

MEMORANDUM OF LEASE

STAMP DUTY REAL PROPERTY ACT, 1900
(TO BE LODGED IN DUPLICATE)

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TRIGLAV PTY. LIMITED a Company duly incorporated having its registered office at 403 Guildford Road, Guildford,

hereinafter referred to as the LESSOR.

being registered proprietor of an estate in fee simple

in the land hereinafter described, subject to the following encumbrances and interests

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hereby leases to

TRIGLAV CLUB LIMITED a Company duly incorporated having its registered office at 59 Park Road, Cabramatta,

hereinafter referred to as the Lessee.

all those premises known as ALL THOSE premises known as Lot A Bibby's Road, St. John's Park being,

the land described in the following schedule

Reference to title		Whole or Part	Description of land (if part only)	County	Parish
Volume	Folio				
<u>6356</u>	<u>136</u>	<u>WHOLE</u>	-	<u>CUMBERLAND</u>	<u>ST. LUKE</u>

The lessee holds as tenant for a term of ⁵~~99~~ years commencing on the 1st July, 1977 and terminating on the 30th June, ~~2076~~ 1982 at the yearly rent of ~~\$52.00~~ \$1,950.00 PAYABLE by equal yearly payments of ~~\$52.00~~ \$1,950.00 each in advance on the 1st day of July in ~~of~~ each and every year during the said term the first of such payments to be made on the 1st day of July, One thousand nine hundred and Seventy Seven.

SUBJECT to the covenants and powers implied in every memorandum of lease by virtue of the "Conveyancing Act, 1919" Sections 84 and 85 as hereby expressly varied and or extended and except as hereby negated also to the conditions hereinafter contained all of which form part of this lease and are deemed to be incorporated herein and all of which the Lessee covenants and agrees with the Lessor that he will duly observe and perform AND IT IS HEREBY DECLARED that in the interpretation of this Lease and the said conditions and except to the extent that such interpretation shall be excluded by or be repugnant to the context but not to the exclusion of any interpretation under the Real Property Act, 1900 as amended the following expressions shall bear the meanings attributed thereto:—

- Where there are more than one Lessor and/or Lessee the words "Lessor" and/or "Lessee" shall respectively mean and include all such Lessors and/or Lessees and each of them their and each of their executors administrators and assigns.
- The word "premises" shall mean the property hereby demised.
- Words importing the singular or plural number shall include the plural and singular number respectively and words importing the masculine gender shall include the feminine or neutral gender.
- Covenants binding more than one Lessee shall be deemed to bind them and any two or greater number of them jointly and each of them severally.

THE LESSOR COVENANTS with the Lessee to pay all rates taxes and assessments charged upon the said land except as mentioned in the said conditions.

CONDITIONS OF LEASE

1. THE Lessee shall pay the proper authorities all charges for electricity and gas consumed on the premises and for all excess water and all meter rents and in default of any such payments the same may be paid by the Lessor at his option and be recoverable from the Lessee as and by way of overdue rent.
2. THE Lessee shall not do or suffer to be done any of the following ~~without the written consent of the Lessor first had and obtained:-~~
- (a) Assign transfer sub-let or part with possession of the premises or any part thereof, ~~such consent not to be unreasonably withheld.~~
 - (b) Use the premises otherwise than as a Club conducted in terms of the Memorandum & Articles of Association of the Lessee Company.
 - (c) Make any alteration or addition in or to the premises or any lessor's fittings or damage or deface any ceilings walls or floors.
 - (d) Use the premises or any part thereof for any noxious noisy immoral offensive or unlawful purpose.
 - (e) Bring to or do or keep anything in the premises which shall increase the rate of Fire Insurance on the premises or which may conflict with the laws or regulations relating to fires or any Insurance Policy upon the premises or the regulations or ordinances of any Public Authority for the time being in force or use chemicals burning fluids acetylene gas or alcohol in lighting the premises.
 - (f) Paint affix or erect on any part of the exterior of the premises any notices advertisements signs or other devices, ~~other than those relating to the name or purpose of the said Club.~~
3. SHOULD the Lessee continue to occupy the premises beyond the expiration of the said term with the consent of the Lessor he shall do so as a weekly tenant only at a weekly rent equal to one week's proportion of the rent hereby reserved payable weekly and subject to the said conditions such tenancy being determinable at the will of either the Lessor or Lessee by one week's notice in writing expiring at any time.
4. SECTIONS 84 and 85 of the Conveyancing Act, 1919 as amended to the extent hereinafter mentioned are varied extended and/or negated:-
- (a) In the event of total or partial destruction or damage by fire or other means as provided by section 84 so as to render the same unfit for occupation and use by the Lessee and in addition to the provisions implied by that Section and also in the event of the premises or the whole or any part of the building of which the premises form part being resumed or taken for any public purpose it shall be lawful for the Lessor by notice in writing given to the Lessee at any time within two weeks from the date of such destruction damage or resumption as aforesaid to terminate this Lease as from the said date but without prejudice to the right of either party in respect of any antecedent breach of covenant, ~~subject to the proviso hereinafter contained.~~
 - (b) The right to enter and view may be exercised when and so often as the Lessor may require and without previous notice.
 - (c) All provisions regarding repairs shall be deemed to include cleansing.
 - (d) The right of re-entry and determination shall be exercisable upon the rent being in arrear or default continuing for seven days or upon the Lessee becoming bankrupt or assigning his estate for the benefit of creditors or being a company going into liquidation otherwise than for the purpose of reconstruction.
 - (e) The Lessor's right to enter and repair shall extend to effecting all repairs painting cleaning or other work of whatsoever kind which he shall deem expedient.
 - (f) Section 84 (b) is hereby negated.
5. IT IS hereby expressly agreed and declared that notwithstanding anything herein contained upon the happenings of any event entitling the Lessor to re-enter or determine this Lease the residue of the said term for the time being unexpired 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 week and thereafter the tenancy hereby created shall be and remain a tenancy from week to week at a weekly rental equal to one week's proportion of the rent hereby reserved commencing from the date of service of such notice and shall be determinable by one week's notice to quit terminating on any day of the week.
6. THE Lessee shall at all times during the continuance of the said term keep and at the expiration or sooner determination thereof yield up the demised premises and all fixtures and fittings therein clean and in good and tenantable repair reasonable wear and tear and damage by fire storm or tempest excepted save where the insurance moneys in respect thereof are rendered irrecoverable in consequence of the act or default of the Lessee. In this Clause the word "repair" shall include the cleaning and keeping free of all drains and waste pipes and provided that the Lessee shall be liable for damage of whatever nature resulting from any act default or neglect of the Lessee his servants or agents.
7. THE Lessee shall duly comply with and observe all notices received from any Statutory or public authority relating to the premises or the nature of the business carried on therein or thereon and will carry out the requirements thereof at his own expense. Provided that this clause shall not include structural defects alterations or additions except such as arise by virtue of the business carried on by the Lessee.
8. THE Lessee shall be entitled during the currency of the said term to remove all trade fixtures erected by him provided he thereupon makes good all damage done to the premises by reason of such removal.
9. SHOULD any infectious illness transpire in or about the premises the Lessee will give due notice thereof in writing to the Lessor and will thoroughly fumigate and disinfect the premises at his own expense and to the satisfaction of the Local Health Officer.
10. THE Lessee will indemnify and save harmless the Lessor from all loss and damage to the demised premises or the building of the Lessor or which the premises form part caused by negligent use or misuse waste or abuse of the water gas or electricity supplied to the Lessee or by faulty fittings or fixtures brought upon or affixed to the premises by the Lessee and the Lessee shall give to the Lessor or his agent prompt written notice of accidents to or defects in the water or gas pipes, electric wiring fittings or fixtures.
11. THE Lessee will carry on upon the premises the ~~business of~~ activities of the Triglav Club Limited or such other activities as the Lessor may from time to time permit and will keep open and use the ~~business of such~~ premises during the term for that purpose, during the usual and reasonable hours applicable to a Club.
12. THE Lessee will pay the amount of premium payable in respect of the insurance on the plate glass window or windows of the premises.
13. NO act matter or thing whatsoever shall at any time during the term be done in or upon the premises which shall or may be or grow to the annoyance nuisance grievance damage or disturbance of the occupiers or owners of premises adjoining the premises.
14. NOTWITHSTANDING any implication or rule of law to the contrary the Lessor shall not be liable for any damage or loss the Lessee may suffer by the act, default, or neglect of any other person or by reason of the Lessor neglecting to do something to the building of which the premises form part and which as between the Lessor and Lessee he might be legally liable to do.
15. IN the event of the Lessor approving in writing of any proposal of the Lessee to increase the rate of fire insurance on the premises the Lessee will pay to the Lessor all extra premium of insurance on the premises on account of the extra risk caused by the use to which the premises are put by the Lessee.
16. WITHIN one calendar month of the expiration of the Lease the Lessee shall allow at all reasonable times prospective tenants or occupiers to inspect the premises and allow the Lessor to exhibit a notice indicating that the premises are to become vacant.
17. THE Lessee will indemnify and hold harmless the Lessor from and against all damages, sums of money costs charges expenses actions claims and demands which may be sustained or suffered or recovered or made against the Lessor by any person for any injury such person may sustain when using or entering or near any portion of the building whether in the occupation of the Lessor, the Lessee or any other person where such injury arises or has arisen as a result of the negligence of or as a result of the creation of some dangerous thing or state of affairs by the Lessee or by any clerk servant agent workman or employee of the Lessee and whether the existence of such dangerous thing or dangerous state of affairs was or ought to have been known to the Lessor or not.
18. IT IS HEREBY EXPRESSLY AGREED AND DECLARED that the Lessor shall not be liable for any damage the Lessee or his clerk servant licensee invitee workman employee client agent customer or visitor of the Lessee may suffer by reason of any injury or damage to any person or property who or that may be at any time in the building arising from the overflow of water supply or rainwater which may leak into the premises or issue or flow from any part of the premises or any premises attached to or connected with the same or from any pipes of the premises or any building attached to or connected with the same or arising from any defects in the gas electric or water supply connections or any fittings or appliances used in connection therewith.
19. ANY notice or request hereunder may be served in manner mentioned in Section 170 of the "Conveyancing Act, 1919."

THIS IS THE ANNEXURE MENTIONED AND REFERRED TO IN THE
ANNEXED MEMORANDUM OF LEASE BETWEEN TRIGLAV PTY. LIMITED
(LESSOR) AND TRIGLAV CLUB LIMITED (LESSEE).

21. THE proviso referred to in Clause 4(a) hereof shall be as follows:- PROVIDED HOWEVER that the Lessor shall if required by the Lessee by notice in writing given within thirty (30) days following such total or partial destruction or damage by fire or other means, apply the whole of any moneys received under any Policy of Insurance covering such destruction or damage in and towards the repair, reconstruction and re-instatement of any building so destroyed or damaged and that any deficiency or excess in so doing shall be financed or applied in such manner as the parties shall decide. In this event rental shall abate only during the period of reconstruction or re-instatement and this Lease shall not be subject to termination.

22. THE Lessee covenants with the Lessor:-

- (a) That the Lessee will hold the Lessor indemnified against and will pay to the Lessor on demand:-
 - (i) Any interest or other charges properly payable in respect of any mortgage or other debt incurred by the Lessor on the security of or relating to the premises or the erection, demolition, construction or development of any facility or building on the land hereby demised.
 - (ii) All costs and expenses incurred or in any way relating to the administration of the affairs of the Club carried on by the Lessee.
 - (iii) Any other outgoing whatsoever in relation to the premises whether of a periodic or recurring nature or otherwise, with the exception of municipal rates and charges and any rates and charges imposed by the Metropolitan Water Sewerage & Drainage Board and any payment in respect of Estate Land Tax.
- (b) That the Lessee will ensure that all persons using the premises observe the provisions of the Memorandum & Articles of Association and the Rules and By-Laws of Triglav Club Limited or such other Memorandum & Articles of Association or Rules and By-Laws as the Lessor shall from time to time approve.
- (c) That the Lessee will at all times comply with and observe the Laws and Regulations of the Government of the Commonwealth of Australia or the State of New South Wales relating to the conduct of the activities of the Club carried on by the Lessee and will duly comply with and observe all the notices received from any Statutory or Public Authority relating to the premises or the activities of the said Club or any of the members thereof.
- (d) That the Lessee will use its best endeavours to service the requirement and co-operate with the members of the charity organisation known as Triglav Community Centre and at all times to promote the interest of such organisation to the best of its ability.

23. THE Lessor covenants with the Lessee:-

- (a) That the Lessor will not alter, add to, or demolish any existing buildings erected on the land hereby demised nor will it construct thereon any new buildings unless and until the Lessee shall have given its approval in writing thereto and to the plans and specifications thereof.
- (b) That prior to carrying out any such work aforesaid the Lessor will obtain the approval of the Lessee to the terms and conditions to apply to any loan raised to finance such work.
- (c) That prior to the issue of any existing or new share capital in Triglav Pty. Limited the Lessor will offer such shares to the Lessee on terms and conditions not less favourable and at a price not more than the terms and conditions and price applicable in the case of an allotment to any other applicant.

24. IF the Lessee shall desire to take a renewed Lease of the premises for a further term of five (5) years from the expiration of the term of this Lease and of such desire shall at any time either prior to the expiration of the term of this Lease or during any holding over under the terms of this Lease give to the Lessor notice in writing and shall in the meantime duly and punctually pay the rent reserved by the Lease at the time herein appointed for payment thereof and shall duly perform and observe the covenants and agreements on the part of the Lessee contained in this Lease up to the term hereby granted, the Lessor will at the cost of the Lessee demise to the Lessee the said premises for a further term of five (5) years at the same rental and subject to the same covenants, agreements and provisos as are contained in this Lease.

20. ANY covenants herein contained which are restrictive of the use of the Premises shall be subject to the following:—
In the case of Lessee's covenants the benefit shall be appurtenant to the reversionary interest of the Lessor in the premises, and the estate or interest of the Lessor in all adjoining land and premises and the leasehold interest of the Lessee in the premises shall be subject to the burden thereof.
In the case of Lessor's covenants the benefit shall be appurtenant to the said leasehold interest of the Lessee, and the said reversionary interest of the Lessor shall be subject to the burden thereof, but only whilst the said Lease shall subsist.
The said covenants or any of them may, at any time or from time to time, be released, varied or modified by the Lessor and Lessee jointly.

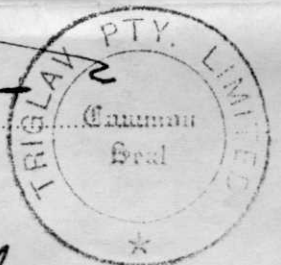
SEE ANNEXURE FOR ADDITIONAL SPECIAL CONDITIONS.....

P.K.
S.P.
Dated at Antwerp this 11th day of November 1977.
THE COMMON SEAL of TRIGLAV PTY.
~~Signed in my presence by the Lessor who is personally known to me~~
LIMITED was hereunto affixed pursuant to a resolution of the Board of Directors and in the presence of the persons whose names are subscribed hereto:—
Signature of witness
Name of witness (BLOCK LETTERS)
Qualification of witness

11th day of November 1977

Director.

Stanislaw Petrowski
Secretary.



P.K.
S.P.
THE COMMON SEAL of TRIGLAV CLUB
~~Signed in my presence by the Lessee who is personally known to me~~
LIMITED was hereunto affixed pursuant to a resolution of the Board of Directors and in the presence of the persons whose names are subscribed hereto:—
Signature of witness
Name of witness (BLOCK LETTERS)
Address of witness

Accepted and certified correct for the purposes of the Real Property Act, 1900.

Peter Lepka
Director.
Director.
Stanislaw Petrowski
Secretary.



Appn. No.

Reference to Last Certificate

Vol. 2926 Fol. 174

Deposited Plan No. 1327

New South Wales.



[CERTIFICATE OF TITLE.]

JOINT TENANCY

REGISTER BOOK.

Vol. 6356 Fol. 136

JOSEPH LILLIE McPHAIL of Matraville, Furnaceman, and MARGARET WINIFRED McPHAIL, his wife, Transferees under Instrument of Transfer No. F447437 are now the proprietors of an Estate in Fee Simple as Joint Tenants, subject nevertheless to the reservations and conditions, if any, contained in the Grant hereinafter referred to, and also subject to such encumbrances, liens, and interests as are notified hereon, in That piece of land situated in the Municipality of Fairfield Parish of St. Luke, and County of Cumberland containing Two acres two roods or thereabouts as shown in the plan hereon and therein edged red being Lot A in plan annexed to the said Instrument of Transfer No. F447437 and being part of Portion 105 originally granted to Nathaniel George Bull by Crown Grant dated the 1st day of June 1878 Volume 360 Folio 185.

In witness whereof I have hereunto signed my name and affixed my Seal, this Thirteenth day of July, 1951.

Signed in the presence of

R. R. Fitzgerald

Registrar General.



Bibby's

Rd

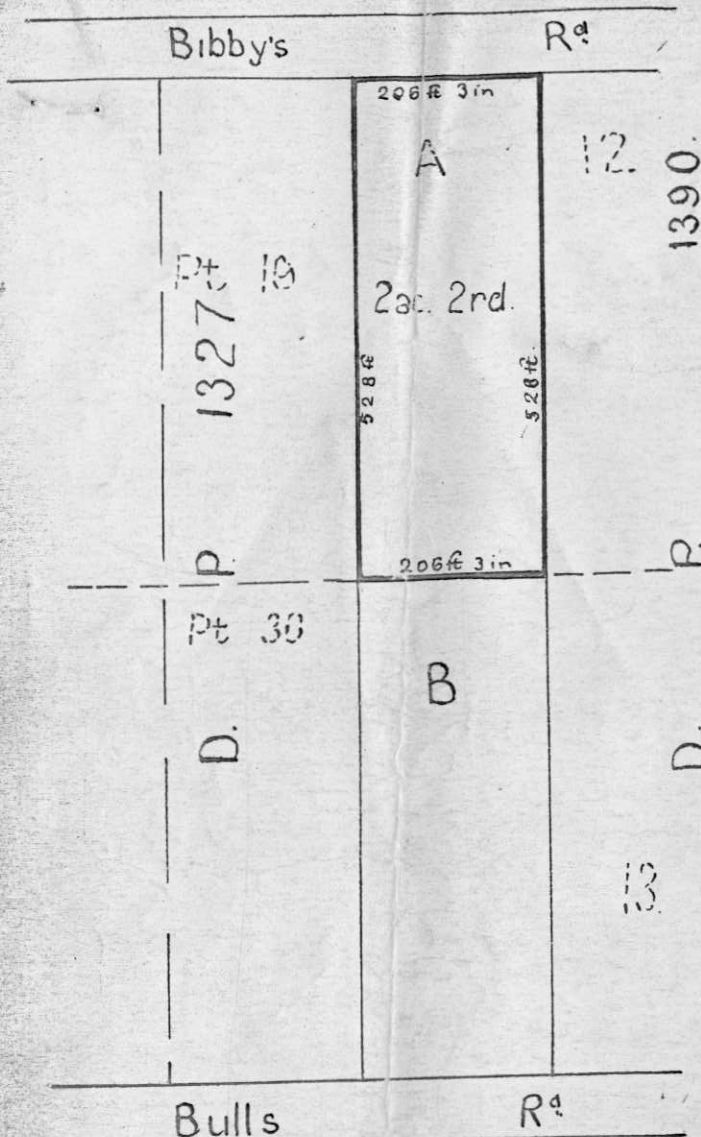
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12

1390

4th August 1980



Scale: 200 Feet to one inch.

NOTIFICATION DEFERRED TO

No. F457666 MORTGAGE dated 23rd February 1951
 from the said Joseph Lillie M^c Phail and Margaret Winifred M^c Phail to Blacktown-Rivestone No. 3 Co-operative Building Society Limited
 Produced 23rd May 1951 and entered 24th August 1951
 at 12 o'clock in the noon.



REGISTRAR GENERAL.

Pasquale Demarte of Bonnyrigg, labourer and Rosa Demarte his wife are
 the registered proprietor of the land within described.
 as joint tenants
 See TRANSFER No. H 70812 dated 8th September 1958
 Entered 24th October 1958
J. J. J. J.
 REGISTRAR GENERAL

MORTGAGE No. F457666 has been discharged.
 See H 868387 Entered 7th September 1961
H 8683
J. J. J. J.
 REGISTRAR GENERAL

Triglav Pty Limited is
 now the registered proprietor of the land within described
 See TRANSFER No. M 770478 dated 31st May 1972
 Entered 10th July 1972
J. J. J. J.
 REGISTRAR GENERAL

4th August 1980

24/10/58

M 770478
 M 770478
 10477

No. m770479 MORTGAGE dated 31st May 1972
 to Pasquale Bernate of Bonnyrigg Labourer
And Rosa Bernate his wife
 Entered 10th July 1972
 Discharged P257165
25.6.1975
 REGISTRAR GENERAL



No. m778143 MORTGAGE dated 31st May 1972
 to Keith Edward Williams of Auburn
Solicitor
 Entered 10th July 1972
 Discharged Q232917
9-6-1977
 REGISTRAR GENERAL



LEASE NO. Q552752 to Triglar Club Limited of
premises known as Lot A Biltup Road, St John's
Park. Date of Expiry 30-6-1982
 Registered 7-2-1978 Date of expiry 30-6-1982
 REGISTRAR GENERAL



MORTGAGE No. 8753383 to Storrier Holdings Pty Limited
Rita Catherine Mary McDonald and William McDonald as
joint tenants, Terrie McDonald and Brenda McDonald as joint
tenants and Milton Lawrence tenancy in common in respect of
 Registered 5-5-1980

4th August 1980

Rita Catherine Mary McDonald and William McDonald as joint tenants, Terrie McDonald and Brenda McDonald as joint tenants, and Milton Lawrence tenancy in common in unequal shares

Registered 5-5-1980

[Signature]



REGISTRAR GENERAL

4th August 1980

*22/8/80
Q232917 4MR
Q 552752 3 1/2 1/2 1/2*

A7528851A

Rita Catherine Mary McDonald and William McDonald as
joint tenants, Terrie McDonald and Brenda McDonald as joint
tenants and Milton Laurence tenancy in common in unequal shares

Registered 5-5-1980

[Signature]

REGISTRAR GENERAL



4th August 1980

829715/16 R.

Q232917 QMR

*Q 55275 x LSC (ann)
3 1/2 1/2*

4168851 R