

APPENDIX 27

1441

THIS DEED is made the day of 1980
B E T W E E N : SHIRE OF WANNEROO of Shenton Road Joondalup
in the State of Western Australia (hereinafter called "the
Shire") of the one part and NORTH WHITFORDS ESTATES PTY.
LTD. of 896 Canning Highway Applecross in the said State
(hereinafter called "the Company") of the other part.

R E C I T A L S :

(1) At the request of the Company the Shire agreed to purchase a small passenger bus for the purpose of the recreation of the residents of Whitfords and the Company agreed to repay to the Shire the cost thereof.

(2) The Shire has purchased a twenty three (23) seater Toyota Coaster fitted with a diesel motor (hereinafter referred to as "the bus") from Big Rock Toyota for a purchase price of TWELVE THOUSAND FIVE HUNDRED AND SIXTEEN DOLLARS (\$12,516.00) and the Company has agreed to repay to the Shire an amount of FOURTEEN THOUSAND TWO HUNDRED AND NINETY THREE DOLLARS (\$14,293.00) calculated as follows -

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|---|----------------|
| (i) the price of the bus | \$12,516.00 |
| (ii) an amount to include extras
such as insurance licence fees etc | \$ 720.00; and |
| (iii) interest on the initial capital
advanced by the Shire for the
purchase of the bus | \$ 1,057.00 |

upon the terms and conditions hereinafter contained.

OPERATIVE PART :

1. The Company HEREBY COVENANTS with the Shire that the Company will upon demand pay to the Shire the sum of FOURTEEN THOUSAND TWO HUNDRED AND NINETY THREE DOLLARS (\$14,293.00) (hereinafter referred to as "the principal sum") PROVIDED THAT if the Company shall pay to the Shire or as it may from time to time direct in writing the principal sum by three

(3) instalments as follows -

(a) FIVE THOUSAND DOLLARS (\$5,000.00) on the 1st day of June 1980;

(b) FIVE THOUSAND DOLLARS (\$5,000.00) on the 1st day of March 1981; and

(c) FOUR THOUSAND TWO HUNDRED AND NINETY THREE DOLLARS (\$4,293.00) on the 1st day of March 1982

THEN the Shire shall accept the payment of the principal sum in that manner.

2. The Shire HEREBY COVENANTS with the Company as follows -

(a) at all times while the Shire is the owner of the bus to use or permit the bus to be used (whether on hire or not) for the purpose of the recreation of the residents of Whitfords;

(b) to pay all insurance and licence fees levied or imposed on the bus or the owner thereof and all costs and expenses of maintaining and operating the bus and to maintain the bus in a roadworthy state of repair

at all times while the Shire is the owner of the bus;

(c) at all times during a period of five (5) years commencing on the date of the execution of this Deed to permit the Company at its expense to affix or paint an advertisement on each side of the bus consisting of

the Company's logo and the words "Whitfords Recreation Association, a community project donated by North Whitfords Estates Pty. Ltd." in reasonable size lettering and thereafter during the said period to re-affix or re-paint the same as may be necessary from time to time; and

(d) to indemnify and keep the Company indemnified from and against all and any liability in respect of the fees costs and expenses referred to in paragraph (b) hereof and against all claims proceedings demands costs and expenses which may arise in consequence of the Company meeting the capital cost of the acquisition of the bus by the Shire.

3. The Company HEREBY COVENANTS with the Shire that it will not make or suffer to be made any alteration to the advertisement referred to in clause 2(c) hereof or the format or content thereof without the prior written consent of the Shire which consent it shall be at absolute liberty to grant or refuse at it thinks fit.

4. The costs of and incidental to the instructions for and the preparation execution and stamping of this Deed and all stamp duties payable hereon, shall be borne and paid by the parties in equal shares.

5. Any notice to be given to the Company hereunder shall be deemed to have been duly served if sent by registered post to the Company at its address hereinbefore mentioned or

IN WITNESS whereof the parties hereto have executed this
Deed the day and year first hereinbefore written.

THE COMMON SEAL of SHIRE OF)
WANNEROO was hereunto affixed)
by authority of a resolution)
of the Council in the)
presence of:)

President

Shire Clerk

THE COMMON SEAL of NORTH)
WHITFORDS ESTATES PTY. LTD.)
was hereunto affixed by)
authority of the Directors in)
the presence of:)

Director

Secretary