

**New South Wales
Real Property Act 1900**

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

Office of State Revenue use only

(A)	TORRENS TITLE	Property leased: if appropriate, specify the part or premises Folio Identifier 87/1071123 being premises situate at 6 Bloore Street, Kyogle
-----	----------------------	--

(B)	LODGED BY	<table border="1" style="width: 100%;"> <tr> <td style="width: 20%; padding: 5px;">Delivery Box</td> <td style="padding: 5px;">Name, Address or DX and Telephone</td> <td style="width: 10%; text-align: center; vertical-align: middle;">CODE</td> </tr> <tr> <td></td> <td style="padding: 5px;">Reference (optional):</td> <td style="text-align: center; vertical-align: middle;">L</td> </tr> </table>	Delivery Box	Name, Address or DX and Telephone	CODE		Reference (optional):	L
Delivery Box	Name, Address or DX and Telephone	CODE						
	Reference (optional):	L						

(C)	LESSOR	KYOGLE COUNCIL
-----	---------------	-----------------------

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

(D) Encumbrances (if applicable):

(E)	LESSEE	<p>KYOGLE SENIORS CENTRE INC.</p> <p>TENANCY:</p>
-----	---------------	---

- (G) 1. **TERM:** Twenty (20) years
2. **COMMENCING DATE:**
3. **TERMINATING DATE:**
4. Together with and reserving the **RIGHTS** set out in Annexure "A"
5. Incorporates the provisions set out in **ANNEXURE "A"** hereto.
6. Incorporates the provisions set out in **MEMORANDUM** filed at Land and Property Information New South Wales as No. N/A
7. The **RENT** is set out in clause 2 of Annexure "A".

REFERENCE SCHEDULE

Item 1:	Initial Rent	One dollar only (\$1.00)
Item 3:	Area of Premises	Whole of Title
Item 4:	Use of Premises	As set out in Clause 6

ANNEXURE A TO LEASE

LESSOR: KYOGLE COUNCIL
LESSEE: KYOGLE SENIORS CENTRE INC.

The Lessee leases the Premises on the terms and conditions contained in the RPA Lease form and this Annexure.

1. Interpretation

Unless the contrary intention appears the following expressions shall have these meanings:-

(a) Severability

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall be or become invalid or unenforceable the remaining terms, covenants and conditions shall not be affected thereby.

(b) Statutes and Regulations

References to statutes, ordinances or by-laws shall be deemed to extend to all statutes, regulations, ordinances or by-laws amending, consolidating or replacing the same.

(c) Headings

Headings and sub-headings have been included for ease of reference and none of the terms or covenants, conditions, restrictions herein appearing are to be construed or interpreted by reference to such headings or sub-headings.

(d) Statutory Covenants

The covenants implied by statute are not incorporated in this Lease except insofar as the same are included in the covenants hereinafter contained.

Definitions

- (e) "CPI" means "Consumer Price Index (All Groups) for Sydney" which is published as such from time to time by the Commonwealth Bureau of Census and Statistics. If there is any suspension or discontinuance of the Consumer Price Index or its method of calculation is substantially altered, the Commonwealth Statistician shall be requested by the parties to provide figures or indices which shall give an equivalent comparison to that contemplated by the foregoing paragraphs and which the parties may mutually agree upon: if they are unable to agree THEN such Index as shall be determined by the President for the time being of the Real Estate Institute of New South Wales or his nominee whose decision shall be binding and conclusive. The cost of any such determination shall be borne equally between the Lessor and the Lessee. The said President or his nominee shall act as an expert and not as an arbitrator in making any such determination.

ANNEXURE A TO LEASE

LESSOR: KYOGLE COUNCIL
LESSEE: KYOGLE SENIORS CENTRE INC.

- (f) "GST" means any consumption tax imposed by government, whether at point of sale or at some other specified occurrence, by whatever name, which operates during the term or any renewal or holding over which imposes on either (or both) parties to the Lease an obligation to pay tax on any goods, services, benefits, or agreements provided to or for the benefit of the Lessee or the Premises or Land and includes (without limitation) a goods and services tax, a broad-based consumption or indirect tax and value-added tax.
- (g) "Land" means the land described on the cover sheet on which the Premises are situated.
- (h) "Month" means calendar month.
- (i) "Premises" means the land hereby demised and all improvements on the property (including any improvements carried out by the Lessee) and any fixtures, fittings and equipment installed therein by the Lessor.

2. **Rent**

- (a) The Lessee shall pay to the Lessor or as the Lessor shall otherwise direct rent of one dollars per year with the first payment due on the date of commencement of this Lease and thereafter on each anniversary of the commencement of this Lease.

3. **Outgoings**

- (a) The Lessee will pay (or if paid by the Lessor, then reimburse the Lessor) all outgoings related to the Premises within thirty (30) days of the Lessor providing details of the outgoing/s to the Lessee.
- (b) The outgoings of the Premises mean:
 - (i) Council charges relating to water usage but not including any water availability charges;
 - (ii) Council charges relating to waste and/or sewerage;
 - (iii) Building and contents insurance as described in clauses 5(b) and 5(c);
 - (iv) any charges imposed on the Land or Premises as a result of the Lessee's use of the Land and/or Premises;

4. **Payment of Goods and Service Tax**

- (a) In the event that the Lessor is required to pay Goods and Services Tax levied on the goods or services which are either:-
 - (i) rent or outgoings;
 - (ii) provided to or for the benefit of the Lessee pursuant to this Lease; or

ANNEXURE A TO LEASE

LESSOR: KYOGLE COUNCIL
LESSEE: KYOGLE SENIORS CENTRE INC.

- (iii) goods or services in respect of which the Lessee is required to reimburse the Lessor, either in whole or part,

the Lessee shall indemnify the Lessor in respect of such Tax, and shall remit to the Lessor an amount equal to such Tax at such times as the Lessee is required to pay instalments of rent, outgoings or other amounts payable pursuant to the Lease.

- (b) This clause shall not:-

- (i) affect the Lessee's right (if any) to claim an input tax credit in respect of any payment in respect of Goods and Service Tax;
- (ii) be construed as a representation by the Lessor to the Lessee of the Lessee's burdens, obligations or benefits in respect of Goods and Services Tax;

and the Lessee warrants that it has made its own enquiries and satisfied itself in respect of same.

- (c) Upon request, the Lessor must give the Lessee a tax invoice in respect of any amount paid under this Clause. The Lessor warrants that the amounts referred to in all tax invoices provided by the Lessor to the Lessee are correct.

5. Insurances

- (a) The Lessee will effect, keep effected and pay the premium of a public risk policy in the names of the Lessee for public liability and covering all potential liabilities arising out of circumstances described in Clause 18(a) of this Lease in respect of the Premises at all times during the continuance of this Lease such cover to be not less than **TEN MILLION DOLLARS** (\$10,000,000.00) or such other reasonable amount as the Lessor may from time to time require having regard to inflation and other relevant factors.
- (b) The Lessor will insure the building, furniture, fixtures and fittings in the name of the Lessor for the full insurable value and against such risks as the Lessor may reasonable require in consultation with the Lessee, including (without limitation) fire, theft, and tempest, storm, flood and criminal acts and other usual risks.
- (c) The Lessee will not do anything which may affect rights under any insurance or which may render the insurance premiums to increase in connection with the Premises or property contained therein.
 - (i) Without prejudice to the generality of the preceding sub-clause the Lessee will not without the consent of the Lessor store chemicals, inflammable liquids, acetylene gas or alcohol volatile or explosive oils, compounds or substances or fluids in the Premises.
 - (ii) The Lessee will from time to time forthwith pay all extra premiums of insurances on the Premises and its contents if any be required on account of extra risk caused by the use to which the Premises are put by the Lessee and approved by the Lessor.

ANNEXURE A TO LEASE

LESSOR: KYOGLE COUNCIL
LESSEE: KYOGLE SENIORS CENTRE INC.

- (d) The Lessor shall advise the Lessee of full particulars of all insurance policies to be effected pursuant to this lease and shall notify the Lessee immediately if an insurance policy required by this clause is cancelled or an event occurs which may allow a claim or affect rights under an insurance policy in connection with the Premises or property in them.
- (e) The Lessee shall advise the Lessor of full particulars of all insurance policies to be effected pursuant to this lease and shall notify the Lessor immediately if an insurance policy required by this clause is cancelled or an event occurs which may allow a claim or affect rights under an insurance policy in connection with the Premises or property in them.

6. Use of Premises

- (a) The Lessee shall use the Premises only for the following purposes:
 - (i) To provide programs and support services for aged people and their carers
 - (ii) To provide programs and support services for military service veterans, service men and women and their carers
 - (iii) To provide programs and support services for people with physical or mental disabilities and their carers
 - (iv) To provide facilities for boy scouts and girl guides.
 - (v) To provide meeting, training and information rooms and facilities for not-for-profit community groups who provide services to persons within any of the above categories
 - (vi) To hire the Premises for commercial gain on a casual basis to person or groups not within the above categories subject to the following restrictions:
 - A. such casual hiring is only permitted at times when the Premises are not required for any of the purposes listed in sub-clauses (i) to (v) above
 - B. the Lessee must ensure that either the Lessee or the casual hirer has appropriate public liability insurance covering the potential liability of the Lessee, the hirer and the Lessor
 - C. that the activities of the casual hirer comply with the Lessee's obligations under this Lease particularly in relation to the manner of use of the Premises.
- (b) The Lessor warrants that the Premises are fit or may be lawfully used for any of the Permitted uses.

ANNEXURE A TO LEASE

LESSOR: KYOGLE COUNCIL
LESSEE: KYOGLE SENIORS CENTRE INC.

7. Lessee's Additional Obligations

- (a) The Lessee must:
- (i) provide install and at all times maintain in the Premises all suitable furniture, equipment and other personal property necessary for the conduct of the Lessee's operations in a proper and professional manner; and
 - (ii) keep the Premises and all fixtures in the Premises in good and tenable repair reasonable wear and tear and damage by fire, flood or storm excepted; and
 - (iii) comply on time with all laws and the requirements of all authorities in connection with the Premises and the use and occupation of the Premises
 - (iv) inform the Lessor of any significant damage to the external or structure of the Premises immediately it becomes aware of it; and
 - (v) keep the Premises and everything in them clean and free of vermin and pests; and
- (b) The Lessee must not:
- (i) carry on any annoying, noxious, offensive or illegal activities on the Land or Premises nor shall the Lessee do therein any act or thing in or around the Premises which in the Lessor's opinion may be annoying, dangerous or offensive to the Lessor or to the occupiers of neighbouring Premises or which may damage the Premises;
 - (ii) bring upon the Premises any heavy duty machinery or other plant and equipment not reasonably necessary for the conduct of the Lessee's use of the Premises as herein provided;
 - (iii) use or permit nor suffer to be used the lavatories, toilets, sinks and drainage and other plumbing facilities in the Premises for any other purposes other than those for which they were constructed or provided and no sweepings, rubbish or other matter shall be deposited therein and any damage thereto caused by misuse shall be made good by the Lessee forthwith.

8. Maintenance and Repair

- (a) The Lessor will maintain, repair and keep the whole of the Premises in good repair, working order and condition (having regard to their condition at the commencement of this Lease) and all machinery, plant, equipment, fixtures and fittings and things belonging thereto, damage by fire, flood, lightning, storm, tempest, act of God, war damage only excepted **PROVIDED HOWEVER** that nothing herein contained shall impose any obligation upon the Lessee to do any work of a structural nature except that such as may be occasioned by the neglect or default of the Lessee or by its use or occupancy of the Premises.
- (b) The Lessee shall promptly advise the lessor of all damaged plate or other glass and all light fittings in the Premises and worn or damaged floor coverings and furnishings and will reimburse the lessor for replacement with items of a similar quality.

ANNEXURE A TO LEASE

LESSOR: KYOGLE COUNCIL
LESSEE: KYOGLE SENIORS CENTRE INC.

- (c) The Lessee shall, at its own cost and expense, paint the interior of the Premises including shop front, floors and fixtures which have at any time been previously painted when necessary as the Lessee determines, and prior to vacation of the Premises.
- (d) The Lessee shall cause the Premises (including external surfaces of windows and doors) to be cleaned in a proper and workmanlike manner and during the whole of the term of this lease to be kept clean and free from dirt and rubbish and particularly shall store and keep all trade waste, trash and garbage in proper receptacles and arrange for the regular removal thereof from the Premises.
- (e) The Lessee shall not carry out works to the structure or external walls of the Premises without the Lessor's prior written approval and the Lessee must ensure that any works are done:
 - (i) in a proper and workmanlike manner; and
 - (ii) in accordance with all laws and requirements of authorities.
- (f) The Lessee shall not be required to carry out structural work unless it is required because of the use or occupation of the Premises or the act, negligence or default of the Lessee or the Lessee's employees and agents.
- (g) If in the opinion of the Lessor the Lessee has not observed his obligations the Lessor may give to the Lessee a written notice to carry out such works as are necessarily required.

9. Lessor's Additional Obligations and Rights

- (a) The Lessor may, at all reasonable times on reasonable notice, enter upon the Premises to ascertain whether the Lessee is complying with its obligations under this Lease and to inspect the Premises generally **PROVIDED HOWEVER** in the event of an emergency, no notice is required.
- (b) The Lessor may carry out any works which the Lessor considers it must do provided the Lessor does everything reasonably necessary to minimise interference with the Lessee's activities.
- (c) The Lessor may, with reasonable notice, enter the Premises to carry on any works which it is required to do by law or which the Lessor considers necessary to ensure the safety and preservation of the Premises and any adjoining property or to carry on such works which are required for any existing or future services to any adjoining property **PROVIDED HOWEVER** that the Lessor must do everything to ensure minimum interference with the Lessee's activities.
- (d) In the last six (6) months of this Lease, the Lessor, its servants or agents, may enter the Land and Premises, on reasonable notice, to obtain quotes, take measurements and do other things reasonably necessary for the potential future use of the Land and Premises **PROVIDED ALWAYS** that any such entry will be done with the minimum interference to the Lessee or the Lessee's business.
- (e) While the Lessee complies with its obligations pursuant to this Lease, the Lessee may peaceably possess and enjoy the Premises for the term hereby granted without any interruption or disturbance from the Lessor.

ANNEXURE A TO LEASE

LESSOR: KYOGLE COUNCIL
LESSEE: KYOGLE SENIORS CENTRE INC.

10. Assignment and Other Dealings

- (a) The Lessee may assign or transfer this Lease and/or sublet the Premises or any part thereof in fulfilling the use of the Premises only **PROVIDED THAT** any assignment or transfer is approved by the Lessor, such approval not to be unreasonable withheld.
- (b) Where the Lessee is an organisation, any change in the principal management of the Lessee altering the effective control of the Lessee, shall (for the purpose of this clause), be deemed to be an assignment of this Lease.
- (c) The Lessee shall not mortgage, charge or otherwise encumber its estate or interest in this Lease without the written approval of the Lessor.
- (d) The Lessor may not assign, transfer or encumber its interest under this Lease.

11. Default

(a) Lessor may rectify

If the Lessee shall fail to pay any moneys or charges as required hereunder to any person other than the Lessor or if the Lessee shall fail to perform any affirmative covenant on the part of the Lessee hereunder the Lessor may at its option as the agent of the Lessee make any such payment or do all such acts and things and incur such expenses as may be necessary to perform such covenants and the full amount of any payments made or expenses incurred shall constitute a liquidated debt due and owing by the Lessee to the Lessor and shall be paid by the Lessee to the Lessor on demand.

(b) Interest on overdue payments

If the Lessee shall fail to pay to the Lessor any moneys which are payable by the Lessee to the Lessor in terms hereof within thirty (30) days from the due date for the payment thereof the Lessee shall pay to the Lessor interest thereon or on so much thereof as shall remain unpaid from the due date or dates for the payment thereof until the same shall be actually paid at the rate of the then prevailing interest rate which is charged, or would be charged at the standard variable home loan rate of the Commonwealth Bank of Australia.

ANNEXURE A TO LEASE

LESSOR: KYOGLE COUNCIL
LESSEE: KYOGLE SENIORS CENTRE INC.

(c) **Definition of Default**

The Lessee shall be deemed to have made default in any of the following circumstances, namely:

(i) **Failure to pay moneys**

If any moneys other than rent payable by the Lessee to the Lessor hereunder on demand shall not have been paid within three (3) months of the making of demand therefore or if any other moneys payable by the Lessee to the Lessor shall not have been paid by the due date therefore; or

(ii) **Failure to effect repairs**

If the Lessor gives to the Lessee notice to carry out (or cause to be carried out) any of the Lessee's obligations to repair or maintain and if the Lessee shall not effect the repairs required by such notice within six (6) months after the receipt of such notice: or

(iii) **Breach of Covenants**

If the Lessee shall fail to observe, perform or fulfil any of the terms, covenants, conditions and restrictions on the part of the Lessee whether positive or negative express or implied;

(iv) **Cessation of the Present Status of Lessee**

If the Lessee ceases to be a not for profit organisation operating for community purposes.

(iv) **Cessation of Active Use**

If the Lessee ceases to actively use the Premises for the permitted Uses in clauses 6(a) to (iii) or for the community.

(v) **Liquidation etc**

If the Lessee being an organisation enters in liquidations or if a receiver or official manager or provisional liquidator be appointed or if the Lessee being a natural person assigns his estate for the benefit of creditors or enters into a scheme of arrangement or composition with his creditors or becomes bankrupt; or

(vii) **Use Other than Permitted Use**

If the Lessee uses, or attempts to use the Land or Premises for any use other than a Permitted Use.

ANNEXURE A TO LEASE

LESSOR: KYOGLE COUNCIL
LESSEE: KYOGLE SENIORS CENTRE INC.

(viii) **Execution against Lease**

If the interest of the Lessee under this Lease is attached or taken in execution under any legal process.

(e) **Waiver**

Where any actual waiver by the Lessor or the persons deriving the title under the Lessor of the benefit of any covenant, obligation or condition in this Lease is proved to have taken place in any particular instance such waiver shall not extend or be deemed to extend to any instance or to any breach of covenant, obligation or condition save that to which such waiver specifically relates nor operate as a general waiver of the benefit of any such covenant, obligation or condition. The onus of proving any waiver shall rest upon the party alleging it.

(f) **Forfeiture of Lease**

If the Lessee shall have made default as aforesaid and the Lessor has given Notice of the Default to the Lessee and provided the Lessee three (3) months to rectify such default and without prejudice to any other rights or remedies of the Lessor the Lessor may at its option:

(i) **Determination by re-entry**

Without any prior demand re-enter into and take possession of the Premises or any part thereof in the name of the whole and repossess and enjoy the same as of its first and former estate therein and thereupon this Lease shall be absolutely determined; or

(ii) **Determination by notice**

By notice in writing to the Lessee determine this Lease and from the date of giving such notice this Lease shall be absolutely determined; or

(iii) **Conversion to monthly tenancy**

By notice in writing to the Lessee elect to convert the said term into a tenancy from month to month in which event this Lease shall be determined as from the giving of such notice and thereafter the Lessee shall hold the Premises from the Lessor as Lessee from month to month as aforesaid at the monthly rental but otherwise on the terms and conditions of this Lease so far as they can be applied to a monthly tenancy.

12. **Damages**

- (a) In the event that the Lessee's conduct (whether acts or omissions) constitutes a repudiation of the lease (or of the Lessee's obligations under the Lease) or constitutes a breach of any Lease covenants, the Lease covenants to compensate the Lessor for the loss or damage suffered by reason of the repudiation or breach.

ANNEXURE A TO LEASE

LESSOR: KYOGLE COUNCIL
LESSEE: KYOGLE SENIORS CENTRE INC.

- (b) The Lessor's entitlement to recover damages shall not be affected or limited by any of the following:
- (i) If the Lessee shall abandon the Premises;
 - (ii) If the Lessor shall accept the Lessee's repudiation
 - (iii) If the parties' conduct shall constitute a surrender by operation of law.
- (c) If the Lessee vacates or abandons the Premises or otherwise repudiates the Lease, the Lessor may (but is not obliged to) find another Lessee and for that purpose the Lessor may enter the Premises and do all other things incidental or necessary to relet the Premises without accepting or being deemed to have accepted a surrender of the Lease.

13. **Entry by Lessor not to constitute forfeiture**

If the Lessee vacates or abandons the Premises during the continuance of this Lease (whether or not the Lessee ceases to pay the rent and outgoings payable pursuant to this Lease) then in the absence of a written notice by the Lessor accepting the surrender of the Lessee's interest hereunder or a formal notice of forfeiture of re-entry being served upon the Lessee by the Lessor, neither acceptance of the keys nor entry into the Premises by the Lessor or by any person on the Lessor's behalf for the purpose of inspection or for the purpose of showing the Premises to prospective Lessees or licensees nor the advertising of the Premises for reletting shall constitute a re-entry or forfeiture or waiver of the Lessor's rights to recover in full all rent and other amounts from time to time payable by the Lessee pursuant to this Lease.

14. **Holding over**

If the Lessee shall with the consent of the Lessor remain in occupation of the Premises after the expiration of the term hereof the Lessee shall (in the absence of any express agreement in writing to the contrary) be deemed to hold the Premises as Lessee from month to month at a monthly rental calculated by multiplying by 1.05 the rental payable by the Lessee immediately preceding the date of expiration of the said term, and in addition the Lessee shall pay their proportion of the outgoings. The rental and other payments will be payable monthly in advance but otherwise on the same terms and conditions of this Lease so far as they can be applied to a monthly tenancy.

15. **Essential Terms**

- (a) The parties hereto acknowledge and agree that each of the covenants requiring:
- (1) payment of outgoings
 - (2) payment of GST

ANNEXURE A TO LEASE

LESSOR: KYOGLE COUNCIL
LESSEE: KYOGLE SENIORS CENTRE INC.

- (3) continuation of present status as specified in clause 11(c) (iv)
- (4) continuation of the activities as specified in clause 11(c) (v)
- (5) provision of Insurance (except if payable by the Lessor)
- (6) compliance with the permitted use
- (7) compliance with the Lessee's additional obligations
- (8) Lessee's obligation to maintain and repair

constitute conditions and are essential terms of this Lease and any default thereunder shall constitute a breach of an essential term of this Lease and a repudiation by the Lessee of its obligations under this Lease.

- (b) In respect of the Lessee's obligation to pay rent and contribute to operating expenses and outgoings, the acceptance by the Lessor of arrears or of any late payment shall not constitute a waiver of the essentiality of the Lessee's obligation to pay rent or contributions in respect of those arrears or of the late payments or in respect of the Lessee's continuing obligation to pay rent or contributions during the Lease term.

16. Yield Up

Upon the expiry or earlier determination of this Lease, the Lessee must remove the Lessee's property from the Premises and yield up in good and proper repair the Premises (including the Lessor' fixtures, fittings and equipment) and must promptly make good any damage caused and where necessary repair the interior of the premises and remove any Lessee's fixtures and signs.

17. Damage to Premises

- (a) If the Premises or any part thereof is destroyed or damaged by fire, flood lightning, storm, or tempest or suffer war damage so as to render the same unfit for the occupation and use of the Lessee, then the rent or a proportionate part thereof, according to the nature and extent of the damage sustained shall abate and all or any remedies for recovery of the rent or such proportionate part thereof shall be suspended until the Premises shall have been rebuilt or made fit for the occupation and use of the Lessee.
- (b) If the Premises are damaged as referred to above, the Lessor must reinstate the Premises to the previous standard enabling the Lessee to carry out its use of the Premises.
- (c) If the Lessor does not make the Premises fit for use by the Lessee within a reasonable time, the Lessee may carry out such work as may be required and the cost of same shall be a liquidated debt due and owing by the Lessor to the Lessee and shall be paid by the Lessor to the Lessee upon demand.

18. Indemnities

- (a) The Lessee shall assume all risk of loss, damage or injury whatsoever to person or property by reason of:

ANNEXURE A TO LEASE

LESSOR: KYOGLE COUNCIL
LESSEE: KYOGLE SENIORS CENTRE INC.

- (i) the condition of the Premises or any plant, equipment, fixtures or fitting thereat; or
- (ii) by reason of the use, management, control or operation thereof.

Other than losses due to the negligence or default of the Lessor, its servants or agents.

- (b) The Lessee releases the Lessor, its agents, contractors or employees from all claims for such loss, damage or injury, including any loss of profits or other outgoings sustained by the Lessee or any agent or employee of the Lessee, or by any person whatsoever other than loss, damage or injury due to the negligence or default of the Lessor or the Lessor's servants or agents.

19. **Occupational Health and Safety**

The Lessee acknowledges and agrees that for the purpose of the *Occupational Health and Safety Act, 2000 (NSW)* the Lessee has the control of the leased Premises and all plant and substances within the leased Premises. The Lessee releases and indemnifies the Lessor from and against any obligation or liability of the Lessor under any occupational health and safety legislation as defined in the *Occupational Health and Safety Act, 2000 (NSW)*.

The Lessor will make its Occupational Health & Safety Officer available to provide assistance to the Lessor in meeting its obligations under the *Occupational Health and Safety Act, 2000 (NSW)*.

20. **Notices**

Service of any notice or other document may be effected by any of the methods mentioned in Section 170 of the Conveyancing Act 1919.

21. **Lessee's Right to Terminate**

The Lessee is entitled to terminate this Lease at any time on one (1) months written notice to the Lessor.

ANNEXURE A TO LEASE

LESSOR: KYOGLE COUNCIL
LESSEE: KYOGLE SENIORS CENTRE INC.

I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

Property Act 1900 by the Lessor

Signature of Witness:

Signature of Lessor:

Name of Witness:.....

Address of Witness:.....

.....

Certified correct for the purposes of the Real Property Act 1900
By the 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:.....

Authority: Section 127 Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person:.....

Name of authorised person:.....

Office held:.....

Office held:.....