



NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 8/36253

EDITION NO DATE SEARCH DATE TIME -----____ -----____ 19/1/2005 22/11/2022 12:10 PM

LAND

LOT 8 IN DEPOSITED PLAN 36253 LOCAL GOVERNMENT AREA RANDWICK PARISH OF BOTANY COUNTY OF CUMBERLAND TITLE DIAGRAM DP36253

FIRST SCHEDULE

NEW SOUTH WALES LAND AND HOUSING CORPORATION

SECOND SCHEDULE (1 NOTIFICATION)

AB229267 LEASE TO EASTERN SUBURBS COMMUNITY YOUTH ASSOCIATION LIMITED EXPIRES: 31/7/2009.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

BGTX2 PRINTED ON 22/11/2022

^{*} Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.





NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 9/36253

EDITION NO DATE SEARCH DATE TIME _____ ---------____ 22/11/2022 12:10 PM

VOL 13210 FOL 188 IS THE CURRENT CERTIFICATE OF TITLE

LAND

LOT 9 IN DEPOSITED PLAN 36253 LOCAL GOVERNMENT AREA RANDWICK PARISH OF BOTANY COUNTY OF CUMBERLAND TITLE DIAGRAM DP36253

FIRST SCHEDULE

NEW SOUTH WALES LAND AND HOUSING CORPORATION

SECOND SCHEDULE (0 NOTIFICATIONS)

NIL

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

BGTX2 PRINTED ON 22/11/2022

^{*} Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

*07L Form: Release:

www.lpi.nsw.gov.au

LEASE

New South Wales Real Property Act 1900



AR220267N

| TAMP DUTY ORRENS TITLE | Office of State Revenue use only NEW SOUTH WALES DUTY 01-12-2004 00 SECTION 179-ORIGINAL NO DUTY PAYABLE Property leased: if appropriate, specify the part or premises REFER ANNEXURE "B" | 002333842-007 | | | | |
|------------------------|---|--|--|--|--|--|
| | O1-12-2004 O0 SECTION 179-ORIGINAL NO DUTY PAYABLE Property leased: if appropriate, specify the part or premises | 002333842-00 | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| ODGED BY | Box DEPARTMENT OF HOUSING DX 21226, ASHFIELD H: | CODE | | | | |
| ESSOR | Reference: (20041232 - VARIOUS | L | | | | |
| ESSEE | EASTERN SUBURBS COMMUNITY YOUTH ASSOCIATION LIMITED ACN: 002 199 448 TENANCY: | The second secon | | | | |
| | off LE | 51933 0 | | | | |
| | 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | | | | | |
| | |) 0020000/00/4/4/4/4/ | | | | |
| | WARRING WATER AND | | | | | |
| | | | | | | |
| | W 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 | BESCRER ARRECT FARM REAL ANGELOWS | | | | |
| | | | | | | |
| | | .700 00 0700000000000000000000000000000 | | | | |
| = | | | | | | |
| | | ith Wales as | | | | |
| | | ###################################### | | | | |
| | TERM: FIVE COMMENCINE TERMINATING With an OPTI Together with Incorporates Incorporates No. N.A. | Reference: 1 20041332 - VW210US NEW SOUTH WALES LAND AND HOUSING CORPORATION The lessor leases to the lessee the property referred to above. Encumbrances (if applicable): EASTERN SUBURBS COMMUNITY YOUTH ASSOCIATION LIMITED ACN: 002 199 1448 TENANCY: TERM: FIVE (5) YEARS COMMENCING DATE: 1 AUGUST 2004 TERMINATING DATE: 31 JULY 2009 With an OPTION TO RENEW for a period of N.A. set out in clause N.A. of N.A. With an OPTION TO PURCHASE set out in clause N.A. of N.A. Together with and reserving the RIGHTS set out in clause N.A. of N.A. Incorporates the provisions set out in MEMORANDUM filed at Land and Property Information New Sou No. N.A. | | | | |

Recal

J. My John H Filhert

ASHFIOLD NSW ND HOUSING CORPORATION COMMUNITY YOUTH ASSOCATION LIMITED .C.N. 002 199 448 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: EASTERN SUBURBS COMMUNITY YOUTH ASSOCIATION LIMITED BY AUTHORITY OF THE COMMITTEE Authority: Signature of authorised person: Signature of authorised person: Name of authorised person: - Christma Re Name of authorised person: Office held: Office held: STATUTORY DECLARATION **(I)** solemnly and sincerely declare that-1. The time for the exercise of option to _____ in expired lease No. _____ has ended; 2. The lessee under that lease has not exercised the option Made and subscribed at in the presence of— Signature of witness: Signature of lessor: Name of witness: Address of witness: Qualification of witness:

THIS IS ANNEXURE "A" TO THE LEASE DATED THE 16 TH DAY OF HOUSING COPPORATION (ACLESCOP)

BETWEEN: NEW SOUTH WALES LAND AND HOUSING CORPORATION (AS LESSOR)
AND: EASTERN SUBURBS COMMUNITY YOUTH ASSOCIATION LIMITED (AS LESSEE)

1. EXCLUSION OF STATUTORY PROVISIONS

- 1.1 IMPLIED COVENANTS NEGATIVED: The covenants powers and provisions implied in leases by virtue of the Conveyancing Act 1919 (as amended) are hereby expressly negatived except in so far as they or some part or parts thereof are included in the provisions expressed in this Lease.
- 1.2 The exemption under clause 23C of the Residential Tenancies (Residential Premises) Regulation 1995 NSW applies to this Lease and this Lease is exempted from the operation of the Residential Tenancies Act 1987 NSW.

2. RENT AND OUTGOINGS

- 2.1 <u>RENT</u>: The yearly rent payable by the Lessee hereunder shall be as stated in Item 1 of the Schedule hereto payable in advance to the Lessor, subject to the Lessor's right to review the rent in accordance with Lessor's policies and the Guidelines.
- 2.2 <u>RATES AND TAXES</u>: The Party specified in Item 3 .1 of the Schedule hereto shall pay all rates taxes charges and assessments which at any time during the term of this Lease are charged upon the Demised Premises or upon any of the Parties hereto.
- 2.3 <u>SERVICES:</u> The Lessee shall pay promptly all charges for electricity, gas and water usage which may from time to time be imposed or charged in respect of electricity, gas and water consumed in or on the Demised Premises to the supply authority on or before the due date therefor and the Lessee shall also pay all charges in respect of any telephone service connected to the Demised Premises and all other charges and impositions imposed by any public utility or authority for the supply of any service supplied to the Demised Premises.

3. PERMITTED USE OF PREMISES

- 3.1 <u>USE OF PREMISES</u>: The Lessee covenants and agrees not to use or permit to be used the Demised Premises or any part thereof for any purpose other than as rental accommodation to eligible persons under the Program described in Item 2 of the Schedule hereto or such other uses incidental thereto as are first approved in writing by the Lessor <u>PROVIDED THAT</u> such approval shall not be unreasonably withheld.
- 3.2 <u>ASSIGNMENT AND TRANSFER</u>: The Lessee covenants and agrees not to assign transfer mortgage charge part with possession of or otherwise deal with or dispose of the Demised Premises or any part thereof or by any act or deed procure the Demised Premises or any part thereof to be assigned transferred mortgaged charged or put into the possession of any person or persons without the Lessor's prior written consent.

Reial

J.16

Page 3 of 17

3.3 SUBLETTING:

- 3.3.1 The Lessee shall not sublet or grant any licence affecting the Demised Premises or any part thereof except to an eligible person or persons described in Item 6 of the Schedule hereto.
- 3.3.2 The Lessee shall ensure that the number of sub-tenants does not exceed a reasonable number with regard to the size of the Demised Premises and the facilities available.
- 3.3.3 Subleases shall be in a form which complies with the requirements of the Residential Tenancies Act 1987 and all applicable laws in New South Wales ("the Tenancy Agreement").
- 3.3.4 The Lessee shall not allow an occupier into possession of any part of the Demised Premises until a Tenancy Agreement has been entered into.
- 3.3.5 Any rental collected by the Lessee in respect of the sub-letting of the Demised Premises shall be accounted for separately and applied towards the cost of the outgoings on the Demised Premises.
- 3.4 <u>PREMISES NOT TO REMAIN VACANT</u>: The Lessee shall not cause or permit the Demised Premises or any part thereof to remain unoccupied for any period exceeding one (1) month without the prior written consent of the Lessor which consent shall not be unreasonably withheld.
- 3.5 <u>NO NOXIOUS USE OF PREMISES</u>: The Lessee covenants and agrees that it shall not at any time during the continuance of this Lease:
 - 3.5.1 do or permit any use act or thing whatsoever in upon or about the Demised Premises or any part thereof which is illegal or which shall or may be to the annoyance, nuisance, damage or disturbance of owners or occupiers of adjacent premises; or
 - 3.5.2 hold or permit to be held any auction sale in or upon the Demised Premises or any part thereof.

4. QUIET ENJOYMENT

4.1 QUIET ENJOYMENT: Upon 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, <u>THEN</u> the Lessee may peaceably possess and enjoy the Demised Premises for the term hereby granted without interruption or disturbance by the Lessor <u>PROVIDED ALWAYS</u> that the Lessor shall have right of access in accordance with the provisions of clause 8 of this Lease.

5. SUITABILITY/ FUNCTIONALITY OF PREMISES

NO WARRANTY BY LESSOR: The Lessor does not in any way warrant or make any representation whatsoever and nothing in this Lease shall imply or warrant that the Demised Premises are fit or entitled to be used for any particular purpose and the Lessee hereby acknowledges that in entering into this Lease he has not relied upon any representation made by the Lessor as to the suitability of the Demised Premises for any particular purpose of the Lessee AND the Lessor shall not be liable for any loss, damage, claim, cost, demand and expense of any kind whatsoever and howsoever arising in connection thereto.

2

JHG JR

6. MANAGEMENT OF PREMISES

- MANAGEMENT DURING LEASE: The Parties agree that the Lessee shall manage the Demised Premises in compliance with the Guidelines and any other agreement or agreements as set out in Item 7 of the Schedule. The failure of the Lessee to manage the Demised Premises in accordance with the above shall be deemed to be a fundamental breach of the provisions of this Lease on the part of the Lessee and shall give rise to an immediate right on the part of the Lessor to terminate this Lease in accordance with the provisions of clause 13 hereof.
- ACCOUNTING: The Lessee shall account to the Lessor for all monies collected by Lessee in respect of sub-letting of the Demised Premises and shall in this respect furnish the Lessor with a statement of income and expenditure for the Demised Premises for the twelve months ending on 30 June of each year of its management of the Demised Premises no later than 30 September of that year. The Lessee shall upon request supply such further information relative to the Demised Premises as the Lessor may from time to time require.

7. MAINTENANCE REPAIR AND CARE OF PREMISES

- 7.1 <u>REPAIR OF PREMISES DURING LEASE</u>: The Party specified in Item 3.2 of the Schedule hereto shall during the whole of the term of the Lease and/ or any holding over period, maintain replace repair and keep the whole of the Demised Premises in good and substantial repair working order and condition, including the fixtures and fittings therein <u>PROVIDED THAT</u> fair wear and tear, damage by fire flood lightning storm tempest and structural damage not caused by the Lessee shall only be excepted.
- 7.2 <u>REPAIR OF WILFUL DAMAGE</u>: The Lessee covenants and agrees that it shall, during the whole of the term of this Lease and otherwise for so long as the Lessee may remain in possession, be responsible for and shall at its own cost promptly repair and make good any wilful damage of whatsoever nature to the Demised Premises <u>PROVIDED THAT</u> fair wear and tear, damage by fire flood lightning storm tempest and structural defects not caused by the Lessee shall only be excepted.
- 7.3 INSPECTION RECORD: Prior to the commencement of this Lease the Lessor may at its discretion inspect the Demised Premises making a record of the cleanliness state of repair and working order of appliances. If such an inspection is made the Lessor shall record details of the condition of the Demised Premises on an Inspection Record Form. Two copies of this record shall be signed by the Lessor and delivered to the Lessee before the commencement of this Lease. The Lessee shall check the record noting any discrepancy and sign and return one copy to the Lessor within seven (7) days of commencement of this Lease.
- 7.4 <u>REPAIR ON TERMINATION OF LEASE</u>: The Lessee covenants and agrees that it shall at the expiration or sooner determination of this Lease peaceably surrender and yield up to the Lessor the whole of the Demised Premises in good and substantial repair order and condition in all respects and clean and free from rubbish <u>PROVIDED THAT</u> fair wear and tear, damage by fire flood lightning storm tempest and structural defects not caused by the Lessee shall only be excepted.
- 7.5 <u>CLEANING</u>: Without affecting the generality of Clauses 7.7 and 7.8 the Lessee covenants and agrees to clean and keep clean the interior and exterior of all buildings and improvements erected on the Demised Premises.

2

JHG 12

Page 5 of 17

- 7.6 <u>LESSEE'S COMPLIANCE WITH REGULATIONS, ORDINANCES, ETC</u>: The Lessee at its own expense shall observe and comply with all notices orders directions and proclamations which may be made given notified or ordered by any Council Government or statutory body or authority relating to the Demised Premises or any part thereof including any work of a structural nature arising out of the use and occupation thereof by the Lessee.
- 7.7 GENERAL PROVISIONS: The Lessee covenants and agrees as follows:
 - 7.7.1 to keep clean and free all drains and waste pipes in or upon the Demised Premises;
 - 7.7..2 to not use or permit to be used the lavatories toilet sinks drainage and other plumbing facilities in the Demised Premises for any purposes other than those for which they were constructed or provided;
 - 7.7.3 to give the Lessor prompt notice in writing of any breakages to or defects in the water pipes or electrical fittings or in any services as well as any circumstances likely to cause any danger risk or hazard;
 - 7.7.4 to keep all trees plants and lawns (if any) in the Demised Premises in good and substantial condition;
 - 7.7.5 to keep up fences and comply with all and every requirement on the Lessor's part to contribute to the cost of erecting repairing or keeping in repair any dividing fence or as otherwise specified herein;
 - 7.7.6 to take all responsible actions to keep the Demised Premises free of rodents vermin insects and pests;
 - 7.7.7 to notify the Lessor promptly of any infectious disease or illness being a notifiable disease or illness under any State or Commonwealth Legislation occurring in the Demised Premises.
- The Lessor may serve upon the Lessee a notice in writing of any defect requiring the Lessee forthwith to repair the same ("Notice to Repair") and in default of the Lessee so doing it shall be lawful for the Lessor with seven (7) days prior notice to enter and execute the repairs by its contractors or agents and all costs and expense of carrying out such work shall forthwith be payable by the Lessee to the Lessor PROVIDED THAT fair wear and tear, damage by fire flood lightning storm tempest and structural defects not caused by the Lessee shall only be excepted.

8. ACCESS

- 8.1 <u>LESSOR'S RIGHTS OF ACCESS</u>: The Lessor shall have access to the Demised Premises in the following circumstances:
 - 8.1.1 immediately and without notice when in the opinion of the Lessor an emergency threatens life or substantial damage in or upon the Demised Premises;
 - 8.1.2 with seven (7) days prior notice to carry out repairs;

2

JH6

Page 6 of 17

- 8.1.3 four times per year at the option of the Lessor with seven (7) days prior notice for the purpose of ascertaining whether the Lessee is complying with the provisions of this Lease or to view the state of repair of the Demised Premises and otherwise as agreed between the parties;
- 8.1.4 in accordance with any Notice issued by the Lessor with respect to any breach or default by the Lessee.

9. ALTERATIONS AND ADDITIONS

- 9.1 <u>NO ALTERATIONS WITHOUT CONSENT</u>: The Lessee covenants and agrees that it shall not without the previous consent in writing of the Lessor erect or construct upon the Demised Premises or any part thereof any building structure or improvement on the Demised Premises or any part thereof ("any Works").
- 9.2 Any Works consented to by the Lessor shall be erected or carried out on such financial arrangements as may be determined by the Lessor, and any Works shall be carried out by qualified tradesmen and in accordance with plans and specifications previously approved in writing by the Lessor and to the satisfaction in all respects of the Lessor.
- 9.3 The Lessor shall not unreasonably withhold consent.

10. INSURANÇES

- 10.1 <u>INSURANCE OF BUILDING</u>: The Party specified in Item 3.3 of the Schedule hereto shall at its own cost effect and at all times during the term of the Lease and any holding over period keep in full force and effect insurance of the Building. Where the Party specified in the Schedule is the Lessee, such insurance shall be taken out in the joint names of the Lessee and the Lessor. In such circumstances, the Lessee further agrees that, in the event of any claims under the policy, proceeds of such claims will be the property of the Lessor for its use pursuant to clause 12 hereof or otherwise at the Lessor's absolute discretion.
- 10.2 <u>PUBLIC LIABILITY INSURANCE</u>: The Lessee covenants and agrees to effect and keep current at all times during the term of this Lease with a reputable insurance company approved by the Lessor an insurance policy in respect of Public Liability Insurance for the Lessor's risk as property owner and the Lessee's risk as occupier for a minimum amount of Ten Million Dollars (\$10,000,000.00) or such greater amount as the Lessor may specify in writing.
- 10.3 <u>EVIDENCE OF INSURANCE</u>: The Lessee shall deliver to the Lessor upon demand all cover notes and applicable policies of insurance including any certificates of renewal and receipts for the premiums payable thereunder.
- 10.4 <u>LESSEE NOT VOID INSURANCES</u>: The Lessee shall not at any time during the term of this Lease do or permit any act matter or thing upon the Demised Premises whereby any insurance in respect thereof may be rendered void or voidable.

C

JH6 Y

11. RELEASE AND INDEMNITIES

- 11.1 <u>RELEASE OF LESSOR</u>: The Lessee agrees to occupy use and keep the Demised Premises at the risk of the Lessee and hereby releases to the fullest extent permitted by law the Lessor its servants and agents and contractors in the absence of any negligent act or omission or wilful default on their part from all claims and demands of every kind resulting from any accident damage or injury occurring therein <u>AND</u> the Lessee expressly agrees that in the absence of any negligent act or omission or wilful default on the part of the Lessor as aforesaid, the Lessor shall have no responsibility or liability for any loss or any damage to fixtures and/or personal property of the Lessee.
- 11.2 <u>LESSEE'S INDEMNITIES:</u> The Lessee hereby does indemnify and hold indemnified the Lessor from and against all actions, claims, demands, losses, damages, costs and expenses which the Lessor may sustain or incur or for which the Lessor may become liable whether during or after the term of this Lease in respect of or arising from:
 - 11.2.1 the neglect or default of the Lessee to observe or perform any of the terms covenants and conditions expressed in or implied in this Lease;
 - 11.2.2 the negligent use or misuse waste or abuse by the Lessee of any water, gas, electricity or other services to the Building;
 - 11.2.3 the overflow leakage or escape of water, fire, gas, electricity or any other harmful agent whatsoever in or from the Demised Premises;
 - 11.2.4 the interruption of services to the Demised Premises;
 - 11.2.5 the failure of the Lessee upon becoming aware of any defect in any of the fire prevention equipment or other facilities presently available (or installed at any future time) in relation to the premises to notify the Lessor of such defect;
 - 11.2.6 the use of the premises and any common parts by the Lessee;
 - 11.2.7 the carrying out of any additions or alterations or other works to the Demised Premises by the Lessee;
 - 11.2.8 the use by the Lessee of any car parking facilities in the Building as permitted by this Lease;
 - 11.2.9 the happening of any accident or event in or about the Demised Premises;

<u>AND</u> it is hereby agreed that the Lessor shall not be liable or in any way responsible to the Lessee for any injury, loss or damage which may be suffered or sustained to any property or by any person on the Demised Premises unless caused by the wilful act or omission of the Lessor its servants or agents.

11.3 <u>SURVIVAL OF INDEMNITIES:</u> Each indemnity in this Lease is a continuing obligation, separate and independent from the other covenants of the Lessee and survives termination of this Lease.

2

JH6

Page 8 of 17

12. DESTRUCTION OR DAMAGE TO BUILDING

- DESTRUCTION OR DAMAGE TO BUILDING: If the whole or any part of the Demised Premises shall be destroyed or damaged by fire flood lightning storm tempest earthquake or other disabling cause during the term of this Lease so as to render the Demised Premises substantially unfit for the use and occupation of the Lessee then the Lessor may at its discretion endeavour to provide temporary accommodation to the Lessee's sub-tenants until such time as any repairs have been effected. Alternatively, this Lease may be terminated without compensation, by any Party by serving a Notice in writing to the other Party PROVIDED ALWAYS that the Lessee shall only be entitled to serve such Notice upon the Lessor if the Lessor shall have failed to rebuild or re-instate the Demised Premises within a reasonable time after the destruction or damage to the Building takes place.
- NO OBLIGATION TO REBUILD OR RE-INSTATE: Nothing herein contained or implied shall be deemed to impose any obligation upon the Lessor to rebuild or re-instate the Building or make it fit for occupation and use <u>BUT NEVERTHELESS</u> the Lessor shall have the right at all reasonable times with workmen and other persons with all necessary materials and appliances to enter upon the Demised Premises for the purpose of rebuilding or re-instating the Building or making it fit for occupation and use of the Lessee.
- ABATEMENT OF RENT: In the event that the whole or any part of the Demised Premises shall be destroyed or damaged by the causes referred to in clause 12.1 hereof then the rent payable hereunder shall abate either wholly or partially having regard to the extent of such damage or destruction until such time as the Demised Premises are reinstated or alternative accommodation is provided.

13. DEFAULT BY LESSEE AND TERMINATION OF LEASE:

NOTICE TO REMEDY BREACH: Where the Lessee commits or permits any breach or default in the due and punctual observance and performance of the covenants, conditions or provisions of this Lease (or any provision of the agreement(s) if any, described in Item 7 of the Schedule hereto), on the part of the Lessee to be observed and performed and where such default is one capable of remedy (and not being a fundamental persistent serious or repetitive breach) THEN the Lessor shall be entitled to serve upon the Lessee a Notice in writing specifying the nature of the default and the requirement for the Lessee to remedy the same within twenty one (21) days after the date of service thereof.

13.2 <u>DETERMINATION ON BREACH OR OTHER DEFAULT:</u>

- 13.2.1 It is hereby expressly agreed and declared that the covenants by the Lessee contained or implied in:
 - (i) clause 2 (and as otherwise provided in the Schedule hereof) to pay the annual rent and outgoings;
 - (ii) clause 3 relating inter alia to use, sub-letting occupation, assignment and/or transfer of the Demised Premises;
 - (iii) clause 6 relating inter alia to the Lessee's management of the Demised Premises;
 - (iv) clauses 7.1, 7.2 and 7.5 relating to maintenance repair and cleaning and clause 7.4 whereby the Lessee's undertakes to peaceably surrender and yield up to the Lessor the whole of the Demised Property in good and substantial repair;

2

Page 9 of 17

22

- (v) clause 8 relating to provision of access to the Lessor;
- (vi) clause 10 relating to the maintenance by the Lessee of insurances;
- (vii) this Lease relating to compliance with the agreement(s) described in Item 7 of the Schedule hereof;
- (ix) this Lease relating to compliance with the Guidelines;

are (subject to the proviso hereinafter contained) essential and/or fundamental covenants or provisions of this Lease and the breach non-observance or non-performance of any one or more of such covenants and provisions shall be deemed to be a fundamental breach of this Lease on the part of the Lessee PROVIDED THAT the presence of this clause in this Lease shall not mean or be construed as meaning that there are no other fundamental and/or essential covenants or provisions in this Lease.

- 13.3 <u>RIGHT TO RE-ENTER AND TERMINATE:</u> It is hereby expressly agreed and declared that notwithstanding anything contained or implied in or by the Real Property Act, 1900 or the Conveyancing Act, 1919 the Lessee covenants with the Lessor that:
 - 13.3.1 if the rent hereby reserved or any part thereof shall be unpaid for the space of fourteen (14) days (although no formal demand therefore has been made); or
 - 13.3.2 if the Lessee has committed a fundamental breach; or
 - 13.3.3 if the Lessee fails to remedy the breach or default specified in a Notice served pursuant to clause 13.1 hereof within the time specified in the said Notice; or
 - in case default is made in the fulfilment of any covenant condition or stipulation whether express or implied in this Lease, in the Guidelines or the agreement(s) specified in Item 7 of the Schedule hereof on the part of the Lessee to be performed and observed, and such default is continued for a space of twenty one (21) days; or
 - in case repairs required by any Notice to Repair served pursuant to clause 7.8 hereof are not completed within the time specified in the said Notice; or
 - 13.3.6 if the Lessee shall go into liquidation (whether voluntarily or compulsorily);

<u>THEN</u> the Lessor shall be entitled in its absolute discretion to re-enter upon the Demised Premises or any part thereof in the name of the whole and thereby determine the estate of the Lessee therein, expel and remove the Lessee and all other occupiers without liability for the tort of trespass or to the Lessee for any liability it may incur, without prejudice to any remedies which might otherwise be available to the Lessor, and without releasing the Lessee from liability in respect of the breach or non-observance of any covenant or condition or stipulation under this Lease, in the Guidelines or in the agreement(s) described in Item 7 of the Schedule hereto.

Q

JHG JE

- Should the Lessor terminate this Lease <u>THEN</u> without prejudice to any other rights or remedies of the Lessor herein contained or implied <u>IT IS EXPRESSLY AGREED AND DECLARED</u> that the Lessor shall be entitled to recover from the Lessee as and by way of liquidated damages for such breach, the Lessee's proportion of the statutory outgoings of the Building, and other monies which would have been payable by the Lessee for the unexpired residue of the term but for such termination calculated from the date of such termination to the date of expiration of the term of this Lease.
- RIGHT OF LESSOR TO REMEDY LESSEE'S DEFAULT: On each and every occasion in which 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 it shall be lawful for but not obligatory upon the Lessor (and without prejudice to any rights and powers arising from such default) to pay such money or to do or effect such thing by themselves their architects agents contractors and workmen as if it were the Lessee and for that purpose the Lessors their architects contractors workmen and agents may with seven (7) days prior notice to the Lessee enter upon the whole or any part of the Demised Premises and there remain for the purpose of doing or effecting any such thing and the Lessor may sue for and recover from the Lessee the amount expenses and costs of such payment or of such doing or effecting forthwith as a liquidated debt in any court of competent jurisdiction or otherwise provided for in this Lease.
- 13.6 <u>TERMINATION OF LEASE NOT TO AFFECT ANTECEDENT BREACH:</u> The termination of this Lease shall not prejudice or affect any rights or remedies of the Lessor against the Lessee.

14. WAIVER:

- 14.1 The Lessor shall not be taken to have waived any right or entitlement it may have under this Lease unless and until the waiver is notified in writing to the Lessee.
- 14.2 No consent or waiver by the Lessor in respect of a breach of a covenant or provision under this Lease, shall be deemed to operate as a consent or waiver to or of any other breach of the same or any other covenant or provision (whether of the same or of a different nature).
- 15. <u>LESSOR TO BECOME LESSEE'S ATTORNEY:</u> By the execution of this Lease the Lessee does irrevocably nominate constitute and appoint the Lessor to be the true and lawful attorney of the Lessee to execute on behalf of and in the name of and as the act and deed of the Lessee, a surrender of this Lease and if necessary a withdrawal of any caveat registered by the Lessee against the Demised Premises or the land of which the Demised Premises may form part as may be necessary to obtain registration thereof <u>PROVIDED ALWAYS THAT</u> such power shall not be exercised unless and until this Lease shall have been determined by the Lessor in accordance with the powers of the Lessor under this Lease expressed or implied sufficient proof whereof to the satisfaction of the authority having control of the registration of the surrender of lease or withdrawal of caveat shall be a declaration of the attorney exercising the power and any such act or deed such attorney shall lawfully do or purport to do or cause to be done by virtue of the said appointment is hereby ratified and confirmed by the Lessee.
- 16. <u>LESSE'S RIGHT TO EARLY SURRENDER:</u> Notwithstanding the term of this Lease agreed between the parties hereto, the Lessee may surrender this Lease during the term by giving not less than six (6) months previous notice in writing of such intention to the Lessor. In such event the Lessee shall execute at its expense all documents and do all such things as required to surrender this Lease.

2

JHG

Page 11 of 17

17. NOTICES

- 17.1 <u>SERVICE BY LESSOR</u>: All notices to be served by the Lessor on the Lessee under or in respect of this Lease shall be sufficiently served if signed by the Lessor or a person for the time being duly authorised so to do and if served personally or sent by ordinary prepaid post addressed to the Lessee at the Lessee's address shown on the front page of this Lease or if left at the Demised Premises.
- 17.2 <u>SERVICE BY LESSEE</u>: All notices to be given by the Lessee shall be addressed to the Lessor and served at the head office of the Lessor.
- 17.3 <u>MANNER OF SERVICE:</u> Service of any notice served required or authorised by this Lease may be effected in the manner permitted by Section 170 of the Conveyancing Act.

18. TERM OF LEASE

18.1 <u>TERM OF LEASE:</u> The term of this Lease shall be as stated in Item 4 of the Schedule and on the front page of this Lease. In the event of an inconsistency, the period stated on the front page of this Lease shall prevail as the term of this Lease.

19. HOLDING OVER

HOLDING OVER: In the event of the Lessee with the consent of the Lessor continuing in occupation of the Demised Premises after the expiration or sooner determination of the within term, the tenancy shall under all the covenants and provisions of this Lease (with the exception of clause 20 hereunder) continue as a monthly tenancy only, at a monthly rental being one twelfth (1/12th) of the amount of the yearly rental payable hereunder. Such tenancy may be determined by one (1) month's notice in writing from either Party to the other given at any time and to expire on any day.

OPTION TO RENEW

- 20.1 It is agreed between the Parties hereto that should the Lessee desire to take a renewed Lease of the Demised Premises for a further period as set out in Item 5 of the Schedule from the expiration of the term of this Lease THEN if the Lessee shall serve on the Lessor written notice not less than three (3) months prior to the expiry of the term of this Lease of such desire, and if the Lessee shall not have committed a breach of:
 - 20.1.1 the covenant to pay rent herein; or
 - 20.1.2 any of the fundamental covenants herein, or
 - 20.1.3 any of the terms and conditions of any agreement(s) specified in Item 7 of the Schedule hereto; or
 - any covenant other than those referred to in clauses 17.1.1, 17.1.2 and 17.1.3 hereof on the Lessee's part to be performed in respect of which notice has been given by the Lessor to the Lessee requiring the Lessee to remedy such breach in accordance with clause 13.1 hereof, and with which the Lessee has not complied at the said date of giving notice hereunder;

2

THG

THEN the Lessor shall at the expense of the Lessee grant to the Lessee a lease of the Demised Premises for a further term as specified in Item 5 of the Schedule hereto at the yearly rental provided under clause 2.1 hereof PROVIDED that the rental shall not be less than the yearly rental payable by the Lessee at the date of the expiration of the term of this Lease. The renewed Lease shall otherwise be on the same covenants, agreements and provisos as are herein contained except that the present clause 20 shall be omitted.

21. **GOODS AND SERVICES TAX**

- 21.1 Goods and Services Tax (GST), and GST Law and other terms used in this clause which are defined in the A New Tax System (Goods and Services Tax) Act 1999 have the same meanings provided by that Act and GST Law includes any other Act, order, ruling or regulation, which imposes or otherwise deals with the administration, regulation or imposition of a GST in Australia.
- 21.2 All rent and other monies payable by the Lessee for the supply of premises under this Lease (in this clause "Supply") are exclusive of GST up to and including 30 June, 2000.
- 21.3 After 30 June, 2000, this Lease (being a lease of residential premises) will be an input taxed supply and there will be no GST liability.
- 21.4 After 30 June, 2000 notwithstanding any other provision of this Lease, if the Supply is declared to be a taxable supply, the Lessee shall pay to the Lessor, or where appropriate the relevant authority, an additional amount equal to ten percent (10%) of the value of the Supply (or such other rate as may be fixed by the GST law).
- 21.5 Each party warrants that at the time any Supply is made on which GST is imposed, that party is or will be registered under the GST Law. If the other party requests written evidence of registration, the party claiming to be registered will promptly produce evidence satisfactory to the party seeking such evidence.

22. ARBITRATION

- 22.1 In the case of a difference arising between the Parties as to their respective rights and obligations under this Lease, the Parties agree that the difference will be settled by an Arbitrator appointed by them by mutual agreement or, failing agreement within twenty days (21) of the difference arising, by an Arbritator nominated by the President for the time being of the Law Society of New South Wales.
- 22.2 The costs of the appointment or nomination of the Arbitrator will be shared equally by the Parties.
- 22,3 Each Party shall bear its own costs and expenses in relation to the Arbitration.
- 22.4 The Parties will abide by the decision of the Arbitrator which shall be binding and final.

23. INTERPRETATION

23.1.1 The following words have these meanings in this Lease unless the contrary intention appears:

<u>BUILDING</u>: Means the building(s) and all improvements erected on the Property Leased as described on page 1 of this Lease.

<u>DEMISED PREMISES</u>: The term "Demised Premises" or "premises" where the context admits means that part of the Property Leased as described on page 1 of this Lease, the Building and includes all fixtures fittings furnishings plant and equipment (if any) and fences now or hereafter installed therein by the Lessors.

<u>ELIGIBLE PERSONS</u>: Means persons of low to moderate income more fully described in Item 6 of the Schedule hereto and selected by the Lessee in accordance with the Guidelines. For the purposes of this Lease income shall be assessed on the same basis as the New South Wales Department of Housing assesses eligibility of applicants for entry to the public housing list.

<u>GUIDELINES</u>: Means the Guidelines of the Program described in Item 2 of the Schedule hereto as amended from time to time.

<u>LESSEE</u>: The term "the Lessee" shall where the context admits extend to and include the Lessee and its successors, executors, administrators and permitted assigns.

<u>LESSOR</u>: The term "the Lessor" shall where the context admits extend to and include the Lessor its successors in title and assigns and its servants workmen agents and contractors.

24. GENERAL

- 24.1 <u>HEADINGS</u>: Headings and sub-headings are included for the sake of ease of reference and the terms covenants conditions or restrictions herein appearing are not to be construed or interpreted by reference to such headings or sub-headings.
- 24.2 <u>LESSES SEVERALLY BOUND</u>: Where two or more persons are Lessees the covenants and obligations on their part herein contained shall bind them jointly and each of them severally.
- 24.3 <u>PLURALS AND GENDERS</u>: Words importing the singular or plural number include the plural and singular numbers respectively and words of each gender shall include any other gender.
- 24.4 <u>SEVERABILITY</u>: If any term covenant or condition of this Lease or the application thereof to any person or circumstances shall be or become invalid or unenforceable the remaining terms covenants and conditions shall not be affected thereby and such terms covenants and conditions of this Lease shall be valid and enforceable to the fullest extent permitted by law.
- 24.5 <u>STATUTES AND REGULATIONS</u>: Reference to Statutes and Regulations Ordinances or By-Laws shall be deemed to extend to all Statutes Regulations Ordinances or By-Laws amending consolidating or replacing the same.

C

JH6

Page 14 of 17

SCHEDULE OF ITEMS

1. **RENT**: \$1.00 per annum.

(Clause 2)

2. **PROGRAM:** Crisis Accommodation Program

(Clause 3)

3. OUTGOINGS

3.1 RATES, TAXES AND USAGE CHARGES: LESSOR

(Clause 2)

3.2 **REPAIR OF PREMISES**: LESSOR

(Clause 7)

3.3 <u>INSURANCE OF BUILDING</u>: LESSOR

(Clause 10)

4. <u>TERM OF LEASE</u>: FIVE (5) YEARS

(Clause 18)

5. **TERM OF OPTION:** NIL

(Clause 20)

6. **ELIGIBLE PERSONS:** Homeless youth between the ages of 16 and 25.

(Clause 23)

7. COLLATERAL DOCUMENTS: Nil

(Clause 6)

8. ANNEXURE(S): Annexure "B' and "C"

Reid

JH6 J. Mm

THIS PAGE COMPRISES ANNEXURE "B" TO THE LEASE DATED DAY OF Hovores 2004 MADE BETWEEN THE NEW SOUTH WALES LAND AND HOUSING CORPORATION (AS EASTERN SUBURBS COMMUNITY YOUTH LESSOR) AND ASSOCIATION LIMITED (AS LESSEE)

| | ADDRESS | FOLIO IDENTIFIER | COMMENCEMENT | TERMINATION |
|--------------|---------------------|------------------|---------------|-------------------|
| 206/32174 | 17 Banks Avenue, | | 等其他。 (1) | antina di Antonia |
| | Doggravilla | 206/32714 | 1 August 2004 | 31 July 2009 |
| 8/36253 | 289 Beauchamp Road, | | | |
| 8/30233 | Matraville | 8/36253 | 1 August 2004 | 31 July 2009 |
| D/442971 | 293 Bronte Road, | | | |
| D / 4 12 114 | Waverley | D/442971 | 1 August 2004 | 31 July 2009 |
| 20/1/4753 | 77 Newland Street, | | | |
| , , | Dollar ballottoll | 20/1/4753 | 1 August 2004 | 31 July 2009 |
| 2/435764 | Unit 5/40 Morehead | | | |
| 11/1008 | Street, Redfern | 1/664808 | 1 August 2004 | 31 July 2009 |
| | | | | |
| 1340/75201 | Bondi Beach | 1340/752011 | 1 August 2004 | 31 July 2009 |
| 1277/15/01 | <i>!</i> | | | |

c Teid

JH6

Annexure C to LEASE

Parties:

NEW SOUTH WALES LAND AND HOUSING CORPORATION (AS LESSOR) AND EASTERN SUBURBS COMMUNITY YOUTH ASSOCIATION LIMITED (AS LESSEE)

Dated 16 - 11. 2004

SPECIAL CONDITIONS

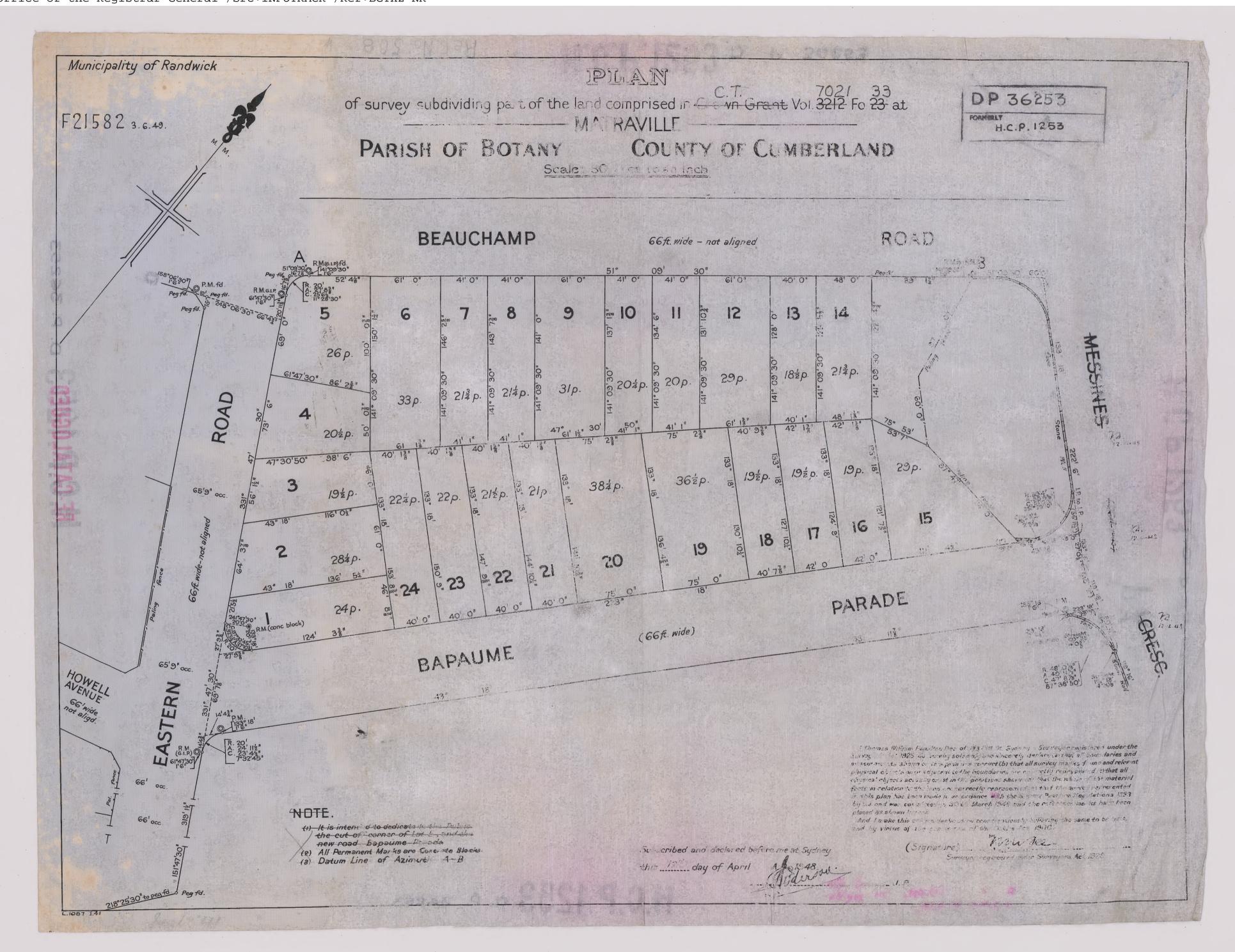
The Lessee undertakes to repair, maintain and replace if necessary, any of the following items fitted at the commencement of the lease or thereafter:

- alarm systems;
- air-conditioner,
- blinds;
- curtains;
- play equipment;
- dishwashers;
- and any inclusions the Lessee has installed.

C eiel

South Hobert

Page 17 of 17



Req:R368241 /Doc:DP 0036253 P /Rev:25-Feb-2019 /NSW LRS /Prt:21-Jul-2020 10:20 /Seq:2 of 3 © Office of the Registrar-General /Src:INFOTRACK /Ref:BGTX2-NR

| DP 362 | 53 | | 1 |
|----------|-----|-----|--------|
| FEET | - | HES | METRE |
| | 1 | | 0.02 |
| 1 | | 1/8 | 0.05 |
| 1 | 6 | 3/4 | 0.45 |
| 2 | | 5/8 | 0.752 |
| 2 4 | | 5/8 | 1.299 |
| 10 | | | 3.048 |
| 14 | | 3/4 | 4.388 |
| 15 | 1 7 | 1/8 | 5.058 |
| 18 | - | | 5.486 |
| 20 | 11 | 3/8 | 6.096 |
| 21 | | 1/2 | 6.541 |
| 23 | - | | 7.010 |
| 23 | 11 | 1/2 | 7.12 |
| 25 | 6 | 1/2 | 7.78 |
| 25 | 9 | 3/8 | 7.858 |
| 26 | 10 | 1/2 | 8.179 |
| 27 | | 3/8 | 8.44 |
| 27 | 9 | 3/8 | 8.468 |
| 27 | 7 | 3/4 | 9.036 |
| 32 | 5 | 1/2 | 9.89 |
| 36 | 11 | 1/4 | 11.25 |
| 38 | 10 | 1/2 | 11.58 |
| 39 | 4 | | 11.98 |
| 40 | 1 | | 12.19 |
| 40 | 1 | 3/8 | 12.22 |
| 40 | 2 | 710 | 12.24 |
| 40 | 7 9 | 7/8 | 12.43 |
| 41 | - | | 12.49 |
| 41 | 0 | 7/8 | 12.51 |
| 42 | - | | 12.80 |
| 42 | 1 | 3/8 | 12.83 |
| 46 | 8 | 3/8 | 14.02 |
| 47 | - | 3/0 | 14.32 |
| 47 | 8 | 7/8 | 14.55 |
| 48 | 0 | 5/8 | 14.63 |
| 48 | 1 | 1/8 | 14.65 |
| 49 | 11 | 1/2 | 15.22 |
| 50 | 0 | 7/8 | 15.26 |
| 52 | 4 | 1/8 | 15.950 |
| 53 | 7 | | 16.33 |
| 55 | 6 | 3/8 | 16.926 |
| 60 | - | | 18.288 |
| 61 | ** | | 18.59 |
| 61 | 1 | 3/8 | 18.628 |
| 64 | 3 | 1/4 | 19.590 |
| 64 | 3 | 7/8 | 19.606 |
| 65 66 | 9 | | 20.043 |
| 66 | . 4 | 3/4 | 20.237 |
| 67 | 2 | 7/8 | 20.495 |
| 69 | 7 | 1/8 | 21.031 |
| 73 | 6 | | 22.403 |
| 75 | - | | 22.860 |
| 75 | 2 | 3/8 | 22.920 |
| 86 | 2 | 5/8 | 26.279 |
| 89 | 1 | 3/4 | 27.172 |
| 97 | 10 | 1/2 | 29.832 |
| 100 | 0 | 3/8 | 30.490 |

Req:R368241 /Doc:DP 0036253 P /Rev:25-Feb-2019 /NSW LRS /Prt:21-Jul-2020 10:20 /Seq:3 of 3 © Office of the Registrar-General /Src:INFOTRACK /Ref:BGTX2-NR

| | | BLE ADDED IN |
|--|--|--|
| DP 36 | 7 0- | INUED |
| FEE | T INCHES | METRES |
| 111 114 116 121 122 124 125 127 128 130 131 134 136 136 136 136 136 137 141 141 143 144 146 147 150 150 153 222 319 738 | 4 1/4 0 1/2 7 3/4 4 3/4 3 3/8 9 5 1/2 10 1/4 10 1/4 10 3/4 6 5/8 5 1/4 5 5/8 8 1/8 1 3/8 10 3/4 7 3/8 8 3/8 10 1/4 2 5/8 9 5/8 1 1/4 9 3/8 6 | 33.941 34.747 35.370 37.078 37.306 37.881 38.024 38.970 39.014 39.884 40.202 40.996 41.596 41.596 41.596 41.797 43.774 43.779 44.1567 45.050 45.752 45.949 46.847 67.869 225.244 |
| AC | RD P | SQ M |
| | - 18 1/2 - 19 1/2 - 20 1/4 - 20 1/2 - 21 1/4 - 21 1/2 - 21 3/4 - 22 1/4 - 22 1/4 - 24 - 26 - 28 1/4 - 29 - 31 - 33 - 36 1/2 - 38 1/4 | 467.9 480.6 493.2 505.9 512.2 518.5 531.1 537.5 543.8 550.1 556.4 562.8 607 657.6 714.5 733.5 784.1 834.7 923.2 967.5 |
| | | |

