

Form number: 01-117L
Lease number: LE 344023

LEASE
Real Property Act. 1900



AG89089C

Office of State Revenue use only

NEW SOUTH WALES DUTY
07-06-2004 0002000166-001
SECTION 179-ORIGINAL
NO DUTY PAYABLE

(A) **PROPERTY LEASED**

Show no more than 20 References to Title.
Specify the part or premises if appropriate.

Folio Identifier(s) 622/720759

(B) **LODGED BY**

LTO Box	Name, Address or DX and Telephone
469S	Metropolitan District Office Department of Land and Water Conservation Level 12, 10 Valentine Ave, PARRAMATTA NSW 2150 REFERENCE: MN86H671 123334 F

(C) **LESSOR**

STATE OF NEW SOUTH WALES

(D) The lessor leases to the lessee the property described above subject to the following **ENCUMBRANCES**

1. 2. 3. 4.

(E) **LESSEE**

L	ADDISON RD COMMUNITY CENTRE LTD ADDISON ROAD CENTRE FOR 13/142 Addison Rd MARRICKVILLE NSW 2204 ARTS, CULTURE, COMMUNITY AND ENVIRONMENT LTD ACN 001 350 152 ABN 50 001 350 152 TENANCY: not applicable
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(F)

(G) 1. **TERM:** 50 years

2. **COMMENCING DATE:** 1st January, 2004

3. **TERMINATING DATE:** 31st December, 2053

4. With an **OPTION TO RENEW** for a period of [NOT APPLICABLE]

5. With an **OPTION TO PURCHASE** set out in [NOT APPLICABLE]

6. Together with and reserving the **RIGHTS** set out in [NOT APPLICABLE]

7. Incorporates the provisions set out in **ANNEXURE "A"** hereto

8. Incorporates the provisions set out in **MEMORANDUM No.** [NOT APPLICABLE]

CHECKED BY (office use only)

(H) DATE We certify this dealing correct for the purposes of the Real Property Act, 1900

Signed in my presence by the lessor who is personally known to me

J. Morris
Signature of Witness

KERRY MORRIS
Name of Witness (BLOCK LETTERS)

10 VALENTINE AVE, PARRAMATTA
Address of Witness

Greg Foster
Signature of Lessor

Greg Foster by delegation pursuant to section 180 of the Crown Lands Act 1989 and with authority under section 13L of the Real Property Act 1900 from the Minister administering the Crown Lands Act 1989 on behalf of the State of New South Wales

The Common Seal of ADDISON RD CENTRE was affixed in accordance with the articles of association in the presence of:



JM
Signature

PRESIDENT
Position

29/10/03
Date

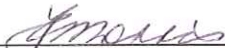
R. Kaur
Signature

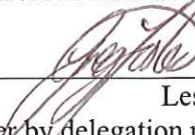
SECRETARY
Position

29/10/03
Date

ANNEXURE "A"

This and the following 20 pages comprise Annexure "A" referred to in the Lease between the STATE OF NEW SOUTH WALES as Lessor and ADDISON RD COMMUNITY CENTRE LTD as Lessee.


Witness


Lessor

Greg Foster by delegation pursuant to section 180 of the Crown Lands Act 1989 and with authority under section 13L of the Real Property Act 1900 from the Minister administering the Crown Lands Act 1989 on behalf of the State of New South Wales

Lessee

Lessee

(A Table of Contents appears at the end of this Annexure) (4.001)

The Lessor and the Lessee hereby covenant and agree the one with the other as follows:-

1. Authority for Grant of Lease

The Holder acknowledges that -

- (a) the Land is Crown land within the meaning of the CLA;
- (b) the State of New South Wales is recorded as registered proprietor of the Land by virtue of the provisions of section 13D of the Real Property Act 1900;
- (c) the Minister is authorised by section 34 of the CLA to grant a lease of Crown land on behalf of the Crown;
- (d) the Minister has executed this Lease on behalf of the State of New South Wales as authorised by section 13L of the Real Property Act 1900;
- (e) this Lease has been granted pursuant to section 34 of the CLA and is a "holding" for the purposes of that Act and the provisions of that Act relating to holdings apply to this lease; and
- (f) the holder is a "holder" for the purposes of the CLA and the provisions of that Act relating to holders apply to the holder. (4.002)

2. Definitions

In this Lease unless the contrary intention appears:

"CLA" means the Crown Lands Act 1989.

"Commencement Date" means the date of commencement of the Term as referred to on the front page of this Lease.

"Holder" means the Lessee or its permitted assigns or permitted transferee and where not repugnant to the context its agents employees invitees and licencees.

"Improvements" means all buildings structures facilities works and equipment situated on or in the land or which under the terms of this Lease are to be constructed effected erected or undertaken on or in the land.

"Land" means the land (including any submerged land and waterway) described on the front page of this Lease or where the context so admits any part thereof.

"Lease" means this Lease including the Schedules and Annexures hereto.

"Lessee" means the Lessee or its permitted assigns or permitted transferee and where not repugnant to the context its agents employees invitees and licensees.

"Lessor" means the State of New South Wales being the Crown in the right of New South Wales.

"Minister" means the Minister of the Crown for the time being administering the CLA or any Act replacing or consolidating that Act.

"Premises" means the Land, the Improvements and the Lessee's Plant and where the context so permits any part of the foregoing.

"Rent" means the rent hereby reserved.

"Schedule 1" means schedule 1 of this Lease.

"Term" means the term of this Lease as shown on page one of this Lease.

"Termination Date" means the date of expiration of the Term as referred to on the front page of this Lease or where this Lease is determined (by forfeiture or otherwise) on a date earlier than that date then that earlier date. (4.003)

3. Plurals and Genders

- (a) Words importing the singular number shall include plural and vice versa.
- (b) Words importing the masculine gender shall include the feminine or neuter and vice versa.
- (c) Any reference to a person shall be deemed to include a reference to a corporation and vice versa. (4.005)

4. Contra Proferentum

In the interpretation of this lease no rule of construction shall apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this Lease or any part of it. (4.006)

5. Headings Code Numbers and References

- (a) Headings (and subheadings within clauses) marginal notes the matter appearing in Column 1 of Schedule 1 and the Table of Contents have been included for guidance only and shall be deemed not to form any part of this Lease.
- (b) The code number appearing at the end of each clause of the Lease shall be deemed not to form part of the Lease.

- (c) References to Clauses Parts and Schedules are references to clauses parts and schedules of this Lease. (4.007)

6. Statutes

- (a) A reference to a statute or statutory instrument includes amendments to that statute or statutory instrument whether by subsequent statutes or statutory instruments or otherwise and any statute or statutory instrument passed in substitution for the statute or statutory instrument referred to or incorporating any of its provisions.
- (b) Without limiting the operation of paragraph (a) where any clause of this Lease contains a reference to a specific provision in a statute or statutory instrument which is repealed the Lessor may by notice in writing served on the Holder specify that a provision of any statute or statutory instrument replacing the abovementioned provision shall be substituted for the abovementioned provision and the clause shall be read and construed to that effect.
- (c) A reference to a statute includes a reference to any statutory instrument made thereunder. (4.008)

7. Provisions to be construed as Covenants

Such of the provisions and conditions herein contained as require or prescribe anything to be done or not to be done by the Holder shall in addition to being read and construed as conditions of this Lease shall be also read and construed as covenants and agreements whereby the Holder for itself and its assigns agrees with the Lessor to observe and perform such provisions and conditions. (4.009)

8. Joint and Several Covenants

Any covenant or agreement in this Lease on the part of two or more persons shall be deemed to bind them jointly and severally. (4.010)

9. Application of Conveyancing Act

Pursuant to the provisions of section 43 of the CLA the provisions of sections 84, 84A, 85, 86, 129, 130, 131, 132, 133, 133A and 133B of the Conveyancing Act 1919 shall not apply to this Lease. (4.011)

10. Performance of Functions etc.

The Lessor and the Holder expressly agree that -

- (a) any power authority duty or function conferred or imposed upon the Lessor under any provision of this lease may be exercised or performed by the Minister as if the power authority duty or function had been conferred or imposed by this Lease on the Minister;
- (b) any power authority duty or function exercised or performed by the Minister pursuant to this clause may be exercised or performed in the name of the Minister with or without any reference to the Lessor;
- (c) the Minister may authorise a person to exercise or perform any power authority duty or function which this clause or this lease authorises or requires the Minister to exercise or perform;
- (d) a person shall be taken to have been validly authorised by the Minister to exercise or perform any power authority duty or function if that person is authorised to exercise any power authority duty or function conferred or imposed in any lease granted under section 34 of the CLA or any such lease of a specific type or any such lease within a specified locality. (4.012)

11. Lessor as Public Authority

The Holder acknowledges that nothing in this Lease can in any way restrict or otherwise affect the Lessor's or the Minister's unfettered discretion as to the use of the Lessor's or the Minister's statutory powers as a public authority. (4.013)

12. Approval by the Lessor or the Minister

- (a) In any case where pursuant to this Lease the doing or executing of any act matter or thing by the Holder is dependent upon the approval or consent of the Lessor or the Minister such approval or consent shall not be effective unless given in writing and may be given or withheld by the Lessor or the Minister in its or the Minister's absolute discretion and may be given subject to such conditions as it or the Minister may determine unless otherwise herein provided.
- (b) The Holder expressly agrees that any failure by the Holder to comply with or perform a condition imposed pursuant to this clause will constitute a failure by the Holder to comply with or perform a condition of this Lease. (4.014)

13. Opinion of the Lessor or the Minister

Any opinion to be formed by the Lessor or the Minister for the purposes of this Lease may be formed by the Lessor on such grounds and material as the Lessor or the Minister determines to be sufficient after consultation if the Lessor or the Minister deems it necessary with any New South Wales Government Department or other public authority the Standards Association of Australia or any other body whose objects and functions are relevant. In forming any such opinion the Lessor or the Minister shall be deemed to be exercising merely administrative functions. (4.015)

14. Time to be of the essence

Where in any provision of this Lease -

- (a) the Holder is given or allowed a specified time or period within which to undertake or do any act or thing;
- (b) any power or authority is conferred on the Lessor the Minister or the Holder after the lapse of a specified time or period; or
- (c) any event occurs after the lapse of a specified time or period

the Lessor and the Holder expressly agree that time shall be of the essence of this contract in that regard. (4.016)

15. Holder to pay Cost of Work

Whenever the Holder is required by this Lease to do or effect any act matter or thing or to undertake any work then the doing of such act matter thing or work shall unless this Lease otherwise provides be at the sole risk cost and expense of the Holder. (4.017)

16. Notices

- (a) A reference in this clause to a notice required to be served includes a reference to any -
 - (i) requirement in this lease for a notice or other communication to be given;
 - (ii) notice or other communication which may be convenient to be given or served in connection with this Lease; and

- (iii) notice or other communication which may be required to be given or served or which may be convenient to be given or served under any condition of any approval consent or permission which the Lessor or the Minister may give under this Lease.
- (b) All notices which are required to be served by the Lessor or the Minister to or upon the Holder under this Lease shall be sufficiently given or served if left at or sent by ordinary post addressed to the Holder at the address specified in Column 2 of Item 1 of Schedule 1 or at the Premises or at such other place as notified in writing by the Holder to the Lessor.
- (c) All notices which are required to be served by the Holder to or upon the Lessor or the Minister under this Lease shall be sufficiently given or served if left at or sent by ordinary post addressed to the Minister at the address specified in Column 2 of Item 2 of Schedule 1.
- (d) Any notice or communication given or served by post shall be deemed to have been duly given or served at the time when it would in the ordinary course be delivered.
- (e) Subject to any other provision of this Lease to the contrary where the Holder is a corporation any notice or other communication required to be served or given or which may be convenient to be served or given under or in connection with this Lease shall be sufficiently executed if signed by the Secretary or other principal permanent officer of the corporation. (4.018)

17. Manner of Payment of Rent and Other Moneys

The rent and other moneys payable in accordance with this Lease shall be paid to the person and at the address specified in Column 2 of Item 3 of Schedule 1 or to such other person or at such other address as the Lessor may from time to time direct by notice in writing served on the Holder. (4.019)

18. Waiver

No waiver by the Lessor of one breach of any provision of this Lease shall operate as a waiver of another breach of the same or of any other provision. (4.020)

19. Severability of Provisions

Any provision of this Lease which is prohibited or unenforceable in any jurisdiction shall as to such jurisdiction be ineffective to the extent of such prohibition or inability to enforce without invalidating the remaining provisions of this Lease or affecting the validity or enforceability of such provision in any other jurisdiction. (4.021)

20. Applicable Law

This Lease shall be construed and interpreted in accordance with the law of New South Wales. (4.022)

21. Exclusion of Warranties

The Holder acknowledges having inspected the Premises and that in entering into this Lease the Holder has not relied on any statement representation or warranty (other than those implied by or deemed to have been given by law and which cannot be contracted out of) by or on behalf of the Lessor whether expressed or implied other than the statements representations and warranties expressly set out in this Lease. (4.023)

22. Condition of and Damage to Premises

The Holder acknowledges that the Holder has inspected the Premises and accepts them in their condition and state of repair as at the Commencement Date. (4.024)

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23. Whole Agreement

- (a) The provisions contained in this Lease expressly or by statutory implication cover and comprise the whole of the agreement between the parties.
- (b) It is expressly agreed and declared that no further or other provisions whether in respect of the Premises or otherwise will be deemed to be implied in this Lease or to arise between the parties hereto by way of collateral or other agreement by reason of any promise representation warranty or undertaking given or made by any party hereto to another on or prior to the execution of this Lease.
- (c) The existence of any such implication or collateral or other agreement is hereby negated. (4.025)

24. Payment of Rent (No CPI)

- (a) For the purposes of this clause:

"Initial Rent" means the rent specified or referred to in Column 2 of Item 9 of Schedule 1.

"Due Date" means each anniversary date of the Commencement Date.

"Market Rent Review Date" means -

- (i) the date specified in Column 2 of Item 10 of Schedule 1 (either being a Due Date or another date); and
- (ii) thereafter means the date of the expiration of each period of years as specified in Column 2 of Item 11 of Schedule 1 as calculated from the date specified in Column 2 of Item 10 of Schedule 1.

"Market Rent Review Period" means the period between each Market Rent Review Date as specified in Column 2 of Item 11 of Schedule 1.

- (b) The Holder covenants with the Lessor that the Holder will during the whole of the Term pay to the Lessor in accordance with the provisions of this clause without demand free of exchange and without deduction whatsoever the rent hereinafter provided.
- (c) The Holder will pay to the Lessor on the Commencement Date the Initial Rent and thereafter shall pay that rent in advance on each Due Date until the rent is adjusted as hereinafter provided.
- (d) On the first Market Rent Review Date after the Commencement Date and thereafter on each Market Rent Review Date the rent may be adjusted by the Minister redetermining the rent pursuant to the provisions of sections 142 and 143 of the CLA.

A redetermination of rent for the purposes of this subclause shall be taken to have been made on the Market Rent Review Date if it is made at any time within the period of six months before the Market Rent Review Date.

- (e) Where the Minister does not redetermine the rent as provided for in subclause (d) he may adjust the rent by redetermining the rent pursuant to the provisions of sections 142 and 143 of the CLA at any time prior to the next Market Rent Review Date and no succeeding Market Rent Review Date shall be postponed by reason of the operation of this subclause.
- (f) Where the Minister does not adjust the rent on the first Market Rent Review Date or a Market Rent Review Date as provided for in subclause (d) the Holder may by notice in writing served on the Minister require that the Minister redetermine the rent pursuant to the provisions of sections 142 and 143 of the CLA. Where the Holder requires the Minister to redetermine the rent under this subclause he shall pay on demand the costs of the Minister (or so much of the cost as the Minister may require) in making that determination.

- (g) A redetermination of rent made as provided for in subclause (d) shall take effect and be due and payable on the next Due Date following the date of issue of the notice of redetermination (or where the said Due Date and the date of issue of the notice of redetermination are the same - then that date) even if an objection or appeal under section 142 of the CLA has been lodged. On the completion of the objection and appeal process any necessary adjustments shall be made.

For the purposes of this subclause the term "next Due Date" does not include a Due Date falling between the date of issue of the notice of redetermination and the relevant Market Rent Review Date.

- (h) A redetermination of rent as provided for in subclauses (e) and (f) shall take effect and be due and payable from the next Due Date following the date of issue of the notice of redetermination under section 142 of the CLA even if an objection or appeal under that section has been lodged. On the completion of the objection and appeal process any necessary adjustments shall be made.
- (i) The Holder acknowledges that the Minister may make a direction under section 152 (alteration of due date) of the CLA in respect of any rent payable under this Lease. (4.029)

25. Continuing Obligation

The obligation of the Holder to pay the Rent shall be a continuing obligation during the term of this Lease and shall not abate in whole or in part or be affected by any cause whatsoever. (4.038)

26. Holder to Pay Rates etc.

The Holder will when the same become due for payment pay all (or in the first and last year of the term of this Lease the appropriate proportionate part) rates taxes (including Land Tax) assessments duties charges and fees whether municipal local government statutory or otherwise which are at any time during the currency of this Lease lawfully charged upon imposed or levied in respect of the Premises or on the Lessor or the Holder on account thereof and will if required by the Lessor produce to the Lessor the receipts for such payments within ten business days after the respective due dates for payment AND in case such rates taxes duties and fees so covenanted to be paid by the Holder are not paid when the same shall become due the Lessor may if it thinks fit pay the same and any such sum or sums so paid may be recovered by the Lessor as if such sums were rent in arrears. (4.040)

27. Goods and Services Tax

- (a) Definitions

In this clause the expressions "GST", "supply", and "taxable supply" have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999.

- (b) Amounts GST Exclusive

With the exception of any amount payable under this clause, unless otherwise expressly stated all amounts stated to be payable under this Lease are exclusive of GST.

- (c) Responsibility for GST

- (i) Despite any other provision in this Lease, if GST is imposed on any supply made under this Lease, the recipient must pay to the supplier an amount equal to the GST payable on the taxable supply.
- (ii) The recipient must pay the amount referred to in subclause (c)(i) in addition to and at the time payment for the taxable supply is required to be made under this Lease.

- (d) Valuer/Umpire to return GST Exclusive Value

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Any valuer or umpire returning a valuation must return a GST exclusive market value for it in any case where the valuation is for the purpose of determining a supply value to which GST is to be added under this Lease. (4.040A)

28. Holder to Pay for Services

The Holder will as and when the same become due for payment pay to the Lessor or to any other person or body authorised to supply the same all proper charges for gas electricity water sewage or other services supplied to or consumed in or on the Premises and will also pay all charges in respect of any telephone services connected to the Premises. (4.041)

29. Holder not to Impose Liability on Lessor

Subject to any other provision of this Lease the Holder will not without the written consent of the Lessor by any act matter or deed or by failure or omission cause or permit to be imposed on the Lessor any liability of the Holder under or by virtue of this Lease even though the Holder is entitled so to do under any law (present or future) or otherwise. (4.042)

30. Permitted Use

- (a) This Lease confers on the Holder a right to occupy and use the Premises for the purpose specified or referred to in Column 2 of Item 36 of Schedule 1.
- (b) The Holder will not use the Premises or allow them to be used for any purpose other than the purpose specified in Column 2 of Item 36 in Schedule 1. (4.043)

31. Holder Not to Commit Nuisance etc.

The Holder will not at any time during the term of this Lease :

- (a) carry on or permit to be carried on at the premises any noxious nuisance or offensive trade business or calling;
- (b) do or permit to be carried on at the Premises any act matter or thing which results in nuisance damage or disturbance to the Lessor or owners or occupiers of adjoining or neighbouring lands or buildings; or
- (c) use the premises for any illegal activity. (4.044)

32. No Residence on Premises

The Holder will not reside or permit any other person to reside on the premises. (4.045)

33. Lessor's Consent to Development Application

The Holder covenants with the Lessor that the Holder will obtain the Lessor's consent to the lodgement of any development application in respect of the Land. (4.047)

34. Holder not to undertake Development without consent notwithstanding any other provision of this Lease

The Holder will not undertake any development within the meaning of the Environmental Planning and Assessment Act 1979 contrary to the provisions of that Act or in breach of any restriction condition or prohibition imposed by an Environmental Planning Instrument or condition of a development consent. (4.048)

35. Development Consent

- (a) The Holder will not undertake any activity on or within the Premises for which consent is required under the Environmental Planning and Assessment Act 1979 or any Instrument made thereunder without first obtaining such consent.
- (b) Where the Holder obtains consent in accordance with the provisions of this clause the Holder will not undertake any activity on or within the Premises except in accordance with any conditions or requirements of that consent. (4.049)

36. Compliance with Statutes

- (a) The Holder will comply with the requirements of all statutes regulations or by-laws and requirements of all relevant public and local authorities in so far as they apply in relation to the use and occupation of the premises.
- (b) The Holder will forthwith on being served with a notice by the Lessor comply with any notice or direction served on the Lessor or the Minister by a competent authority relating to the destruction of noxious animals or plants or pests or the carrying out of repairs alterations or works on or to the Premises. (4.050)

37. Occupational Health and Safety Act 1983

The Holder accepts responsibility for the control of the whole of the Premises for the purposes of the Occupational Health and Safety Act 1983 and agrees to keep and maintain the Premises in the manner which complies with the said Act. (4.051)

38. No Assignment, Sublease, Mortgage or other dealing with Lease except with consent

- (a) The Holder will not assign transfer demise sublease mortgage charge or otherwise deal with the Holder's interest in this Lease or demise sublease or part with the possession of the Premises or by any act or deed procure any of the foregoing except with the consent in writing of the Lessor.
- (b) In the case of an application for the consent of the Lessor to a proposed mortgage, charge or encumbrance the Lessor may require that the proposed mortgagee or chargee enter into a covenant with the Lessor in the form required by the Lessor that the mortgagee or chargee will notify the Lessor if the Holder is in default under the terms of the mortgage or charge and that should the mortgagee or chargee enter into possession of the Premises for the purpose of realising its security or otherwise then the said mortgagee or chargee will duly perform and keep the covenants and agreements on the Holder's part herein contained. (4.053)

39. Lessor may Charge Fee

The Lessor may charge such fees as may be prescribed in the Regulations made under the CLA for dealing with any application by the Holder for consent to assign transfer sublease or otherwise part with possession of the Premises. (4.055)

40. Forfeiture

- (a) The Holder expressly acknowledges that this Lease may be forfeited pursuant to the provisions of section 129(1) of the CLA in the circumstances set out in that section.
- (b) For the purposes of this Lease the Holder will be taken not to have failed to comply with a condition covenant or provision of this Lease until a period of 28 days (or such further period as may be specified in the notice) has elapsed after the service of a notice in writing on the Holder specifying the covenant conditions or provision which the Holder has failed to comply with.

- (c) The Lessor and the Holder expressly acknowledges that if one or both of the events specified hereunder occurs the Holder will for the purposes of this clause and for the purpose of section 129(1) of the CLA be taken to have failed to comply with a provision of this Lease and the provision of subclause (b) shall not apply to such a default.
- (i) Winding Up
- the Holder (being a company) - an order is made or a resolution is effectively passed for the winding up of the Holder (except where such winding up is for the purpose of reconstruction or amalgamation with the written consent of the Lessor which consent shall not be unreasonably withheld); or
- (ii) Liquidation
- the Holder goes into liquidation or makes an assignment for the benefit of or enters into an arrangement or composition with its creditors or stops payment or is unable to pay its debts or if execution is levied against the Holder and not discharged within 30 days.
- (d) Demand or acceptance of Rent or any other money due under this Lease by the Lessor after forfeiture does not operate as a waiver of forfeiture. (4.059)

41. Abandonment

If the Holder vacates or abandons the Premises during the continuance of this Lease (whether or not the Holder ceases to pay the Rent and other amounts payable pursuant to this Lease) then in the absence of written notice by the Lessor accepting the surrender of the Holder's interest under this Lease or the forfeiture of the Lease neither acceptance of the keys nor entry into the Premises by the Lessor or by any person on the Lessor's behalf for the purpose of inspection or for the purpose of showing the Premises to prospective lessees or licencees nor the advertising of the Premises for re-letting shall constitute a waiver of the Lessor's rights to recover in full all Rent and other amounts from time to time payable by the Holder pursuant to this Lease and this Lease shall be deemed to continue in full force and effect until the date on which any forfeiture thereof takes effect or the date of expiration of the term whichever shall first occur. (4.060)

42. Interest on Overdue Money

The Holder shall pay interest on any money due and payable under this Lease at the rate prescribed from time to time under the provisions of section 148 of the CLA and any such interest shall for the purposes of this Lease be deemed to be Rent in arrears. (4.061)

43. Failure to Pay Money or Undertake Works

- (a) For the purposes of this clause the word "cost" shall include any sums paid for any insurance indemnities under the laws relating to workers' compensation.
- (b) Where under this Lease the Holder is required to pay any money to a third party and neglects to do so for a period of 14 days after the money became due and payable it shall be lawful for but not obligatory upon the Lessor (and without prejudice to any rights and powers arising from such default) to pay such money as if it were the Holder and the Holder will reimburse the Lessor in respect of any such payments on demand.
- (c) Where under this Lease the Holder is required to do or cause to be done any work or thing and the Holder neglects to do the work or thing for a period of 14 days after that work or thing was due or required to be done it shall be lawful for but not obligatory upon the Lessor (and without prejudice to any rights and powers arising from such default) to do or effect such work or thing as if the Lessor were the Holder and for that purpose the Lessor the Lessor's officers agents contractors and workmen may enter upon the whole or any part of the Premises and there remain for the purposes of doing or effecting

any such work or thing and the Holder will reimburse the Lessor for the cost of the doing or effecting the work or thing on demand.

- (d) The Holder expressly agrees that any money or cost payable to the Lessor under this clause shall constitute a debt owed by the Holder to the Crown in the right of the State of New South Wales and may be recovered accordingly.
- (e) Where the Premises has a common boundary with other land owned leased or held by the Holder (hereinafter called the "other land") the Holder irrevocably grants to the Lessor the Lessor's officers agents contractors and workmen a Licence to enter upon the said other land for the purpose of gaining access to the Premises or for the purpose of undertaking any work or thing authorised permitted or contemplated by this Lease.

In exercising any power conferred by this subclause the Lessor the Lessor's servants employees and agents will not be liable for any reasonable damage suffered or occasioned to the other land or anything constructed thereon.
- (f) The Holder expressly agrees that the provisions of this clause shall continue after the expiration or sooner determination of this Lease and the Lessor may make any payment or effect any work or thing authorised by this clause after the expiration or sooner determination of this Lease as if such expiration or sooner determination had not taken place. (4.062)

44. Holder to take as if Owner

The Holder shall take and be subject to the same responsibilities in regard to persons and property and otherwise to which the Holder would be subject as if during the Term the Holder was the owner of the freehold of the Premises. (4.063)

45. Release of Lessor from Accident Damage

- (a) For the purposes of this clause the term Lessor shall include Her Majesty the Queen Her Heirs and Successors the Minister and the agents servants employees and contractors of the Lessor Her Majesty Her Majesty's Heirs and Successors and the Minister.
- (b) The Holder agrees to occupy use and keep the Premises at the risk of the Holder and hereby releases to the full extent permitted by law the Lessor from all claims and demands of every kind resulting from any accident damage or injury occurring therein and the Holder **EXPRESSLY AGREES** that the Lessor shall have no responsibility or liability for any loss of or damage to fixtures and/or the personal property of the Holder.
- (c) The Holder expressly agrees that the obligations of the Holder under this clause shall continue after the expiration or other determination of this Lease in respect of any act deed matter or thing occurring before such expiration or determination. (4.064)

46. Indemnities

- (a) For the purposes of this clause the term Lessor shall include Her Majesty the Queen Her Heirs and Successors the Minister and the agents servants employees and contractors of the Lessor Her Majesty Her Majesty's Heirs and Successors and the Minister.
- (b) The Holder covenants with the Lessor to indemnify and keep indemnified the Lessor from and against all claims for injury loss or damage suffered by any person or body using or being in or upon the Premises or any adjoining land or premises of the Lessor arising out of the Holder's use of the Premises and against all liabilities for costs charges and expenses incurred by the Lessor in respect of the claim of any such person or body except to the extent that any such claims and demands arise wholly from any negligence or wilful act or omission on the part of the Lessor.

- (c) The indemnity contained in this clause applies notwithstanding that this Lease authorised or required the Holder to undertake or perform the activity giving rise to any claim for injury loss or damage.
- (d) The Holder expressly agrees that the obligations of the Holder under this clause shall continue after the expiration or sooner determination of this Lease in respect of any act deed matter or thing occurring before such expiration or determination. (4.065)

47. Insurance - Public Risk

The Holder will (without in any way limiting the liability of the Holder under any other provision of this Lease) forthwith take out and thereafter during the Term keep current a public risk insurance policy for the amount not less than that specified in Column 2 of Item 39 of Schedule 1 for any one claim (or such other reasonable amount as the Lessor may from time to time specify in writing to the Holder) whereby the Lessor shall during the continuance of this Lease be indemnified against all actions suits claims demands proceedings losses damages compensation costs charges and expenses mentioned or referred to in this Lease to which the Lessor shall or may be liable. (4.066)

48. Insurance - Workers Compensation

The Holder will (without in any way limiting the liability of the Holder under any other provision of this Lease) forthwith take out and thereafter during the Term keep current insurance against any liability which may arise at common law or by virtue of any relevant workers compensation legislation in connection with the performance of work or provision of services on or about the Premises and the operation thereof so that the Lessor will be indemnified against all claims for death or bodily injury by any person at all times. (4.067)

49. Insurance - Against Fire and Other Risks

The Holder will (without in any way limiting the liability of the Holder under any other provision of this Lease) forthwith take out and thereafter during the Term keep current insurance against loss damage or destruction of the Premises by fire lightning riots strike malicious damage sprinkler failure plumbing leakage storm and tempest explosion earthquake impact by vehicles Acts of God and against such other risks (if any) as the Lessor may from time to time reasonably direct by notice in writing served on the Holder to the full insurable value thereof permitted by the Insurer on a replacement and/of reinstatement basis including extra costs or reinstatement cost of removal of debris and all professional fees incurred in replacing and/or reinstating the Premises. (4.070)

50. Total Destruction

- (a) In the event of the Improvements being Totally Destroyed one of the following alternatives shall apply:

First Alternative - Rebuild to original Design

The Holder may and shall if so required by the Lessor from the insurance moneys available (and to the extent that the same may be insufficient from its own moneys) reinstate the Improvements substantially in accordance with their original design.

Second Alternative - Rebuild to different Design

If the Lessor and the Holder agree that the Improvements are to be rebuilt made or installed to a different design and agree upon the plans and specifications relating thereto then the Holder will from the insurance moneys available (and to the extent the same may be insufficient from its own moneys) prepare the Land for the new improvements and then construct make and install the improvements in accordance with the agreed plans and specifications.

Third Alternative - Improvements not to be rebuilt

If the Lessor and the Holder agree that the Improvements need not be reinstated by the Holder and the Second Alternative is not adopted the Holder will promptly demolish the Improvements and clear the Land of all improvements structures rubbish and debris and following such demolition and clearance being carried out to the Lessor's satisfaction and the Lessor so certifying in writing to the Holder and the Holder at that time not being in default under any provision of this Lease the Holder will then deliver to the Lessor a duly stamped surrender of the Lease and the Lessor shall accept the same. The surrender as aforesaid shall be without prejudice to any claim the Lessor may have against the Holder immediately prior to the date of such surrender.

- (b) For the purposes of this clause "Totally Destroyed" means destroyed or damaged so extensively that in the opinion of the Lessor reasonably held it would be impractical or not commercially viable to make good such damage. (4.071)

51. Partial Destruction

In the event of the Improvements being partially destroyed or damaged the Holder will from the insurance moneys available (and to the extent that the same may be insufficient from the Holder's own moneys) repair replace and make good the whole of the destroyed or damaged portion of the Improvements as nearly as possible to the condition in which it was immediately prior to such damage or destruction with such modifications as the Holder may seek and the Lessor approve (such approval not to be unreasonably withheld) or as may be required by some competent authority and approved by the Lessor (such approval will not be unreasonably withheld). (4.072)

52. Application of Insurance Proceeds

- (a) All moneys received by the Lessor or the Holder in settlement of any claim under any insurance policy in respect of the damage to or destruction of the Premises shall be paid into a bank agreed upon by the Lessor and the Holder (or in default of agreement a bank nominated by the Lessor) in an account (the "Trust Account") in the name of the Lessor and such moneys shall be held in that account and shall be applied by the Lessor in the following order of priorities:

Firstly - in payment to the Lessor on account of expenditure by the Lessor in respect of any work required by this Lease to be undertaken by the Holder but not commenced and completed within a reasonable time; and as to any balance.

Secondly - in payment progressively to the Holder in reimbursement of the Holder's costs in the rebuilding or demolishing and clearing or repair or replacement and making good as the case may be of the Premises; and as to any balance.

Thirdly - an amount shall be credited to the Holder's instalment of the rent next falling due and any other amounts owing by the Holder to the Lessor under the provisions of this Lease; and as to any balance.

Fourthly - such balance shall be equitably apportioned between the Lessor and the Holder having regard to their respective interests in the Premises at the day immediately prior to the incident giving rise to the insurance claim.

- (b) The Holder expressly agrees that the provisions of this clause shall continue after the expiration or other determination of this Lease. (4.073)

53. Provisions re Policies

- (a) Notwithstanding anything expressed or implied in this Lease the following provisions apply to all policies of insurance required to be effected by the Holder under this Lease:

- (i) All policies are to be placed with an Insurer approved by the Lessor in writing (whose approval will not be unreasonably withheld) and shall be for such amounts and cover such risks and

contain such conditions endorsements and exclusions as are reasonably acceptable to or reasonably required by the Lessor having regard to insurance commonly effected in relation to the types of business or activity carried out on the Premises and the nature of the Premises.

- (ii) All policies are to be taken out in the names of the Lessor and the Holder for their respective rights and interests and in the name of such other parties having an insurable interest as the Lessor may require.
 - (iii) Duplicate or certified copies of the policies and all renewal certificates and endorsement slips are to be lodged by the Holder with the Lessor if required by the Lessor.
 - (iv) All premiums in respect of all such policies and renewals of policies are to be paid punctually by the Holder and the receipt for each premium payable in respect of each policy (or other proof of payment to the Lessor's satisfaction) is to be produced by the Holder to the Lessor at the request of the Lessor.
 - (v) The Holder will use all reasonable endeavours to ensure that the company or office which issues a policy advises the Lessor of any failure by the Holder to renew any policy or pay any premium in respect thereof.
 - (vi) The Holder will not at any time during the Term do or bring upon the Premises anything whereby any insurance relating to the Premises against damage by fire and other risks may be rendered void or voidable. If the Holder brings anything onto the Premises whereby the rate of premium on such insurance shall be liable to be increased the Holder will obtain insurance cover for such increased risk and pay all additional premiums on the Premises (if any) required on account of the additional risk caused by the use to which the Premises are put by the Holder.
 - (vii) The Holder will use all reasonable endeavours to ensure that full true and particular information is given to the office or company with which the said insurances are effected of all matters and things the non-disclosure of which might in any way prejudice or affect any such policy or policies of insurance or the payment of all or any moneys thereunder.
- (b) The Lessor in its own name or as the attorney of the Holder in the name of the Holder shall be entitled to institute all proceedings against any office or company which issues a policy of insurance required by this Lease to recover from it any amount for loss damage or injury or other money payable under any indemnity in favour of the Lessor. The Holder hereby appoints the Lessor the attorney of the Holder for the purpose as aforesaid.
 - (c) The Holder will use its best endeavours (including the payment of any reasonable premium) to have any policy of insurance required under the Lease endorsed to the intent that the Insurer under such policy waives the Insurer's right to avoid the policy or any liability of the Insurer under that policy on account of or by reason of any non-disclosure or any inaccurate disclosure in the proposal relating to that policy. (4.074)

54. Construction of Improvements Permitted with Consent

- (a) For the purposes of this clause "Improvement" means any building structure facility or work.
- (b) The Holder will not construct effect erect or undertake any Improvements on the Premises other than with the prior consent in writing of the Lessor or which may be authorised or required by a provision of this Lease. (4.076)

55. Improvements - Improvements constructed under this Lease - No Demolition ..

The Holder will not demolish, destroy, remove, take away or pull down any improvement authorised or required to be constructed erected or effected pursuant to a provision of this Lease without the written consent of the Lessor. (4.080A)

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56. Ownership of Improvements - CLA

The Holder acknowledges that the provisions of section 174 of the CLA apply to this Lease. (4.088)

57. Removal of Improvements by Holder with Consent

- (a) For the purposes of this clause "Improvement" means any building structure facility or work.
- (b) The Holder expressly acknowledges that any Improvement constructed erected effected or undertaken on the Premises during the Term shall become the property of the Lessor upon the Termination Date and the Holder shall not be entitled to any compensation in respect thereof.
- (c) The Holder may apply in writing to the Lessor within the period of one month after the Termination Date for consent to remove any specified improvement or all improvements.
- (d) The Lessor may grant consent on such terms and conditions as the Lessor may determine including any condition that the Holder will remove and take away at his own expense such other Improvement on the Premises as may be specified in the Lessor's consent.
- (e) On removal of any Improvement under this clause the Lessor ceases to have and shall be taken never to have had any rights to the Improvement so removed. (4.092)

58. Removal of Signs

Upon the Termination Date the Holder will at the Holder's expense remove any signs advertisements lights embellishments names notices or hoardings erected painted displayed affixed or exhibited upon to or within the Premises by or on behalf of the Holder and make good any damage or disfigurement caused by reason of such erection painting displaying affixing exhibiting or removal thereof. (4.097)

59. General Covenant to Repair

Without prejudice to any specific obligation contained in this Lease the Holder will to the satisfaction of the Lessor at all times during the Term keep the Premises in good repair and properly maintained in all respects. (4.098)

60. Painting

Without prejudice to any other provision of this Lease the Holder will within the period specified or referred to in Column 2 of Item 65 of Schedule 1 at the Holder's expense and thereafter at intervals of not less than the period specified or referred to in Column 2 of Item 66 of Schedule 1 and otherwise whenever necessary or reasonably required by the Lessor paint re-paint clean or otherwise appropriately treat in a proper and workmanlike manner those parts of the Premises usually so treated. (4.103)

61. Premises to be kept in clean and tidy condition

The Holder will at all times during the Term keep the Premises in a clean and tidy condition and will (subject to any other provision of this Lease) on the Termination Date leave the Premises in a clean and tidy condition. (4.104)

62. Lessor's Right to Enter Inspect and Repair

The Lessor and the Lessor's agents may at all reasonable times upon giving to the Holder reasonable notice (except in the case of emergency when no notice shall be required) enter upon the Premises and view the state of repair thereof and may serve upon the Holder a notice in writing of any defect (the repair of which is the Holder's obligation hereunder) requiring the Holder within 14 days to repair the same. (4.106)

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63. Overloading of Floors

The Holder will not do or permit or suffer to be done upon the Premises anything that may overload any floor of the Improvements whereby the Improvement may be strained or any walls or floors caused to sag or deflect from the right line or the Improvement otherwise damaged. (4.107)

64. Use by Public of Defective Structures

The Holder will not at any time during the Term permit or suffer members of the public to be upon or use any building structure facility installation contrivance or other thing in or upon the Premises which has to the knowledge of the Holder or in the opinion of the Lessor the Council or any other public or local authority having jurisdiction in the matter become seriously defective unsafe weakened out of repair or faulty in any way PROVIDED HOWEVER the Lessor shall not be held liable or responsible for any failure to notify the Holder of any such defect unsafeness weakness out of repair or fault. (4.108)

65. Holder to Erect Barricades etc.

Where the Premises or any part of the Premises become unsafe hazardous or dangerous the Holder will forthwith erect such warning signs and barricades as may be necessary until the Premises are rendered safe. (4.109)

66. Rodents and Vermin

The Holder will take all reasonable precautions to keep the Premises free of rodents vermin insects and pests and will in the event of failing so to do if required by the Lessor but at the cost of the Holder employ from time to time pest exterminators approved by the Lessor (whose approval shall not be unreasonably withheld). In performing the Holder's obligations pursuant to this clause the Holder and any one acting on the Holder's behalf will not use any substance prohibited by Statute. (4.111)

67. Breakages

The Holder will immediately at the Holder's expense make good any breakage defect or damage to the Improvements (including but not limited to broken glass) or to any adjoining premises or to any facility or appurtenance of the Lessor occasioned by want of care misuse or abuse on the part of the Holder or the Holders sub-tenants or other persons claiming through or under the Holder or otherwise occasioned by any breach or default of the Holder hereunder. (4.112)

68. Infectious Illness

The Holder will in the event of any infectious illness occurring on the premises forthwith give notice thereof to the Lessor and to the proper public authorities and at the Holder's own expense the Holder will thoroughly fumigate and disinfect such part or parts of the Premises as are affected by any such infectious illness to the satisfaction of the Lessor and such public authorities and otherwise comply with their reasonable and lawful requirements in regard to the same. (4.113)

69. Use of Plumbing

The Holder will not use permit or suffer to be used the lavatories toilets sinks and drainage and other plumbing facilities in the Premises for any purpose other than those for which they were constructed or provided and shall not deposit or permit to be deposited any sweepings rubbish or other material and any damage thereto caused by such misuse shall be made good by the Holder forthwith. (4.114)

70. Notification of Accident

The Holder will give to the Lessor prompt notice in writing of any serious accident to or serious defect or want of repair in any of the Improvements facilities devices contrivances services to or fittings in the Premises which

in any way is likely to cause any serious danger risk or hazard to the Premises or any person therein unless such defect unsafeness weakness or want of repair is capable of being and is promptly remedied by the Holder. (4.115)

71. Fire Safety Equipment

- (a) For the purposes of this clause the term "Fire Control Authority" means the New South Wales Fire Brigades, or any other authority or body responsible for fire safety or the certification of fire fighting equipment or fire plans.
- (b) The Holder will:
 - (i) provide and maintain at the Premises and keep readily available for use proper fire extinguishing appliances and the Holder will not use permit suffer or allow the same to be used for other than fire extinguishing purposes;
 - (ii) take all necessary steps to obtain from the Fire Control Authority and furnish to the Lessor prior to the first day of July in each and every year during the Term and also after any alteration and/or addition to any new Improvements at the Premises and/or a change in user of the premises a Certificate that the fire extinguishing appliances at the Premises provide in their nature number and location a reasonable standard of fire protection of such premises (and of any vessel which may from time to time be moored thereat or adjacent thereto) and shall at all reasonable times and on reasonable prior notice during the Term allow all persons authorised by the Fire Control Authority to enter the Premises to ascertain whether the fire extinguishing appliances thereat comply with the provisions of this clause;
 - (iii) keep all fire extinguishing appliances at the Premises in good and efficient condition at all times; and
 - (iv) make application to the Fire Control Authority for and do all things necessary to endeavour to obtain the abovementioned certificates and shall pay the Fire Control Authority all fees payable in respect of the issuing of such Certificates. (4.116)

72. Holder to Eradicate Noxious Plants Animals etc.

The Holder will take steps to eradicate or control all noxious plants noxious animals and noxious insects on the Land which he may by law be required to eradicate or control. (4.128)

73. Quiet Enjoyment

The Lessor covenants with the Holder that the Holder paying the rent and performing and observing the covenants and conditions herein shall and may peaceably and quietly possess and enjoy the Premises during the Term without any interruption from or by the Lessor or any person claiming from or under the Lessor. (4.214)

74. Entry by the Public

The Holder will allow the public to have access over that part of the Premises specified in Column 2 of Item 108 of Schedule 1 and any such part of the Premises shall be suitably signposted. Otherwise the Holder may prohibit unauthorised entry to the remainder of the Premises. If required by the Minister plans showing the areas where public access is authorised and unauthorised will be displayed in a prominent location at the entrance to the Premises. (4.216)

75. Withdrawal of Land - No Compensation

The Minister may pursuant to section 136 of the CLA withdraw such parts of the land comprised in this Lease as are specified or referred to in Column 2 of Item 109 of Schedule 1 that is required for a public purpose and no compensation shall be payable in respect of such a withdrawal. (4.217)

76. Holder not to remove Materials Except with Consent

- (a) The Holder will not mine remove extract dig up or excavate any sand stone gravel clay loam shell or similar substance or permit any other person to undertake any such action without the prior consent in writing of the Lessor and subject to such conditions as the Lessor may determine.
- (b) Subclause (a) shall not apply to any removal digging up or excavation as may be necessary to construct or undertake any improvement or alteration authorised by or under this Lease provided that any such removal digging up or excavation is undertaken in accordance with the requirements of that authority.
- (c) The Minister and the Holder expressly agree that a failure by the Holder to comply with any condition imposed pursuant to subclause (a) shall constitute a failure by the Holder to comply with a provision or covenant of this Lease. (4.227)

77. Dispute Resolution Procedure

- (a) In the event that the Lessor and the Holder are in dispute regarding any matter relating to or arising out of this Lease other than -
 - (i) in respect of any approvals or consents to be granted by the Lessor to the Holder; or
 - (ii) where the Lessor or the Minister is acting in a statutory capacity or statutory authority; or
 - (iii) where the dispute concerns a determination of the rent payable under this Lease

the Minister may either on his own initiative or on the request of the Holder refer the dispute to the Local Land Board for inquiry and report pursuant to section 22 of the CLA and the Lessor the Minister and the Holder hereby expressly agree to observe and be bound by the terms of any such report by the Local Land Board.
- (b) For the purposes of this clause "Local Land Board" means the local land board constituted under section 20 of the CLA for the land district in which the Land is situated. (4.232)

78. Holder to keep Proper Business Records

The Holder will keep and maintain proper business records of the income and expenditure pertaining to any business calling or undertaking carried out on the Premises and shall permit the Lessor or any person authorised by the Lessor to inspect from time to time the said records. (4.235)

79. No Holding Out

The Holder will not in connection with the Premises or otherwise directly or indirectly hold out or permit to be held out to any member of the public any statement act deed matter or thing indicating that the Premises or the business conducted or operated thereon or any part or parts thereof are or is being carried on or managed or supervised by the Lessor or the Minister nor shall the Holder act as or represent itself to be the servant or agent of the Lessor or the Minister. (4.236)

80. Holder to Yield Up

The Holder will forthwith upon the determination of this Lease peaceably surrender and yield up to the Lessor the Premises in good condition reasonable wear and tear excepted together with all conveniences amenities and

appurtenances relating thereto clear and free from rubbish and in good and substantial repair order and condition in every case having regard to the age of what is being surrendered or yielded up. (4.239)

81. No Right to Purchase etc.

The Holder expressly acknowledges that the grant of this Lease does not confer a right to purchase the land or to the grant of a further lease or to the grant of any licence. (4.242)

82. Special Conditions

The special conditions specified or referred to in Column 2 of Item 130 of Schedule 1 shall be deemed to be conditions and provisions of this Lease. (4.243)

***** End of Lease Clauses *****

SCHEDULE 1

Item	Paragraph No	Column 1 (description of variable particulars)	Column 2 - (particulars)
1	16	Holder's Address for service of notices	142 Addison Rd MARRICKVILLE NSW 2204
2	16	Lessor's or Minister's Address for service of notices	Department of Lands PO Box 3935 PARRAMATTA NSW 2124
3	17	Person and address for payment of rent	The Cashier Department of Lands PO Box 3720 PARRAMATTA NSW 2124
9	24	Initial Rent	\$81,000
10	24	Market Rent Review Date (First)	1st January, 2009
11	24	Market Rent Review Period	5 years
36	30	Permitted Use	Community Centre and Recreation
39	47	Insurance - Public Risk	\$10 million
65	60	Initial Painting - period	2 years
66	60	Painting - period	Every 5 years
108	74	Premises to which public to have access	All buildings and grounds under supervision
109	75	Land which may be withdrawn	As required for any public purpose
130	82	Special conditions or provisions	.See Schedule 2

***** End of Schedule 1 *****

SCHEDULE 2

83. Fencing

The lessee shall maintain the boundary fences in an effective state of repair during the term of the lease.

84. No Liquor Allowed on Premises

The granting of a liquor licence to cover any premises on the land leased will render the lease liable for forfeiture except in the event of a one off festival where a special function licence will be permitted.

85. Maintenance of Grounds

All grassed, paved and garden areas are to be maintained to a standard consistent with other public garden and recreation areas in the Marrickville Local Government Area.

86. Caretaker Residence

Notwithstanding Clause 32 a caretaker residence is permitted on the site.

87. Pest Control

The lessee shall ensure annual pest control is undertaken to keep all improvements free from white ants, borers etc.

88. Subleases and Licences

Notwithstanding Clause 38 all subleases and licences which require registration on title will need the consent in writing of the Lessor. All short term and casual licences will need to be compatible with the purpose of the lease and details forwarded to the Department of Lands annually.

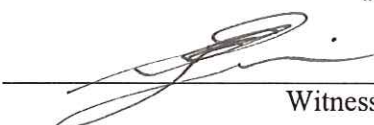
***** End of Schedule 2 *****

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Witness


Lessor

Greg Foster by delegation pursuant to section 180 of the Crown Lands Act 1989 and with authority under section 13L of the Real Property Act 1900 from the Minister administering the Crown Lands Act 1989 on behalf of the State of New South Wales


Lessee


Lessee