

LEASE
New South Wales
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Revenue NSW use only

(A) TORRENS TITLE

Property leased
Folio Identifier 1/115055

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any Dawson Lawyers, PO Box 321, Wollongong East NSW 2520 Tel: (02) 4226 2467	CODE L
	Reference: SCD:JAP:12317	

(C) LESSOR

Damian Patrick Ryan, Derek Norman Howard and Darren Charles Wheeler

The lessor leases to the lessee the property referred to above.

(D)

Encumbrances (if applicable):

(E) LESSEE

Figtree RSL Bowling Club Limited ACN 001 058 662 ABN 59 001 058 662

(F)

TENANCY:

- (G)**
- TERM** 5 years
 - COMMENCING DATE** 01 November 2021
 - TERMINATING DATE** 31 October 2026
 - With an **OPTION TO RENEW** for a period of 5 years plus 5 years plus 5 years set out in clause 15 of Annexure A
 - With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
 - Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.
 - Incorporates the provisions or additional material set out in **ANNEXURE(S)** A hereto.
 - Incorporates the provisions set out in N.A. No. N.A.
 - The **RENT** is set out in clause No. 2 of Annexure "A" and Reference Schedule ITEM

DATE

(H)

I certify I am an eligible witness and that the lessor signed this dealing in my presence.
[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the lessor.

Signature of witness:

Signature of lessor:

Name of witness:
Address of witness:

Certified correct for the purposes of the Real Property Act 1900 by the company named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.
Company: Figtree RSL Bowling Club Limited ACN 001 058 662
Authority: section 127 of the Corporations Act 2001

Signature of authorised person: *[Signature]*
Name of authorised person: *LARRY MATTHEWS*
Office held: *PRESIDENT*

Signature of authorised person: *[Signature]*
Name of authorised person: *PAUL MACK*
Office held: *GENERAL MANAGER*

(I) STATUTORY DECLARATION*

I solemnly and sincerely declare that—

- 1. The time for the exercise of option to _____ in expired lease No. _____ has ended; and
- 2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at _____ in the State of New South Wales on _____
in the presence of _____ of _____

- Justice of the Peace (J.P. Number: _____) Practising Solicitor
- Other qualified witness [specify]

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

- 1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
- 2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a _____
[Omit ID No.]

Signature of witness:

Signature of applicant:

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

** s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.
ALL HANDWRITING MUST BE IN BLOCK CAPITALS

Annexure to Lease

PARTIES:

DAMIAN PATRICK RYAN, DEREK NORMAN HOWARD AND DARREN CHARLES WHEELER - Lessor
FIGTREE RSL BOWLING CLUB LIMITED ACN 001 058 662 - Lessee

I certify that I am an eligible witness and that the Lessor signed this dealing in my presence.
[See note* below]

Signature of witness



Name of witness:

PETER LIPSCOMB

Address of witness:

92 THE AVENUE
MT ST THOMAS
NSW 2500

I certify that I am an eligible witness and that the Lessor signed this dealing in my presence.
[See note* below]

Signature of witness



Name of witness:

PETER LIPSCOMB

Address of witness:

92 THE AVENUE
MT ST THOMAS
NSW 2500

I certify that I am an eligible witness and that the Lessor signed this dealing in my presence.
[See note* below]

Signature of witness



Name of witness:

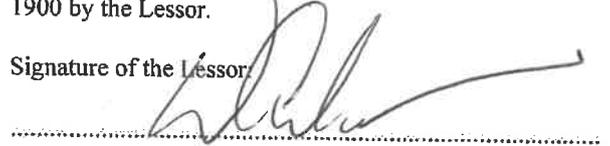
PETER LIPSCOMB

Address of witness:

92 THE AVENUE
MT ST THOMAS
NSW 2500

DARREN CHARLES Wheeler.
Certified correct for the purposes of the Real Property Act 1900 by the Lessor.

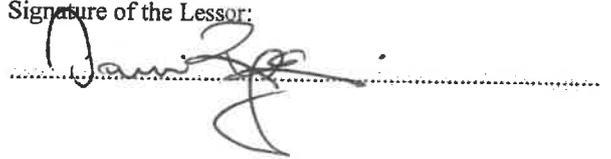
Signature of the Lessor:



Damian Ryan.

Certified correct for the purposes of the Real Property Act 1900 by the Lessor.

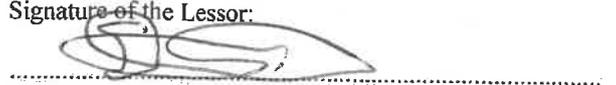
Signature of the Lessor:



DEREK NORMAN HOWARD.

Certified correct for the purposes of the Real Property Act 1900 by the Lessor.

Signature of the Lessor:



This is the annexure "A" referred to in the Lease between
Damian Patrick Ryan, Derek Norman Howard and Darren Charles Wheeler (the
"Lessor") and Figtree RSL Bowling Club Limited ACN 001 058 662 (the "Lessee")

Dated the _____ day of _____ 2022.

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1. DEFINITIONS AND INTERPRETATIONS

1.1 In this Lease, unless the contrary intention appears:

"Accounting Period" means either the calendar or financial year on which basis the Lessor's accounts are kept.

"Authority" means any government, statutory, public or other authority or similar body having jurisdiction over the Building or the Land or any matter or thing relating to the Building or the Land.

"Base Rent" means the amount set out in Item 1 as reviewed in accordance with clause 3.1.

"Building" means any building and/or structures or improvements existing now or which may be erected after the Commencement Date on the Land.

"Business Day" means any day that is not a Saturday, Sunday or gazetted public holiday in the state of New South Wales.

"Commencement Date" means the date specified in Item 10.

"Claims" means all threatened or actual actions, proceedings, demands, damages, losses, claims, costs, expenses and liabilities, whatsoever, including claims for Consequential Loss.

"Common Areas" means those parts of the Building which are allocated by the Lessor from time to time for common use by the lessees of the Building or their employees customers and the public including but not limited to roads, car parks, elevators, escalators, ramps, stair ways, walk ways, path ways, corridors, entrance ways, exits, courts, foyers, pedestrian malls, toilets, wash rooms, recreational areas, storage areas and loading docks.

"Consequential Loss" means:

- (a) losses or damage not arising naturally, that is according to the usual course of things, from the relevant event giving rise to that loss or damage, whether or not that loss or damage may reasonably have been supposed to have been in the contemplation of the parties at the time they made this agreement, as the probable result of the relevant event;
- (b) indirect, economic, special or consequential loss; and
- (c) loss in the nature of loss of profits, revenue, data, production, opportunity, use or loss of production even if the relevant loss may reasonably have been supposed to have been in the contemplation of the parties at the time they made this agreement, as the probable result of the relevant event; and

To avoid any doubt, nothing in any paragraph of this definition qualifies, limits or otherwise affects the meaning of any other paragraph of this definition.

"Construction Project" has the same meaning as is given to that term under the WH & S Legislation.

"**Environment**" includes all aspects of the surroundings of human beings including:

- (a) the physical factors of those surroundings, such as the land, the water and the atmosphere;
- (b) the biological factors of those surroundings, such as the animals, plants and other forms of life; and
- (c) the aesthetic factors of those surroundings, such as their appearance, sounds, smells, tastes and textures.

"**Environmental Law**" means any law, State or Federal, which in any way regulates the use of or dealing with land and/or relates to the protection of the environment, persons and/or property from pollution caused by such use or dealing or otherwise.

"**Expiry Date**" means the date specified in **Item 11**.

"**Item**" refers to the item in the Reference Schedule being the item number identified in the relevant clause.

"**Land**" means the whole of the land described in the Certificate(s) of Title referred to on the cover page of this Lease.

"**Law**" includes any requirement of any statute, rule, regulation, proclamation, ordinance or by-law, present or future and whether state, federal or otherwise.

"**Lease**" means this Lease, the front cover sheet and any schedule to this Lease.

"**Lessee**" includes the Lessee referred to on the cover page of this Lease and its approved assigns and (where appropriate) its employees, agents, contractors and invitees.

"**Lessee's Property**" means all the Lessee's furnishings, fittings and goods brought on to the Premises by or on behalf of the Lessee or any previous occupier of the Premises.

"**Lessor**" includes the Lessor referred to on the cover page of this Lease in its capacity as trustee pursuant to **clause 18** and its assigns and (where appropriate) its employees and agents.

"**Lessor's Outgoings**" means any outgoings paid by or on behalf of the Lessor in respect of the Premises, the Building and/or the Land including but not limited to those outgoings listed in the Outgoings Schedule.

"**Market Rent Review Date**" mean the date specified in **Item 4(b)**.

"**Outgoings Schedule**" means the Outgoings Schedule described as such and forming part of this Lease.

"Permitted Use" means the use of the Premises as a Registered Club pursuant to the RCA.

"PPSA" means the *Personal Property Securities Act 2009* (Cth).

"PPSA Lease" has the meaning given by section 13 of the PPSA.

"Premises" means the Land and Building and includes the Lessor's fixtures, goods, plant and equipment in, on or affixed to the Land.

"Principal Contractor" has the same meaning as is given to that term under the WH&S Legislation.

"RCA" means the *Registered Clubs Act, 1976*.

"Redecorate" includes repainting, revarnishing, repapering and recarpeting to the reasonable satisfaction of the Lessor, all parts of the Premises that were painted, varnished, papered or carpeted at the earlier of the Commencement Date or the date that the Lessee is first given access to the Premises.

"Reference Schedule" means the Reference Schedule of this Lease.

"Rent" means Base Rent.

"Security" means any or all of:

(a) a charge, mortgage, lien or pledge; or

(b) a security interest within the meaning of the PPSA.

"sub-Branch" means the sub-Branch of The Returned And Services League Of Australia (New South Wales Branch) named in **Item 3**.

"SWMS" is a safe work method statement under the WH&S Legislation.

"Term" means the Term referred to on the cover page of this Lease and any holding over period under this Lease.

"WH&S Legislation" means the *Work Health and Safety Act 2011 (NSW)*, the *Work Health and Safety Regulation 2011 (NSW)* and any other applicable health and safety legislation and regulations and any other similar legislation and codes.

"WHS Management Plan" means a work health and safety management plan under the WH & S Legislation.

"Works" means any building, renovation, refurbishment or other works to the Premises other than pursuant to the Lessee's obligations in this Lease to maintain and repair.

1.2 The implied covenants and powers otherwise implied by virtue of Sections 84, 84A, 85 and 86 of the *Conveyancing Act 1919* are expressly negated.

1.3 In this Lease:

- 1.3.1 words denoting the singular number include the plural and vice versa; and
- 1.3.2 headings are for convenience only and do not affect interpretation.
- 1.4 If, under the provisions of this Lease or under any notice or demand served pursuant to the provisions of this Lease, anything is required to be done on a day which is not a Business Day, then the day for compliance is deemed to be the Business Day immediately following that day.
- 1.5 If there are 2 or more lessors, or 2 or more lessees under this Lease (including while the lease or the reversion is held by legal personal representatives, successors or assigns), each of them is jointly and severally liable under this Lease.
- 1.6 If, either under the common law or by force of legislation, any provision of this Lease is or becomes legally ineffective then that provision is to be severed from the Lease which is otherwise to remain effective.
- 1.7 A reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- 1.8 The word including (in any form) when introducing a list of items does not limit the meaning of the word to which the list related to those items or to items of a similar kind.
- 1.9 The provisions of this Lease are governed by and to be construed in accordance with the Law of the State of New South Wales.
- 1.10 This Lease contains the whole of the agreement between the Lessor and the Lessee relating to the Premises and the lease of the Premises by the Lessor to the Lessee.

2. RENT AND TERM

- 2.1 The Lessor grants to the Lessee and the Lessee accepts a lease of the Premises beginning on the Commencement Date and ending at midnight on the Expiry Date on the terms and conditions of this Lease.
- 2.2 The Lessee must pay to the Lessor, without deduction or set-off, the annual Base Rent specified in Item 1 (as adjusted) by the equal monthly instalments specified in Item 2 ("Instalments") (as adjusted), in advance, in cleared funds as directed by the Lessor in writing.
- 2.3 The first of the Instalments of Base Rent is due on the Commencement Date and all subsequent Instalments are due on the same day of each successive month.

3. BASE RENT REVIEW

- 3.1 The Base Rent will be reviewed in accordance with this clause 3.1 if CPI Review Dates are set out in Item 4 (a) ("Review Date"), then the Base Rent will be reviewed to an amount represented by A in the following formula:

$$A = \frac{B \times C}{D}$$

Where:

A = the annual Base Rent in dollars for the twelve months following the Review Date;

B = the Base Rent payable immediately before the Review Date;

C = the Consumer Price Index ("Index") (Sydney-All Groups) Number ("CPI Number") as issued by the Australian Bureau of Statistics ("ABS") for the last quarter before the Review Date; and

D = the CPI Number for the same quarter ending 12 months before the Review Date.

- 3.2 If the Index is discontinued then, for the purposes of this clause, the CPI Number is to be the CPI Number of the price index which replaces the Index or, if there is no substitute then of any price index kept by the ABS which the Lessor may select at the Lessor's absolute discretion ("New Index") to which the Lessor may make the appropriate arithmetical adjustment for differences between the Index and the New Index, if required.

4. PAYMENT OF OUTGOINGS

- 4.1 The Lessee is to pay for separately metered services to the Premises including but not limited to telephone, gas and electricity.
- 4.2 The Lessee must pay to the Lessor the Lessor's Outgoings, in respect of the Premises in the same manner as Base Rent is paid under clause 2.2.
- 4.3 The Lessor will make available to the Lessee a written expenditure statement of the actual Lessor's Outgoings, for each Accounting Period, within two (2) months of the end of the relevant period.
- 4.4 The Lessor will give the Lessee a written report of the actual Lessor's Outgoings, for each Accounting Period ("Report") within 3 months of the end of the relevant period.
- 4.5 If the Lessor's estimate of Lessor's Outgoings is different to the actual Lessor's Outgoings paid during an Accounting Period, then the parties must make an appropriate adjustment within 1 month of the end of that Accounting Period or the date when the Lessor provides to the Lessee a statement itemising the actual Lessor's Outgoings, whichever date is the later.
- 4.6 Notwithstanding the provisions of clause 4.2, the Lessor may give notice to the Lessee to pay, or to reimburse the Lessor for the payment by the Lessor of, an individual component of the Lessor's Outgoings, e.g. insurance premiums, council rates or water rates. The Lessee agrees to pay or reimburse the individual component of the Lessor's Outgoings within 14 days from the date of the Lessor's notice.

5. OTHER PAYMENTS

- 5.1 The Lessee must also pay to the Lessor:
- 5.1.1 the Lessor's reasonable costs and disbursements in connection with this Lease;
 - 5.1.2 stamp duty (if any) payable on this Lease (and any fines not imposed as a result of any failure on the part of the Lessor to submit this Lease to the Revenue NSW or its successor, for assessment within the time required under the *Duties Act, 1997* or any Act relating to the payment of duty);
 - 5.1.3 the registration fee for the registration of this Lease at NSW Land Registry Services ;
 - 5.1.4 interest on any money payable by the Lessee to the Lessor if more than 14 days overdue at the rate prescribed from time to time under Schedule 5 to the *Uniform Civil Procedure Rules 2005* (as amended) or any succeeding legislation at the date of demand from the due date to the date of payment;
 - 5.1.5 the Lessor's reasonable costs and disbursements of considering any application by the Lessee for Lessor's consent (whether or not given) and on any surrender of this Lease;
 - 5.1.6 the Lessor's costs and disbursements (on a solicitor and own client basis) in connection with a default by the Lessee under this Lease including, but not limited to, enforcement costs; and
 - 5.1.7 the costs to the Lessor of obtaining any mortgagee's consent to this Lease and/or to any request for the Lessor's consent requiring the consent of any mortgagee.

6. USE OF THE PREMISES

- 6.1 The Lessee must at its own cost:
- 6.1.1 use the Premises only for the Permitted Use;
 - 6.1.2 keep the Premises open for business during the trading hours usual for the Permitted Use;
 - 6.1.3 comply with all laws and requirements of any relevant authority regulating the Permitted Use including obtaining and (where relevant) maintaining any required consent or licences;
 - 6.1.4 keep the Premises clean and free of vermin;
 - 6.1.5 notify the Lessor as soon as practicable of any contagious illnesses or structural defects requiring the urgent attention of the Lessor;
 - 6.1.6 take all responsible steps to secure the Premises against unlawful entry; and

- 6.1.7 promptly remove from the Premises, when directed by the Lessor, any obsolete or non-operational plant and equipment, and make good any damage occasioned to the Premises in the course of such removal.
- 6.2 The Lessor makes no warranty as to the suitability of the Premises for the Permitted Use.
- 6.3 The Lessee must not do anything or permit or allow anything to be done on or in relation to the Premises which, in the reasonable opinion of the Lessor, is:
 - 6.3.1 annoying, offensive or dangerous to other occupiers of the Building or to the owners or occupiers of land or buildings in the vicinity of the Premises;
 - 6.3.2 illegal; and/or
 - 6.3.3 liable to void any insurance in respect of the Premises or increase any insurance premium.
- 6.4 The Lessee must not:
 - 6.4.1 use the Common Areas, toilet, sinks and drainage for any purpose other than that for which they were constructed or intended;
 - 6.4.2 hold any auction (other than an auction for charitable or community purposes), bankrupt, liquidation or fire sale on the Premises;
 - 6.4.3 overload the floors or walls; and/or
 - 6.4.4 without the prior written consent of the Lessor (which consent will not be withheld unreasonably):
 - 6.4.4.1 alter or carry out Works to the Premises; or
 - 6.4.4.2 erect signs, notices, advertisements that are not directly related to promoting or providing information regarding the Lessee's activities or business.
- 6.5 In carrying out Works to the Premises with the consent of the Lessor, the Lessee must comply with all Laws and the requirements and orders of any Authority, including, without limitation, by obtaining all necessary approvals and permits. The Lessee must also promptly provide to the Lessor copies of all approvals and permits and ensure that the Works are carried out in a proper and workmanlike manner by qualified and experienced contractors and tradesmen.

7. LESSOR'S COVENANT AND RESERVATIONS

- 7.1 So long as the Lessee is not in breach of this Lease and subject to the rights of entry reserved under this Lease, the Lessee may occupy the Premises for the Term without interruption or disturbance by the Lessor.
- 7.2 The Lessor reserves the right to:
 - 7.2.1 Subject to the consent of the Lessee, which consent will not be unreasonably withheld, use the roof and/or external walls of the Building, including for the purpose of permitting an advertiser to erect and display advertisements and other signs or permitting a carrier as defined under the *Telecommunications Act 1997 (Cth)* to use that area for the purposes of a

telecommunications base or relay station forming part of a telecommunications network, and to retain all profits generated from such use;

- 7.2.2 pass services through, over, under or around the Premises and to access the Premises for the purpose of installing, maintaining, repairing and/or replacing those services;
- 7.2.3 deal with the Land including, but not limited to, the granting of easements;
- 7.2.4 convert the title of the Land to Strata Title;
- 7.2.5 carry out any building work to the Building or on the Land after consultation and agreement by the Lessee which agreement will not be unreasonably withheld;

and the Lessee must do all that is reasonably necessary to enable the Lessor to exercise the rights reserved in this sub-clause including, but not limited to, the signing of consents or partial surrenders of the Lease in respect of the relevant areas of the Building.

- 7.3 The Lessor reserves the rights set out in **Schedule "1"** on behalf of itself and the sub-Branch. The Lessee covenants to provide the services set out in **Schedule "1"** to the sub-Branch and unless stated otherwise in **Schedule "1"**, at no cost to the sub-Branch.
- 7.4 The Lessor may carry out the Lessee's obligations on the Lessee's behalf if the Lessee does not carry out the Lessee's obligations on time (for example: if the Lessee does not do repairs or maintenance). The Lessee must reimburse the Lessor's costs of doing this on demand as a debt due.

8. REPAIRS AND MAINTENANCE

- 8.1 The Lessor must, subject to clause 8.2:

- 8.1.1 use all reasonable endeavours to maintain essential services, if any, supplied to the Premises by the Lessor but will not be liable to the Lessee for any failure in essential services whatsoever, unless caused by the negligence, wilful act or omission of the Lessor; and

- 8.1.2 maintain the Building in a structurally sound condition.

- 8.2 The Lessee must, at its cost:

- 8.2.1 keep the Premises in a good state of repair (fair wear and tear excepted) and comply with any notice served on the Lessee by the Lessor requiring the Lessee to carry out any repairs being the responsibility of the Lessee within, 14 days of the date of service;

- 8.2.2 maintain any shop front forming part of the Premises;

- 8.2.3 maintain the state of decoration of the Premises to a standard at least commensurate with the earlier of that existing at the Commencement Date

or the date that the Lessee is first given access to the Premises and Redecorate on the dates specified in Item 5 of the Reference Schedule;

- 8.2.4 observe, perform and fulfil all the requirements of any law, statute, regulation or the requirement of any authority so far as they may apply to the Premises or to the conduct of the Permitted Use including without limitation items of a structural nature;
- 8.2.5 maintain and keep in good working order and condition any fire protection and safety equipment servicing the Premises including all sprinklers, alarms, hose cocks, hoses and reels, extinguishers, detectors and the like to the standards prescribed or recommended by the Fire and Rescue NSW, the Building Code of Australia and/or the Standards Association of Australia and comply with any notice served on the Lessee by the Lessor requiring the Lessee to undertake the necessary acts to ensure compliance with this sub-clause, within 14 days from the date of service of such notice (or such longer period as agreed in writing between the parties acting reasonably and in good faith taking into account the potential risks and consequences of such non-compliance, the nature and extent of any works required to remedy the non-compliance and the date (if any) by which any relevant authority specifies as the date by which the non-compliance must be remedied).
- 8.2.6 do all things necessary to enable an Annual Fire Safety Statement for the Premises to be issued by the Lessor in a timely manner and in accordance with the provisions of Division 5 of Part 9 of the *Environmental Planning and Assessment Regulation 2000*, and specifically the Lessee must provide all required verifications of each relevant essential fire safety measure for the Premises at least 1 month prior to the due date for the lodgment of the Annual Fire Safety Statement with the local council authority and Fire and Rescue NSW.
- 8.2.7 keep the waste pipes, drains, grease arrestor , gutters and conduits within or servicing the Premises in a clean, clear and free flowing condition and employ licensed experienced and competent tradespersons meeting any criteria specified by the Lessor, to clean any blockages.
- 8.2.8 immediately give notice to the Lessor of any item the Lessor is required to repair under this Lease.
- 8.3 Notwithstanding the provisions of clause 8.1.2, the Lessee must perform any structural work required to the Premises arising from the use of the Premises, or after having first obtained the written consent of the Lessor, at the Lessee's cost and only in accordance with the written directions of the Lessor, and must not otherwise perform any structural works.

9. RIGHT OF ENTRY

9.1 The Lessor may with or without workmen, materials and plant and equipment enter the Premises:

9.1.1 at all reasonable times on first providing reasonable notice:

- 9.1.1.1 to perform any obligation of the Lessor under this Lease;
 - 9.1.1.2 to inspect the Premises; and
 - 9.1.1.3 to show the Premises to prospective purchasers and/or lessees and in this regard to erect "For Sale" signs at any time and "To Let" signs no earlier than 6 months before the Terminating Date.
- 9.1.2 at any time:
- 9.1.2.1 in the case of an emergency; or
 - 9.1.2.2 to rectify any default by the Lessee, including but not limited to, any failure by the Lessee to comply with a notice served under clause 8.2.1, the cost of which rectification will become immediately payable by the Lessee to the Lessor.

10. DEALINGS WITH THE INTEREST OF PARTIES UNDER THIS LEASE

- 10.1 The Lessor may assign or transfer its interest under this Lease to any third party at any time at which time the Lessor will be released from any obligation to the Lessee under this Lease.
- 10.2 The Lessee must not sub-let, grant a license or concession in respect of or part with possession of any part of the Premises or transfer, assign, mortgage, charge or otherwise encumber the Lessee's interest under this Lease.
- 10.3 Without limiting clause 10.2, a request for any dealing by the Lessee with the Premises must be made by the Lessee in writing to the Lessor. The request must be accompanied by sufficient information to enable the Lessor to establish the financial resources and skills of the proposed transferee or assignee to the Lessor's reasonable satisfaction.

11. INSURANCE

- 11.1 The Lessee must effect and maintain with insurers approved by the Lessor (which approval will not be unreasonably withheld) in the joint names of the Lessee and Lessor, (except in the case of the insurance referred to in clause 11.1.4, which need only be effected and maintained in the name of the Lessee) the following insurances in respect of the Premises:
 - 11.1.1 Insurance for the Building and other improvements on the Land against damage by fire, storm, tempest and explosion and other usual risks on a reinstatement/replacement basis, and loss of Rent;
 - 11.1.2 Public liability in an amount for each accident or incident not less than the sum specified in Item 6 or such other sum as the Lessor may specify by notice in writing to the Lessee;
 - 11.1.3 Plate or other glass;
 - 11.1.4 Worker's compensation covering, to the extent that the Lessee may do so under the law relating to workers compensation, all workers (including those effecting repairs, maintenance, alterations or additions to the

Premises) with a common law extension or endorsement in any amount approved by the Lessor; and

11.1.5 any other insurance reasonably required by the Lessor.

11.2 The Lessee must produce to the Lessor on demand evidence of the currency of the insurances effected in accordance with clause 11.1.

12. DEFAULT

12.1 The Lessor may terminate this Lease and/or take or demand possession of the Premises if:

12.1.1 the Lessee repudiates the Lease;

12.1.2 the Lessee breaches an Essential Term of this Lease as defined under clause 12.2;

12.1.3 the Lessee fails to comply with a term of this Lease which is not an Essential Term where the failure to comply:

12.1.3.1 can be remedied but is not remedied within a reasonable time of receipt of a written request from the Lessor;

12.1.3.2 cannot be remedied but can be compensated for and the Lessee fails to pay compensation within a reasonable time of a request for compensation; or

12.1.3.3 cannot be remedied or compensated for;

12.1.4 a receiver, receiver and manager, administrator, provisional liquidator or liquidator is appointed in respect of the Lessee or any of the Lessee's Property.

12.2 "Essential Term" includes:

12.2.1 the payment of Rent within 14 days (even if late payment is accepted) - clause 2;

12.2.2 the payment or reimbursement of Outgoings - clause 4;

12.2.3 the Permitted Use - clause 6;

12.2.4 the Lessee's obligation to effect repairs to the Premises - clause 8;

12.2.5 the provisions relating to dealings with the Lessee's interest under this Lease - clause 10; and

12.2.6 the Lessee's obligations to effect and maintain policies of insurance - clause 11.

12.3 In the case of a breach by the Lessee of an Essential Term then, in addition to the rights of the Lessor under clause 12.1, the Lessor can recover damages for any loss suffered in respect of the Term, subject to any obligation on the Lessor to mitigate such loss.

13. INDEMNITY & LIABILITY

13.1 Indemnity

The Lessee indemnifies the Lessor against all Claims in connection with:

13.1.1 damage to the Premises or loss or damage to anything in it or near it; and

13.1.2 injury to or death of any person,

caused by:

13.1.3 the negligent or wilful act or omission or default of the Lessee; or

13.1.4 some danger created by the Lessee, whether or not the existence of that danger was or ought to have been known to the Lessee.

13.2 Work Health and Safety

The Lessee occupies, uses and keeps the Premises at the risk of the Lessee and releases, to the extent permitted by Law the Lessor, the Lessor's employees and agents, from any liability or obligation to the Lessee (or any person claiming through the Lessee) in respect of all Claims in connection with damage to the Premises or loss or damage to anything in or near it as well as injury to or death of any person arising by reason of the grant of this Lease, or out of or in connection with the possession or use of the Premises by the Lessee unless caused by the negligence or wilful act or omission or default of the Lessor.

13.3 WH&S Legislation

Without limiting the operation of clause 13.2, the Lessor and the Lessee agree, for the purposes of the WH&S Legislation and the *Smoke-Free Environment Act 2000 (NSW)*, that the Lessee is the occupier of, and has the management and control of, and conducts a business or undertaking from the Premises. The Lessee hereby releases and holds harmless the Lessor from all or any obligations under such legislation that apply in respect of the Premises.

13.4 Principal Contractor

Unless the Lessor appoints in writing a person other than the Lessee as Principal Contractor in relation to any Construction Project undertaken in or to the Premises by or at the request of the Lessee, the Lessor:

13.4.1 appoints the Lessee as the Principal Contractor; and

13.4.2 authorises the Lessee to exercise the authority of the Lessor as is necessary to enable the Lessee to discharge the responsibilities imposed on a Principal Contractor.

13.5 Compliance

It is agreed:

13.5.1 that the Lessee must comply with the requirements of the WH&S Legislation regarding any Construction Project in respect of the Premises undertaken by the Lessee; and

13.5.2 without limiting the generality of clause 13.4, that if the Lessee is appointed (or is deemed to be appointed) as the Principal Contractor, the Lessee must:

13.5.2.1 comply with all requirements imposed on a Principal Contractor under the WH&S Legislation;

13.5.2.2 ensure that, at least 48 hours prior to the commencement of the works for the Construction Project, the scope of the Construction Project is outlined and the intention to undertake the Construction Project is notified to the Lessor;

13.5.2.3 display in accordance with the provisions of the WH&S Legislation, the name of the Principal Contractor and contact details including after-hours/emergency numbers at the place where the Construction Project is to be conducted; and

13.5.2.4 ensure that the Lessee's proposed contractors in relation to the Construction Project have provided to the Lessor certificates of currency for contractors' public liability insurance and workers compensation or income protection insurance together with a SWMS and a WHS Management Plan which complies with the WH&S Legislation and is on terms acceptable to the Lessor, acting reasonably.

13.6 Release and Indemnity

13.6.1 The Lessee will, on and from the earlier of the date of this Lease, the Commencement Date or the date that the Lessee is first given access to the Premises (as the case may be) to the extent permitted by Law, indemnify the Lessor against all Claims which may arise as a result of any breach by the Lessee of this clause or of the obligations applicable to the Principal Contractor under the WH&S Legislation.

13.6.2 The Lessee releases and indemnifies the Lessor against all Claims arising out of or in connection with a breach by the Lessee of its obligations under this clause 13 except to the extent that any damage, loss, expense, liability or claim was caused or contributed to by the negligent or wilful act or omission or default of the Lessor.

13.7 Inconsistency

The provisions of this clause 13 will continue to apply notwithstanding the expiry or earlier termination of this Lease and to the extent of any inconsistency or conflict between this clause 13 and any other clause in this Lease, this clause 13 prevails.

13.8 Liability of Lessor

The Lessor is not liable for damage to or loss of anything or injury to or death of any person caused by anything other than the negligent or wilful act or omission or default of the Lessor.

14. DAMAGE

- 14.1 If the Premises are damaged, the Lessee is not liable to pay to the Lessor the Rent or other money otherwise payable under this Lease (or a proportion of Rent or other money otherwise payable under this Lease if only part of the Premises are damaged) attributable to any period in which the Premises (or part of the Premises) cannot lawfully be used or is inaccessible due to that damage, unless that damage was caused by the negligence or a wilful act or omission or default of the Lessee.
- 14.2 If the Lessor notifies the Lessee in writing that it does not intend to repair the damage to the Premises, either party may terminate this Lease by 1 month's notice in writing, provided that in the case of the Lessee the damage was not caused by the negligence or a wilful act or omission or default of the Lessee. The provisions of this sub-clause do not prevent the Lessor from recovering any loss or damages from the Lessee in respect of any damage to which this clause applies.
- 14.3 If the Lessor fails to repair the Premises within a reasonable time of the Lessee requesting it to do so in writing then, provided that the damage was not caused by the negligence or a wilful act or omission or default of the Lessee, the Lessee may terminate this Lease by giving 14 days' notice in writing.

15. OPTION

- 15.1 If the Lessee wishes to renew this Lease for the option term (or terms) specified in **Item 7** it must:
- 15.1.1 serve on the Lessor notice to exercise the option term no earlier than 6 months and no later than 3 months prior to the Expiry Date (time being of the essence); and
 - 15.1.2 not be in breach of this Lease either when the notice is served or on the Expiry Date.
- 15.2 The new lease will be on the same terms as this Lease except for:
- 15.2.1 the Commencement Date which will be the date specified in **Item 8**;
 - 15.2.2 the Term which will be the period specified in **Item 7**;
 - 15.2.3 the Expiry Date which will be the date specified in **Item 9**;
 - 15.2.4 Base Rent, which will be determined in accordance with **clause 15.3**;
 - 15.2.5 Rent Review Dates, which will be annually during the Term;
 - 15.2.6 Redecoration Dates, which will be during the last three (3) months of the Term; and
 - 15.2.7 the inclusion of this **clause 15** unless, if there is more than one Option Term specified in **Item 7**, the new lease is in respect of any Option Term other than the last specified.

- 15.3 The Base Rent for the first year of the new lease will be the market rent at the Commencement Date of the new lease ("Market Rent") which will be determined as follows:
- 15.3.1 At any time not earlier than 12 months prior to the Expiry Date, the Lessor may serve on the Lessee a notice stating the Market Rent ("Rent Notice"). If no objection is made by the Lessee within 28 days of service of the Rent Notice then the Market Rent is as stated in that Rent Notice (time being of the essence).
- 15.3.2 If the Lessee serves a notice in writing stating that it does not agree with the Market Rent stated in the Rent Notice ("Notice of Objection") within the time specified in clause 15.3.1, then, if the parties have not agreed on Market Rent within 7 days of service of the Notice of Objection, the Market Rent is to be determined by a person appointed by agreement between the parties, or failing agreement, appointed by the President for the time being of The Australian Property Institute Inc (NSW Division), or its successor ("Valuer") at the request of either party.
- 15.3.3 The Valuer must be a registered independent valuer who:
- 15.3.3.1 has practised as a valuer for a continuous period of not less than 5 years at the time of appointment;
- 15.3.3.2 is a full member of the Australian Property Institute Inc (NSW Division); and
- 15.3.3.3 is qualified to practise as a valuer of the kind of premises demised by this Lease.
- 15.3.4 In determining the Market Rent, the Valuer is to act as an expert and not as an arbitrator.
- 15.3.5 The costs of the Valuer in determining the Market Rent are to be paid by the Lessee in full if the Market Rent is not more than 2% below the rent stated in the relevant Rent Notice or in full by the Lessor if the Market Rent is more than 2% below the rent stated in the relevant Rent Notice.
- 15.3.6 In determining the Market Rent the Valuer must:
- 15.3.6.1 disregard:
- 15.3.6.1.1 the value of any goodwill attributable to the Lessee's business and the value of the Lessee's Property;
- 15.3.6.1.2 any deleterious condition of the Premises;
- 15.3.6.1.3 any rental fee or moneys received pursuant to any sub-lease or any sub-tenancy agreement or occupational agreement which has not been approved by the Lessor pursuant to this Lease; and
- 15.3.6.1.4 any improvements made to the Premises or the Land by the Lessee.

15.3.6.2 have regard to:

- 15.3.6.2.1 the length of the Term;
- 15.3.6.2.2 the rental value of comparable premises (including but not to be limited to, the rent paid by other Returned and Services League of Australia Registered Clubs) but in doing so must make no deduction on account of any incentive provided as an inducement to enter into any lease of such premises;
- 15.3.6.2.3 the Permitted Use and any other use to which the Premises may be lawfully put;
- 15.3.6.2.4 the Guidelines for Valuer (if any) issued from time to time by the Returned and Services League of Australia (New South Wales Branch) in determining rental value of sub-Branch property.

15.3.6.3 assume:

- 15.3.6.3.1 that all covenants on the part of the Lessee and Lessor contained in the Lease have been fully performed and observed; and
- 15.3.6.3.2 in the event the Premises have been damaged or destroyed, that the Premises have been reinstated in accordance with this Lease.

15.3.6.4 For the purposes of clause 15.3.6.2.2, "incentive" means any inducement, incentive or concession whatsoever (including any premium or capital payment, any period of abatement or reduction of rent or other money paid for or by a Lessor or otherwise) in connection with the tenancy.

16. RIGHTS ON EXPIRY OR TERMINATION

- 16.1 If with the consent of the Lessor, the Lessee remains on the Premises other than under a new lease pursuant to clause 15, the Lessee will do so on a monthly tenancy on the same terms and conditions of this Lease which term may be terminated by either party by 3 months' notice in writing. The Lessee must pay the same Rent and Outgoings in the same manner, as was payable immediately prior to the expiration or termination of this Lease.
- 16.2 If on expiry or termination of this Lease the Lessee does not become a tenant under clause 15 or clause 16.1 then the Lessee must:
 - 16.2.1 vacate the Premises and leave them in (in the reasonable opinion of the Lessor) as good as or better condition than they were in at the earlier of the Commencement Date or the date that the Lessee is first given access to the Premises, fair wear and tear not caused by the Lessee's neglect or abuse excepted;

- 16.2.2 prior to the Expiry Date or earlier termination of this Lease remove the Lessee's Property and reinstate any alterations or Works made during the Term (unless and to the extent that the Lessor has waived this requirement) and make good any damage resulting from that removal or reinstatement.
- 16.3 If the Lessee fails to remove the Lessee's Property in accordance with the requirements of this clause, it becomes the property of the Lessor who may keep it or dispose of it and recover from the Lessee the cost of such removal or disposal.
- 16.4 Up until the point in time that the Lessee has complied with the provisions of clause 16.2.1, 16.2.2 and 16.2.3 of this Lease, the Lessee will be deemed to be holding over as a monthly tenant under this Lease.

17. POWER OF ATTORNEY

- 17.1 The Lessee appoints the Lessor as the Lessee's attorney.
- 17.2 This power of attorney is:
- 17.2.1 irrevocable by the Lessee;
 - 17.2.2 granted by the Lessee for valuable consideration to secure performance of the Lessee's obligations under this Lease and the Lessor's proprietary interest as Lessor; and
 - 17.2.3 exercisable by the Lessor when the Lessee is in default under this Lease.
- 17.3 This power of attorney is limited to permit the Lessor to take any action to protect the Lessor's interest under the Lease and in the Premises and to comply with any obligation of the Lessee under this Lease.

18. LESSOR AS TRUSTEE

- 18.1 The parties acknowledge and agree that the Lessor enters into this Lease in the capacity as Trustee for the real property of the sub-Branch ("the Trust") and in no other capacity.
- 18.2 Where a party makes a claim or pursues a remedy against the Lessor in respect of any cause of action, claim or loss arising:
- 18.2.1 under or in connection with this Lease;
 - 18.2.2 in connection with any transaction, conduct or other agreement contemplated by this Lease;
 - 18.2.3 in connection with any secured obligations;
 - 18.2.4 under or in connection with (to the extent permitted by law) any representation or undertaking given in connection with the Lease;
- that party:
- 18.2.5 will only be entitled to recover an amount of damages which does not exceed the amount that the Lessor actually recovers from the assets of the Trust by exercising its rights of indemnity; and

- 18.2.6 will not be entitled to pursue a remedy or seek to recover any shortfall by bringing proceedings against the Lessor personally, which would require the Lessor to expend money in excess of the amount that the Lessor (taking into account all other liabilities of the Trust) is able and entitled to recover from the assets of the Trust.
- 18.3 Without limiting any other provision of this clause, each party agrees and acknowledges that it will not:
- 18.3.1 seek to appoint an administrator or liquidator to the Lessor;
- 18.3.2 commence the winding-up, dissolution, official management or administration of the Lessor; or
- 18.3.3 appoint a receiver, receiver and manager, administrative receiver or similar officer to all or any of the assets of the Lessor except to the extent that the steps taken affect only the assets of the Trust and nothing else.
- 18.4 The Lessee waives its rights and releases the Lessor from any personal liability whatsoever in respect of any loss or damage which cannot be paid or satisfied out of the assets of the Trust.

19. CONSENT OF THE RETURNED AND SERVICES LEAGUE OF AUSTRALIA (NEW SOUTH WALES BRANCH)

- 19.1 The Lessor warrants that the Lessor has been duly authorised by the sub-Branch to enter into this Lease and that the consent of The Returned and Services League of Australia (New South Wales Branch) has been obtained.

20. USE OF THE PREMISES BY THE SUB-BRANCH

- 20.1 The Lessee must (at no cost) permit members of the sub-Branch and members of the sub-Branch women's auxiliary and (if relevant) the youth club, to hold meetings at such times and in such rooms of the Premises as the Executive of the sub-Branch reasonably requests.

21. LIQUOR LICENSING REQUIREMENTS

- 21.1 If the provisions of the RCA apply to the Lessee's use of the Premises, the Lessee must:
- 21.1.1 obtain a Club Licence ("Club Licence") pursuant to the *Liquor Act 2007 (NSW)* in respect of the Premises;
- 21.1.2 do anything required to maintain the Club Licence; and
- 21.1.3 otherwise comply with the requirements of the RCA and the *Liquor Act 2007 (NSW)*.

22. AIRCONDITIONING

- 22.1 If the Airconditioning (if any) of the Premises is:
- 22.1.1 by a ducted system which services all or part of the Building ("Airconditioning System"), then the Lessee will be responsible for the maintenance of the Airconditioning System; or

22.1.2 by a mobile or fixed unit which services the Premises only ("Airconditioning Unit"), then the Lessee will be responsible for the maintenance of the Airconditioning Unit.

22.2 The Lessee must keep current during the Term such maintenance and servicing contracts as the Lessor reasonably requires in relation to the Lessee obligations under clause 22.1 and provide the Lessor with such evidence as to the existence of and performance of the maintenance and servicing contracts as the Lessor requires including copies of reports, certificates and other statements issued in connection with those maintenance and servicing contracts.

23. COMMON AREAS

23.1 In respect of the Common Areas and any part of them, the Lessor may:

23.1.1 restrict access to particular lessees or classes of persons;

23.1.2 restrict or prohibit access during certain hours or days; and/ or

23.1.3 close them temporarily for the purpose of repair, renovation or service.

24. RULES AND REGULATIONS

24.1 The Lessor may from time to time promulgate rules and regulations not inconsistent with or in derogation of the rights of the Lessee under this Lease, relating to:

24.1.1 the use, safety, care and cleanliness of the Premises or the Land;

24.1.2 the preservation of good order therein;

24.1.3 the comfort of persons lawfully using the same;

24.1.4 the location and storage of garbage and refuse pending its removal;

24.1.5 the policing and regulating of traffic and the parking of motor vehicles on the Premises or the Land;

24.1.6 the external appearance of the Premises and the Land.

24.2 Any such rules and regulations not inconsistent with or in derogation of the rights of the Lessee may from time to time be repealed, amended or added to at the discretion of the Lessor and upon notice in writing thereof under the hand of the Lessor or its authorised agent being given to the Lessee shall be and become as binding upon the Lessee as if the same were expressly set forth herein as covenants on the part of the Lessee.

25. ENVIRONMENTAL COMPLIANCE

25.1 The Lessee warrants that the Permitted Use complies and will continue during the Term to comply with, any Environmental Law or the requirements of any statutory authority relating to environmental matters that apply to the Permitted Use.

- 25.2 The Lessee will do such things and execute such documents as are required to maintain and/ or renew any licences, authorisations or approvals relating to the compliance referred to in clause 25.1.
- 25.3 If any statutory authority issues a notice to the Lessee during the Term in respect of any environmental matter, the Lessee must comply with the requirements of that notice within the time specified, at the Lessee's expense.
- 25.4 The Lessee must notify the Lessor within 48 hours of the Lessee becoming aware of any breach of clause 25.1 or of the receipt of any notice referred in clause 25.3.
- 25.5 The Lessee must remedy any failure to comply with any Environmental Law, remediate any area of the Premises, the Building and/or the Land, or make good any damage caused to any person or property, as soon as is reasonably practicable.

26. NOTICE

- 26.1 Any notice direction or request hereunder to be given to the Lessee may be served upon the Lessee at the Premises in any manner mentioned in Section 170 of the *Conveyancing Act 1919* and may be signed on behalf of the Lessor by its managing agent, solicitor, attorney or by a director, associate director, manager or secretary of the Lessor and any notice so signed shall be conclusive evidence as to its execution and of the authority of the person whose name appears therein to sign the same.

27. DISPUTE RESOLUTION

- 27.1 All disputes or differences arising out of this Lease (other than a dispute as to the Market Rent under clause 15.3) will be resolved in accordance with this clause 27.

27.2 Notice of Dispute

Either party may at any time, notify the other party in writing that there is a dispute or difference concerning any matter in this Lease. That notice must:

- 27.2.1 identify the subject matter of the dispute;
- 27.2.2 identify the relevant provisions of this Lease;
- 27.2.3 annex copies of any correspondence, or background material and information relevant to that dispute; and
- 27.2.4 contain any particulars of quantification of the dispute ("Notice").

27.3 Parties to Confer

The parties must, within 21 days of the service of the Notice, meet in an attempt to discuss, and to reach a mutually acceptable decision, on the matter of the dispute.

27.4 Referral to Mediation

If:

27.4.1 the matter in dispute is not settled within 10 Business Days of the meeting referred to in the preceding paragraph, or such later date as the parties may agree, or

27.4.2 either party refuses to attend a meeting in accordance with clause 27.3, then the difference or dispute must be the subject of a mediation administered by the Australian Commercial Dispute Centre ("ACDC") or its successor, conducted and held in accordance with the mediation rules of the ACDC in force at the time of the appointment of a mediator.

27.5 The mediator will be appointed:

27.5.1 by the parties, from a panel suggested by the ACDC within twenty-eight (28) days of the referral of the difference or dispute for mediation; or

27.5.2 if a mediator is not appointed by agreement within that period, by the Secretary-General of the ACDC at the request of either party.

28. GENERAL

28.1 Entire Agreement

This Lease is the entire agreement between the parties on the subject matter. All representatives, communications and prior agreements with respect to the subject matter are merged in, and superseded by, this Lease.

28.2 Survival Indemnities

Each indemnity in this Lease is a continuing obligation, which is separate and independent from other obligations of the indemnifying party, and which survives expiry or termination of this Lease. It is not necessary for the Lessor to incur expense or make payment before enforcing a right of indemnity conferred by this Lease.

28.3 Waiver

No failure or delay by another party in exercising any right, power or remedy under this Lease will operate as a waiver of any breach of default by the other party. A single, or partial, exercise of any right, power or remedy does not prevent any further, or other, exercise of any right power or remedy.

28.4 Agent

The Lessor may by notice in writing appoint any person to act as its agent in relation to all or any of the rights and functions of the Lessor under this Lease.

28.5 No Partnership

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship or partnership or of principal and agent or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of rent nor any other provision contained herein, nor any acts of the parties hereto shall be deemed to create any relationship

between the parties hereto other than the relationship of Lessor and Lessee upon the terms and conditions only as provided in this Lease.

28.6 Antecedent Breaches

The expiry or termination of this Lease does not affect the rights of the Lessor for a breach of this Lease by the Lessee before the expiry or termination of this Lease, as the case may be.

28.7 Antecedent Obligations

The expiry or termination of this Lease does not affect the Lessee's obligations to make payments under this Lease in respect of periods before the expiry or termination of this Lease.

28.8 Approvals and Consent

The Lessor may give conditionally or unconditionally or withhold its approval or consent in its absolute discretion unless this Lease expressly provides otherwise. No approval or consent is effective unless given in writing by the Lessor.

28.9 Supervening Legislation

Any present or future Law which operates to vary the obligations of the Lessee in connection with this Lease with the result that the Lessor's rights, powers or remedies are adversely affected (including, without limitation, by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective at law.

28.10 PPSA

28.10.1 The Lessee waives its right to receive any verification statement (or notice of any verification statement) in respect of any financing statement or financing change statement relating to any Security in favour of the Lessor created under this Lease.

28.10.2 Neither party is permitted to disclose information under section 275(4) of the PPSA unless section 275(7) of the PPSA applies.

28.10.3 The Lessor and the Lessee contract out of the Lessor's obligation to dispose of or retain collateral under section 125 of the PPSA, and the Lessee's rights to receive any notice under section 130 and section 135 of the PPSA and to receive any statement and account under section 132 of the PPSA.

29. IMPROVEMENTS

29.1 The Lessee acknowledges that the Lessor is the legal owner of the Premises.

29.2 In the event that the Lessee during the Term or of any extension thereof carries out any building, renovation, refurbishment or other Works to the Premises, the Lessee shall not be entitled to claim any set-off, reduction in rent or other benefit if such Works, building, renovation or refurbishment has the effect of increasing the value of the Building, Premises or the Land. For the purposes of any rent review or for

the assessment of Market Rent, the value of the Premises will be assessed upon the basis of their state and condition as at the date of such review.

- 29.3 At the expiration of this Lease or of any extension thereof, the Lessee shall not be entitled to make any claim against the Lessor in respect of any monies expended by the Lessee during the term of the Lease or during any extension thereof, upon any building, renovation or refurbishment of the Building or the Premises, or of any expenditure in respect of any plant, fittings, fixtures, installations or equipment, which by virtue of their incorporation into the Premises are deemed to be lessor's fixtures.
- 29.4 In the event that the Lessee, during the Term or any extension thereof, has carried out any Works such Works shall, subject to **clause 29.5**, become and remain the absolute property of the Lessor at the expiration or sooner determination of this Lease or any extension or renewal of it, unless the Lessor has directed the Lessee to remove some or all of the building, fixtures, improvements, alterations and additions comprising the Works pursuant to **clause 29.5**.
- 29.5 Notwithstanding anything else herein contained, at the Expiry Date or sooner determination of this Lease, the Lessor may in writing direct the Lessee to remove at its own cost all or part of the Works, with the exception of those Works previously approved by the Lessor. If so required, the Lessee must effect such removal within 3 months so as to do as little damage as possible and must restore, to the satisfaction of the Lessor, the Premises to the same or substantially the same condition as they were in immediately prior to the erection or construction of the Works.
- 29.6 During the Term or earlier determination of the Lease, the Lessee must not take down, remove or carry away or in any way deal with the Works in such a way as to prejudice the Lessor's contingent interests as owner of the Works in accordance with **clause 29.4**. For the removal of doubt it is acknowledged that pending the passing of property in the Works to the Lessor (if at all), the Works remain the property of the Lessee having regard to any part of the Works which the Lessor has not directed be removed.

30. GOODS AND SERVICES TAX

- 30.1 "GST" means any tax, levy, charge or impost implemented under the *A New Tax System (Goods and Services Tax) Act* ("GST Act") or an Act of the Parliament of the Commonwealth of Australia substantially in the form of, or which has a similar effect to, the GST Act.
- 30.2 The Rent and other payments shown in this Lease do not include GST. If the Lessor is or will become liable to pay GST in respect of a supply for which payment is required to be made by the Lessee under this Lease, the Rent and the amount of that other payment will be increased so that after payment of the GST by the Lessor the net amount retained by the Lessor is the same as if the Lessor was not liable to pay any GST in respect of that supply.
- 30.3 Despite **clause 30.2**, if any of the Outgoings or other recoupment payments under this Lease relate to goods or services supplied by third parties, **clause 30.2** will not operate to increase the amount of such payments and the Lessee will pay the cost of those supplies to the Lessor including, where applicable, GST.

30.4 The parties contemplate that rates, taxes and charges ("Taxes") which comprise part of the Outgoings will be GST free and the GST free nature will not change because of the recoupment of the Taxes by the Lessor from the Lessee. If the recoupment does result in the Lessor being obliged to pay GST in respect of the recoupment, the Lessee must on demand pay to the Lessor an amount so that after payment of the GST by the Lessor the net amount retained by the Lessor is the same and as between the Lessor and the Lessee the cost of the Taxes will be deemed to be increased by the amount of the GST payable by the Lessor.

REFERENCE SCHEDULE

<u>ITEM 1</u>	<u>BASE RENT</u> (clause 2.1) \$60,000.00 per annum plus GST
<u>ITEM 2</u>	<u>EQUAL MONTHLY INSTALMENTS</u> (clause 2.1) \$5,000.00 plus GST
<u>ITEM 3</u>	<u>SUB-BRANCH</u> (clause 1) Returned and Services League of Australia, City of Wollongong Sub Branch
<u>ITEM 4</u>	<u>(a)CPI REVIEW DATE(S)</u> (clause 3) Each Anniversary of the Commencement Date not being a Market Rent Review Date. <u>(b) Market Rent Review Date</u> The commencement Date of any new lease granted in accordance with clause 15 .
<u>ITEM 5</u>	<u>DATES FOR REDECORATION</u> (clause 8.2) During the last three (3) months of the Term.
<u>ITEM 6</u>	<u>PUBLIC LIABILITY INSURANCE</u> (clause 11.1) Twenty million dollars (\$20,000,000)
<u>ITEM 7</u>	<u>OPTION</u> (clause 15) 5 Years plus 5 years plus 5 years
<u>ITEM 8</u>	<u>COMMENCEMENT DATE FOR OPTION</u> 12 months prior to expiration of the lease
<u>ITEM 9</u>	<u>EXPIRY DATE FOR OPTION</u> 6 months prior to the expiration of the lease
<u>ITEM 10</u>	<u>COMMENCEMENT DATE</u> 01 July 2021
<u>ITEM 11</u>	<u>EXPIRY DATE</u> 30 June 2026

OUTGOINGS SCHEDULE

1. The Lessee's proportion of the Lessor's Outgoings is one hundred percent (100%).
2. Lessor's Outgoings shall include but not be limited to:
 - (a) all assessments, charges, levies, outgoings, rates and taxes payable to any local government body or Authority in respect of the Land;
 - (b) all assessments, charges, outgoings, rates and taxes payable to Sydney Water or any other like authority in respect of the Land;
 - (c) New South Wales land tax and other tax assessed or charged against or to the Lessor by virtue of its ownership of the Land whether by any Authority provided always that such land tax shall be calculated on the basis that the Land was the only land owned by the Lessor at the relevant time;
 - (d) all insurance premiums in respect of the Land, the Building and the Premises (including premiums for loss of rent, public risk, full replacement of structural improvements in case of loss or damage and worker's compensation) with such insurances to be with such insurer as determined by the Lessor in its absolute discretion;
 - (e) all assessments, charges, levies, outgoings, rates and taxes which are at any time payable in respect of the Land whether governmental, semi-governmental, municipal or otherwise (excluding taxes payable by the Lessor under any Act for the taxation of income);
 - (f) all costs in respect of cleaning the Common Areas;
 - (g) all costs payable by the Lessor in respect of the removal of garbage, trade waste, refuse or rubbish from the Land;
 - (h) all charges and outgoings in respect of water, gas, oil, electricity, light, power, fuel, telephone, sewerage, garbage, air-conditioning; sullage, ventilation and/ or exhaust systems and services or requirements furnished or supplied to or at the Land for the general benefit or purposes of the occupiers at the Land;
 - (i) all costs in respect of repairs, maintenance, renovations and replacements of and to the Building including maintaining the building in a structurally sound condition pursuant to Clause 8.1.2 where any structural repair is necessary and arises from the Lessee's use of the Premises;
 - (j) all costs in respect of pest and vermin control at the Building;
 - (k) all reasonable costs (inclusive of wages) in respect of management, security, control and administration of the Building and of administering the promotion of the Building;
 - (l) all reasonable costs (inclusive of wages and associated costs) of the management control administration and security of the Building (which shall include managing agent's fees, or if there is no managing agent, reasonable

charges for time spent by the Lessor's accounting and other employees or agents in respect of the management of the Building as to which amount the decision of the Lessor shall be prima facie evidence of such charges);

- (m) all stamp duty, financial institutions, cheque and other Federal and State Government duties or levies on moneys or cheques received or paid by the Lessor in respect of the Building including bank charges and fees; and
 - (n) all strata levies under Sections 68(1)(j) and 68(1)(k) of the *Strata Schemes Management Act 1996* should the Building be brought under the provisions of that Act;
 - (o) all taxes, levies, impositions or charges required to be paid in addition to or in respect of or as a consequence of any payment that is required to be made by the terms of this Lease, whether to the Lessor or otherwise.
3. The Lessor may obtain separate assessments, readings or chargings for all Lessor's Outgoings in respect of parts of the Building and the Land or in respect of parts of periods over which those Lessor's Outgoings would normally be assessed.

SCHEDULE 1

1. The contents of this Schedule will be known as "The Service Agreement" and is deemed to take effect immediately upon the Commencement Date of this Lease.
2. The Service Agreement is accepted by both the Lessor and the Lessee as irrevocable unless amended in full or in part by a general meeting of the members for the time being of the sub-Branch after due notice has been given to such members and 75% of members present and voting approve such changes and the said changes are acceptable to the Lessee. Such amendments shall not become effective until they are embodied in writing signed by or on behalf of the sub-Branch and the Lessee.
3. The Service Agreement shall continue whilst the sub-Branch retains its Charter under The Returned and Services League of Australia (New South Wales Branch).
4. The Lessee (at no cost to the sub-Branch) will provide such reasonable facilities as required by the sub-Branch for the holding of meetings of the sub-Branch Executive and the sub-Branch members on such occasions and at such times as reasonably required by the sub-Branch.
5. The meetings and functions of the Women's Auxiliary of the sub-Branch, the Day Club and any other subsidiary body of The Returned and Services League of Australia (New South Wales Branch) will be maintained in suitable adequate accommodation to be provided by the Lessee (at no cost) within the Premises.
6. Details and dates and times of all or any meetings as referred to above will be directly and amicably negotiated between the sub-Branch and the Lessee.
7. The Lessee will provide or make arrangements for the provision of all catering requested by the sub-Branch for monthly meetings, sub-Branch ladies nights and any other special functions as may be held from time to time, including Remembrance Day, ANZAC Day and any other services as may be promulgated by The Returned and Services League of Australia (New South Wales Branch) at the retail costs (without mark up) applicable at the date of such function.