

Marine Farming Lease Document information

Lease No.	Locality	MFPD	Lease Holder Name	Lease First Commenced	Term	Lease First Expired	Current Lease START	Current Lease EXPIRES	Lease Transfer Dates	Notes (variations, expansions, etc)
34	Satellite Island	D'Entrecasteaux Channel & Huon River	South East Aquaculture Pty Ltd	1/12/1988	20 years	30/11/2008	30/11/2008	29/11/2038	12/2008	N/A
73	Sykes Cove	D'Entrecasteaux Channel & Huon River	Tassal Operations Pty Ltd	11/11/1985	20 years	21/04/1984	31/03/2004	30/03/2034	07/1985	N/A
76	Northwest Bay	D'Entrecasteaux Channel & Huon River	Aquatas Pty Ltd	11/11/1985	20 years	1/07/1985	1/10/2003	30/09/2033	07/1985	N/A
77	Meads Creek	D'Entrecasteaux Channel & Huon River	Tassal Operations Pty Ltd	12/11/1985	20 years	11/11/2005	1/03/2007	28/02/2037	06/1985	N/A
78	East of Lippies Point	D'Entrecasteaux Channel & Huon River	Tassal Operations Pty Ltd	1/04/1999	30 years	31/03/2029	5/07/2016	4/07/2046	03/2004	Lease originally began at Hawkers Point (Zone 13C). Nil variations, expansions, cancellations.
87	Flat Head Bay	D'Entrecasteaux Channel & Huon River	Huon Aquaculture Company Pty Ltd	1/06/1986	20 years	31/05/2006	1/11/2014	31/10/2044	N/A	Lease varied and expanded October 2014. Nil cancellations.
90	North West Bay	D'Entrecasteaux Channel & Huon River	Aquatas Pty Ltd	29/06/1992	20 years	28/06/2022	1/02/2004	31/01/2034	N/A	N/A
93	Hideaway Bay	D'Entrecasteaux Channel & Huon River	Huon Aquaculture Company Pty Ltd	1/08/1986	20 years	31/07/2016	1/10/2010	30/09/2040	06/1995	Lease boundaries varied July 2011.
94	The Sheppards	D'Entrecasteaux Channel & Huon River	Aquatas Pty Ltd	17/09/1993	20 years	16/09/2013	1/08/1997	31/07/2027	N/A	N/A
109	Great Taylors Bay	D'Entrecasteaux Channel & Huon River	Aquatas Pty Ltd	1/07/1987	20 years	30/06/2007	23/01/2015	22/01/2045	N/A	N/A
110	West of Soldiers Point	D'Entrecasteaux Channel & Huon River	Tassal Operations Pty Ltd	1/08/1987	20 years	31/07/2007	1/06/2006	31/05/2036	03/2004	Lease transferred from Nortas to Tassal Limited (03/2004)
115	Simpsons Point	D'Entrecasteaux Channel & Huon River	Tassal Operations Pty Ltd	1/08/1987	20 years	31/07/2007	1/08/2007	31/07/2037	N/A	N/A
141	South of Zuidpool Rock	D'Entrecasteaux Channel & Huon River	Huon Aquaculture Company Pty Ltd	30/08/1991	20 years	29/08/2011	1/05/2008	30/04/2038	01/2001	Varied June 2004 - split one lease area (zone 24) into north and south areas.
142	Roberts Point	D'Entrecasteaux Channel & Huon River	Tassal Operations Pty Ltd	1/11/1991	20 years	31/10/2011	24/07/1997	31/07/2027	03/2004	Lease transferred Nortas to Tassal - March 2004.
151	Garden Island	D'Entrecasteaux Channel & Huon River	Huon Aquaculture Company Pty Ltd	1/06/1993	20 years	31/05/2013	1/06/2004	31/05/2034	09/1998	Lease transferred Coalridge Aquaculture to Huon Aquaculture Company Pty Ltd (9/1998). Lease varied 2005. Moved into deeper water
154	Simmonds Point	D'Entrecasteaux Channel & Huon River	Aquatas Pty Ltd	1/07/1993	20 years	30/06/2013	1/07/2013	30/06/2043	N/A	N/A
167	Police Point	D'Entrecasteaux Channel & Huon River	Huon Aquaculture Company Pty Ltd	1/08/1997	30 years	31/07/2027	1/06/2004	31/05/2034	11/2015	11/2015 Transferred from Trustees of the PJ and FR Bender Family Trust to Huon Aquaculture Company Pty Ltd.
182	South Simpson Point	D'Entrecasteaux Channel & Huon River	Aquatas Pty Ltd	1/07/1999	30 years	30/06/2029	1/07/1999	30/06/2029	N/A	N/A
185	Great Taylors Bay	D'Entrecasteaux Channel & Huon River	Aquatas Pty Ltd	1/07/1998	30 years	30/06/2028	1/07/1998	30/06/2028	N/A	N/A
186	Brabazon Point	D'Entrecasteaux Channel & Huon River	Tassal Operations Pty Ltd	1/08/2004	30 years	31/07/2034	1/08/2004	31/07/2034	N/A	N/A
187	Wheatleys Bay	D'Entrecasteaux Channel & Huon River	Tassal Operations Pty Ltd	1/08/2004	30 years	31/07/2034	1/08/2004	31/07/2034	N/A	N/A
188	Brabazon Park	D'Entrecasteaux Channel & Huon River	Tassal Operations Pty Ltd	1/10/1997	30 years	30/09/2027	1/08/2004	31/07/2034	N/A	N/A
189	Killalala Bay	D'Entrecasteaux Channel & Huon River	Tassal Operations Pty Ltd	1/10/1997	30 years	30/09/2027	1/06/2004	31/05/2034	N/A	N/A
201	South of Roaring	D'Entrecasteaux Channel & Huon River	Tassal Operations Pty Ltd	5/05/1998	30 years	4/05/2028	1/06/2004	28/02/2034	N/A	N/A
203	Great Taylors Bay	D'Entrecasteaux Channel & Huon River	Tassal Operations Pty Ltd	1/07/1998	30 years	30/06/2028	1/07/1998	30/06/2028	N/A	N/A
209	Stringers Cove	D'Entrecasteaux Channel & Huon River	Tassal Operations Pty Ltd	1/04/1999	30 years	31/03/2029	1/04/1999	31/03/2029	N/A	N/A
221	East of red cliffs	D'Entrecasteaux Channel & Huon River	Huon Aquaculture Company Pty Ltd	1/06/2004	30 years	31/05/2034	1/04/2008	31/03/2038	N/A	N/A
244	Stringers Cove	D'Entrecasteaux Channel & Huon River	Huon Aquaculture Company Pty Ltd	1/07/2000	30 years	30/06/2030	1/07/2000	30/06/2030	07/2007	Transferred Glen Baker to Huon Aquaculture Company Pty Ltd (23/7/2007)

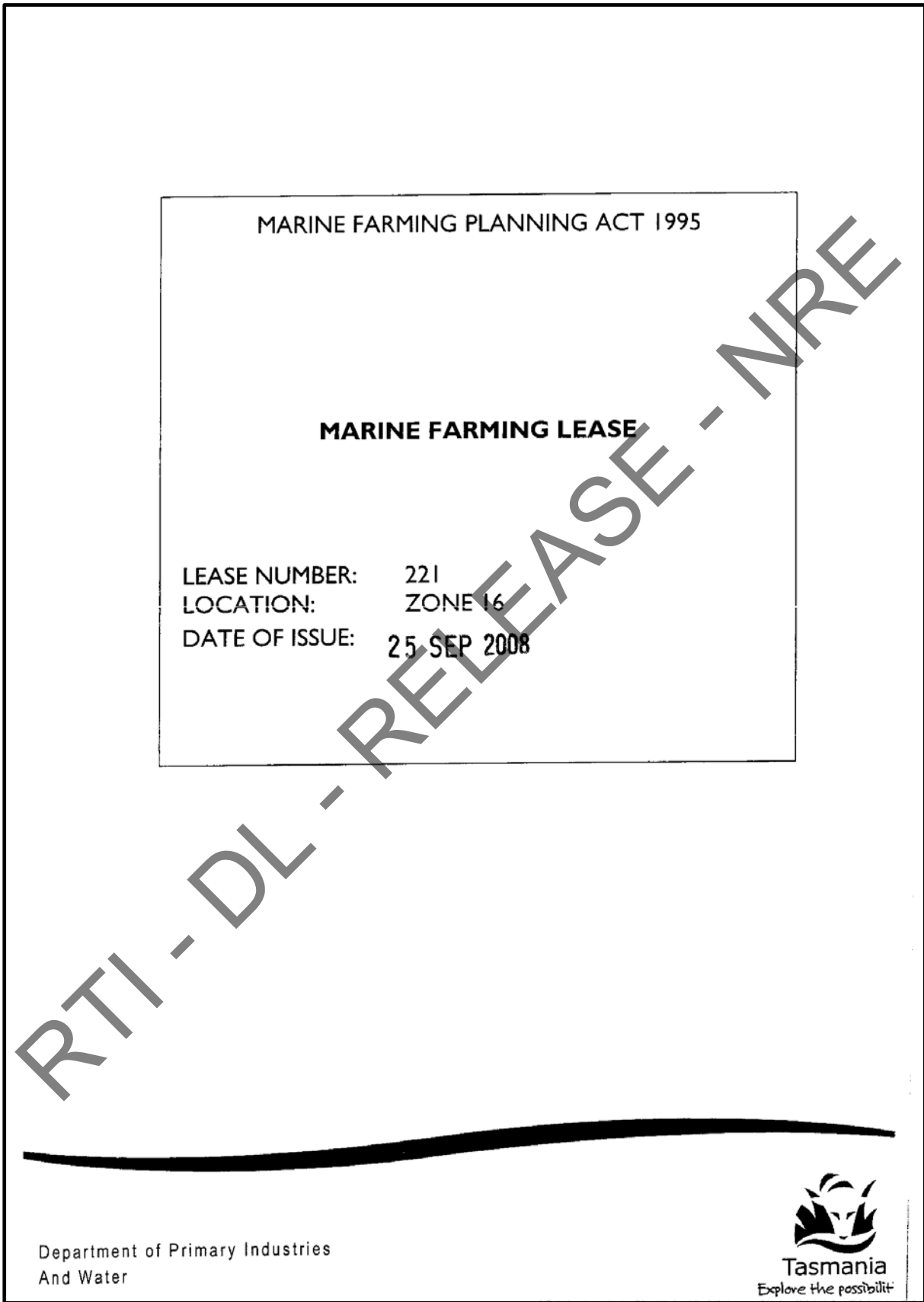
RTI - DL - RELEASED

Marine Farming Lease Document information (weblinks to publicly available information)

Lease Detail	Publicly available Resource	Resource link
Marine Farming Lease Boundaries	EPA Regulated Premises obtained via ListMAP contains a link to the Environmental Licence (Finfish) which contains a map of the relevant lease area and boundaries	https://maps.thelist.tas.gov.au/listmap/app/list/map?bookmarkId=327335
Lease Marking Requirements	Marine and Safety Tasmania provide lease marking requirements on their website. Select marine farm marks and marine farm leases.	https://maps.mast.tas.gov.au/

RTI - DL - RELEASE - NRE

Active disclosure - Example of a current form of Marine Farming Lease document



MARINE FARMING PLANNING ACT 1995

MARINE FARMING LEASE

LEASE NUMBER: 221
LOCATION: ZONE 16
DATE OF ISSUE: 25 SEP 2008

Department of Primary Industries
And Water



MARINE FARMING PLANNING ACT 1995

LEASE

LEASE NO. 221

LESSEE	Huon Aquaculture Company Pty Ltd ("the Holder", which expression includes any person who is for the time being the holder of the lease).
LEASE AREA	This lease relates to an area as shown on the plan attached hereto marked 'A' and subject to s.59(2) of the <i>Marine Farming Planning Act 1995</i> , applies to all waters and seabed within that area.
LEASE PERIOD	Commenced the first day of April 2008 for a period of thirty (30) years, expiring the thirty first day of March 2038.

In this lease -

- the word "Act" refers to the *Marine Farming Planning Act 1995* and any subsequent statute under which marine farming leases may be issued.
- the word "Minister" means the Minister administering the Act, and, except where the contrary appears, includes a person acting under the written authority of the Minister.
- the word "Secretary" means the head of the Department administering the Act, currently the Secretary of the Department of Primary Industries and Water.

Acting pursuant to the Act the Minister issues this lease to the Holder in respect of the Lease Area for the Lease Period but subject to the following conditions and restrictions -

CONDITIONS AND RESTRICTIONS

It is a condition of this lease that the Holder -

1. pays -
 - (a) a base rental fee of \$1875 per annum plus a fee of \$212.50 per annum for each hectare or part thereof of the Lease Area until substitute fees and charges are determined for the purposes of Condition 1(b) below.
 - (b) such fees and charges in respect of the Lease Area as are determined by the Minister or as are otherwise fixed in accordance with the Act.
 - (c) any amount payable each year under this clause on or before the anniversary of the date of commencement of the lease.
 - (d) all money payable from time to time in consideration for the grant of this lease.
 - (e) all monies payable by the Holder under a condition of this lease within the time limit stipulated for payment of them.
2. complies with the Act and regulations and management controls thereunder and all other Acts and regulations which in any way affect the Lease Area or the marine farming operations thereon.
3. complies with the terms and conditions of any marine farming licence which is issued to the Holder and pursuant to which marine farming operations are carried on in the Lease Area.
4. marks the external boundaries of the Lease Area in whatever manner is required by the Secretary and by the relevant authority under the provisions of the *Marine & Safety Authority Act 1997*.
5. keeps the Lease Area in a clean and tidy condition to the satisfaction of the Secretary.
6. keeps all structures and equipment on the Lease Area in good repair and condition.
7. takes all action which may be necessary to clean up the Lease Area, and any other waters or shoreline where rafts or structures have broken away from their moorings and drifted outside the Lease Area, as soon as reasonably possible after becoming aware that this has occurred.

8. permits the Minister or his agents with or without workmen or others at all reasonable times to enter upon the Lease Area to -
 - (a) view the condition and state of the Lease Area.
 - (b) repair any defect or want of repair which the Holder has failed to make good contrary to a written requirement from the Minister.
 - (c) clean up the Lease Area where the Holder has failed to comply with Condition 5, 6 or 7 contrary to a written requirement from the Minister.
9. within 30 days of written demand, pays the reasonable cost of any work which may have reasonably been carried out to make good a failure by the Holder to comply with a written requirement from the Minister under Condition 8.
10. does not permit any other person to carry on marine farming within the Lease Area without the written consent of the Minister.
11.
 - (a) secures public risk insurance in a form previously approved of in writing by the Secretary to cover liability for personal injury or death or property damage arising from the Holder's operations on the Lease Area for an amount of not less than five million dollars (\$5,000,000), or such greater amount as the Secretary may from time to time require in writing, in respect of any one claim or series of claims arising out of a single occurrence.
 - (b) ensures that such insurance covers the Crown in the right of the State of Tasmania against any liability which might accrue to it as a result of the acts or omissions of the Holder or the servants or agents of the holder.
 - (c) does not knowingly do or permit to be done or suffer any thing to be done whereby any insurance or part thereof may become vitiated or rendered void or voidable.
 - (d) within 30 days of written demand, supplies the Secretary with such evidence as the Secretary may reasonably request of insurance secured by the Holder in accordance with this Condition.
12. §.144 of the Act applies to any notice, demand or other communication required by the terms of this lease as if they were notices provided for by the Act.
13.
 - (a) Unless expressly stated otherwise all rental fees, charges or other sums payable or any other consideration provided or to be provided under or in connection with this Lease do not include GST.
 - (b) Unless expressly stated otherwise a party (in this Clause 13 called the "Supplier") making a taxable supply under or in connection with this Lease may recover from the party (in this Clause 13 called the "Recipient") to whom the taxable supply is made, the amount of any GST (the "Additional Amount") payable under the GST Act on the taxable

supply subject to the Supplier issuing a valid tax invoice in respect to the taxable supply.

- (c) The additional amount must be paid at the same time when payment of the monetary consideration for the taxable supply is due.
- (d) Terms and expressions used in this Clause 13 which are defined in the GST Act have the same meaning given to those terms and expressions in that Act. "GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999* including all amendments made to the Act and any other regulations and instruments made under the Act.

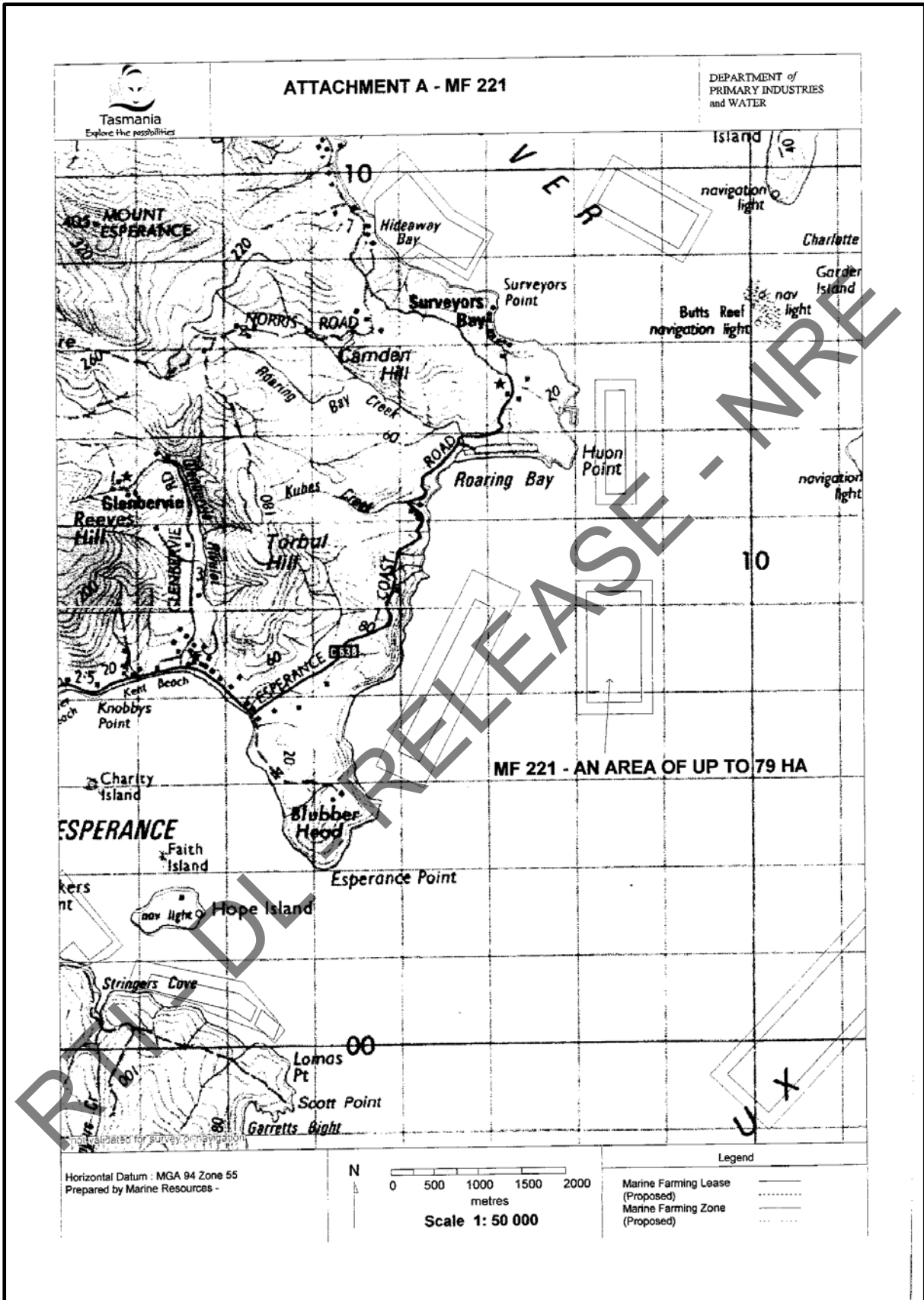


Craig Midgley
Manager (Licensing and Administration)

as a delegate of the Minister
administering the *Marine Farming*
Planning Act 1995.

27/13/2008

RTI - DL - RELEASE - NRE



Mr Robert Gott
Manager
Marine Farming Branch
Department of Primary Industry & Fisheries
GPO Box 44
HOBART TAS 7001

Dear Mr Gott

**AGREEMENT TO THE CONDITIONS OF APPROVAL FOR THE
EXPANSION OF MARINE FARMING LEASE NO. 221**

HUON AQUACULTURE COMPANY PTY LTD (the Leaseholder) hereby accept Lease No. 221 upon the terms and conditions proposed including those set out by the Manager, Licensing and Administration, in his letter dated...**27 MAR 2008**, and in relation thereto:

CONDITIONS:

1. return herewith the current Lease No. 221 document and consent to cancellation of the lease under section 69 of the *Marine Farming Planning Act 1995*, (the Act), the consent to be conditional upon the issue of a replacement Lease No. 221 in the form accompanying the Manager's notice.
2. acknowledges that Huon Aquaculture Company Pty Ltd does not rely on any advice, representation or warranty whether express or implied by the Crown in the right of the State of Tasmania or the Minister or any of their servants or agents as to the suitability of the lease area for use as a marine farm.
3. acknowledges that Huon Aquaculture Company Pty Ltd is aware of and has examined the provisions of the Act, the *Living Marine Resources Management Act 1995*, the relevant marine farming development plan and the requirements contained in the associated management controls and that it understands its responsibilities thereunder.

