

Between

WALLERAWANG INDOOR SPORTS ASSOCIATION INC.
(ABN 42 954 842 448)

and

LITHGOW CITY COUNCIL
(ABN 59 986 092 492)

DEED OF MUTUAL TERMINATION AND RELEASE

Lithgow City Council
180 Mort Street
LITHGOW NSW 2790
Tel: (02) 6354 9999
Fax: 6351 4259
Email: council@lithgow.nsw.gov.au

(b) release each other from all actions, suits, causes, debts, claims, costs, demands or proceedings whatsoever in law or equity which each party may have or could have against each other by reason of or arising from the Lease or the Agreement for Lease, but for this Deed.

EXECUTED as a Deed.

EXECUTED by WALLERAWANG)
INDOOR SPORTS ASSOCIATION INC.)
(ABN 42 954 842 448) by its duly)
authorised officer in the presence of:)

.....
Authorised officer.....
Signature of Authorised Officer
Name:
Name:

.....
Witness

Name:

Address:

EXECUTED by LITHGOW CITY COUNCIL)
(ABN 59 986 092 492) by its duly authorised)
officer in the presence of:)

.....
General Manager

.....
Witness

Name:

Address:

Form: 07L
 Licence: 01-08-084
 Licensee: Midware Systems
 Le Fevre & Co.

LEASE
 New South Wales
 Real Property Act 1900

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

PRIVACY NOTE: this information is legally required and will become part of the public record

STAMP DUTY

Office of State Revenue use only

NEW SOUTH WALES DUTY
 02-09-2005 0002942949-001
 SECTION 179-DUPLICATE
 NO DUTY PAYABLE

(A) **TORRENS TITLE** Property leased: if appropriate, specify the part or premises

Part Lot 1 DP 1074586 being Lot 1 shown in plan annexed marked "B", being the Wallerawang Indoor Sports Stadium and Netball Courts, Barton Avenue, Wallerawang

(B) **LODGED BY**

Delivery Box	Name, Address or DX and Telephone	CODE
	Reference (optional):	L

(C) **LESSOR**

CITY OF LITHGOW COUNCIL ABN 59 986 092 492

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

(D) Encumbrances (if applicable):

(E) **LESSEE**

WALLERAWANG INDOOR SPORTS ASSOCIATION INC. ABN 87 382 233 788

(F) **TENANCY:**

- (G) 1. **TERM:** Six (6) months
2. **COMMENCING DATE:** 1 June 2005
3. **TERMINATING DATE:** 30 November 2005
4. With an **OPTION TO RENEW** for a period of N.A. set out in clause No. N.A. of N.A.
5. With an **OPTION TO PURCHASE** set out in clause No. N.A. of N.A.
6. Together with and reserving the **RIGHTS** set out in clause No. N.A. of N.A.
7. Incorporates the provisions set out in **ANNEXURE "A"** hereto.
8. Incorporates the provisions set out in **MEMORANDUM** filed at Land and Property Information New South Wales as No. N.A.
9. The **RENT** is set out in No. Part 3 of Annexure "A"

All handwriting must be in block capitals.

Total Pages (office use only) _____

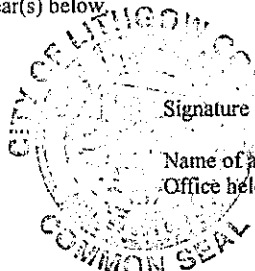
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Number additional pages sequentially

DATE 01/06/05

(H) Certified correct for the purposes of the Real Property Act 1900 by the corporation 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.
Corporation: ABN 59 986 092 492
Authority: pursuant to a resolution of Council

Signature of authorised person: *N Castle*
Name of authorised person:
Office held:



Signature of authorised person: *do*
Name of authorised person: *FARNHAM*
Office held: *Act General Manager*

Note: where applicable, the lessor must complete the statutory declaration below

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Corporation: WALLERAWANG INDOOR SPORTS ASSOCIATION INC. ABN 87 382 233 788
Authority: Section 127 of the Corporations Act 2001

Signature of authorised person: *I. Moran*
Name of authorised person:
Office held:
IAN MORAN
President

Signature of authorised person: *Rob Morrow*
Name of authorised person:
Office held:
ROB MORROW
Secretary

(I) STATUTORY DECLARATION

I,
solemnly and sincerely declare that -

- 1. The time for the exercise of option to renew/purchase in expired lease No. has ended;
- 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:

Signature of witness: Signature of lessor:

Name of witness:
Address of witness:
Qualification of witness:

Document Set ID: 226762
Version: 1. Version Date: 14/09/2005

ANNEXURE A

LESSOR: City of Lithgow Council ABN 59 986 092 492

LESSEE: Wallerawang Indoor Sports Association Inc. ABN 87 382 233 788

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

PART 1 – INTERPRETATION

1.1 In this Lease unless the contrary intention appears:-

"Demised Premises" means the premises described in Item 4 of the Reference Schedule situated on the land described in Item 5 of the Reference Schedule and includes any part thereof and where the context so admits such of the fixtures fittings furnishings plant machinery and equipment (if any) from time to time installed therein and owned by the Lessor.

"This Lease" means this Lease including any Schedules and annexures hereto.

"Lessee" means the person or corporation named in Item 3 of the Reference Schedule and includes the Lessee its successors and permitted assigns or, being a person, his executors administrators and permitted assigns and where not repugnant to the context the servants and agents of the Lessee.

"Lessor" means the person or corporation named in Item 2 of the Reference Schedule and includes the Lessor its successors and assigns, or, being a person, his executors administrators and assigns and where not repugnant to the context the servants and agents of the Lessor.

"Stadium" means the stadium constructed on the Demised Premises.

- 1.2 Words importing the singular number include the plural and the masculine gender the feminine or neuter and vice versa and words importing persons include corporations and vice versa.
- 1.3 Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.
- 1.4 Reference to a statute or ordinance includes all regulations under and amendments to that statute or ordinance whether by subsequent statute or otherwise and a statute or ordinance passed in substitution for the statute or ordinance referred to or incorporating any of its provisions.
- 1.5 Headings have been inserted for guidance only and shall not be deemed to form any part of the context.

- 1.6 Where under or pursuant to this Lease or anything done hereunder the day on or by which any act matter or thing is to be done is a Saturday or a Sunday or a public holiday in the State or place in which the Demised Premises are situated such act matter or thing may be done on the next succeeding day which is not a Saturday Sunday or such a public holiday.

PART 2 – EXCLUSION OF IMPLIED COVENANTS AND POWERS

The covenants and powers implied in every Lease by virtue of Sections 84, 84A and 85 of the Conveyancing Act, 1919 shall not apply to or be implied in this Lease except insofar as the same or some part thereof is included in the covenants hereinafter contained.

PART 3 – RENT

The Lessee will during the Term pay to the Lessor if demanded from the Lessor and without any deduction whatsoever a Rent of the amount set out in Item 7 of the Reference Schedule hereto to be paid in advance by regular annual payments on each anniversary of the commencement of the Term, the first of such payments to be made on the date of the commencement of the Term.

PART 4 – USE OF THE DEMISED PREMISES AND ASSIGNMENT

4.1 Permitted Use

- 4.1.1 The Lessee will not use or permit to be used the Demised Premises for any purpose other than as a venue for the playing of basketball, volleyball, badminton, netball, or any activity which is permitted by the Rules of Wallerawang Indoor Sports Association Inc. and is approved in writing by the Lessor such approval not to be unreasonably withheld. ~~Netball courts are to be used only for netball.~~ Use of outdoor courts is subject to application and approval by W.I.S.A. for any activity other than netball
- 4.1.2 The Lessee may permit the Demised Premises to be used by any of the organisations referred to at Item 8 of the Reference Schedule for the purposes referred to in Clause 4.1.1 without the prior consent of the Lessor having been obtained but the Lessee shall be and remain responsible for compliance with the covenants contained in this Lease notwithstanding that the Demised Premises may be for the time being used by the aforesaid organisations.
- 4.1.3 The Lessee will at its own expense obtain all necessary consents from all appropriate authorities for any use (or change of use) of the premises or any alteration or addition to the premises or any erection display or removal of any sign or advertisement permitted or required by the terms of this Lease provided that any such consents which are required from the Lessor shall not be unreasonably withheld.
- 4.1.4 The Lessee shall permit the use of the Stadium by the Wallerawang Public School for the use of its students, under supervision of teachers employed by the New South Wales Department of Education, during normal school hours without hire charge, for the uses permitted under this Part 4.

4.2 No Noxious Use

The Lessee will not permit any noxious, noisome or offensive art, trade, business occupation or calling at any time during the Term to be exercised, carried on, permitted or suffered in or upon the Demised Premises and will not permit any act, matter or thing whatsoever at any time during the Term to be done in or upon the Demised Premises which shall or may cause annoyance, nuisance, grievance, damage or disturbance to the occupiers or owners of adjoining or neighbouring lands or buildings.

4.3 No Assignment

4.3.1 The Lessee shall not sub-let, assign or otherwise deal with the Demised Premises without the consent of the Lessor which, subject to Clauses 4.3.2 and 4.3.3, shall not be unreasonably withheld, and in no case will assign, sub-let or part with the possession of the whole or any part of the Demised Premises except in accordance with the provisions contained in this Clause.

4.3.2 The Lessor shall not be required to consider an application for consent to an assignment until after the Lessee has remedied all currently continuing breaches of Lease covenants.

4.3.3 The Lessor's consent to an assignment of Lease is subject to the following conditions:-

4.3.3.1 The Lessor shall be reasonably satisfied that the proposed assignee is respectable and responsible and has sufficient commercial expertise to conduct activities and business at the Demised Premises for the purposes provided under the Lease.

4.3.3.2 The Lessee will pay the Lessor's reasonable legal and other expenses of investigating the Lessee's application for consent and of preparing, executing, stamping and registering all the required instruments or dealings and the costs of obtaining the Mortgagee's consent.

4.3.3.3 The Lessor may require the assignee to execute an instrument in which it will assume liability under the Lease for the residue of the Lease term.

4.4 Keep Open for Business

The Lessee keep the Demised Premises open for one or more of the uses referred to in Clause 4.1.1 at all usual recreational hours and shall conduct and supervise the conduct of the activities permitted by such uses including the holding of matches at all times in a proper and efficient and reputable manner.

PART 5 – MAINTENANCE REPAIR AND ALTERATIONS

5.1 To Keep in Repair

5.1.1 Subject to the provisions of Clause 5.1.2, the Lessee will during the whole of the Term and otherwise so long as the Lessee may remain in possession or occupation when where and so often as need shall be maintain replace repair and keep the whole of the Demised Premises in

good and substantial repair order and condition (having regard to their condition at the commencement of the Lease) damage by explosion, earthquake, aircraft, riot, civil commotion, fire, flood, lightning, storm, tempest and reasonable wear and tear, act of God and war damage only excepted.

- 5.1.2 The Lessor shall maintain the grounds, and shall attend to all necessary structural repairs and maintenance in respect of the Stadium and maintain and repair the external netball courts.

5.2 To Keep Clean

The Lessee will during the Term keep the Demised Premises including the windows clean at its own expense so that at all times the Demised Premises shall have a neat and presentable appearance.

5.3 To Maintain Lessee's Equipment

The Lessee will at all times during the Term keep and maintain clean and in good and substantial repair working order and condition all machinery plant equipment fixtures fittings and furnishings of the Lessor.

5.4 Lessor May Inspect

The Lessor may at all reasonable times upon giving to the Lessee reasonable notice (except in the case of emergency when no notice shall be required) enter upon the Demised Premises and view the state of repair thereof and may serve upon the Lessee a notice in writing of any defect for the repair of which the Lessee may be responsible hereunder requiring the Lessee within a reasonable time to repair the same.

5.5 Lessor May Repair

The Lessor may at all reasonable times upon giving to the Lessee reasonable notice (except in the case of emergency when no notice shall be required) enter upon the Demised Premises with workmen and others and all necessary materials for the purpose of complying with any request, requirement, notification or order of any authority having jurisdiction or authority over or in respect of the Demised Premises for which the Lessee is not liable under its covenants herein contained or for carrying out such repairs renovations maintenance modifications extensions or alterations to the Demised Premises or the Building deemed necessary or desirable by the Lessor provided always that in the exercise of any of such power under this Clause no undue inconvenience shall be caused to the Lessee.

5.6 Alterations and Additions

The Lessee will not nor will it permit any person to partition the Demised Premises or make any alteration or addition to the structure or exterior of the Demised Premises or any partitions therein or any additions or alterations thereto (unless required or permitted by this Lease) without the prior written consent of the Lessor and shall in the course of such partitioning, alterations or additions made with the consent of the Lessor observe and comply with all requirements of the Lessor and public

authorities. Without prejudice to the foregoing provisions of the Clause, the Lessee will when applying for the Lessor's approval to any alterations or additions to the Demised Premises submit with the application drawings and specifications in respect thereof prepared by a qualified consultant or consultants approved by the Lessor. Work in respect of alterations or additions to the Demised Premises approved by the Lessor shall only be carried out by contractors or qualified tradesmen approved by the Lessor and if required by the Lessor the Lessee shall on completion of such work hand to the Lessor a certificate by a consultant approved by the Lessor to the effect that such work has been carried out in accordance with the drawings and specifications relating thereto and in accordance with the requirements of all relevant public authorities.

PART 6 – GENERAL LESSEE'S COVENANTS

6.1 Signs and Advertising

The Lessee will not without the prior approval in writing of the Lessor erect display affix or exhibit on or to the exterior of the Demised Premises any signs lights embellishments advertisements names or notices provided however that the Lessor will not withhold consent in respect of a sign which identifies the Lessee and which otherwise conforms with the standard signs contained in other parts of the Demised Premises or advertises such activities which the Lessee may be conducting therein.

6.2 Services

The Lessee will pay as and when the same becomes due for payment all accounts for the supply of all electricity telephone excess water and other services to or from the Demised Premises. The Lessee will if so required by the Lessor in writing install separate meters in respect of such of the services hereinbefore in this Clause referred to as are capable of being separately metered.

6.3 Requirements of Public Authority

The Lessee will forthwith comply with all statutes, ordinances, proclamations, orders and regulations present or future affecting or relating to the Demised Premises or the use thereof, and with all requirements which may be made or notices or orders which may be given by any governmental, semi-governmental, city, municipal, health, licensing or any other authority having jurisdiction or authority in respect of the Demised Premises or the use thereof PROVIDED ALWAYS that the Lessee shall be under no liability in respect of any orders made by any such authority the necessity for which was not caused or contributed to by the Lessee's use or occupation of the Demised Premises. Notwithstanding the foregoing, the Lessee shall not be responsible for any structural alterations.

6.4 Floor Overloading

The Lessee will not do or permit or suffer to be done upon the Demised Premises anything in the nature of overloading any floor of the Stadium whereby the Stadium may be strained or any walls or floors caused to sag or deflect from the right line or the Building may be otherwise damaged.

6.5 Use of Lavatories etc

The Lessee will not use nor permit nor suffer to be used the lavatories toilets sinks and drainage and other plumbing facilities in the Demised Premises for any purposes other than those for which they were constructed or provided and shall not deposit or permit to be deposited therein any sweepings rubbish or other matter and any damage thereto caused by misuse shall be made good by the lessee forthwith.

6.6 Pest Control

The Lessee will take all reasonable precautions to keep the Demised Premises free of rodents vermin insects pests birds and animals and in the event of failing so to do will if so required by the Lessor but at the cost of the Lessee employ from time to time or periodically pest exterminators approved by the Lessor.

6.7 Infectious Illness

The Lessee will in the event of any infectious illness occurring in the Demised Premises forthwith give notice thereof to the Lessor and to the proper public authorities and at the expense of the Lessee will thoroughly fumigate and disinfect the Demised Premises to the satisfaction of the Lessor and such public authorities and otherwise comply with their reasonable and lawful requirements in regard to the same.

6.8 Notice of Defects

The Lessee will give to the Lessor prompt notice in writing of any accident to or defect or want of repair in any services or fixtures fittings plant or equipment in the Demised Premises and of any circumstances likely to be or to cause any danger risk or hazard to the Demised Premises or any person therein or thereon.

PART 7 – INSURANCE

7.1 Public Risk

7.1.1 The Lessee will effect and keep effected in respect of the Demised Premises adequate occupier's public risk insurance for an amount not less than the amount set out in Item 9 of the Reference Schedule in respect of each claim and will notify the Lessor details thereof. The Lessee shall ensure that such insurance covers the indemnities referred to in the following Part and otherwise conforms with the reasonable requirements from time to time of the Lessor of which the Lessee is given notice.

7.1.2 Notwithstanding the provisions of Clause 7.1.1 hereof the Lessor shall have the right at the end of each second year of the term to require the Lessee to increase the sum referred to in Item 9 of the Reference Schedule by such amount as it may reasonably require and such reasonable requirement shall be determined by reference to the amount of Public Risk Insurance which the Lessor requires to be held in respect of other venues owned by the Lessor or held by the Lessor as Trustee for use as public recreation and the conduct of sporting fixtures.

7.1.3 The Lessor shall at its own cost maintain Owner's Public Risk Insurance for an amount not less than the amount set out in Item 9 of the Reference Schedule in respect of each claim.

7.2 Heating

The Lessee will not use or permit or suffer to be used any method of heating or lighting the Demised Premises in contravention of any policy of insurance in respect of the Demised Premises.

7.3 Insurance Not to be Avoided

The Lessee will not at any time during the Term do or suffer to be done or allow any act matter or thing upon the Demised Premises or bring or keep anything therein whereby any insurance relating to the Demised Premises against damage by fire and other risks as aforesaid may be rendered void or voidable or whereby the rate of premium on such insurance shall be liable to be increased and that in case the Lessor shall approve in writing of any proposal of the Lessee to increase the risk of fire the Lessee will pay all additional premiums of insurance on the Demised Premises (if any) required on account of the additional risk caused by the use to which the Demised Premises are put by the Lessee with the consent aforesaid.

7.4 Fire Regulations

The Lessee will comply with insurance sprinkler and fire alarm regulations in respect of any partitions which may be erected by the Lessee upon the Demised Premises and the Lessee will pay to the Lessor the cost of any alterations to the sprinkler and fire alarm installation which may become necessary by reason of the non-compliance by the Lessee with the said regulations or the requirements of the insurer with respect to any partitions which may be erected by the Lessee on the Demised Premises.

7.5 Inflammable Goods, Heavy Machinery

The Lessee will not store or place or permit to be stored or placed in or about the premises any inflammable goods whatsoever or any engine or heavy machinery without the written consent of the Lessor and to comply with any direction given by the Lessor as a condition of any such consent.

7.6 Building Insurance

7.6.1 The Lessor shall maintain at its own cost building replacement insurance for replacement of the Stadium.



PART 8 – INDEMNITIES AND RELEASE

- 8.1.1 The Lessee agrees to occupy and use and keep the Demised Premises at the risk of the Lessee and hereby released to the full extent permitted by law the Lessor and its contractors and employees from all claims and demands of every kind and from all liability which may arise in respect of any accident or damage to property or death of or injury to any person of whatsoever nature or kind in or near the Demised Premises other than such of the same as may be caused by the negligence or wilful act neglect omission or default of the Lessor its contractors or employees and the Lessee agrees that the Lessor shall have no responsibility or liability for any loss of or damage to fixtures or personal property of the Lessee other than such as may be caused by the negligence or wilful act neglect omission or default of the Lessor its contractors or employees.
- 8.1.2 Without prejudice to the generality of sub-clause 8.1.1 hereof, to the extent that moneys paid to the Lessor out of insurances effected by the Lessee do not fully indemnify the Lessor against the same and except where the same is caused by the negligence or wilful act neglect omission or default of the Lessor or its contractors or employees the Lessee will and does hereby indemnify the Lessor its contractors and employees from and against all actions, claims, demands, losses, damages, costs and expenses incurred by the Lessor or for which the Lessor or its contractors or employees may become liable in respect of any damage to property or death of or injury to any person which may be suffered or sustained in, upon or near the Demised Premises whether in the occupation of the Lessor or of the Lessee or of any other person.
- 8.1.3 Without limiting the generality of sub-clauses 8.1.1 and 8.1.2 hereof, but save as may be caused by the negligence or wilful act neglect omission or default of the Lessor, the Lessee will and does hereby indemnify the Lessor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Lessor may become liable in respect of or arising from:-
- 8.1.3.1 The negligent or careless use, misuse, waste or abuse by the Lessee or any contractor, sub-contractor, licensee, invitee, client, customer or visitor of the Lessee or any other person claiming through or under the Lessee of water, gas, electricity, lighting or other services and facilities of the Demised Premises or arising from any faulty fitting or fixture of the Lessee.
- 8.1.3.2 Overflow or leakage of water (including rain water) in or from the Demised Premises but having origin within the Demised Premises and/or caused or contributed to by any act or omission on the part of the Lessee or other persons as aforesaid; provided that in the case of rain water the liability will lie with the Lessor unless such rain water enters the Demised Premises by reason of some act or omission on the part of the Lessee.
- 8.1.3.3 Loss, damage or injury from any cause whatsoever to property or person caused or contributed to by the use of the Demised Premises by the Lessee or other persons as aforesaid.
- 8.1.3.4 Loss, damage or injury from any cause whatsoever to the Demised Premises or to any property or person within or without the Demised Premises occasioned or contributed to by any act, omission, neglect, breach or default of the Lessee or other persons as aforesaid.

- 8.1.4 In addition to the indemnities hereinbefore granted by the Lessee to the Lessor the Lessee HEREBY INDEMNIFIES the Lessor in respect of any claim which may arise out of the Lessee's use and/or occupation of the Demised Premises other than any claim caused by the wilful act neglect omission or default of the Lessor.

PART 9 – QUIET ENJOYMENT

- 9.1 The Lessee paying the rent hereby reserved and duly and punctually observing and performing the covenants obligations and provisions in this Lease on the part of the Lessee to be observed and performed shall and may but subject to any applicable Rules and Regulations of the Building peaceably possess and enjoy the Demised Premises during the Term without any interruption or disturbance from the Lessor or any other person or persons lawfully claiming by from or under the Lessor and otherwise subject only to the prior encumbrances (if any) stated in Item 11 of the Reference Schedule.

9.2 Prospective purchasers

The Lessee shall at all such reasonable times permit intending purchasers or tenants to inspect the premises and permit the Lessor to affix where the Lessor shall think fit a notice specifying that the premises are to be sold and the name and address of the Lessor and its agent and in the last three (3) months of the term hereof permit the Lessor to affix where the Lessor shall think fit a notice specifying that the premises are to be let and the name and addresses of the Lessor and his agent.

PART 10 – DEFAULT, TERMINATION, ETC.

10.1 Re-entry or surrender or default

Subject to the proviso herein contained it is hereby expressly agreed between the parties as follows:-

- 10.1.1 If the rent hereby reserved or any part thereof shall be unpaid for a period of twenty-eight (28) days after any of the days on which the same ought to have been paid upon formal or legal demand having been made therefore; or
- 10.1.2 If the Lessee commits or permits to occur any serious, persistent or continuing breach or default in the due and punctual observance and performance of any of the covenants obligations and provisions contained in this Lease, in particular, but not limited to, the covenants to pay rent, to repair, as to user and as to assignment, and such breach or default is not remedied within one month after notice;

Then and in any one or more of such events the Lessor at any time or times thereafter and without notice or demand shall subject to Section 129 of the Conveyancing Act, 1919 (as amended) have the right to re-enter the premises or any part thereof in the name of the whole and thereby determine the estate of and interest of the Lessee therein and expel and remove the Lessee and those claiming under him without being taken or

decreed guilty of any manner of trespass and without prejudice to any action or other remedy which the Lessor has or might or otherwise could have for arrears of rent or preceding breach of covenant

10.2 If the Lessor becomes entitled to re-enter or determine this Lease then the residue of the Term being unexpired of this Lease shall at the option of the Lessor immediately upon notice of the exercise of such option being given to the Lessee become reduced to one (1) month and thereafter the tenancy hereby created shall be and remain a tenancy from month to month at a rental equivalent to one (1) month's proportion of the rental herein reserved and shall be determinable by one (1) month's notice in writing given by either party to the other expiring at any time.

10.3 Acceptance of Rent

Subject to the Proviso in Clause 10.2 acceptance of rent by the Lessor after default by the Lessee under this Lease shall be without prejudice to the exercise by the Lessor of any right power or privilege of the Lessor under this Lease and shall not operate as an election by the Lessor either to exercise or not to exercise any of such rights powers or privileges.

10.4 Lessee's Insolvency

It is expressly agreed that notwithstanding anything herein contained upon the Lessee becoming bankrupt or committing an act of bankruptcy or bringing its Estate within the operation of any law relating to bankruptcy or in the event the Lessee, being a corporation, is wound up (other than for the purpose of amalgamation or merger on terms approved by the Lessor such approval not to be unreasonably withheld) then in any such event the residue of the Term for the time being unexpired of this Lease shall at the option of the Lessor immediately upon notice of the exercise of such option being given to the Lessee become reduced to one month and thereafter the tenancy hereby created shall be and remain a tenancy from month to month at a rent equivalent to one (1) month's proportion of the rental herein reserved and shall be determinable by one (1) month's notice in writing given by either party to the other expiring at any time.

10.5 Lessor may remedy Lessee's defaults

If the Lessee omits or neglects to pay any money or to do or effect anything which the Lessee has herein covenanted to pay do or effect then on each and every such occasion it shall be lawful for but not obligatory upon the Lessor and without prejudice to any rights or powers arising from such default to pay such money or to do or effect such thing by itself as if it were the Lessee and for that purpose the Lessor may enter upon the Demised Premises and there remain for the purpose of doing or effecting any such thing.

10.6 Yielding up and removal of Lessee's fixtures

10.6.1 The Lessee will forthwith upon the expiration of the Term or sooner determination of this Lease peaceably surrender and yield up to the Lessor the Demised Premises clean and free from rubbish and in good and substantial repair and condition (having regard to the age of what is being surrendered or yielded up) in all respects and as nearly as possible in the same condition as at the commencement of the Term or in the event of any part thereof having been replaced or renewed during the Term as nearly as

possible in the same condition as at the date of such replacement or renewal having regard to the age thereof, damage by explosion, earthquake, aircraft, riot, civil commotion, fire, flood, lightning, storm, tempest, reasonable wear and tear and act of God only excepted.

10.6.2 The Lessee shall notwithstanding any other provision hereof upon the determination of the Lease at its own expense and in a proper and workmanlike manner:-

10.6.2.1 If the Lessor so requires, remove any sign, notice or advertisement erected or displayed by the Lessee on the Demised Premises.

10.6.2.2 If the Lessor so requires reinstate any alteration and remove any addition made to the premises by the Lessee.

10.6.2.3 If the Lessee so desires or if the Lessor so requires remove from the Demised Premises all or any part of the fixtures fittings plant machinery utensils shelving counters safes or other articles upon the Demised Premises in the nature of trade or tenant's fixtures brought upon the Demised Premises by the Lessee PROVIDED THAT the Lessee shall make good any damage to the Demised Premises caused by such removal or reinstatement AND PROVIDED FURTHER THAT in the case where the Lessor requires any such removal or reinstatement and the Lessee has not carried out such removal or reinstatement within 60 days of the determination of this Lease then the Lessor may at its option itself carry out any such removal or reinstatement and in such case may recover the costs of so doing as a debt due from the Lessee to the Lessor and the Certificate of the Lessor's architect or builder shall be final and conclusive as between the Lessor and the Lessee as to the cost of any such removal or reinstatement and the Lessor may deal with any items so removed in any manner he considers necessary as if it were the beneficial owner thereof and shall not be bound to account to the Lessee for the value of any such items.

10.7 **Holding over**

If the Lessee continues to occupy the Demised Premises after the expiration of the Term hereby granted with the consent of the Lessor it shall do so as a monthly tenant only at a monthly rental equivalent to one (1) month's proportion of the rent herein reserved and such tenancy shall be determinable by one (1) month's notice in writing given by either party to the other expiring at any time.

PART 11 – GENERAL

11.1 **Exclusion of Warranties**

The Lessee acknowledges and declares that no promise, representation, warranty or undertaking has been given by or on behalf of the Lessor in respect to the suitability of the Demised Premises for any business to be carried on therein or to any air-conditioning plant or other plant or elevators or to the fittings fixtures facilities and amenities of the Demised Premises or as to the business to be carried on in the building.



11.2 Whole Agreement

The covenants and provisions contained in this Lease expressly or by statutory implication cover and comprise the whole of the agreement between the parties hereto and it is expressly agreed and declared that no further or other covenants or provisions whether in respect of the Demised Premises or otherwise shall be deemed to be implied herein 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 hereof and the existence of any such implication or collateral or other agreement is hereby negated.

11.3 Waiver

No waiver by the Lessor of one breach of any covenant obligation or provision in this Lease contained or implied shall operate as a waiver of another breach of the same or of any other covenant obligation or provision in this Lease contained or implied.

11.4 No Premium

Save as herein contained no premium or other consideration has been or is to be paid to the Lessor hereunder by the Lessee or any other person.

11.5 Cost of Lease, etc.

The Lessor will pay all legal costs charges and expenses stamp duty and registration fees payable in respect of this Lease and the Lessee shall pay the legal costs and charges payable in respect of any application for the consent of the Lessor hereunder and of or incidental to any and every breach or default by the Lessee hereunder and incidental to the exercise or attempted exercise of any right, power, privilege, authority or remedy of the Lessor under or by virtue of this Lease properly incurred by the Lessor in consequence of or in connection with the breach or default by the Lessee hereunder.

11.6 Lessee not to impose liability

The Lessee will not without the written consent of the Lessor by any act matter or deed or by any failure or omission impose or cause or permit to be imposed on the Lessor any liability of the Lessee under or by virtue of this Lease even though entitled so to do whether by statute ordinance proclamation order regulation or moratorium (present or future) or otherwise.

11.7 Notices

All demands requisitions consents elections or notices shall be in writing and may be given to or served upon a party hereto by being left at that party's registered office or principal place of business in the State or place in which the Demised Premises are situated or by being posted in a prepaid certified or registered letter addressed to that party at such office or principal place of business. Any such demand requisition consent election or notice shall be deemed duly served at the expiration of three (3) days after the time of posting. In proving the giving of same it shall be

sufficient to prove the envelope containing the same was properly addressed stamped and registered and put into a post office box in Australia. Any demand requisition consent election or notice given or made by the Lessor may be signed by the Lessor or on its behalf by the Mayor, the General Manager or other authorised officer for the time being of the Lessor and any demand requisition consent election or notice given or made by the Lessee may be signed by the Lessee or on its behalf by the Manager, the Secretary, or any authorised officer for the time being of the Lessee.

11.8 Consents

In any case where pursuant to this Lease the doing or execution of any act matter or thing by the Lessee is dependant upon the consent or approval of the Lessor such consent or approval may be given conditionally or unconditionally or withheld by the Lessor in its absolute uncontrolled discretion unless otherwise herein provided.

11.9 Easements

The Lessor shall be entitled for the purpose of the provision of public or private access to and egress from the Demised Premises, or support of structures hereafter erected on or from adjoining lands or of services (including water, drainage, gas and electricity supply and telephonic and electronic communication services) to grant easements or enter into any arrangement or agreement with any of the owners, Lessees, tenants or occupiers or others interested in any land adjacent or near to the Demised Premises or with any public authority as the Lessor thinks fit and it may likewise for such aforesaid purpose dedicate land or transfer grant or create any easement privilege or other right in favour of such parties or in favour of any such adjoining or neighbouring land or any public authority over or affecting the Demised Premises and this Lease shall be deemed to be subject to any such agreement arrangement right easement or privilege. Notwithstanding the reservation contained in this Clause, the Lessor in the exercise of the rights herein conferred shall not dedicate land or transfer, grant or create any easement privilege or other right to any other person which shall substantially or permanently derogate from the enjoyment of rights conferred on the Lessee by this Lease.

11.10 Non-merger

None of the terms or conditions of this Lease nor any act matter or thing done under or by virtue of or in connection with this Lease or any other agreement between the parties hereto shall operate as a merger of any of the rights and remedies of the parties in or under this Lease or in or under any such other agreement all of which shall continue in full force and effect.

11.11 Supply failure

The Lessor will not be under any liability for any loss injury or damage sustained by the Lessee or any other person at any time as a result of or arising in any way out of the failure of the electricity or water supply or any other services or facilities provided by the Lessor or enjoyed by the Lessee in conjunction with the Demised Premises. Provided always that such loss injury or damage shall not have been caused through the negligence or wilful act neglect, omission or default of the Lessor his agents or contractors.

11.12 Lessee's obligation

Whenever the Lessee is obliged or required hereunder to do or effect any act matter or thing then the doing of such act matter or thing shall, unless this Lease otherwise provides, be at the sole risk and expense of the Lessee.

11.13 Moratorium

Unless application is mandatory by law no statute ordinance proclamation order regulation or moratorium present or future shall apply to this Lease so as to abrogate extinguish impair diminish fetter delay or otherwise prejudicially affect any rights powers remedies or discretion given or accruing to the Lessor.

11.14 Reimbursement of Lessor's Expense

To the extent permissible at law, the Lessee will forthwith upon demand pay to the Lessor by way of additional rent an amount equivalent to any moneys paid by the Lessor in respect of any liability imposed on the Lessee under or by virtue of this Lease notwithstanding that any Statute ordinance proclamation order regulation or moratorium (present or future) directly or indirectly imposes such liability upon the Lessor.

11.15 Rebuttal of agency

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of 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 act 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.

11.16 Severability

The parties expressly agree that if any term or covenant herein be found to be void and/or unenforceable for any reason whatsoever that term or covenant is hereby expressly deemed to be severable from the remaining terms and covenants of this Lease.

PART 12 – HEADLEASE AND/OR OTHER INTERESTS

12.1 The Lessee will at all times during the Term permit the Lessor and any other person having any estate or interest in the Demised Premises superior to or concurrent with the Lessor to exercise the Lessor's powers to enter and view the Demised Premises and to carry out repairs, renovations, maintenance and other work thereon and otherwise to exercise or perform their lawful rights or obligations in regard thereto.

12.2 In the event of a person other than the Lessor becoming entitled to receive the rent hereby reserved either by operation of law or otherwise the Lessee agrees that such person shall have the benefit of all covenants and agreements on the part of the Lessee hereunder and the Lessee at the

cost of the Lessor will enter into such covenant with such other person in that regard as the Lessor may reasonably require.

- 12.3 The Lessor will not permit the Lessee's estate or interest hereunder to be determined by reason of the determination of any superior estate or interest due to default by the Lessor under its Headlease.
- 12.4 No act, matter or thing whatsoever shall at any time during the Term be done or permitted by the Lessee which might prejudice or give ground for the determination of the estate or interest of the Lessor in the Demised Premises.

PART 13 – FURTHER OBLIGATIONS OF LESSEE

- 13.1 The Lessee shall at all times comply with all laws, statutes, regulations, orders and requirements of all relevant authorities with regard to the conduct of its activities upon the Demised Premises, including but not limited to the supply of foodstuffs on the property, employment of persons by the Lessee, occupational health and safety.
- 13.2 The Lessee shall insure for their full insurable value all plant equipment and effects of the Lessee upon the premises and shall indemnify the Lessor against any claim or loss howsoever arising in respect thereof.

PART 14 – LESSOR'S RIGHT OF USE

The Lessee HEREBY FURTHER COVENANTS AND AGREES with the Lessor that should the Lessor from time to time wish to make use of the Stadium for a function then the Lessee shall not unreasonably withhold its consent to the Lessor so doing and for the purpose of this Clause it shall be deemed that such request will be reasonable provided it does not interfere with the use of the Stadium by the Lessee and provided that the Lessor shall not be entitled to use the Stadium during periods when it would normally be used by the Lessee for the purposes permitted by Clause 4 of this Lease.

PART 15 – GOODS AND SERVICES TAX

The rent and all other monies payable to the Lessor are exclusive of Goods and Services Tax (GST). Whenever the Lessee becomes liable to pay rent or other monies payable under this Lease in respect of a taxable supply made by the Lessor the Lessee must also pay an additional 10% to cover GST. This percentage of 10% assumes that GST payable on the value of a taxable supply is 10%. If the GST rate is different then this percentage will instead be the GST rate.

PART 16 – REFERENCE SCHEDULE

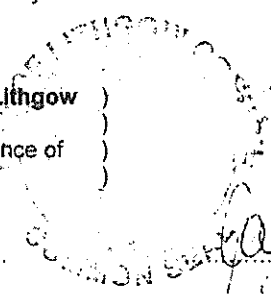
- ITEM 1 - **Date of Commencement** – 1st June, 2005.
- ITEM 2 - **Lessor** – City of Lithgow Council
- ITEM 3 - **Lessee** – Wallerawang Indoor Sports Association Inc.
- ITEM 4 - **Demised Premises** – Indoor sports stadium and associated facilities in Barton Avenue, Wallerawang
- ITEM 5 - **Land** – Part Lot 1 DP 1074586
- ITEM 6 - **Expiry of Term** – 30 November, 2005.
- ITEM 7 - **Rent** – One dollar per annum plus GST.
- ITEM 8 - **Organisations** –
 - [i] Lithgow Netball Association Inc.
(Netball courts only)
 - [ii] Wallerawang Public School – Subject to Clause 4.1.4
- ITEM 9 - **Public Liability Insurance** - \$10 million
- ITEM 11 - **Option to Renew** – Not applicable

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

The Common Seal of **City of Lithgow**)
Council ABN 51 367 362 033)
was hereunto affixed in pursuance of)
a resolution of Council)

N. Castle
.....

Mayor



[Signature]
.....
C. FARNSWORTHY

General Manager

Certified correct for the purposes of the Real Property Act 1900
and executed on behalf of the corporation named below by the
authorised persons whose signatures appear below pursuant to
the authority specified.

Corporation: **WALLERAWANG INDOOR SPORTS
ASSOCIATION INC. ABS 87 382 233 788**
Authority: Section 127 of the Corporations Act 2001

Signature of authorised
person:

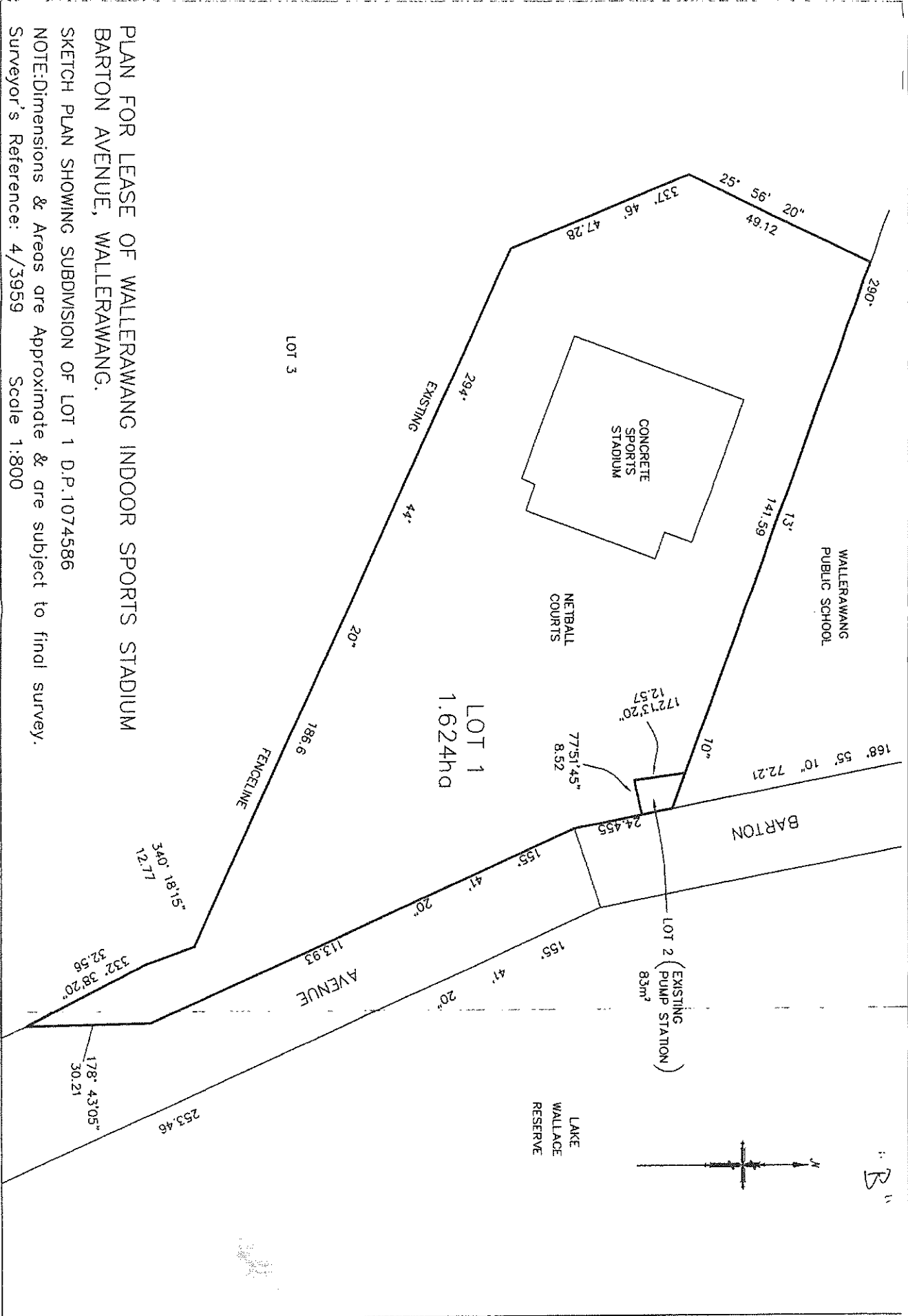
Name of authorised
person:
Office held:

I. Moran
IAN MORAN
President

Rob Morrow
Signature of authorised
Person:

Name of authorised
person:
Office held:

Rob Morrow
ROB MORROW
Secretary



PLAN FOR LEASE OF WALLERAWANG INDOOR SPORTS STADIUM
 BARTON AVENUE, WALLERAWANG.

SKETCH PLAN SHOWING SUBDIVISION OF LOT 1 D.P.1074586
 NOTE: Dimensions & Areas are Approximate & are subject to final survey.
 Surveyor's Reference: 4/3959 Scale 1:800

23 MAY 2006

Doc. No
GDA Ref.
YearsTHIS DEED is made on the 1st day of June, 2005.

BETWEEN: CITY OF LITHGOW COUNCIL ABN 59 186 092 492 of Council Chambers, Mort Street, Lithgow ("the Lessor") of the First Part

AND: WALLERAWANG INDOOR SPORTS ASSOCIATION INC. ABN 87 382 233 788 of Barton Avenue, Wallerawang ("the Lessee") of the Second Part

- RECITING:**
- i) The Lessor is the registered proprietor of Lot 1 DP 1074586 situated in Barton Avenue, Wallerawang.
 - ii) The Lessor proposes to subdivide Lot 1 DP 1074586 and to create an allotment of 1.624 hectares or thereabouts to be known as Lot 1 in such subdivision and upon which is presently located the facilities known as Wallerawang Indoor Sports Stadium and Netball Courts ("the Sports Stadium").
 - iii) The Lessor has granted a Lease to the Lessee for a term of six (6) months ending on 30 November, 2005 in respect of the Stadium, with provision for the Lessee to hold over as a monthly tenant at the expiration of the term of such Lease.
 - iv) The Lessor has agreed to grant to the Lessee a long-term Lease of the Stadium in the form of the Lease annexed hereto marked "A" upon registration of a plan of subdivision at the Land Titles Office creating the parcel of land described as "Lot 1, 1.624 hectares" shown on the plan annexed hereto marked "B" and the Lessee has agreed to enter into such Lease.

THIS AGREEMENT WITNESSES:-


1. The Lessor shall, as soon as practicable, procure the registration of a plan of subdivision of Lot 1 DP 1074586 whereby a parcel of land shall be created as a lot in a Deposited Plan of the area and dimensions shown as "Lot 1, 1.624 hectares" in the plan annexed hereto marked "B", at the cost of the Lessor.

2. Upon registration of the plan of subdivision referred to in paragraph 1 hereof, the Lessor and the Lessee agree to enter into a Lease in the form of the Lease annexed hereto marked "B".
3. Each of the parties shall do all such things as may be reasonably necessary on the part of such party, including the execution of any documents, in order to give effect to the terms of this Deed.


IN WITNESS whereof the parties hereto have executed this Deed on the date first above written.

EXECUTED AS A DEED

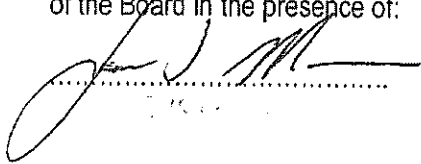
THE COMMON SEAL of CITY OF LITHGOW COUNCIL was hereunto affixed in pursuance of a resolution of the said Council in the presence of:

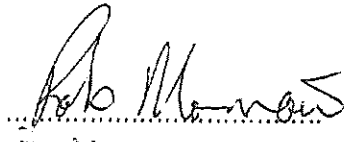

.....
GENERAL MANAGER (FARNSWORTH)
Act




.....
MAYOR

THE COMMON SEAL of WALLERAWANG INDOOR SPORTS ASSOCIATION INC. was hereunto affixed in pursuance of a resolution of the Board in the presence of:


.....


.....

"A"

Form: 07L
Licence: 01-08-084
Licensee: Midware Systems
Le Fevre & Co.

LEASE
New South Wales
Real Property Act 1900

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

PRIVACY NOTE: this information is legally required and will become part of the public record

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises

Part Lot 1 DP 1074586 being Lot 1 shown in plan annexed marked "B", being the Wallerawang Indoor Sports Stadium and Netball Courts, Barton Avenue, Wallerawang

(B) LODGED BY

Delivery Box	Name, Address or DX and Telephone Reference (optional):	CODE L
--------------	----------------------------------------------------------------	---------------

(C) LESSOR

CITY OF LITHGOW COUNCIL ABN 59 986 092 492

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

(D)

Encumbrances (if applicable):

(E) LESSEE

WALLERAWANG INDOOR SPORTS ASSOCIATION INC. ABN 87 382 233 788

TENANCY:

(G) 1. TERM:

2. COMMENCING DATE:
3. TERMINATING DATE: 31 March 2014
4. With an **OPTION TO RENEW** for a period of Ten (10) years set out in clause No. Part 16 of Annexure "A"
5. With an **OPTION TO PURCHASE** set out in clause No. N.A. of N.A.
6. Together with and reserving the **RIGHTS** set out in clause No. N.A. of N.A.
7. Incorporates the provisions set out in **ANNEXURE "A"** hereto.
8. Incorporates the provisions set out in **MEMORANDUM** filed at Land and Property Information New South Wales as No. N.A.
9. The **RENT** is set out in No. Part 3 of Annexure "A"

All handwriting must be in block capitals.

Total Pages (office use only) _____

DATE / /

(H) Certified correct for the purposes of the Real Property Act 1900 by the corporation 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.
Corporation: CITY OF LITHGOW COUNCIL ABN 59 986 092 492
Authority: pursuant to a resolution of Council

Signature of authorised person:

Name of authorised person:
Office held:

Signature of authorised person:

Name of authorised person:
Office held:

Note: where applicable, the lessor must complete the statutory declaration below

Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the corporation named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.
Corporation: WALLERAWANG INDOOR SPORTS ASSOCIATION INC. ABN 87 382 233 788
Authority: Section 127 of the Corporations Act 2001

Signature of authorised person:

Name of authorised person:
Office held:

Signature of authorised person:

Name of authorised person:
Office held:

(I) STATUTORY DECLARATION

I,

solemnly and sincerely declare that -

- 1. The time for the exercise of option to renew/purchase in expired lease No. has ended;
- 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;

Signature of witness:

Signature of lessor:

Name of witness:

Address of witness:

Qualification of witness:

ANNEXURE A

LESSOR: City of Lithgow Council ABN 59 986 092 492

LESSEE: Wallerawang Indoor Sports Association Inc. ABN 87 382 233 788

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

PART 1 – INTERPRETATION

1.1 In this Lease unless the contrary intention appears:-

"Demised Premises" means the premises described in Item 4 of the Reference Schedule situated on the land described in Item 5 of the Reference Schedule and includes any part thereof and where the context so admits such of the fixtures fittings furnishings plant machinery and equipment (if any) from time to time installed therein and owned by the Lessor.

"This Lease" means this Lease including any Schedules and annexures hereto.

"Lessee" means the person or corporation named in Item 3 of the Reference Schedule and includes the Lessee its successors and permitted assigns or, being a person, his executors administrators and permitted assigns and where not repugnant to the context the servants and agents of the Lessee.

"Lessor" means the person or corporation named in Item 2 of the Reference Schedule and includes the Lessor its successors and assigns, or, being a person, his executors administrators and assigns and where not repugnant to the context the servants and agents of the Lessor.

"Stadium" means the stadium constructed on the Demised Premises.

- 1.2 Words importing the singular number include the plural and the masculine gender the feminine or neuter and vice versa and words importing persons include corporations and vice versa.
- 1.3 Any covenant or agreement on the part of two or more persons shall be deemed to bind them jointly and severally.
- 1.4 Reference to a statute or ordinance includes all regulations under and amendments to that statute or ordinance whether by subsequent statute or otherwise and a statute or ordinance passed in substitution for the statute or ordinance referred to or incorporating any of its provisions.
- 1.5 Headings have been inserted for guidance only and shall not be deemed to form any part of the context.

- 1.6 Where under or pursuant to this Lease or anything done hereunder the day on or by which any act matter or thing is to be done is a Saturday or a Sunday or a public holiday in the State or place in which the Demised Premises are situated such act matter or thing may be done on the next succeeding day which is not a Saturday Sunday or such a public holiday.

PART 2 – EXCLUSION OF IMPLIED COVENANTS AND POWERS

The covenants and powers implied in every Lease by virtue of Sections 84, 84A and 85 of the Conveyancing Act, 1919 shall not apply to or be implied in this Lease except insofar as the same or some part thereof is included in the covenants hereinafter contained.

PART 3 – RENT

The Lessee will during the Term pay to the Lessor if demanded from the Lessor and without any deduction whatsoever a Rent of the amount set out in Item 7 of the Reference Schedule hereto to be paid in advance by regular annual payments on each anniversary of the commencement of the Term, the first of such payments to be made on the date of the commencement of the Term.

PART 4 – USE OF THE DEMISED PREMISES AND ASSIGNMENT

4.1 Permitted Use

- 4.1.1 The Lessee will not use or permit to be used the Demised Premises for any purpose other than as a venue for the playing of basketball, volleyball, badminton, netball, or any activity which is permitted by the Rules of Wallerawang Indoor Sports Association Inc. and is approved in writing by the Lessor such approval not to be unreasonably withheld. ~~Netball courts are to be used only for netball.~~ Use of outdoor courts is subject to application and approval by WISA for any activity other than netball.
- 4.1.2 The Lessee may permit the Demised Premises to be used by any of the organisations referred to at Item 8 of the Reference Schedule for the purposes referred to in Clause 4.1.1 without the prior consent of the Lessor having been obtained but the Lessee shall be and remain responsible for compliance with the covenants contained in this Lease notwithstanding that the Demised Premises may be for the time being used by the aforesaid organisations.
- 4.1.3 The Lessee will at its own expense obtain all necessary consents from all appropriate authorities for any use (or change of use) of the premises or any alteration or addition to the premises or any erection display or removal of any sign or advertisement permitted or required by the terms of this Lease provided that any such consents which are required from the Lessor shall not be unreasonably withheld.
- 4.1.4 The Lessee shall permit the use of the Stadium by the Wallerawang Public School for the use of its students, under supervision of teachers employed by the New South Wales Department of Education, during normal school hours without hire charge, for the uses permitted under this Part 4.

4.2 No Noxious Use

The Lessee will not permit any noxious, noisome or offensive art, trade, business occupation or calling at any time during the Term to be exercised, carried on, permitted or suffered in or upon the Demised Premises and will not permit any act, matter or thing whatsoever at any time during the Term to be done in or upon the Demised Premises which shall or may cause annoyance, nuisance, grievance, damage or disturbance to the occupiers or owners of adjoining or neighbouring lands or buildings.

4.3 No Assignment

4.3.1 The Lessee shall not sub-let, assign or otherwise deal with the Demised Premises without the consent of the Lessor which, subject to Clauses 4.3.2 and 4.3.3, shall not be unreasonably withheld, and in no case will assign, sub-let or part with the possession of the whole or any part of the Demised Premises except in accordance with the provisions contained in this Clause.

4.3.2 The Lessor shall not be required to consider an application for consent to an assignment until after the Lessee has remedied all currently continuing breaches of Lease covenants.

4.3.3 The Lessor's consent to an assignment of Lease is subject to the following conditions:-

4.3.3.1 The Lessor shall be reasonably satisfied that the proposed assignee is respectable and responsible and has sufficient commercial expertise to conduct activities and business at the Demised Premises for the purposes provided under the Lease.

4.3.3.2 The Lessee will pay the Lessor's reasonable legal and other expenses of investigating the Lessee's application for consent and of preparing, executing, stamping and registering all the required instruments or dealings and the costs of obtaining the Mortgagee's consent.

4.3.3.3 The Lessor may require the assignee to execute an instrument in which it will assume liability under the Lease for the residue of the Lease term.

4.4 Keep Open for Business

The Lessee keep the Demised Premises open for one or more of the uses referred to in Clause 4.1.1 at all usual recreational hours and shall conduct and supervise the conduct of the activities permitted by such uses including the holding of matches at all times in a proper and efficient and reputable manner.

PART 5 – MAINTENANCE REPAIR AND ALTERATIONS

5.1 To Keep in Repair

5.1.1 Subject to the provisions of Clause 5.1.2, the Lessee will during the whole of the Term and otherwise so long as the Lessee may remain in possession or occupation when where and so often as need shall be maintain replace repair and keep the whole of the Demised Premises in

good and substantial repair order and condition (having regard to their condition at the commencement of the Lease) damage by explosion, earthquake, aircraft, riot, civil commotion, fire, flood, lightning, storm, tempest and reasonable wear and tear, act of God and war damage only excepted.

- 5.1.2 The Lessor shall maintain the grounds, and shall attend to all necessary structural repairs and maintenance in respect of the Stadium and maintain and repair the external netball courts.

5.2 To Keep Clean

The Lessee will during the Term keep the Demised Premises including the windows clean at its own expense so that at all times the Demised Premises shall have a neat and presentable appearance.

5.3 To Maintain Lessee's Equipment

The Lessee will at all times during the Term keep and maintain clean and in good and substantial repair working order and condition all machinery plant equipment fixtures fittings and furnishings of the Lessor.

5.4 Lessor May Inspect

The Lessor may at all reasonable times upon giving to the Lessee reasonable notice (except in the case of emergency when no notice shall be required) enter upon the Demised Premises and view the state of repair thereof and may serve upon the Lessee a notice in writing of any defect for the repair of which the Lessee may be responsible hereunder requiring the Lessee within a reasonable time to repair the same.

5.5 Lessor May Repair

The Lessor may at all reasonable times upon giving to the Lessee reasonable notice (except in the case of emergency when no notice shall be required) enter upon the Demised Premises with workmen and others and all necessary materials for the purpose of complying with any request, requirement, notification or order of any authority having jurisdiction or authority over or in respect of the Demised Premises for which the Lessee is not liable under its covenants herein contained or for carrying out such repairs renovations maintenance modifications extensions or alterations to the Demised Premises or the Building deemed necessary or desirable by the Lessor provided always that in the exercise of any of such power under this Clause no undue inconvenience shall be caused to the Lessee.

5.6 Alterations and Additions

The Lessee will not nor will it permit any person to partition the Demised Premises or make any alteration or addition to the structure or exterior of the Demised Premises or any partitions therein or any additions or alterations thereto (unless required or permitted by this Lease) without the prior written consent of the Lessor and shall in the course of such partitioning, alterations or additions made with the consent of the Lessor observe and comply with all requirements of the Lessor and public

authorities. Without prejudice to the foregoing provisions of the Clause, the Lessee will when applying for the Lessor's approval to any alterations or additions to the Demised Premises submit with the application drawings and specifications in respect thereof prepared by a qualified consultant or consultants approved by the Lessor. Work in respect of alterations or additions to the Demised Premises approved by the Lessor shall only be carried out by contractors or qualified tradesmen approved by the Lessor and if required by the Lessor the Lessee shall on completion of such work hand to the Lessor a certificate by a consultant approved by the Lessor to the effect that such work has been carried out in accordance with the drawings and specifications relating thereto and in accordance with the requirements of all relevant public authorities.

PART 6 – GENERAL LESSEE'S COVENANTS

6.1 Signs and Advertising

The Lessee will not without the prior approval in writing of the Lessor erect display affix or exhibit on or to the exterior of the Demised Premises any signs lights embellishments advertisements names or notices provided however that the Lessor will not withhold consent in respect of a sign which identifies the Lessee and which otherwise conforms with the standard signs contained in other parts of the Demised Premises or advertises such activities which the Lessee may be conducting therein.

6.2 Services

The Lessee will pay as and when the same becomes due for payment all accounts for the supply of all electricity telephone excess water and other services to or from the Demised Premises. The Lessee will if so required by the Lessor in writing install separate meters in respect of such of the services hereinbefore in this Clause referred to as are capable of being separately metered.

6.3 Requirements of Public Authority

The Lessee will forthwith comply with all statutes, ordinances, proclamations, orders and regulations present or future affecting or relating to the Demised Premises or the use thereof, and with all requirements which may be made or notices or orders which may be given by any governmental, semi-governmental, city, municipal, health, licensing or any other authority having jurisdiction or authority in respect of the Demised Premises or the use thereof PROVIDED ALWAYS that the Lessee shall be under no liability in respect of any orders made by any such authority the necessity for which was not caused or contributed to by the Lessee's use or occupation of the Demised Premises. Notwithstanding the foregoing, the Lessee shall not be responsible for any structural alterations.

6.4 Floor Overloading

The Lessee will not do or permit or suffer to be done upon the Demised Premises anything in the nature of overloading any floor of the Stadium whereby the Stadium may be strained or any walls or floors caused to sag or deflect from the right line or the Building may be otherwise damaged.

6.5 Use of Lavatories etc

The Lessee will not use nor permit nor suffer to be used the lavatories toilets sinks and drainage and other plumbing facilities in the Demised Premises for any purposes other than those for which they were constructed or provided and shall not deposit or permit to be deposited therein any sweepings rubbish or other matter and any damage thereto caused by misuse shall be made good by the lessee forthwith.

6.6 Pest Control

The Lessee will take all reasonable precautions to keep the Demised Premises free of rodents vermin insects pests birds and animals and in the event of failing so to do will if so required by the Lessor but at the cost of the Lessee employ from time to time or periodically pest exterminators approved by the Lessor.

6.7 Infectious Illness

The Lessee will in the event of any infectious illness occurring in the Demised Premises forthwith give notice thereof to the Lessor and to the proper public authorities and at the expense of the Lessee will thoroughly fumigate and disinfect the Demised Premises to the satisfaction of the Lessor and such public authorities and otherwise comply with their reasonable and lawful requirements in regard to the same.

6.8 Notice of Defects

The Lessee will give to the Lessor prompt notice in writing of any accident to or defect or want of repair in any services or fixtures fittings plant or equipment in the Demised Premises and of any circumstances likely to be or to cause any danger risk or hazard to the Demised Premises or any person therein or thereon.

PART 7 – INSURANCE

7.1 Public Risk

7.1.1 The Lessee will effect and keep effected in respect of the Demised Premises adequate occupier's public risk insurance for an amount not less than the amount set out in Item 9 of the Reference Schedule in respect of each claim and will notify the Lessor details thereof. The Lessee shall ensure that such insurance covers the indemnities referred to in the following Part and otherwise conforms with the reasonable requirements from time to time of the Lessor of which the Lessee is given notice.

7.1.2 Notwithstanding the provisions of Clause 7.1.1 hereof the Lessor shall have the right at the end of each second year of the term to require the Lessee to increase the sum referred to in Item 9 of the Reference Schedule by such amount as it may reasonably require and such reasonable requirement shall be determined by reference to the amount of Public Risk Insurance which the Lessor requires to be held in respect of other venues owned by the Lessor or held by the Lessor as Trustee for use as public recreation and the conduct of sporting fixtures.

7.1.3 The Lessor shall at its own cost maintain Owner's Public Risk Insurance for an amount not less than the amount set out in Item 9 of the Reference Schedule in respect of each claim.

7.2 Heating

The Lessee will not use or permit or suffer to be used any method of heating or lighting the Demised Premises in contravention of any policy of insurance in respect of the Demised Premises.

7.3 Insurance Not to be Avoided

The Lessee will not at any time during the Term do or suffer to be done or allow any act matter or thing upon the Demised Premises or bring or keep anything therein whereby any insurance relating to the Demised Premises against damage by fire and other risks as aforesaid may be rendered void or voidable or whereby the rate of premium on such insurance shall be liable to be increased and that in case the Lessor shall approve in writing of any proposal of the Lessee to increase the risk of fire the Lessee will pay all additional premiums of insurance on the Demised Premises (if any) required on account of the additional risk caused by the use to which the Demised Premises are put by the Lessee with the consent aforesaid.

7.4 Fire Regulations

The Lessee will comply with insurance sprinkler and fire alarm regulations in respect of any partitions which may be erected by the Lessee upon the Demised Premises and the Lessee will pay to the Lessor the cost of any alterations to the sprinkler and fire alarm installation which may become necessary by reason of the non-compliance by the Lessee with the said regulations or the requirements of the insurer with respect to any partitions which may be erected by the Lessee on the Demised Premises.

7.5 Inflammable Goods, Heavy Machinery

The Lessee will not store or place or permit to be stored or placed in or about the premises any inflammable goods whatsoever or any engine or heavy machinery without the written consent of the Lessor and to comply with any direction given by the Lessor as a condition of any such consent.

7.6 Building Insurance

7.6.1 The Lessor shall maintain at its own cost building replacement insurance for replacement of the Stadium.

PART 8 – INDEMNITIES AND RELEASE

- 8.1.1 The Lessee agrees to occupy and use and keep the Demised Premises at the risk of the Lessee and hereby released to the full extent permitted by law the Lessor and its contractors and employees from all claims and demands of every kind and from all liability which may arise in respect of any accident or damage to property or death of or injury to any person of whatsoever nature or kind in or near the Demised Premises other than such of the same as may be caused by the negligence or wilful act neglect omission or default of the Lessor its contractors or employees and the Lessee agrees that the Lessor shall have no responsibility or liability for any loss of or damage to fixtures or personal property of the Lessee other than such as may be caused by the negligence or wilful act neglect omission or default of the Lessor its contractors or employees.
- 8.1.2 Without prejudice to the generality of sub-clause 8.1.1 hereof, to the extent that moneys paid to the Lessor out of insurances effected by the Lessee do not fully indemnify the Lessor against the same and except where the same is caused by the negligence or wilful act neglect omission or default of the Lessor or its contractors or employees the Lessee will and does hereby indemnify the Lessor its contractors and employees from and against all actions, claims, demands, losses, damages, costs and expenses incurred by the Lessor or for which the Lessor or its contractors or employees may become liable in respect of any damage to property or death of or injury to any person which may be suffered or sustained in, upon or near the Demised Premises whether in the occupation of the Lessor or of the Lessee or of any other person.
- 8.1.3 Without limiting the generality of sub-clauses 8.1.1 and 8.1.2 hereof, but save as may be caused by the negligence or wilful act neglect omission or default of the Lessor, the Lessee will and does hereby indemnify the Lessor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Lessor may become liable in respect of or arising from:-
- 8.1.3.1 The negligent or careless use, misuse, waste or abuse by the Lessee or any contractor, sub-contractor, licensee, invitee, client, customer or visitor of the Lessee or any other person claiming through or under the Lessee of water, gas, electricity, lighting or other services and facilities of the Demised Premises or arising from any faulty fitting or fixture of the Lessee.
- 8.1.3.2 Overflow or leakage of water (including rain water) in or from the Demised Premises but having origin within the Demised Premises and/or caused or contributed to by any act or omission on the part of the Lessee or other persons as aforesaid; provided that in the case of rain water the liability will lie with the Lessor unless such rain water enters the Demised Premises by reason of some act or omission on the part of the Lessee.
- 8.1.3.3 Loss, damage or injury from any cause whatsoever to property or person caused or contributed to by the use of the Demised Premises by the Lessee or other persons as aforesaid.
- 8.1.3.4 Loss, damage or injury from any cause whatsoever to the Demised Premises or to any property or person within or without the Demised Premises occasioned or contributed to by any act, omission, neglect, breach or default of the Lessee or other persons as aforesaid.

- 8.1.4 In addition to the indemnities hereinbefore granted by the Lessee to the Lessor the Lessee HEREBY INDEMNIFIES the Lessor in respect of any claim which may arise out of the Lessee's use and/or occupation of the Demised Premises other than any claim caused by the wilful act neglect omission or default of the Lessor.

PART 9 – QUIET ENJOYMENT

- 9.1 The Lessee paying the rent hereby reserved and duly and punctually observing and performing the covenants obligations and provisions in this Lease on the part of the Lessee to be observed and performed shall and may but subject to any applicable Rules and Regulations of the Building peaceably possess and enjoy the Demised Premises during the Term without any interruption or disturbance from the Lessor or any other person or persons lawfully claiming by from or under the Lessor and otherwise subject only to the prior encumbrances (if any) stated in Item 11 of the Reference Schedule.

9.2 Prospective purchasers

The Lessee shall at all such reasonable times permit intending purchasers or tenants to inspect the premises and permit the Lessor to affix where the Lessor shall think fit a notice specifying that the premises are to be sold and the name and address of the Lessor and its agent and in the last three (3) months of the term hereof permit the Lessor to affix where the Lessor shall think fit a notice specifying that the premises are to be let and the name and addresses of the Lessor and his agent.

PART 10 – DEFAULT, TERMINATION, ETC.

10.1 Re-entry or surrender or default

Subject to the proviso herein contained it is hereby expressly agreed between the parties as follows:-

- 10.1.1 If the rent hereby reserved or any part thereof shall be unpaid for a period of twenty-eight (28) days after any of the days on which the same ought to have been paid upon formal or legal demand having been made therefore; or
- 10.1.2 If the Lessee commits or permits to occur any serious, persistent or continuing breach or default in the due and punctual observance and performance of any of the covenants obligations and provisions contained in this Lease, in particular, but not limited to, the covenants to pay rent, to repair, as to user and as to assignment, and such breach or default is not remedied within one month after notice;

Then and in any one or more of such events the Lessor at any time or times thereafter and without notice or demand shall subject to Section 129 of the Conveyancing Act, 1919 (as amended) have the right to re-enter the premises or any part thereof in the name of the whole and thereby determine the estate of and interest of the Lessee therein and expel and remove the Lessee and those claiming under him without being taken or

decreed guilty of any manner of trespass and without prejudice to any action or other remedy which the Lessor has or might or otherwise could have for arrears of rent or preceding breach of covenant

10.2 If the Lessor becomes entitled to re-enter or determine this Lease then the residue of the Term being unexpired of this Lease shall at the option of the Lessor immediately upon notice of the exercise of such option being given to the Lessee become reduced to one (1) month and thereafter the tenancy hereby created shall be and remain a tenancy from month to month at a rental equivalent to one (1) month's proportion of the rental herein reserved and shall be determinable by one (1) month's notice in writing given by either party to the other expiring at any time.

10.3 **Acceptance of Rent**

Subject to the Proviso in Clause 10.2 acceptance of rent by the Lessor after default by the Lessee under this Lease shall be without prejudice to the exercise by the Lessor of any right power or privilege of the Lessor under this Lease and shall not operate as an election by the Lessor either to exercise or not to exercise any of such rights powers or privileges.

10.4 **Lessee's Insolvency**

It is expressly agreed that notwithstanding anything herein contained upon the Lessee becoming bankrupt or committing an act of bankruptcy or bringing its Estate within the operation of any law relating to bankruptcy or in the event the Lessee, being a corporation, is wound up (other than for the purpose of amalgamation or merger on terms approved by the Lessor such approval not to be unreasonably withheld) then in any such event the residue of the Term for the time being unexpired of this Lease shall at the option of the Lessor immediately upon notice of the exercise of such option being given to the Lessee become reduced to one month and thereafter the tenancy hereby created shall be and remain a tenancy from month to month at a rent equivalent to one (1) month's proportion of the rental herein reserved and shall be determinable by one (1) month's notice in writing given by either party to the other expiring at any time.

10.5 **Lessor may remedy Lessee's defaults**

If the Lessee omits or neglects to pay any money or to do or effect anything which the Lessee has herein covenanted to pay do or effect then on each and every such occasion it shall be lawful for but not obligatory upon the Lessor and without prejudice to any rights or powers arising from such default to pay such money or to do or effect such thing by itself as if it were the Lessee and for that purpose the Lessor may enter upon the Demised Premises and there remain for the purpose of doing or effecting any such thing.

10.6 **Yielding up and removal of Lessee's fixtures**

10.6.1 The Lessee will forthwith upon the expiration of the Term or sooner determination of this Lease peaceably surrender and yield up to the Lessor the Demised Premises clean and free from rubbish and in good and substantial repair and condition (having regard to the age of what is being surrendered or yielded up) in all respects and as nearly as possible in the same condition as at the commencement of the Term or in the event of any part thereof having been replaced or renewed during the Term as nearly as

possible in the same condition as at the date of such replacement or renewal having regard to the age thereof, damage by explosion, earthquake, aircraft, riot, civil commotion, fire, flood, lightning, storm, tempest, reasonable wear and tear and act of God only excepted.

10.6.2 The Lessee shall notwithstanding any other provision hereof upon the determination of the Lease at its own expense and in a proper and workmanlike manner:-

10.6.2.1

If the Lessor so requires, remove any sign, notice or advertisement erected or displayed by the Lessee on the Demised Premises.

10.6.2.2

If the Lessor so requires reinstate any alteration and remove any addition made to the premises by the Lessee.

10.6.2.3

If the Lessee so desires or if the Lessor so requires remove from the Demised Premises all or any part of the fixtures fittings plant machinery utensils shelving counters safes or other articles upon the Demised Premises in the nature of trade or tenant's fixtures brought upon the Demised Premises by the Lessee PROVIDED THAT the Lessee shall make good any damage to the Demised Premises caused by such removal or reinstatement AND PROVIDED FURTHER THAT in the case where the Lessor requires any such removal or reinstatement and the Lessee has not carried out such removal or reinstatement within 60 days of the determination of this Lease then the Lessor may at its option itself carry out any such removal or reinstatement and in such case may recover the costs of so doing as a debt due from the Lessee to the Lessor and the Certificate of the Lessor's architect or builder shall be final and conclusive as between the Lessor and the Lessee as to the cost of any such removal or reinstatement and the Lessor may deal with any items so removed in any manner he considers necessary as if it were the beneficial owner thereof and shall not be bound to account to the Lessee for the value of any such items.

10.7 **Holding over**

If the Lessee continues to occupy the Demised Premises after the expiration of the Term hereby granted with the consent of the Lessor it shall do so as a monthly tenant only at a monthly rental equivalent to one (1) month's proportion of the rent herein reserved and such tenancy shall be determinable by one (1) month's notice in writing given by either party to the other expiring at any time.

PART 11 – GENERAL

11.1 **Exclusion of Warranties**

The Lessee acknowledges and declares that no promise, representation, warranty or undertaking has been given by or on behalf of the Lessor in respect to the suitability of the Demised Premises for any business to be carried on therein or to any air-conditioning plant or other plant or elevators or to the fittings fixtures facilities and amenities of the Demised Premises or as to the business to be carried on in the building.

11.2 **Whole Agreement**

The covenants and provisions contained in this Lease expressly or by statutory implication cover and comprise the whole of the agreement between the parties hereto and it is expressly agreed and declared that no further or other covenants or provisions whether in respect of the Demised Premises or otherwise shall be deemed to be implied herein 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 hereof and the existence of any such implication or collateral or other agreement is hereby negatived.

11.3 **Waiver**

No waiver by the Lessor of one breach of any covenant obligation or provision in this Lease contained or implied shall operate as a waiver of another breach of the same or of any other covenant obligation or provision in this Lease contained or implied.

11.4 **No Premium**

Save as herein contained no premium or other consideration has been or is to be paid to the Lessor hereunder by the Lessee or any other person.

11.5 **Cost of Lease, etc.**

The Lessor will pay all legal costs charges and expenses stamp duty and registration fees payable in respect of this Lease and the Lessee shall pay the legal costs and charges payable in respect of any application for the consent of the Lessor hereunder and of or incidental to any and every breach or default by the Lessee hereunder and incidental to the exercise or attempted exercise of any right, power, privilege, authority or remedy of the Lessor under or by virtue of this Lease properly incurred by the Lessor in consequence of or in connection with the breach or default by the Lessee hereunder.

11.6 **Lessee not to impose liability**

The Lessee will not without the written consent of the Lessor by any act matter or deed or by any failure or omission impose or cause or permit to be imposed on the Lessor any liability of the Lessee under or by virtue of this Lease even though entitled so to do whether by statute ordinance proclamation order regulation or moratorium (present or future) or otherwise.

11.7 **Notices**

All demands requisitions consents elections or notices shall be in writing and may be given to or served upon a party hereto by being left at that party's registered office or principal place of business in the State or place in which the Demised Premises are situated or by being posted in a prepaid certified or registered letter addressed to that party at such office or principal place of business. Any such demand requisition consent election or notice shall be deemed duly served at the expiration of three (3) days after the time of posting. In proving the giving of same it shall be

sufficient to prove the envelope containing the same was properly addressed stamped and registered and put into a post office box in Australia. Any demand requisition consent election or notice given or made by the Lessor may be signed by the Lessor or on its behalf by the Mayor, the General Manager or other authorised officer for the time being of the Lessor and any demand requisition consent election or notice given or made by the Lessee may be signed by the Lessee or on its behalf by the Manager, the Secretary, or any authorised officer for the time being of the Lessee.

11.8 Consents

In any case where pursuant to this Lease the doing or execution of any act matter or thing by the Lessee is dependant upon the consent or approval of the Lessor such consent or approval may be given conditionally or unconditionally or withheld by the Lessor in its absolute uncontrolled discretion unless otherwise herein provided.

11.9 Easements

The Lessor shall be entitled for the purpose of the provision of public or private access to and egress from the Demised Premises, or support of structures hereafter erected on or from adjoining lands or of services (including water, drainage, gas and electricity supply and telephonic and electronic communication services) to grant easements or enter into any arrangement or agreement with any of the owners, Lessees, tenants or occupiers or others interested in any land adjacent or near to the Demised Premises or with any public authority as the Lessor thinks fit and it may likewise for such aforesaid purpose dedicate land or transfer grant or create any easement privilege or other right in favour of such parties or in favour of any such adjoining or neighbouring land or any public authority over or affecting the Demised Premises and this Lease shall be deemed to be subject to any such agreement arrangement right easement or privilege. Notwithstanding the reservation contained in this Clause, the Lessor in the exercise of the rights herein conferred shall not dedicate land or transfer, grant or create any easement privilege or other right to any other person which shall substantially or permanently derogate from the enjoyment of rights conferred on the Lessee by this Lease.

11.10 Non-merger

None of the terms or conditions of this Lease nor any act matter or thing done under or by virtue of or in connection with this Lease or any other agreement between the parties hereto shall operate as a merger of any of the rights and remedies of the parties in or under this Lease or in or under any such other agreement all of which shall continue in full force and effect.

11.11 Supply failure

The Lessor will not be under any liability for any loss injury or damage sustained by the Lessee or any other person at any time as a result of or arising in any way out of the failure of the electricity or water supply or any other services or facilities provided by the Lessor or enjoyed by the Lessee in conjunction with the Demised Premises. Provided always that such loss injury or damage shall not have been caused through the negligence or wilful act neglect, omission or default of the Lessor his agents or contractors.

11.12 Lessee's obligation

Whenever the Lessee is obliged or required hereunder to do or effect any act matter or thing then the doing of such act matter or thing shall, unless this Lease otherwise provides, be at the sole risk and expense of the Lessee.

11.13 Moratorium

Unless application is mandatory by law no statute ordinance proclamation order regulation or moratorium present or future shall apply to this Lease so as to abrogate extinguish impair diminish fetter delay or otherwise prejudicially affect any rights powers remedies or discretion given or accruing to the Lessor.

11.14 Reimbursement of Lessor's Expense

To the extent permissible at law, the Lessee will forthwith upon demand pay to the Lessor by way of additional rent an amount equivalent to any moneys paid by the Lessor in respect of any liability imposed on the Lessee under or by virtue of this Lease notwithstanding that any Statute ordinance proclamation order regulation or moratorium (present or future) directly or indirectly imposes such liability upon the Lessor.

11.15 Rebuttal of agency

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of 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 act 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.

11.16 Severability

The parties expressly agree that if any term or covenant herein be found to be void and/or unenforceable for any reason whatsoever that term or covenant is hereby expressly deemed to be severable from the remaining terms and covenants of this Lease.

PART 12 – HEADLEASE AND/OR OTHER INTERESTS

12.1 The Lessee will at all times during the Term permit the Lessor and any other person having any estate or interest in the Demised Premises superior to or concurrent with the Lessor to exercise the Lessor's powers to enter and view the Demised Premises and to carry out repairs, renovations, maintenance and other work thereon and otherwise to exercise or perform their lawful rights or obligations in regard thereto.

12.2

In the event of a person other than the Lessor becoming entitled to receive the rent hereby reserved either by operation of law or otherwise the Lessee agrees that such person shall have the benefit of all covenants and agreements on the part of the Lessee hereunder and the Lessee at the

cost of the Lessor will enter into such covenant with such other person in that regard as the Lessor may reasonably require.

- 12.3 The Lessor will not permit the Lessee's estate or interest hereunder to be determined by reason of the determination of any superior estate or interest due to default by the Lessor under its Headlease.
- 12.4 No act, matter or thing whatsoever shall at any time during the Term be done or permitted by the Lessee which might prejudice or give ground for the determination of the estate or interest of the Lessor in the Demised Premises.

PART 13 – FURTHER OBLIGATIONS OF LESSEE

- 13.1 The Lessee shall at all times comply with all laws, statutes, regulations, orders and requirements of all relevant authorities with regard to the conduct of its activities upon the Demised Premises, including but not limited to the supply of foodstuffs on the property, employment of persons by the Lessee, occupational health and safety.
- 13.2 The Lessee shall insure for their full insurable value all plant equipment and effects of the Lessee upon the premises and shall indemnify the Lessor against any claim or loss howsoever arising in respect thereof.

PART 14 – LESSOR'S RIGHT OF USE

The Lessee HEREBY FURTHER COVENANTS AND AGREES with the Lessor that should the Lessor from time to time wish to make use of the Stadium for a function then the Lessee shall not unreasonably withhold its consent to the Lessor so doing and for the purpose of this Clause it shall be deemed that such request will be reasonable provided it does not interfere with the use of the Stadium by the Lessee and provided that the Lessor shall not be entitled to use the Stadium during periods when it would normally be used by the Lessee for the purposes permitted by Clause 4 of this Lease.

PART 15 – GOODS AND SERVICES TAX

The rent and all other monies payable to the Lessor are exclusive of Goods and Services Tax (GST). Whenever the Lessee becomes liable to pay rent or other monies payable under this Lease in respect of a taxable supply made by the Lessor the Lessee must also pay an additional 10% to cover GST. This percentage of 10% assumes that GST payable on the value of a taxable supply is 10%. If the GST rate is different then this percentage will instead be the GST rate.

PART 16 – REFERENCE SCHEDULE

- ITEM 1 - **Date of Commencement –**
- ITEM 2 - **Lessor – City of Lithgow Council**
- ITEM 3 - **Lessee – Wallerawang Indoor Sports Association Inc.**
- ITEM 4 - **Demised Premises – Indoor sports stadium and associated facilities in Barton Avenue, Wallerawang**
- ITEM 5 - **Land – Part Lot 1 DP 1074586**
- ITEM 6 - **Expiry of Term – 31 March, 2014.**
- ITEM 7 - **Rent – One dollar per annum plus GST.**
- ITEM 8 - **Organisations –**
 - [i] Lithgow Netball Association Inc.
(Netball courts only)
 - [ii] Wallerawang Public School – Subject to Clause 4.1.4
- ITEM 9 - **Public Liability Insurance - \$10 million**
- ITEM 11 - **Option to Renew**
 - a) Further period of ten years
 - b) Maximum period of tenancy under this lease and permitted renewals -
 - c) First day option for renewal can be exercised – 1 October 2013
 - d) Last day option for renewal can be exercised – 1 January 2013

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

The Common Seal of **The Council of**)
the City of Lithgow)
ABN 51 367 362 033)
was hereunto affixed in pursuance of)
a resolution of Council)

.....
Mayor

.....
General Manager

Certified correct for the purposes of the Real Property Act 1900\ and executed on behalf of the corporation named below by the authorised persons whose signatures appear below pursuant to the authority specified.

Corporation: **WALLERAWANG INDOOR SPORTS ASSOCIATION INC. ABS 87 382 233 788**

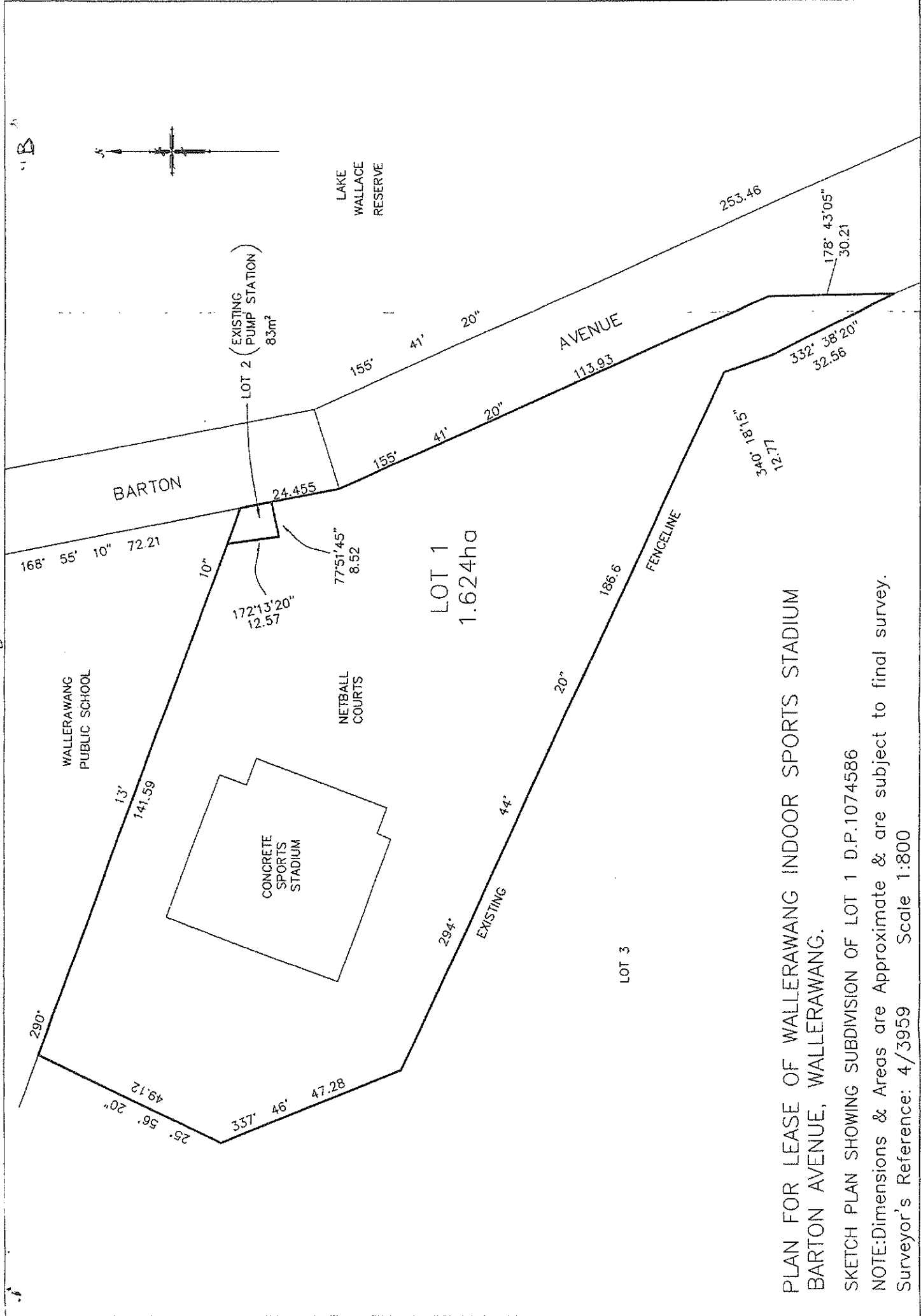
Authority: Section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised Person:

Name of authorised person:
Office held:

Name of authorised person:
Office held:



LOT 1
1.624ha

PLAN FOR LEASE OF WALLERAWANG INDOOR SPORTS STADIUM
BARTON AVENUE, WALLERAWANG.

SKETCH PLAN SHOWING SUBDIVISION OF LOT 1 D.P.1074586

NOTE: Dimensions & Areas are Approximate & are subject to final survey.
Surveyor's Reference: 4/3959 Scale 1:800