

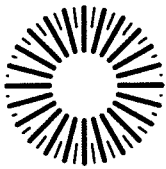
HERBERT
SMITH
FREEHILLS

Agreement for Lease

Lot 507 on Plan 61898, 7 Chestnut Avenue, Kununurra

Shire of Wyndham East Kimberley

Kununurra Neighbourhood House Inc



1 Definitions and interpretation

1.1 Definitions

The meanings of the terms used in this agreement are set out below.

Term	Meaning
Approval Condition	is defined in clause 3.1(a).
Business Day	a day which is not a Saturday, Sunday or a public holiday in Perth, Western Australia.
Condition	means either of the Approval Condition and the Development Condition, or both according to the context.
Development Condition	is defined in clause 3.2(a).
GST	goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST law or otherwise on a supply.
GST law	the same meaning as in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Land	Lot 507 on Deposited Plan 61898, being the whole of the land contained in record of qualified certificate of crown land title volume LR3156 Folio 765.
Landgate	the Western Australian Land Information Authority.
Latest Date	the date that is 2 years after the date of this agreement.
Lease	a lease from the Lessor to the Lessee of the Premises, in accordance with: <ol style="list-style-type: none">1 the Lease Form; and2 the provisions of this agreement.
Lease Commencement Date	The day on which the Lessee notifies the Lessor that the last of the Conditions have been satisfied.
Lease Form	the form of lease annexed as Attachment 1.
Minister	the Minister for Lands, a body corporate under section 7 of the <i>Land Administration Act 1997</i> (WA)
Premises	the whole of the Land.

1.2 Interpretation

Unless the contrary intention appears:

- (a) Headings and boldings are for convenience only and do not affect the interpretation of this agreement.
- (b) Words denoting the singular include the plural and vice versa.



- (c) Words denoting a gender include each gender.
- (d) Other parts of speech and grammatical forms of a word or phrase defined in this agreement have a corresponding meaning.
- (e) A reference to a person includes a natural person, partnership, joint venture, association, or corporation and a government or any governmental, local authorities and agencies.
- (f) A reference to a thing, including a right or power, includes the whole and any part of that thing.
- (g) A reference to a subclause is a reference to a subclause of the clause in which the reference occurs.
- (h) A reference to a statute includes a regulation, by-law, requisition and order made under that statute and any amendment to or re-enactment of that statute, regulation, by-law, requisition or order for the time being in force.
- (i) A reference to a document, including this agreement, includes each document or agreement varying or replacing that document.
- (j) A reference to a party to a document includes that party's successors personal representatives and permitted assigns.
- (k) An agreement on the part of 2 or more persons binds them jointly and severally.
- (l) A reference to a body, other than a party to this agreement (including, without limitation, an institute, association or authority), whether statutory or not:
 - (1) which ceases to exist; or
 - (2) whose powers or functions are transferred to another body,is a reference to the body which replaces it or which substantially succeeds to its powers or functions.
- (m) Where the day on or by which any thing is to be done is not a Business Day, that thing must be done on or by the next Business Day.
- (n) Month means a calendar month
- (o) Where a general description of a thing, including a right or obligation, is followed by a specific instance or example of that thing, that specific instance or example does not limit the scope of the general description.
- (p) Terms used in this agreement which are defined in the Lease but which are not defined in this agreement have the same meaning as in the Lease.

2 Agreement to grant Lease

2.1 Agreement to grant lease

Subject to the provisions of this agreement:

- (a) the Lessor agrees to grant to the Lessee; and
 - (b) the Lessee agrees to take,
- the Lease of the Premises from the Lease Commencement Date.



3 Conditions precedent

3.1 Condition Precedent – Approvals

- (a) Clauses 2 and 4 of this agreement are conditional on the Lessee obtaining all necessary Approvals to undertake the Lessee's Works from all Relevant Authorities, including the consent of the Lessor in the Lessor's capacity as a 'Relevant Authority' on terms and conditions acceptable to the Lessee by the Latest Date (**Approval Condition**).
- (b) Where relevant, the parties will each use their reasonable endeavours to satisfy the Approval Condition by the Latest Date.
- (c) The Lessee must bear all of the costs associated with satisfying or attempting to satisfy the Approval Condition, including but not limited to any application fees.

3.2 Condition Precedent – Development Condition

- (a) Clauses 2 and 4 of this agreement are conditional on the Lessee:
 - (1) securing sufficient funding to complete all or a substantial part of the Lessee's Works;
 - (2) having entered into a construction contract or similar agreement for the construction of all or a substantial part of the Lessee's Works on terms acceptable to the Lessee; and
 - (3) having obtained a building permit or similar permit required for the construction of all or a substantial part of the Lessee's Works,by the Latest Date (**Development Condition**).
- (b) The Lessee must use its reasonable endeavours to satisfy the Development Condition at the Lessee's cost by the Latest Date.

3.3 Non satisfaction

- (a) The Lessee must promptly notify the Lessor:
 - (1) once the Approval Condition or the Development Condition have been satisfied; or
 - (2) if the Lessee becomes aware that the Approval Condition or the Development Condition cannot be satisfied.
- (b) If the Approval Condition or the Development Condition are not or cannot be satisfied by the Latest Date, then:
 - (1) either party may immediately terminate this agreement by written notice to the other at any time prior to the Lessee providing notice to the Lessor that both the Approval Condition and the Development Condition have been satisfied; and
 - (2) on and from termination, no party will be entitled to make any claim against the other party under or in relation to this agreement.



4 Lease

4.1 Grant and acceptance of Lease

With effect from the Lease Commencement Date:

- (a) the Lessee is in possession of the Premises on the terms of the Lease; and
- (b) the Lessor and the Lessee must comply with and will be subject to the Lease, as if the Lease had been executed by the Lessor and the Lessee on the Lease Commencement Date whether or not it is in fact executed.

4.2 Term of Lease

The initial term of the Lease will commence on the Lease Commencement Date and expire on the date which is 21 years after the Lease Commencement Date.

4.3 Preparing and completing the Lease

- (a) Subject to the further provisions of this clause, the Lessee will arrange for its solicitors to prepare the Lease in accordance with the provisions of this agreement as soon as practicable after the Lease Commencement Date.
- (b) The Lease will be prepared in accordance with the Lease Form subject to the following provisions:
 - (1) the commencement date of the Lease will be the Lease Commencement Date;
 - (2) the termination date of the Lease and the rent review dates will be inserted as is appropriate in the circumstances, having regard to the details set out in the Lease Form;
 - (3) any other additions or alterations to the Lease will be made which are necessary to give effect to this agreement; and
 - (4) the Lease will be prepared in a form acceptable for registration at Landgate.
- (c) The Lessee and the Lessor each irrevocably authorise the Lessee to complete the Lease and make any additions or alterations to the Lease required under clause 4.3(b).

4.4 Execution of the Lease

- (a) The Lessee will use its best endeavours to deliver to the Lessor 3 execution copies of the Lease not later than 20 Business Days after the Lease Commencement Date.
- (b) Within 10 Business Days from the date the execution copies of the Lease are delivered to the Lessor, the Lessor must:
 - (1) execute the execution copies of the Lease; and
 - (2) return them to the Lessee or the Lessee's solicitors.
- (c) The Lessee will execute the execution copies of the Lease and return 2 executed originals of the Lease to the Lessor within 10 Business Days of receipt from the Lessor.



4.5 Registration of the Lease

The Lessee must arrange for the Lease to be lodged for registration at Landgate.

5 Goods and services tax

- (a) Words used in this clause which have a defined meaning in the GST law have the same meaning as in the GST law unless the context indicates otherwise.
- (b) Unless expressly included, the consideration for any supply under or in connection with this agreement does not include GST.
- (c) To the extent that any supply made under or in connection with this agreement is a taxable supply for which the supplier is liable for GST, the recipient must pay, in addition to the consideration provided under this agreement for that supply (unless it expressly includes GST) an amount (**additional amount**) equal to the amount of that consideration multiplied by the rate at which GST is imposed in respect of the supply. The recipient must pay the additional amount at the same time as the consideration to which it is referable.
- (d) The supplier must issue a tax invoice to the recipient of a supply to which clause 5(c) applies at least 20 Business Days prior to the payment of the GST inclusive consideration for that supply being due.
- (e) If a Party is entitled under this agreement to be reimbursed or indemnified by the any other Party for a cost or expense incurred in connection with this agreement, the reimbursement or indemnity payment must not include any GST component of the cost or expense to the extent that an input tax credit may be claimed by the Party entitled to be reimbursed or indemnified, or by its representative member.

6 Assignment

Neither party may assign its rights under this agreement without the approval of the other party.

7 General matters

7.1 Proper Law and Jurisdiction

This agreement is governed by the law in force in Western Australia, or where applicable, the Commonwealth of Australia, and the parties consent to the jurisdiction of the courts of Western Australia.

7.2 Variation

This agreement may not be varied except in writing signed by all of the parties.



7.3 Giving of notice

Any notice, approval, consent or other communication given under this agreement:

- (a) shall be in writing and in English;
- (b) may be served on the recipient:
 - (1) personally; or
 - (2) by leaving it at, or sending by pre-paid post to:
 - (A) the recipient's last known personal address or place of business, in any case;
 - (B) the registered office or principal place of business, in the case of a corporation; or
 - (C) by facsimile transmission sent to the recipient's facsimile number (if known);
- (c) will be deemed to be served:
 - (1) if served personally, at the time of handing the notice to the recipient;
 - (2) if left at the recipient's last known address, last known place of business, a registered office or principal place of business, then at the time of leaving the notice;
 - (3) if sent by pre-paid post, on the second Business Day after the date of posting; and
 - (4) if sent by facsimile transmission, on the same date as transmitted (if transmitted prior to 4:00pm on a Business Day) or the next Business Day (if transmitted at or after 4:00pm on a Business Day, or on a day not being a Business Day).

7.4 Further assurances

Each party shall execute and do all acts and things necessary to give full force and effect to this agreement.

7.5 Severance

If any part of this agreement is or becomes unenforceable or void or voidable, that part will be severed from this agreement and those parts that are unaffected shall continue to have full force and effect.

7.6 Entire Agreement

This agreement constitutes the entire agreement between the parties and contains all the representations, warranties, covenants and agreements of the parties in relation to the subject matter of this agreement and supersedes all previous correspondence or documentation between the parties in respect of its subject matter

7.7 Cumulative Rights

The rights, powers, authorities, discretions and remedies arising out of or under this agreement are cumulative and do not exclude any other right, power, authority, discretion or remedy of a party.



7.8 Waivers

- (a) Failure to exercise or delay in exercising any right, power or privilege in this agreement by the Lessor does not operate as a waiver of that right, power or privilege.
- (b) A single or partial exercise of any right, power or privilege does not preclude:
 - (1) any other or further exercise of that right, power or privilege; or
 - (2) the exercise of any other right, power or privilege.

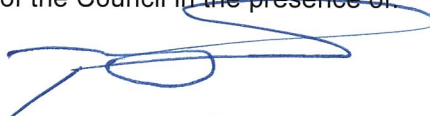
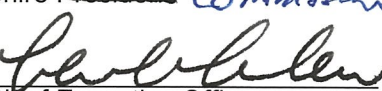


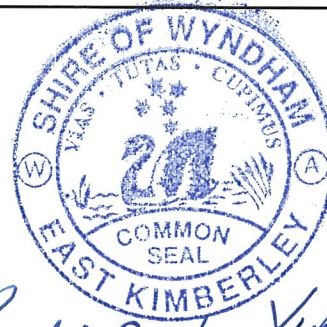
Signing page

Executed as an agreement

LESSOR

The COMMON SEAL of the **SHIRE
OF
WYNDHAM EAST KIMBERLEY** was
affixed by the authority of a resolution
of the Council in the presence of:


~~Shire President~~ *Common Seal*

Chief Executive Officer





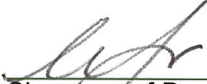

Print full name

CARL ASKEW

Print full name


LESSEE

The COMMON SEAL of the
**KUNUNURRA NEIGHBOURHOOD
HOUSE INC** was
affixed by virtue of a resolution
of the Committee in the presence of:


Signature of President

Signature of Secretary




Print full name


Print full name



HERBERT
SMITH
FREEHILLS

Approval of Minister for Lands



Government of Western Australia
Department of Lands

Regional and Metro Services

Your ref:
Our ref: 00609-2008 Job No163980
Enquiries: Jan Pruyn Ph. 6552 4585, Fax: 65524417
Email: jan.pruyn@lands.wa.gov.au

21 October 2016

Herbert Smith Freehills
250 St Georges Terrace
Perth WA 6000

Att: David Rowan (Senior Associate)

Dear David

MINISTERS CONSENT FOR AGREEMENT FOR LEASE AND PROPOSED LEASE OVER RESERVE 50121 CHESTNUT AVENUE KUNUNURRA

BETWEEN SHIRE OF WYNDHAM EAST KIMBERLEY & KUNUNURRA, NEIGHBOURHOOD HOUSE INC

Thank you for your correspondence seeking the permission of the Minister for Lands (Minister) for an agreement for Lease and proposed lease over of Lot 507 on Deposited Plan 61898 being Reserve 50121 between the abovementioned parties.

In accordance with section 18 of the *Land Administration Act 1997* (LAA) the Minister's approval is granted to the agreement for Lease and the proposed lease provided to the Department of Lands (DoL) by email on 10th October 2016 on condition that the lease to be registered is on the same terms as that provided to DoL with that email.

Please note that this approval is for the purposes of section 18 of the LAA only and does not constitute an endorsement as to the terms and effect of the document. DoL cannot provide any advice in respect of the lease and recommends that each party obtain their own independent advice as to their rights and obligations under the lease.

This approval is subject to the registration requirements of the *Transfer of Land Act 1893*. You will need to provide a copy of this letter to Landgate if the documents are to be lodged for registration at Landgate.

Should you have any enquiries please contact me on (08) 6552 4585 quoting the above reference number.

JAN PRUYN
SENIOR STATE LAND OFFICER
CASE DELIVERY

163980consent.letter

Gordon Stephenson House, 140 William Street Perth Western Australia 6000 PO Box 1143 West Perth Western Australia 6872
Telephone (08) 6552 4400 Facsimile (08) 6552 4417 Freecall: 1800 735 784 (Country only)
Email: info@lands.wa.gov.au Website: www.lands.wa.gov.au
ABN: 68 565 723 484



HERBERT
SMITH
FREEHILLS

Attachment 1 – Lease Form

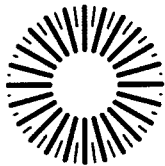


HERBERT
SMITH
FREEHILLS

Agreement for Lease Lot 507 on Plan 61898, 7 Chestnut Avenue, Kununurra

Shire of Wyndham East Kimberley

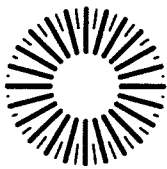
Kununurra Neighbourhood House Inc



Contents

Table of contents

1	Definitions and interpretation	2
	1.1 Definitions	2
	1.2 Interpretation	2
2	Agreement to grant Lease	3
	2.1 Agreement to grant lease	3
3	Conditions precedent	4
	3.1 Condition Precedent – Approvals	4
	3.2 Condition Precedent – Development Condition	4
	3.3 Non satisfaction	4
4	Lease	5
	4.1 Grant and acceptance of Lease	5
	4.2 Term of Lease	5
	4.3 Preparing and completing the Lease	5
	4.4 Execution of the Lease	5
	4.5 Registration of the Lease	6
5	Goods and services tax	6
6	Assignment	6
7	General matters	6
	7.1 Proper Law and Jurisdiction	6
	7.2 Variation	6
	7.3 Giving of notice	7
	7.4 Further assurances	7
	7.5 Severance	7
	7.6 Entire Agreement	7
	7.7 Cumulative Rights	7
	7.8 Waivers	8
	Signing page	31



Agreement for Lease – Lot 507 on Plan 61989, 7 Chestnut Avenue, Kununurra

Date ► 20 December 2016

Between the parties

Lessor	Shire of Wyndham East Kimberley ABN 35 647 145 756 of PO Box 614, Kununurra, Western Australia (Lessor)
Lessee	Kununurra Neighbourhood House Inc ABN 71 135 651 977 of PO Box 1101, Kununurra, Western Australia (Lessee)
Background	<ol style="list-style-type: none">1 The Land is reserved to the Crown and has been placed under the care, management and control of the Lessor by the Minister for Lands with power to lease for a term not exceeding 21 years, subject to the consent of the Minister.2 The Lessor has agreed, with the Minister's prior consent, to grant the Lessee a lease of the Leased Premises for the purpose of the Lessee constructing a community facility on the Leased Premises and the Lessee has agreed to accept that lease, following the satisfaction of certain conditions and otherwise in accordance with this agreement.3 A copy of the Minister's approval of this agreement (and to the grant of the Lease) is attached to this agreement.

The parties agree as follows:
