

MINUTES

Ordinary Council Meeting Thursday, 24 November 2022

Date: Thursday, 24 November 2022

Time: 5:30pm

Location: Fitzroy Crossing – Karrayili Adult Education Centre

- 8 Flynn Dr, Fitzroy Crossing WA 6765



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ORDINARY COUNCIL MEETING HELD AT THE FITZROY CROSSING ON THURSDAY, 24 NOVEMBER 2022 AT 5:30PM

PRESENT: Cr Geoff Haerewa (Shire President), Cr Peter McCumstie (Deputy Shire

President), Cr Paul White, Cr Geoff Davis, Cr Andrew Twaddle and Cr Pat Riley.

IN ATTENDANCE: Amanda Dexter (Chief Executive Officer), Wayne Neate (Director of

Development and Technical Services), Christie Mildenhall (Director of Community Development Services), Abha Singh (Project Officer – Technical Services), Jamie Bone (Acting Manager of Administration / Governance Officer), Megan Neshoda (Team Leader Community Development Fitzroy

Crossing) and Sarah Smith (Executive Services Coordinator).

VISITORS: Nil

GALLERY: Nil

APOLOGIES: Nil

APPROVED LEAVE OF ABSENCE: Cr Keith Bedford, Cr Rowena Mouda and Cr Linda Evans.

ABSENT: Nil

1 DECLARATION OF OPENING, ANNOUNCEMENTS OF VISITORS

The meeting was opened at 5:30pm by Geoff Haerewa (Shire President).

I WOULD LIKE TO BEGIN TODAY BY ACKNOWLEDGING THE BUNUBA PEOPLE, TRADITIONAL CUSTODIANS OF THE LAND ON WHICH WE MEET TODAY, AND PAY MY RESPECT TO THEIR ELDERS PAST AND PRESENT. I EXTEND THAT RESPECT TO ABORIGINAL PEOPLES HERE TODAY.

2 ATTENDANCE VIA TELEPHONE/INSTANTANEOUS COMMUNICATIONS

In accordance with regulation 14A of the Local Government (Administration) Regulations 1996 Council must approve (by Absolute Majority) the attendance of a person, not physically present at a meeting of Council, by audio contact. The person must be in a 'suitable place' as approved (by absolute majority) by Council. A 'suitable place' means a place that is located in a townsite or other residential area and 150km or further from the place at which the meeting is to be held.

Nil.

3 DISCLOSURE OF INTERESTS

Section 5.65 and 5.70 of the *Local Government Act 1995* requires an Elected Member or officer who has an interest in any matter to be discussed at a Committee/Council Meeting that will be attended by the Elected Member or officer must disclose the nature of the interest in a written notice given to the Chief Executive Officer before the meeting; or at the meeting before the matter is discussed.

An Elected Member who makes a disclosure under section 5.65 or 5.70 must not preside at the part of the meeting relating to the matter; or participate in; or be present during, any discussion

or decision making procedure relating to the matter, unless allowed by the Committee/Council. If Committee/Council allow an Elected Member to speak, the extent of the interest must also be stated.

3.1 Declaration of Financial Interests

Nil.

3.2 Declaration of Proximity Interests

Nil.

3.3 Declaration of Impartiality Interests

Cr Geoff Davis – Item 15.1 – Garnduwa User Agreement - Fitzroy Crossing Gym
 Nature: Partner of Garnduwa Chairperson.

4 APPLICATIONS FOR LEAVE OF ABSENCE

LEAVE OF ABSENCE

RESOLUTION 144/22

Moved: Cr Paul White Seconded: Cr Geoff Davis

That the Leave of Absence received from Cr Rowena Mouda and Cr Linda Evans for the Ordinary Council Meeting on 24 November 2022 be accepted and leave of absence granted.

<u>In Favour:</u> Crs Geoff Haerewa, Paul White, Geoff Davis, Andrew Twaddle, Pat Riley and Peter

McCumstie

Against: Nil

CARRIED 6/0

5 RESPONSES TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil.

6 PUBLIC TIME

6.1 Public Question Time

Public Questions Taken on Notice by Council.

• Cheryl Grant – Rate Payer – Sculptures on the Marsh – 29 September 2022

Dear Councillors,

I have not had a reply to either of my letters this year (15 Feb and 29 June) regarding the sculptures on the marsh project.

While I am waiting for a response, I have some more questions:

- 1. Will the public be able to view the budget for the \$110,000 Grant monies?
- 2. Will Council set aside money for moving the sculptures, should this become necessary?
- 3. Will Council include de-commissioning costs in this budget? (Given that in 5 or 10 years time the sculptures may not portray Derby in an appropriate way).

Relocation may be necessary because of Council's lack of consultation and understanding of the marsh environment. Ratepayers should not be burdened with these costs.

Yours Sincerely, Cheryl Grant Ratepayer

Larry Miller – Officer in Charge at WA Police Fitzroy Crossing – Public Gambling Issues

Background

I have been a police officer for 40 years and the officer in charge of police stations for the past 9 years. During my career I have enjoyed a very close working relationship with the Shire.

In that time in partnership with the Shires, we have achieved many positive outcomes for the safety and security of the community we both serve.

This is the first time I have been required to approach council when seeking support, of a Shire, which I find extremely unusual.

As I hope you are all aware, there is an issue with numerous persons gambling on the grassed areas at the BP Roadhouse and opposite under the trees.

From the gambling comes, littering, antisocial behaviour and risk of injury or worse, due to the proximity of the highway, poor lighting, constant pedestrian movement and the fact

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that as the sun goes down, players move closer to the roadway where there some street lighting, to continue to play.

There are numerous children continually around the adults. The kids continue to run around and play, unattended and are right by the Great Northern Highway.

Some persons in attendance also consume alcohol.

There is a flow on effect with some tourists who are nervous when they see large congregations of loud and excited people and have no understanding of what is occurring.

The Issue

To explain the challenge, Public Gambling is not an offence under the legislation that Police enforce. Littering is also not something for the Police.

Of course public drinking is, but with the Shire CCTV having been off line for several months, our ability to identify who has it and where it is hidden is very limited.

I have regular contact with the Shire Depot Manager who conducts the daily clean-up and I am aware that empty alcohol bottles/cans are regular in the area.

Proactively Police have been targeting the alcohol coming into the community and over 8000 litres of alcohol have been seized since September 2022.

Offenders have been charged and fined buy the court with the alcohol ordered for destruction. Of course this is only what we have been able to stop and clearly a lot more gets through.

Proposal

In 2014 as the OIC of the Newman Police Station, the town was faced with a similar situation with persons gathering in public areas to gamble, resulting in all the issues we are currently challenged with in Fitzroy Crossing.

A simple approach to the Shire CEO resulted in him advising the Shire could enforce rules of accepted behaviours under their own laws and in partnership with the Shire signage was erected and placed around town in public areas stating:

No Alcohol No Gambling

No littering No disorderly behaviour

No causing obstruction.

In Newman, Police worked with the Shire Rangers to enforce these rules. With the use of a fully functioning CCTV system to assist in detecting offending and by the visual aid of the signs which locals could relate to, the public gambling and associated behaviours ceased.

The Shire supported this and the issue was resolved very quickly.

I have approached the Shire of Derby West Kimberly CEO about having a similar proactive approach commenced in Fitzroy Crossing, which has resulted in this request being put before the council meeting.

Mr Wayne Neate the Shire Director of Technical and Development Services has advised me that areas where this currently occurs in Fitzroy Crossing are owned by the Main Roads Department.

Mr Gerry Zoetelief the Regional Manager Kimberly Region for Main Roads has confirmed with the Shire CEO and I, that they have no objections to the erecting of these signs on this land.

Cleary the Shire doesn't have Rangers based in Fitzroy Crossing and I accept that it is not possible to have them here all the time.

Enforcement of the signs on a daily basis would fall to Police, but I do ask that the Shire Rangers are deployed here periodically to assist with this should it be approved.

Safety and Security is something that the WA Police Force and Shires always work in partnership on.

This particular issue involves both agencies as there are financial ramifications within tourism, high risk as it is by a major highway, a cost associated with the constant rubbish clean up and breaches of the Liquor Control Act.

A functioning CCTV system is also crucial as it allows police the ability to identify alcohol being consumed/concealed, littering occurring and persons engaging in anti-social behaviour. Officers viewing the CCTV can direct attending officers to the offenders or concealed illegal alcohol. This was extremely successful in Newman.

I am certain it is very clear that what I am asking is for the benefit of the community and this is a Shire issue as much as it is a policing issue.

Larry Miller
Officer in Charge
Fitzroy Crossing Police Station.

6.2 Public Statements

• Nil.

7 PETITIONS, DEPUTATIONS, PRESENTATIONS AND SUBMISSIONS

• Nil.

8 ANNOUNCEMENTS BY PRESIDING PERSON WITHOUT DISCUSSION

• Nil.

9 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

RESOLUTION 145/22

Moved: Cr Geoff Davis Seconded: Cr Pat Riley

That the Minutes of the Ordinary Meeting of the Shire of Derby/West Kimberley held at the Council Chambers, Clarendon Street, Derby, on 27 October 2022 and the Special Meeting of the Shire of Derby/West Kimberley held at the Council Chambers, Clarendon Street, Derby, on 10 November 2022 be CONFIRMED.

In Favour: Crs Geoff Haerewa, Paul White, Geoff Davis, Andrew Twaddle, Pat Riley and Peter

McCumstie

Against: Nil

CARRIED 6/0

10 RECOMMENDATIONS AND REPORTS OF COMMITTEES

10.1 MINUTES OF THE AUDIT COMMITTEE MEETING HELD ON 17 NOVEMBER 2022

File Number: 4110

Author: Sarah Smith, Executive Services Coordinator

Responsible Officer: Amanda Dexter, Chief Executive Officer

Authority/Discretion: Executive

SUMMARY

For Council to receive the minutes of the Audit Committee Meeting held on 17 November 2022.

ATTACHMENTS

1. Minutes of the Audit Committee Meeting held on 17 November 2022

RESOLUTION 146/22

Moved: Cr Geoff Davis Seconded: Cr Paul White

THAT COUNCIL:

Receive the Minutes of the Audit Committee Meeting held on 17 November 2022 and the recommendations therein be adopted.

In Favour: Crs Geoff Haerewa, Paul White, Geoff Davis, Andrew Twaddle, Pat Riley and Peter

McCumstie

Against: Nil

CARRIED 6/0

COMMITTEE RESOLUTION AC110/22

Moved: Cr Geoff Haerewa Seconded: Cr Peter McCumstie

That the Audit Committee recommends that Council notes the List of Accounts for October 2022 paid under Delegated Authority in accordance with regulation 13(1) of the Local Government (Financial Management) Regulations 1996 attached to this report, totalling \$3,089,736.94.

<u>In Favour:</u> Crs Geoff Haerewa, Peter McCumstie and Andrew Twaddle

Against: Nil

CARRIED 3/0

COMMITTEE RESOLUTION AC111/22

Moved: Cr Peter McCumstie Seconded: Cr Geoff Haerewa

That the Audit Committee recommends that Council:

1. RECEIVES the Monthly Financial Management Report incorporating the Statement of Financial Activity for the period ending 31st October 2022.

<u>In Favour:</u> Crs Geoff Haerewa, Peter McCumstie and Andrew Twaddle

Against: Nil

CARRIED 3/0

COMMITTEE RESOLUTION AC112/22

Moved: Cr Peter McCumstie Seconded: Cr Geoff Haerewa

That the Audit Committee recommends that Council:

1. RECEIVES the information contained in these reports detailing 2020-2021 Audit Findings.

<u>In Favour:</u> Crs Geoff Haerewa, Peter McCumstie and Andrew Twaddle

Against: Nil

CARRIED 3/0

COMMITTEE RESOLUTION AC116/22

Moved: Cr Geoff Haerewa Seconded: Cr Peter McCumstie

That the Audit Committee Recommends to Council:

1. Writes off the waste, ESL, legal and interest charges on each assessment totalling \$68,597.76.

<u>In Favour:</u> Crs Geoff Haerewa, Peter McCumstie and Andrew Twaddle

Against: Nil

CARRIED 3/0 BY ABSOLUTE MAJORITY

COMMITTEE RESOLUTION AC117/22

Moved: Cr Geoff Haerewa Seconded: Cr Peter McCumstie

That the Audit Committee recommends that Council:

1. RECEIVES the report on outstanding rates and service charge debts by financial year to the end of October 2022.

<u>In Favour:</u> Crs Geoff Haerewa, Peter McCumstie and Andrew Twaddle

Against: Nil

CARRIED 3/0

COMMITTEE RESOLUTION AC01/22

Moved: Cr Geoff Haerewa Seconded: Cr Peter McCumstie

That the Audit Committee recommends that Council:

1. RECEIVES the information contained in the report detailing Sundry Debtors as at 31st October 2022.

<u>In Favour:</u> Crs Geoff Haerewa, Peter McCumstie and Andrew Twaddle

Against: Nil

CARRIED 3/0 BY ABSOLUTE MAJORITY

REPORTS

11 EXECUTIVE SERVICES

11.1 FITZROY CROSSING ADMINISTRATION CENTRE - UNSAFE WORK ENVIRONMENT

File Number: 5470

Author: Neil Hartley, Director - Strategic Business

Responsible Officer: Amanda Dexter, Chief Executive Officer

Authority/Discretion: Administrative

SUMMARY

The Shire's Fitzroy Crossing Administration Centre suffers regular break-ins but staff have recently been subjected to physical violence by members of the community. The workplace is now considered to be unsafe, and action must be taken to address that environment, limit the risk of litigation to Council and the Shire, enable employees to safely return to their duties, and customers to safely return to the Centre.

The report recommends that the Fitzroy Crossing Administration & Visitors Centre be temporarily closed, until the safety of the employees that work there can be suitably maintained, and that the Shire work with the State Government to jointly address the situation at hand.

DISCLOSURE OF ANY INTEREST

Nil applicable.

BACKGROUND

A Fitzroy Crossing staff member was assaulted on 1 November 2022. It appears the staff member was struck by a rock to her face by a person who was part of a group of juveniles causing a disturbance at the Fitzroy Crossing Administration & Visitors Centre, after asking to utilise its toilet facilities.

The staff member attended the Fitzroy Crossing Hospital as a precautionary measure and to have the injury treated and recorded. The matter has also been reported to Police. Fortunately there is unlikely to be a requirement for ongoing active medical treatment but the situation could have very easily been much worse for the employee.

The Shire and the Council is well aware of the situation in Fitzroy Crossing and this latest incident is just the last in a long list of incidents of various levels of seriousness. There are several permanent employees that work at the Fitzroy Crossing Administration & Visitors Centre and in addition, employees from Derby also often travel to Fitzroy Crossing and work from this office space for various periods of time. As the employer of those personnel, the Shire has a legal responsibility under the Work Health and Safety Act 2020 to provide and maintain, as far as practicable, a safe working environment for its workers. Fines can be considerable in the worst of circumstances with individuals being liable for imprisonment for up to 20 years and a fines of up to \$5,000,000. For a body corporates (like the Shire) fines of up to \$10,000,000 can apply.

The WA Police has a physical presence at Fitzroy Crossing, has a Strategic Framework (attached), and the following Strategic Direction:

Vision: To be an exceptional Police Force for our community.

Mission: To provide trusted and valued policing for Western Australia.

Values:

Duty - Uphold our duty to our community, building confidence and trust.

Teamwork - Promote teamwork and value the contribution of all.

Integrity - Demonstrate integrity at all times across the organisation and our community.

Care - Act with care, recognising the impact we have on others.

Policing Pillars:

Enforce the Law - Enforce the laws in our community and on our roads.

Prevent Crime - Collaborate with partners to prevent crime and protect our community.

Manage and Coordinate Emergencies - Coordinate multi-agency approaches to manage emergencies.

The WA State Government, through the Local Government Act, both creates local governments, and legislatively controls their actions. It also requires that rate exemptions be provided by local governments when specific circumstances prevail. For the Shire of Derby/West Kimberley, this creates a unique financial aspect for the Shire's Fitzroy Crossing Townsite's revenue raising capacity. Part of the reasoning for the restricted nature of the Shire's overall financial position, is a limited revenue raising capacity within the wider Fitzroy Crossing Townsite area, which has significant numbers of non-rateable properties (33%). There are numerous government, aboriginal, and charitable institutes that own/lease properties at this location, all of which have legislative or Local Government Act claimable exemptions from paying municipal rates to the Shire of Derby/West Kimberley. The table below outlines the extent of this non-ratability of properties results in a loss of revenue raising capacity in the order of \$600,000pa:

Fitzroy Crossing Details	Number/Value	\$'s
Number of Property Assessments	254	
Number of non-rateable Assessments	84	
Percentage of Assessment with rates exemptions	33%	
Average Fitzroy Crossing rates payable/assessment	\$7,148	
Valuation of non-rateable Assessments		
Revenue Uncollectible		\$600,432

STATUTORY ENVIRONMENT

Work Health and Safety Act 2020 (S 3. Object) states that the legislation is designed to protect workers against harm to their health, safety and welfare through the elimination or minimisation of risks arising from work, and regard must be had to the principle that workers "should be given the highest level of protection against harm to their health, safety and welfare from hazards and risks arising from work as is reasonably practicable".

Work Health and Safety Act 2020 (S 84. Right of worker to cease unsafe work) provides that a worker may cease, or refuse to carry out, work if the worker has a reasonable concern that to carry out the work would expose the worker to a serious risk to their health or safety emanating from an immediate or imminent exposure to a hazard.

Local Government Act S 6.8 (Expenditure from municipal fund not included in annual budget) outlines that a local government is not to incur expenditure for an additional purpose except where the expenditure is authorised in advance by resolution (by absolute majority).

The Shire's budget does include budget allocations for building repairs, but what is being suggested to mitigate the impacts of the antisocial behaviour and break-ins is considered to be outside of this parameter and so a Council decision is thought to be prudent.

POLICY IMPLICATIONS

Policy (C4) Violence And Aggression states that the Shire is commitment to providing a safe workplace free of violence and aggression. It recognises its legal obligations under the Occupational Safety and Health Act 1984*.

FINANCIAL IMPLICATIONS

In light of the urgency of the situation, no design of costings have been sourced as yet, but options to suitably protect the staff could include:

- Either demolish and rebuild the Fitzroy Crossing Administration & Visitors Centre, or remodel it to provide a suitably safe work environment. For example:
 - improved break-in security,
 - improved internal safety and visibility,
 - o create suitable distances between staff and others in the building through better design and security barriers, and
 - provide safe access to ablution facilities, etc. etc.
- Manoeuvrable internal and external security cameras with recording capacity;
- 24/7 security guards for security camera monitoring;
- Internal and external secure areas that can restrict access and are controlled by electronic lockable doors and gates;
- Duress alarms in appropriate internal and external areas;
- Enclosed and secure car parking area, with security controlled access gates;
- Safe access to/from the car parking area for staff and customers; and
- Employee home security initiatives like added lighting, locks, grills, security cameras, etc.

An initial budget of \$1,000,000 would provide the capacity to undertake some of the above initiatives, but more would likely be required from the 2023/24 budget to finalise works so that Council could be confident it is meeting its Work Health and Safety Act 2020 obligations.

^{* (}Note: this act was superseded by the Work Health and Safety Act 2020).

STRATEGIC IMPLICATIONS

GOAL	OUR PRIORITIES	WE WILL
1. Leadership and Governance	1.2 Capable, inclusive and effective organisation	1.2.1 Provide strong civic leadership
2. Community	2.1 Safe Communities	2.1.1 Encourage community safety to be a whole-of-community responsibility
2. Community	2.4 Sustainable Communities	2.4.2 Collaborate with key agencies, groups and service providers to improve community services, programs and facilities

RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
Financial: Increased ratepayer burden or reduced service levels resultant from fines or incarcerations.	Likely	Major	High	Lobby to secure State Government Funds to undertake safety improvement works.
People Health & Safety: Potential for employees and customers to suffer injuries.	Almost Certain	Moderate	High	Close office until installation of appropriate employee safety initiatives can be achieved.
Business Interruption: Lost "open office" time due to temporary closures.	Almost Certain	Moderate	High	Work with WA State (and Federal) Government on long term solutions to bring back functionality to the community.

CONSULTATION

No community consultation is required at this point in time, but future consultation would be essential for any broader antisocial behaviour considerations.

COMMENT

The Shire and the Council is in a high risk environment with regard to its employee safety at Fitzroy Crossing as it is well aware of the many historic incidents, and now this more recent event. It would be expected that any legal case against the Shire would draw on those examples and consider the actions taken by the Shire and by the Council to mitigate those risks. Fines/imprisonment considerations would take into account those factors.

The WA State Government, through the Local Government Act, creates local governments and therefore has a responsibility for them. It also requires through that Act, that the Shire of Derby/West Kimberley forgive approximately \$600,000pa in rating capacity at Fitzroy Crossing. In light of this, the State should therefore accept that it has a high level of responsibility for funding aspects of the Fitzroy Crossing townsite.

The WA Police should also be under scrutiny, as it has not been able to satisfactorily meet its strategic goals as it relates to it two Policing Pillars of enforcing the law, and in preventing crime. Any Coroner's or Auditor General investigation would similarly consider its levels of resourcing commitment into Fitzroy Crossing.

Whilst every level of government and every relevant agency is already contributing to the endeavour of maintaining Fitzroy Crossing as a functional community, the fact that the Shire has staff in danger of being seriously injured indicates at the very least, that more needs to be done. Unfortunately for Council and the Chief Executive Officer, the fact that the job is difficult and the organisation's resources are limited, is not in itself a good defence at a Coroner's Inquiry.

VOTING REQUIREMENT

Absolute majority

ATTACHMENTS

1. Police Strategic Framework 🗓 🖫

OFFICERS RECOMMENDATION

Moved: Cr Paul White

Seconded: Cr Andrew Twaddle

That Council:

- Express its appreciation to the Shire's Fitzroy Crossing staff for endeavouring to maintain a
 workable service to the Fitzroy Crossing community, notwithstanding the extremely
 difficult circumstances that presently prevails in that location, and express its empathy to
 staff and their families for any physical violence suffered by them as a direct consequence
 of elevated violence within the Fitzroy Crossing community;
- 2. Requires the Chief Executive Officer to immediately close the Fitzroy Crossing Administration & Visitors Centre to the public, and requires that it remain closed to the public and only be reopened once a safe work environment consistent with the expectations of the Work Health and Safety Act 2020 can be provided for the Shire's staff;
- 3. Notes that in regard to (2), the Shire's customers can utilise the services of the Shire via its Derby Office, albeit an inconvenient option to them, or via remote access where that is available;
- 4. Requires the Chief Executive Officer to discuss with the WA Police, the potential of providing a temporary safe workplace for a Shire of Derby/West Kimberley service to operate from, through either:
 - (a) The Shire securing suitable space at the Fitzroy Crossing Police Station, or
 - (b) WA Police occupying portion of the existing Fitzroy Crossing Administration & Visitors Centre;

and for that situation to remain until a suitably safe work environment can be provided at

- a new or suitably modified Fitzroy Crossing Administration & Visitors Centre;
- 5. Notes with disappointment that antisocial behaviour and physically violent activities are occurring at Fitzroy Crossing and accepts that it is these activities that are requiring the Council to take appropriate actions to protect its employees;
- 6. Notes that the WA State Government has a direct responsibility through the WA Police force's Policing Pillars to maintain a safe environment in Fitzroy Crossing, but it needs to do more in order to satisfactorily meet those standards, namely:
 - (a) Pillar #1 Enforce the Law; and
 - (b) Pillar #2 Prevent Crime;
- 7. Considers the situation in Fitzroy Crossing to be akin to an "emergency situation" and therefore calls on the WA Police to actively initiate its Policing Pillar #3, titled "Manage and Coordinate Emergencies Coordinate multi-agency approaches to manage emergencies";
- 8. Authorises an immediate emergency 2022/23 budget allocation of up to \$1,000,000 (to be sourced preferably directly from the WA State Government, or alternatively from budget adjustments to be located at the mid-year budget review, and/or from a Treasury Loan) for the purpose of improving security and community/employee safety at the Shire's Fitzroy Crossing Administration, Library and Visitors Centre Building and its surrounds, and at Shire owned employee homes in Fitzroy Crossing. Funds to be allocated at the Chief Executive Officer's discretion so as to maximise safety but in a suitably cost conscious manner;
- 9. Requires the President and CEO to immediately and actively engage with the WA State Government to:
 - (a) secure additional Police and other government resources for Fitzroy Crossing;
 - (b) secure State Government grant funds to meet the costs outlined in (8); and
 - secure the necessary State (and Federal) Government services to address the existing dysfunction within Fitzroy Crossing and to have those services remain until Fitzroy Crossing regains functionality;
- 10. Requires that the President and the CEO actively engage the media in all of its forms and across the widest practical levels, to draw to the attention of Fitzroy Crossing stakeholders that the Council is actively engaging in strategic discussions, taking direct action where it can, and redirecting its pauce resource capacities to addressing the situation. Also, to highlight the Shire is actively engaging with the WA State Government to directly assist with addressing the violence within Fitzroy Crossing; and
- 11. Requires that the President and CEO arrange for suitable public consultation to occur in the district, to invite contributions from relevant stakeholders, particularly the local community and government agencies.

SUSPENSION OF STANDING ORDERS

RESOLUTION 147/22

Moved: Cr Geoff Davis Seconded: Cr Andrew Twaddle

A motion was moved that Council suspend standing orders.

In Favour: Crs Geoff Haerewa, Paul White, Geoff Davis, Andrew Twaddle, Pat Riley and Peter

McCumstie

Against: Nil

CARRIED 6/0

RESUMPTION OF STANDING ORDERS

RESOLUTION 148/22

Moved: Cr Geoff Davis Seconded: Cr Peter McCumstie

A motion was moved that Council resume standing orders.

In Favour: Crs Geoff Haerewa, Paul White, Geoff Davis, Andrew Twaddle, Pat Riley and Peter

McCumstie

Against: Nil

CARRIED 6/0

MOTION

RESOLUTION 149/22

Moved: Cr Paul White

Seconded: Cr Andrew Twaddle

That Council approved the following amendment for consideration, having discussed the issue with the Community members present and then workshopping an acceptable interim outcome.

<u>In Favour:</u> Crs Geoff Haerewa, Paul White, Geoff Davis, Andrew Twaddle, Pat Riley and Peter

McCumstie

Against: Nil

CARRIED 6/0

AMENDMENT

RESOLUTION 150/22

Moved: Cr Paul White Seconded: Cr Andrew Twaddle

This recommendation was changed and workshopped by Council at the 24 November 2022 Ordinary Council Meeting and is now put for consideration.

That Council:

- Express its appreciation to the Shire's Fitzroy Crossing staff for endeavouring to maintain a
 workable service to the Fitzroy Crossing community, notwithstanding the extremely
 difficult circumstances that presently prevails in that location, and express its empathy to
 staff and their families for any physical and psychological violence or stress suffered by
 them as a direct consequence of elevated violence within the Fitzroy Crossing community;
 Council accepts that it needs to take appropriate actions to protect its employees;
- 2. The actions of the Chief Executive Officer to immediately close the Fitzroy Crossing Administration & Visitors Centre to the public are to remain in place, until such time that a safe work environment consistent with the expectations of the Work Health and Safety Act 2020 can be provided for the Shire's staff;
- 3. Notes that in regard to (2), the Shire's customer services will be provided by appointment, other arrangement or via remote access where that is available;
- 4. Notes that the WA State Government has a direct responsibility through the WA Police force's Policing Pillars to maintain a safe environment in Fitzroy Crossing, the Shire considers the situation in Fitzroy Crossing to be akin to an "Emergency Situation" and therefore requires WA Police to more satisfactorily meet those responsibilities, particularly the following key pillars not being maintained to date:
 - (a) Pillar #1 Enforce the Law; and
 - (b) Pillar #2 Prevent Crime;
 - (c) Pillar #3 Manage and Coordinate Emergencies Coordinate multi-agency approaches to manage emergencies.
- 5. Authorises an immediate emergency 2022/23 budget allocation for the purpose of improving security and community/employee safety at the Shire's Fitzroy Crossing Administration, Library and Visitors Centre Building and its surrounds, and at Shire owned employee homes in Fitzroy Crossing in the immediate term as per the CEO's delegated authority. Funds to be allocated at the Chief Executive Officer's discretion so as to maximise safety but in a suitably cost conscious manner, reported monthly to council;
- 6. Requires the President and CEO to immediately and actively engage with the WA State Government Agencies to:
 - (a) secure additional Police and other government resources for Fitzroy Crossing;
 - (b) secure State Government grant funds to meet the costs outlined in (5); and
 - (c) secure the necessary State (and Federal) Government services to address the existing issues within Fitzroy Crossing and to have those services remain until community

concerns are addressed to meet community expectations;

- 7. Requires that the President and the CEO actively engage the media in all of its forms and across the widest practical levels, to draw to the attention of Fitzroy Crossing stakeholders that the Council is actively engaging in strategic discussions, taking direct action where it can, and redirecting its limited resource capacities to addressing the situation. Also, to highlight the Shire is actively engaging with the WA State Government to directly assist with addressing the issues within Fitzroy Crossing; and
- 8. Requires that the President and CEO arrange for suitable public consultation to occur in the district, to invite contributions from relevant stakeholders, particularly the local community and government agencies.

<u>In Favour:</u> Crs Geoff Haerewa, Paul White, Geoff Davis, Andrew Twaddle, Pat Riley and Peter

McCumstie

Against: Nil

CARRIED 6/0

ISK | REPORTING | GOVERNANCE

STRATEGIC



WESTERN AUSTRALIA POLICE FORCE



OUR VISION

To be an exceptional Police Force for our community



OUR MISSION

To provide trusted and valued policing for Western Australia



OUR VALUES

Duty
Teamwork
Integrity

Care



OUR PILLARS

Enforce the law
Prevent crime

Manage and coordinate emergencies

COMMISSIONER'S COMMAND INTENTS

Reduce Aboriginal offending and victimisation

Disrupt organised crime networks in WA

(Focus on Methamphetamine) Contribute to preventing and combatting family violence

Reduce youth offending

Enforcement of traffic laws and road safety initiatives

Critical incident management, emergency prevention and preparedness

OUR KEY ENABLERS



People



Legislation



Information and Technology



Assets



Finance and Procurement

INFORMING STATEMENTS

OUTY | STEAMWORK | STEAMWOR

Item 11.1 - Attachment 1

11.2 DERBY PORT - LEASING OF JETTY AREAS 2 AND 3 TO MPA FISH FARMS PTY LTD

File Number: 9010.13

Author: Neil Hartley, Director - Strategic Business

Responsible Officer: Amanda Dexter, Chief Executive Officer

Authority/Discretion: Executive

SUMMARY

MPA/Barramundi Group has a current leases for Derby Jetty Areas 2 and 3 (both expiring on 30 June 2023). MPA has been invited to take up a new leases and has agreed to the lease fee proposed through the recent valuation.

This report recommends that the legislated process be formally commenced, with the view that new leases are in place prior to 30 June 2023.

DISCLOSURE OF ANY INTEREST

Nil by Author or Responsible Officer.

BACKGROUND

Council at its 12 December 2019 meeting endorsed proposed leases to MPA Fish Farms Pty Ltd and commenced the process of disposition of property in accordance with Section 3.58 of the Local Government Act. Two lease areas were applicable (Jetty Areas 2 and 3 - within the Goods Shed) with lease terms being for four years from 1st July 2019 to 30th June 2023. At the 28 July 2022 Council, it agreed to invite MPA Fish Farms Pty Ltd to register its interest in new leases post the current expiry date of 30 June 2023, on the following conditions:

- 1. payment of \$9,000 as a deposit on the estimated fees and charges involved in developing a new lease; and
- 2. access will not be provided to Jetty Areas 2 and 3 post 1 July 2023 unless a new lease is in place and execute prior to that date by MPA Fish Farms Pty Ltd.

MPA Fish Farms Pty Ltd undertake the production of Barramundi in Cone Bay and use the Derby Port and Jetty as a logistics hub to load feed on boats and store frozen Barramundi to be shipped off to their various markets. MPA began operations back in 2008 and have been leased the areas of the Goods Shed known as Area's 2 and 3 for its operations from 1 July 2009. Lease area 2 is used as the storage facility for the whole fish product and ice, but has also been used, in some instances, for limited handling operations for the whole fish product. Lease Area 3 has been used solely to store fish feed which is transported out to Cone Bay for the growing of the fish.

The current lease fees are \$21,420(+GST) (Lease Area 2) and \$10,595(+GST) (Lease Area 3). Both sites have recently been valued (see report attached) and it has the following conclusion:

Lease Area 2 - Having regard to the market evidence and the above calculations, from an objective and balanced point of view, we are of the opinion that the Market Rent of the premises is \$32,130pa(+GST)\$

Lease Area 3 - Having regard to the market evidence and the above calculations, from an objective and balanced point of view, we are of the opinion that the Market Rent of the premises is \$16,300 pa(+GST).

The Derby Port Masterplan is progressing through its public consultation period and won't be finalised until very close to, or likely after this current lease expires. It is possible that there may be conflicts arise between the lease area and the Masterplan direction (e.g. the potential of an alternative use for the jetty's Goods Shed).

STATUTORY ENVIRONMENT

Local Government Act S3.58 (Disposing of property) outlines the requirements of a local government to undertake a disposal of land (vis. sell, lease, etc.). A local government can dispose of property by private treaty if it meets prescribed conditions, like accessing a current valuation, giving public notice, inviting submissions, and reviewing submission received.

The land transaction is not significant enough to require the Shire to progress through the alternative **S. 3.59 (Commercial enterprises by local governments)** requirements, which additional to extended public advertising, also requires a Business Plan.

Derby Port Head Lease outlines a range of requirements that sub-lessees need to comply with. The Head Lessor is also required to endorse any port subleases.

Kimberley Mineral Sands Lease entitles it to some operational priority access rights. The Kimberley Mineral Sands Lease needs therefore to be referenced in the MPA lease to ensure mutual understandings prevail.

POLICY IMPLICATIONS

(ES2) Establishment of Commercial Leases – sets out the primary terms and conditions of commercial leases. One policy condition is that the term of the Lease shall be five years with a five year option, unless otherwise determined. This particular lease has in the past been for various periods, with the most recent lease being for a single four year term.

FINANCIAL IMPLICATIONS

It is proposed that the lease payments for Area 2 be \$32,130pa(+GST) and for Area 3 \$16,300 pa(+GST) per annum, as per the licensed valuation assessment. These amounts are considerably more, at least in percentage terms than the existing lease fees (of \$21,420+GST and \$10,595+GST respectively).

Disbursements incurred for valuations and legal costs etc. are also required, with MPA needing to pay a \$9,000 deposit on those estimated costs.

STRATEGIC IMPLICATIONS

GOAL	OUR PRIORITIES	WE WILL
1. Leadership and Governance	1.1 Collaboration and partnership	1.1.2 Maximise local opportunities
3. Economy	3.1 Industry and business development and growth	3.1.2 Value and support small to medium-sized businesses

RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
Legal & Compliance: That a legal lease document is not established.	Unlikely	Moderate	Medium	Have lease prepared by the Shire's legal advisors and insist on it being executed prior to tenure being made available.

CONSULTATION

S. 3.58 Local Government Act community consultation is required to be undertaken.

Officers have also been in contact with MPA Fish Farms staff to progress the matter.

COMMENT

MPA Fish Farms Pty Ltd notes the higher lease fee as outlined in the valuation, but has confirmed it wishes to take up a new lease post 30 June 2022.

The term of the lease has not been decided by MPA, so it is suggested that the advertising include the term available under the Head Lease (vis. to 29 June 2040) as the maximum. It is possible that MPA might wish to have a lesser term, but in any event the starting rental will not alter and future annual reviews are a combination of CPI and/or market reviews.

At the Agenda Forum the question was asked about how a longer term lease might impact the Port's ability to progress a Masterplan outcome. For example, an alternative use of the Goods Shed area. In light of that, it is suggested that the term be set at two years, but to be extendible in two year increments at the Shire's sole discretion, with the ultimate term being no longer than to the period to 29 June 2040 (when the Head Lease expires).

VOTING REQUIREMENT

Simple majority

ATTACHMENTS

1. Valuation Report U

RESOLUTION 151/22

Moved: Cr Geoff Davis Seconded: Cr Peter McCumstie

That Council;

- 1. Authorise the commencement of the process of disposition of property in accordance with Section 3.58 of the Local Government Act by giving local public notice of its intention to lease area 3 and 2 of the Derby Jetty Goods Shed at the Derby Port, to MPA Fish Farms Pty Ltd;
- 2. Subject to no objections being received by the close of the submission period, Council authorise the Chief Executive Officer to negotiate a lease which will include the following;

- i) Lease Areas 2 and 3 of the Goods Shed;
- ii) Period to be from 1 July 2023 for a two year term, but to be extendible in two year increments at the Shire's sole discretion, with the ultimate term being no longer than to the period to 29 June 2040 when the Head Lease expires (noting that the Lessee may wish to propose an end term earlier than 29 June 2029);
- iii) Lessee to pay for all costs associated with preparing the lease including but not limited to legal, advertising and survey fees;
- iv) Rental fee to commence at:
 - a. Area 2 \$32,130pa(+GST); and
 - b. Area 3 \$16,300pa(+GST);
- v) Additional Conditions: to be consistent with the existing Head Lease; to require Head Lessor endorsement; to incorporate any operational or other restrictions that result from the Kimberley Mineral Sands Lease; that normal commercial conditions for a port type lease are to apply; and to be consistent with Council Policy (ES2) Establishment of Commercial Leases; and
- 3. Notes that the lease will be executed and the common seal affixed in accordance with Delegation 1.1.33 (Applying Common Seal).

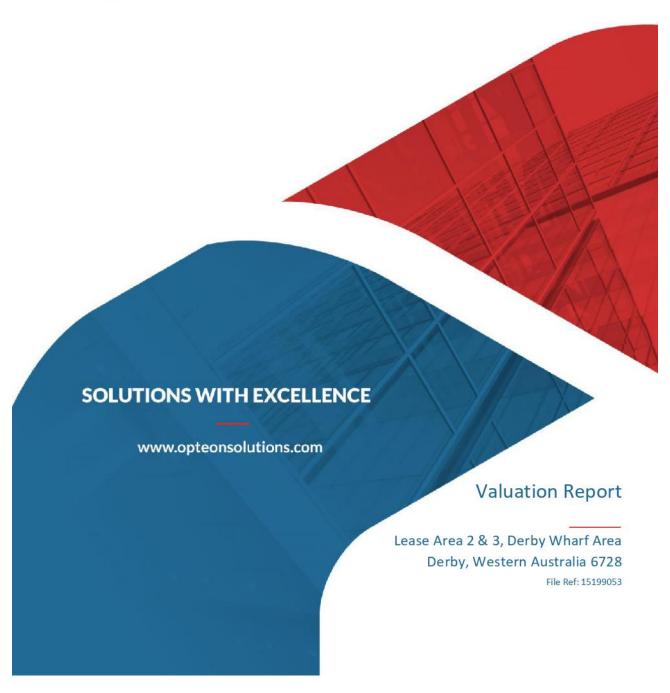
<u>In Favour:</u> Crs Geoff Haerewa, Paul White, Geoff Davis, Andrew Twaddle, Pat Riley and

Peter McCumstie

Against: Nil

CARRIED 6/0





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Important Warning

Opteon Property Group Pty Ltd (Opteon) has prepared this Valuation Report for its client's exclusive use and it does not authorise the disclosure of this Valuation Report to any unauthorised third party except in the circumstance below. If Opteon's client is a lender that is subject to the Banking Code of Practice (Lender), Opteon authorises disclosure of the Valuation Report to a customer of the Lender (Lender's Customer) who:

- a. directly paid for or reimbursed the lender specifically for this Valuation Report; and
- has acknowledged and agreed in writing, prior to receiving a copy of this Valuation Report, that Opteon
 and the valuer has no liability to the Lender's Customer howsoever arising, including as a result of
 negligence.

Any use by a Lender's Customer is subject to the following warnings and terms of use.

- The Lender instructed Opteon to undertake a valuation of the subject property and prepare a Valuation Report for the Lender to rely upon when assessing the subject property's suitability for mortgage security purposes.
- Opteon prepared the Valuation Report in accordance with the Lender's instructions (Instructions). When
 preparing the Valuation Report and providing it to the Lender, Opteon acted solely and exclusively for the
 Lender and owed no duty to advise the Lender's Customer or to consider their circumstances or position.
- 3. Opteon is aware that the Lender is subject to the Banking Code of Practice (Code) and is disclosing the Valuation Report to its customer to meet its obligations under the Code. Where the Valuation Report is disclosed to the Lender's Customer under the Code, a copy of the Instructions should also have been provided to the Lender's Customer. Please contact the Lender if you have not been provided with a copy of the Instructions. The Valuation Report should be read in conjunction with the Instructions.
- 4. Opteon has not assumed any duty to advise the Lender's Customer or to consider the Lender's Customer's circumstances or position by being aware that the Lender must meet its obligations under the Code and provide the Lender's Customer with a copy of the Valuation Report.
- Opteon has no liability to the Lender's Customer howsoever arising at law, including as a result of negligence.
 Opteon did not prepare the Valuation Report for the Lender's Customer and therefore makes no representations nor assumes any duty of care at all to the Lender's Customer.
- 6. The Lender's Customer should not rely in any way on the Valuation Report as its sole purpose is for use by the Lender in assessing the subject property for mortgage security purposes in the context of the Lender's Customer's loan application or extension. Specifically, the Lender's Customer should not rely upon the Valuation Report for the purpose of:
 - a. deciding whether or not to enter into a transaction or alter their financial position; or
 - b. seeking finance from a third party,
 - and should seek their own advice and valuation in such circumstances.
- 7. The insurance value (if any) set out in the Valuation Report is an estimate of the cost to replace the property new and is based on construction costs at the date of valuation. The value includes some, but not all, ancillary costs that may be encountered when rebuilding the property as detailed in the Valuation Report. The insurance value should not be relied on as a full and accurate estimation of the insurance value for the purposes of making a decision as to the level of insurance coverage you should maintain.
- 8. The contents of the Valuation Report are confidential and Opteon does not authorise the disclosure of the Valuation Report by the Lender's Customer to any third party.
- 9. The Lender's Customer should take note of the date of valuation of the subject property and be aware that the Valuation Report is current at the date of valuation only. The market value of the property may change significantly over a short period of time.
- 10. The Lender's Customer should direct any questions relating to the Valuation Report to the Lender because Opteon is unable to speak to you directly due to privacy and confidentiality obligations owed to the Lender.

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VALUATION REPORT



Lease Area 2 & 3, Derby Wharf Area Derby, Western Australia 6728

Prepared For	Shire of Derby/West Kimberley
Report Purpose	Lease negotiation purposes
Valuation Date	16 September 2022
Our Reference	15199053
Client Reference	PO 76692
Inspection Type	Full Inspection

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Opteon Property Group Pty Ltd
ABN 78 144 732 589
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P 1300 40 50 60 E info@opteonsolutions.com W www.opteonsolutions.com



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- 1. Lettable Area Survey
- Lease Area 2 (signed & dated)
 Lease Area 3 (signed & dated)
- 4. Instructions/Purchase Order

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1.0 Executive Summary

1.1 Scope of Work and Instructions

Independence of	Opteon Property Group Pty Ltd
-	
	Unless otherwise disclosed, the valuer does not have any material connection or involvement with the subject property or the parties to the valuation that could limit the valuer's ability to provide an unbiased and objective valuation. The valuation has been assessed independently by the valuer without material assistance from others.
Instructing Party	Neil Hartley, Shire of Derby/West Kimberley
Client	Shire of Derby/West Kimberley
Other Authorised Users/Additional Client Information	Nil
Client Reference	PO 76692
Property Address /Asset Valued	Lease Area 2 & 3, Derby Wharf Area, Derby, Western Australia 6728
Valuation Currency	This valuation has been assessed in Australian dollars (\$AUD).
Book to the Control of the Control o	Lease negotiation purposes
 	This report has been prepared for the private and confidential use of our client, Shire of Derby/West Kimberley and the nominated other authorised users, for the specified purpose and it should not be relied upon by any other party for any purpose and the valuer shall not have any liability to any party who does so. The report should not be reproduced in whole or part without the express written authority of Opteon Property Group Pty Ltd. Our warning is registered here, that any party, other than those specifically named in this report as our client or authorised user should obtain their own valuation before acting in any way in respect of the subject property.
•	In order to complete the valuation a sufficiently comprehensive inspection of the property has been completed.
Basis of Value	Market Rent
and Limitations	The extent of investigation undertaken by the valuer in completing the valuation has included: collation of information from relevant parties regarding the subject property; undertaking our own research regarding the subject property; an inspection of the property and measurement of buildings where required; undertaking market research in terms of values and/or costs of similar properties; preparation of valuation calculations, and; preparation of this report; This valuation has been based on information supplied which is assumed to have been provided in good faith and contain a full and frank disclosure of all information that is relevant to the valuation of the property. The valuer has not undertaken due diligence or verification of the information supplied.
	Information we have been provided with and relied upon in undertaking our valuation
	includes:Current leases (signed & dated);Details relating to passing rent.
	This valuation has been prepared in accordance with the International Valuation Standards and other applicable Valuation Standards.

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Item 11.2 - Attachment 1



1.2 Property Details

Property Description	The subject comprises two tenancies (Lease Area 2 & 3) which form part of an industrial shed/warehouse building known as the Transit Shed within the Derby Wharf area. The Transit Shed forms the main building for light industrial/marine storage purposes being positioned adjacent the Derby Wharf/Jetty facility. We note that the property is situated within a maritime security zone with access restricted. The Derby Wharf Area is situated approximately 2.5kms north west of the main Derby town site. The surrounding locality incorporates the Derby Wharf, boat ramp and barge landing facilities.
Title Reference (Parent Site)	Part of Lot 325 Deposited Plan 64512 Volume LR3157 Folio 128
Tenure Type	Crown Land
Primary Interest Holder	Shire of Derby West Kimberley
Lettable Area	Lease Area 2 - 357 sqm Lease Area 3 - 163 sqm
Zoning	Port Industry

1.3 Property Profile

Market

There are no comparable properties currently available for lease, with accommodation of this type being positioned on a wharf/jetty not readily available in the market.
The building appears fully occupied.
There are comparatively few lease transactions of comparable premises given the subject tenancies unique wharf location.
Leasing demand for the subject tenancies is considered reasonable given it's unique location with limited supply.
6 months.
Due to the scarcity of directly comparable evidence we note our assessment of the market rental is more subjective than would normally be the case.

Assumptions & Recommendations:

Significant and Verifiable Assumptions

- The instructions and information supplied contain a full disclosure of all information
 that is relevant.
- This rental valuation has been prepared for the Shire of Derby West Kimberley to
 facilitate lease negotiations with the sitting tenant to execute a new lease beyond
 the existing lease agreements in place. As a result a vacant possession rents have
 been assessed.
- The market rent for each tenancy has been assessed in isolation from the other tenancy.

Assumptions Requiring Further Consultancy

None Recommended.

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Lease Areas 2 & 3, Derby Wharf Area Derby, Western Australia 6728 Our Reference: 15199053



1.4 Key Valuation Outputs

Passing Net Income	Lease Area 2 - \$73/sqm (rounded) Lease Area 3 - \$71/sqm (rounded)
Market Net Income	Lease Area 2 - \$90/sqm Lease Area 3 - \$100/sqm

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1.5 Valuation

Market Rent

Market Net Rent – Lease Area 2:	\$32,130 pa
Market Net Rent – Lease Area 3:	\$16,300 pa

This valuation is exclusive of GST & outgoings.

Date of Inspection	16 September 2022
Date of Valuation	16 September 2022
Date Issued	17 October 2022
Expiry of Valuation	This valuation is current as at the Date of Valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period (including as a result of general market movements or factors specific to the particular property). We do not accept liability for losses arising from such subsequent changes in value.
Signatories	John Marie Commission of the C

Hayden McLeod AAPI CPV

Senior Valuer

API No: 65366 WA Lic No: 44432

Primary Valuer PH 0400 059 478

hayden.mcleod@opteonsolutions.com

Important	This Executive Summary must be read in conjunction with the remainder of this report. The Executive Summary is only a synopsis designed to provide a brief overview and must not be acted upon in isolation to the contents of the valuation report.
Digital Copies of Reports	Where a report has been provided in digital copy and has not been received directly via our firm, the report contents, especially the valuations and critical assumptions, should be verified by contacting the issuing office to ensure the contents are bona fide. In particular if the reader of this report has suspicions that the report appears to be tampered or altered then we recommend the reader contact the issuing office.
Reliance on Whole Report	This valuation should be read in its entirety, inclusive of any summary and annexures. The valuer and valuation firm does not accept any responsibility where part of this report has been relied upon without reference to the full context of the valuation report.

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2.0 Scope of Work and Instructions

Identity of Valuer	Opteon Property Group Pty Ltd
Independence of Valuer/Disclosure	Unless otherwise disclosed, the valuer does not have any material connection or involvement with the subject property or the parties to the valuation that could limit the valuer's ability to provide an unbiased and objective valuation. The valuation has been assessed independently by the valuer without material assistance from others.
Instructing Party	Neil Hartley, Shire of Derby/West Kimberley
Date of Instructions	6 September 2022
Client	Shire of Derby/West Kimberley
Other Authorised Users/Additional Client Information	Nil
Property Address/ Asset Valued	Lease Area 2 & 3, Derby Wharf Area, Derby, Western Australia 6728
Valuation Currency	This valuation has been assessed in Australian dollars (\$AUD).
Valuation Purpose and	Lease negotiation purposes
Restrictions on Use	This report has been prepared for the private and confidential use of our client, Shire of Derby/West Kimberley and the nominated other authorised users, for the specified purpose and it should not be relied upon by any other party for any purpose and the valuer shall not have any liability to any party who does so. The report should not be reproduced in whole or part without the express written authority of Opteon Property Group Pty Ltd. Our warning is registered here, that any party, other than those specifically named in this report as our client or authorised user should obtain their ow valuation before acting in any way in respect of the subject property.
Inspection	In order to complete the valuation a sufficiently comprehensive inspection of the property has been completed.
Basis of Value	Market Rent
Extent of Valuers' Work and Limitations	The extent of investigation undertaken by the valuer in completing the valuation has included: collation of information from relevant parties regarding the subject property; undertaking our own research regarding the subject property; an inspection of the property and measurement of buildings where required; undertaking market research in terms of values and/or costs of similar properties; preparation of valuation calculations, and; preparation of this report; This valuation has been based on information supplied which is assumed to have been provided in good faith and contain a full and frank disclosure of all information that is relevant to the valuation of the property. The valuer has not undertaken due diligence or verification of the information supplied.
Nature and Source of Information	Information we have been provided with and relied upon in undertaking our valuation includes: Current leases (signed & dated); Details relating to passing rent.
Compliance/Departures with Valuation Standards	This valuation has been prepared in accordance with the International Valuation Standards and other applicable Valuation Standards.

 $\ensuremath{\mathsf{A}}$ copy of our instructions is attached to this report.

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Item 11.2 - Attachment 1 Page 35



3.0 Basis of Valuation & Definitions

Market Rent	The estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and a willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion.
Face Rent	"The rent shown on a lease document which may include incentives."
Effective Rent	"The actual liability for rent after adjustments for any incentives and costs to the face rent are taken into account."

4.0 Date of Valuation

Valuation Date	16 September 2022
Date of Inspection	16 September 2022
Expiry of Valuation	This valuation is current as at the Date of Valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period (including as a result of general market movements or factors specific to the particular property). We do not accept liability for losses arising from such subsequent changes in value.

5.0 Location

Location	The subject property is located in the far north coastal town of Derby, approximately 2,400 kms from Perth. Derby has a population of approximately 3,511 people (Census 2016) with main industries supporting the town including tourism, mining, a regional prison, government agencies and agriculture. The town has a wide range of amenities including a hospital, airport, schools and shopping.
Neighbourhood	More specifically, the subject tenancies are located on the Derby Wharf which is located north-west of the main township and is accessed via Loch Street/Jetty Road.
Access	The subject tenancies can be accessed via the northern or southern wharf horseshoe service road which extends from Jetty Road with access restricted given it's within a maritime security zone.
Parking	Parking is available on the wharf/jetty to the eastern side of the building.
Transport & Infrastructure	The subject tenancies have easy and direct access to Derby Highway via Jetty Road/Loch Street.

SOLUTIONS WITH EXCELLENCE Page 10

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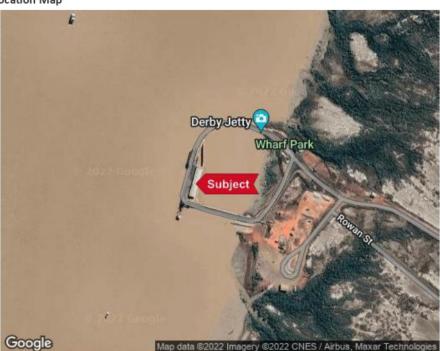


Location Map



Sourced from maps.googleapis.com

Specific Location Map



Sourced from maps.googleapis.com

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6.0 Tenure

6.1 Title Particulars - Parent Site

Title Reference	Tenure	Primary Interest Holder	Area
Lot 325 Deposited Plan 64512 Volume LR3157 Folio 128	Crown Land	Shire of Derby West Kimberley	186.23 ha
Total Title Area	ii ii	1	

Title Search)

Recommendation (Recent A recent title search of the property has not been undertaken or sighted. We recommend a recent title search be obtained to confirm title to the property, the title plan, and any encumbrances have not changed. We reserve the right to review our valuation in the event a recent title search reveals any information or discrepancies which may affect the value of the property.

7.0 Planning

Local Government Area	Shire of Derby West Kimberley
Planning Scheme	Local Planning Scheme No. 5
Current Zoning	Port Industry
Existing Use	Warehouse
Permitted Uses	Car park, warehouse, public utility, fuel depot, & transport depot.
Zoning Effect	Existing use conforms.
Heritage Issues	Not applicable

7.1 Services

Services	Electricity, town water and telecommunication services are connected/available.

8.0 Improvements

8.1 Lease Area 2







Eastern Elevation

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Internal

Internal

Main Building Type	Industrial (warehouse)
Level / Style	Single storey, conventional
Accommodation	Clearspan shed/warehouse accommodation
Construction:	
Floors	Concrete
Main External Walls	Iron trimdeck cladding
Roof	Iron trimdeck cladding
Main Interior Linings	Medium weight steel portal frame with iron trimdeck cladding
Ceilings	Nil, with exposed underside of roof
Construction Year	Circa 1970
Building Services	
Lighting	Mercury vapour lamps.
Electrical	The building has standard electrical services.
Fire Services	Basic firefighting equipment is provided.
Building Services Commen	t The subject building appears to provide a basic standard of building services.

8.2 Lease Area 3



Western Elevation



Eastern Elevation

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Internal

Main Building Type	Industrial (warehouse)
Level / Style	Single storey, conventional
Accommodation	Clearspan shed/warehouse accommodation
Construction:	
Floors	Concrete
Main External Walls	Iron trimdeck cladding
Roof	Iron trimdeck cladding
Main Interior Linings	Medium weight steel portal frame with iron trimdeck cladding
Ceilings	Nil, with exposed underside of roof
Construction Year	Circa 1970
Building Services	
Lighting	Mercury vapour lamps.
Electrical	The building has standard electrical services.
Fire Services	Basic firefighting equipment is provided.
Building Services Comment	The subject building appears to provide a basic standard of building services.

8.3 Plant & Equipment

Included within our valuation is all plant and equipment (such as air-conditioning plant and equipment, fire services, or the like) which forms an integral part of the property. Our valuation excludes all non-integral plant and equipment, fit-out, furniture and equipment and personal items/contents.

8.4 Building/Lettable Area

Building Area Measurement Basis	IPMS 3 – Industrial (Gross Lettable Area)
Source of Areas	The building areas have been obtained from a lettable area survey provided.

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Accommodation:	Measurement Basis:	Lettable Area:
Lease Area 2	IPMS 3 – Industrial (Gross Lettable Area)	357 sqm
Lease Area 3	IPMS 3 – Industrial (Gross Lettable Area)	163 sqm

8.5 Condition and Repairs

Internal Condition	Generally appears in fair condition.
External Condition	Generally appears in fair condition.
Repairs & Maintenance	At the time of inspection the building appeared to be in fair condition. This valuation has been undertaken on the basis of the subject tenancies 'As Is' condition.

9.0 Photography



Wharf



Wharf



Service Road/Parking (Eastern Side)



Northern Jetty/Wharf Service Road

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Southern Jetty/Wharf Service Road



King Sound



Adjacent Boat Ramp



Adjacent Barge Landing

10.0 Occupancy and Lease Details

Occupancy Status	Leased
Leases Sighted	We confirm having been provided with signed copies of the relevant Leases.

10.1 Lease Summary - Lease Area 2

Lessee	MPA Fish Farms Pty Ltd
Commencement Date	1 July 2019
Term	4 yrs
Expiry Date	30 June 2023
Commencing Rent	\$21,420 pa
Current Rent	\$25,939 pa (\$73/sqm)
Rent Includes GST	No
Rent Reviews	The rent is reviewed annually in accordance with movements in the CPI or with an increase of 3%, whichever is greater.
Net or Gross	Net
Outgoings	Payable by the lessee.
Permitted Use	Commercial fish farming and ancillary uses reasonably ancillary thereto

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10.2 Lease Summary - Lease Area 3

Lessee	MPA Fish Farms Pty Ltd
Commencement Date	1 July 2019
Term	4 yrs
Expiry Date	30 June 2023
Commencing Rent	\$10,595 pa
Current Rent	\$11,583 pa (\$71/sqm)
Rent Includes GST	No
Rent Reviews	The rent is reviewed annually in accordance with movements in the CPI or with an increase of 3%, whichever is greater.
Net or Gross	Net
Outgoings	Payable by the lessee.
Permitted Use	Commercial fish farming and ancillary uses reasonably ancillary thereto

11.0 Leasing Analysis

11.1 Market

Stock Levels	There are no comparable properties currently available for lease, with accommodation of this type being positioned on a wharf/jetty not readily available in the market.
Vacancies	The building appears fully occupied.
Leasing Volumes	There are comparatively few lease transactions of comparable premises given the subject tenancies unique wharf location.
Leasing Demand	Leasing demand for the subject tenancies is considered reasonable given it's unique location with limited supply.
Letting Period (Estimated)	6 months.
Other Factors	Due to the scarcity of directly comparable evidence we note our assessment of the market rental is more subjective than would normally be the case.

12.0 Market Commentary

The town of Derby is dependent upon the success of the main local industries being mining, pastoral, tourism, the Derby regional prison and is an administration centre for government agencies. The town of Derby also provides significant government services to the Shire of Derby/West Kimberley region inclusive of Fitzroy Crossing and numerous surrounding Aboriginal communities.

In addition to the above, the Federal Government re-established the Curtin Detention Centre as an immigration facility in 2010 which further created positive sentiment particularly in relation to the residential accommodation marketplace. The Curtin Detention Centre is situated approximately 45 km south via road from the Derby town site. The previous unprecedented demand for rental accommodation, primarily to house workers at Curtin Detention Centre (Immigration Department and SERCO), resulted in a significant increase in rental values for accommodation. We note that since July 2013 market rents have dropped considerably which has impacted on values with the market softening. This decline in market activity has also seen the values for commercial, industrial and residential properties within the town to also decline significantly from peaks in the market.

The local economy within Derby has softened considerably over the last 8-9 year period. This coincided with the completion of major infrastructure project within the town being the West Kimberley Regional Prison. This decline in market activity fell away further at the end of 2014 with the Federal Government closing the Curtin Detention Centre.

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Tourism tends to fluctuate from year to year depending upon macro-economic factors (exchange rates), fuel prices, weather patterns, travel bans/border openings, state and national economic conditions. The tourist market within Derby is seasonal with high/dry season months June, July and August; shoulder months April, May, September and October; and low season/wet season months November through to March. The 2020 season was severely impacted by the COVID-19 pandemic given state/regional travel bans in place, while 2021/22 have fared much better with the lifting of travel bans.

There are some other 'green shoots' in regards to some new economic stimulus/projects underway and set to commence within the region over the next 12 months. These projects include Gibson Mining having re-established mining operations on Koolan Island in 2019. Sheffield Resources through joint venture company Kimberley Mineral Sands (KMS) has made a final investment decision to develop a mineral sands mine (Thunderbird) positioned half way between Broome and Derby which will employ 400 people during the construction phase and 280 people once operational (scheduled for 2024). Ellendale diamond mine has recently been sold with the new proponent looking to start mining operations again from the site located 135km east of Derby. We understand that RAAF Base Curtin is set to receive a \$244 million upgrade to its facilities and utilities, with work planned to begin in 2024. The work will include a major refurbishment and replacement of its facilities and infrastructure including upgrades to communications, water and electrical services, roads, working accommodation, workshops, aircraft hangars, storage areas and security infrastructure. The Curtin Air Base plays a key part of the Australian Defence Force's network of northern airbases and plays a vital role in supporting ADF training and operations. If the re-development is to go ahead then construction is expected to begin in late 2024 with an estimated completion date in 2026.

Virgin Australia ceased servicing Derby in 2016 and as a result there is no longer a commercial airline connecting Derby with Perth direct. However, Derby recently secured three return flights per week to Broome from August 16, 2021, after the State Government entered into a deed of agreement with Aviair to provide the new service following a public tender process. The State Government subsidised service will initially operate for a 12-month trial period, enabling regular flights for Derby residents. Seats on the nine-seat aircraft are available at the fixed price of \$119 each way.

Commercial/industrial rents within the broader Kimberley region have been improving over the last 12-24 months with vacancies for tenancies of the subject's standard being positioned on a working port/wharf scarce within the marketplace.

13.0 Market Evidence

13.1 Rental Evidence

Market Rents:

In forming our opinion of the Market Rent of the subject property, we have had regard to various lease transactions, a selection of which are detailed below:

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Premises	1/47 Loch Street, Derby, WA		
Rent	\$28,756 pa		
Net or Gross	Semi Gross		
Date Rent Set	Aug 2022		
Tenancy Area	103 sqm		
Initial Term	1 yr		
Options	1 yr		
Rent Review Method	Market at option.		
Face Rent Analysis	Semi Gross - \$279/sqm		
Comments	Net - \$224/sqm This tenancy comprises a 103 sqm office unit comprising reception, partitioned offices		
	and rear open plan office area. This tenancy also has the use of a communal kitchen and ablutions shared with tenancy 2 within the development. This lease is generally semigross in nature. The lessor pays for Rates, Land Tax, ground repairs and maintenance and common area lighting.		
	We have estimated a net rental of approximately \$224/sqm net after deduction of		
Comparability	estimated relevant outgoings. The tenant is allowed 5 parking bays. A smaller tenancy providing superior accommodation. Lower rates will apply to the		
Comparability	subject tenancies.		
	,		
Premises	Lease Area 2, Derby Airport, Derby, WA		
Rent	\$16,500 pa		
Net or Gross	Net		
Date Rent Set	May 2022		
Tenancy Area	663 sqm		
Initial Term	10 yrs		
Options	10 yrs		
Rent Review Method	CPI annually with a market review at year 5 and commencement of option period.		
	commencement of option period.		
Rent Analysis	\$25/sqm		
Rent Analysis Comments			
	\$25/sqm The property comprises an approximate 663 sqm airside site positioned within the Derbi Airport. The site is generally rectangular in shape being located adjacent the general aviation apron/parking area. The immediate area incorporates a number of aircraft hangers in conjunction with fuel storage facilities, terminal and commercial/office		

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Premises	7-45 Clarendon Street, Derby, WA
Rent	\$14,255 pa
Net or Gross	Net
Date Rent Set	Jul 2020
Tenancy Area	71 sqm
Initial Term	3 yrs
Rent Review Method	The rent is reviewed to market on the 1st of March 2022 and via CPI on the 1st of March 2023.
Rent Analysis	\$201/sqm
Comments	Comprises a 71 sqm tenancy positioned towards the rear of a commercial Arcade Complex known as "Derby Central". The tenancy is currently being utilized as office accommodation.
Comparability	A smaller tenancy providing superior accommodation. Lower rates will apply to the subject tenancies.
Premises	6-47 Loch Street, Derby, WA
Rent	\$16,047 pa
Net or Gross	Semi Gross
Date Rent Set	Sep 2019
Tenancy Area	133 sqm
Initial Term	1 yr
Rent Analysis	Semi Gross - \$121/sqm Net - \$105/sqm
Comments	Comprises a 133 sqm rear tenancy within a 6 unit development. The unit provides both basic office and warehouse accommodation. This rent is on a semi-gross basis. After allowing for unrecoverable outgoings we estimate a net rent of circa \$105/sqm.
Comparability	A smaller tenancy incorporating an office area positioned in a secondary location without the strategic wharf location of the subject tenancies. Similar/slightly lower rates will apply to the subject tenancies.
Premises	39 Clarendon Street, Derby, WA
Rent	\$50,843 pa
Net or Gross	Net
Date Rent Set	Jun 2022
Tenancy Area	244 sqm
Initial Term	3 yrs
Options	3 yrs
Rent Review Method	The rent is increased annually by 5%.
Face Rent Analysis	\$208/sqm
Comments	Comprises a 1,215 sqm 'Town Centre' allotment improved with a showroom/office building providing 244 sqm of lettable area. The property is leased to Raywhite Derby and is subject to fixed 5% increases for the duration of the lease. The commencing rent was agreed at \$43,920 (\$180/sqm) in 2019.
Comparability	A smaller tenancy (compared to Lease Area 2), larger tenancy (compared Lease Area 3) providing superior commercial accommodation. Lower rates will apply to the subject tenancies.

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Item 11.2 - Attachment 1



Premises	Rear Shed, Lot 26 Ivanhoe Road, Kununurra, WA
Rent	\$39,000 pa
Net or Gross	Net
Date Rent Set	Jul 2022
Tenancy Area	450 sqm
Initial Term	6 months
Options	1 yr
Rent Review Method	N/A
Face Rent Analysis	\$87/sqm
Comments	Comprises a 2010 built clearspan shed/workshop with small internal amenities of office and ablutions.
Comparability	A larger, more modern building positioned within another Kimberley township in a secondary location without the strategic wharf location of the subject tenancies. Similar/slightly higher rates will apply to the subject tenancies after allowing for differences.
Premises	10B Konkerberry Drive, Kununurra, WA
Rent	\$25,200 pa
Net or Gross	Semi Gross
Date Rent Set	May 2022
Tenancy Area	203 sqm
Initial Term	1 year & 1 month
Face Rent Analysis	Semi Gross - \$124/sqm Net - \$109/sqm
Comments	Comprises a circa 1996 built detached workshed/office development occupying a 441 sqm road front strata allotment. The property is part of a three lot strata scheme. Improvements comprise a 203 sqm work shop with in-built air-conditioned office (52 sqm) and attached verandah (14 sqm). The sheds are constructed of a steel portal frame with an approximate 4m truss height with both back and side sliding doors together with in-built ablutions.
	We note that the tenant is liable for their portion of all outgoings except for building insurance. We have not sighted an outgoings budget but we have estimated a net rate of \$109/sqm after deduction of estimated non-recoverable outgoings.
Comparability	A smaller tenancy (compared to Lease Area 2), larger tenancy (compared Lease Area 3) providing superior accommodation positioned within another Kimberley township, in a secondary location without the strategic wharf location of the subject tenancies. Lower rates will apply to the subject tenancies.

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Premises	4/8 Decastilla Street, Minyirr, WA		
Rent	\$39,546 pa		
Net or Gross	Gross		
Date Rent Set	Feb 2022		
Tenancy Area	204 sqm		
Initial Term	2 yrs		
Options	2+2 yrs		
Rent Review Method	The rent is reviewed annually in accordance with movements in the CPI. The rent is reviewed to market at the commencement of the options.		
Face Rent Analysis	Gross - \$194/sqm Net - \$132/sqm		
Comments	development. The unit provides 204 sqm of main let sqm strata allotment. This lease is on a semi-gross b payable by the landlord including water/shire rates,	omprises a 2006 built office/warehouse unit situated at the rear of a seven unit evelopment. The unit provides 204 sqm of main lettable building area occupying a 507 qm strata allotment. This lease is on a semi-gross basis and after allowing for outgoings ayable by the landlord including water/shire rates, building insurance, management ees, strata levies and pest control (Estimated at \$12,546). This reveals a net rental	
Comparability	A smaller tenancy (compared to Lease Area 2), larger tenancy (compared Lease Area 3) providing superior accommodation positioned within another more sought after Kimberley township, without the strategic wharf location of the subject tenancies. Lower rates will apply to the subject tenancies.		
Premises	23 Pothana Road, Electrona, TAS		
Premises Rent	23 Pothana Road, Electrona, TAS \$107,556 pa		
Rent	\$107,556 pa		
Rent Net or Gross	\$107,556 pa Net		
Rent Net or Gross Date Rent Set	\$107,556 pa Net Jul 2019		
Rent Net or Gross Date Rent Set Tenancy Area	\$107,556 pa Net Jul 2019 247 sqm		
Rent Net or Gross Date Rent Set Tenancy Area Initial Term	\$107,556 pa Net Jul 2019 247 sqm 10 yrs		
Rent Net or Gross Date Rent Set Tenancy Area Initial Term Options	\$107,556 pa Net Jul 2019 247 sqm 10 yrs 5+5 yrs The rent is reviewed annually in accordance with movements in the CPI except in year 5 when the rent is reviewed to market. The rent is also reviewed to market at the commencement of the option(s), but shall not be less than the preceding		
Rent Net or Gross Date Rent Set Tenancy Area Initial Term Options Rent Review Method	\$107,556 pa Net Jul 2019 247 sqm 10 yrs 5+5 yrs The rent is reviewed annually in accordance with movements in the CPI except in year 5 when the rent is reviewed to market. The rent is also reviewed to market at the commencement of the option(s), but shall not be less than the preceding rent. Warehouse - 202 sqm @ \$100.77 = \$20,356 Former substation/store - 45 sqm @ \$60.00 = \$2,70	of approximately 1.357 ha which is s. The site includes a jetty, fuelling	

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to jetty facilities.



Market Rent Conclusions:

Analysis of rental evidence shows market net rents range between \$25 - \$224/sqm. After balancing adjustments for the attributes of the properties and consideration of any changes in market conditions based on the lease transactions the market rent for the subject tenancies is considered to be much higher than Lease Area 2 Derby Airport (\$25/sqm); comparable/slightly higher to the Rear Shed at Lot 26 Ivanhoe Road (\$87/sqm); comparable/slightly lower to the analysed warehouse rent of 23 Pothana Road (\$101/sqm) and comparable/slightly lower to 6/47 Loch Street (\$105/sqm); and less than 10B Konkerberry (\$109/sqm), 4/8 Decastilla (\$132/sqm), 7/45 Clarendon (\$201/sqm), 39 Clarendon Street (\$208/sqm) and 1/47 Loch Street (\$224/sqm).

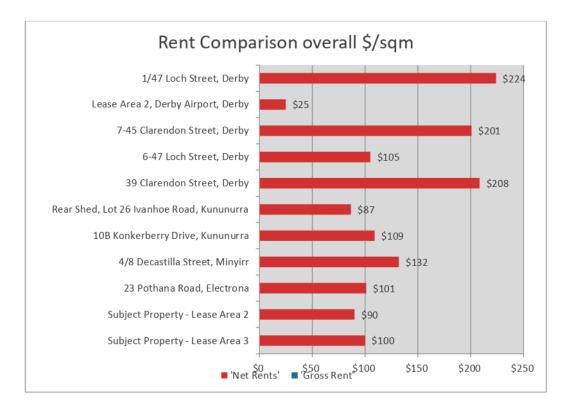
Lease Area 2

Considering the attributes of the subject property, the annual market net rent has been assessed at \$90/sqm.

Lease Area 3

Considering the attributes of the subject property, the annual market net rent has been assessed at \$100/sqm.

We have adopted a slightly higher rate for Lease Area 3 given its much smaller Lettable Area. Due to the scarcity of directly comparable evidence we note our assessment of the market rental is more subjective than would normally be the case.



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14.0 Valuation Methodology

14.1 Adopted Valuation Approach and Method

The most appropriate valuation approach for a rental valuation of premises of this nature is the market approach whereby the subject premises are compared with rents of comparable properties.

14.2 Valuation Calculations

Lease Area 2 Renta	l Valuation - Lettable Are	a Basis (and Sensitivit	y Analysis)
			Market Ren
Lettable Area:	357 sqm	@ \$85	\$30,34
	357 sqm	@ \$90	\$32,13
	357 sqm	@ \$95	\$33,91
Indicates Market Rent:			\$32,130
			· ,
Lease Area 3 Renta	l Valuation - Lettable Are	a Basis (and Sensitivit	y Analysis)
Lease Area 3 Renta	l Valuation - Lettable Are	a Basis (and Sensitivit	
Lease Area 3 Renta Lettable Area:	l Valuation - Lettable Are 163 sqm	a Basis (and Sensitivit @ \$95	y Analysis) Market Ren \$15,48
		·	Market Ren
	163 sqm	@ \$95	Market Ren \$15,48

14.3 Conclusion

Lease Area 2

Having regard to the market evidence and the above calculations, from an objective and balanced point of view, we are of the opinion that the Market Rent of the premises is \$32,130 pa

Lease Area 3

Having regard to the market evidence and the above calculations, from an objective and balanced point of view, we are of the opinion that the Market Rent of the premises is $$16,300 \, \text{pa}$

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15.0 Market Rent

15.1 Market Rent - Lease Area 2

We are of the opinion that the Market Net Rent of the premises with vacant possession, subject to the comments in this report, is:

\$32,130 pa

15.2 Market Rent - Lease Area 3

We are of the opinion that the Market Net Rent of the premises with vacant possession, subject to the comments in this report, is:

\$16,300 pa

Date of Inspection	16 September 2022
Date of Valuation	16 September 2022
Date Issued	17 October 2022
Signatories	Hayden McLeod AAPI CPV Senior Valuer API No: 65366 WA Lic No: 44432 Primary Valuer PH 0400 059 478 hayden.mcleod@opteonsolutions.com
Important	This valuation is subject to the definitions, qualifications and disclaimers and other comments contained within this report.

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16.0 Assumptions, Conditions & Limitations

Tolo / Woodinpe	ions, conditions & Limitations
Area Disclaimer	In the event actual surveyed areas of the property are different to the areas adopted in this valuation the survey should be referred to the valuer for comment on any valuation implications. We reserve the right to amend our valuation in the event that a formal survey of areas differs from those detailed in this report.
Asbestos Disclaimer	We are not experts in the identification of Asbestos and therefore, in the absence of an environmental consultant's report concerning the presence of any asbestos fibre within the subject property, this valuation is made on the assumption that there is no: asbestos material present; health risk from asbestos within the property; or there is any material expense relating to the repair, management or replacement of asbestos materials in the foreseeable future. Should an expert's report establish that there is an asbestos related health risk or a requirement to undertake asbestos remediation works then we reserve the right to review this valuation.
Building Services Disclaimer	No documentation or certification has been sighted to verify the condition of building services, and we have assumed that all building services are: adequate in specification; in good operational condition; and satisfactorily maintained.
Environmental Disclaimer	This report is not an environmental audit and no advice is given in any way relating to environmental or pollution matters. Any comments given as to environmental or pollution factors in relation to the property are not given in the capacity as an expert. This assessment of value is on basis that the property is free of contamination or environmental issues affecting the property not made known to the valuer. In the event the property is found to contain contamination the matter should be referred to this office for comment. Given contamination issues can have an impact on the Market Value of the property, we reserve the right to review and if necessary vary our valuation if any contamination or other environmental hazard is found to exist.
Full Disclosure Disclaimer	This valuation assumes that any information, documentation and data provided by you or any third parties is accurate and is a full disclosure of information which may impact on the value of the property. Whilst the Valuer has taken reasonable steps to verify the information supplied, we do not accept any liability whatsoever for any information being insufficient, inaccurate or misleading. If inaccuracies in the information are subsequently discovered, we reserve the right to review and, if necessary, amend our valuation.
Geotechnical	We have not sighted a geotechnical engineers' survey of the property. We are not experts in the field of civil or geotechnical engineering and we are therefore unable to comment as to the geotechnical integrity of the ground and soil conditions. It is specifically assumed that there are no adverse geotechnical conditions that compromise the utility of the property for the current or highest and best use. In the event there is found to be adverse ground conditions we recommend the matter be referred to this Company for comment.
GST	All amounts and values in this report are exclusive of GST unless otherwise specified. If there is any uncertainty as to the treatment of GST we recommend you seek advice from a qualified accountant.
Identification	The property has been identified as per details provided within this report. The identification comments are not provided in the capacity of an expert, and a surveyor (not a valuer) would be able to confirm the identification of the property and/or any encroachments by way of undertaking a site survey.
Leases and Rents	This valuation is based on the lease terms and conditions summarised within this report sourced from a review of the available lease documentation and tenancy schedules made available. This valuation is made on the basis that the tenants are paying rent in accordance with the lease agreements and there are no undisclosed rental subsidies, or other incentives that have been provided by the lessor. Our valuation assumes there are no material breaches of the essential terms of existing Leases by the existing Lessees and no material rental arrears at the date of Valuation.
Market Change	This valuation is current as at the Date of Valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period (including as a result of general market movements or factors specific to the particular property). We do not accept liability for losses arising from such subsequent changes in value. Where the valuation is being relied upon for mortgage purposes, without limiting the generality of the above comment, we do not assume any responsibility or accept any liability where this valuation is relied upon after the expiration of 90 days from the date of the valuation, or such earlier date if you become aware of any factors that have any effect on the valuation. We recommend the valuation be reviewed at regular intervals.
Market Evidence Information Availability	In preparing this valuation we have undertaken those investigations reasonably expected of a professional valuer having regard to normal industry practice so as to obtain the most relevant, available, comparable market evidence. Whilst we believe the market information obtained to be accurate, all details may not have been formally verified.
Photographs	The photos used in this valuation report may not have been taken by Opteon (Third Party Photos). Where possible, a photo that has been sourced from a third party (other than the property contact who has not been attributed) has been attributed in the valuation report to the source from which Opteon obtained the photo. Opteon makes no warranties or representations in respect of, and is unable to assign to the Client, any intellectual property rights subsisting in the Third Party Photos.
Planning Disclaimer	Town planning and zoning information was informally obtained from the relevant local and State Government authorities and is assumed to be correct. Should the addressee require formal confirmation of planning issues then we recommend formal application be made to the relevant authorities to confirm planning details.

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Lease Areas 2 & 3, Derby Wharf Area Derby, Western Australia 6728 Our Reference: 15199053



The publication of the valuation or report in whole or any part, or any reference thereto, or the names and professional affiliations of the valuers is prohibited without the prior written approval of the valuer as to the form and context in which it is to appear.
This report is not a site survey and no advice is given in any way relating to survey matters. Any comments given in relation to the property are not given in the capacity as an expert, however, are based on our inspection (where relevant) of the property and review of the Certificate of Title plans. Should the addressee require absolute certainty in relation to the site area, dimensions or possible encroachments we recommend that a survey of be engaged to provide appropriate advice and a survey of the property if considered necessary. In the event there are any fundamental inconsistencies between any site survey undertaken and site detail adopted in this valuation, the survey should be referred to the valuer for comment on any valuation implications (including amendment of our valuation if considered necessary).
This report is not a structural survey and no advice is given in any way relating to structural matters. Any opinion given as to the condition of the improvements on the property is not given in the capacity as an expert. A structural report on the building and/or its plant and equipment has not been sighted, and nor have we inspected unexposed or inaccessible portions of the premises. Therefore we cannot comment on the structural integrity, any defects, rot or pest infestation (or damage from pest infestation) of the improvements, any use of asbestos or other materials now considered hazardous or areas of non-compliance with the Building Code of Australia, other than matters which are obvious and which are noted within this report. This valuation assumes the building is structurally sound; that building services are adequate and appropriately maintained; the building complies with applicable Council, building, health, safety and fire regulations, laws, bylaws, rules, licences, permits and directives; and is free of asbestos or other defects, unless specified otherwise. Should an expert's report establish that there is any damage of the varieties noted above then we reserve the right to review this valuation.
This report has been prepared for the private and confidential use of our client, Shire of Derby/West Kimberley and the nominated other authorised users, for the specified purpose and it should not be relied upon by any other party for any purpose and the valuer shall not have any liability to any party who does so. The report should not be reproduced in whole or part without the express written authority of Opteon Property Group Pty Ltd. Our warning is registered here, that any party, other than those specifically named in this report as our client or authorised user should obtain their own valuation before acting in any way in respect of the subject property.
In preparing the valuation report the valuer may have relied on information, documents and data provided by third parties (Third Party Information). Whilst the valuer has taken reasonable steps to verify the accuracy and completeness of the Third Party Information, the valuer does not make any warranties or representations about the accuracy or completeness of that Third Party Information and will not be liable for any loss that may arise as a direct or indirect consequence of any Third Party Information being incomplete, inaccurate or misleading due to the fraud or recklessness of a provider of the Third Party Information.

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Lease Areas 2 & 3, Derby Wharf Area Derby, WA 6728 Our Reference: 15199053

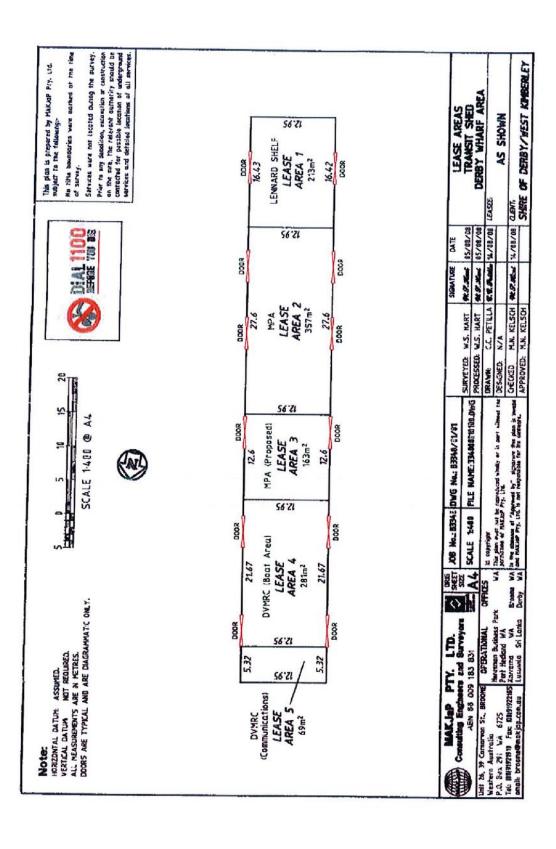


APPENDIX 1

LETTABLE AREA SURVEY

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APPENDIX 2

LEASE - AREA 2 (SIGNED & DATED)

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Derby Port – Sublease of Area 2

Shire of Derby/West Kimberley

MPA Fish Farms Pty Ltd



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Details

Parties

Shire of Derby/West Kimberley

of PO Box 94, Derby, Western Australia (Sublessor)

MPA Fish Farms Pty Ltd (ACN 108 494 079)

of Suite 12, 890 Canning Highway, Applecross, Western Australia (Sublessee)

Background

- A The Head Lessor leased the Land to the Sublessor.
- B Under the terms of the Head Lease, the Sublessor has the power to sublease to third parties portions of the Land.
- C The Sublessee has requested that the Sublessor grant it a sublease over a portion of the Land, being more particularly the Premises, and the Sublessor has agreed subject to the parties entering into this Sublease.

Agreed terms

1. Definitions

In this Sublease, unless otherwise required by the context or subject matter:

Amounts Payable means the Rent and any other money payable by the Sublessee under this Sublease;

Basic Consideration means all consideration (whether in money or otherwise) to be paid or provided by the Sublessee for any supply or use of the Premises and any goods, services or other things provided by the Sublessor under this Sublease (other than tax payable pursuant to this clause);

Business Day means a day other than a Saturday, Sunday or public holiday in Port Hedland, Western Australia;

CEO means the Chief Executive Officer for the time being of the Sublessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Sublease;

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Commencement Date means the date of commencement of the Term specified in Item 4 of the Schedule;

Contaminated Sites Act means the Contaminated Sites Act 2003 (WA);

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics or its equivalent determined in accordance with **clause 6.2**;

CPI Review means the Rent review process described in clause 6.2;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat or anything described as an encumbrance on the Certificate of Title for the Premises;

Environmental Contamination has the same meaning as the word "contaminated" in the Contaminated Sites Act;

EPA means the Environmental Protection Authority of Western Australia;

Further Term means the further term specified in Item 3 of the Schedule;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

GST has the meaning that it bears in the GST Act;

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any legislation substituted for, replacing or amending that Act;

GST Adjustment Rate means the amount of any increase in the rate of tax imposed by the GST Law:

GST Law has the meaning that it bears in section 195-1 of the GST Act;

GST Rate means 10%, or such other figure equal to the rate of tax imposed by the GST Law;

Head Lease means the amended and restated head lease entitled 'Derby Head Lease' between the Sublessor and the Head Lessor with commencement date of 1 July 2021, including the schedule as supplemented, amended or varied from time to time;

Head Lessor means the Kimberley Ports Authority a body corporate constituted pursuant to the provisions of the *Ports Authorities Act 1999* (as amended) of 280 Port Drive, Broome;

Initial Head Lessor means the Minister for Transport a body corporate constituted pursuant to the provisions of section 8 of the *Marine and Harbours Act 1981* of 1 Essex Street Fremantle, Western Australia;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Sublessor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00, which rate cannot exceed the rate prescribed by, and imposed in accordance with, section 6.13 of the *Local Government Act 1995* (WA);

Land means the land described at Item 1 of the Schedule;

Management Agreement means the amended and restated management agreement entitled 'Derby Management Agreement' between the Sublessor and the Head Lessor with

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commencement date of 1 July 2021, including the schedule as supplemented, amended or varied from time to time;

Market Review means the Rent review process described in clause 6.3;

Notice means each notice, demand, consent or authority given or made to any person under this Sublease;

Original Head Lease means the lease entitled 'Port of Derby Head Lease' between the Sublessor and the Initial Head Lessor dated 16 December 1997 as supplemented, amended or varied from time to time, including without limitation:

- (a) as varied by a deed of partial surrender of lease dated 24 October 2011 between the Sublessor and the Initial Head Lessor;
- (b) as varied by a deed of variation of lease dated 3 December 2015 between the Sublessor and the Initial Head Lessor; and
- (c) as renewed by a renewal of lease dated 3 December 2015 between the Sublessor and the Initial Head Lessor; and
- (d) as varied by a deed of variation of lease between the Sublessor and the Initial Head Lessor with a date of variation of 1 April 2018;

Original Management Agreement means the management agreement between the Sublessor and the Initial Head Lessor dated 16 December 1997;

Party means the Sublessor or the Sublessee according to the context;

Permitted Purpose means the purpose specified in Item 6 of the Schedule;

Port means the Port of Derby;

Premises means the premises described in Item 1 of the Schedule;

Remediation has the meaning it has in the Contaminated Sites Act and Remediate has a corresponding meaning;

Rent means the rent specified in Item 5 of the Schedule as varied from time to time under this Sublease;

Rent Period means each period from the Commencement Date or a Rent Review Date to the next Rent Review Date or Termination;

Rent Review Date means a date identified in Item 8 of the Schedule;

Restated Management Agreement means the document between the Shire and the Minister for Transport entitled 'Deed of Amendment and Restatement of Derby Management Agreement' and dated 1 October 2018;

Schedule means the Schedule to this Sublease;

Sublease means this deed as supplemented, amended or varied from time to time;

Sublessee's Agents includes:

the employees, agents, contractors, invitees and licensees of the Sublessee; and

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(b) any person on the Premises by the authority of a person specified in paragraph (a);

Sublessee's Covenants means the covenants, agreements and obligations set out or implied in this Sublease or imposed by law to be performed and observed by the Sublessee;

Sublessor's Covenants means the covenants, agreements and obligations set out or implied in this Sublease, or imposed by law to be performed and observed by the Sublessor;

Term means the term of years specified in Item 2 of the Schedule and any Further Terms;

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over; and

Written Law includes all acts and statutes (State or Federal) for the time being enacted and all regulations, schemes, ordinances, local laws, by-laws, requisitions, orders or statutory instruments made under any Act from time to time by any statutory, public or other competent authority.

1.2 Interpretation

In this Sublease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, local planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (viii) this Sublease or provision of this Sublease or any other deed, agreement, instrument or contract includes a reference to:
 - (i) both express and implied provisions; and

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- that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (ix) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Sublease;
- (d) the covenants and obligations on the part of the Sublessee not to do or omit to do any act or thing include:
 - covenants not to permit that act or thing to be done or omitted to be done by the Sublessee's Agents; and
 - a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

1.3 Headings

Except in the Schedule, headings do not affect the interpretation of this Sublease.

Grant of sublease

Subject to the Head Lessor's consent, the Sublessor subleases to the Sublessee the Premises for the Term subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance and observance of the Sublessee's Covenants.

Effect of Head Lease

3.1 Effect of Head Lease

- (1) The parties agree to the extent that the terms and conditions of the Head Lease are applicable to the Premises, those terms covenants and conditions which apply to and bind the Sublessor under the Head Lease shall apply to and bind the Sublessee reserving to the Sublessor and the Head Lessor severally all rights and powers conferred on the Head Lessor by the Head Lease.
- (2) Where by the terms of the Head Lease an act or omission of the Sublessor constitutes a breach of a term of the Head Lease if done or permitted without the consent or permission of the Head

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Item 11.2 - Attachment 1

Lessor that act or omission shall be deemed to be a breach of this Sublease if done or permitted by the Sublessee without the consent or permission of both the Head Lessor and the Sublessor.

3.2 Sublessee not to cause breach of Head Lease

- (1) Despite any other provision of this Sublease, the Sublessee must not do or omit to do any act, matter or thing which would constitute a breach of, or default under, the Head Lease or cause the Sublessor to be in breach of the Head Lease.
- (2) The Sublessee indemnifies the Sublessor for any losses, costs, expenses, damages or claims incurred or suffered by the Sublessor to the extent such costs, expenses, damages or claims arise out of a breach by the Sublessee of any of the Sublessee's obligations under this Sublease, including any losses, costs, expenses, damages or claims resulting from termination of the Head Lease to the extent such losses, costs, expenses, damages or claims arise out of a breach by the Sublessee of any of the Sublessee's obligations under this Sublease, including any liability of the Sublessor to the Head Lessor.

3.3 Head Lease ends

If the Head Lease ends for any reason then the Sublessee will also end contemporaneously with the Head Lease and the Sublessee will have no right or claim against the Sublessor for any matter or thing arising from or in connection with the Sublesse and or its termination.

3.4 Transfer of Responsibility of Port

The parties acknowledge that responsibility of the Port was transferred to the Head Lessor on proclamation of section 50 of the Ports Legislation Amendment Act 2019 (Transfer) on 1 July 2021.

Quiet enjoyment

Except as provided in the Sublease, subject to the performance and observance of the Sublessee's Covenants the Sublessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Sublessor or persons lawfully claiming through or under the Sublessor.

5. Rent and other payments

5.1 Rent

The Sublessee covenants with the Sublessor to pay to the Sublessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

5.2 Outgoings

- (1) The Sublessee covenants with the Sublessor to punctually pay to the Sublessor (or to such person as the Sublessor may from time to time direct) all the following outgoings or charges, assessed or incurred in respect of the Premises:
 - local government rates, services and other charges, including but not limited to rubbish collection charges and the emergency services levy;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;

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- (c) 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 or telephone connection;
- (d) land tax on a single ownership basis; and
- (e) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Sublessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Sublessee will pay to the Sublessor a proportionate part of any charges or assessments referred to in clause 5.2(1) being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

5.3 Interest

Without affecting the rights, power and remedies of the Sublessor under this Sublease, the Sublessee covenants with the Sublessor to pay to the Sublessor interest on demand on any Amounts Payable which are unpaid for 35 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

5.4 Costs

- (1) The Sublessee covenants with the Sublessor to pay to the Sublessor on demand:
 - (a) all duty, fines and penalties payable under the Duties Act 2008 and other statutory duties
 or taxes payable on or in connection with the Sublessee entering into this Sublease;
 - (b) all registration fees in connection with this Sublease; and
 - (c) all reasonable legal costs of and incidental to the instructions for the preparation, execution and stamping of this Sublease and all copies.
- (2) The Sublessee covenants with the Sublessor to pay to the Sublessor all costs, legal fees, disbursements and payments incurred by or for which the Sublessor is liable in connection with or incidental to:
 - (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Sublease;
 - (b) any breach of covenant by the Sublessee or the Sublessee's Agents;
 - (c) the preparation and service of a notice under section 81 of the Property Law Act 1969 requiring the Sublessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a court;
 - (d) any work done at the Sublessee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this clause 5.4 or any matter arising out of the Sublessee's use and occupation of the Premises under this Sublease.

5.5 Payment of Money

Amounts Payable to the Sublessor under this Sublease must be paid to the Sublessor at the address of the Sublessor referred to in this Sublease or as otherwise directed by the Sublessor by Notice from time to time.

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5.6 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

Rent Review

6.1 Rent Reviews

- (1) The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Sublessee until the next Rent Review Date.
- (2) The basis for each review is as identified for each Rent Review Date in Item 8 of the Schedule.

6.2 Rent Review based on CPI

A Rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. 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 in accordance with clause 6.3(d) below.

6.3 Market Review

A Rent review based on market review will establish the current (ground) market rent for the Premises which will be determined in accordance with the following provisions:

- (a) The Sublessor shall notify the Sublessee of the amount that it reasonably considers is the current (ground) market rent for the Premises.
- (b) If the Sublessee disputes the current market rent as notified by the Sublessor, it must notify the Sublessor of that dispute (Market Rent Dispute Notice) within 20 Business Days after receiving the Sublessee's notification. The Sublessee must comply with this time limit to dispute the notified amount.
- (c) If the Sublessee does not dispute the amount notified or does not provide a Market Rent Dispute Notice within the timeframe provided for in clause 6.3(c) above, that amount becomes the Rent.
- (d) If the Sublessee gives a Market Rent Dispute Notice, then the current market rent for the Premises will be determined at the expense of the Sublessee by a valuer (Valuer) licensed under the Land Valuers Licensing Act 1978, to be appointed, at the request of either Party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (e) The Valuer must be independent of the Parties, must 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.
- (f) In this clause, "current (ground) market rent" means the rent obtainable for the Premises in a free and open market if the Premises were unoccupied and offered for rental

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for the use for which the Premises are permitted pursuant to this Sublease and on the same terms and conditions contained in this Sublease, BUT will not include:

- any improvements located or erected on the Premises; and
- (ii) any rent free periods, discounts or other rental concessions.

6.4 Rent must not decrease

The Rent payable from any Rent Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

6.5 Sublessor may institute Rent Review

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

Insurance

7.1 Insurance to be effected

- (1) The Sublessee must effect and maintain for the time being adequate public liability insurance for a sum not less than the sum set out at in Item 7 of the Schedule, and such insurance policy must:
 - (a) be with a reputable insurer;
 - (b) note the Sublessor's interest on the policy; and
 - (c) cover events occurring while the policy is current, regardless of when claims are made.
- (2) If a building or buildings are constructed on the Premises, the Sublessee shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of such building or buildings against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks.
- (3) The Sublessee must effect and maintain for the time being adequate marine hulls insurance in accordance with the International Hull clauses (01/011/03) and protection and indemnity insurance with an International Group P & I Club or in accordance with the Institute Protection and Indemnity Clauses Hulls – Time (20/7/87);
 - (a) for each vessel used in connection with the Premises;
 - (b) including coverage for 4/4ths collision liability, pollution, spillage and wreck removal;
 - (c) for an amount not less than the market value or agreed value of the hull and protection and indemnity insurance for an amount not less than \$50,000,000 for each and every occurrence.
- (4) The Sublessee must effect and maintain motor vehicle third party liability insurance, covering legal liability for property loss or damage and bodily injury to or death of persons (other than compulsory third party motor vehicle insurance) caused by motor vehicles used on the Premises and in connection with this Sublease, for an amount not less than \$30,000,000 for any one occurrence or accident.

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(5)	The Sublessee must effect and maintain compulsory third party motor vehicle insurance required by any Written Law for motor vehicles used on the Premises and in connection with this Sublease.			
7.2	Policy requirements			
	The S	The Sublessee must ensure that the insurance maintained under clause 7.1(1):		
	(a) waives all rights of subrogation against the Sublessor; and(b) includes a cross liability clause for the benefit of the Sublessor.		es all rights of subrogation against the Sublessor; and	
			des a cross liability clause for the benefit of the Sublessor.	
7.3	Details and receipts			
	In respect of the insurances required by clause 7.1, the Sublessee must:			
	(a)	on demand supply to the Sublessor details of the insurances and give to the Sublessor copies of the certificates of currency in relation to the insurances;		
			ptly pay all premiums and produce to the Sublessor each policy or certificate of and each receipt for premiums or certificate of currency issued by the insurers;	
	(c)	notify	the Sublessor immediately:	
		(i)	when an event occurs which gives rise or might give rise to a claim under or which could prejudice the policy of insurances; or	
		(ii)	when the policies of insurance are cancelled or materially varied.	
7.4	Not to invalidate			
	The Sublessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:			
	(a)	render any insurances effected under clause 7.1 on the Premises, or any adjoining premises, void or voidable; or		
	(b)		the rate of a premium to be increased for the Premises or any adjoining premises pt insofar as an approved development may lead to an increased premium).	
7.5	Report			
	Each Party must report to the other promptly in writing, and in addition verbally in an emergency:			
	(a)	any da	amage to the Premises of which they are or might be aware; and	
	(b)	any d	ircumstances of which they are aware and which are likely to be a danger or cause lamage or danger to the Premises or to any person in or on the Premises who is lly using or may lawfully use the Premises.	
7.6	Consent to settle claims			
	In respect of the insurances required pursuant to clause 7.1, the Sublessee must not without the consent of the Sublessor enforce, conduct, settle or compromise any insurance claims.			

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7.7 Failure to Comply with Insurance Requirements

If the Sublessee fails to comply with any of its obligations under this clause, the Sublessor may, by serving written notice upon the Sublessee, require that such default be remedied within 28 days and in the event that the Sublessee fails to comply with such notice, then the Sublessor may, in its absolute discretion, immediately terminate this Sublesse.

Indemnity

8.1 Sublessee responsibilities

The Sublessee is responsible and liable for all acts or omissions of the Sublessee's Agents on the Premises and for any breach by them of any covenants or terms in this Sublease required to be performed or complied with by the Sublessee.

8.2 Indemnity

- (1) The Sublessee indemnifies, and shall keep indemnified, the Sublessor and the Head Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Sublessor and/or Head Lessor, or brought, maintained or made against the Sublessor and/or the Head Lessor, in respect of:
 - (a) any loss whatsoever (including loss of use);
 - (b) injury or damage of, or to, any kind of property or thing; and
 - (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with:

- (d) the use or occupation of the Premises, the Land or the Port by the Sublessee or the Sublessee's Agents;
- any work carried out by or on behalf of the Sublessee on the Premises, the Land or the Port;
- the Sublessee's activities, operations or business on, or other use of any kind of, the Premises, the Land or the Port;
- (g) any default by the Sublessee in the due and punctual performance, observance and compliance with any of the Sublessee's covenants or obligations under this Sublesse; or
- (h) a negligent or wrongful act or omission of the Sublessee.

8.3 Obligations Continuing

The obligations of the Sublessee under this clause:

- (a) are unaffected by the obligation of the Sublessee to take out insurance, and the obligations of the Sublessee to indemnify are paramount, however if insurance money is received by the Sublessor for any of the obligations set out in this clause then the Sublessee's obligations this clause will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Sublease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Sublease.

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8.4 No indemnity for Sublessor's negligence

The parties agree that nothing in this clause shall require the Sublessee to indemnify the Sublessor, its officers, servants, or agents against any loss, damage, expense, action or claim caused by, or contributed to (to the extent of that contribution) by, the negligence or any act or omission of the Sublessor, or its servants, agents, contractors or invitees.

8.5 Release

- (1) The Sublessee:
 - agrees to occupy and use the Premises at the risk of the Sublessee; and
 - (b) releases to the full extent permitted by law, the Sublessor and the Head Lessor from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Sublessee's use or occupation of the Premises, the Land or the Port; and
 - (ii) loss of or damage to the Premises or personal property of the Sublessee;

except to the extent that such loss or damage is caused by, or contributed to (to the extent of that contribution) by, the negligence or any act or omission of the Sublessor, or its servants, agents, contractors or invitees.

(2) The release by the Sublessee continues after the expiration or earlier determination of this Sublease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Sublease.

9. Limit of Sublessor's liability

- (1) The Sublessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring, except to the extent that such loss or damage arises out of the negligence or any act or omission of the Sublessor or its servants, agents, contractors or invitees.
- (2) The Sublessor will not be liable for any failure to perform and observe any of the Sublessor's Covenants due to any cause beyond the Sublessor's control.

Maintenance, repair and cleaning

10.1 Generally

- (1) Subject to paragraph (3) below, the Sublessee AGREES during the Term and for so long as the Sublessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes any of the Lessor's fixtures and fittings) clean and in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Sublessee any obligation:
 - (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any negligence, default or wrongful act or omission of or on the part of the Sublessee or the Sublessee's Agents, or the Sublessor's insurances are invalidated by any act, neglect or default by the Sublessee or the Sublessee's Agents; and

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- (b) in respect of any structural or capital maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Sublessee or the Sublessee's Agents, or by the Sublessee's particular use or occupancy of the Premises.
- (2) In discharging the obligations imposed on the Sublessee under this subclause, the Sublessee shall where maintaining, replacing or repairing in or on the Premises:
 - (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures; and
 - (d) any gas fittings and fixtures,

use only licensed trades persons, or such trades persons as may be approved by the Sublessor and notified to the Sublessee, which approval shall not be unreasonably withheld.

- (3) For the avoidance of doubt, the Sublessee is responsible for minor internal repairs to the Premises. For example, repair and replacement of door handles, door locks, light fittings, globe replacement, internal glass breakages and internal painting.
- (4) Notwithstanding any other provision of this Sublease, the Sublessee will be responsible for any repair or replacement to the Premises, the Land or the Port which is necessary because of any negligence, default or act or omission of or on the part of the Sublessee or the Sublessee's Agents, or the Sublessor's insurances are invalidated by any act, neglect or default by the Sublessee or the Sublessee's Agents.

10.2 Cleaning

The Sublessee must at all times keep the Premises clean, tidy, unobstructed and free from rubbish.

10.3 Acknowledgement of state of repair of Premises

- The Sublessee accepts the Premises in its present condition relying upon its own enquiries and investigations.
- (2) The Sublessor does not expressly or impliedly warrant that the Premises are now or will remain suitable or adequate for all or any of the purposes of the Sublessee or for the business which the Sublessee is authorised to conduct thereon and to the extent permitted by law, all warranties (if any) as to suitability and adequacy of the Premises implied by law are hereby expressly negatived.

11. Environmental Contamination

- (1) The Sublessee shall undertake any Remediation of the Premises that is required to be undertaken (whether by a condition of development approval or otherwise) by reason of its proposed use of the Premises for the Permitted Purpose.
- (2) Subject always to paragraph (1) above, the Sublessee acknowledges and agrees:
 - (a) from the Commencement Date it is responsible for all and any Environmental Contamination caused as a result of the Sublessee's use and occupation of the Premises;
 - (b) if at any time during the Term the Sublessee knows or suspects of any Environmental Contamination on, in or under the surrounding land or the Premises, then the Sublessee

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must immediately inform the DER, the EPA and the Sublessor of the Environmental Contamination;

- (c) it must take all reasonable steps to prevent Environmental Contamination:
 - (i) occurring on, in or under the Premises; and
 - (ii) entering neighbouring premises from the Premises; and
- (d) if any Environmental Contamination occurs which is attributable to the Sublessee's use of the Premises, it must immediately and to the Sublessor's satisfaction remediate such Environmental Contamination. If the Sublessee fails to remediate the Environmental Contamination in accordance with this clause, then the Sublessor is permitted to, at the Sublessee's cost remediate the Premises or adjoining land. Any reasonable expense that the Sublessor incurs in remediating the Environmental Contamination will be owed by the Sublessee to the Sublessor as a debt payable on demand.

12. Use

12.1 Restrictions on use

The Sublessee must not and must not suffer or permit a person to:

- (a) use the Premises or any part of it for any purpose other than the Permitted Purpose; or
- use the Premises for any purpose which is not permitted under any local planning scheme or any law relating to health;
- do or carry out on the Premises any harmful, offensive or illegal act, matter or thing;
- (d) do or carry out on the Premises anything which causes a nuisance, damage or disturbance to the Sublessor or to owners or occupiers of adjoining properties;
- (e) store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:
 - (i) any such storage must comply with all relevant statutory provisions;
 - (ii) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Sublessor;
 - (iii) the Sublessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
 - (iv) upon the request of the Sublessor, the Sublessee will provide a manifest of all dangerous compounds or substances stored on the Premises; or
- (f) do any act or thing which might result in excessive stress or harm to any part of the Premises.

12.2 Sublessee's acknowledgement as to working wharf

(1) The Sublessee acknowledges that the Premises is located adjacent to a working port that may at times include the storage or transportation of explosive and other hazardous substances and security access restrictions.

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(2) The Sublessee further acknowledges and agrees to comply with and follow any rules, regulations, plans or policies in respect of the Port, including but not limited to strict compliance with any Safety Management Plans, Transport Management Plans and security legislation, plans or policies as provided or notified by the Sublessor to the Sublessee from time to time.

12.3 No Warranty

The Sublessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Sublessor will issue any consents, approvals, authorities, permits or licences required by the Sublessee under any statute for its use of the Premises.

12.4 Premises Subject to Restriction

The Sublessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

12.5 Indemnity for Costs

The Sublessee indemnifies the Sublessor against any claims or demands for all costs, on a solicitor client basis, incurred by the Sublessor by reason of any claim in relation to any matters set out in this clause.

Alterations

13.1 Restriction

- (1) The Sublessee must not without prior written consent, which is not to be unreasonably withheld, conditioned or delayed:
 - (a) (i) from the Sublessor;
 - (ii) from any other person from whom consent is required under this Sublease;
 - required under statute in force from time to time, including but not limited to the planning approval of the Sublessee under a town planning scheme of the Sublessee;
 - (b) install any new signage;
 - make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
 - (d) remove alter or add to any fixtures, fittings or facilities in or on the Premises.

13.2 Consent

- If the Sublessor and any other person whose consent is required under this Sublease or at law consents to any matter referred to in clause 13.1 the Sublessor may:
 - (a) consent subject to conditions; and
 - require that work be carried out in accordance with plans and specifications approved by the Sublessor or any other person giving consent;

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- (ii) require that work be carried out in accordance with the Building Code of Australia; and
- require that any alteration be carried out to the satisfaction of the Sublessor under the supervision of an engineer or other consultant; and
- (b) if the Sublessor consents to any matter referred to in clause 13.1:
 - the Sublessor gives no warranty that the Sublessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Sublessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

13.3 Cost of Works

Subject to clause 13.4, all works undertaken under this clause by the Sublessee will be carried out at the Sublessee's expense.

13.4 Conditions

If any of the consents given by the Sublessor or other persons whose consent is required under this Sublease or at law require other works to be done by the Sublessee as a condition of giving consent, then the Sublessee must at the option of the Sublessor either:

- (a) carry out those other works at the Sublessee's expense; or
- (b) permit the Sublessor to carry out those other works at the Sublessee's expense,

in accordance with the Sublessor's requirements.

14. Sublessor's right of entry

14.1 Entry on Reasonable Notice

- (1) The Sublessor or any person authorised by the Sublessor may enter the Premises without notice in the case of an emergency, and otherwise upon reasonable notice (which must be no less than 2 Business Days):
 - (a) (i) at all reasonable times;
 - (ii) with or without workmen and others;
 - (iii) with or without plant, equipment, machinery and materials; and
 - (b) for each of the following purposes:
 - (i) to comply with any of its obligations under the Head Lease or the Management Agreement, and in that regard the Sublessee agrees to provide all such assistance to the Sublessor and take any necessary action to enable the Sublessor to comply with any of its obligations under the Head Lease or the Management Agreement;
 - (ii) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Sublease;

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- (iii) to carry out any survey or works which the Sublessor (acting reasonably) considers necessary; however the Sublessor will not be liable to the Sublessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Sublessee;
- (iv) to comply with the Sublessor's covenants or to comply with any notice or order of any authority in respect of the Premises for which the Sublessor is liable; and
- (v) to do all matters or things to rectify any breach by the Sublessee of any term of this Sublease (provided the Sublessor has first given the Sublessee a notice requiring the Sublessee to remedy the breach and the Sublessee has failed to remedy the breach within the reasonable time set out in the notice) but the Sublessor is under no obligation to rectify any breach and any rectification under this clause is without prejudice to the Sublessor's other rights, remedies or powers under this Sublease.
- (2) The Sublessor must when exercising rights under this clause, cause as little inconvenience as is reasonably possible to the Sublessee.

14.2 Costs of Rectifying Breach

All costs and expenses incurred by the Sublessor as a result of any breach referred to in clause 14.1(1)(b)(v) together with any interest payable on such sums will be a debt due to the Sublessor and payable to the Sublessor by the Sublessee on demand.

14.3 Notice to Relet

During the last three (3) months prior to the expiry of the Sublease the Sublessee must:

- (a) permit the Sublessor to affix upon any part of the Premises a notice for reletting the same;
- (b) not remove, conceal or deface such notice to relet; and
- (c) permit intending tenants at all reasonable times to view the Premises.

Statutory obligations and notices

15.1 Comply with Statutes

The Sublessee must:

- (a) comply promptly with all Written Law from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at clause 12; and
- (c) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Sublessee carries on at the Premises.

15.2 Indemnity if Sublessee Fails to Comply

The Sublessee indemnifies the Sublessor against:

(a) failing to perform, discharge or execute any of the items referred to in clause 15.1; and

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(b) any claims, demands, costs or other payments of or incidental to any of the items referred to in clause 15.1.

except to the extent that any claim, demand, costs or other payments is caused by, or contributed to (to the extent of contribution) by, the negligence or any act or omission of the Sublessor, or its servants, agents, contractors or invitees.

16. Report to Sublessor

The Sublessee must immediately report to the Sublessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which
 involves or is likely to involve a breach of the peace or become the subject of a report
 or complaint to the police and of which the Sublessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Sublessee and which affect the Premises and immediately deliver them to the Sublessor.

17. Default

17.1 Events of Default

- Subject to clause 17.1(2), a default occurs if:
 - (a) any Amounts Payable remain unpaid after becoming due and remains unpaid for one month after written notice has been given to the Sublessee to pay such Amounts Payable;
 - (b) the Sublessee is in breach of any of the Sublessee's Covenants other than the covenant to pay the Amounts Payable for 28 days after written notice has been given to the Sublessee to rectify the breach;
 - (c) an order is made or a resolution effectively passed for the winding up of the Sublessee unless the winding up is for the purpose of amalgamation or reconstruction;
 - (d) a controller, as defined by the Corporations Act 2001 is appointed in respect of the Sublessee's interest in the Premises under this Sublease;
 - (e) a mortgagee takes possession of the Sublessee's interest in the Premises under this Sublease;
 - (f) the Premises are vacated and remain so for a continuous period of 28 days;
 - (g) the registration of the Sublessee is cancelled or dissolved under the Corporations Act 2001 or the Associations Incorporation Act 2015, as the case may be; or
 - (h) a person other than the Sublessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.
- (2) For the purposes of clause 17.1(1) the Sublessor agrees that the Sublessee will not be in default under the Sublease if, at any time, an administrator, as defined by the Corporations Act 2001, is appointed in respect of the Sublessee except where the administration comes to an end by reason of the Sublessee's creditors resolving that the Sublessee should be wound up.

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17.2 Forfeiture

On the occurrence of any of the events of default specified in clause 17.1 the Sublessor may:

- upon written notice to the Sublessee, at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Sublessee determine this Sublease and from the date of giving such notice this Sublease will be absolutely determined; and
- (c) by notice to the Sublessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Sublease will be determined as from the giving of the notice and until the tenancy is determined the Sublessee will hold the Premises from the Sublessor as a tenant from month to month under clause 20,

but without affecting the right of action or other remedy which the Sublessor has in respect of any other breach by the Sublessee of the Sublessee's Covenants or releasing the Sublessee from liability in respect of the Sublessee's Covenants.

17.3 Sublessor may Remedy Sublessee's default

If the Sublessee:

- (a) fails or neglects to pay the Amounts Payable by the Sublessee under this Sublease; or
- (b) does or fails to do anything which constitutes a breach of the Sublessee's Covenants,

then, after the Sublessor has given to the Sublessee notice of the breach and the Sublessee has failed to rectify the breach within a reasonable time, the Sublessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Sublessee and the Sublessee must pay to the Sublessor on demand the Sublessor's reasonable costs and expenses of remedying each breach or default.

17.4 Acceptance of Amount Payable By Sublessor

Demand for or acceptance of the Amounts Payable by the Sublessor after an event of default has occurred will not affect the exercise by the Sublessor of the rights and powers of the Sublessor by the terms of the Sublease or at law and will not operate as an election by the Sublessor to exercise or not to exercise any right or power.

17.5 Essential Terms

Each of the Sublessee's Covenants in 5 (Rent and Other Payments); 7 (Insurance); 8 (Indemnity); 10 (Maintenance, Repair and Cleaning), 12 (Use) and 23 (Assignment, Subletting and Charging) is an essential term of this Sublease but this clause does not mean or imply that there are no other essential terms in this Sublease.

17.6 Breach of Essential Terms

If the Sublessee breaches an essential term of this Sublease then, in addition to any other remedy or entitlement of the Sublessor:

- the Sublessee must compensate the Sublessor for the loss or damage suffered by reason of the breach of that essential term;
- the Sublessor will be entitled to recover damages against the Sublessee in respect of the breach of an essential term; and

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- (c) the Sublessee AGREES with the Sublessor that if the Term is determined:
 - for breach of an essential term or the acceptance by the Sublessor of a repudiation of this Sublease by the Sublessee; or
 - following the failure by the Sublessee to comply with any notice given to the Sublessee to remedy any default,

the Sublessee must pay to the Sublessor on demand the total of the Amounts Payable under this Sublease which would have been payable by the Sublessee for the unexpired balance of the Term as if the Term had expired by lapse of time together with the losses incurred or reasonably expected to be incurred by the Sublessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Sublessee agrees that the obligation set out in this clause 17.6(c) will survive termination or any deemed surrender at law of the estate granted by this Sublease;
- (e) the Sublessee may deduct from the amounts referred to at clause 17.6(c) the Rent and other money which the Sublessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by lapse of time; and
- (f) the Sublessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Sublessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Sublease.

Repudiation by Sublessee

18.1 Compensation

In the event that the Sublessee's conduct (whether by acts or omissions) constitutes a repudiation of the Sublease (or of the Sublessee's obligations under the Sublease) or constitutes a breach of any Sublease covenants which is not rectified within the time specified in a notice from the Sublessor specifying the breach, it is agreed that:

- the Sublessee shall compensate the Sublessor for the loss or damage suffered by reason of the repudiation or breach;
- (b) the Sublessor shall be entitled to recover damages against the Sublessee in respect of the repudiation or breach of covenant for the damage suffered by the Sublessor during the entire Term of this Sublease; and
- (c) the Sublessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Sublessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Sublease.

18.2 Entitlement to Recover Damages

The Sublessor's entitlement to recover damages shall not be affected or limited in the event that:

- (a) the Sublessee abandons or vacates the Premises;
- (b) the Sublessor elects to re-enter or to terminate the Sublease;

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- (c) the Sublessor accepts the Sublessee's repudiation; or
- (d) the Parties' conduct constitutes a surrender by operation of law.

18.3 Legal Proceedings

The Sublessor shall be entitled to institute legal proceedings claiming damages against the Sublessee in respect of the entire Term, including the periods before and after the Sublessee has vacated the Premises, and before and after the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in clause 18.2, whether the proceedings are instituted either before or after such conduct.

19. Option to renew

If the Sublessee at least 3 months, but not earlier than 6 months, prior to the date for commencement of the Further Term gives the Sublessor a notice to grant the Further Term and:

- (a) all consents and approvals required by this Sublease or at law have been obtained; and
- (b) there is no subsisting default by the Sublessee at the date of service of the notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Sublessee's obligations,

The Sublessor shall grant to the Sublessee a sublease for the Further Term at the Rent and on the terms and conditions of this Sublease other than in respect of any Further Term previously taken.

20. Holding over

If the Sublessee remains in possession of the Premises after the expiry of the Term with the consent of the Sublessor, the Sublessee will be a monthly tenant of the Sublessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Sublease provided that all consents required under this Sublease or at law have been obtained to the Sublessee being in possession of the Premises as a monthly tenant.

21. Damage or Destruction of Premises

21.1 Abatement of Sublessee's financial obligations

If during the continuance of this Sublease the Premises is wholly or partly damaged or destroyed or is rendered wholly or substantially inaccessible through an event described in clause 21.2, rendering the Premises or any part of it wholly or substantially unfit for the Sublessee's use and occupation or inaccessible, then the Sublessee's financial obligations abate in accordance with this clause.

21.2 Abating events

This clause applies in case of fire, lightning, storm, flood, earthquake, explosion, malicious damage, war damage, and any other event beyond the Sublessee's control.

21.3 Sublessee's financial obligations

Abatement extends to all the Sublessee's financial obligations to the Sublessor under this Sublease, including Rent, and all the rates and taxes and utility charges (Financial Obligations).

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21.4 Period of Abatement

The period of abatement of the Sublessee's Financial Obligations will be from the date of the destruction, damage of the Premises or inaccessibility of the Premises until the date when the Premises are restored in a reasonable period of time, accessible and rendered suitable for the Sublessee's use and occupation. For the sake of clarity the abatement shall not apply to any amount that becomes due and payable by the Sublessee prior to the date the Premises is wholly or partly damaged or destroyed or is rendered wholly or substantially inaccessible, save that if the Rent has been paid in advance the abatement shall apply to any Rent paid in advance which relates to any period from the date of the destruction, damage or inaccessibility of the Premises.

21.5 Effect of abatement

During and for the period of abatement of the Sublessee's Financial Obligations the Sublessee's liability to pay the whole or proportion of the Financial Obligations under this Sublease, as agreed or determined under clause 21.8, calculated on a daily basis will cease and abate.

21.6 Exception to abatement

The Sublessee is not entitled to an abatement of the Sublessee's Financial Obligations under this clause if:

- the event resulting in the damage, destruction to the Premises or inaccessibility of the Premises is caused or contributed to by the negligent act or omission of the Sublessee or the Sublessee's employees; or
- (b) the Sublessor fails to recover the benefit of any insurance for loss or damage to the Premises or the Land because of any negligent act or omission of the Sublessee or the Sublessee's Agents,

to the extent caused or contributed to by the Sublessee or the Sublessee's Agents.

21.7 Sublessee's use of premises

If the extent of damage to the Premises enables the Sublessee to use and enjoy the whole or part of the Premises for the Sublessee's business, THEN the Sublessee may continue to use the Premises and conduct its business whilst the Premises are being repaired unless:

- the Sublessor reasonably requires such use to cease during the whole or part of the repairs;
- (b) any public authority prohibits occupation of the Premises in its damaged condition,

and such use by the Sublessee will be taken into account when determining the partial abatement of the Sublessee's Financial Obligations.

21.8 Determination of abatement

- (1) The parties will endeavour to agree on the commencement and period of abatement of the Sublessee's Financial Obligations, and if the Sublessee is able to have partial use and enjoyment of the Premises, then the proportion of the abatement of the Sublessee's Financial Obligations having regard to the nature and extent of the damage to and use of the Premises.
- (2) If the parties have any dispute regarding the Sublessee's entitlement to an abatement of the Sublessee's Financial Obligations, its period or amount, the dispute will be determined by a loss assessor:

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- (a) who is then a member of the Insurance Council of Australia Ltd (Council) and is experienced in assessing premises of the nature of the Premises and is nominated by the President for the time being or senior officer of that Council on the application of either party:
- (b) acting as an expert;
- (c) who is entitled to accept written submissions and expert reports from either party; and
- (d) whose costs shall be borne equally by the parties;
- (e) whose decision is final and binding on the parties.
- (3) If the loss assessor nominated under paragraph (2) above fails to proceed or to determine the dispute, either party may seek the nomination of another loss assessor in accordance with paragraph (2).

22. Obligations Upon Termination

22.1 Restore premises

Prior to Termination, the Sublessee at the Sublessee's expense must restore the Premises to a condition consistent with the observance and performance by the Sublessee's Covenants under this Sublesse.

22.2 Peacefully surrender

On Termination the Sublessee must:

- (a) peacefully surrender and yield up to the Sublessor the Premises in a condition consistent
 with the observance and performance of the Sublessee's Covenants under this Sublease;
 and
- (b) surrender to the Sublessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Sublessee whether or not provided by the Sublessor.

22.3 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Sublessee must remove from the Premises all property of the Sublessee which is not a fixture other than airconditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Sublessor form an integral part of the Premises and promptly make good, to the satisfaction of the Sublessor, any damage caused by the removal.

22.4 Sublessor can remove property on re-entry

- (1) On re-entry the Sublessor will have the right to remove from the Premises any property of the Sublessee and the Sublessee indemnifies the Sublessor against all damage caused by the removal of and the cost of storing that property.
- (2) The Sublessor may, at any time after the expiration or sooner determination of the Term, give the Sublessee a notice (Abandonment Notice) requiring the Sublessee to remove all fittings, plant, equipment or other articles not previously removed by the Sublessee in accordance with the requirement of this clause (Remaining Items). On the Sublessee's receipt of an Abandonment Notice, the Sublessee shall have 5 Business Days within which to remove all Remaining Items and failing removal within that 5 Business Day period, all Remaining Items still on the Premises

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or in the Sublessor's custody shall be deemed absolutely abandoned by the Sublessee and shall automatically become the absolute property of the Sublessor and may be sold by the Sublessor or disposed of at any time and without further notice or obligation to the Sublessee. The Sublessor shall be entitled to keep the proceeds of any sales and those proceeds shall not be taken into account to reduce any arrears, damages or other moneys for which the Sublessee may be liable.

22.5 Clause to survive termination

The Sublessee's obligations under this clause shall survive Termination.

23. Assignment, sub-letting and charging

23.1 No Assignment or subletting without Consent

The Sublessee must not assign the leasehold estate in the Premises nor part with possession, sublet or dispose of the Premises or any part of the Premises without the prior written consent of the Sublessor, the Head Sublessor and any other person whose consent is required under this Sublease or at law.

23.2 Change in Ownership of Shares

If the Sublessee is a corporation the shares in which are not quoted on any stock exchange in Australia, any change in 50% or more in aggregate in the beneficial ownership, issue or cancellation of shares in that corporation or any holding company of that corporation within the meaning of the *Corporations Act* 2001 (Cth) will be deemed to be an assignment of the leasehold estate created by the Sublesse and the Sublessee must give the Sublessor written notification of the change in ownership of shares within 14 days of the change.

23.3 Sublessor's Consent to Assignment

Provided all parties whose consent is required under this Sublease or at law to an assignment give their consent, then the Sublessor may not unreasonably withhold its consent to the assignment of the leasehold estate created by this Sublease if:

- (a) the proposed assignce being a respectable and financially sound person, experienced and having a good reputation in conducting a business permitted under the provisions of the Sublease, which the Sublessee must demonstrate to the Sublessor's reasonable satisfaction, and the onus of proof shall be on the Sublessee to the reasonable satisfaction of the Sublessor;
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Sublessee or not, of any of the Sublessee's Covenants;
- (c) the Sublessee procures the execution by the proposed assignee of a deed of assignment to which the Sublessor is a party and which deed is prepared and completed by the Sublessor's solicitors:
- (d) the proposed assignee provides to the Sublessor any personal guarantees, or any other security the Sublessor reasonably requires;
- (e) the deed of assignment contains a covenant by the assignee with the Sublessor to pay all Amounts Payable and to perform and observe all the Sublessee's Covenants; and
- (f) the Sublessor's consent to assignment of the Sublease, where provided, may be given subject to such reasonable conditions as the Sublessor sees fit.

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23.4 Subletting requirements

Provided all parties whose consent is required under this Sublease or at law to a sublease give their consent, then the Sublessor may not unreasonably withhold its consent to sublease of the Premises if:

- (a) the proposed use of the Premises is consistent with the Permitted Purpose;
- (b) the terms of the sublease are consistent with the terms of this Sublease; and
- (c) rent for the sublease of the Premises or part thereof is less than the pro rata \$/m² payable by the Sublessee to the Sublessor under this Sublease.

23.5 Property Law Act 1969

Sections 80 and 82 of the Property Law Act 1969 are excluded.

23.6 Costs for Assignment or Sublease

If the Sublessee wishes to assign or sublet the leasehold estate created by this Sublease, the Sublessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Sublessor or other person whose consent is required under this Sublease, of and incidental to:

- the enquiries made by or on behalf of the Sublessor as to the respectability, responsibility and financial standing of each proposed assignee;
- (b) any consents required under this Sublease or at law; and
- (c) all other matters relating to the proposed assignment or sublease,

whether or not the assignment or sublease proceeds.

23.7 No Mortgage or Charge

The Sublessee must not, without first obtaining the Sublessor and the Head Sublessor's consent, mortgage or charge the Premises.

24. Disputes

24.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Sublease is to be referred in the first instance in writing to the Sublessor's Representative as nominated in writing by the Sublessor from time to time (**Sublessor's Representative**) who shall convene a meeting within 10 days of receipt of such notice from the Sublessee or such other period of time as is agreed to by the parties between the Sublessor's Representative and an officer of the Sublessee for the purpose of resolving the dispute (**Original Meeting**).

24.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 24.1** of this Sublease then the dispute shall be referred in writing to the CEO of the Sublessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and a senior representative of the Sublessee for the purpose of resolving the dispute.

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24.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with clause 24.2 of this Sublease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act* 2012 (as amended from time to time) and the Sublessor and the Sublessee may each be represented by a legal practitioner. The Sublessor and the Sublessee must share the costs of the arbitrator.

24.4 Payment of Amounts Payable to Date of Award

The Sublessee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Sublessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Sublessor and the Sublessee then the Sublessor will refund to the Sublessee the monies paid

No fetter of Sublessor's discretion

The Sublessee acknowledges and agrees:

- the Sublessor is a local government established by the Local Government Act 1995
 (WA);
- in its capacity as a local government, the Sublessor will be obliged to comply with statutory obligations imposed by law; and
- (c) no provision of this Sublease may unlawfully restrict or otherwise fetter the discretion of the Sublessor in the lawful exercise of any of its functions and powers as a local government (as distinct from a commercial participant in the terms and conditions of this Sublease);

provided that this clause will not serve to relieve the Sublessor from responsibility for performance of its obligations arising pursuant to this Sublease, except to the extent necessary to avoid any unlawful restriction or fetter of the Sublessor's discretion.

26. Goods and Services Tax

26.1 Sublessee must Pay

If GST is payable on the Basic Consideration or any part thereof or if the Sublessor is liable to pay GST in connection with the sublease of the Premises or any goods, services or other Taxable Supply supplied under this Sublease then, as from the date of any such introduction or application:

- the Sublessor may increase the Basic Consideration or the relevant part thereof by an amount which is equal to the GST Rate; and
- (b) the Sublessee shall pay the increased Basic Consideration on the due date for payment by the Sublessee of the Basic Consideration.

26.2 Increase in GST

If, at any time, the GST Rate is increased, the Sublessor may, in addition to the GST Rate, increase the Basic Consideration by the GST Adjustment Rate and such amount shall be payable in accordance with this clause.

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26.3 GST invoice

Where the Basic Consideration is to be increased to account for GST pursuant to this clause the Sublessor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Sublessee to submit a claim for a credit or refund of GST.

27. Caveat

27.1 No absolute caveat

The Sublessee nor any person on behalf of the Sublessee will, without the prior written consent of the Sublessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Sublessee under this Sublease.

27.2 CEO & Sublessor as attorney

In consideration of the Sublessor having granted this Sublease to the Sublessee, the Sublessee irrevocably appoints the Sublessor and the CEO of the Sublessor jointly and severally:

- (a) for the Term of this Sublease;
- (b) for any holding over under this Sublease; and
- (c) for a period of 6 months after Termination,

to be the agent and attorney of the Sublessee in its name and on its behalf to sign and lodge at Landgate -

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Sublessee;
- a withdrawal of any caveat lodged by or on behalf of the Sublessee and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Sublease,

and the costs of withdrawing any caveat or surrendering this Sublease (including the Sublessor's solicitor's reasonable costs and registration fees) will be borne by the Sublessee.

27.3 Ratification

The Sublessee undertakes to ratify all the acts performed by or caused to be performed by the Sublessor, its agent or attorney under clause 27.2.

27.4 Indemnity

The Sublessee indemnifies the Sublessor against:

- (a) any loss arising directly from any act done under this clause; and
- (b) all reasonable costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Sublessee under this clause.

28. Trustee Provisions

If the Sublessee enters into this Sublease as trustee of a trust:

(a) the Sublessee does so in its capacity as trustee of the trust only;

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(b) the Sublessee warrants to the Sublessor that: (i) it is the only trustee of the trust; (ii) no action has been taken or proposed to remove it as trustee of the trust; it has power under the trust deed of the trust to enter into this Sublease and it has entered into this Sublease for the benefit of the beneficiaries of the trust; (iv) it has a right to be fully indemnified out of the assets of the trust in respect of obligations incurred by it under this Sublease; (v) the assets of the trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the Sublessee has a right to be indemnified out of those assets; (vi) it is not in default under the trust deed; (vii) no action has been taken or is proposed to terminate the trust; (viii) it has complied with its obligations in connection with the trust; and (ix) the Sublessor's rights under this Sublease rank in priority to the interests of the beneficiaries of the trust. Notice Form of delivery A Notice to a Party must be in writing and may be given or made: by delivery to the Party personally; or (a) (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Sublease or any other address nominated by a Party by Notice to the other. Service of notice A Notice to a Party is deemed to be given or made: if by personal delivery, when delivered; (a) (b) if by leaving the Notice at an address specified in clause 29.1(b), at the time of leaving the Notice, provided the Notice is left during normal business hours; and (c) if by post to an address specified in clause 29.1(b), on the fourth business day following the date of posting of the Notice. Signing of notice A Notice to a Party may be signed: if given by an individual, by the person giving the Notice;

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if given by a corporation, by a director, secretary or manager of that corporation;

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- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the Associations Incorporation Act 2015, by any person authorised to do so by the board or committee of management of the association; or
- by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

General Provisions

30.1 Commercial Tenancy Act

If at any time and for so long as the Commercial Tenancy (Retail Shops) Agreements Act 1985 applies to this Sublease and a provision of that Act conflicts with a provision of this Sublease, then each conflicting provision of this Sublease is deemed to be amended to the extent necessary to comply with that Act.

30.2 Western Australian Planning Commission Consent

If for any reason this Sublease requires by law the consent of the Western Australian Planning Commission then this Sublease is made expressly subject to and is conditional upon the granting of the consent of the Western Australian Planning Commission.

30.3 Sublessor's Consent

The Sublessee acknowledges and agrees with the Sublessor that:

- if the Sublessor consents to any matter referred to in this Sublease, the Sublessor may consent subject to any conditions that it deems reasonably necessary; and
- (b) if the Sublessor consents to any matter referred to in this Sublease, the Sublessee must, to the reasonable satisfaction of the Sublessor, comply with any condition imposed by the Sublessor.

30.4 Acts by agents

All acts and things which the Sublessor is required to do under this Sublease may be done by the Sublessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Sublessor.

30.5 Severance

If any part of this Sublease is or becomes void or unenforceable, that part is or will be severed from this Sublease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

30.6 Variation

This Sublease may be varied only by deed executed by the parties subject to such consents as are required by this Sublease or at law.

30.7 Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Sublease do not, to the fullest extent permitted by law, apply to limit the terms of this Sublease.

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30.8 Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Sublease.

30.9 Waiver

- Failure to exercise or delay in exercising any right, power or privilege in this Sublease by a Party does not operate as a waiver of that right, power or privilege.
- (2) A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

30.10 Statutory powers

The powers conferred on the Sublessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Sublease, in addition to the powers conferred on the Sublessor in this Sublease.

30.11 Governing law

This Sublease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

31. Additional terms and conditions

Each of the terms and conditions (if any) specified in **Item 9** the Schedule are part of this Sublease and are binding on the Sublessor and the Sublessee as if incorporated into the body of this Sublease. If there is any inconsistency between the provisions of **Item 9** of the Schedule and the remaining provisions of this Sublease, the provisions of **Item 9** of the Schedule will prevail to the extent of that inconsistency.

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Schedule

Item 1 Land & Premises

Land

Lot 325 on Deposited Plan 64512 being the whole of the land comprised in Crown Land Title LR3157 Folio 128, being part of the land in Reserve 26818.

Premises

That portion of the Land as shown identified as "Area 2" on the plan annexed to this Sublease as Annexure 1 comprising an area of approximately 357m² including any improvements erected on that area.

Item 2 Term

4 years commencing on 1 July 2019 and expiring 30 June 2023.

Item 3 Further Term

Nil.

Item 4 Commencement Date

1 July 2019.

Item 5 Rent

\$21,420 per annum plus GST, payable to the Sublessor annually in advance, plus any other outgoings payable under this Sublease.

Item 6 Permitted Purpose

Commercial fish farming and uses reasonably ancillary thereto.

Item 7 Public liability insurance

Fifty million dollars (\$50,000,000.00).

Item 8 Rent Review Date

The Rent will be reviewed:

- (a) on every anniversary of the Commencement Date in accordance with a CPI Review or with an increase of 3%, whichever is greater; and
- (b) in the event the Sublease is assigned to a third party a Market Review is to be carried out, and the reviewed Rent shall take effect at the date of the assignment.

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Item 9 Additional terms and conditions

9.1 Access Restricted due to security requirements

- (1) Where the Sublessee is unable to access the Premises as a result of:
 - (a) upgraded, amended or newly enacted National or State security legislation;
 - (b) a security management plan for the Port; or
 - (c) any other policy or statutory requirement that results in the Premises being closed to unauthorised officers

this Sublease will be immediately terminated, in which case, the provisions of clause 22 shall apply.

- (2) The Sublessee indemnifies the Sublessor against any claims for loss of operation of the Sublessee or otherwise where:
 - (a) access to the Premises by the Sublessee is restricted or not available as a result of
 existing or new security legislation pertaining to, or procedures relating to safety
 management of, the Port of Derby; or
 - (b) the termination of the Sublease pursuant to Item 9.1 above.

9.2 Head Lease Re-Negotiations

The Sublessee acknowledges and agrees that:

- (a) the Head Lessor and the Sublessor are as at the Commencement Date renegotiating the terms and conditions of the Head Lease in order to reflect the requirements and intent of the Port Authorities Act 1999 and the Port Authorities Regulations 2001 (Head Lease Re-Negotiations);
- (b) on completion of the Head Lease Re-Negotiations, the Sublessor will give notice to the Sublessee of the variations to the terms and conditions of the Head Lease and the consequential variations to the terms and conditions of this Sublease (Sublessor's Notice of Variation);
- (c) if the Sublessee does not agree to the consequential variations to the terms and conditions of this Sublease, the Sublessee may within twenty one (21) days of receiving a Sublessor's Notice of Variation give the Sublessor three (3) months' notice in writing of the Sublessee's intention to vacate the Premises and terminate the Sublease (Sublessee's Termination Notice);
- (d) if the Sublessee gives the Sublessor a Sublessee's Termination Notice in accordance with subclause (c) of this clause, then:
 - the termination of the Sublease will take effect on the date being three (3)
 months after the date the Sublessee gave a Sublessee's Termination Notice
 to the Sublessor; and

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- (ii) the termination of the Sublease under this clause must be evidenced by a deed of surrender prepared by the Sublessor's lawyers at the Sublessee's cost and expense and executed by the parties; and
- (e) if the Sublessee does not give a Sublessee's Termination Notice to the Sublessor within twenty one (21) days of the date of the Sublessor's Notice of Variation, then:
 - the Sublessee will be deemed to have agreed to and must comply with the consequential variations to the terms and conditions of this Sublease contained in the Sublessor's Notice of Variation; and
 - (ii) the Sublessee must within fourteen (14) days of request by the Sublessor enter into a deed of variation of this Sublease prepared by the Sublessor's lawyers which will, with effect from the date of the Sublessor's Notice of Variation, vary this Sublease to incorporate the consequential variations to the terms and conditions of this Sublease as detailed in the Sublessor's Notice of Variation.

9.3 Repairs carried out by Sublessee

If any repairs to the Premises are required to be carried out by the Sublessor under this Sublease and Notice has been given to the Sublessor specifying the repairs required, the Sublessor shall carry out such repairs within a reasonable period of time having regard to the nature and extent of the works required.

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Head Lessor's consent

KIMBERLEY PORTS AUTHORITY (ABN 56 780 427 150) a body corporate constituted pursuant to the provisions of the Port Authorities Act 1999 (WA) (as amended) of Lot 549 Port Drive, Broome, Western Australia 6725 (**Head Lessor**) consents to the document to which this form of consent is attached (**Sublease**) on the following terms and conditions which apply notwithstanding any other provision of the Sublease:

- The Head Lessor's consent:
 - (a) does not authorise any further sublease, assignment, renewal, variation, extension or mortgage by the Sublessor or the Sublessee (except in respect of the Further Term);
 - is without prejudice to the exercise by the Head Lessor of any of its rights, remedies and powers contained or implied in the Head Lease; and
 - (c) is without prejudice to the obligations of the Sublessor to observe and perform the covenants, agreements and obligations contained or implied in the Head Lease or imposed by law to be observed and performed by the Sublessor (Sublessor's Head Lease Covenants).
- The Head Lessor's consent is given in reliance on the following representations and warranties hereby made by the Sublessor:
 - the Sublease is not inconsistent in its terms with any of the covenants, terms and conditions contained in the Head Lease; and
 - (b) the permitted use of the Premises is consistent with the approved uses under the Head Lease.
- 3. Except as expressly or by necessary implication varied by the terms and conditions of the Sublease and without affecting in any way the Sublessor's obligation to the Head Lessor to observe and perform all of the covenants, agreement and obligations contained or implied in the Head Lease to be observed and performed by the Sublessor in respect of the Premises.
- The Sublessee must not impede the exercise of any rights, remedies or powers in favour of the Head Lessor contained or implied in the Head Lease or granted by law.
- 5. The Sublessee indemnifies the Head Lessor against all claims, demands, losses, damages, costs and expenses for which the Head Lessor becomes liable in respect of loss or damage to property or death or injury of any nature or kind and however or wherever sustained resulting from an act or omission of the Sublessee or caused or contributed to by the use or occupancy of the Premises.
- 6. The right of the Sublessee to hold over after the expiry of the Sublease will be subject to the Head Lease not having expired or having been determined and any holding over period by the Sublessee is limited to a total period of six (6) months after which time the Sublease will automatically be determined.
- The Head Lessor will not be liable to the Sublessee for:
 - (a) the Sublessor's failure to observe or perform the Sublessor's Head Lease Covenants; or
 - (b) failure to enforce observance or performance of the Sublessor's Head Lease Covenants.
- The Sublessee must obtain the Head Lessor's consent to any renewal of the Sublease, which
 consent will only be granted if there is no subsisting breach of the Sublease, the Sublessee executes

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- a deed of renewal in a form approved of by the Head Lessor's lawyers and the Sublessee pays the Head Lessor's lawyers and managing agent's costs and expenses in relation to reviewing, advising on and processing the renewal documentation.
- The Sublessee acknowledges that the prior written consent, which consent is to be sought by making application to the Head Lessor's managing agent, of the Head Lessor must be obtained to any assignment and that assignment must be evidenced by a deed of assignment reviewed and approved of by the Head Lessor's lawyers at the Sublessee's cost in all respects and the Sublessee acknowledges that the Head Lessor may decline to consent to any such assignment if there is a subsisting breach of the Sublease at the date of the Sublessee's application for consent and the Sublessee must pay the Head Lessor's managing agent's fees in relation to any assignment.
- If the term of the Head Lease expires or is terminated by either the Head Lessor or the Sublessor in a manner permitted by the Head Lease, the Extended Term of the Sublease will automatically be terminated with effect from the date of expiry or termination of the Head Lease and the Lessor will be entitled to enter into possession of the Premises and the Sublessee will have no claim whatsoever against the Head Lessor in respect of such termination and entry into possession.
- The Sublessee hereby irrevocably appoints the Head Lessor and each of the Head Lessor's authorised officers, jointly and severally, as the agent and attorney of the Sublessee to surrender or withdraw any absolute caveat and any subject to claim caveat which has not been withdrawn within seven (7) days of the assignment, or expiry, of the Extended Term, and all costs incurred by the Lessor in doing so must be borne and paid by the Sublessee.
- The Sublessee must pay the Head Lessor's costs of and incidental to the review of the Sublease and the preparation of this form of consent and the Head Lessor's managing agent's costs of and incidental to the processing of the Sublease.
- Words and phrases used as defined terms, but not defined, in this form of consent have the meaning given to them in the Sublease.
- The Sublessee and the Sublessor each acknowledge and agree to the above terms and conditions on which the Head Lessor has consented to the Sublease.

THIS CONSENT IS EXECUTED 22 JD

2022

THE common seal of the Kimberley Ports Authority (ABN 56 780 427 150) was affixed in accordance with section 134 of the Port Authorities Act 1999 (WA) in the presence of -

outive Officer

Signature of Dire

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GEOFF HAELEWA Signature of President AMANDA DEXTER Signature of Chief Executive Officer	Name of President (print) Name of Chief Executive Officer (print)
Executed by MPA Fish Farms Pty Ltd (ACN 108 494 079) in accordance with section 127(2) of the Corporations Act: Signature of director/ secretary Secretary	ANDREAS UON SCHOLTEN Name of director/company secretary HELEN CHOW Name of director-company secretary

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EXECUTED

2021

THE COMMON SEAL of the Shire of Derby/West Kimberley is affixed in the presence of -

Name of President (print)

Name of Chief Executive Officer (print)

Executed by MPA Fish Farms Pty Ltd (ACN 108 494 079) in accordance with section 127(2) of the Corporations Act:

Signature of director/ secretary

Signature of direct company secretary ANDREAS YOU SCHOLTEN

Name of director/company secretary

HELEN CHOW

Name of director- company secretary

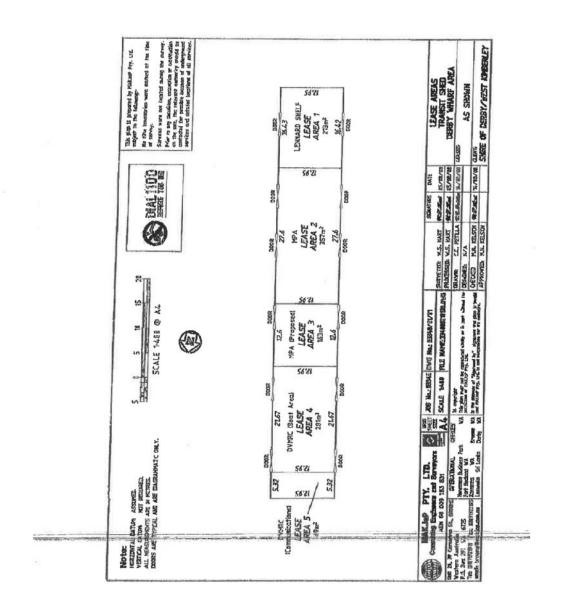
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Annexure 1 – Sketch of Premises



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Lease Areas 2 & 3, Derby Wharf Area Derby, WA 6728 Our Reference: 15199053



APPENDIX 3

LEASE - AREA 3 (SIGNED & DATED)

SOLUTIONS WITH EXCELLENCELiability limited by a scheme approved under Professional Standards Legislation

Page 1

Derby Port – Sublease of Area 3

Shire of Derby/West Kimberley

MPA Fish Farms Pty Ltd



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Details

Parties

Shire of Derby/West Kimberley

of PO Box 94, Derby, Western Australia (**Sublessor**)

MPA Fish Farms Pty Ltd (ACN 108 494 079)

of Suite 12, 890 Canning Highway, Applecross, Western Australia (Sublessee)

Background

- A The Head Lessor leased the Land to the Sublessor.
- B Under the terms of the Head Lease, the Sublessor has the power to sublease to third parties portions of the Land.
- C The Sublessee has requested that the Sublessor grant it a sublease over a portion of the Land, being more particularly the Premises, and the Sublessor has agreed subject to the parties entering into this Sublease.

Agreed terms

Definitions

In this Sublease, unless otherwise required by the context or subject matter:

Amounts Payable means the Rent and any other money payable by the Sublessee under this Sublease;

Basic Consideration means all consideration (whether in money or otherwise) to be paid or provided by the Sublessee for any supply or use of the Premises and any goods, services or other things provided by the Sublessor under this Sublease (other than tax payable pursuant to this clause);

Business Day means a day other than a Saturday, Sunday or public holiday in Port Hedland, Western Australia;

CEO means the Chief Executive Officer for the time being of the Sublessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Sublease;

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Commencement Date means the date of commencement of the Term specified in Item 4 of the Schedule;

Contaminated Sites Act means the Contaminated Sites Act 2003 (WA);

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics or its equivalent determined in accordance with clause 6.2;

CPI Review means the Rent review process described in clause 6.2;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat or anything described as an encumbrance on the Certificate of Title for the Premises;

Environmental Contamination has the same meaning as the word "contaminated" in the Contaminated Sites Act;

EPA means the Environmental Protection Authority of Western Australia;

Further Term means the further term specified in Item 3 of the Schedule;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

GST has the meaning that it bears in the GST Act;

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any legislation substituted for, replacing or amending that Act;

GST Adjustment Rate means the amount of any increase in the rate of tax imposed by the GST Law;

GST Law has the meaning that it bears in section 195-1 of the GST Act;

GST Rate means 10%, or such other figure equal to the rate of tax imposed by the GST Law;

Head Lease means the amended and restated head lease entitled 'Derby Head Lease' between the Sublessor and the Head Lessor with commencement date of 1 July 2021, including the schedule as supplemented, amended or varied from time to time;

Head Lessor means the Kimberley Ports Authority a body corporate constituted pursuant to the provisions of the *Ports Authorities Act 1999* (as amended) of 280 Port Drive, Broome;

Initial Head Lessor means the Minister for Transport a body corporate constituted pursuant to the provisions of section 8 of the *Marine and Harbours Act 1981* of 1 Essex Street Fremantle, Western Australia;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Sublessor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00, which rate cannot exceed the rate prescribed by, and imposed in accordance with, section 6.13 of the *Local Government Act 1995* (WA);

Land means the land described at Item 1 of the Schedule;

Management Agreement means the amended and restated management agreement entitled 'Derby Management Agreement' between the Sublessor and the Head Lessor with

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commencement date of 1 July 2021, including the schedule as supplemented, amended or varied from time to time;

Market Review means the Rent review process described in clause 6.3;

Notice means each notice, demand, consent or authority given or made to any person under this Sublease;

Original Head Lease means the lease entitled 'Port of Derby Head Lease' between the Sublessor and the Initial Head Lessor dated 16 December 1997 as supplemented, amended or varied from time to time, including without limitation:

- (a) as varied by a deed of partial surrender of lease dated 24 October 2011 between the Sublessor and the Initial Head Lessor;
- (b) as varied by a deed of variation of lease dated 3 December 2015 between the Sublessor and the Initial Head Lessor; and
- as renewed by a renewal of lease dated 3 December 2015 between the Sublessor and the Initial Head Lessor; and
- (d) as varied by a deed of variation of lease between the Sublessor and the Initial Head Lessor with a date of variation of 1 April 2018;

Original Management Agreement means the management agreement between the Sublessor and the Initial Head Lessor dated 16 December 1997;

Party means the Sublessor or the Sublessee according to the context;

Permitted Purpose means the purpose specified in Item 6 of the Schedule;

Port means the Port of Derby;

Premises means the premises described in Item 1 of the Schedule;

Remediation has the meaning it has in the Contaminated Sites Act and Remediate has a corresponding meaning;

Rent means the rent specified in Item 5 of the Schedule as varied from time to time under this Sublease;

Rent Period means each period from the Commencement Date or a Rent Review Date to the next Rent Review Date or Termination;

Rent Review Date means a date identified in Item 8 of the Schedule;

Restated Management Agreement means the document between the Shire and the Minister for Transport entitled 'Deed of Amendment and Restatement of Derby Management Agreement' and dated 1 October 2018;

Schedule means the Schedule to this Sublease;

Sublease means this deed as supplemented, amended or varied from time to time;

Sublessee's Agents includes:

(a) the employees, agents, contractors, invitees and licensees of the Sublessee; and

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(b) any person on the Premises by the authority of a person specified in paragraph (a);

Sublessee's Covenants means the covenants, agreements and obligations set out or implied in this Sublesse or imposed by law to be performed and observed by the Sublessee;

Sublessor's Covenants means the covenants, agreements and obligations set out or implied in this Sublease, or imposed by law to be performed and observed by the Sublessor;

Term means the term of years specified in Item 2 of the Schedule and any Further Terms;

Termination means expiry by effluxion of time or sooner determination of the Term or any period of holding over; and

Written Law includes all acts and statutes (State or Federal) for the time being enacted and all regulations, schemes, ordinances, local laws, by-laws, requisitions, orders or statutory instruments made under any Act from time to time by any statutory, public or other competent authority.

1.2 Interpretation

In this Sublease, unless expressed to the contrary:

- (a) words importing:
 - (i) the singular includes the plural and vice versa; and
 - (ii) a gender or genders include each other gender;
- if a word or phrase is assigned a particular meaning, other grammatical forms of that word or phrase have a corresponding meaning;
- (c) a reference to:
 - a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a professional body includes a successor to or substitute for that body;
 - (iv) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (v) a statute, includes an ordinance, code, regulation, award, local planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name, includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
 - (vi) a right includes a benefit, remedy, discretion, authority or power;
 - (vii) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (viii) this Sublease or provision of this Sublease or any other deed, agreement, instrument or contract includes a reference to:
 - (i) both express and implied provisions; and

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- that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Sublease;
- (d) the covenants and obligations on the part of the Sublessee not to do or omit to do any act or thing include:
 - covenants not to permit that act or thing to be done or omitted to be done by the Sublessee's Agents; and
 - a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
- (e) the meaning of general words or phrases is not limited by specific examples introduced by 'including', 'for example' or similar expressions; and
- (f) if a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.

1.3 Headings

Except in the Schedule, headings do not affect the interpretation of this Sublease.

Grant of sublease

Subject to the Head Lessor's consent, the Sublessor subleases to the Sublessee the Premises for the Term subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance and observance of the Sublessee's Covenants.

Effect of Head Lease

3.1 Effect of Head Lease

- (1) The parties agree to the extent that the terms and conditions of the Head Lease are applicable to the Premises, those terms covenants and conditions which apply to and bind the Sublessor under the Head Lease shall apply to and bind the Sublessee reserving to the Sublessor and the Head Lessor severally all rights and powers conferred on the Head Lessor by the Head Lease.
- (2) Where by the terms of the Head Lease an act or omission of the Sublessor constitutes a breach of a term of the Head Lease if done or permitted without the consent or permission of the Head

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Lessor that act or omission shall be deemed to be a breach of this Sublease if done or permitted by the Sublessee without the consent or permission of both the Head Lessor and the Sublessor.

3.2 Sublessee not to cause breach of Head Lease

- (1) Despite any other provision of this Sublease, the Sublessee must not do or omit to do any act, matter or thing which would constitute a breach of, or default under, the Head Lease or cause the Sublessor to be in breach of the Head Lease.
- (2) The Sublessee indemnifies the Sublessor for any losses, costs, expenses, damages or claims incurred or suffered by the Sublessor to the extent such costs, expenses, damages or claims arise out of a breach by the Sublessee of any of the Sublessee's obligations under this Sublease, including any losses, costs, expenses, damages or claims resulting from termination of the Head Lease to the extent such losses, costs, expenses, damages or claims arise out of a breach by the Sublessee of any of the Sublessee's obligations under this Sublease, including any liability of the Sublessor to the Head Lessor.

3.3 Head Lease ends

If the Head Lease ends for any reason then the Sublessee will also end contemporaneously with the Head Lease and the Sublessee will have no right or claim against the Sublessor for any matter or thing arising from or in connection with the Sublease and or its termination.

3.4 Transfer of Responsibility of Port

The parties acknowledge that responsibility of the Port was transferred to the Head Lessor on proclamation of section 50 of the *Ports Legislation Amendment Act* 2019 (**Transfer**) on 1 July 2021.

Quiet enjoyment

Except as provided in the Sublease, subject to the performance and observance of the Sublessee's Covenants the Sublessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Sublessor or persons lawfully claiming through or under the Sublessor.

5. Rent and other payments

5.1 Rent

The Sublessee covenants with the Sublessor to pay to the Sublessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

5.2 Outgoings

- (1) The Sublessee covenants with the Sublessor to punctually pay to the Sublessor (or to such person as the Sublessor may from time to time direct) all the following outgoings or charges, assessed or incurred in respect of the Premises:
 - (a) local government rates, services and other charges, including but not limited to rubbish collection charges and the emergency services levy;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;

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- (c) 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 or telephone connection;
- (d) land tax on a single ownership basis; and
- (e) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Sublessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed the Sublessee will pay to the Sublessor a proportionate part of any charges or assessments referred to in clause 5.2(1) being the proportion that the Premises bears to the total area of the land or premises included in the charge or assessment.

5.3 Interest

Without affecting the rights, power and remedies of the Sublessor under this Sublease, the Sublessee covenants with the Sublessor to pay to the Sublessor interest on demand on any Amounts Payable which are unpaid for 35 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

5.4 Costs

- (1) The Sublessee covenants with the Sublessor to pay to the Sublessor on demand:
 - (a) all duty, fines and penalties payable under the Duties Act 2008 and other statutory duties
 or taxes payable on or in connection with the Sublessee entering into this Sublease;
 - (b) all registration fees in connection with this Sublease; and
 - (c) all reasonable legal costs of and incidental to the instructions for the preparation, execution and stamping of this Sublease and all copies.
- (2) The Sublessee covenants with the Sublessor to pay to the Sublessor all costs, legal fees, disbursements and payments incurred by or for which the Sublessor is liable in connection with or incidental to:
 - the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Sublease;
 - (b) any breach of covenant by the Sublessee or the Sublessee's Agents;
 - (c) the preparation and service of a notice under section 81 of the Property Law Act 1969 requiring the Sublessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a court;
 - (d) any work done at the Sublessee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this clause 5.4 or any matter arising out of the Sublessee's use and occupation of the Premises under this Sublease.

5.5 Payment of Money

Amounts Payable to the Sublessor under this Sublease must be paid to the Sublessor at the address of the Sublessor referred to in this Sublease or as otherwise directed by the Sublessor by Notice from time to time.

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5.6 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

Rent Review

6.1 Rent Reviews

- (1) The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Sublessee until the next Rent Review Date.
- (2) The basis for each review is as identified for each Rent Review Date in Item 8 of the Schedule.

6.2 Rent Review based on CPI

A Rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period. 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 in accordance with clause 6.3(d) below.

6.3 Market Review

A Rent review based on market review will establish the current (ground) market rent for the Premises which will be determined in accordance with the following provisions:

- (a) The Sublessor shall notify the Sublessee of the amount that it reasonably considers is the current (ground) market rent for the Premises.
- (b) If the Sublessee disputes the current market rent as notified by the Sublessor, it must notify the Sublessor of that dispute (Market Rent Dispute Notice) within 20 Business Days after receiving the Sublessee's notification. The Sublessee must comply with this time limit to dispute the notified amount.
- (c) If the Sublessee does not dispute the amount notified or does not provide a Market Rent Dispute Notice within the timeframe provided for in clause 6.3(c) above, that amount becomes the Rent.
- (d) If the Sublessee gives a Market Rent Dispute Notice, then the current market rent for the Premises will be determined at the expense of the Sublessee by a valuer (Valuer) licensed under the Land Valuers Licensing Act 1978, to be appointed, at the request of either Party, by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (e) The Valuer must be independent of the Parties, must 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.
- (f) In this clause, "current (ground) market rent" means the rent obtainable for the Premises in a free and open market if the Premises were unoccupied and offered for rental

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for the use for which the Premises are permitted pursuant to this Sublease and on the same terms and conditions contained in this Sublease, BUT will not include:

- (i) any improvements located or erected on the Premises; and
- (ii) any rent free periods, discounts or other rental concessions.

6.4 Rent must not decrease

The Rent payable from any Rent Review will not be less than the Rent payable in the period immediately preceding such Rent Review Date.

6.5 Sublessor may institute Rent Review

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

7. Insurance

7.1 Insurance to be effected

- (1) The Sublessee must effect and maintain for the time being adequate public liability insurance for a sum not less than the sum set out at in Item 7 of the Schedule, and such insurance policy must:
 - (a) be with a reputable insurer;
 - (b) note the Sublessor's interest on the policy; and
 - (c) cover events occurring while the policy is current, regardless of when claims are made.
- (2) If a building or buildings are constructed on the Premises, the Sublessee shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of such building or buildings against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks.
- (3) The Sublessee must effect and maintain for the time being adequate marine hulls insurance in accordance with the International Hull clauses (01/011/03) and protection and indemnity insurance with an International Group P & I Club or in accordance with the Institute Protection and Indemnity Clauses Hulls – Time (20/7/87):
 - (a) for each vessel used in connection with the Premises;
 - (b) including coverage for 4/4ths collision liability, pollution, spillage and wreck removal;
 - (c) for an amount not less than the market value or agreed value of the hull and protection and indemnity insurance for an amount not less than \$50,000,000 for each and every occurrence.
- (4) The Sublessee must effect and maintain motor vehicle third party liability insurance, covering legal liability for property loss or damage and bodily injury to or death of persons (other than compulsory third party motor vehicle insurance) caused by motor vehicles used on the Premises and in connection with this Sublease, for an amount not less than \$30,000,000 for any one occurrence or accident.

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(5)			e must effect and maintain compulsory third party motor vehicle insurance required in Law for motor vehicles used on the Premises and in connection with this Sublease.			
7.2	Polic	y requ	irements			
	The Sublessee must ensure that the insurance maintained under clause 7.1(1):					
	(a) waives all rights of subrogation against the Sublessor; and					
	(b)	includes a cross liability clause for the benefit of the Sublessor.				
7.3	Details and receipts					
	In res	In respect of the insurances required by clause 7.1, the Sublessee must:				
	(a)	 on demand supply to the Sublessor details of the insurances and give to the Sublessor copies of the certificates of currency in relation to the insurances; 				
	(b)	promptly pay all premiums and produce to the Sublessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and				
	(c)	notify	the Sublessor immediately:			
		(i)	when an event occurs which gives rise or might give rise to a claim under or which could prejudice the policy of insurances; or			
		(ii)	when the policies of insurance are cancelled or materially varied.			
7.4	Not t	o inval	idate			
	The Sublessee must not do or omit to do any act or thing or bring or keep anything on the Premises which might:					
	(a)	any insurances effected under clause 7.1 on the Premises, or any adjoining ses, void or voidable; or				
	(b)		the rate of a premium to be increased for the Premises or any adjoining premises of insofar as an approved development may lead to an increased premium).			
7.5	Report					
	Each Party must report to the other promptly in writing, and in addition verbally in an emergency					
	(a)	any damage to the Premises of which they are or might be aware; and				
	(b)	any da	recumstances of which they are aware and which are likely to be a danger or cause amage or danger to the Premises or to any person in or on the Premises who is ly using or may lawfully use the Premises.			
7.6	Consent to settle claims					
	In respect of the insurances required pursuant to clause 7.1 , the Sublessee must not without the consent of the Sublessor enforce, conduct, settle or compromise any insurance claims.					

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7.7 Failure to Comply with Insurance Requirements

If the Sublessee fails to comply with any of its obligations under this clause, the Sublessor may, by serving written notice upon the Sublessee, require that such default be remedied within 28 days and in the event that the Sublessee fails to comply with such notice, then the Sublessor may, in its absolute discretion, immediately terminate this Sublesse.

8. Indemnity

8.1 Sublessee responsibilities

The Sublessee is responsible and liable for all acts or omissions of the Sublessee's Agents on the Premises and for any breach by them of any covenants or terms in this Sublease required to be performed or complied with by the Sublessee.

8.2 Indemnity

The Sublessee indemnifies, and shall keep indemnified, the Sublessor and the Head Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Sublessor and/or Head Lessor, or brought, maintained or made against the Sublessor and/or the Head Lessor, in respect of:

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with:

- (d) the use or occupation of the Premises, the Land or the Port by the Sublessee or the Sublessee's Agents;
- any work carried out by or on behalf of the Sublessee on the Premises, the Land or the Port;
- the Sublessee's activities, operations or business on, or other use of any kind of, the Premises, the Land or the Port;
- (g) any default by the Sublessee in the due and punctual performance, observance and compliance with any of the Sublessee's covenants or obligations under this Sublease; or
- (h) a negligent or wrongful act or omission of the Sublessee.

8.3 Obligations Continuing

The obligations of the Sublessee under this clause:

- (a) are unaffected by the obligation of the Sublessee to take out insurance, and the obligations of the Sublessee to indemnify are paramount, however if insurance money is received by the Sublessor for any of the obligations set out in this clause then the Sublessee's obligations this clause will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Sublease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Sublease.

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8.4 No indemnity for Sublessor's negligence

The parties agree that nothing in this clause shall require the Sublessee to indemnify the Sublessor, its officers, servants, or agents against any loss, damage, expense, action or claim caused by, or contributed to (to the extent of that contribution) by, the negligence or any act or omission of the Sublessor, or its servants, agents, contractors or invitees.

8.5 Release

- (1) The Sublessee:
 - (a) agrees to occupy and use the Premises at the risk of the Sublessee; and
 - (b) releases to the full extent permitted by law, the Sublessor and the Head Lessor from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Sublessee's use or occupation of the Premises, the Land or the Port; and
 - (ii) loss of or damage to the Premises or personal property of the Sublessee;

except to the extent that such loss or damage is caused by, or contributed to (to the extent of that contribution) by, the negligence or any act or omission of the Sublessor, or its servants, agents, contractors or invitees.

(2) The release by the Sublessee continues after the expiration or earlier determination of this Sublease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Sublease.

9. Limit of Sublessor's liability

- (1) The Sublessor will not be liable for loss, damage or injury to any person or property in or about the Premises however occurring, except to the extent that such loss or damage arises out of the negligence or any act or omission of the Sublessor or its servants, agents, contractors or invitees.
- (2) The Sublessor will not be liable for any failure to perform and observe any of the Sublessor's Covenants due to any cause beyond the Sublessor's control.

10. Maintenance, repair and cleaning

10.1 Generally

- (1) Subject to paragraph (3) below, the Sublessee AGREES during the Term and for so long as the Sublessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes any of the Lessor's fixtures and fittings) clean and in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Sublessee any obligation:
 - (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear, EXCEPT when such repair or replacement is necessary because of any negligence, default or wrongful act or omission of or on the part of the Sublessee or the Sublessee's Agents, or the Sublessor's insurances are invalidated by any act, neglect or default by the Sublessee or the Sublessee's Agents; and

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- (b) in respect of any structural or capital maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Sublessee or the Sublessee's Agents, or by the Sublessee's particular use or occupancy of the Premises.
- (2) In discharging the obligations imposed on the Sublessee under this subclause, the Sublessee shall where maintaining, replacing or repairing in or on the Premises:
 - (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures; and
 - (d) any gas fittings and fixtures,

use only licensed trades persons, or such trades persons as may be approved by the Sublessor and notified to the Sublessee, which approval shall not be unreasonably withheld.

- (3) For the avoidance of doubt, the Sublessee is responsible for minor internal repairs to the Premises. For example, repair and replacement of door handles, door locks, light fittings, globe replacement, internal glass breakages and internal painting.
- (4) Notwithstanding any other provision of this Sublease, the Sublessee will be responsible for any repair or replacement to the Premises, the Land or the Port which is necessary because of any negligence, default or act or omission of or on the part of the Sublessee or the Sublessee's Agents, or the Sublessor's insurances are invalidated by any act, neglect or default by the Sublessee or the Sublessee's Agents.

10.2 Cleaning

The Sublessee must at all times keep the Premises clean, tidy, unobstructed and free from rubbish.

10.3 Acknowledgement of state of repair of Premises

- The Sublessee accepts the Premises in its present condition relying upon its own enquiries and investigations.
- (2) The Sublessor does not expressly or impliedly warrant that the Premises are now or will remain suitable or adequate for all or any of the purposes of the Sublessee or for the business which the Sublessee is authorised to conduct thereon and to the extent permitted by law, all warranties (if any) as to suitability and adequacy of the Premises implied by law are hereby expressly negatived.

11. Environmental Contamination

- (1) The Sublessee shall undertake any Remediation of the Premises that is required to be undertaken (whether by a condition of development approval or otherwise) by reason of its proposed use of the Premises for the Permitted Purpose.
- (2) Subject always to paragraph (1) above, the Sublessee acknowledges and agrees:
 - from the Commencement Date it is responsible for all and any Environmental Contamination caused as a result of the Sublessee's use and occupation of the Premises;
 - (b) if at any time during the Term the Sublessee knows or suspects of any Environmental Contamination on, in or under the surrounding land or the Premises, then the Sublessee

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must immediately inform the DER, the EPA and the Sublessor of the Environmental Contamination;

- (c) it must take all reasonable steps to prevent Environmental Contamination:
 - (i) occurring on, in or under the Premises; and
 - (ii) entering neighbouring premises from the Premises; and
- (d) if any Environmental Contamination occurs which is attributable to the Sublessee's use of the Premises, it must immediately and to the Sublessor's satisfaction remediate such Environmental Contamination. If the Sublessee fails to remediate the Environmental Contamination in accordance with this clause, then the Sublessor is permitted to, at the Sublessee's cost remediate the Premises or adjoining land. Any reasonable expense that the Sublessor incurs in remediating the Environmental Contamination will be owed by the Sublessee to the Sublessor as a debt payable on demand.

12. Use

12.1 Restrictions on use

The Sublessee must not and must not suffer or permit a person to:

- (a) use the Premises or any part of it for any purpose other than the Permitted Purpose; or
- use the Premises for any purpose which is not permitted under any local planning scheme or any law relating to health;
- (c) do or carry out on the Premises any harmful, offensive or illegal act, matter or thing;
- (d) do or carry out on the Premises anything which causes a nuisance, damage or disturbance to the Sublessor or to owners or occupiers of adjoining properties;
- store any dangerous compound or substance on or in the Premises, otherwise than in accordance with the following provisions:
 - (i) any such storage must comply with all relevant statutory provisions;
 - (ii) all applications for the approval or renewal of any licence necessary for such storage must be first referred to the Sublessor;
 - (iii) the Sublessor may within its absolute discretion refuse to allow the storage of any particular dangerous compound or substance on the Premises; and
 - (iv) upon the request of the Sublessor, the Sublessee will provide a manifest of all dangerous compounds or substances stored on the Premises; or
- (f) do any act or thing which might result in excessive stress or harm to any part of the Premises.

12.2 Sublessee's acknowledgement as to working wharf

(1) The Sublessee acknowledges that the Premises is located adjacent to a working port that may at times include the storage or transportation of explosive and other hazardous substances and security access restrictions.

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(2) The Sublessee further acknowledges and agrees to comply with and follow any rules, regulations, plans or policies in respect of the Port, including but not limited to strict compliance with any Safety Management Plans, Transport Management Plans and security legislation, plans or policies as provided or notified by the Sublessor to the Sublessee from time to time.

12.3 No Warranty

The Sublessor gives no warranty:

- (a) as to the use to which the Premises may be put; or
- (b) that the Sublessor will issue any consents, approvals, authorities, permits or licences required by the Sublessee under any statute for its use of the Premises.

12.4 Premises Subject to Restriction

The Sublessee accepts the Premises for the Term subject to any existing prohibition or restriction on the use of the Premises.

12.5 Indemnity for Costs

The Sublessee indemnifies the Sublessor against any claims or demands for all costs, on a solicitor client basis, incurred by the Sublessor by reason of any claim in relation to any matters set out in this clause.

Alterations

13.1 Restriction

- (1) The Sublessee must not without prior written consent, which is not to be unreasonably withheld, conditioned or delayed:
 - (a) (i) from the Sublessor;
 - (ii) from any other person from whom consent is required under this Sublease;
 - (iii) required under statute in force from time to time, including but not limited to the planning approval of the Sublessee under a town planning scheme of the Sublessee;
 - (b) install any new signage;
 - (c) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises; or
 - (d) remove alter or add to any fixtures, fittings or facilities in or on the Premises.

13.2 Consent

- If the Sublessor and any other person whose consent is required under this Sublease or at law consents to any matter referred to in clause 13.1 the Sublessor may:
 - (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Sublessor or any other person giving consent;

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- (ii) require that work be carried out in accordance with the Building Code of Australia; and
- require that any alteration be carried out to the satisfaction of the Sublessor under the supervision of an engineer or other consultant; and
- (b) if the Sublessor consents to any matter referred to in clause 13.1:
 - the Sublessor gives no warranty that the Sublessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Sublessee must apply for and obtain all such consent approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

13.3 Cost of Works

Subject to clause 13.4, all works undertaken under this clause by the Sublessee will be carried out at the Sublessee's expense.

13.4 Conditions

If any of the consents given by the Sublessor or other persons whose consent is required under this Sublease or at law require other works to be done by the Sublessee as a condition of giving consent, then the Sublessee must at the option of the Sublessor either:

- (a) carry out those other works at the Sublessee's expense; or
- (b) permit the Sublessor to carry out those other works at the Sublessee's expense,

in accordance with the Sublessor's requirements.

14. Sublessor's right of entry

14.1 Entry on Reasonable Notice

- (1) The Sublessor or any person authorised by the Sublessor may enter the Premises without notice in the case of an emergency, and otherwise upon reasonable notice (which must be no less than 2 Business Days):
 - (a) (i) at all reasonable times;
 - (ii) with or without workmen and others;
 - (iii) with or without plant, equipment, machinery and materials; and
 - (b) for each of the following purposes:
 - (i) to comply with any of its obligations under the Head Lease or the Management Agreement, and in that regard the Sublessee agrees to provide all such assistance to the Sublessor and take any necessary action to enable the Sublessor to comply with any of its obligations under the Head Lease or the Management Agreement;
 - (ii) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Sublease;

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- (iii) to carry out any survey or works which the Sublessor (acting reasonably) considers necessary; however the Sublessor will not be liable to the Sublessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Sublessee;
- (iv) to comply with the Sublessor's covenants or to comply with any notice or order of any authority in respect of the Premises for which the Sublessor is liable; and
- (v) to do all matters or things to rectify any breach by the Sublessee of any term of this Sublease (provided the Sublessor has first given the Sublessee a notice requiring the Sublessee to remedy the breach and the Sublessee has failed to remedy the breach within the reasonable time set out in the notice) but the Sublessor is under no obligation to rectify any breach and any rectification under this clause is without prejudice to the Sublessor's other rights, remedies or powers under this Sublease.
- (2) The Sublessor must when exercising rights under this clause, cause as little inconvenience as is reasonably possible to the Sublessee.

14.2 Costs of Rectifying Breach

All costs and expenses incurred by the Sublessor as a result of any breach referred to in clause 14.1(1)(b)(v) together with any interest payable on such sums will be a debt due to the Sublessor and payable to the Sublessor by the Sublessee on demand.

14.3 Notice to Relet

During the last three (3) months prior to the expiry of the Sublease the Sublessee must:

- (a) permit the Sublessor to affix upon any part of the Premises a notice for reletting the same;
- (b) not remove, conceal or deface such notice to relet; and
- (c) permit intending tenants at all reasonable times to view the Premises.

Statutory obligations and notices

15.1 Comply with Statutes

The Sublessee must:

- (a) comply promptly with all Written Law from time to time in force relating to the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at clause 12; and
- (c) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Sublessee carries on at the Premises.

15.2 Indemnity if Sublessee Fails to Comply

The Sublessee indemnifies the Sublessor against:

(a) failing to perform, discharge or execute any of the items referred to in clause 15.1; and

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(b) any claims, demands, costs or other payments of or incidental to any of the items referred to in clause 15.1.

except to the extent that any claim, demand, costs or other payments is caused by, or contributed to (to the extent of contribution) by, the negligence or any act or omission of the Sublessor, or its servants, agents, contractors or invitees.

16. Report to Sublessor

The Sublessee must immediately report to the Sublessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which
 involves or is likely to involve a breach of the peace or become the subject of a report
 or complaint to the police and of which the Sublessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment; and
- (c) all notices, orders and summonses received by the Sublessee and which affect the Premises and immediately deliver them to the Sublessor.

17. Default

17.1 Events of Default

- Subject to clause 17.1(2), a default occurs if:
 - (a) any Amounts Payable remain unpaid after becoming due and remains unpaid for one month after written notice has been given to the Sublessee to pay such Amounts Payable;
 - (b) the Sublessee is in breach of any of the Sublessee's Covenants other than the covenant to pay the Amounts Payable for 28 days after written notice has been given to the Sublessee to rectify the breach;
 - an order is made or a resolution effectively passed for the winding up of the Sublessee unless the winding up is for the purpose of amalgamation or reconstruction;
 - (d) a controller, as defined by the Corporations Act 2001 is appointed in respect of the Sublessee's interest in the Premises under this Sublease;
 - (e) a mortgagee takes possession of the Sublessee's interest in the Premises under this Sublease;
 - (f) the Premises are vacated and remain so for a continuous period of 28 days;
 - (g) the registration of the Sublessee is cancelled or dissolved under the Corporations Act 2001 or the Associations Incorporation Act 2015, as the case may be; or
 - a person other than the Sublessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.
- (2) For the purposes of clause 17.1(1) the Sublessor agrees that the Sublessee will not be in default under the Sublease if, at any time, an administrator, as defined by the Corporations Act 2001, is appointed in respect of the Sublessee except where the administration comes to an end by reason of the Sublessee's creditors resolving that the Sublessee should be wound up.

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17.2 Forfeiture

On the occurrence of any of the events of default specified in clause 17.1 the Sublessor may:

- upon written notice to the Sublessee, at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Sublessee determine this Sublease and from the date of giving such notice this Sublease will be absolutely determined; and
- (c) by notice to the Sublessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Sublease will be determined as from the giving of the notice and until the tenancy is determined the Sublessee will hold the Premises from the Sublessor as a tenant from month to month under clause 20,

but without affecting the right of action or other remedy which the Sublessor has in respect of any other breach by the Sublessee of the Sublessee's Covenants or releasing the Sublessee from liability in respect of the Sublessee's Covenants.

17.3 Sublessor may Remedy Sublessee's default

If the Sublessee:

- (a) fails or neglects to pay the Amounts Payable by the Sublessee under this Sublease; or
- (b) does or fails to do anything which constitutes a breach of the Sublessee's Covenants,

then, after the Sublessor has given to the Sublessee notice of the breach and the Sublessee has failed to rectify the breach within a reasonable time, the Sublessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Sublessee and the Sublessee must pay to the Sublessor on demand the Sublessor's reasonable costs and expenses of remedying each breach or default.

17.4 Acceptance of Amount Payable By Sublessor

Demand for or acceptance of the Amounts Payable by the Sublessor after an event of default has occurred will not affect the exercise by the Sublessor of the rights and powers of the Sublessor by the terms of the Sublease or at law and will not operate as an election by the Sublessor to exercise or not to exercise any right or power.

17.5 Essential Terms

Each of the Sublessee's Covenants in 5 (Rent and Other Payments); 7 (Insurance); 8 (Indemnity); 10 (Maintenance, Repair and Cleaning), 12 (Use) and 23 (Assignment, Subletting and Charging) is an essential term of this Sublease but this clause does not mean or imply that there are no other essential terms in this Sublease.

17.6 Breach of Essential Terms

If the Sublessee breaches an essential term of this Sublease then, in addition to any other remedy or entitlement of the Sublessor:

- the Sublessee must compensate the Sublessor for the loss or damage suffered by reason of the breach of that essential term;
- the Sublessor will be entitled to recover damages against the Sublessee in respect of the breach of an essential term; and

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- (c) the Sublessee AGREES with the Sublessor that if the Term is determined:
 - for breach of an essential term or the acceptance by the Sublessor of a repudiation of this Sublease by the Sublessee; or
 - following the failure by the Sublessee to comply with any notice given to the Sublessee to remedy any default,

the Sublessee must pay to the Sublessor on demand the total of the Amounts Payable under this Sublease which would have been payable by the Sublessee for the unexpired balance of the Term as if the Term had expired by lapse of time together with the losses incurred or reasonably expected to be incurred by the Sublessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Premises;

- (d) the Sublessee agrees that the obligation set out in this clause 17.6(c) will survive termination or any deemed surrender at law of the estate granted by this Sublease;
- (e) the Sublessee may deduct from the amounts referred to at clause 17.6(c) the Rent and other money which the Sublessor reasonably expects to obtain by re-letting the Premises between the date of Termination and the date on which the Term would have expired by lapse of time; and
- (f) the Sublessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Sublessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Sublease.

18. Repudiation by Sublessee

18.1 Compensation

In the event that the Sublessee's conduct (whether by acts or omissions) constitutes a repudiation of the Sublease (or of the Sublessee's obligations under the Sublease) or constitutes a breach of any Sublease covenants which is not rectified within the time specified in a notice from the Sublessor specifying the breach, it is agreed that:

- the Sublessee shall compensate the Sublessor for the loss or damage suffered by reason of the repudiation or breach;
- (b) the Sublessor shall be entitled to recover damages against the Sublessee in respect of the repudiation or breach of covenant for the damage suffered by the Sublessor during the entire Term of this Sublease; and
- (c) the Sublessor must take reasonable steps to mitigate its losses and endeavour to re-let the Premises at a reasonable rent and on reasonable terms but the Sublessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Sublease.

18.2 Entitlement to Recover Damages

The Sublessor's entitlement to recover damages shall not be affected or limited in the event that:

- (a) the Sublessee abandons or vacates the Premises;
- (b) the Sublessor elects to re-enter or to terminate the Sublease;

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- (c) the Sublessor accepts the Sublessee's repudiation; or
- (d) the Parties' conduct constitutes a surrender by operation of law.

18.3 Legal Proceedings

The Sublessor shall be entitled to institute legal proceedings claiming damages against the Sublessee in respect of the entire Term, including the periods before and after the Sublessee has vacated the Premises, and before and after the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in clause 18.2, whether the proceedings are instituted either before or after such conduct.

Option to renew

If the Sublessee at least 3 months, but not earlier than 6 months, prior to the date for commencement of the Further Term gives the Sublessor a notice to grant the Further Term and:

- (a) all consents and approvals required by this Sublease or at law have been obtained; and
- (b) there is no subsisting default by the Sublessee at the date of service of the notice in:
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Sublessee's obligations,

The Sublessor shall grant to the Sublessee a sublease for the Further Term at the Rent and on the terms and conditions of this Sublease other than in respect of any Further Term previously taken.

20. Holding over

If the Sublessee remains in possession of the Premises after the expiry of the Term with the consent of the Sublessor, the Sublessee will be a monthly tenant of the Sublessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Sublease provided that all consents required under this Sublease or at law have been obtained to the Sublessee being in possession of the Premises as a monthly tenant.

Damage or Destruction of Premises

21.1 Abatement of Sublessee's financial obligations

If during the continuance of this Sublease the Premises is wholly or partly damaged or destroyed or is rendered wholly or substantially inaccessible through an event described in clause 21.2, rendering the Premises or any part of it wholly or substantially unfit for the Sublessee's use and occupation or inaccessible, then the Sublessee's financial obligations abate in accordance with this clause.

21.2 Abating events

This clause applies in case of fire, lightning, storm, flood, earthquake, explosion, malicious damage, war damage, and any other event beyond the Sublessee's control.

21.3 Sublessee's financial obligations

Abatement extends to all the Sublessee's financial obligations to the Sublessor under this Sublease, including Rent, and all the rates and taxes and utility charges (Financial Obligations).

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21.4 Period of Abatement

The period of abatement of the Sublessee's Financial Obligations will be from the date of the destruction, damage of the Premises or inaccessibility of the Premises until the date when the Premises are restored in a reasonable period of time, accessible and rendered suitable for the Sublessee's use and occupation. For the sake of clarity the abatement shall not apply to any amount that becomes due and payable by the Sublessee prior to the date the Premises is wholly or partly damaged or destroyed or is rendered wholly or substantially inaccessible, save that if the Rent has been paid in advance the abatement shall apply to any Rent paid in advance which relates to any period from the date of the destruction, damage or inaccessibility of the Premises.

21.5 Effect of abatement

During and for the period of abatement of the Sublessee's Financial Obligations the Sublessee's liability to pay the whole or proportion of the Financial Obligations under this Sublease, as agreed or determined under clause 21.8, calculated on a daily basis will cease and abate.

21.6 Exception to abatement

The Sublessee is not entitled to an abatement of the Sublessee's Financial Obligations under this clause if:

- (a) the event resulting in the damage, destruction to the Premises or inaccessibility of the Premises is caused or contributed to by the negligent act or omission of the Sublessee or the Sublessee's employees; or
- (b) the Sublessor fails to recover the benefit of any insurance for loss or damage to the Premises or the Land because of any negligent act or omission of the Sublessee or the Sublessee's Agents,

to the extent caused or contributed to by the Sublessee or the Sublessee's Agents.

21.7 Sublessee's use of premises

If the extent of damage to the Premises enables the Sublessee to use and enjoy the whole or part of the Premises for the Sublessee's business, THEN the Sublessee may continue to use the Premises and conduct its business whilst the Premises are being repaired unless:

- (a) the Sublessor reasonably requires such use to cease during the whole or part of the repairs;
- (b) any public authority prohibits occupation of the Premises in its damaged condition,

and such use by the Sublessee will be taken into account when determining the partial abatement of the Sublessee's Financial Obligations.

21.8 Determination of abatement

- (1) The parties will endeavour to agree on the commencement and period of abatement of the Sublessee's Financial Obligations, and if the Sublessee is able to have partial use and enjoyment of the Premises, then the proportion of the abatement of the Sublessee's Financial Obligations having regard to the nature and extent of the damage to and use of the Premises.
- (2) If the parties have any dispute regarding the Sublessee's entitlement to an abatement of the Sublessee's Financial Obligations, its period or amount, the dispute will be determined by a loss assessor:

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- (a) who is then a member of the Insurance Council of Australia Ltd (Council) and is experienced in assessing premises of the nature of the Premises and is nominated by the President for the time being or senior officer of that Council on the application of either party;
- (b) acting as an expert;
- (c) who is entitled to accept written submissions and expert reports from either party; and
- (d) whose costs shall be borne equally by the parties;
- (e) whose decision is final and binding on the parties.
- (3) If the loss assessor nominated under paragraph (2) above fails to proceed or to determine the dispute, either party may seek the nomination of another loss assessor in accordance with paragraph (2).

22. Obligations Upon Termination

22.1 Restore premises

Prior to Termination, the Sublessee at the Sublessee's expense must restore the Premises to a condition consistent with the observance and performance by the Sublessee's Covenants under this Sublesse.

22.2 Peacefully surrender

On Termination the Sublessee must:

- (a) peacefully surrender and yield up to the Sublessor the Premises in a condition consistent
 with the observance and performance of the Sublessee's Covenants under this Sublesse;
- (b) surrender to the Sublessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Sublessee whether or not provided by the Sublessor.

22.3 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Sublessee must remove from the Premises all property of the Sublessee which is not a fixture other than airconditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Sublessor form an integral part of the Premises and promptly make good, to the satisfaction of the Sublessor, any damage caused by the removal.

22.4 Sublessor can remove property on re-entry

- (1) On re-entry the Sublessor will have the right to remove from the Premises any property of the Sublessee and the Sublessee indemnifies the Sublessor against all damage caused by the removal of and the cost of storing that property.
- (2) The Sublessor may, at any time after the expiration or sooner determination of the Term, give the Sublessee a notice (Abandonment Notice) requiring the Sublessee to remove all fittings, plant, equipment or other articles not previously removed by the Sublessee in accordance with the requirement of this clause (Remaining Items). On the Sublessee's receipt of an Abandonment Notice, the Sublessee shall have 5 Business Days within which to remove all Remaining Items and failing removal within that 5 Business Day period, all Remaining Items still on the Premises

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or in the Sublessor's custody shall be deemed absolutely abandoned by the Sublessee and shall automatically become the absolute property of the Sublessor and may be sold by the Sublessor or disposed of at any time and without further notice or obligation to the Sublessee. The Sublessor shall be entitled to keep the proceeds of any sales and those proceeds shall not be taken into account to reduce any arrears, damages or other moneys for which the Sublessee may be liable.

22.5 Clause to survive termination

The Sublessee's obligations under this clause shall survive Termination.

23. Assignment, sub-letting and charging

23.1 No Assignment or subletting without Consent

The Sublessee must not assign the leasehold estate in the Premises nor part with possession, sublet or dispose of the Premises or any part of the Premises without the prior written consent of the Sublessor, the Head Sublessor and any other person whose consent is required under this Sublease or at law.

23.2 Change in Ownership of Shares

If the Sublessee is a corporation the shares in which are not quoted on any stock exchange in Australia, any change in 50% or more in aggregate in the beneficial ownership, issue or cancellation of shares in that corporation or any holding company of that corporation within the meaning of the *Corporations Act* 2001 (Cth) will be deemed to be an assignment of the leasehold estate created by the Sublesse and the Sublessee must give the Sublessor written notification of the change in ownership of shares within 14 days of the change.

23.3 Sublessor's Consent to Assignment

Provided all parties whose consent is required under this Sublease or at law to an assignment give their consent, then the Sublessor may not unreasonably withhold its consent to the assignment of the leasehold estate created by this Sublease if:

- (a) the proposed assignee being a respectable and financially sound person, experienced and having a good reputation in conducting a business permitted under the provisions of the Sublease, which the Sublessee must demonstrate to the Sublessor's reasonable satisfaction, and the onus of proof shall be on the Sublessee to the reasonable satisfaction of the Sublessor:
- (b) all Amounts Payable due and payable have been paid and there is no existing unremedied breach, whether notified to the Sublessee or not, of any of the Sublessee's Covenants;
- (c) the Sublessee procures the execution by the proposed assignee of a deed of assignment to which the Sublessor is a party and which deed is prepared and completed by the Sublessor's solicitors;
- (d) the proposed assignee provides to the Sublessor any personal guarantees, or any other security the Sublessor reasonably requires;
- (e) the deed of assignment contains a covenant by the assignee with the Sublessor to pay all Amounts Payable and to perform and observe all the Sublessee's Covenants; and
- (f) the Sublessor's consent to assignment of the Sublease, where provided, may be given subject to such reasonable conditions as the Sublessor sees fit.

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23.4 Subletting requirements

Provided all parties whose consent is required under this Sublease or at law to a sublease give their consent, then the Sublessor may not unreasonably withhold its consent to sublease of the Premises if:

- (a) the proposed use of the Premises is consistent with the Permitted Purpose;
- (b) the terms of the sublease are consistent with the terms of this Sublease; and
- (c) rent for the sublease of the Premises or part thereof is less than the pro rata \$/m² payable by the Sublessee to the Sublessor under this Sublease.

23.5 Property Law Act 1969

Sections 80 and 82 of the Property Law Act 1969 are excluded.

23.6 Costs for Assignment or Sublease

If the Sublessee wishes to assign or sublet the leasehold estate created by this Sublease, the Sublessee must pay all reasonable professional and other costs, charges and expenses, incurred by the Sublessor or other person whose consent is required under this Sublease, of and incidental to:

- the enquiries made by or on behalf of the Sublessor as to the respectability, responsibility and financial standing of each proposed assignee;
- (b) any consents required under this Sublease or at law; and
- (c) all other matters relating to the proposed assignment or sublease,

whether or not the assignment or sublease proceeds.

23.7 No Mortgage or Charge

The Sublessee must not, without first obtaining the Sublessor and the Head Sublessor's consent, mortgage or charge the Premises.

24. Disputes

24.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Sublease is to be referred in the first instance in writing to the Sublessor's Representative as nominated in writing by the Sublessor from time to time (Sublessor's Representative) who shall convene a meeting within 10 days of receipt of such notice from the Sublessee or such other period of time as is agreed to by the parties between the Sublessor's Representative and an officer of the Sublessee for the purpose of resolving the dispute (Original Meeting).

24.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 24.1** of this Sublease then the dispute shall be referred in writing to the CEO of the Sublessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and a senior representative of the Sublessee for the purpose of resolving the dispute.

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24.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with clause 24.2 of this Sublease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act* 2012 (as amended from time to time) and the Sublessor and the Sublessor and the Sublessor may each be represented by a legal practitioner. The Sublessor and the Sublessee must share the costs of the arbitrator.

24.4 Payment of Amounts Payable to Date of Award

The Sublessee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Sublessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Sublessor and the Sublessee then the Sublessor will refund to the Sublessee the monies paid

25. No fetter of Sublessor's discretion

The Sublessee acknowledges and agrees:

- (a) the Sublessor is a local government established by the Local Government Act 1995 (WA);
- in its capacity as a local government, the Sublessor will be obliged to comply with statutory obligations imposed by law; and
- (c) no provision of this Sublease may unlawfully restrict or otherwise fetter the discretion of the Sublessor in the lawful exercise of any of its functions and powers as a local government (as distinct from a commercial participant in the terms and conditions of this Sublease);

provided that this clause will not serve to relieve the Sublessor from responsibility for performance of its obligations arising pursuant to this Sublease, except to the extent necessary to avoid any unlawful restriction or fetter of the Sublessor's discretion.

Goods and Services Tax

26.1 Sublessee must Pay

If GST is payable on the Basic Consideration or any part thereof or if the Sublessor is liable to pay GST in connection with the sublease of the Premises or any goods, services or other Taxable Supply supplied under this Sublease then, as from the date of any such introduction or application:

- (a) the Sublessor may increase the Basic Consideration or the relevant part thereof by an amount which is equal to the GST Rate; and
- (b) the Sublessee shall pay the increased Basic Consideration on the due date for payment by the Sublessee of the Basic Consideration.

26.2 Increase in GST

If, at any time, the GST Rate is increased, the Sublessor may, in addition to the GST Rate, increase the Basic Consideration by the GST Adjustment Rate and such amount shall be payable in accordance with this clause.

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26.3 GST invoice

Where the Basic Consideration is to be increased to account for GST pursuant to this clause the Sublessor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Sublessee to submit a claim for a credit or refund of GST.

27. Caveat

27.1 No absolute caveat

The Sublessee nor any person on behalf of the Sublessee will, without the prior written consent of the Sublessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Sublessee under this Sublease.

27.2 CEO & Sublessor as attorney

In consideration of the Sublessor having granted this Sublease to the Sublessee, the Sublessee irrevocably appoints the Sublessor and the CEO of the Sublessor jointly and severally:

- (a) for the Term of this Sublease;
- (b) for any holding over under this Sublease; and
- (c) for a period of 6 months after Termination,

to be the agent and attorney of the Sublessee in its name and on its behalf to sign and lodge at Landgate -

- (d) a withdrawal of any absolute caveat lodged by or on behalf of the Sublessee;
- (e) a withdrawal of any caveat lodged by or on behalf of the Sublessee and not withdrawn on Termination; and
- (f) a surrender of the estate granted by this Sublease,

and the costs of withdrawing any caveat or surrendering this Sublease (including the Sublessor's solicitor's reasonable costs and registration fees) will be borne by the Sublessee.

27.3 Ratification

The Sublessee undertakes to ratify all the acts performed by or caused to be performed by the Sublessor, its agent or attorney under clause 27.2.

27.4 Indemnity

The Sublessee indemnifies the Sublessor against:

- (a) any loss arising directly from any act done under this clause; and
- (b) all reasonable costs and expenses incurred in connection with the performance of any act by the attorney on behalf of the Sublessee under this clause.

28. Trustee Provisions

If the Sublessee enters into this Sublease as trustee of a trust:

(a) the Sublessee does so in its capacity as trustee of the trust only;

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	(b) the Sublessee warrants to the Sublessor that:						
		(i)	it is the only trustee of the trust;				
		(ii)	no action has been taken or proposed to remove it as trustee of the trust;				
		(iii)	it has power under the trust deed of the trust to enter into this Sublease and it has entered into this Sublease for the benefit of the beneficiaries of the trust;				
		(iv)	it has a right to be fully indemnified out of the assets of the trust in respect of obligations incurred by it under this Sublease;				
		(v)	the assets of the trust are sufficient to satisfy that right of indemnity and all other obligations in respect of which the Sublessee has a right to be indemnified out of those assets;				
		(vi)	it is not in default under the trust deed;				
		(vii)	no action has been taken or is proposed to terminate the trust;				
		(viii)	it has complied with its obligations in connection with the trust; and				
		(ix)	the Sublessor's rights under this Sublease rank in priority to the interests of the beneficiaries of the trust.				
29.	Not	ice					
9.1	Form of delivery						
	A Notice to a Party must be in writing and may be given or made:						
	(a)	by delivery to the Party personally; or					
	(b)	by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Sublease or any other address nominated by a Party by Notice to the other.					
9.2	Service of notice						
	A Notice to a Party is deemed to be given or made:						
	(a)	if by personal delivery, when delivered;					
	(b)	if by leaving the Notice at an address specified in clause 29.1(b), at the time of leaving the Notice, provided the Notice is left during normal business hours; and					
	(c)		ost to an address specified in clause 29.1(b), on the fourth business day following to of posting of the Notice.				
9.3	Signing of notice						
	A Notice to a Party may be signed:						
	(a)	if give	n by an individual, by the person giving the Notice;				
	(b)	if give	n by a corporation, by a director, secretary or manager of that corporation;				

- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the Associations Incorporation Act 2015, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

30. General Provisions

30.1 Commercial Tenancy Act

If at any time and for so long as the Commercial Tenancy (Retail Shops) Agreements Act 1985 applies to this Sublease and a provision of that Act conflicts with a provision of this Sublease, then each conflicting provision of this Sublease is deemed to be amended to the extent necessary to comply with that Act.

30.2 Western Australian Planning Commission Consent

If for any reason this Sublease requires by law the consent of the Western Australian Planning Commission then this Sublease is made expressly subject to and is conditional upon the granting of the consent of the Western Australian Planning Commission.

30.3 Sublessor's Consent

The Sublessee acknowledges and agrees with the Sublessor that:

- if the Sublessor consents to any matter referred to in this Sublease, the Sublessor may consent subject to any conditions that it deems reasonably necessary; and
- (b) if the Sublessor consents to any matter referred to in this Sublease, the Sublessee must, to the reasonable satisfaction of the Sublessor, comply with any condition imposed by the Sublessor.

30.4 Acts by agents

All acts and things which the Sublessor is required to do under this Sublease may be done by the Sublessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Sublessor.

30.5 Severance

If any part of this Sublease is or becomes void or unenforceable, that part is or will be severed from this Sublease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

30.6 Variation

This Sublease may be varied only by deed executed by the parties subject to such consents as are required by this Sublease or at law.

30.7 Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Sublease do not, to the fullest extent permitted by law, apply to limit the terms of this Sublease.

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30.8 Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Sublease.

30.9 Waiver

- Failure to exercise or delay in exercising any right, power or privilege in this Sublease by a Party
 does not operate as a waiver of that right, power or privilege.
- (2) A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

30.10 Statutory powers

The powers conferred on the Sublessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Sublease, in addition to the powers conferred on the Sublessor in this Sublease.

30.11 Governing law

This Sublease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

31. Additional terms and conditions

Each of the terms and conditions (if any) specified in **Item 9** the Schedule are part of this Sublease and are binding on the Sublessor and the Sublessee as if incorporated into the body of this Sublease. If there is any inconsistency between the provisions of **Item 9** of the Schedule and the remaining provisions of this Sublease, the provisions of **Item 9** of the Schedule will prevail to the extent of that inconsistency.

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Schedule

Item 1 Land & Premises

Land

Lot 325 on Deposited Plan 64512 being the whole of the land comprised in Crown Land Title LR3157 Folio 128, being part of the land in Reserve 26818.

Premises

That portion of the Land as shown identified as "Area 3" on the plan annexed to this Sublease as Annexure 1 comprising an area of approximately 163m^2 .

Item 2 Term

4 years commencing on 1 July 2019 and expiring 30 June 2023.

Item 3 Further Term

Nil.

Item 4 Commencement Date

1 July 2019.

Item 5 Rent

\$10,595 per annum plus GST, payable to the Sublessor annually in advance, plus any other outgoings payable under this Sublease.

Item 6 Permitted Purpose

Commercial fish farming and uses reasonably ancillary thereto.

Item 7 Public liability insurance

Fifty million dollars (\$50,000,000.00).

Item 8 Rent Review Date

The Rent will be reviewed:

- (a) on every anniversary of the Commencement Date in accordance with a CPI Review or with an increase of 3%, whichever is greater; and
- (b) in the event the Sublease is assigned to a third party a Market Review is to be carried out, and the reviewed Rent shall take effect at the date of the assignment.

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Item 9 Additional terms and conditions

9.1 Access Restricted due to security requirements

- (1) Where the Sublessee is unable to access the Premises as a result of:
 - (a) upgraded, amended or newly enacted National or State security legislation;
 - (b) a security management plan for the Port; or
 - any other policy or statutory requirement that results in the Premises being closed to unauthorised officers

this Sublease will be immediately terminated, in which case, the provisions of clause 22 shall apply.

- (2) The Sublessee indemnifies the Sublessor against any claims for loss of operation of the Sublessee or otherwise where:
 - (a) access to the Premises by the Sublessee is restricted or not available as a result of existing or new security legislation pertaining to, or procedures relating to safety management of, the Port of Derby; or
 - (b) the termination of the Sublease pursuant to Item 9.1 above.

9.2 Head Lease Re-Negotiations

The Sublessee acknowledges and agrees that:

- (a) the Head Lessor and the Sublessor are as at the Commencement Date renegotiating the terms and conditions of the Head Lease in order to reflect the requirements and intent of the Port Authorities Act 1999 and the Port Authorities Regulations 2001 (Head Lease Re-Negotiations);
- on completion of the Head Lease Re-Negotiations, the Sublessor will give notice to the Sublessee of the variations to the terms and conditions of the Head Lease and the consequential variations to the terms and conditions of this Sublease (Sublessor's Notice of Variation);
- (c) if the Sublessee does not agree to the consequential variations to the terms and conditions of this Sublease, the Sublessee may within twenty one (21) days of receiving a Sublessor's Notice of Variation give the Sublessor three (3) months' notice in writing of the Sublessee's intention to vacate the Premises and terminate the Sublease (Sublessee's Termination Notice);
- (d) if the Sublessee gives the Sublessor a Sublessee's Termination Notice in accordance with subclause (c) of this clause, then:
 - (i) the termination of the Sublease will take effect on the date being three (3) months after the date the Sublessee gave a Sublessee's Termination Notice to the Sublessor; and
 - the termination of the Sublease under this clause must be evidenced by a deed of surrender prepared by the Sublessor's lawyers at the Sublessee's cost and expense and executed by the parties; and

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- (e) if the Sublessee does not give a Sublessee's Termination Notice to the Sublessor within twenty one (21) days of the date of the Sublessor's Notice of Variation, then:
 - (i) the Sublessee will be deemed to have agreed to and must comply with the consequential variations to the terms and conditions of this Sublease contained in the Sublessor's Notice of Variation; and
 - (ii) the Sublessee must within fourteen (14) days of request by the Sublessor enter into a deed of variation of this Sublease prepared by the Sublessor's lawyers which will, with effect from the date of the Sublessor's Notice of Variation, vary this Sublease to incorporate the consequential variations to the terms and conditions of this Sublease as detailed in the Sublessor's Notice of Variation.

9.3 Repairs carried out by Sublessee

If any repairs to the Premises are required to be carried out by the Sublessor under this Sublease and Notice has been given to the Sublessor specifying the repairs required, the Sublessor shall carry out such repairs within a reasonable period of time having regard to the nature and extent of the works required.

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Head Lessor's consent

KIMBERLEY PORTS AUTHORITY (ABN 56 780 427 150) a body corporate constituted pursuant to the provisions of the Port Authorities Act 1999 (WA) (as amended) of Lot 549 Port Drive, Broome, Western Australia 6725 (**Head Lessor**) consents to the document to which this form of consent is attached (**Sublease**) on the following terms and conditions which apply notwithstanding any other provision of the Sublease:

- The Head Lessor's consent:
 - (a) does not authorise any further sublease, assignment, renewal, variation, extension or mortgage by the Sublessor or the Sublessee (except in respect of the Further Term);
 - is without prejudice to the exercise by the Head Lessor of any of its rights, remedies and powers contained or implied in the Head Lease; and
 - (c) is without prejudice to the obligations of the Sublessor to observe and perform the covenants, agreements and obligations contained or implied in the Head Lease or imposed by law to be observed and performed by the Sublessor (Sublessor's Head Lease Covenants).
- The Head Lessor's consent is given in reliance on the following representations and warranties hereby made by the Sublessor:
 - the Sublease is not inconsistent in its terms with any of the covenants, terms and conditions contained in the Head Lease; and
 - (b) the permitted use of the Premises is consistent with the approved uses under the Head Lease.
- 3. Except as expressly or by necessary implication varied by the terms and conditions of the Sublease and without affecting in any way the Sublessor's obligation to the Head Lessor to observe and perform all of the covenants, agreement and obligations contained or implied in the Head Lease to be observed and performed by the Sublessor in respect of the Premises.
- The Sublessee must not impede the exercise of any rights, remedies or powers in favour of the Head Lessor contained or implied in the Head Lease or granted by law.
- 5. The Sublessee indemnifies the Head Lessor against all claims, demands, losses, damages, costs and expenses for which the Head Lessor becomes liable in respect of loss or damage to property or death or injury of any nature or kind and however or wherever sustained resulting from an act or omission of the Sublessee or caused or contributed to by the use or occupancy of the Premises.
- 6. The right of the Sublessee to hold over after the expiry of the Sublease will be subject to the Head Lease not having expired or having been determined and any holding over period by the Sublessee is limited to a total period of six (6) months after which time the Sublease will automatically be determined.
- 7. The Head Lessor will not be liable to the Sublessee for:
 - (a) the Sublessor's failure to observe or perform the Sublessor's Head Lease Covenants; or
 - (b) failure to enforce observance or performance of the Sublessor's Head Lease Covenants.
- The Sublessee must obtain the Head Lessor's consent to any renewal of the Sublease, which consent will only be granted if there is no subsisting breach of the Sublease, the Sublessee executes

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- a deed of renewal in a form approved of by the Head Lessor's lawyers and the Sublessee pays the Head Lessor's lawyers and managing agent's costs and expenses in relation to reviewing, advising on and processing the renewal documentation.
- 9. The Sublessee acknowledges that the prior written consent, which consent is to be sought by making application to the Head Lessor's managing agent, of the Head Lessor must be obtained to any assignment and that assignment must be evidenced by a deed of assignment reviewed and approved of by the Head Lessor's lawyers at the Sublessee's cost in all respects and the Sublessee acknowledges that the Head Lessor may decline to consent to any such assignment if there is a subsisting breach of the Sublessee at the date of the Sublessee's application for consent and the Sublessee must pay the Head Lessor's managing agent's fees in relation to any assignment.
- 10. If the term of the Head Lease expires or is terminated by either the Head Lessor or the Sublessor in a manner permitted by the Head Lease, the Extended Term of the Sublease will automatically be terminated with effect from the date of expiry or termination of the Head Lease and the Lessor will be entitled to enter into possession of the Premises and the Sublessee will have no claim whatsoever against the Head Lessor in respect of such termination and entry into possession.
- 11. The Sublessee hereby irrevocably appoints the Head Lessor and each of the Head Lessor's authorised officers, jointly and severally, as the agent and attorney of the Sublessee to surrender or withdraw any absolute caveat and any subject to claim caveat which has not been withdrawn within seven (7) days of the assignment, or expiry, of the Extended Term, and all costs incurred by the Lessor in doing so must be borne and paid by the Sublessee.
- 12. The Sublessee must pay the Head Lessor's costs of and incidental to the review of the Sublease and the preparation of this form of consent and the Head Lessor's managing agent's costs of and incidental to the processing of the Sublease.
- 13. Words and phrases used as defined terms, but not defined, in this form of consent have the meaning given to them in the Sublease.

14. The Sublessee and the Sublessor each acknowledge and agree to the above terms and conditions on which the Head Lessor has consented to the Sublease.

day of JUNE

THIS CONSENT IS EXECUTED 22nd

2022

THE common seal of the Kimberley Ports Authority (ABN 56 780 427 150) was affixed in accordance with section 134 of the Port Authorities Act 1999 (WA) in the presence of –

Signature of Chief Executive Officer

Signature o Director

Name of Chief Executive Officer (print full name)

Name of Director (print full name

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THE common seal of the Shire of Derby/West Kimberley is affixed in the presence of - GEOFF HAEREUM Signature of President MMNDN DEXTER Signature of Chief Executive Officer	Name of Phisident (print)
Executed by MPA Fish Farms Pty Ltd (ACN 108 494 079) in accordance with section 127(2) of the Corporations Act: Signature of director/ secretary Signature of director- Company Secretary	Name of director company secretary Name of director company secretary Name of director company secretary

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Item 11.2 - Attachment 1

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Signing page



2021

THE COMMON SEAL of the Shire of Derby/West Kimberley is affixed in the presence of -

GEOFF HAEREWN Signature of President

NMNDA DEX TEL Signature of Chief Executive Officer

Name of President (print)

Name of Chief Executive Officer (print)

Executed by MPA Fish Farms Pty Ltd (ACN 108 494 079) in accordance with section 127(2) of the Corporations Act:

2 1/19 Signature of director/ secretary

Signature of directorcompany secretary KNOREAS VON SCHOLTEN

Name of director/company secretary

HELEN CHOW

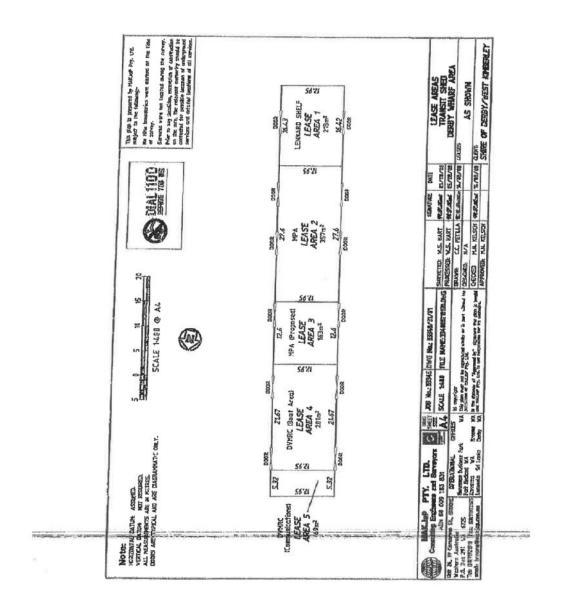
Name of director cocupring sacretary

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Annexure 1 – Sketch of Premises



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Lease Areas 2 & 3, Derby Wharf Area Derby, WA 6728 Our Reference: 15199053



APPENDIX 4

INSTRUCTIONS/PURCHASE ORDER

SOLUTIONS WITH EXCELLENCELiability limited by a scheme approved under Professional Standards Legislation

Page 1



SHIRE OF DERBY / WEST KIMBERLEY

ABN: 99 934 203 062 COUNCIL OFFICE: LOCH STREET DERBY PO BOX 94, DER BY, WA 6728 Telephone: (08) 9191 0999 Facsimile: (08) 9191 0998

Email: accounts@sdwk.wa.gov.au Office Hours: Mon - Fri 8.00 am - 4.00 pm **Purchase Order**

76692

Order Number must be quoted on all packing slips and invoices

Page 1 of 1 Date 05/09/2022

Required By 05/09/2022

Fax To

OPTEON PROPERTY GROUP PTY LTD FIRST FLOOR 68-70 GHERINGHAP STREET. GEELONG VIC 320

Quantity	Description	Reference	Unit Value	Line Value
1.00	Jetty Lease Areas 2 and 3 for the MPA Lease		\$1,980.00	\$1,980.00

Order Value

\$1,980.00

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Deliver To:

Authorised Signature :

Neil Hartley - Director of Strategic Business, Deputy CF

11.3 CHIEF EXECUTIVE OFFICER ANNUAL LEAVE/ ACTING CHIEF EXECUTIVE OFFICER ARRANGEMENTS

File Number: 5355

Author: Sarah Smith, Executive Services Coordinator

Responsible Officer: Amanda Dexter, Chief Executive Officer

Authority/Discretion: Executive

SUMMARY

For Council to approve a request from the Chief Executive Officer to take annual leave from the 21 December 2022 to 15 January 2023 inclusive and to appoint an Acting CEO for the duration.

DISCLOSURE OF ANY INTEREST

The CEO declares a financial interest as they are the person requesting the leave.

BACKGROUND

The CEO is requesting leave for the Shire of Derby/West Kimberley office Christmas closure from 21 December 2022 to 15 January 2022 inclusive and has adequate leave and time and lieu provision to do so.

STATUTORY ENVIROMENT

- **S. 5.36** (*Local government employees*) of the Local Government Act 1995 requires that every local government employs a Chief Executive Officer.
- **S. 5.39 (Contracts for CEO and senior employees)** permits a Council to appoint a person to act in the position of a CEO for a term not exceeding one year without a written contract for that position.

POLICY IMPLICATIONS

Nil.

FINANCIAL IMPLICATIONS

The Acting CEO will receive a higher duties allowance during the term. Provision has been made in the 2021/22 Annual Budget for the CEO's Leave and this allowance.

STRATEGIC IMPLICATIONS

STRATEGIC AREA	OUR PRIORITIES	WE WILL
1. Leadership and Governance	1.2 Capable, inclusive and effective organisation.	1.2.2 Provide strong governance.

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RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
Business Interruption: Not appointing an acting CEO will limit the Shire's capacity to satisfactorily manage the organisation and undertake the Council's directions.	Rare	Major	Low	Appoint a suitably qualified A/CEO to support operations and efficient decision making.

CONSULTATION

Shire President.

COMMENT

The CEO has requested leave from 21 December 2022 to 15 January 2022 inclusive adequate Annual Leave is accrued to take the requested leave.

It is a requirement under the Local Government Act that an Acting Chief Executive Officer be appointed during these periods of absence.

The Director of Development and Technical Services is adequately qualified and will provide sound support and strategic direction if required, during the CEO's absence.

VOTING REQUIREMENT

Simple majority

ATTACHMENTS

Nil

RESOLUTION 152/22

Moved: Cr Paul White

Seconded: Cr Andrew Twaddle

That Council:

- Approve the executive and annual leave of the Chief Executive Officer, Amanda Dexter for the period commencing on the 21 December 2022 to 15 January 2023, inclusive;
- 2. Appoint the Director of Development and Technical Services, Wayne Neate, as the Acting Chief Executive Officer for the period from 21 December 2022 to 15 January 2023, inclusive; and
- 3. Approve the payment of higher duties to the Director of Development and Technical Services, equivalent to the current CEO, during this period.

<u>In Favour:</u> Crs Geoff Haerewa, Paul White, Geoff Davis, Andrew Twaddle, Pat Riley and Peter

McCumstie

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Against:	Nil	
		CARRIED 6/0

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12 CORPORATE SERVICES

• Nil

13 TECHNICAL SERVICES

• Nil

14 DEVELOPMENT SERVICES

14.1 MAKING THE NEW PARKING LOCAL LAW 2022

File Number: LL/1

Author: Wayne Neate, Director Technical and Development Services

Responsible Officer: Amanda Dexter, Chief Executive Officer

Authority/Discretion: Legislative

SUMMARY

This item is for Council to consider adopting the proposed new Parking Local Law 2022 which has been revised by the Department of Local Government to control parking throughout the towns and on verges.

DISCLOSURE OF ANY INTEREST

Nil by Author and Responsible Officer.

BACKGROUND

During the Ordinary Council Meeting on 25 March 2021 (minute number 23/21), Council instructed the Chief Executive Officer to develop Parking Local Laws as the Shire does not currently have any or any means for penalising someone for parking on the verges rather than a carpark.

RESOLUTION 23/21

Moved: Cr Paul White Seconded: Cr Andrew Twaddle

That Council;

- Endorse the plan to convert the grassed areas of verge into mulched garden beds with strategically placed rocks to prevent the issues of parking on the verge.
- Advise the Western Australian Country Health Service of the intention to convert the grassed areas to garden beds.
- Instruct the Chief Executive Officer to work with the Derby Landcare group to undertake planting of the verge areas with local native plants suitable to not cause sight issues for traffic entering or exiting the various hospital entries.
- Instruct the Chief Executive Officer to develop Parking Local Laws as part of the overall review of Local Laws.

<u>In Favour:</u> Crs Geoff Haerewa, Paul White, Geoff Davis, Chris Kloss, Andrew Twaddle, Rowena

Mouda, Pat Riley and Keith Bedford

Against: Nil

CARRIED 8/0

The issue of parking on the verge around the hospital in particular, has been ongoing for several years and has been raised as an issue by the Derby Health Advisory Committee (DHAC) along with

the Shire Road Wise Committee. The issue of people parking on the verge becomes a hazard for any vehicles including the ambulances trying to exit the carparks and view oncoming traffic.

The garden beds have now been modified to try and prevent this from occurring with strategically placed rocks and plants to promote it as a garden bed rather than a parking area. At the same time the Hospital has developed their block across the road to become a semi-secure parking area.

Following on from this Council at its meeting on the 9th December 2021 moved to adopt a draft Local Law and advertise accordingly (minute number 167/21):

RESOLUTION 167/21

Moved: Cr Paul White Seconded: Cr Linda Evans

That Council;

- In accordance with sections 3.12(3)(a) and (3a) of the Local Government Act 1995, State wide and local public notice be given stating that;
 - It is proposed to make a Shire of Derby/West Kimberley Parking Local Law, and a summary of its purpose and effect;
 - (b) Copies of the proposed local law may be inspected at the Shire offices and website;
 - (c) Submissions about the proposed local law may be made to the Shire within a period of not less than six weeks after the notice is given;
- In accordance with s3.12(3)(b) of the Act, as soon as the notice is given, a copy of the proposed local law be sent to the Minister for Local Government;
- In accordance with s3.12(3)(c) of the Act, a copy of the proposed local law be supplied to any person requesting it; and
- The results of the public consultation be presented to Council for consideration of any submissions received.

In Favour: Crs Geoff Haerewa, Paul White, Andrew Twaddle, Rowena Mouda, Pat Riley, Keith

Bedford, Linda Evans and Peter McCumstie

Against: Nil

CARRIED 8/0

All of the items contained within this minute have now been completed.

STATUTORY ENVIRONMENT

Local Government Act 1995 – S 3.12 Provision of Making Local Laws.

POLICY IMPLICATIONS

There are no known policies or policy implications relating to this item.

FINANCIAL IMPLICATIONS

There will be costs associated with the preparation of the local law and required publication in the Government Gazette, with costs estimated to be approximately \$2,500.

Costs have already been incurred with advertising in the Western Australian and Broome Advertiser in last financial year.

STRATEGIC IMPLICATIONS

GOAL	OUR PRIORITIES	WE WILL
1. Leadership and Governance	1.1 Collaboration and partnership	1.1.1 Engage with our communities
2. Community	2.1 Safe Communities	2.4.2 Collaborate with key agencies, groups and service providers to improve community services, programs and facilities
3. Economy	3.1 Industry and business development and growth	3.1.4 Support industries, service providers and businesses in attracting and retaining workers and their families
4. Environment	4.2 Liveable Communities	4.2.3 Encourage and facilitate the maintenance and development of infrastructure that connects our communities

RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
Legal & Compliance: Minor legal implications, non-compliance and breach of regulations.	Unlikely	Minor	Low	Council to ensure that the draft Local Laws are consistent with standard permission similar to other Local Governments.

CONSULTATION

The Shire has advertised locally and state-wide inviting submissions from the public. There were no public submissions received regarding the draft Local Law.

The draft Local Law was sent to the Minister for feedback and the following advice was received;

- 1. Amendments to taxi legislation
 - The Department is aware that recently, amendments were made to State taxi legislation.
 - Several definitions in the local law refer to taxi legislation and the Shire should ensure that these definitions still fit the Shire's purposes.
- 2. Reference to Australian Standards
 - The definition of "symbol" refers to an Australian Standard.
 - The use of Australian Standards is problematic, since these documents are not always freely or easily available to the public.

While the Parliament has been willing to allow local laws to contain references to Australian Standards, this is subject to the requirements that:

- The complete title of the Standard be used at least once, either in the applicable clause or in the definitions area;
- The citations of the Standard must be accurate; and
- The Shire must keep information on their website indicating where a free copy of the Standard is available for viewing (either at the Shire office or at some other location).

If the Shire retains the reference to the Standard, the Parliament's Delegated Legislation Committee may make inquiries as to how the requirements have been met.

3. Infringement notices

- Last year, the State Government amended the Fines, Penalties and Infringements Notices Enforcement Act. Consequential amendments were also made to the infringement notices in the Local Government Act 1995.
- It is suggested that the local law be amended so it refer to the template infringement notices in the LGA, since these will always be updated to contain language that is consistent with the FPINE Act.

4. Minor edits

The following minor edits are suggested:

- While the Shire's name is generally listed with a slash on public documents, the name tends to be listed with a dash in legislation. Accordingly, it is suggested that all reference to "Derby/West Kimberley" be replaced with "Derby-West Kimberley".
- It would be advisable for the Shire to include a contents page, due to the local law's length.
 If the Shire chooses to do this, it would be best for the contents to avoid page numbers as
 this will likely clash with the existing numbering system in the Government Gazette. So
 long as the contents includes the clause names and clause numbers, this will be sufficient
 to navigate the document.
- Enacting provision: The date in this provision should be the date of the meeting when the
 council resolves to approve the final draft and publish it in the Gazette. The Shire should
 delete "25 November 2021" and insert the applicable date once known.
- Clause 1.4: The definition for "disability parking permit" appears to have two sentences. It is possible one of these sentences is unnecessary. If the Shire opts to retain them, each sentence should be assigned a paragraph designation.
- Schedule 1: Each fifty items of so, the schedule is split by column titles. Only one set of column titles is necessary.
- The Department has checked all cross-references and they appear to be correct. However, the Shire should also do its own checks and ensure they are accurate.

Minister's Directions - pursuant to s 3.12(7) of the Local Government Act 1995 -

Please note: once the Shire has published a local law in the Government Gazette, the Shire must comply with the requirements of the Minister's Local Laws Explanatory Memoranda Directions 2010. The Shire must, within 10 working days of the Gazettal publication date, forward the signed Explanatory Memoranda material to the Committee at the current address.

COMMENT

The local law draws heavily on the provisions of the Road Traffic Code, particular with respect to how certain matters are defined and applied in thoroughfares. In summary, the draft local law has sufficient scope to deal with any parking issues that may arise in the Shire. In addition, the draft contains provisions which relate to paid parking. This does not mean the Shire must establish paid parking or metered zones; simply that it has the ability to do so in the future.

With no comments from the public and with the amendments made as per the advice of the Minister's office it is therefore recommended that Council adopt the Parking Local Law 2021.

VOTING REQUIREMENT

Absolute majority

ATTACHMENTS

1. SDWK Parking Local Law DRAFT 2022 4 Table 2022



Moved: Cr Andrew Twaddle Seconded: Cr Peter McCumstie

That Council In accordance with section 3.12(4) of the Local Government Act 1995, make the Parking Local Law 2022:

- 1. Instruct officers In accordance with section 3.12(5) of the Local Government Act 1995 to publish the Parking Local Law 2022 in the *Government Gazette*;
- Instruct officers In accordance with section 3.12(5) of the Local Government Act 1995 to write to the Minister for Local Government in accordance with the Department of Local Government requirements and;
- 3. In accordance with sections 3.12(6) of the Local Government Act 1995 after its publication in the *Government Gazette*, local public notice be given;
 - a) stating the title of the Parking Local Law 2022;
 - b) summarizing the purpose and effect of the Parking Local Law 2022 (specifying the day on which it comes into operation); and
 - c) advising that the Parking Local Law 2022 is published on the Shire's official website and provide copies of the Local Law at the Shire offices for inspection or for the public to obtain a copy.

In Favour: Crs Geoff Haerewa, Paul White, Geoff Davis, Andrew Twaddle, Pat Riley and Peter

McCumstie

Against: Nil

CARRIED 6/0

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LOCAL GOVERNMENT ACT 1995

SHIRE OF DERBY-WEST KIMBERLEY

PARKING LOCAL LAW 2022

Under the powers conferred by the *Local Government Act 1995* and under all other powers enabling it, the Council of the Shire of Derby-West Kimberley resolved on [DATE] to make the following local law.

PART 1—DEFINITIONS AND OPERATION

1.1 Citation

This local law may be cited as the Shire of Derby-West Kimberley Parking Local Law 2022.

1.2 Application

- (1) Subject to subclause (2), this local law applies throughout the district.
- (2) This local law does not apply to a parking facility or a parking station that is not occupied by the Shire, unless the Shire and the owner or occupier of that facility or station have agreed in writing that this local law will apply to that facility or station.
- (3) The agreement referred to in subclause (2) may be made on such terms and conditions as the parties may agree.

1.3 Commencement

This local law will come into operation on the fourteenth day after the day on which it is published in the *Government Gazette*.

1.4 Interpretation

In this local law unless the context otherwise requires:

Act means the Local Government Act 1995;

Authorised person means a person authorised by the local government under section 9.10 of the Act to perform any of the functions of an authorised person under this local law;

Authorised vehicle means a vehicle authorised by the local government, Chief Executive Officer, authorised person or by any written law to park on a thoroughfare or parking facility;

Bicycle has the meaning given to it by the Code;

Bicycle lane has the meaning given to it by the Code

Bicycle path has the meaning given to it by the Code;

Bus has the meaning given to it by the Code;

Bus embayment has the meaning given to it by the Code;

Bus stop has the meaning given to it by the Code;

Bus zone has the meaning given to it by the Code;

Caravan has the meaning given to it by the Caravans Parks and Camping Grounds Act 1995;

Carriageway has the same meaning given to it in the Code;

Centre in relation to a carriageway, means a line or a series of lines, marks or other indications:

- (a) for a two-way carriageway—placed so as to delineate vehicular traffic travelling in different directions; or
- (b) in the absence of any such lines, marks or other indications—the middle of the main, travelled portion of the carriageway;

Children crossing has the meaning given to it by the Code;

CEO means the Chief Executive Officer of the local government;

Code means the Road Traffic Code 2000;

Commercial vehicle means a motor vehicle constructed for the conveyance of goods or merchandise, or for the conveyance of materials used in any trade, business, industry or work whatsoever, other

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than a motor vehicle for the conveyance of passengers, and includes any motor vehicle that is designed primarily for the carriage of persons, but which has been fitted or adapted for the conveyance of the goods, merchandise or materials referred to, and is in fact being used for that purpose;

Disability parking permit has the meaning given to it in the *Local Government (Parking for People with Disabilities) Regulations 2014*. A current document issued by National Disability Services Limited (CAN 008 445 485), consisting of an Australian Disability Parking Permit and ACROD (Australian Council for Rehabilitation of Disabled) Parking Program Card

District means the district of the local government;

Driver means any person driving or in control of a vehicle;

Edge line for a carriageway means a line marked along the carriageway at or near the far left or the far right of the carriageway;

Emergency vehicle has the meaning given to it by the Code;

Footpath has the meaning given to it by the Code;

GVM (which stands for gross vehicle mass) has the meaning given to it by the Code;

Loading zone means a parking stall which is set aside for use by commercial vehicles if there is a sign referable to that stall marked loading zone;

Local government means the Shire of Derby-West Kimberley;

Mail zone has the meaning given to it by the Code;

Median strip has the meaning given to it by the Code;

metered space means a section or part of a metered zone that is adjacent to a parking meter and that is marked or defined by painted lines or by metallic studs or similar devices for the purpose of indicating where a vehicle may be parked on payment of a fee or charge;

Metered zone means any thoroughfare or reserve, or part of any thoroughfare or reserve, in which parking meters regulate the parking of vehicles;

Motorcycle has the meaning given to it by the Code;

Motor vehicle means a self-propelled vehicle that is not operated on rails; and the expression includes a trailer, semi-trailer or caravan while attached to a motor vehicle, but does not include a power assisted pedal cycle;

Nature strip has the meaning given to it by the Code;

No parking area has the meaning given to it by the Code;

No parking sign means a sign with the words no parking in red letters on a white background, or the letter P within a red annulus and a red diagonal line across it on a white background;

No stopping area has the meaning given to it by the Code;

No stopping sign means a sign with the words no stopping or no standing in red letters on a white background or the letter S within a red annulus and a red diagonal line across it on a white background; **Obstructing** means causing or allowing a motor vehicle, trailer, or other object to stand on a road in such a way that it is likely to impede other road users;

Occupier has the meaning given to it by the Act;

Owner:

- (a) where used in relation to a vehicle licensed under the **Road Traffic Act 1974**, means the person in whose name the vehicle has been registered under that Act;
- (b) where used in relation to any other vehicle, means the person who owns, or is entitled to possession of that vehicle; and
- (c) where used in relation to land, has the meaning given to it by the Act;

Painted island has the meaning given to it by the Code;

Park has the meaning given to it by the Code;

Parking area has the meaning given to it by the Code;

Parking control sign has the same meaning given it by the Code;

parking facility includes land, buildings, shelters, metered zones, metered spaces, parking stalls and other facilities open to the public generally for the parking of vehicles with or without charge and signs, notices and facilities used in connection with the parking of vehicles;

Parking meter includes the stand on which the meter is erected and a ticket issuing machine;

Parking region means the whole of the district except:

- (a) the approach and departure prohibition areas of all existing and future traffic control signal installations as determined by the Commissioner of Main Roads;
- (b) prohibition areas applicable to all existing and future bridges and subways as determined by the Commissioner of Main Roads; and
- (c) any road which comes under the control of the Commissioner of Main Roads unless the control of parking and parking facilities on that road is carried out subject to the control and direction of the Commissioner of Main Roads or has been delegated by the Commissioner to the Shire:

parking stall means a section or part of a thoroughfare or of a parking station which is marked or defined by painted lines, metallic studs, coloured bricks or pavers or similar devices for the purpose of indicating where a vehicle may be parked, but does not include a metered space;

Parking station means any land, or structure provided for the purpose of accommodating vehicles with or without charge, but does not include a metered zone or metered space;

Path has the same meaning given to it by the Code;

Pedestrian crossing has the meaning given to it by the Code;

Public bus has the same meaning given to it by the Code;

Public place means any place to which the public has access whether or not that place is on private property;

Reserve means any land:

- (a) which belongs to the local government;
- (b) of which the local government is the management body under the Land Administration Act 1997; or
- (c) which is an otherwise unvested facility within section 3.53 of the Act;

Road means a highway, road, street, lane, thoroughfare, way or similar place within the parking region which the public is allowed to use and includes the road verge and any footway within it;

Road Traffic Act means the Road Traffic Act 1974;

Schedule means a Schedule to this local law;

Shared zone has the meaning given to it by the Code;

sign includes a traffic sign, inscription, road marking, mark, structure or device approved by the local government on which may be shown words, numbers, expressions or symbols, and which is placed on or near a thoroughfare or within a parking station or reserve for the purpose of prohibiting, regulating, guiding, directing or restricting the parking of vehicles;

Special purpose vehicle has the meaning given to it by the Code;

Stop in relation to a vehicle means to stop a vehicle and permit it to remain stationary, except for the purposes of avoiding conflict with other traffic or of complying with the provisions of any law;

Symbol includes any symbol specified by Australian Standard 1742: Manual of Uniform Traffic Control Devices: AS 11-1989: Parking Controls and any symbol specified from time to time by Standards Australia for use in the regulation of parking and any reference to the wording of any sign in this local law shall be also deemed to include a reference to the corresponding symbol;

Taxi means a taxi within the meaning of the Road Traffic Code 2000;

Taxi zone has the meaning given to it by the Code;

Thoroughfare has the meaning given to it by the Act;

ticket issuing machine means a parking meter which issues, as a result of money being inserted in the machine or such other form of payment as may be permitted to be made, a ticket showing the period during which it shall be lawful to remain parked in a metered space to which the machine is referable;

Traffic island has the meaning given to it by the Code;

Trailer has the meaning given to it by the Code:

Vehicle has the meaning given to it by the Code; and

Verge has the same meaning as nature strip.

1.5 Application of particular definitions

(1) For the purposes of the application of the definitions 'no parking area' and 'parking area' an arrow inscribed on a traffic sign erected at an angle to the boundary of the carriageway is

- deemed to be pointing in the direction in which it would point, if the signs were turned at an angle of less than 90 degrees until parallel with the boundary.
- (2) Unless the context otherwise requires, where a term is used, but not defined, in this local law, and that term is defined in the *Road Traffic Act 1974* or in the Code, then the term shall have the meaning given to it in that Act or the Code.

1.6 Application and pre-existing signs

- (1) Subject to subclause (2), this local law applies to the parking region.
- (2) This local law does not apply to a parking facility or a parking station that is not occupied by the local government, unless the local government and the owner or occupier of that facility or station have agreed in writing that this local law will apply to that facility or station.
- (3) The agreement referred to in subclause (2) may be made on such terms and conditions as the parties may agree.
- (4) A sign that:
 - (i) was erected by the local government or the Commissioner of Main Roads prior to the coming into operation of this local law; and
 - (ii) relates to the parking of vehicles within the parking region, shall be deemed for the purposes of this local law to have been erected by the local government under the authority of this local law.
- (5) An inscription or symbol on a sign referred to in subclause (4) operates and has effect according to its tenor, and where the inscription or symbol relates to the stopping of vehicles, it shall be deemed for the purposes of this local law to operate and have effect as if it related to the parking of vehicles.
- (6) The provisions of Parts 2, 3, 4 and 5 do not apply to a bicycle parked at a bicycle rail or bicycle rack.

1.7 Classes of vehicles

For the purpose of this local law, vehicles are divided into classes as follows:

- (a) buses;
- (b) commercial vehicles;
- (c) motorcycles and bicycles;
- (d) taxis; and
- (e) all other vehicles.

1.8 Part of thoroughfare to which sign applies

Where under this local law the parking of vehicles in a thoroughfare is controlled by a sign, the sign shall be read as applying to that part of the thoroughfare which:

- (a) lies beyond the sign;
- (b) lies between the sign and the next sign beyond that sign; and
- (c) is on that side of the thoroughfare nearest to the sign.

1.9 Powers of the local government

The local government may, by resolution, prohibit or regulate by signs or otherwise, the stopping or parking of any vehicle or any class of vehicles in any part of the parking region but must do so consistently with the provisions of this local law.

PART 2-METERED ZONES

2.1 Determination of metered zones

- The local government may by resolution, constitute, determine and vary and also indicate by signs, metered spaces and metered zones.
- (2) In respect of metered spaces and metered zones the local government may determine, and may indicate by signs:
 - (a) permitted times and conditions of parking depending on and varying with the locality;
 - (b) classes of vehicles which are permitted to park;
 - (c) the amount payable for parking; and
 - (d) the manner of parking.
- (3) Where the local government makes a determination under subsections (1) or (2) it shall erect signs to give effect to the determination.

2.2 Parking fee to be paid

Subject to clause 2.5, a person shall not park a vehicle in a metered space unless the appropriate fee as indicated by a sign on the parking meter referable to the space is inserted into the parking meter.

2.3 Limitation on parking in metered space

The payment of a fee under clause 2.2 shall entitle a person to park the vehicle in a metered space for the period shown on the parking meter, but does not authorise the parking of the vehicle during any time when parking in that space may be prohibited in accordance with this local law.

2.4 No parking when meter is expired

Subject to clause 2.5, a person shall not leave or permit a vehicle to remain parked in a metered space during the hours when a fee is payable to park the vehicle in the space when the parking meter referable to that space exhibits the sign 'Expired' or a negative time.

2.5 Suspension of requirement to pay fee

- (1) The local government may, by resolution, declare that the provisions of clauses 2.2 and 2.4 shall not apply during the periods and days specified.
- (2) Where the local government makes a determination under subsection (1) it shall erect signs to give effect to the determination.

2.6 Vehicles to be within metered space

Subject to subclause (b):

- (a) A person shall not park a vehicle in a metered space in a thoroughfare otherwise than parallel to and as close to the kerb as practicable and wholly within the space, provided that where a metered space is set out otherwise than parallel to the kerb the vehicle need only park wholly within the space.
- (b) If a vehicle is too long or too wide to fit completely within a single metered space then the person parking the vehicle shall do so within the minimum number of metered spaces needed to park that vehicle.
- (c) A person shall not park a vehicle partly within and partly outside a metered zone.

2.7 Permitted insertions in parking meters

- A person shall not insert into a parking meter anything other than the designations of coin or banknote or such other permitted form of payment indicated by a sign on the parking meter.
- (2) The insertion of a coin or banknote into any parking meter or the making of payment in such other form as may be permitted shall be effected only in accordance with the instructions printed on that particular meter.

2.8 Parking ticket to be clearly visible

A driver of a vehicle left parked in a metered zone which is regulated by a ticket issuing machine shall on purchasing a ticket from the machine for a period of parking, place the ticket inside the vehicle in such a position that the ticket is clearly visible to and the expiry time or time for which the ticket remains valid is able to be read by an authorised person examining the ticket from outside the vehicle.

2.9 One vehicle per metered space

A person shall not park or attempt to park a vehicle in a metered space in which another vehicle is parked.

2.10 No parking when hood on meter

Notwithstanding any other provision of this local law and notwithstanding any other sign or notice, a person shall not park a vehicle in a metered space if the parking meter referable to such metered space has a hood marked 'No Parking', 'Reserved Parking' or 'Temporary Bus Stand' or equivalent symbols depicting these purposes except with the permission of the local government or an authorised person.

PART 3—PARKING STALLS AND PARKING STATIONS

3.1 Determination of parking stalls and parking stations

- (1) The local government may, by resolution, constitute, determine and vary:
 - (a) parking stalls;
 - (b) parking stations;
 - (c) permitted time and conditions of parking in parking stalls and parking stations which may vary with the locality;
 - (d) permitted classes of vehicles which may park in parking stalls and parking stations;
 - (e) permitted classes of persons who may park in specified parking stalls or parking stations;and
 - (f) the manner of parking in parking stalls and parking stations.
- (2) Where the local government makes a determination under subsection (1) it shall erect signs to give effect to the determination

3.2 Vehicles to be within parking stall on thoroughfare

- (1) Subject to subclause (2), (3) and (4), a person shall not park a vehicle in a parking stall in a thoroughfare otherwise than:
 - (a) parallel to and as close to the kerb as is practicable;
 - (b) wholly within the stall; and

- (c) headed in the direction of the movement of traffic on the side of the thoroughfare in which the stall is situated.
- (2) Subject to subclause (3) where a parking stall in a thoroughfare is set out otherwise than parallel to the kerb, then a person must park a vehicle in that stall wholly within it.
- (3) If a vehicle is too long or too wide to fit completely within a single parking stall then the person parking the vehicle shall do so within the minimum number of parking stalls needed to park that vehicle.
- (4) A person shall not park a vehicle partly within and partly outside a parking area.

3.3 Payment of fee to park in parking station

A person shall not park a vehicle or permit a vehicle to remain parked in any parking station during any period for which a fee is payable unless:

- (a) in the case of a parking station having an authorised person on duty, the appropriate fee is paid when demanded; or
- (b) in the case of a parking station equipped with parking meters, the appropriate fee is inserted in the meter or the required payment is made in such other form as may be permitted.

3.4 Suspension of parking station restrictions

- (1) The local government may, by resolution, declare that the provisions of clause 3.3 do not apply during periods on particular days in relation to particular parking stations as specified.
- (2) Where the local government makes a determination under subsection (1) it shall erect signs to give effect to the determination.

3.5 Vehicle not to be removed until fee paid

A person shall not remove a vehicle which has been parked in a parking station until the fee associated with parking that vehicle in the parking station has been paid in full.

3.6 Entitlement to receipt

A person paying a fee at a parking station is to be entitled to receive a receipt on demand showing the period of parking covered by such payment and the amount of the fee paid.

3.7 Parking ticket to be clearly visible

A driver of a vehicle in a parking station which is equipped with a ticket issuing machine shall on purchasing a ticket from the machine for a period of parking, place the ticket inside the vehicle in such a position that the ticket is clearly visible to and the expiry time or time for which the ticket remains valid is able to be read by an authorised person examining the ticket from outside the vehicle.

3.8 Parking prohibitions and restrictions

- (1) A person shall not:
 - (a) park a vehicle so as to obstruct an entrance to, or an exit from a parking station, or an access way within a parking station;
 - except with the permission of the local government or an authorised person park a vehicle on any part of a parking station contrary to a sign referable to that part;
 - (c) permit a vehicle to park on any part of a parking station, if an authorised person directs the driver of such vehicle to move the vehicle; or
 - (d) park or attempt to park a vehicle in a parking stall in which another vehicle is parked but this paragraph does not prevent the parking of a motorcycle and a bicycle together in a stall marked 'M/C', if the bicycle is parked in accordance with subclause (2).

- (2) No person shall park any bicycle:
 - (a) in a parking stall other than in a stall located against a kerb and marked 'M/C'; and
 - (b) in such stall other than parked against the kerb.
- (3) Notwithstanding the provisions of subclause (1)(b) a driver may park a vehicle in a permissive parking stall or station (except in a parking area for people with disabilities) for twice the length of time allowed, provided that:
 - (a) the driver's vehicle displays a valid disability parking permit;
 - (b) a person with disabilities to which that permit relates is either the driver of or a passenger in the vehicle; and
 - (c) any disability permit displayed must be clearly displayed from inside the vehicle in such a position that the permit is clearly visible to, and in a manner that enables the expiry date and permit number to be clearly visible to an authorised person examining the permit from outside the vehicle.

PART 4—PARKING GENERALLY

4.1 Restrictions on parking in particular areas

- (1) Subject to subclause (2), a person shall not park a vehicle in a thoroughfare or part of a thoroughfare, or part of a parking station:
 - (a) if by a sign it is set apart for the parking of vehicles of a different class;
 - (b) if by a sign it is set apart for the parking of vehicles by persons of a different class; or
 - (c) during any period when the parking of vehicles is prohibited by a sign.
- (2) (a) This subclause applies to a driver if:
 - (i) the driver's vehicle displays a Disability Parking Permit; and
 - (ii) a disabled person to which the Disability Parking Permit relates is either the driver of the vehicle or a passenger in the vehicle.
 - (b) The driver may park a vehicle in a thoroughfare or a part of a thoroughfare or part of a parking station, except in a thoroughfare or a part of a thoroughfare or part of a parking station to which a disability parking permit sign relates for twice the period indicated on the sign.
- (3) A person shall not park a vehicle:
 - (a) in a no parking area; or
 - (b) in a parking area, except in accordance with signs associated with the parking area and with this local law.
- (4) A person shall not, without the prior permission of the local government, the CEO, or an authorised person, park a vehicle in an area designated by a sign stating 'Authorised Vehicles Only'.

4.2 Parking vehicle on a carriageway

- (1) A person parking a vehicle on a carriageway other than in a parking stall shall park it:
 - (a) in the case of a two-way carriageway, so that it is as near as practicable to and parallel with, the left boundary of the carriageway and headed in the direction of the movement of traffic on the side of the thoroughfare on which the vehicle is parked;

- (b) in the case of a one-way carriageway, so that it is as near as practicable to and parallel with either boundary of the carriageway and headed in the direction of the movement of traffic on the side of the thoroughfare on which the vehicle is parked;
- (c) so that at least 3 metres of the width of the carriageway lies between the vehicle and the farther boundary of the carriageway, or any continuous line or median strip, or between the vehicle and a vehicle parked on the farther side of the carriageway;
- (d) so that the front and the rear of the vehicle respectively is not less than 1 metre from any other vehicle, except a motorcycle without a trailer, or a bicycle parked in accordance with this local law: and
- (e) so that it does not obstruct any vehicle on the carriageway, unless otherwise indicated on a parking regulation sign or markings on the roadway.
- (2) In this clause, 'continuous dividing line' means:
 - (a) a single continuous dividing line only;
 - (b) a single continuous dividing line to the left or right of a broken dividing line; or
 - (c) 2 parallel continuous dividing lines.

4.3 When parallel and right-angled parking apply

Where a traffic sign associated with a parking area is not inscribed with the words 'angle parking' (or with an equivalent symbol depicting this purpose), then unless a sign associated with the parking area indicates, or marks on the carriageway indicate, that vehicles have to park in a different position, where the parking area is:

- (a) adjacent to the boundary of a carriageway, a person parking a vehicle in the parking area shall park it as near as practicable to and parallel with that boundary; and
- (b) at or near the centre of the carriageway, a person parking a vehicle in that parking area shall park it at approximately right angles to the centre of the carriageway in a manner that does not obstruct the carriageway.

4.4 When angle parking applies

- (1) This clause does not apply to:
 - (a) a passenger vehicle or a commercial vehicle with a mass including any load, of over three tonnes: or
 - (b) a person parking either a motor cycle without a trailer or a bicycle.
- (2) Where a sign associated with a parking area is inscribed with the words 'angle parking' (or with an equivalent symbol depicting this purpose), a person parking a vehicle in the area shall park the vehicle at an angle of approximately 45 degrees to the centre of the carriageway unless otherwise indicated by the inscription on the parking sign or by marks on the carriageway.

4.5 General prohibitions on parking

- (a) This clause does not apply to a vehicle parked in a parking stall nor to a bicycle in a bicycle rack.
 - (b) Subclauses (2) (c), (e) and (g) do not apply to a vehicle which parks in a bus embayment.
- (2) Subject to any law relating to intersections with traffic control signals, a person shall not park a vehicle so that any portion of the vehicle is:

- (a) on or adjacent to a median strip or painted island;
- (b) obstructing a right of way, private drive or carriageway or so close as to deny a vehicle reasonable access to or egress from the right of way, private drive or carriageway;
- (c) alongside or opposite any excavation, works, hoarding, scaffolding or obstruction on the carriageway, if the vehicle would obstruct traffic;
- (d) on or within 10 metres of any portion of a carriageway bounded by a traffic island;
- (e) on any portion of a footpath or pedestrian crossing;
- (f) between the boundaries of a carriageway and any double longitudinal line consisting of two continuous lines or between a double longitudinal line consisting of a continuous line and a broken or dotted line and the boundary of a carriageway nearer to the continuous line, unless there is a distance of at least 3 metres clear between the vehicle and the double longitudinal line;
- (g) on an intersection, except adjacent to a carriageway boundary that is not broken by an intersecting carriageway;
- (h) within 1 metre of a fire hydrant or fire plug, or of any sign or mark indicating the existence of a fire hydrant or fire plug;
- (i) within 3 metres of a public letter box, unless the vehicle is being used for the purposes of collecting postal articles from the pillar box; or
- (j) within 10 metres of the nearer property line of any thoroughfare intersecting the thoroughfare on the side on which the vehicle is parked unless a sign or markings on the carriageway indicate otherwise.
- (3) A person shall not park a vehicle so that any portion of the vehicle is within 10 metres of the departure side of:
 - (a) a sign inscribed with the words 'Bus Stop' or 'Hail Bus Here' (or with equivalent symbols depicting these purposes) unless the vehicle is a bus stopped to take up or set down passengers; or
 - (b) a children's crossing or pedestrian crossing.
- (4) A person shall not park a vehicle so that any portion of the vehicle is within 20 metres of the approach side of:
 - (a) a sign inscribed with the words 'Bus Stop' or 'Hail Bus Here' (or with equivalent symbols depicting these purposes) unless the vehicle is a bus stopped to take up or set down passengers;
 - (b) a children's crossing or pedestrian crossing.
- (5) A person shall not park a vehicle so that any portion of the vehicle is within 20 metres of either the approach side or the departure side of the nearest rail of a railway level crossing.

4.6 Authorised person may order vehicle on thoroughfare to be moved

The driver of a vehicle shall not park that vehicle on any part of a thoroughfare in contravention of this local law after an authorised person has directed the driver to move it.

4.7 Authorised person may mark tyres

(1) An authorised person may mark the tyres of a vehicle parked in a parking facility with chalk or any other non-indelible substance for a purpose connected with or arising out of his or her duties or powers.

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(2) A person shall not remove a mark made by an authorised person so that the purpose of the affixing of such a mark is defeated or likely to be defeated.

4.8 No movement of vehicles to avoid time limitation

- (1) Where the parking of vehicles in a parking facility is permitted for a limited time, a person shall not move a vehicle within the parking facility so that the total time of parking exceeds the maximum time allowed for parking in the parking facility.
- (2) Where the parking of vehicles in a thoroughfare is permitted for a limited time, a person shall not move a vehicle along that thoroughfare so that the total time of parking exceeds the maximum time permitted, unless the vehicle has first been removed from the thoroughfare for at least two hours.

4.9 No parking of vehicles exposed for sale and in other circumstances

A person shall not park a vehicle on any portion of a thoroughfare:

- (a) for the purpose of exposing it for sale;
- (b) if that vehicle is not licensed under the Road Traffic Act;
- (c) if that vehicle is a trailer or a caravan unattached to a motor vehicle; or
- (d) for the purpose of effecting repairs to it, other than the minimum repairs necessary to enable the vehicle to be moved to a place other than a thoroughfare.

4.10 Parking on private land

- (1) In this clause a reference to 'land' does not include land:
 - (a) which belongs to the local government;
 - (b) of which the local government is the management body under the Land Administration Act 1997;
 - (c) which is an 'otherwise unvested facility' within section 3.53 of the Act; or
 - (d) which is the subject of an agreement referred to in clause 1.7(2).
- (2) A person shall not park a vehicle on land without the consent of the owner or occupier of the land on which the vehicle is parked.
- (3) Where the owner or occupier of the land, by a sign referable to that land or otherwise, consents to the parking of vehicles of a specified class or classes on the land for a limited period, a person shall not park a vehicle on the land otherwise than in accordance with the consent.

4.11 Parking on reserves

No person other than an employee of the local government in the course of his or her duties or a person authorised by the local government shall drive or park a vehicle upon or over any portion of a reserve other than upon an area specifically set aside for that purpose.

4.12 Suspension of parking limitations for urgent, essential or official duties

(1) Where by a sign the parking of vehicles is permitted for a limited time on a portion of a thoroughfare or parking facility, the local government, the CEO or an authorised person may, subject to the Code, permit a person to park a vehicle in that portion of the thoroughfare or parking facility for longer than the permitted time in order that the person may carry out urgent, essential or official duties.

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(2) Where permission is granted under subclause (1), the local government, the CEO or an authorised person may prohibit the use by any other vehicle of that portion of the thoroughfare or parking facility to which the permission relates, for the duration of that permission.

PART 5—PARKING AND STOPPING GENERALLY

5.1 No stopping and no parking signs, and yellow edge lines

- (1) A driver shall not stop on a length of carriageway, or in an area, to which a 'no stopping' sign applies.
- (2) A driver shall not stop on a length of carriageway or in an area to which a 'no parking' sign applies, unless the driver:
 - (a) is dropping off, or picking up, passengers or goods;
 - (b) does not leave the vehicle unattended so that the driver is more than 3 metres from the closest point of the vehicle;
 - (c) completes the dropping off, or picking up, of the passengers or goods within 2 minutes of stopping and drives on.
- (3) A driver shall not stop at the side of a carriageway marked with a continuous yellow edge line.

PART 6—STOPPING IN ZONES FOR PARTICULAR VEHICLES

6.1 Stopping in a loading zone

A person shall not stop a vehicle in a loading zone unless it is:

- (a) a motor vehicle used for commercial or trade purposes engaged in the picking up or setting down of goods; or
- (b) a motor vehicle taking up or setting down passengers,

But, in any event, shall not remain in that loading zone:

- (c) for longer than a time indicated on the 'loading zone' sign; or
- (d) longer than 30 minutes (if no time is indicated on the sign).

6.2 Stopping in a taxi zone or a bus zone

- (1) A driver shall not stop in a taxi zone, unless the driver is driving a taxi.
- (2) A driver shall not stop in a bus zone unless the driver is driving a public bus, or a bus of a type that is permitted to stop at the bus zone by information on or with the 'bus zone' sign applying to the bus zone.

6.3 Stopping in a mail zone

A person shall not stop a vehicle in a mail zone.

6.4 Other limitations in zones

A person shall not stop a vehicle in a zone to which a traffic sign applies if stopping the vehicle would be contrary to any limitation in respect to classes of persons or vehicles, or specific activities allowed, as indicated by additional words on a traffic sign that applies to the zone.

PART 7—OTHER PLACES WHERE STOPPING IS RESTRICTED

7.1 Stopping in a shared zone

A driver shall not stop in a shared zone unless:

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- (a) the driver stops at a place on a length of carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under this local law;
- (b) the driver stops in a parking bay and the driver is permitted to stop in the parking bay under this local law;
- (c) the driver is dropping off, or picking up, passengers or goods; or
- (d) the driver is engaged in door-to-door delivery or collection of goods, or in the collection of waste or garbage.

7.2 Double parking

- (1) A driver shall not stop a vehicle so that any portion of the vehicle is between any other stopped vehicle and the centre of the carriageway.
- (2) This clause does not apply to:
 - (a) a driver stopped in traffic; or
 - (b) a driver angle parking on the side of the carriageway or in a median strip parking area, in accordance with this local law.

7.3 Stopping near an obstruction

A driver shall not stop on a carriageway near an obstruction on the carriageway in a position that further obstructs traffic on the carriageway.

7.4 Stopping on a bridge or in a tunnel, etc.

- (1) A driver shall not stop a vehicle on a bridge, causeway, ramp or similar structure unless:
 - (a) the carriageway is at least as wide on the structure as it is on each of the approaches and a traffic sign does not prohibit stopping or parking; or
 - (b) the driver stops at a place on a length of carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under this local law.
- (2) A driver shall not stop a vehicle in a tunnel or underpass unless:
 - (a) the carriageway is at least as wide in the tunnel or underpass as it is on each of the approaches and a traffic sign does not prohibit stopping or parking; or
 - (b) the driver of a motor vehicle stops at a bus stop, or in a bus zone or parking area marked on the carriageway, for the purpose of setting down or taking up passengers.

7.5 Stopping on crests, curves, etc.

- (1) Subject to subclause (2), a driver shall not stop a vehicle on, or partly on, a carriageway, in any position where it is not visible to the driver of an overtaking vehicle, from a distance of 80 metres within a built-up area, and from a distance of 150 metres outside a built-up area.
- (2) A driver may stop on a crest or curve on a carriageway that is not in a built-up area if the driver stops at a place on the carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under this local law.

7.6 Stopping near a fire hydrant etc.

- (1) A driver shall not stop a vehicle so that any portion of the vehicle is within one metre of a fire hydrant or fire plug, or of any sign or mark indicating the existence of a fire hydrant or fire plug, unless:
 - (a) the driver is driving a public bus, and the driver stops in a bus zone or at a bus stop and does not leave the bus unattended; or

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- (b) the driver is driving a taxi, and the driver stops in a taxi zone and does not leave the taxi unattended.
- (2) In this clause a driver leaves the vehicle 'unattended' if the driver leaves the vehicle so the driver is over 3 metres from the closest point of the vehicle.

7.7 Stopping at or near a bus stop

- (1) A driver shall not stop a vehicle so that any portion of the vehicle is within 20 metres of the approach side of a bus stop, or within 10m of the departure side of a bus stop, unless:
 - (a) the vehicle is a public bus stopped to take up or set down passengers; or
 - (b) the driver stops at a place on a length of carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under this local law.
- (2) In this clause:
 - (a) distances are measured in the direction in which the driver is driving; and
 - (b) a trailer attached to a public bus is deemed to be a part of the public bus.

7.8 Stopping on a path, median strip, or traffic island or painted island

The driver of a vehicle (other than a bicycle or an animal) shall not stop so that any portion of the vehicle is on a path, traffic island, painted island, or median strip, unless the driver stops in an area, to which a parking control sign applies and the driver is permitted to stop at that place under this local law.

7.9 Stopping on verge

- (1) A person shall not:
 - (a) stop a vehicle (other than a bicycle);
 - (b) stop a commercial vehicle or bus, or a trailer or caravan unattached to a motor vehicle; Or
 - (c) stop a vehicle during any period when the stopping of vehicles on that verge is prohibited by a sign adjacent and referable to that verge or in contravention of clause 9.6,

So that any portion of it is on a verge.

- (2) Subject to clause 9.6, subclause (1)(a) does not apply to the person if he or she is the owner or occupier of the premises adjacent to that verge, or is a person authorised by the occupier of those premises to stop the vehicle so that any portion of it is on the verge.
- (3) Subject to clause 9.6, subclause (1) (b) does not apply to a commercial vehicle when it is being loaded or unloaded with reasonable expedition with goods, merchandise or materials collected from or delivered to the premises adjacent to the portion of the verge on which the commercial vehicle is parked, provided no obstruction is caused to the passage of any vehicle or person using a carriageway or a path.

7.10 Obstructing access to and from a path, driveway, etc.

- (1) A driver shall not stop a vehicle so that any portion of the vehicle is in front of a path, in a position that obstructs access by vehicles or pedestrians to or from that path, unless:
 - (a) the driver is dropping off, or picking up, passengers; or
 - (b) the driver stops in a parking stall and the driver is permitted to stop in the parking stall under this local law.

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- (2) A driver shall not stop a vehicle on or across a driveway or other way of access for vehicles travelling to or from adjacent land, unless:
 - (a) the driver is dropping off, or picking up, passengers; or
 - (b) the driver stops in a parking stall and the driver is permitted to stop in the parking stall under this local law.

7.11 Stopping near a public letter box

A driver shall not stop a vehicle so that any portion of the vehicle is within 3 metres of a public letter box, unless the driver:

- (a) is dropping off, or picking up, passengers or mail; or
- (b) stops at a place on a length of carriageway, or in an area, to which a parking control sign applies and the driver is permitted to stop at that place under this local law.

7.12 Stopping on a carriageway—heavy and long vehicles

- (1) A person shall not park a vehicle or any combination of vehicles, that, together with any projection on, or load carried by, the vehicle or combination of vehicles, is 7.5 metres or more in length or exceeds a GVM of 4.5 tonnes:
 - (a) on a carriageway in a built-up area, for any period exceeding 4 hours; or
 - (b) on a carriageway outside a built-up area, except on the shoulder of the carriageway, or in a truck bay or other area set aside for the parking of goods vehicles.
- (2) Nothing in this clause mitigates the limitations or condition imposed by any other clause or by any local law or traffic sign relating to the parking or stopping of vehicles.

7.13 Stopping on a carriageway with a bicycle parking sign

The driver of a vehicle (other than a bicycle) shall not stop on a length of carriageway to which a 'bicycle parking' sign applies, unless the driver is dropping off, or picking up, passengers.

7.14 Stopping on a carriageway with motor cycle parking sign

The driver of a vehicle shall not stop on a length of carriageway, or in an area, to which a 'motor cycle parking' sign applies, or an area marked 'M/C' unless:

- (a) the vehicle is a motor cycle; or
- (b) the driver is dropping off, or picking up, passengers.

PART 8 - PARKING PERMITS

8.1 Parking permit

- (1) A person may apply for a permit to park a vehicle on a thoroughfare if the person is:
 - (a) an occupier, owner or an employee of a lot fronting the thoroughfare; and
 - (b) the holder of the requisite vehicle licence under the Road Traffic Act for the vehicle.
- (2) An applicant for a permit may apply for a temporary permit by stating (by way of statutory declaration) on an application for such that he or she resides or owns that lot, or a letter from the employer that occupies that lot.
- (3) An application for a permit shall be made in the form determined by the local government.

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- (4) The local government may in respect of an application for a permit for the purpose of subclause (1) or (2):
 - (a) approve it;
 - (b) approve it subject to such conditions as the local government considers appropriate; or
 - (c) refuse to approve it.
- (5) Where the local government makes a decision under subclauses (4)(a) or (b), it shall issue a permit in the form determined by it to the person who applied for the permit.
- (6) A temporary permit issued for the purpose of subclause (2):
 - (a) will expire 3 months after it is issued; and
 - (b) is not renewable.
- (7) A permit issued for the purpose of subclause (1) may be either:
 - (a) an annual permit, issued for a period not exceeding one year and expiring on 31 December in the year of issue; or
 - (b) a temporary permit, issued for a period not exceeding 6 months from the date of issue.
- (8) Every permit issued for the purpose of subclause (1) is to specify:
 - (a) a permit number;
 - (b) the registration number of the vehicle;
 - (c) the name of the thoroughfare to which the exemption granted by clause 8.2 applies; and
 - (d) the date on which it expires.

8.2 Conditions of exemption for parking permits

Where parking of a vehicle on any part of a thoroughfare within the district is prohibited for more than a specified time, or without an unexpired parking ticket being displayed within the vehicle, the holder of a permit issued under clause 8.1 is exempted from such prohibitions if:

- (a) the vehicle is parked on a thoroughfare specified in the permit, but not adjacent to retail premises where the parking of all vehicles is subject to a time restriction;
- (b) the permit is affixed to the windscreen of the vehicle in a prominent position;
- (c) the period in respect of which the permit was issued has not expired; and
- (d) if the holder of the permit at the time of parking the vehicle still resides, owns or works at the lot in respect of which the permit was issued.

8.3 Removal and cancellation of parking permit

The holder of a permit issued under clause 8.1 who changes residence or employment shall remove the permit from the vehicle to which it is affixed, and the permit shall be deemed to be cancelled on and from the date the holder changes residence or employment.

PART 9-MISCELLANEOUS

9.1 Removal of notices on vehicle

A person, other than the driver of the vehicle or a person acting under the direction of the driver of the vehicle, shall not remove from the vehicle any notice put on the vehicle by an authorised person.

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9.2 Unauthorised signs and defacing of signs

A person shall not without the authority of the local government:

- (a) mark, set up or exhibit a sign purporting to be or resembling a sign marked, set up or exhibited by the local government under this local law;
- (b) remove, deface or misuse a sign or property, set up or exhibited by the local government under this local law or attempt to do any such act; or
- (c) affix a board, sign, placard, notice or other thing to or paint or write upon any part of a sign set up or exhibited by the local government under this local law.

9.3 Signs must be complied with

An inscription or symbol on a sign operates and has effect according to its tenor and a person contravening the direction on a sign commits an offence under this local law.

9.4 General provisions about signs

- (1) A sign marked, erected, set up, established or displayed on or near a thoroughfare is, in the absence of evidence to the contrary presumed to be a sign marked, erected, set up, established or displayed under the authority of this local law.
- (2) The first three letters of any day of the week when used on a sign indicate that day of the week.

9.5 Special purpose and emergency vehicles

Notwithstanding anything to the contrary in this local law, the driver of:

- (1) a special purpose vehicle may, only in the course of his or her duties and when it is expedient and safe to do so, stop, or park the vehicle in any place, at any time; and
- (2) an emergency vehicle may, in the course of his or her duties and when it is expedient and safe to do so or where he or she honestly and reasonably believes that it is expedient and safe to do so, stop, or park the vehicle at any place, at any time.

9.6 Vehicles not to obstruct a public place

- (1) A person shall not leave a vehicle, or any part of a vehicle, in a public place so that it obstructs the use of any part of that public place without the permission of the local government or unless authorised under any written law.
- (2) A person will not contravene subclause (1) where the vehicle is left for a period not exceeding 24 hours.

PART 10—PENALTIES

10.1 Offences and penalties

- (1) Any person who fails to do anything required or directed to be done under this local law, or who does anything which under this local law that person is prohibited from doing, commits an offence.
- (2) An offence against any provision of this local law is a prescribed offence for the purposes of section 9.16(1) of the Act.
- (3) Any person who commits an offence under this local law shall be liable, upon conviction, to a penalty not less than \$1,000 and not exceeding \$5,000, and if the offence is of a continuing nature, to an additional penalty not exceeding \$500 for each day or part of a day during which the offence has continued.

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(4) The amount appearing in the final column of Schedule 1 directly opposite a clause specified in that Schedule is the modified penalty for an offence against that clause.

10.2 Form of notices

For the purposes of this local law:

- (a) the form of the notice referred to in section 9.13 of the Act is that of Form 1 in Schedule 1;
- (b) the form of the infringement notice referred to in section 9.17 of the Act is that of Form 2 in Schedule 1;
- (c) the form of the infringement notice referred to in section 9.17 of the Act which incorporates the notice referred to in section 9.13 of the Act, is that of Form 3 in Schedule 1; and
- (d) the form of the notice referred to in section 9.20 of the Act is that of Form 3 in Schedule 1.

Schedule 1 - PRESCRIBED OFFENCES

ITEM NO.	CLAUSE NO.	NATURE OF OFFENCE	MODIFIED PENALTY \$
1.	2.2	Failure to pay fee for metered space	100
2.	2.3	Parking in excess of period shown on metered space	100
3.	2.4	Parking when meter has expired	100
4.	2.6(a)	Failure to park wholly within metered space	100
5.	2.6(c)	Parking outside metered zone	100
6.	2.7	Non-permitted insertion in parking meter	100
7.	2.8	Failure to display ticket clearly in metered zone	100
8.	2.9	Parking or attempting to park a vehicle in a metered space occupied by another vehicle	100
9.	2.10	Parking contrary to a meter hood	100
10.	3.2	Failure to park wholly within parking stall	100
11.	3.2(4)	Failure to park wholly within parking area	100
12.	3.3	Failure to pay parking station fee	100
13.	3.5	Leaving without paying parking station fee	100
14.	3.7	Failure to display ticket clearly in parking station	100
15.	3.8(1)(a)	Causing obstruction in parking station	100
16.	3.8(1)(b)	Parking contrary to sign in parking station	100
17.	3.8(1)(c)	Parking contrary to directions of authorised person	100
18.	3.8(1)(d)	Parking or attempting to park a vehicle in a parking stall occupied by another vehicle	100
19.	4.1(1)(a)	Parking wrong class of vehicle	100
20.	4.1(1)(b)	Parking by persons of a different class	100
21.	4.1(1)(c)	Parking during prohibited period	100
22.	4.1(3)(a)	Parking in no parking area	100
23.	4.1(3)(b)	Parking contrary to signs or limitations	100
24.	4.1(3)(b)	Parking vehicle in motor cycle only area	100
25.	4.1(3)(b)	Parking motor cycle in stall not marked "M/C"	100
26.	4.1(4)	Parking without permission in an area designated for "Authorised Vehicles Only"	100
27.	4.2(1)(a)	Failure to park on the left of two-carriageway and against the flow of traffic	100
28.	4.2(1)(b)	Failure to park on boundary of one-way carriageway and against the flow of traffic	100
29.	4.2(1)(c)	Parking when distance from farther boundary less than 3 metres	100
30.	4.2(1)(d)	Parking closer than 1 metre from another vehicle	100
31.	4.2(1)(e)	Causing obstruction	100
32.	4.3(b)	Failure to park at approximate right angle of 90 degrees	100
33.	4.4(2)	Failure to park at approximate right angle of 45 degrees	100

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34.	4.5(2)(a)	Parking on or adjacent to a median strip or painted island	100
35.	4.5(2)(b)	Denying access to private drive or right of way	100
36.	4.5(2)(c)	Parking beside excavation or obstruction so as to obstruct traffic	100
37.	4.5(2)(d)	Parking within 10 metres of traffic island	100
38.	4.5(2)(e)	Parking on footpath/pedestrian crossing	100
39.	4.5(2)(f)	Parking contrary to continuous line markings	100
40.	4.5(2)(g)	Parking on intersection	100
41.	4.5(2)(h)	Parking within 1 metre of fire hydrant or fire plug	100
42.	4.5(2)(i)	Parking within 3 metres of public letter box	100
43.	4.5(2)(j)	Parking within 10 metres of intersection	100
44.	4.5(3)(a)	Parking vehicle within 10 metres of departure side of bus stop	100
45.	4.5(3)(b)	Parking vehicle within 10 metres of departure side of children's crossing or pedestrian crossing	100
46.	4.5(4)(a)	Parking vehicle within 20 metres of approach side of bus stop	100
47.	4.5(4)(b)	Parking vehicle within 20 metres of approach side of a children's or pedestrian crossing	100
48.	4.5(5)	Parking vehicle within 20 metres of approach side or departure side of railway level crossing	100
49.	4.6	Parking contrary to direction of authorised person	100
50.	4.7(2)	Removing mark of authorised person	100
51.	4.8	Moving vehicle to avoid time limitation	100
52.	4.9(a)	Parking in thoroughfare for purpose of sale	100
53.	4.9(b)	Parking unlicensed vehicle in thoroughfare	100
54.	4.9(c)	Parking a trailer/caravan on a thoroughfare	100
55.	4.9(d)	Parking in thoroughfare for purpose of repairs	100
56.	4.10(1)or(2)	Parking on land that is not a parking facility without consent	100
57.	4.10(3)	Parking on land not in accordance with consent	100
58.	4.11	Driving or parking on reserve	100
59.	5.1(1)	Stopping contrary to a "no stopping" sign	100
60.	5.1(2)	Parking contrary to a "no parking" sign	100
61.	5.1(3)	Stopping within continuous yellow lines	100
62.	6.1	Stopping unlawfully in a loading zone	100
63.	6.2	Stopping unlawfully in a taxi zone or bus zone	100
64.	6.3	Stopping unlawfully in a mail zone	100
65.	6.4	Stopping in a zone contrary to a sign	100
66.	7.1	Stopping in a shared zone	100
67.	7.2	Double parking on carriageway	100
68.	7.3	Stopping near an obstruction	100
69.	7.4	Stopping on a bridge or tunnel	100
70.	7.5	Stopping on crests/curves	100
71.	7.6	Stopping near fire hydrant	100
72.	7.7	Stopping near bus stop	100
73.	7.8	Stopping on path, median strip or traffic island	100

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74.	7.9	Stopping on verge	100
75.	7.10	Obstructing path, a driveway	100
76.	7.11	Stopping near public letter box	100
77.	7.12	Stopping heavy or long vehicles on carriageway	100
78.	7.13	Stopping in bicycle parking area	100
79.	7.14	Stopping in motorcycle parking area	100
80.	8.3	Failure to remove permit when residence changed	100
81.	9.6	Leaving vehicle so as to obstruct a public place	100
82.		All other offences not specified	100

Infringement Notices Form can be found *Section 9.15 amended: No. 8 of 2012 s. 124; No. 26 of 2016 s. 18; No. 16 of 2019 s. 66.*

15 COMMUNITY AND RECREATION SERVICES

15.1 GARNDUWA USER AGREEMENT - FITZROY CROSSING GYM

File Number: CP/095/3

Author: Shane Edwards, Manager Community Development

Responsible Officer: Christie Mildenhall, Acting Director of Community Services

Authority/Discretion: Executive

SUMMARY

This report is to seek endorsement of a draft 2022/23 user agreement between the Shire of Derby/West Kimberley and Garnduwa Amboorny Wirnan Aboriginal Corporation (Garnduwa) for use of a Shire owned recreation space in Fitzroy Crossing as a member-based gymnasium.

DISCLOSURE OF ANY INTEREST

Nil by Author and Authorising Officer

BACKGROUND

Garnduwa has delivered sport and recreation services across the east and west Kimberley regions since 1991. The objectives of the organisation are to establish structured healthy community sporting activities in a safe and supportive environment.

Garnduwa had previously managed a gymnasium from the Shire's recreation centre. Garnduwa owned all of the equipment, was responsible for managing the space and memberships. The Shire was Shire responsible for issuing keys to members.

In 2020, due to COVID-19 the operation of the gymnasium in Fitzroy Crossing ceased with restrictions in place at the time which required sporting activities and venues to close. This, combined with staffing issues, has meant that the gym has not been actively utilised since this time. In June, following enquiries from the Shire, Garnduwa advised they were not in the position to manage the gym and subsequently started to remove their equipment from the gym. However the gym was not fully cleared, cleaned and handed back to the Shire. Garnduwa has recently approached the Shire to advise they wish to reuse this space as a gym again.

The previous use of this space was through an informal arrangement- there was no written user agreement or lease in place. There has no payments made for use of this space.

STATUTORY ENVIRONMENT

Part 6, division 5 of the *Local Government Act 1995* deals with financing local government activities. Subdivision 2 deals specifically with setting fees and charges.

POLICY IMPLICATIONS

The gym is located within the Fitzroy Crossing Recreation Centre which is owned by the Shire of Derby / West Kimberley. Therefore policy F2 — Asset Management should be considered in relation to the space.

FINANCIAL IMPLICATIONS

User agreements provide the opportunity for community based sporting groups to obtain regular facility bookings at a discounted rate. It also allows for the Shire to recoup some costs associated with the management of the facility. It is proposed that the associated fees for the gymnasium area within the Fitzroy Crossing Recreation Centre are as follows;

- \$1,000.00 per annum hire fee;
- \$500.00 refundable facility bond;
- \$250.00 refundable key bond for members (per key issued) *as set in the 2022/23 Schedule of Fees and Charges.

As part of the Fitzroy Crossing Recreation Centre the Shire bears the costs for most aspects of the venue, including utilities and maintenance. This has been budgeted for as part of the normal operational budget for the Fitzroy Crossing Recreation Centre. Some minor maintenance including the replacement of a broken window, fixing of a couple of holes and covering of exposed wires are required prior to allowing Garnduwa access to this space.

Under the proposed user agreement Garnduwa will be responsible for the cleaning of the space, along with any damage that is deemed to be as a result of misuse / negligence of the users. Prior to accessing the space they are required to undertake a deep clean of the area. They are also required to hold all insurances related to the operation of the gym space, other than the building insurance.

There are currently no spare keys being held by the Fitzroy Crossing Customer Service Team. It is intended that an audit and recall of keys from noncurrent members will be undertaken, however it is expected some keys will need to be cut. These keys cost \$22 per key, and can be funded through the operational budget or recouped key bonds.

STRATEGIC IMPLICATIONS

GOAL	OUR PRIORITIES	WE WILL
2. Community	2.2 Healthy Communities	2.2.1 Build, maintain and maximise the use of community facilities
2. Community	2.2 Healthy Communities	2.2.2 Facilitate a range of accessible sporting and recreational activities
2. Community	2.4 Sustainable Communities	2.4.1 Support and assist volunteer, community and sporting groups

RISK MANAGEMENT CONSIDERATIONS

RISK	LIKELIHOOD	CONSEQUENCE	RISK ANALYSIS	MITIGATION
Community: Failure to approve or support this report may be contrary to Council's approach to local club development in the	Possible	Moderate	Medium	Approve a realistic/workable User Agreement that allows Garnduwa to effectively operate and provide a gymnasium space for the

Sport and Rec field		Fitzroy Crossing
		community.

CONSULTATION

A meeting was conducted with the Garnduwa representatives in April 2022 to gather information to develop a facility User Agreement for the next 12 months. Due to staffing changes within Garnduwa, no user agreement was developed. Recently Garnduwa and the Shire met to revisit the possibility of a user agreement that focussed specifically on re-establishing the gymnasium space.

COMMENT

The Shire of Derby/West Kimberley is seeking to establish a formal 12 month User Agreement with Garnduwa for access and usage of a designated section within the Fitzroy Crossing Recreation Centre for the purpose as a community gym. The draft agreement, provided as Attachment 1, has been negotiated with club representatives.

The user agreement specifies the fees and charges applied to the club for use of the facility. The agreement also provides for storage of gymnasium equipment within the space.

In an effort to be consistent and provide regular review of all user agreements, this user agreement will be negotiated for a 12 month (1 year) period. Additionally it is acknowledged that this venue is subject to major renovation in the near future. It is therefore recommended that a short term agreement be entered into to allow to allow for changes that may be required as part of the redevelopment.

Prior to fitting out the gym again (with equipment donated by Marra Worra Worra) Garnduwa has committed to completing a deep clean of the gym space.

It is recommended that the fee associated with the Garnduwa user agreement be added to the Shire's Schedule of Fees and Charges. This will mean that any changes to the fee rate will be dealt with through the normal budgeting process, negating the need for Council to approve the user agreement every 12 months.

VOTING REQUIREMENT

Simple majority

ATTACHMENTS

1. User Agreement Garnduwa FX Rec Centre DRAFT J. 🖺

RESOLUTION 154/22

Moved: Cr Paul White

Seconded: Cr Peter McCumstie

That Council

- 1. Endorses the 2022/23 Garnduwa Amboorny Wirnan Aboriginal Corporation User Agreement as provided in Attachment 1;
- 2. Approves the user agreement fees for the gymnasium area of the Fitzroy Crossing Recreation Centre to be included into the Schedule of Fees and Charges;
- 3. Require Garnduwa Amboorny Wirnan Aboriginal Corporation to undertake a deep clean

of the space prior to installing new equipment; and

4. Approves the advertisement of the intention to impose the fee as required in Section 6.19 to the *Local Government Act 1995*.

In Favour: Crs Geoff Haerewa, Paul White, Geoff Davis, Andrew Twaddle, Pat Riley and Peter

McCumstie

Against: Nil

CARRIED 6/0 BY ABSOLUTE MAJORITY



Shire of Derby/West Kimberley User Agreement

The agreement is between the

Owner of the property being the: Shire of Derby/West Kimberley (SDWK) of

Loch Street, Derby, Western Australia. Postal Address – PO Box 94 Derby WA 6728

ABN:99 934 203 062

and the

User being: Garnduwa Amboorny Wirnan Aboriginal Corporation

Postal Address: PO Box 1321, Broome WA 6725

ABN: 17 282 018 325

For the use of the: Fitzroy Crossing Recreation Centre (Gymnasium)

For the purpose of: Permitted use – Member-based Gym Services.

The User agrees to the following terms and conditions:

Term of User Agreement:

Commencement Date: 1 December 2022 Termination Date: 30 November 2023

2. Fees and Charges:

(Garnduwa)

Recreation centre gymnasium space BOND = \$500 (refundable)
Recreation centre gymnasium space 12mth hire = \$1,000

Recreation centre gymnasium space KEY BOND = \$250 (refundable)

(Individual gymnasium members)

Recreation Centre Gymnasium Space KEY BOND = \$250 (refundable)

Note further usage outside the agreed (see section 18) will incur further costs at the hourly rate as listed in the fees and charges, unless a change to the agreement is made.

- Public Liability Insurance the User must have in place public liability insurance to the value of \$10,000,000. A copy of the certificate of currency will be required by the Shire prior to the commencement of this user agreement. The public liability insurance is to remain valid and current for the term of this agreement.
- 4. This agreement is to be read in conjunction with facility terms and condition.
- Unless specified the fee does not allow for storage of items at the venue. The user is to remove items from the venue as not to impede other users of the facility.
- 6. Restrictions The User is to ensure that in their use of the building they comply with work health and safety laws and comply with the Working with Children standard.

- 7. At all times the ongoing cleaning of the space is the responsibility of the User. The User is to keep the area in a tidy, clean and in a sanitary condition. At regular intervals the amenities will be checked any additional cleaning required will be charged in line with current fees and charges..
- 8. Any damage deemed by a Shire Representative to be caused by negligence to the facility by the User will be charged to the User.
- 9. The Shire of Derby/West Kimberley takes no responsibility for damage/theft etc to any of the Users property.
- The User is responsible for insuring the Users property if the agreement allows for storage.
- 11. No Glass or alcohol are allowed within facilities
- 12. The Shire representative for this agreement will be the Team Leader Community Development and nominated shire representatives.
- 13. Dispute Resolution in the event that this agreement requires further interpretation/clarification, firstly both parties are to discuss the issue with a view to resolution Secondly, if unable to resolve between a Shire representative and the User the dispute will be arbitrated by a mutually acceptable third party, with the costs bome equally between the User and the Shire.
- 14. As part of this agreement, the User agrees to provide the space for membership based personal gymnasium use.
- 15. The User will not sublet the space or allow other organisations to operate from the space without lodging a formal written request to the Shire prior to operations commencing.
- 16. Termination of User Agreement this user agreement can be terminated by either party providing notice is given in writing with four (4) weeks' notice.
- 17. If the User requires renewing of the user agreement for a further term, they must provide Shire of Derby/West Kimberley notice in writing within 1 month prior to the expiration of the term of this user agreement.
 - If no written advice is received the user agreement will terminate on the expiration date of this agreement.
- 18. Any building maintenance/repair issues are to be reported to the Shire of Derby/ West Kimberley representative via email with photo evidence.
- 19. The following is the allowable usage of Facilities by the user as per this agreement:
 - a) Full access and use of FX Recreation Centre Gymnasium space each week Sunday to Saturday 12:00am-11:59pm
- 20. This agreement allows for the user to maintain storage of gymnasium equipment at the Fitzroy Crossing Recreation Centre gymnasium space. Equipment must be

- stored within designated storage facilities and kept clean and tidy. Equipment and supplies stored outside the designated storage are by Shire approval only.
- 21. Keys: the following keys will be provided to the user for the duration of this agreement. Replacement keys (if lost) will be charged at \$600.00 per key for both User and gymnasium members

Key No. >>Key Code/No.<<

Signed		
Shire Representative Name	Signature	
User Representative Name	Signature	
This User Agreement made the	day of	2022.

- 16 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN
- 17 NEW BUSINESS OF AN URGENT NATURE

18 MATTERS FOR WHICH THE MEETING MAY BE CLOSED (CONFIDENTIAL MATTERS)

RESOLUTION 155/22

Moved: Cr Andrew Twaddle Seconded: Cr Peter McCumstie

That Council considers the confidential report(s) listed below in a meeting closed to the public in accordance with Section 5.23(2) of the Local Government Act 1995:

In Favour: Crs Geoff Haerewa, Paul White, Geoff Davis, Andrew Twaddle, Pat Riley and Peter

McCumstie

Against: Nil

CARRIED 6/0

Wayne Neate left the meeting at 6:33pm.

18.1 Nominations - Community Citizen of the Year Awards 2023

This matter is considered to be confidential under Section 5.23(2) - h of the Local Government Act, and the Council is satisfied that discussion of this matter in an open meeting would, on balance, be contrary to the public interest as it deals with such other matters as may be prescribed (consider regulations).

RESOLUTION 156/22

Moved: Cr Paul White

Seconded: Cr Andrew Twaddle

That Council

- 1. Determines Nominee B as the recipient of the 2023 Community Citizen of the Year for the Shire of Derby / West Kimberley.
- 2. Determines Nominee C as the recipient of the 2023 Senior Community Citizen of the Year for the Shire of Derby / West Kimberley.
- 3. Determines Nominee B as the recipient of the 2023 Youth Community Citizen of the Year for the Shire of Derby / West Kimberley.
- 4. Determines the Nominee A as the recipient of the 2023 Active Citizenship Award for the Shire of Derby / West Kimberley.

<u>In Favour:</u> Crs Geoff Haerewa, Paul White, Geoff Davis, Andrew Twaddle, Pat Riley and Peter

McCumstie

Against: Nil

CARRIED 6/0

Wayne Neate returned to the meeting at 6:41pm.

RESOLUTION 156/22

Moved: Cr Peter McCumstie Seconded: Cr Andrew Twaddle

That Council moves out of Closed Council into Open Council.

In Favour: Crs Geoff Haerewa, Paul White, Geoff Davis, Andrew Twaddle, Pat Riley and Peter

McCumstie

Against: Nil

CARRIED 6/0

19 CLOSURE

19.1 Date of Next Meeting

The next ordinary meeting of Council will be held Thursday, 8 December 2022 in the Council Chambers, Clarendon Street, Derby.

19.2 Closure of Meeting

The Presiding Member closed the meeting at 6:42pm.

These minutes were confirmed at a meeting on
0 D 1 0000
8 December 2022
-
Signad. A
Signed:
Presiding Person at the meeting at which these minutes were confirmed.
residing reison at the meeting at which these minutes were commined.
9 December 2002
Date: 8 December 2022