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DX 259 Melbourne

## Lease

St Kilda Marina, Marine Parade, Elwood

Port Phillip City Council  
and

Australian Marinas (A/Asia) Proprietary Limited  
ACN 004 443 190

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## Parties

**Port Phillip City Council**

of corner of Carlisle Street and Brighton Road, St Kilda, Victoria 3182  
(the Landlord)

**Australian Marinas (A/Asia) Proprietary Limited ACN 004 443 190**

of Dalmore Park, Ferntree Gully Road, Scoresby, Victoria 3179  
(the Tenant)

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### 1. Definitions

In this Lease, unless expressed or implied to the contrary:

**1968 Lease** means the lease for the Premises between the Landlord and the Tenant constituted by the following documents, copies of which are attached to this Lease as Attachment 2:

- lease dated 4 March 1968;
- first supplemental agreement dated 4 March 1968;
- second supplemental agreement dated 7 August 1968;
- third supplemental agreement dated 28 April 1969; and
- fourth supplemental agreement dated 25 May 1981.

**Act** means the *St Kilda Land Act 1965* (Vic).

**Boat Storage Infrastructure** means the Wet Pens, security fencing for the Wet Pens and the dry storage boat mounts.

**Commencement Date** means the date on which the Governor in Council approves this Lease in writing under s 6 of the Act.

**Gross Receipts** has the meaning set out in clause 1 of the 1968 Lease.

**Lease** means this lease executed by the parties.

**Premises** means the premises described in the Schedule to the 1968 Lease and known as St Kilda Marina, Marine Parade, Elwood.

**RLA Maintenance** means any maintenance work for which the Landlord is responsible under s 52 of the *Retail Leases Act 2003* (Vic).

**Wet Pens** has the meaning set out in the fourth supplemental agreement dated 25 May 1981 (referred to in the definition of 1968 Lease above).

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**2. Lease****2.1 Grant of lease**

The Landlord leases the Premises to the Tenant for a term commencing on the Commencement Date and expiring on 30 April 2022 on the same terms and conditions as the 1968 Lease, as if those terms and conditions had been set out in full in this Lease, subject to:

2.1.1 the approval in writing of the Governor in Council under s 6 of the Act; and

2.1.2 the variations set out in Attachment 1.

**2.2 Landlord's capacity**

This Lease is granted by the Landlord in its capacity as committee of management of the Premises under s 4 of the Act.

**2.3 Operation of Lease**

This Lease will not be of any force or effect unless and until it has been approved in writing by the Governor in Council under s 6 of the Act.

**2.4 Inconsistency**

In the event of any inconsistency between a provision of the 1968 Lease and a provision of this Lease, the provision of this Lease will prevail and the provision of the 1968 Lease will be read down and interpreted accordingly.

**2.5 Condition report**

The parties acknowledge and agree that the condition report in Attachment 3 reflects the true condition of the Premises as at the date on which the parties enter into this Lease.

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**3. GST****3.1 Definitions**

In this clause:

3.1.1 words and expressions that are not defined in this Lease but which have a defined meaning in the GST Law have the same meaning as in the GST Law;

3.1.2 **GST** means GST within the meaning of the GST Law and includes penalties and interest. If under or in relation to the *National Taxation Reform (Consequential Provisions) Act 2000 (Vic)* or a direction given under s 6 of that Act, the supplier makes voluntary or notional payments, the definition of GST includes those voluntary or notional payments and expressions containing the term 'GST' have a corresponding expanded meaning; and

3.1.3 **GST Law** has the meaning given to that term in the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*.

**3.2 GST exclusive**

Except as otherwise provided by this clause, all consideration payable under this Lease in relation to any supply is exclusive of GST.

**3.3 Increase in consideration**

If GST is payable in respect of any supply made by a supplier under this Lease (**GST Amount**), the recipient will pay to the supplier an amount equal to the GST payable on the supply.

**3.4 Payment of GST**

Subject to clause 3.5 the recipient will pay the GST Amount at the same time and in the same manner as the consideration for the supply is to be provided under this Lease.

**3.5 Tax Invoice**

The supplier must provide a tax invoice to the recipient before the supplier will be entitled to payment of the GST Amount under clause 3.4.

**3.6 Reimbursements**

If this Lease requires a party to reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:

3.6.1 the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party is entitled; and

3.6.2 if the payment or reimbursement is subject to GST, an amount equal to that GST.

**3.7 Adjustment events**

If an adjustment event occurs in relation to a taxable supply under this Lease:

3.7.1 the supplier must provide an adjustment note to the recipient within 7 days of becoming aware of the adjustment; and

3.7.2 any payment necessary to give effect to the adjustment must be made within 7 days after the date of receipt of the adjustment note.

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**4. General**

**4.1 Entire understanding**

This Lease and the disclosure statement (if any) issued in connection with this Lease contain the entire understanding between the parties as to the subject matter contained in it. All previous agreements, representations, warranties, explanations and commitments, expressed or implied, affecting this subject matter are superseded by this Lease and have no effect.

**4.2 Waiver**

If the Landlord accepts the rent or any other monies under this Lease (before or after the end of this Lease) or does not exercise or delays exercising any of the Landlord's rights under this Lease, it will not be a waiver of the breach of this Lease by the Tenant or of the Landlord's rights under this Lease.

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**5. Interpretation**

**5.1 Governing law and jurisdiction**

This Lease is governed by and is to be construed in accordance with the laws of Victoria. Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Victoria and waives any right to object to proceedings being brought in those courts.

**5.2 Persons**

In this Lease, a reference to a person includes a firm, partnership, association, corporation or other corporate body.

**5.3 Joint and several**

If a party consists of more than 1 person, this Lease binds them jointly and each of them severally.

**5.4 Legislation**

In this Lease, a reference to a statute includes regulations under it and consolidations, amendments, re-enactments or replacements of any of them.

**5.5 Clauses and headings**

In this Lease:

5.5.1 a reference to a clause, schedule or annexure is a reference to a clause, schedule or annexure in or to this Lease; and

5.5.2 headings and sub-headings are inserted for ease of reference only and do not affect the interpretation of this Lease.

**5.6 Severance**

In this Lease:

5.6.1 if a provision is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable; and

5.6.2 if it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Lease.

**5.7 Number and gender**

In this Lease, a reference to:

5.7.1 the singular includes the plural and vice versa; and

5.7.2 a gender includes the other genders.



**5.8 Exclusion of statutory provisions**

The following statutory provisions are excluded from this Lease:

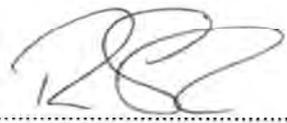
5.8.1 Section 144 of the *Property Law Act 1958* (Vic); and

5.8.2 Division 7 of the *Transfer of Land Act 1958* (Vic).

### Signing Page

Executed by the parties as a deed on the 27<sup>th</sup> day of August 2019

Signed under delegated authority Port Phillip City Council )



Signature of Council delegate

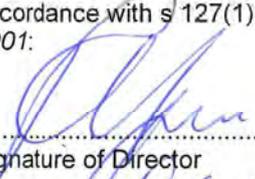
Peter Smith

Name

CEO

Position

Executed by Australian Marinas (A/Asia) Proprietary Limited ACN 004 443 190 in accordance with s 127(1) of the Corporations Act 2001: )

  
Signature of Director

R.W. SPOONER  
Print full name

  
Signature of Director/Company Secretary

G.J. SPOONER  
Print full name



Maddocks

**GOVERNOR IN COUNCIL ATTESTATION**

Pursuant to section 6 of the *St Kilda Land Act 1965* (Vic), the Governor in Council approves the:

- grant of this Lease; and
- covenants, conditions, exceptions and reservations contained in this Lease.

(Signature)

Date: 30 JUL 2019



## Attachment 1

### Variations to 1968 Lease

The terms and conditions of the 1968 Lease, as incorporated into this Lease, are varied as follows:

1. Clause 1 is deleted and replaced with the following:
  1. The Tenant must:
    - (a) pay to the Landlord a yearly rent of \$134,000 plus GST (**Basic Annual Rent**) payable in advance by equal quarterly payments, the first of such payments to be made on the Commencement Date and subsequent payments to be made quarterly in advance thereafter, with such Basic Annual Rent to be adjusted on the anniversary of the Commencement Date each year in the manner set out in the Third Schedule of the fourth supplemental agreement dated 25 May 1981 referred to in the definition of 1968 Lease;
    - (b) pay to the Landlord, in addition to the Basic Annual Rent, as additional percentage rent, a sum equivalent to 7% of the Gross Receipts. The said additional rent shall be payable quarterly without any set off or deduction whatsoever and shall become due and payable fifteen days after the last day of each three-month period of the term of the Lease and be calculated on receipts during the said three months, the first of such payments being in respect of the three-month period commencing on the Commencement Date; and
    - (c) use the Premises only for the purposes of a Marina as defined in the *St. Kilda Land Act 1965* but subject to the following limitations:
      - (i) with respect to the Harbour Area, the Tenant may only use the Harbour Waters for pleasure boating purposes by members of the public; and
      - (ii) with respect to the surrounding land, the Tenant's occupation and use of the surrounding land shall be limited to the surface and down to a depth of fifty feet below the surface.
2. The following new clause is inserted as clause 1A:
  - 1A. Despite anything to the contrary in the 1968 Lease:
    - (a) the improvements at the Premises which were owned by the Tenant immediately prior to the expiry of the 1968 Lease (**Existing Tenant Improvements**) will continue to be owned by the Tenant during the term of this Lease;
    - (b) at the expiry or earlier termination of this Lease, ownership of the Existing Tenant Improvements will revert to the Landlord at no cost to the Landlord;
    - (c) the Tenant must ensure that the Premises, the Existing Tenant Improvements and all other improvements at the Premises are:
      - (i) maintained throughout the term of this Lease; and



(ii) delivered up to the Landlord at the expiry or earlier termination of this Lease,

in a condition consistent with that which would have been required under the 1968 Lease, had the 1968 Lease continued and remained on foot during the term of this Lease; and

(d) for the purposes of this clause 1A, Existing Tenant Improvements specifically excludes any fit out, fixtures, fittings or other installations which are the property of the Tenant's various sublessees recited in clause 5 hereof.

3. Clause 2(c) is deleted and replaced with the following:

(c) Not to build or permit to be built or erected or to make any additions or alterations to any buildings on the land hereby demised (whether erected prior to or subsequent to the date hereof) except in accordance with plans elevations and specifications previously approved by the City Engineer of St. Kilda for the time being.

4. Clause 2(e) is amended by deleting the words 'In every third year of the said term or'

5. Clause 2(n) is amended by deleting the words 'commencing in the sixth year of the term hereby created'.

6. Clause 4 is deleted.

7. The following new clauses are inserted as clauses 5, 6, 7 and 8:

5. The Tenant must negotiate in good faith with the following subtenants (which the parties acknowledge occupied parts of the Premises as at December 2018) and use its best endeavours to retain those subtenants in their existing locations at the Premises until the expiry or earlier termination of this Lease:

(a) BP Australia Ltd (service station);

(b) The Duck's Guts Pty Ltd (42A Marine Parade);

(c) Skydive Holdings Pty Ltd (sub-sublease from The Duck's Guts Pty Ltd for part of 42A Marine Parade);

(d) Savannah Victoria Pty Ltd (42B Marine Parade);

(e) Manmic Australia Pty Ltd (42C Marine Parade);

(f) Wirillda Pty Ltd (42D Marine Parade); and

(g) The Australia Volunteer Coast Guard Association Inc (coast guard office).

6. The Tenant acknowledges and agrees that:

(a) at any time prior to or after the end of the term of this Lease, the Landlord may (but is not required to) offer the Premises or any part of it to the public market pursuant to an expression of interest process or other similar procurement process to appoint an operator under a new lease for the St Kilda Marina;



- (b) the Landlord may enter into a lease with the successful proponent under a procurement process of a type referred to in clause 6(a) at any time before or after the expiry date of this Lease, however, such a lease must not commence prior to the expiry or earlier termination of this Lease;
- (c) the Landlord makes no representation or warranty that the Tenant will be able to continue to occupy the Premises after the expiry or earlier termination of this Lease;
- (d) the Tenant shall not be entitled to receive any compensation by reason of anything referred to in this clause 6, or by reason of the Tenant having no right to occupy the Premises after the expiry or earlier termination of this Lease;
- (e) the Tenant releases the Crown in all of its capacities, the Landlord and its officers and agents from all claims arising from or in connection with any procurement process of a type referred to in clause 6(a) or any decision of the Landlord to enter into a new lease referred to in clause 6(b); and
- (f) as part of any procurement process of a type referred to in clause 6(a), the Landlord may, after giving the Tenant at least 7 days' prior written notice and during usual business hours, show prospective tenants through the Premises.

7. In the event that Australian Marinas (A/Asia) Proprietary Limited ACN 004 443 190 (or a related body corporate within the meaning of the *Corporations Act 2001* (Cth)) is not the successful proponent under a procurement process referred to in clause 6(a):

- (i) the Tenant agrees to sell to the Landlord; and
- (ii) the Landlord agrees to purchase,

the Boat Storage Infrastructure for the sum of \$620,000 plus GST, in which case, despite any provision to the contrary in the 1968 Lease, at the expiry or earlier termination of this Lease:

- (iii) the Tenant must not remove the Boat Storage Infrastructure, which will continue to remain in situ for the Landlord's benefit;
- (iv) the Tenant must provide any document which the Landlord may require in order to transfer unencumbered title to the Boat Storage Infrastructure to the Landlord; and
- (v) without limiting any of the Tenant's other obligations under this Lease, the Tenant must deliver the Boat Storage Infrastructure to the Landlord in operational order.

8. RLA Maintenance

- (a) The parties acknowledge that, under s 52 of the *Retail Leases Act 2003* (Vic), the Landlord is responsible for carrying out the RLA Maintenance.
- (b) The Landlord agrees that the Tenant may elect to manage the RLA Maintenance on behalf of the Landlord, subject to the remaining provisions of this clause 8.



- (c) Prior to managing an item of RLA Maintenance on behalf of the Landlord, the Tenant must obtain the Landlord's prior written consent to manage that item of RLA Maintenance and provide the following to the Landlord:
  - (i) reasonable details of the nature and scope of the proposed works;
  - (ii) for works costing less than \$10,000 (inclusive of GST), at least 1 written quotation;
  - (iii) for works costing between \$10,000 and \$50,000 (inclusive of GST), at least 2 written quotations;
  - (iv) for works costing more than \$50,000 (inclusive of GST), at least 3 written quotations; and
  - (v) such other information as the Landlord may require, to enable the Landlord to consider the request.
- (d) The Landlord must act reasonably in considering a request for consent under clause 8(c) and shall be the contracting party for the purposes of undertaking the RLA Maintenance.



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## Attachment 2

Copy of 1968 Lease

DETERMINATION OF  
LEASE IS 1.5.2019. 12.

HEAD LEASE.

300

THE SCHEDULE ABOVE REFERRED TO.

*Handwritten initials/signature*

THIS LEASE made the <sup>4TH</sup> 26th day of ~~February~~ <sup>MARCH</sup> One thousand nine hundred and sixty-eight pursuant to the St. Kilda Land Act 1965 B e t w e e n THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF ST. KILDA of the Town Hall St. Kilda as the Committee of Management of the land hereinafter referred to (hereinafter called "the Landlord" which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the determination of the term hereby created) of the one part and AUSTRALIAN MARINAS (A'ASIA) PROPRIETARY LIMITED of Dalmore Park Ferntree Gully Road Scoresby Victoria 3179 (hereinafter called "the Tenant" which expression shall where the context so admits include the heirs executors administrators and permitted assigns of the tenant) of the other part WITNESSETH as follows:

In consideration of the expense incurred and to be incurred by the Tenant in the erection of buildings and other improvements upon the land hereby demised and of the sum of One thousand dollars paid on the execution hereof by way of lease premium and of the rent and covenants on the part of the Tenant hereinafter reserved and contained the Landlord hereby demises unto the Tenant to be used only for the purposes of a Marina as defined in the St. Kilda Land Act 1965 All that piece of land described in the Schedule including the Harbour Area within the said boundaries subject to the following limitations viz. that this demise shall in the case of the Harbour Area be restricted to the use of the Harbour Waters for pleasure boating purposes by members of the public and in the case of the surrounding land be limited to the surface and down to a depth of fifty feet below the surface Reserving to the Landlord rights similar to those reserved by Clause 1 of an Agreement dated the 4th day of March 1968 between the Landlord and the Tenant for the purpose of constructing or completing the construction of the works

REGISTERED  
BY  
3/34  
DUTY ON 27-2-68  
R. M. PHIBBS  
CONTROLLER OF STAMPS  
VICTORIA

*Handwritten signature*

W.C. L. S.  
*[Handwritten signature]*

referred to in the said Clause To Hold the same unto the  
 tenant from the \_\_\_\_\_ day of \_\_\_\_\_ One thousand  
 nine hundred and sixty- \_\_\_\_\_ for the term of fifty years  
 Yielding and Paying therefor throughout the term hereof  
 the yearly rent of Ten thousand dollars being the annual  
 rent offered by the Tenant when tenders for the lease of  
 the demised premises were called for by the Landlord  
 payable in advance by equal quarterly payments the first of  
 such payments to be made on the date of commencement of  
 this demise and subsequent payments to be made quarterly  
 in advance thereafter and Yielding and Paying therefor in  
 addition to the yearly rent hereinbefore reserved payable  
 as hereinbefore provided but with effect from the commencement  
 of the sixth year of the term hereby created and throughout  
 the remainder of the said term as additional percentage rent  
 a sum equivalent to seven per centum of the gross  
 receipts as hereinafter defined of the Tenant from the  
 operation of the demised premises as a Marina. The said  
 additional rent shall be payable quarterly as hereinafter  
 provided without any set off or deduction whatsoever and  
 shall become due and payable fifteen days after the last  
 day of each three month period of the term of the lease  
 and be calculated on receipts during the said three  
 months the first of such payments hereunder being in  
 respect of the three month period commencing after the  
 expiration of five years from the date of commencement  
 of this lease. The expression "gross receipts" as herein  
 used shall be construed as meaning the aggregate of all  
 entrance and admission fees and charges made by the Tenant  
 for car parking boat launching rental of boat pens  
 parking of cars with trailers and dry storage rentals  
 after deducting therefrom the rates and taxes paid by  
 the Tenant pursuant to Clause 2(b) hereof and shall not  
 include charges made by the Tenant to customers for  
 retail sales of merchandise and/or services in from or

through the demised premises whether for cash or for credit all rents premiums and other payments whether received or not payable by sub-tenants licensees and concessionaires and any and all other receipts of the Tenant in the course of operating the Marina. And it is hereby expressly agreed and declared that neither this lease nor the provisions thereof with regard to the payment by the Tenant and the acceptance by the Landlord of a percentage rent is intended to nor shall the same ever be construed so as to create a partnership by and between the Landlord and the Tenant or make the Landlord and Tenant joint venturers or make the Landlord in any way responsible for the debts and/or losses of the Tenant.

2. The Tenant for himself and his assigns covenants with the Landlord as follows:
  - (a) To pay the said reserved rents on the days and in manner aforesaid.
  - (b) To pay all existing and future rates taxes charges duties burdens assessments and outgoings whatsoever whether parliamentary local or otherwise which now are or shall at any time hereafter during the said term be charged rated assessed or imposed upon or in respect of the premises hereby demised or any part thereof or on the Landlord or Tenant in respect thereof respectively.
  - (c) To complete the construction in accordance with the provisions of an antecedent agreement between the parties hereto pursuant to which this lease is being granted of all improvements installations structures and buildings forming part of the development project referred to in such agreement and not to build or permit to be built or erected or to make any additions or alterations to any buildings on the land hereby demised (whether erected prior to <sup>or</sup> subsequent to the date hereof) except in accordance with plans elevations and specifications previously approved by the City Engineer of St. Kilda for the time being.

- (d) At all times during the continuance of the term to keep in good and substantial tenatable order repair and condition having regard to the age thereof all buildings installations structures and erections on the land hereby demised (including the Boat Harbour Area) and all sewers and drains and gardens within the demised premises and the fences surrounding the boat harbour area and all other buildings and erections which at any time during the said term may be upon any part of the land hereby demised.
- x (c) In every third year of the said term or as often as the Landlord shall reasonably require to paint grain varnish and colour all the external wood and iron work and parts usually painted grained varnished and coloured of the buildings installations structures and erections standing on the demised premises and all the inside of the said buildings installations structures and erections for the time being upon the demised premises and to notify the City Engineer the date of commencement and completion of such painting operations.
- (e) At the end or other sooner determination of the said term peaceably to surrender up to the Landlord the land hereby demised including the Harbour Area together with the said buildings installations structures and erections well and substantially repaired painted and decorated in accordance with the covenant hereinbefore contained together with all Landlord's fixtures safe undefaced and fit for use.
- (f) To permit the Landlord and its architects or agents with or without workmen and others twice or oftener in every year during the said term at reasonable times in the daytime to enter upon the land hereby demised and the buildings thereon and every part thereof to view the state and condition of the same and thereupon

the Landlord may serve upon the Tenant notice in writing specifying any repairs or painting necessary to be done and require the Tenant forthwith to execute the same and if the Tenant shall not within ten days after the service of such notice proceed diligently with the execution of such repairs then to permit the Landlord to enter the demised premises and execute such repairs and the cost thereof shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action.

- (h) To insure and keep insured all buildings installations structures or erections which during the said term may be upon the land hereby demised from loss or damage by fire (and during the continuance of any war between this country and any foreign state against bombardment or by missiles or projectiles from or fired at aircraft) to the full value thereof (such value to be determined by the City Engineer for the time being) in some insurance office to be approved in writing by the Landlord in the joint names of the Landlord and the Tenant and to pay all premiums and sums of money necessary for that purpose within fourteen days before the same shall respectively become payable and on demand to produce to the Landlord the policy or Policies of such insurance and the receipt for every such payment.
- (i) As often as the said buildings installations structures or erections on the land hereby demised shall be destroyed or damaged as aforesaid forthwith to rebuild and reinstate the same under the direction and to the satisfaction of the City Engineer for the time being of the Landlord it being hereby agreed that all moneys to be received by virtue of any such insurance as aforesaid shall be applied so far as the same shall extend in so

rebuilding and reinstating the said buildings installations structures or erections and in case the same shall be insufficient for that purpose then the Tenant shall make up the deficiency out of the Tenants own moneys.

- (j) Throughout the term hereby created to carry on and conduct upon the demised premises in an enterprising and efficient manner the business of a Marina as defined in the St. Kilda Land Act 1965 and to keep open for business on every day of the week and for the maximum number of hours in every such day from time to time permitted by law and to provide a twenty-four hour safety patrol service on every day of the week and to provide two berths for boat units of the Water Police Organization located in the position shown on the said plan.
- (k) To comply with the provisions of any Act Regulation or By-law relating to or affecting the demised premises or the business carried on thereon and with all orders directions requirements or requests of the Department of Crown Lands & Survey Department of Public Works Melbourne and Metropolitan Board of Works Port Officer in Victoria Country Roads Board Tourist Development Authority and of all public authorities and other authorities and with all regulations (if any) for the time being in force relating to or affecting the carrying on of business upon the demised premises and to pay all licence fees from time to time payable in connection with the said business or any part thereof Provided that and notwithstanding anything hereinbefore contained the Tenant shall not be required to comply with any by-laws and regulations of the Landlord which are inconsistent with the terms and conditions of this agreement.
- (l) Not to form or permit the formation of clubs or

associations for boating or other purposes and not to grant to any clubs or the members thereof any special or exclusive facilities and not to hold or conduct or allow any regatta or organized race meeting to be conducted or held on the demised premises and in particular within the Harbour Area and not to do or permit to be done upon the demised premises (including the Harbour Area) anything which may be to the annoyance damage or disturbance of the Landlord or the neighbourhood. Provided that nothing herein contained shall prevent the Tenant from carrying on the normal operations of a Marina.

- (i) Not to use or permit to be used any portion of the demised premises or anything connected therewith as an advertising station or for the display of neon signs boards posters or notices without the written approval of the Landlord.
- (ii) To keep true and accurate accounts records books and data with respect to the gross receipts from entrance and admission fees and charges for car parking boat launching rental of boat pens parking of cars with trailers and dry storage rental and to have them at all times properly posted up and commencing in the sixth year of the term hereby created to deliver to the Landlord on the tenth day of each month a written statement prepared by the bookkeeping staff of the Tenant showing the gross receipts of the Tenant during the preceding month from the aforesaid sources and on the fifteenth day after each three month period to deliver to the Landlord a written statement prepared and certified by the Tenant's certified public accountant showing in detail and analysed month by month the gross receipts of the Tenant from the aforesaid sources.
- (i) To allow the Landlord and its agents at all reasonable

times access to the accounts records books and data referred to in the preceding clause for the purpose of verifying the said monthly and quarterly statements and in the event that such inspection shall disclose that there is a material variation between the monthly and quarterly reports and the actual gross receipts the cost of the Landlord's examination shall be paid for by the Tenant. Any such material variation shall be deemed a substantial violation and breach of this lease entitling the Landlord in addition to any other remedies to cancel this lease.

- (b) To preserve all books and records referred to in Clause (a) for at least three years and if the Landlord shall so require to introduce and give effect to any accounting systems including but not limited to registers or methods of receiving cash.
- (c) To provide and keep in force for the benefit of the Landlord on the one hand or part and the Crown in the right of the State of Victoria and the Port Officer in Victoria on the other hand or part separate general accident and separate public liability insurance policies protecting the Landlord on the one hand or part and the Crown in the right of the State of Victoria and the Port Officer in Victoria on the other hand or part against any and all liability occasioned by accident or disaster occurring or happening in on or about the demised premises and/or the Harbour Area and/or at the approaches to the Harbour Area in such amounts as may from time to time be fixed by and in terms to be agreed with the Landlord for the benefit and protection of the Landlord in respect to any one accident or disaster and in respect of injuries to or the death of any one person and in such amounts as may from time to time be fixed by and in terms to be agreed upon with the Port Officer in Victoria

for the benefit and protection of the Crown in the right of the State of Victoria and the Port Officer in Victoria in respect to any one accident or disaster and in respect of injuries to or the death of any one person the intention being that separate policies shall be provided and kept in force for the Landlord in the one case and the Crown in the right of the State of Victoria and Port Officer in Victoria in the other case.

(r) To deliver to the Landlord the said policy or policies of insurance and annual premium receipts and in the event that the Tenant shall fail to arrange such insurance or to deliver the said policies and premium receipts to the Landlord it shall be lawful for the Landlord (without prejudice to its other rights) to arrange such insurance and bills for the premiums therefor shall be rendered by the Landlord to the Tenant at such times as the Landlord may elect and shall be due and payable by the Tenant when rendered.

(s) Not at any time during the said term to mortgage assign sublet underlet part with the possession or grant licences or declare trusts in respect of the demised premises or any part thereof or this lease without the written consent of the Landlord such consent not to be unreasonably withheld in the case of an assignment or sub-lease to a respectable responsible solvent and suitable person PROVIDED ALWAYS that the Tenant shall have first performed the following which shall be conditions precedent to the Tenant obtaining such consent namely:

- (i) payment to the Landlord of all moneys due owing and payable under the lease;
- (ii) the Tenant shall submit the name address and occupation of any proposed assignee or sub-tenant together with ample proof to the satisfaction of the Landlord that such person is respectable responsible solvent and suitable;

- (iii) the Tenant shall in the case of any assignment procure the execution by the assignee of an assignment of this lease to which the Landlord shall be a party in such form as the Landlord or its Solicitors shall approve of and in which shall be repeated by such assignee with the Landlord the several covenants conditions agreements stipulations and powers herein expressed or contained or such of them as may be required by the Landlord or its Solicitors such assignment to be perused by the Landlord's Solicitors at the cost and expense in all respects of the person requiring such consent and an executed copy of such assignment duly stamped shall be delivered to the Landlord;
- (iv) the Tenant shall also pay to the Landlord all reasonable costs charges and expenses incurred by the Landlord of and incidental to the making of enquiries concerning the respectability responsibility solvency and suitability of any proposed assignee or sub-lessee and of and incidental to the perusing approving copying adding to examining and obtaining the execution of any such assignment of this lease or sub-lease.
- (t) To permit the Landlord during the three months immediately preceding the determination of the tenancy to affix and retain without interference upon any part of the demised premises a notice for reletting the same and during the said three months to permit persons with written authority from the Landlord or its agent at reasonable times of the day upon appointment made to view the demised premises.
- (u) Not to allow the erection of tents or temporary buildings on the demised premises except in the course of building operations and not to allow any

persons to camp live in or pass the night in tents caravans motor vehicles or boats erected parked moored or afloat on the demised premises or within the Harbour Area and not to allow and to take adequate measures and precautions against the discharge of oil and petrol and inflammable combustible and noxious substances into the waters in the Harbour Area and against the fouling of the said waters.

- (v) To maintain the water depth in the Boat Harbour Area to the levels prescribed by the City Engineer and at the Tenants expense and whenever required by the City Engineer to carry out regular and frequent dredging and removal of sand and debris by pumping methods approved by the City Engineer.
- (w) To construct erect and install a navigation light at the Boat Harbour entrance to the requirements of the Port Officer in Victoria and to arrange for the supply of electric current thereto and to maintain and keep the same at all times in proper order repair and condition and lighted during such hours as may be stipulated by the Port Officer or City Engineer.

3. The Landlord hereby covenants with the Tenant that the Tenant paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on the Tenant's part contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord PROVIDED ALWAYS and it is hereby expressly agreed as follows:
- (1) If the rents hereby reserved or either of such rents or any part thereof shall be unpaid for the space of twenty-one days next after any of the days hereinbefore appointed for payment thereof (whether the same shall have been lawfully demanded or not)

or if default shall be made in the performance or observance of any of the covenants conditions or agreements on the part of the Tenant herein contained or if the Tenant or other the person in whom for the time being the term hereby created shall be vested shall become bankrupt or be placed in liquidation (whether voluntary or compulsory) or enter into any composition with creditors or execute a deed of arrangement or suffer any distress or execution to be levied upon the goods of the Tenant then and in any such case it shall be lawful for the Landlord or any person or persons duly authorized by the Landlord in that behalf into and upon the said demised premises or any part thereof in the name of the whole to re-enter and the same to have again repossess and enjoy as in its first and former estate anything herein contained to the contrary notwithstanding and thereupon the term hereby created shall cease without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the covenants by the Tenant hereinbefore contained.

(!!) That it shall be lawful for the Landlord in the event of the happening of any disaster accident or mishap in on or about the demised premises (including the Harbour Area) or if any other event shall occur or any circumstances shall arise which in the opinion of the City Engineer would render it dangerous for the Marina to be kept open to persons who own or use boats and to members of the public to close the demised premises and to prevent access thereto by the aforesaid persons without thereby becoming liable to the Tenant in damages or to compensate the Tenant for any loss suffered by the Tenant by such closure or to allow the Tenant any remission or abatement of rent during the period of such closure

Provided Always that such closure shall operate only during such period as it takes the Tenant to repair the consequences and results of the disaster accident or mishap or to remove the cause of danger.

- (iii) If with the consent of the Landlord the Tenant remains in possession of the demised premises after the expiration of the term hereby created the Tenant shall hold the premises as a monthly tenant subject to the payment of rent monthly and to all the provisions affecting the present tenancy as if that tenancy were expressed to be a monthly tenancy.
- (iv) Any notice under this Lease shall be in writing. Any notice to the Tenant shall be sufficiently served if left addressed to the Tenant on the demised premises or sent to the Tenant by registered post at the last known address in the State of Victoria of the Tenant and any notice to the Landlord shall be sufficiently served if sent to the Landlord by registered post addressed to the Town Hall St. Kilda. A notice by the Landlord shall be sufficient if signed by the Town Clerk of the City of St. Kilda on behalf of the Landlord.
- (v) The Tenant shall bear pay and discharge the costs of engrossing this Lease in duplicate and all stamp duties from time to time payable thereon.

4. Notwithstanding anything hereinbefore contained it is hereby further agreed between the Landlord and the Tenant as follows:

- (a) the provision contained in Clause 1 hereof for the payment of a yearly rent of Ten thousand dollars shall be in abeyance until the 30th day of September 1970 (being the date set by the Tenant for the completion of the third phase of the proposed development) or the earlier completion of the said phase and in the meantime rent shall be payable as follows viz:-

- (i) from the 1st day of <sup>1/1/69</sup> September 1968 or the earlier completion of the first phase of the proposed development until the 30th day of June 1969 or the earlier completion of the second phase of the proposed development - the yearly rent of Three thousand and nine dollars and sixty-one cents payable by quarterly instalments in advance and proportionately for part of a quarter.
- (ii) from the 1st day of <sup>1/1/69</sup> July 1969 or the earlier completion of the second phase of the proposed development until the 30th day of September 1970 or the earlier completion of the third phase of the proposed development the yearly rent of Five thousand nine hundred and eighty-six dollars and four cents payable by quarterly instalments in advance and proportionately for part of a quarter.
- (iii) from the 1st day of <sup>1/5/71</sup> October 1970 or the earlier completion of the third phase of the proposed development the yearly rent of Ten thousand dollars payable by quarterly instalments as provided in Clause 1 hereof and proportionately for part of a quarter.
- (b) the Tenant guarantees that the percentage rent payable from the commencement of the sixth year of the term will amount to not less than the sum of Three thousand dollars and covenants that if in any year the percentage rent falls below that sum the Tenant will make up the difference.

IN WITNESS whereof the parties have executed these presents

the day and year first above written.

THE COMMON SEAL of THE MAYOR  
COUNCILLORS AND CITIZENS OF THE

CITY ST. KILDA was hereunto  
affixed this 26th 18th  
day of February March 1968  
in the presence of:

*[Signature]*..... MAYOR

*[Signature]*..... COUNCILLOR

*[Signature]*..... TOWN CLERK

THE COMMON SEAL of AUSTRALIAN  
MARINAS (A'ASIA) PROPRIETARY  
LIMITED. was hereunto affixed

in accordance with its Articles  
of association in the presence  
of

*[Signature]*

*[Signature]*



APPROVED  
BY THE GOVERNOR AND COUNCIL  
- 9 APR 1968

*[Signature]*  
CLERK OF THE EXECUTIVE COUNCIL

THE SCHEDULE ABOVE REFERRED TO

ALL THAT piece of land having an area of 20 acres one rood and 30 perches shown on the plan of survey signed by the surveyor General on 6th September 1967 which piece of land is substantially the same as ALL THAT piece of land (including the boat harbour Area within the boundaries thereof) containing 20 acres more or less situate at St. Kilda Parish of Melbourne South commencing at a point distant 157.6 links westerly from a point on the eastern alignment of Marine Parade 15.1 links southerly from the angle formed by that alignment and the southern alignment of Wordsworth Street: thence southerly by a line parallel to the eastern alignment of Marine Parade to a point in line with the southern alignment of Thackeray Street: thence westerly by a line forming a right angle with the alignment of Marine Parade to the south stone mole at high water mark on the shore of Port Phillip Bay: thence northerly by the south stone mole to its northern extremity: thence by a line bearing  $84^{\circ}0'$  to the face of the sheet piling at water edge: thence south easterly by that face and thence by a line forming a right angle with the alignment of Marine Parade to the commencing point described in Schedule 2 of the St. Kilda Land Act.

AN AGREEMENT made the ~~Twenty-sixth~~ <sup>Twenty</sup> day of ~~February~~ <sup>March</sup>  
One thousand nine hundred and sixty-eight Between  
THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF ST. KILDA of  
the Town Hall St. Kilda Victoria duly appointed pursuant to  
Section 221 of the Land Act 1958 as amended by the Land  
(Committees of Management) Act 1967 as Committee of Management of  
the land hereinafter referred to and empowered by the St. Kilda  
Land Act 1965 to lease the said land for the purposes of a  
Marina of the one part and AUSTRALIAN MARINAS (A'ASIA)  
PROPRIETARY LIMITED of Dalmore Park Ferntree Gully Road Scoresby  
Victoria 3179 of the other part.

1. This Agreement is supplemental to and shall be read and construed with:

(a) an Agreement for Building Lease dated the <sup>with</sup> ~~1st~~ day of ~~March~~ <sup>March</sup> 1968 made between

|  |   |
|--|---|
| NOT CHARGEABLE<br>WITH<br>STAMP DUTY<br>5 AUGUST<br>R. H. SHIBBS<br>Comptroller of Stamps<br>VIC (B) | the parties hereto relating to the development of the<br>land therein referred to as a Marina; and<br>a Lease attached thereto which Lease is to be entered<br>into between the parties hereto on the completion of<br>the first phase of the proposed development. |
|--|---|

2. Whereas the Agreement for Building Lease provided for the aforesaid development in three phases with completion dates of:

- (a) First phase - 31st August, 1968.
- (b) Second phase - 30th June, 1969.
- (c) Third phase - 30th September, 1970.

and it has been agreed between the parties that the completion dates should be extended.

NOW THIS AGREEMENT WITNESSETH as follows:

- (a) Wherever in the Agreement for building lease or the form of lease attached thereto the words "the 31st day of August 1968" appear there shall be deemed to be substituted therefor the words "the 31st day of December 1968".

- (b) Wherever in the said documents the words "the 30th day of September, 1970" appear there shall be deemed to be substituted therefor the words "the 31st day of January 1971."
- (c) Wherever in the said documents the words "the 1st day of September 1968" appear there shall be deemed to be substituted therefor the words "the 31st day of January, 1969."
- (d) Wherever in the said documents the words "the 30th day of June 1969" appear there shall be deemed to be substituted therefor the words "the 31st day of October, 1969"
- (e) Wherever in the said documents the words "the 1st day of July 1969" appear there shall be deemed to be substituted therefor the words "the first day of November, 1969"
- (f) Wherever in the said documents the words "the 1st day of October 1970" appear there shall be deemed to be substituted therefor the words "the first day of February, 1971."

IN WITNESS WHEREOF the parties have executed these presents the day and year first above-written.

THE COMMON SEAL of THE MAYOR  
COUNCILLORS & CITIZENS OF THE  
CITY OF ST. KILDA was hereunto  
affixed this *24th* *1968*  
day of *January* *1968*  
in the presence of:

*H. St. Lawrence* MAYOR

*John Trickett* COUNCILLOR

*[Signature]* TOWN CLERK

THE COMMON SEAL of AUSTRALIAN  
MARINAS (A'ASIA) PROPRIETARY  
LIMITED was hereunto affixed  
in accordance with its Articles  
of Association in the presence  
of:



*Miss [unclear]*  
*[unclear]*

DATED

1968.

THE MAYOR COUNCILLORS AND CITIZENS  
OF THE CITY OF ST. KILDA

and

AUSTRALIAN MARINAS (A'ASIA)  
PROPRIETARY LIMITED

AGREEMENT

THIS AGREEMENT is made the 7<sup>th</sup> day of August One thousand nine hundred and sixty-eight Between THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF ST. KILDA of the Town Hall St. Kilda Victoria duly appointed pursuant to Section 221 of the Land Act 1958 as amended by the Land (Committees of Management) Act 1967 as Committee of Management of the land hereinafter referred to and empowered by the St. Kilda Land Act 1965 to lease the said land for the purposes of a Marina of the one part and AUSTRALIAN MARINAS (A'ASIA) PROPRIETARY LIMITED of Dalmore Park Ferntree Gully Road Scoresby Victoria 3179 of the other part

1. This Agreement is supplemental to and shall be read and construed with:

- (a) An Agreement for Building Lease dated the 4<sup>th</sup> day of March 1968 made between the parties hereto relating to the development of the land therein referred to as a Marina and a Lease attached thereto which Lease is to be entered into between the parties on the completion of the first phase of the proposed development; and
- (b) A Supplemental Agreement also dated the 4<sup>th</sup> day of March 1968 whereby the completion dates of the three phases of development were extended.

2. Whereas Clause 1 of the Agreement for Building Lease and the Lease attached thereto both incorrectly refer to the land forming the subject thereof as All that piece of land having an area of 20 acres 1 rood and 30 perches shown on the Plan of Survey signed by the Surveyor General on 6<sup>th</sup> September 1967 and it has been agreed between the parties that these presents should be entered into for the purpose of correcting the error.

NOW THIS AGREEMENT WITNESSETH as follows:

1. Wherever in the Agreement for Building Lease on the Lease attached thereto reference is made to a Plan of Survey signed by the Surveyor General on 6th September 1967 such reference shall be read as if the plan referred to was that signed by the Surveyor General on the 19th February, 1968.
2. A copy of the plan signed by the Surveyor General on the 19th February 1968 of the land referred to in the Agreement for Building Lease and the Lease attached thereto is annexed hereto and initialled by the parties for purposes of identification.

IN WITNESS WHEREOF the parties have executed these presents the day and year first above-written.

THE COMMON SEAL of THE MAYOR )  
 )  
COUNCILLORS & CITIZENS OF THE )  
 )  
CITY OF ST. KILDA was here- )  
 )  
 unto affixed this )  
 )  
 day of )  
 )  
 1968 in )  
 )  
 the presence of: )

MAYOR  
COUNCILLOR  
TOWN CLERK

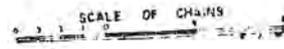
THE COMMON SEAL of AUSTRALIAN )  
 )  
MARINAS (A'ASIA) PROPRIETARY )  
 )  
LIMITED was hereunto affixed )  
 )  
 in accordance with its Articles )  
 )  
 of Association in the presence )  
 )  
 of: )



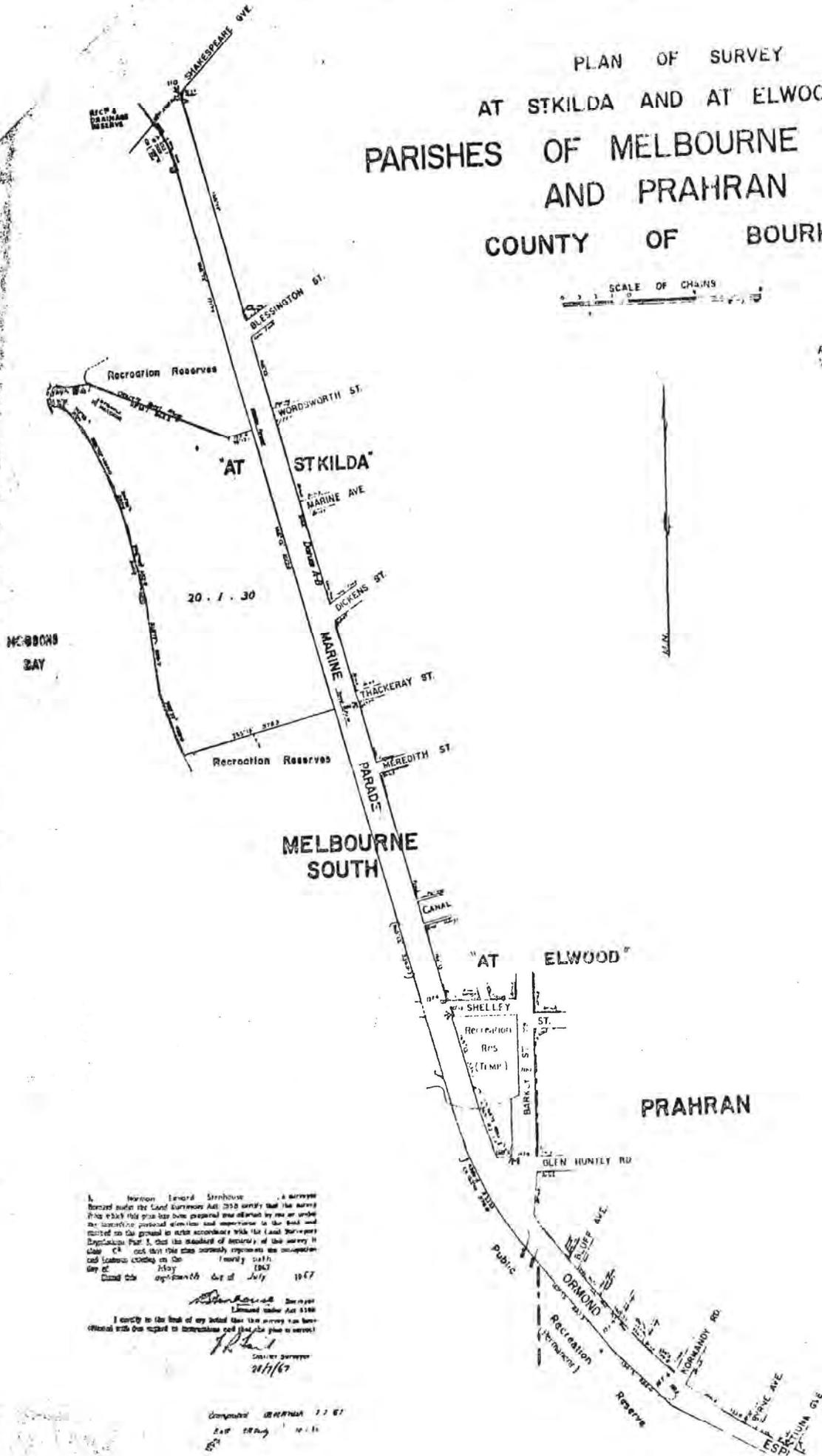
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PLAN OF SURVEY  
 AT STKILDA AND AT ELWOOD  
 PARISHES OF MELBOURNE SO  
 AND PRAHRAN  
 COUNTY OF BOURKE



R18313  
 MARINA



I, Gordon Edward Stronach, a surveyor licensed under the Land Surveyors Act 1918 certify that the survey plan attached hereto has been prepared and carried out by me or under my supervision and in accordance with the provisions of the said Act and that the boundaries of the land shown on the plan are correct and that the area of the land is as shown on the plan. I also certify that the plan is a true and correct copy of the original plan as shown to me by the owner of the land.

Dated this 20th day of July 1930

*Gordon Edward Stronach*  
 Licensed under Act 5188  
 Surveyor

Completed ORMOND 22 67  
 200 1800 10 11

AN AGREEMENT made the 28th day of April One thousand nine hundred and sixty-nine

B E T W E E N :

THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF ST. KILDA of the Town Hall, St. Kilda, Victoria duly appointed pursuant to Section 221 of the Land Act 1958 as amended by the Land (Committees of Management) Act 1967 as Committee of Management of the land hereinafter referred to and empowered by the St. Kilda Land Act 1965 to lease the said land for the purposes of a Marina

(hereinafter called "the Landlord")

of the one part

A N D

AUSTRALIAN MARINAS (A'ASIA) PROPRIETARY LIMITED of Dalmore Park, Ferntree Gully Road, Scoresby, Victoria

(hereinafter called "the Tenant")

of the other part

which is supplemental to and shall be read and construed with -

- (a) an Agreement for Building Lease dated the 4th day of March 1968 made between the parties hereto relating to the development of the land therein referred to as a Marina (hereinafter referred to as "the Agreement for Building Lease"); and
- (b) A Lease attached thereto which Lease is to be entered into between the parties hereto on the completion of the first phase of the proposed development (hereinafter referred to as "the proposed Lease"); and
- (c) Supplemental agreements dated 4th March 1968 and 7th August 1968 respectively between the parties hereto which supplemental agreements amend the Agreement for Building Lease and the proposed Lease.

WHEREAS:

A. On the 23rd day of April 1969 the City Engineer of the City of St. Kilda gave his certificate in writing within the terms of clause 4 of the Agreement for Building Lease to the effect that the first phase of the installations improvements buildings and structures had been



A SUPPLEMENTAL AGREEMENT made the 25th day of May One thousand nine hundred and eighty-one.

B E T W E E N:

THE MAYOR COUNCILLORS AND CITIZENS OF THE CITY OF ST. KILDA of the Town Hall, St. Kilda, Victoria duly appointed pursuant to Section 221 of the Land Act 1958 as amended by the Land (Committees of Management) Act 1967 as Committee of Management of the land hereinafter referred to and empowered by the St. Kilda Land Act 1965 to lease the said land for the purposes of a Marina

(hereinafter called 'the Landlord')  
of the one part

A N D

AUSTRALIAN MARINAS (A'ASIA) PROPRIETARY LIMITED of Dalmore Park, Ferntree Gully Road, Scoresby, Victoria

(hereinafter called 'the Tenant')  
of the other part

which is supplemental to and shall be read and construed with:

- (a) an Agreement for Building Lease dated the 4th day of March, 1968 made between the parties hereto relating to the development of the land therein referred to as a Marina (hereinafter referred to as 'the Agreement for Building Lease'); and
- (b) A Lease dated the 4th day of March, 1968 between the parties hereto (hereinafter referred to as 'the Lease'); and
- (c) Supplemental Agreements dated the 4th day of March, 1968, the 7th day of August, 1968 and the 28th day of April, 1969 respectively between the parties hereto.

WHEREAS:

- A. The Agreement for Building Lease and the Lease grant certain rights and impose certain obligations upon each of the Landlord and Tenant.
- B. The parties hereto have agreed to the variation of the Agreement for Building Lease and the Lease in manner hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH as follows:

1. The Tenant covenants and agrees with the Landlord as follows:

(a) To construct additional improvements to the Marina in accordance with the specification set out in the First Schedule hereto in the two stages therein referred to the first of which to be commenced within three months of a building permit therefor being issued by the Landlord and the second to be commenced as soon as the first stage has been substantially occupied;

(b) To permanently clad the exterior of the kiosk on the marina site under the existing air conditioning plant within six (6) months of a building permit being issued for this work;

(c) To continue to provide during the currency of the Lease wet pens in the Marina details of which are more particularly set out in the Second Schedule hereto (hereinafter referred to as 'the wet pens');

(d) To pay to the Landlord on completion half of the agree cost of sealing and landscaping the present carpark on the Marina which works are to be undertaken by the Landlord pursuant to 2(b) hereof;

(e) That all costs in relation to maintenance of the car parking area shall be shared equally by the Landlord and the Tenant.

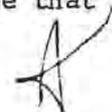
2. The Landlord covenants and agrees with the Tenant as follows:

(a) To permit the Tenant to erect a motel in the Marina in accordance with the specifications set out on page 22 of the brochure referred to in the Agreement for Building Lease at any time during the continuance of the Lease provided that the motel shall not be higher than the building referred to in the First Schedule hereto;

(b) To forthwith seal and landscape the public carpark in the Marina subject to prior agreement with the Tenant as to price and layout;

(c) To permit the Tenant to extend the wet pens to accommodate an additional 20 boats;

(d) To permit the Tenant to remove the wet pens from the Marina at the end or other sooner determination of the Lease subject to the present Lessee being responsible for any damage that may occur to any existing improvements;



(e) To fill the breakwater where erosion has taken place out to the original boundary.

3. The Landlord acknowledges to and agrees with the Tenant as follows:

- (a) That the wet pens are chattels and not fixtures;
- (b) That the Landlord has and will have no claim in respect of the wet pens subject to the terms of clause 2(d) above;
- (c) That the Landlord will permit the Tenant to remove the wet pens from the Marina at the end or sooner determination of the term of the Lease subject to the terms of clause 2(d) above;
- (d) That the improvements (including the kiosk) already erected on the Marina satisfy the requirements of the Landlord in all respects.

4. Subject as aforesaid the Landlord releases and forever discharges the Tenant from any further obligation in relation to the erection of buildings and other improvements on the Marina pursuant to the Agreement for Building Lease.

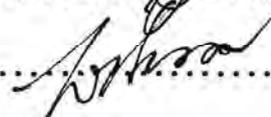
5. The rental of \$10,000.00 payable by the Tenant to the Landlord pursuant to the Lease shall be adjusted from time to time in manner more particularly set out in the Third Schedule hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their common seals the day and year first hereinbefore written.

THE COMMON SEAL of THE MAYOR )  
COUNCILLORS AND CITIZENS OF THE )  
CITY OF ST. KILDA was hereunto )  
 affixed this 25 day of May )  
 1981 in the presence )  
 of: )

  
 ..... Mayor

  
 ..... Councillor

  
 ..... Town Clerk

THE COMMON SEAL of AUSTRALIAN )  
MARINAS (A'ASIA) PROPRIETARY )  
LIMITED was hereunto affixed in )  
accordance with its Articles of )  
Association in the presence of: )

*J. Barrie*



*J. Barrie*  
..... Director

*[Signature]*  
..... Director

FIRST SCHEDULE HEREINBEFORE REFERRED TO

BUILDING TO BE ERECTED

The building will be erected at the rear of the existing western dry storage building and will be constructed of similar material to and accord with the existing building. Such building will be erected in two stages and will be used primarily for dry storage of boats offices marine showroom and an extension of the existing kiosk/restaurant. The dry storage will be of substantially the same dimensions as the existing dry storage with adequate concrete eight inches thick for the operation of forklift trucks. A plan of the elevation of the proposed building is annexed. The two stages of construction are as follows:

- I The southern half of the proposed building is to be commenced within three (3) months of an approved building permit being issued.
- II The remaining northern half of the building is to be commenced as soon as the southern half is substantially occupied.

SECOND SCHEDULE HEREINBEFORE REFERRED TO

WET PENS

The wet pens comprise the existing and any future floating pier system of pens or berths based upon fibre glass pontoons including the ramps including all fixtures and fittings attached thereto.

THIRD SCHEDULE HEREINBEFORE REFERRED TO

The basic annual rent of \$10,000.00 per annum shall be adjusted as at the 1st day of May in each year of the term of the Lease in respect of the balance of the term then remaining by adding or subtracting (as the case may be) to the rental reserved at each of those dates a percentage increase or decrease on that rental



obtained by applying to that rental a percentage factor which corresponds to the percentage factor by which the figures for the Consumer Price Index/All Groups/Melbourne shall have increased or decreased (as the case may be) during the period of twelve months ending 31st March immediately preceding such anniversary date. For the purposes of this provision the Consumer Price Index/All Groups/Melbourne shall be taken to mean the official Consumer Price Index/All Groups/ Melbourne as published by the Australian Bureau of Statistics or in the event that that particular statistical index is discontinued or amended, then such substituted or amended or other reasonably corresponding index as may be thereafter published by the Australian Bureau of Statistics or other relevant Australian government statistical authorities proper adjustment being made as may be necessary to achieve comparability of index figures in such event, or, in the event of no appropriate government index being available, such suitable index as is determined by two independent valuers, one to be appointed by each party.



DATED

1981

B E T W E E N:

THE MAYOR COUNCILLORS AND CITIZENS  
OF THE CITY OF ST. KILDA

of the one part

and

AUSTRALIAN MARINAS (A'ASIA)  
PROPRIETARY LIMITED

of the other part

---

SUPPLEMENTAL AGREEMENT

---

MADDOCK LONIE & CHISHOLM,  
Solicitors,  
60 Market Street,  
MELBOURNE.

62 5211

EMG:JEP



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## Attachment 3

Condition report



**City of Port Phillip - St Kilda Marina**  
Site Summary

Council Responsibility / relates to obligations under the RIA      Tenant Responsibility / relates to obligations under the RIA      Council Responsibility / relates to obligations under the RIA

| Site            | Asset                          | Comments                | Renewal Expenditure between May-19 to May-21 | Council Responsibility | Tenant Responsibility | Operational Maintenance Expenditure between May-19 to May-21 | Council Responsibility | Tenant Responsibility | Estimated Safety Measures Rectification Costs | Average Weighted Condition Rating | Condition Description |
|-----------------|--------------------------------|-------------------------|--|------------------------|-----------------------|--|------------------------|-----------------------|---|-----------------------------------|-----------------------|
| St Kilda Marina | The Great Provider             |                         | \$34,925                                     | \$352                  | \$24,575              | \$14,253   | \$12,250               | \$2,000               | \$1,000                                       | 3.28                              | Good to Fair          |
| St Kilda Marina | Service Station - BP Australia |                         | \$3,044                                      | \$3                    | \$3,041               | \$3,000  | \$3,000                | \$3                   | \$2,500                                       | 2.10                              | Fair                  |
| St Kilda Marina | St Kilda Marina Workshop       |                         | \$29,035                                     | \$4,175                | \$24,860              | \$31,253   | \$27,250               | \$5,000               | \$5,000                                       | 2.96                              | Good to Fair          |
| St Kilda Marina | St Kilda Marina Sky Dive       |                         | \$900  | \$3                    | \$897                 | \$10,253   | \$9,000                | \$1,250               | \$2,500                                       | 2.23                              | Good                  |
| St Kilda Marina | Boat Sales Shop                | Assigned Condition only | \$0  | \$0                    | \$0                   | \$0  | \$0                    | \$0                   | \$0   | 2.00                              | Good                  |
| St Kilda Marina | Boat, 50pc                     | Assigned Condition only | \$81,250                                     | \$18,250               | \$63                  | \$31,500   | \$31,500               | \$0                   | \$2,500                                       | 3.16                              | Fair to Poor          |
| St Kilda Marina | Coast Guard Shed               | Assigned Condition only | \$0  | N/A                    | N/A                   | \$0  | N/A                    | N/A                   | \$3,250                                       | 3.00                              | Fair                  |
| St Kilda Marina | Lighthouse                     | Assigned Condition only | \$0  | N/A                    | N/A                   | \$0  | N/A                    | N/A                   | \$0   | 2.00                              | Good                  |
| St Kilda Marina | St Kilda Marina Kiosk, Cafe    | Assigned Condition only | \$0  | N/A                    | N/A                   | \$0  | N/A                    | N/A                   | \$0   | 2.00                              | Good                  |
| St Kilda Marina | Marina Boat Ramp               | Assigned Condition only | \$0  | N/A                    | N/A                   | \$0  | N/A                    | N/A                   | \$0   | 2.00                              | Good                  |
| St Kilda Marina | Riva Restaurant                | Assigned Condition only | \$71,853                                     | \$4,153                | \$67,700              | \$92,500   | \$59,250               | \$30,250              | \$8,000                                       | 2.70                              | Fair                  |
| St Kilda Marina | Public Toilets                 |                         | \$2,750                                      | \$0                    | \$2,750               | \$5,000  | \$5,000                | \$0                   | \$0   | 2.44                              | Good to Fair          |
| St Kilda Marina | Public Car Park                |                         | \$0  | \$0                    | \$0                   | \$0  | \$0                    | \$0                   | \$0   | 2.78                              | Good to Fair          |
| St Kilda Marina | Boat Trailer Car Park          |                         | \$0  | \$0                    | \$0                   | \$0  | \$0                    | \$0                   | \$0   | 2.50                              | Good to Fair          |
| St Kilda Marina | Bay Trail Shared Path          |                         | \$0  | \$0                    | \$0                   | \$0  | \$0                    | \$0                   | \$0   | 2.00                              | Good                  |
| St Kilda Marina | Boat Yard Grounds              |                         | \$0  | \$0                    | \$0                   | \$15,000   | \$15,000               | \$0                   | \$0   | 2.33                              | Good to Fair          |
| St Kilda Marina | Public Access Boat Ramp        |                         | \$0  | \$0                    | \$0                   | \$0  | \$0                    | \$0                   | \$0   | 2.14                              | Good                  |
| St Kilda Marina | Boat Pier Grounds              |                         | \$0  | \$0                    | \$0                   | \$0  | \$0                    | \$0                   | \$1,500                                       | 2.17                              | Good to Fair          |
| St Kilda Marina | Portline, Portobars            |                         | \$23,850                                     | \$90,825               | \$133,125             | \$21,7750  | \$179,250              | \$38,500              | \$31,250                                      | 2.30                              | Good                  |
|                 |                                |                         |  |                        |                       |  |                        |                       |   | 2.46                              | Good to Fair          |

City of Port Phillip - St Kilda Marina  
 Building Condition Assessment

| 306             | Asset                 | Component Type                    | Quantity | Unit of Measure | Condition Rating | Crack/Def/Dis/Def | Responsibility | Design Life | Est. Remaining Useful Life | Next Replacement Cost | Est. Renewal Cost | May-19 | May-20 | May-21 | May-22   |
|-----------------|-----------------------|-----------------------------------|----------|-----------------|------------------|-------------------|----------------|-------------|----------------------------|-----------------------|-------------------|--------|--------|--------|----------|
| St Kilda Marina | Bay Trail Shared Path | Boundary Walls, Fencing and Gates | 4        | Lm              | 2                | Good              | Council        | 20          | 19                         | \$135                 | \$142             |        |        |        |          |
| St Kilda Marina | Bay Trail Shared Path | External Ground Lighting          | 6        | ITEM            | 2                | Good              | Council        | 15          | 14                         | \$8,435               | \$8,435           |        |        |        |          |
| St Kilda Marina | Bay Trail Shared Path | Handrails, Balustrades & Ramps    | 155      | SQM             | 2                | Good              | Council        | 40          | 39                         | \$3,250               | \$3,250           |        |        |        |          |
| St Kilda Marina | Bay Trail Shared Path | Landscaping                       | 155      | SQM             | 2                | Good              | Council        | 40          | 39                         | \$3,250               | \$3,250           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 1000     | SQM             | 2                | Good              | Council        | 40          | 38                         | \$230,000             | \$230,000         |        |        |        |          |
| St Kilda Marina | Boat Shed             | Foundation                        | 800      | SQM             | 3                | Fair              | Council        | 40          | 38                         | \$100,400             | \$100,400         |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 2000     | SQM             | 3                | Fair              | Council        | 40          | 38                         | \$910,000             | \$910,000         |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 120      | Lm              | 3                | Fair              | Council        | 20          | 18                         | \$185                 | \$22,200          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 135      | Lm              | 3                | Fair              | Council        | 20          | 18                         | \$170                 | \$22,850          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 350      | Lm              | 3                | Fair              | Council        | 20          | 18                         | \$75                  | \$23,250          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 1400     | SQM             | 3                | Fair              | Council        | 25          | 19                         | \$125                 | \$15,000          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 10       | SQM             | 4                | Good              | Council        | 20          | 19                         | \$1,000               | \$1,000           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 1700     | SQM             | 4                | Good              | Council        | 20          | 12                         | \$100,000             | \$100,000         |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 125      | Lm              | 4                | Good              | Council        | 20          | 11                         | \$650                 | \$81,250          |        |        |        | \$81,150 |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 15       | Lm              | 4                | Good              | Council        | 20          | 14                         | \$1,250               | \$1,250           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 6840     | SQM             | 2                | Fair              | Council        | 20          | 15                         | \$1,000               | \$72,480          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 1        | ITEM            | 2                | Good              | Council        | 20          | 19                         | \$1,025               | \$1,025           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 16       | Lm              | 2                | Good              | Council        | 15          | 14                         | \$150                 | \$15,000          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 500      | SQM             | 2                | Good              | Council        | 15          | 14                         | \$200                 | \$100,000         |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 500      | SQM             | 2                | Good              | Council        | 15          | 14                         | \$200                 | \$100,000         |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 1000     | SQM             | 2                | Good              | Council        | 40          | 38                         | \$77                  | \$306,000         |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 2400     | SQM             | 2                | Good              | Council        | 40          | 39                         | \$77                  | \$41,600          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 1        | ITEM            | 2                | Good              | Council        | 15          | 14                         | \$1,000               | \$29,139          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 1        | ITEM            | 2                | Good              | Council        | 20          | 19                         | \$900                 | \$900             |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 7        | ITEM            | 2                | Good              | Council        | 20          | 19                         | \$1,000               | \$7,000           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 470      | ITEM            | 2                | Good              | Council        | 20          | 21                         | \$175                 | \$87,250          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 1        | ITEM            | 2                | Good              | Council        | 22          | 21                         | \$1,025               | \$1,025           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 215      | Lm              | 2                | Good              | Council        | 15          | 14                         | \$15                  | \$17,625          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 415      | SQM             | 2                | Good              | Council        | 40          | 38                         | \$1,000               | \$41,500          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 912      | SQM             | 2                | Good              | Council        | 40          | 38                         | \$179                 | \$161,880         |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 680      | SQM             | 1                | Fair              | Council        | 40          | 39                         | \$175                 | \$119,000         |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 2075     | SQM             | 1                | Fair              | Council        | 40          | 35                         | \$305                 | \$217,875         |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 1        | ITEM            | 1                | Good              | Council        | 50          | 48                         | \$4,000,000           | \$4,000,000       |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 1        | ITEM            | 1                | Good              | Council        | 15          | 14                         | \$1,800               | \$1,800           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 4        | ITEM            | 1                | Good              | Council        | 15          | 14                         | \$9,500               | \$9,500           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 340      | SQM             | 1                | Fair              | Council        | 40          | 30                         | \$275                 | \$97,500          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 82       | SQM             | 1                | Fair              | Council        | 40          | 30                         | \$12,000              | \$12,000          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 71       | SQM             | 1                | Good              | Council        | 15          | 14                         | \$200                 | \$14,200          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 1400     | SQM             | 2                | Good              | Council        | 40          | 38                         | \$175                 | \$245,000         |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 32       | ITEM            | 3                | Fair              | Council        | 15          | 14                         | \$750                 | \$9,000           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 65       | Lm              | 2                | Fair              | Council        | 15          | 14                         | \$750                 | \$48,750          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 4100     | SQM             | 3                | Fair              | Council        | 20          | 15                         | \$110                 | \$451,000         |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 80       | SQM             | 2                | Good              | Council        | 80          | 76                         | \$238                 | \$18,640          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 108      | SQM             | 2                | Good              | Council        | 50          | 48                         | \$23                  | \$4,860           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 35       | Lm              | 2                | Good              | Council        | 15          | 14                         | \$110                 | \$3,860           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 16       | Lm              | 2                | Good              | Council        | 15          | 14                         | \$110                 | \$1,760           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 23       | SQM             | 2                | Good              | Council        | 20          | 19                         | \$110                 | \$1,100           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 128      | SQM             | 2                | Good              | Council        | 7           | 6                          | \$20                  | \$2,360           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 108      | SQM             | 2                | Good              | Council        | 35          | 33                         | \$110                 | \$11,880          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 55       | SQM             | 2                | Good              | Council        | 35          | 33                         | \$110                 | \$6,050           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 55       | SQM             | 2                | Fair              | Council        | 30          | 23                         | \$45                  | \$3,240           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 56       | SQM             | 3                | Fair              | Tenant         | 7           | 5                          | \$20                  | \$1,000           |        |        |        | \$1,000  |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 59       | SQM             | 3                | Fair              | Tenant         | 25          | 1                          | \$35                  | \$1,750           |        |        |        | \$1,750  |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 36       | Lm              | 3                | Fair              | Tenant         | 15          | 11                         | \$53                  | \$18,000          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 24       | SQM             | 3                | Fair              | Tenant         | 12          | 10                         | \$1,250               | \$2,000           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 50       | SQM             | 3                | Fair              | Tenant         | 18          | 16                         | \$1,000               | \$1,800           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 50       | SQM             | 3                | Fair              | Tenant         | 25          | 19                         | \$1,000               | \$5,000           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 6        | ITEM            | 3                | Good              | Council        | 15          | 14                         | \$215                 | \$9,590           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 6        | ITEM            | 3                | Fair              | Tenant         | 15          | 11                         | \$215                 | \$1,350           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 8        | ITEM            | 3                | Fair              | Council        | 15          | 11                         | \$1,100               | \$5,600           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 3        | ITEM            | 3                | Fair              | Council        | 15          | 11                         | \$340                 | \$2,060           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 3        | Lm              | 3                | Fair              | Council        | 15          | 11                         | \$1,000               | \$6,500           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 3        | Lm              | 3                | Fair              | Council        | 15          | 11                         | \$2,050               | \$6,150           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 80       | SQM             | 2                | Good              | Council        | 15          | 14                         | \$200                 | \$16,000          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 900      | SQM             | 2                | Good              | Council        | 80          | 76                         | \$238                 | \$214,200         |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 150      | Lm              | 2                | Good              | Council        | 80          | 76                         | \$200                 | \$30,000          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 50       | SQM             | 3                | Fair              | Council        | 30          | 18                         | \$130                 | \$10,000          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 300      | SQM             | 3                | Fair              | Council        | 50          | 38                         | \$160                 | \$99,000          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 600      | SQM             | 3                | Fair              | Council        | 50          | 38                         | \$160                 | \$99,000          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 553      | SQM             | 2                | Good              | Council        | 48          | 48                         | \$215                 | \$119,125         |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 2        | ITEM            | 4                | Good              | Tenant         | 25          | 25                         | \$10,000              | \$20,000          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 2        | ITEM            | 4                | Good              | Tenant         | 10          | 9                          | \$10,000              | \$10,000          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 1        | ITEM            | 3                | Good              | Council        | 15          | 11                         | \$1,000               | \$1,000           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 1        | ITEM            | 3                | Good              | Council        | 15          | 11                         | \$1,000               | \$1,000           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 1        | ITEM            | 4                | Fair              | Council        | 20          | 5                          | \$1,875               | \$1,875           |        |        |        | \$1,875  |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 66       | Lm              | 3                | Fair              | Council        | 20          | 15                         | \$185                 | \$11,100          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 26       | Lm              | 3                | Fair              | Council        | 20          | 15                         | \$170                 | \$4,760           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 100      | Lm              | 3                | Fair              | Council        | 20          | 15                         | \$90                  | \$9,000           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 40       | Lm              | 3                | Fair              | Council        | 20          | 15                         | \$120                 | \$4,800           |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 35       | Lm              | 3                | Fair              | Council        | 15          | 11                         | \$95                  | \$950             |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 359      | SQM             | 3                | Fair              | Council        | 25          | 24                         | \$125                 | \$43,750          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 430      | SQM             | 2                | Good              | Council        | 25          | 24                         | \$125                 | \$53,750          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 23       | SQM             | 3                | Fair              | Council        | 25          | 19                         | \$25                  | \$11,125          |        |        |        |          |
| St Kilda Marina | Boat Shed             | Roofs & Carports                  | 80       | SQM             | 3                | Fair              | Council        | 23          | 15                         | \$100                 | \$17,000          |        |        |        |          |







| Site            | Asset             | Location                     | Component Type        | Component                          | Quantity | Unit of Measure | Direct Description   | Rectification Works   | Estimate Total Cost for Rectification | Priority of Works             | Responsibility |
|-----------------|-------------------|------------------------------|-----------------------|------------------------------------|----------|-----------------|--|---|---------------------------------------|-------------------------------|----------------|
| St Kilda Marina | Boat Shed         | Eastern Area                 | Stormwater & Drainage | Open Drain Cover - Metal (3m wide) | 20       | LH              | Evidence of corrosion along several lengths of the stormwater channel grates.  | Remove and replace affected lengths.  | \$7,500                               | Medium Term (1 to 3 years)    | Council        |
| St Kilda Marina | Boat Shed         | Throughhold Portal Frame     | Portal Frame          | Mesh/Steel                         | 1        | ITEM            | Corrosion with loss of section was observed throughout the steel elements of the portal frame system.  | Further Investigation by a Structural Engineer's recommended.<br>Costs allow for consultation only.               | \$5,000                               | Short Term (Within 12 months) | Council        |
| St Kilda Marina | Boat Shed         | Western Area                 | Downpipes             | PVC                                | 1        | ITEM            | The metal brackets securing the downpipes in place have evidence of corrosion.   | Replace metal brackets.   | \$7,500                               | Medium Term (1 to 3 years)    | Council        |
| St Kilda Marina | Boat Shed         | Western Area                 | Downpipes             | Steel - Galvanneal                 | 2        | ITEM            | Downpipes to the Western area of the property are not connected to adequate stormwater system. Stormwater currently discharging into ground, causing damage to adjacent structure. Evidence of water damage and moss/lichen growth to the brickwork and haipstone. | Connect downpipes to adequate stormwater drainage system.   | \$5,000                               | Medium Term (1 to 3 years)    | Council        |
| St Kilda Marina | Boat Shed         | Western Area                 | Wall Cladding         | Brick/Masonry                      | 10       | SQM             | Rising damp, causing efflorescence, moss/lichen growth and mortar deterioration, was observed to brickwork along the Western length of brickwork.  | Engage a Specialist for further investigation into repair works required.<br>Costs allow for consultation only.   | \$2,500                               | Medium Term (1 to 3 years)    | Council        |
| St Kilda Marina | Boat Yard Grounds | Boat Ramp entry points       | Retaining Post        | Timber                             | 5        | LH              | Bottom half of the timber posts have rotted away and were observed to be in very poor condition.   | Remove and replace affected elements.   | \$15,000                              | Medium Term (1 to 3 years)    | Council        |
| St Kilda Marina | Public Toilets    | External                     | Downpipes             | PVC                                | 2        | ITEM            | Downpipes to the South-Eastern and South-Western corner of the property are not connected to adequate stormwater system. Stormwater currently discharging into ground, causing damage to adjacent structure. Brickage with sand also noted.                        | Connect downpipes to adequate stormwater drainage system.   | \$5,000                               | Medium Term (1 to 3 years)    | Council        |
| St Kilda Marina | Riva Restaurant   | Eastern Area (First Floor)   | Fauca                 | Timber                             | 20       | SQM             | Flicking paint observed along fascia serving the First Floor.  | Repair affected areas.  | \$1,500                               | Medium Term (1 to 3 years)    | Council        |
| St Kilda Marina | Riva Restaurant   | Eastern Area (First Floor)   | Softs & Gable Ends    | Timber                             | 1        | SQM             | Moss/lichen growth observed to the timber soffits serving the First Floor.   | Replace affected elements.  | \$1,250                               | Medium Term (1 to 3 years)    | Council        |
| St Kilda Marina | Riva Restaurant   | First Floor - Bar            | Doors                 | Swing - Glass Timber               | 1        | ITEM            | Impact damage and flaking paint observed.  | Repair and leave in good order.   | \$750                                 | Medium Term (1 to 3 years)    | Tenant         |
| St Kilda Marina | Riva Restaurant   | First Floor - Kitchen        | Ceiling               | Plasterboard                       | 50       | SQM             | Evidence of water damage to the ceiling plasterboard.  | Replace affected elements.  | \$3,500                               | Short Term (Within 12 months) | Tenant         |
| St Kilda Marina | Riva Restaurant   | First Floor - Kitchen        | Ceiling               | Plasterboard                       | 1        | ITEM            | Evidence of water damage to the ceiling plasterboard.  | Further investigation by a Plumber into water ingress issue is recommended.<br>Costs allow for consultation only. | \$3,000                               | Short Term (Within 12 months) | Tenant         |
| St Kilda Marina | Riva Restaurant   | First Floor - Office         | Floor Covering        | Carpet - Broadloom                 | 15       | SQM             | Water spillage observed in area of carpet.   | Replace existing carpet.  | \$2,000                               | Short Term (Within 12 months) | Tenant         |
| St Kilda Marina | Riva Restaurant   | First Floor - Office         | Ceiling               | Plasterboard                       | 7        | SQM             | Impact damage to ceiling.  | Repair and leave in good order.   | \$3,250                               | Short Term (Within 12 months) | Tenant         |
| St Kilda Marina | Riva Restaurant   | First Floor External         | Landscaping           | Timber Decking                     | 20       | SQM             | Several lengths of timber decking are observed to be in poor condition and deteriorating rapidly.  | Replace affected lengths.   | \$7,500                               | Medium Term (1 to 3 years)    | Council        |
| St Kilda Marina | Riva Restaurant   | Ground floor - Bar           | Floor Covering        | Tiles - Rubber                     | 10       | SQM             | Wear and tear and lifting observed to area of rubber tile floor covering.  | Replace existing component.   | \$2,000                               | Short Term (Within 12 months) | Tenant         |
| St Kilda Marina | Riva Restaurant   | Ground Floor - Function Room | Doors                 | Swing - Glass Timber               | 1        | ITEM            | Cracking observed to door glass glazing.   | Replace glass glazing.  | \$750                                 | Short Term (Within 12 months) | Tenant         |
| St Kilda Marina | Riva Restaurant   | Ground Floor - Kitchen       | Ceiling               | Plasterboard                       | 2        | SQM             | Impact damage and flaking paint observed throughout the ceiling.   | Repair and leave in good order.   | \$1,000                               | Short Term (Within 12 months) | Tenant         |
| St Kilda Marina | Riva Restaurant   | Ground Floor - Kitchen       | Floor Covering        | Vinyl                              | 90       | SQM             | Wear and tear and lifting observed to vinyl floor covering.  | Replace existing component.   | \$10,000                              | Medium Term (1 to 3 years)    | Tenant         |
| St Kilda Marina | Riva Restaurant   | Ground Floor - Office        | Ceiling               | Plasterboard                       | 10       | SQM             | Impact damage and flaking paint observed throughout the ceiling.   | Repair and leave in good order.   | \$1,500                               | Medium Term (1 to 3 years)    | Tenant         |
| St Kilda Marina | Riva Restaurant   | Ground Floor - Office        | Wall Cladding         | Plasterboard                       | 40       | SQM             | Impact damage and flaking paint observed throughout the walls.   | Repair and leave in good order.   | \$2,500                               | Medium Term (1 to 3 years)    | Tenant         |
| St Kilda Marina | Riva Restaurant   | North-Western Area           | Downpipes             | PVC                                | 1        | ITEM            | Downpipes to the North-Western area of the property is not connected to adequate stormwater system. Stormwater currently discharging into ground, causing damage to adjacent structure and landscaping.  | Connect downpipes to adequate stormwater drainage system.   | \$5,000                               | Medium Term (1 to 3 years)    | Council        |
| St Kilda Marina | Riva Restaurant   | North-Western Area           | Downpipes             | Steel - Galvanneal                 | 5        | LH              | Length of downpipes to North-Western area. Additionally, downpipe is not adequately connected, as evident by water leakage to adjacent timber fascia.  | Replace affected length of downpipe and damaged timber fascia.  | \$3,500                               | Short Term (Within 12 months) | Council        |
| St Kilda Marina | Riva Restaurant   | North-Western Area           | Switchboards          | Sub-board                          | 1        | ITEM            | Neat-switchboard housing cabinet observed to be severely corroded and causing health and safety concerns.  | Replace metal housing cabinet.  | \$2,750                               | Urgent (Within 2 months)      | Council        |

| Item             | Location                                   | Material                                  | Quantity | Unit | Issue Description  | Resolution   | Cost     | Priority                      | Responsible Party |
|------------------|--|---|----------|------|--|--|----------|-------------------------------|-------------------|
| St. Kilda Marina | Riva Restaurant                            | Southern Area                             | 1        | ITEM | The metal brackets securing the downpipes in place have evidence of corrosion. In several instances they have separated from the timber framing wall for the garden bed in the Southern area. The guttering door hardware observed to be corroded. | Replace metal brackets   | \$3,000  | Medium Term (1 to 3 years)    | Council           |
| St. Kilda Marina | Riva Restaurant                            | Southern Area                             | 5        | LM   | Timber (Sleepers)  | Repair and leave in good order.  | \$2,500  | Short Term (Within 12 months) | Council           |
| St. Kilda Marina | Riva Restaurant                            | South-Western Area                        | 1        | ITEM | Swing - Hollow Core Timber   | Replace door hardware. Further investigation by a Structural Engineer is recommended.  | \$500    | Medium Term (1 to 3 years)    | Council           |
| St. Kilda Marina | Riva Restaurant                            | Throughout Portal Frame                   | 1        | ITEM | Metal/Steel - Frame  | Costs allow for consultation only. NOTE: A Roof Condition and Safe Access Audit conducted by JTA in December 2017 stated the following regarding the Riva Restaurant roof structure: Structural Steel (with timber roof) has been inspected and found to be in good order. A structural assessment by competent person.  | \$5,000  | Short Term (Within 12 months) | Council           |
| St. Kilda Marina | Riva Restaurant                            | Western Area                              | 1        | ITEM | Swing - Hollow Core Timber   | Door Hinging the Grease Interceptor Trap is not secured in place. It is currently being kept in place by the Corrosion and Complete loss of section / deterioration observed to several lengths of box guttering serving the Western area of the property ducts ponding of water over a significant period of time. There was observed to be no connecting downpipes to discharge the roofline stormwater along the Western area. The metal soffits along the Western area are observed to be corroded and completely deteriorated in several instances. Adjacent metal sheeting has begun to corrode. | \$750    | Urgent (Within 3 months)      | Council           |
| St. Kilda Marina | Riva Restaurant                            | Western Area                              | 20       | LM   | Box Gutter - Steel - Salvaged  | Replace affected lengths of box guttering. Consideration should be given into further investigating alternative stormwater discharge design options to prevent recurrence of this issue.   | \$15,000 | Short Term (Within 12 months) | Council           |
| St. Kilda Marina | Riva Restaurant                            | Western Area                              | 5        | LM   | Fascia Gutter - Colorbond  | Corrosion observed to fascia guttering along the Western area. The metal soffits along the Western area are observed to be corroded and completely deteriorated in several instances. Adjacent metal sheeting has begun to corrode.  | \$1,750  | Short Term (Within 12 months) | Council           |
| St. Kilda Marina | Riva Restaurant                            | Western Area                              | 100      | SQM  | Metal  | Replace fasteners to prevent further deterioration of metal sheeting.  | \$7,500  | Short Term (Within 12 months) | Council           |
| St. Kilda Marina | Riva Restaurant                            | Western Area                              | 1        | ITEM | Gas Meter  | Replace (old) unit. Testing.   | \$750    | Short Term (Within 12 months) | Council           |
| St. Kilda Marina | Jice Station - BP Aust Canopy Installation | Auxiliary Installation                    | 1        | ITEM | Canopy Installation  | Water damage and corrosion observed in the vicinity adjacent to the columns. It is to be considered if the ponding water in the box guttering is causing the loss of the box guttering.  | \$12,580 | Medium Term (1 to 3 years)    | Council           |
| St. Kilda Marina | Jice Station - BP Aust Canopy Installation | Auxiliary Installation                    | 1        | ITEM | Canopy Installation  | Ponding water was observed to the box guttering serving the Canopy Installation. Further investigation by a Plumber is recommended. Costs allow for consultation only.   | \$3,000  | Short Term (Within 12 months) | Council           |
| St. Kilda Marina | Jice Station - BP Aust                     | Roads & Carparks                          | 30       | SQM  | Rear Asphalt   | Damage, ponding water & potholes was observed in the road asphalt along the Eastern area of the property.  | \$5,500  | Short Term (Within 12 months) | Council           |
| St. Kilda Marina | Kilda Marina Sky Div                       | Adjacent to Sky Div at the Great Provider | 1        | ITEM | Metal/Steel  | Steel members supporting awning structure were observed to be corroded. The metal area of the property are not connected to adequate stormwater system. Stormwater currently discharging into ground, causing damage to adjacent structure. Impact damage observed.  | \$5,000  | Medium Term (1 to 3 years)    | Council           |
| St. Kilda Marina | Kilda Marina Sky Div                       | Western Area                              | 2        | ITEM | Colorbond  | Water damage observed.   | \$4,000  | Medium Term (1 to 3 years)    | Council           |
| St. Kilda Marina | Kilda Marina Sky Div                       | Waiting Area                              | 2        | SQM  | Soundproofing  | Fasteners securing the cladding in place have corroded.  | \$1,250  | Medium Term (1 to 3 years)    | Tenant            |
| St. Kilda Marina | Kilda Marina Workshop                      | Eastern Area                              | 20       | SQM  | Corrugated Iron  | Building alarm system unit cabinets have deteriorated due to significant damage.   | \$4,000  | Medium Term (1 to 3 years)    | Council           |
| St. Kilda Marina | Kilda Marina Workshop                      | Eastern Area                              | 2        | ITEM | Building Alarm System  | Building alarm system unit cabinets have deteriorated due to significant damage.   | \$1,500  | Short Term (Within 12 months) | Council           |
| St. Kilda Marina | Kilda Marina Workshop                      | Eastern Area                              | 20       | SQM  | Roads - Concrete   | Damage, ponding water, potholes and corroded reinforcing was observed to the concrete road adjacent to the workshop.   | \$5,000  | Medium Term (1 to 3 years)    | Council           |
| St. Kilda Marina | Kilda Marina Workshop                      | First Floor - Stairs                      | 1        | SQM  | Suspended Acoustic Tile  | Coiling tile is damaged and discolored, poses a potential fire risk.   | \$500    | Urgent (Within 3 months)      | Tenant            |
| St. Kilda Marina | Kilda Marina Workshop                      | Ground and First Floor                    | 10       | SQM  | Timber - Sheeting  | Evidence of water damage to the timber sheathing and pantheon.   | \$1,500  | Medium Term (1 to 3 years)    | Tenant            |
| St. Kilda Marina | Kilda Marina Workshop                      | Ground and First Floor                    | 10       | SQM  | Timber - Sheeting  | Evidence of water damage to the timber sheathing and pantheon. Further investigation by a Plumber into water ingress issue is recommended. Costs allow for consultation only.  | \$3,000  | Short Term (Within 12 months) | Tenant            |

| St. Kitts Marina | Kidd Marina Works  | Southern Area                   | Spill Systems                 | Condenser - Small                      | ITEM | Description for routine maintenance.  | Cost    | Start Term (Within 12 months) | Council |
|------------------|--------------------|---------------------------------|-------------------------------|--|------|---|---------|-------------------------------|---------|
| St. Kitts Marina | Kidd Marina Works  | Throughput Portal Frame         | Portal Frame                  | Meta/Steel                             | 1    | Corrosion with loss of section was observed throughout the steel elements of the portal frame system.   | \$5,000 | Short Term (Within 12 months) | Council |
| St. Kitts Marina | Kidd Marina Works  | Western & Eastern Area          | Doors                         | Roller - Steel (Double Driveway Width) | 2    | Corrosion observed on roller door frames.   | \$5,000 | Medium Term (1 to 3 years)    | Council |
| St. Kitts Marina | Kidd Marina Works  | Western Area                    | Stormwater & Drainage         | Kerb and Channel - Concrete            | 2    | Damage to concrete channel for stormwater discharge.  | \$1,250 | Medium Term (1 to 3 years)    | Council |
| St. Kitts Marina | Kidd Marina Works  | Workshop hardstand              | Foundation                    | Concrete slab                          | 20   | Concrete spalling was observed to the underside of the workshop area. Exposed reinforcing bars corrode.   | \$5,000 | Medium Term (1 to 3 years)    | Council |
| St. Kitts Marina | The Great Provider | South-Eastern Area              | Downpipes                     | PVC                                    | 2    | Downpipes to the South-Eastern area of the property are not connected to adequate stormwater system. Stormwater currently discharging into ground causing damage to adjacent structure.   | \$4,000 | Medium Term (1 to 3 years)    | Council |
| St. Kitts Marina | The Great Provider | South-Eastern Area              | Wall Cladding                 | Timber Sheeting                        | 3    | Timber cladding to South-Eastern Area timber cladding.  | \$1,250 | Medium Term (1 to 3 years)    | Council |
| St. Kitts Marina | The Great Provider | Storeroom adjacent to Cots Room | Ceiling                       | Timber - Sheeting                      | 1    | Timber cladding in ceiling covered with mesh for what may have been previously used for a cool room exhaust fan.  | \$2,000 | Medium Term (1 to 3 years)    | Tenant  |
| St. Kitts Marina | The Great Provider | Western Area                    | Handrails, Balustrade & Ramps | Handrails - Timber                     | 10   | Timber handrails serving Western area of property observed to be in poor condition. Stormwater discharge to the Western area of the property not connected to adequate stormwater system. Stormwater currently discharging into ground, causing damage to adjacent structure. Efflorescence observed. | \$3,000 | Short Term (Within 12 months) | Council |
| St. Kitts Marina | The Great Provider | Western Area                    | Stormwater & Drainage         | PVC                                    | 1    | Connect downpipes to adequate stormwater drainage system.   | \$4,000 | Medium Term (1 to 3 years)    | Council |