of the Premises or the Land in favour of another person for any reason whatsoever except that the Lessor shall not without the Lessee's prior consent do anything which will substantially and permanently derogate from the quiet enjoyment of the Lessee's rights under this Lease by the Lessee.

6. MUTUAL AGREEMENTS

6.1 Default

If:

- (a) the Rent or any part of it is in arrears for 14 days even if it has not been formally demanded;
- (b) the Lessee breaches or does not comply with any provision whether expressed or implied in this Lease;
- (c) repairs required by any notice given by the Lessor under this Lease are not completed within the time specified in the notice;
- (d) any moneys owing to the Lessor other than the Rent whether under this Lease or any other account remains unpaid more than 14 days after a written demand for payment has been made by the Lessor to the Lessee;
- (e) the Lessee is a company and:
 - (i) an application is made to a court for an order or an order is made that the Lessee be wound up;

- (ii) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of the Lessee;
 - (iii) except for the purposes of reconstruction or amalgamation, the Lessee enters into a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of the Lessee's creditors;
 - (iv) the Lessee resolves to wind itself up or otherwise dissolve itself;
 - (v) the Lessee states that it is insolvent; or
 - (vi) the Lessee takes any step to obtain protection or is granted protection from its creditors under any applicable legislation;
- (f) the interest of the Lessee under this Lease is taken in execution;
 - (g) the Lessee or any Authorised Person conducts any business from the Premises after the Lessee has committed an act of bankruptcy;
 - (h) the Lessee abandons or vacates the Premises or ceases to carry on the Lessee's Operations from the Premises; or
 - (i) the Lessee being an incorporated association:
 - (i) is wound up or resolves to be dissolved or wound up voluntarily;
 - (ii) without the prior written consent of the Lessor, changes its name, objects or constitution;
 - (iii) is convicted of an offence under the Associations Incorporations Act 1987,

then the Lessor may at its option, and without prejudice to any other right, claim or remedy which the Lessor has against the Lessee or any other person, terminate this Lease by:

- (i) re-entering and taking possession of the Premises or any part of them, with force if necessary, and ejecting the Lessee and all other persons from the Premises; or
- (ii) by notice in writing to the Lessee to that effect.

6.2 Lessor's powers

If the Lessor exercises its powers under clause 6.1, this Lease will terminate but the Lessee will not be released from liability for any breach or non-observance of any provision of this Lease and the remedies available to the Lessor for recovery of arrears of Rent or for any antecedent breach or non-observance of any provision of this Lease will not be affected. For the avoidance of doubt, clause 3.26 applies to a termination of the Lease in these circumstances.

6.3 Destruction of the Premises

- (1) Where the Premises or any part of the Premises are at any time damaged or destroyed by fire, flood, lightning, storm or tempest so as to

make them unfit for the occupation and use of the Lessee, then from the date that the Lessee notifies the Lessor in writing of the damage or destruction (“**Damage Notice**”) the Rent or a proportionate part of the Rent, according to the nature and extent of the damage sustained, will abate and all remedies for recovery of the Rent, or such proportionate part of the Rent, will be suspended until the Premises are restored and made fit for the occupation and use of the Lessee or otherwise until the Lease is terminated under this clause 6.3.

- (2) On receipt of a Damage Notice, the Lessor:
- (a) may terminate this Lease by one month’s notice in writing to the Lessee without right or claim for damage by reason of such termination of the Lease but without prejudice to the rights of the Lessor for any antecedent breach or non-observance of any provision of this Lease by the Lessee;
 - (b) is not obliged to rebuild or restore the Premises or to make the Premises fit for the use and occupation of the Lessee; and
 - (c) shall, within 2 months after receiving the Damage Notice, give written notice to the Lessee advising the Lessee:
 - (i) whether or not the Lessor intends to rebuild or restore the Premises or make the Premises fit for the use and occupation of the Lessee; and
 - (ii) if the Lessor intends to rebuild or restore the Premises, how long that work is likely to take,
 unless the Lessor has terminated this Lease under subclause 2(a).
- (3) If the Premises are unfit for the use and occupation of the Lessee and:
- (a) the Lessor has given the Lessee notice under subclause 2(c) that it does not intend to rebuild or restore the Premises;
 - (b) the Lessor has given the Lessee no notice under subclause (2) and the Premises remain unfit for the use and occupation of the Lessee; or
 - (c) the Premises remain unfit for the use and occupation of the Lessee,
- the Lessee may terminate this Lease by one month’s notice in writing to the Lessor without right or claim for damage by reason of such termination of the Lease but without prejudice to the rights of the Lessee for any antecedent breach or non-observance of any provision of this Lease by the Lessor.
- (4) Subclauses (1) and (3) will not apply where:
- (a) the damage or destruction was contributed to, or caused by or arises from any act or omission of the Lessee or any Authorised Person or otherwise occasioned by any breach or default of the Lessee under this Lease; or

- (b) an insurer under any policy effected under this Lease refuses indemnity or reduces the sum payable under the policy because of any act, omission or default of the Lessee or any Authorised Person.
- (5) If this Lease is terminated under subclause (2) or (3):
- (a) all insurance money paid to Lessor or to the Lessee (other than that in relation to the Lessee's fixtures) as a result of the damage or destruction causing the Premises to be unfit for the use and occupation of the Lessee shall become the property of the Lessor; and
 - (b) so far as not already paid to the Lessor, shall be paid by the Lessee to the Lessor on demand.
- (6) Subclause (5) shall survive termination of this Lease.

6.4 Holding over

If the Lessee continues in possession of the Premises after the expiry of the Term then the Lessee shall be deemed to be holding over as a weekly tenant at a rent equal to the Rent payable immediately before the expiry of the Term and otherwise upon the terms and conditions contained in this Lease insofar as they are applicable and the weekly tenancy created by this clause may be terminated by either party giving one week's notice to the other at any time.

6.5 No waiver

- (1) No waiver (whether express or implied) by the Lessor of any breach of any covenant, obligation or provision contained or implied in this Lease will operate as a waiver of any other breach of the same or any other covenant, obligation or provision contained or implied in this Lease nor shall it operate as a waiver of the essentiality of any obligation which by virtue of this Lease is an essential term of this Lease.
- (2) In particular, any demand by the Lessor for, or any acceptance by the Lessor of Rent or other moneys payable under this Lease will not constitute a waiver by the Lessor of any breach of any provision in this Lease and will not create any new tenancy between the parties.
- (3) No custom or practice which has developed between the parties in the course of administering this Lease will be construed so as to waive or lessen the right of the Lessor to insist on the performance by the Lessee of all or any of the Lessee's obligations under this Lease.

6.6 No warranty

The Lessee acknowledges that it has entered into this Lease without relying on any representation or warranty by the Lessor or any of the Lessor's agents, managers, employees, representatives or contractors and after satisfying itself as to the suitability of the Premises for the Lessee's Operations.

6.7 Notices

- (1) Any notice or demand from the Lessor to the Lessee is to be taken to be duly served if left for the Lessee on the Premises, if mailed by prepaid letter addressed to the Lessee at the address given for the Lessee in this Lease or at such other address as the Lessee shall from time to time direct in writing or if sent by facsimile machine to the Lessee's facsimile machine.
- (2) Any notice or demand from the Lessee to the Lessor is to be taken to be duly served if mailed by prepaid letter addressed to the Lessor at the address given for the Lessor in this Lease or at such other address or in such other manner as the Lessor shall from time to time direct in writing.
- (3) A notice or demand posted mailed is to be taken to be duly served at the expiration of 48 hours after the time of posting mailing and any notice given by one party to the other may be signed on behalf of the party giving it by a director, secretary, chief executive officer or solicitor.

6.8 Approvals and consents

Except as expressly stated to the contrary in this Lease, the Lessor may, whenever its approval or consent is required under this Lease, give it conditionally or unconditionally or withhold it.

6.9 Entire Agreement

This document embodies the whole of the agreement between the parties and:

- (a) supercedes all prior communications, agreements, conditions and representations collateral or otherwise, whether written, oral, express or implied and whether consistent with this Lease or not; and
- (b) excludes any implied agreement between the parties,

relating to the Premises or the Lessee's occupation of the Premises.

6.10 Variations

This Lease may only be varied by instruments in writing executed by the Lessor and the Lessee.

6.11 Trustee Provisions

If the Lessee has entered into this Lease in the capacity of trustee, whether or not the Lessor has any notice of the trust, the Lessee:

- (a) is taken to enter into this Lease both as trustee and in the Lessee's personal capacity and acknowledges that the Lessee is personally liable for the performance of the Lessee's obligations under this Lease;
- (b) will take any action necessary to ensure the assets of the trust are available to satisfy any claim by the Lessor for any default by the Lessee;
- (c) will assign to the Lessor any right of indemnity the Lessee has against the assets of the trust to the extent of the liability of the Lessee under this Lease; and

- (d) warrants that the Lessee has the power and authority under the terms of the trust to enter into this Lease.

6.12 Cost of complying with obligations

Unless otherwise stated in this Lease, the Lessee must pay the cost of performing or complying with every obligation of the Lessee under this Lease.

6.13 Proper Law and Jurisdiction

This Lease is governed by the law in force in the State of Western Australia, or where applicable, the Commonwealth of Australia, and the parties consent to the jurisdiction of the courts of Western Australia.

6.14 Time for payment

Any amount payable by the Lessee to the Lessor unless otherwise specified must be paid to the Lessor within 7 days after the Lessor gives a notice to the Lessee requiring payment.

6.15 Time of the essence

Time shall be of the essence in all respects.

6.16 Certificates

A certificate signed by the Lessor or the Lessor's solicitors about a matter or a sum payable is sufficient evidence of the matter or sum stated in the certificate unless the matter or sum is proved to be false.

6.17 No moratorium

The provisions of any law which extends a date for paying money under this Lease or which abrogates, nullifies, postpones or otherwise affects any provision in this Lease shall not apply to limit the terms of this Lease.

6.18 Further assurances

Each party shall execute and do all acts and things necessary to give full force and effect to this Lease.

6.19 Effect of execution

This Lease binds each person who executes it notwithstanding the failure by any other person to execute this Lease.

6.20 Severance

If any part of this Lease is or becomes unenforceable or void or voidable, that part will be severed from this Lease and those parts that are unaffected shall continue to have full force and effect.

6.21 Lessor may act by agent

All acts and things which may be done by the Lessor may be done by a solicitor, agent, manager, employee, representative or contractor of the Lessor.

6.22 Termination

The termination of this Lease does not affect the Lessee's obligation to pay any money which is payable or do any act which is to be done upon or after termination as provided by this Lease.

7. ESSENTIAL TERMS

- (1) If the Lessee's conduct constitutes a breach of an essential term of this Lease and the Lessor elects to treat that breach as repudiation or the conduct otherwise constitutes repudiation of this Lease, the Lessee shall compensate the Lessor for all loss or damage suffered by reason of or arising from the repudiation.
- (2) Clauses 2.3 ("Rent"), 2.4 ("Rent Review"), 3.1 ("Rates and Taxes"), 3.2 ("Services"), 3.3 ("Maintenance"), 3.14 ("Permitted Purpose"), 3.15 ("Insurances") and 3.23 ("Assignment or subletting") of this Lease are deemed to be essential terms.
- (3) Any loss or damage for the unexpired residue of the Term suffered by the Lessor as a result of the Lessee's breach of an essential term may be recovered as damages at any time.
- (4) The Lessor's entitlement to recover damages from the Lessee or any other person will not be limited or affected by any of the following:
 - (a) if the Lessee abandons or vacates the Premises;
 - (b) if the Lessor elects to re-enter the Premises or terminate this Lease;
 - (c) if the Lessor accepts the Lessee's repudiation; or
 - (d) if the parties' conduct (or that of any of their servants or agents) constitutes or may constitute a surrender by operation of law.
- (5) If the Lessee vacates the Premises or if the Lessor accepts the Lessee's repudiation based on the Lessee's breach of an essential term of this Lease and terminates this Lease, the Lessor must take reasonable steps to mitigate its loss and endeavour to re-lease the Premises on reasonable terms.
- (6) The entitlement to damages will be assessed on the basis that the Lessor has observed the obligation to mitigate damages.
- (7) The Lessor's conduct in mitigating its damages will not of itself constitute acceptance of the breach or repudiation or a surrender by operation of law.
- (8) Following repudiation by the Lessee if the Lessor terminates this Lease then, without prejudice to any other right or remedy, the Lessor may recover the difference between the aggregate of the Rent and other money payable by the Lessee for the unexpired residue of the Term less any amount the Lessor obtains, or could in the Lessor's opinion reasonably be expected to obtain, by observing subclause (5).

8. GST

- (1) If GST is imposed or levied in respect of any supply by a party under or in accordance with this Lease (including the supply of the Premises or the supply of any goods, services, rights, benefits or other things) then the party making the supply may recover the GST Amount from the party receiving the supply in addition to the Consideration. The party making the supply shall provide such invoices to the party receiving the supply as are required pursuant to the GST Legislation.
- (2) For the avoidance of doubt, each payment made by the Lessee under this Lease must be made with an additional payment in respect of any GST or similar tax applying to that payment.
- (3) In sub-clause (1):

“Consideration” means any amount or consideration payable or to be provided pursuant to any provision of this Lease other than this clause;

“GST” means any form of goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Legislation or otherwise on a supply;

“GST Amount” means the Consideration (after deducting the GST Exempt Component) multiplied by the Rate;

“GST Exempt Component” means any part of the Consideration which solely relates to a supply that is free or exempt from the imposition of GST;

“GST Legislation” means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any other legislation or regulation which imposes, levies, implements or varies a GST or any applicable rulings issued by the Commissioner of Taxation;

“Rate” means the rate at which GST Legislation from time to time imposes or levies GST on the relevant supply under this Lease;

“Supply” includes supply as defined under the GST Legislation.

SCHEDULE 1

| | | |
|-----------------|-----------------------------------|---|
| Item 1.1 | Lessee's Name and Address: | MAY LEECE PTY LTD (ACN 114 761 447) |
| Item 1.2 | Land: | Crown Reserve 24762 situated at Nannup/Balingup Rd and being more particularly described as Lot 555 on Deposited Plan 58837 and being the whole of the land comprised in Crown Land Title Volume LR3158 Folio 651. |
| | Premises: | That part of the Land comprising the Brockman Street Caravan Park and Riverbend Reserve as outlined and hachured on the plan in Schedule 3. |
| | Lessor's Interest: | Land vested in the Shire under Management Order L010283. Owner of built infrastructure & fixtures. |
| Item 1.3 | Term: | 16 years and days |
| | Commencement Date: | |
| | Expiry Date: | 31 st December 2035 |
| Item 1.4 | Rent: | The rent payable as a lump sum on the Commencement Date is 5% of estimated Turnover from the Commencement Date to 30 June 2019, being \$. |
| Item 1.5 | Rent Review Dates: | The Rent shall be adjusted at the times and in the manner specified below: 1 July 2019 – 5% of the Lessee's Turnover for that Financial Year. 1 July 2020 – 5% of the Lessee's Turnover for that Financial Year. 1 July 2021 – 6% of the Lessee's Turnover for that Financial Year. 1 July 2022 – 6% of the Lessee's Turnover for that Financial Year 1 July 2023, 1 July 2024, 1 July 2025, 1 July 2026, 1 July 2027, 1 July 2028, 1 July 2029, 1 July 2030, 1 July 2031, 1 July 2032, 1 July 2033, 1 July 2034 & 1 July 2035 – 7% of the Lessee's Turnover for that Financial Year Each new Rent is payable as a lump sum on the relevant Rent Review Date. |
| Item 1.6 | Permitted Purpose: | Accommodation business Caravan and camping grounds |

Reception and Retail Outlet

SCHEDULE 2 SPECIAL CONDITIONS

1.1 Use by community associations and others

- (1) For some special events access to water and power outlets will be required by outside associations, bodies and persons with the permission of the Lessor. This entails a maximum of two 15 amp power points and two potable water taps. Any usage charge will be limited to the charge as set out in the Council's Schedule of Fees and Charges as amended from time to time.
- (2) The playground included within the boundary of the lease must be accessible to the public at all times unless otherwise approved by the Lessor.
- (3) The ablution blocks on the Premises, and the grassed area outside the main office and adjacent to the playground included within the boundary of the Lease, are to be made available for use for community events (including festivals) unless otherwise approved by the Lessor.
- (4) The parking bays outlined in yellow on the plan in Schedule 4 are to be made available for use by the Friends of Community House.

2.2 Improvements and Developments

- (1) Any and all improvements to the Premises are to be approved by the Lessor either in the form of a submitted development plan or an amendment to such.
- (2) All improvements must have a completion date and will be completed unless agreed otherwise in writing by the Lessor.
- (3) The ownership of any improvements is subject to clause 3.32 and as such become the property of the Lessor at the expiry of the Term unless removed by the Lessee at the Lessee's own cost.

2.3 The Old Jail and Courthouse

- (1) The Lessee is responsible for minor maintenance of "The Old Jail and Courthouse". Any damage or deterioration must be reported to the Lessor.
- (2) The Lessor is responsible for major maintenance and repairs to this area unless caused by the negligence of the Lessee.
- (3) The Canoe and any other chattels are to be retained at the Premises and maintained by the Lessor for the Term.
- (4) The Lessee shall not damage, destroy or dispose of the bird hide facility adjacent to the Premises. The bird hide may be used or enjoyed by the Lessee and any Authorised Person and maintained by the Lessee at the Lessee's expense. For the avoidance of doubt, the Lessor will not be liable for the maintenance of the bird hide during the Term of this Lease.
- (5) The "The Old Jail and Courthouse" are to be available to the public whenever the Park reception is open for business.

2.4 Contract for Management of Nannup Caravan Park

The parties acknowledge and agree that if any of the terms, covenants or conditions in this agreement are inconsistent with the terms, covenants or conditions in the Deed of Contract for the Management of the Nannup Caravan Park dated 18 November 2014 (as amended or assigned) then the terms, covenants and conditions in this agreement shall prevail to the extent of such inconsistency.

2.5 Option to Renew

- (1) The parties acknowledge that:
 - (a) the Management Order for the Land (L010283) contains conditions to be observed, with power to lease for any term not exceeding 21 years, subject to the consent of the Minister; and
 - (b) the Lessor does not, therefore, have capacity to extend this Lease for any further term after the expiry of the Term.
- (2) If and only if no earlier than six (6) months and no later than three (3) months before the expiry of the Term, the Lessee gives written notice to the Lessor that it wishes to enter into a new lease of the Premises with the Lessor then subject to:
 - (a) the Lessor being satisfied that there is no Rent or other money payable under this Lease which is in arrears;
 - (b) there being no unremedied breach of the Lessee's obligations nor breaches of any of the essential terms in this Lease during the Term;
 - (c) the Lessor complying with the formalities it is required to comply with under any Written Law, including without limitation the disposal of land provisions contained in section 3.58 of the Local Government Act; and
 - (d) the approval in writing of the Minister being obtained under the *Land Administration Act 1997 (WA)*,

the Lessor will agree to grant to the Lessee a lease of the Premises for a further term not exceeding 21 years, at the rent and otherwise on terms and conditions that are satisfactory to the Lessor and the Minister.

SCHEDULE 4 PLAN OF THE CAR PARK

