

DEED OF SUBLEASE

Made the _____ day of _____ 2024

BETWEEN: **BATHURST REGIONAL COUNCIL** (ABN 42 173 522 302) of 158 Russell Street, Bathurst, in the State of New South Wales ("the **Sublessor**").

AND: _____ of _____ in the State of New South Wales ("the **Sublessee**").

(Collectively referred to as "the Parties")

BACKGROUND

- A. The Headlessor is the registered proprietor of the Land and has leased the Land/Premises to the Sublessor by way of the Headlease annexed hereto and marked "B".
- B. The Sublessor has agreed to grant a Sublease to the Sublessee of part of the Land/Premises leased to the Sublessor under the Headlease on the terms and conditions as set out in this Deed.

AGREED TERMS

1. INTERPRETATION

1.1 Definitions

In this deed, unless the contrary intention appears:

"Claims" means any claim, damage, demand, liability, Cost, loss, suit, proceeding (whether actual or potential), right of action and claims for compensation.

"Cost" means any cost, expense, charge, payment, outgoing, loss or other expenditure of any nature whether direct, indirect or consequential and whether accrued or paid and includes legal costs and expenses on whichever is the higher of a full indemnity basis or solicitor and own client basis.

"GST" means the same as in the GST Law, and any applicable additional tax, penalty tax, fine, interest or other charge.

"GST Law" means the same as "GST law" means in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

"Headlease" means the Lease Agreement between Rail Corporation New South Wales and Bathurst Regional Council annexed hereto marked "B".

"Headlessor" means the registered proprietor of the Land and the Lessor named in the Headlease annexed hereto marked "B".

"Inclusions" means the items listed in item 9 of the Reference Schedule.

"Land/Premises" means the Land/Premises described in Item 1 of the Reference Schedule.

"Leased Premises" means the Leased Premises described in Item 2 of the Reference Schedule.

"Outgoings" means the outgoings specified in Item 8 of the Reference Schedule.

"Permitted Use" means the use specified in Item 4 of the Reference Schedule.

"Reference Schedule" means the Reference Schedule.

"Shared Use Area" means the area specified in Item 2a of the Reference Schedule.

"Sublease" means this Sublease, including all annexures and schedules and exhibits.

"Sublessee" means the Sublessee their successors and permitted assigns, and where the context permits, includes any invitee, servant, agent or contractor of the Sublessee.

"Sublessee's Property" means the Sublessee's property on the Leased Premises which the Sublessee owns or leases and the Sublessee's fixtures, fittings, signs, equipment and goods, including all cups, crockery, cutlery and glassware.

"Sublessor" means the Sublessor named in this Sublease and the Lessee named in the Headlease annexed hereto and marked "B"

1.2 In this deed headings and under linings are for convenience only and do not affect interpretation and unless the context otherwise requires:

- (a) all references to statutory terms (including rules, regulations, orders, by-laws and ordinances) include any modification or re-enactment of such statutory terms (whether before, on or after the date of this agreement), for the time being in force;
- (b) where in this agreement a period of time dating from a given day, act or event is specified or allowed for any purpose, the time shall be reckoned exclusive of that day or of the day on which the act or event occurred but inclusive of the day on which that period expires;
- (c) words importing the singular or plural include the plural and singular respectively;

- (d) all dollar (\$) amounts are in Australian currency;
- (e) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency;
- (f) a reference to any party to this agreement or any other document or arrangement, includes that party's executors, administrators, substitute successors and permitted assigns, or if a company, its successors and permitted assigns;
- (g) where a word or phrase is given a particular meaning in this agreement, other parts of speech and grammatical forms of that word or phrase have a corresponding meaning;
- (h) every agreement or undertaking expressed or implied by which more than one person is bound binds those persons and any two or more of them jointly and each of them severally;
- (i) a reference to a document includes an amendment or supplement to or replacement or novation of, that document;
- (j) no term of this agreement will be construed adversely to a party solely on the ground that the party was responsible for the preparation of this agreement or that term;
- (k) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding whether or not in writing;
- (l) a reference to a month is a reference to a calendar month and a reference to a day is the period of time commencing at midnight and ending 24 hours later;
- (m) a reference to a body (including without limitation, an institute, association or authority), whether statutory or not;
 - (i) which ceases to exist; or
 - (ii) 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.

2. Headlease

- 2.1. The Sublessee acknowledges having received, read and understood the provisions of the Headlease, a copy of which is annexed hereto and marked "B".

- 2.2 The Sublessee agrees for the purposes of this Deed to be bound by the following terms of the Headlease as if the provisions were set out fully in this Deed as covenants between the Sublessor and the Sublessee as if the Sublessor had been named as "Lessor" and the Sublessee had been named as "Lessee" in the Headlease:-
- Clause 4 and 4A,
 - Clause 7,
 - Clause 15,
 - Clause 18 (noting that reference to "Lessor" in the last line of 18(1) is a reference to the Headlessor and Sublessor named herein),
 - Clause 26, and
 - Clause 31.
- 2.2 The Sublessee will not do or suffer or permit to be done any act, matter or thing which constitutes a breach of any of the covenants of the Sublessor contained in the Headlease.
- 2.3 The Sublessee will at all times during the term permit the Headlessor to exercise the Headlessor's powers under the Headlease including the power to enter and view the Land/Premises and to carry out repairs, renovations, maintenance, other work and otherwise to exercise or perform the Headlessor's lawful rights or obligations under the Headlease.
- 2.4 If the Headlease is determined or surrendered, this Sublease will immediately determine, without notice, without any liability on the part of the Sublessor to the Sublessee and without prejudice to the rights of either party in respect of any prior breach of the terms, covenants and conditions of this Sublease by the other party.
- 2.5 Where there is a conflict in terms between the Headlease and this Sublease, the terms of the Headlease shall prevail.
- 2.6 Wherever the consent of the Sublessor is required under this Sublease for any act, matter or thing then the consent of the Headlessor will also be required.
- 2.7 This Sublease is subject to and conditional upon the Sublessor obtaining the written consent of the Headlessor to the grant of this Sublease. Annexed hereto marked "C" is a letter from the Headlessor providing such consent.

3. Possession

- 3.1 The Sublessor grants the Sublessee a non-exclusive Sublease to use the Leased Premises for the Permitted Use upon payment of the Rent and Outgoings. The Sublessee shall also be permitted to use that part of the premises referred to as Shared Use Area as set out in Item 2a of the Reference Schedule in conjunction with the Sublessor and other users.

- 3.2 The Sublessee shall have use of the Leased Premises in conjunction with the Sublessor and other users of the Land/Premises. It is the responsibility of the Sublessee to negotiate directly with the Sublessor and other users of the Land/Premises regarding arrangements for use.

4. Term and Option to Renew

- 4.1 The Term begins on the Commencement Date specified in Item 3(a) of the Reference Schedule and ends on the Termination Date specified in Item 3(b) of the Reference Schedule.

- 4.2 The Sublessee has the option to renew this Sublease for the period stated in Item 3 (c) of the Reference Schedule.

- 4.3 Should the Sublessee elect to exercise its option, the Sublessee must confirm in writing to the Sublessor they wish to exercise the option not before six (6) months prior to the expiry of the Term and not after three (3) months before expiry of the Term.

- 4.4 Should the Sublessor in its absolute discretion permit the Sublessee to continue to use the Leased Premises after the Termination Date under this Sublease, such continued use shall be upon the terms and conditions of this Deed as a licence from month to month, such licence being determinable by not less than one (1) months' notice in writing from either party to the other given at any time and to expire on any date.

- 4.5 Nothing in this deed:

- a) confers on the Sublessee any rights as a tenant of the Leased Premises; or
- b) creates the relationship of Landlord and Tenant between the parties.

5. Condition of Premises:

The Sublessee agrees that the Leased Premises and Inclusions are in a reasonably fit condition for the Permitted Use at the commencement of and throughout the term of this Sublease the Sublessee will use its best endeavours to maintain the condition of the Leased Premises and Inclusions.

6. Insurance

The Sublessee will insure the Leased Premises against damage arising from fire, lightning and explosion and other hazards (including earthquake, storm and tempest, water damage, impact, aircraft, riots/civil commotions and malicious damage).

7. Use of Premises

The Sublessee may use and occupy the Leased Premises without unreasonable interference.

8. Rates and Taxes

The Sublessee must promptly pay all Council rates, water and sewerage charges and other levies applicable to the Leased Premises but expressly excluding any Outgoings which are payable by the Sublessee.

9. Tax Receipts and Tax Invoices

The Sublessor will issue rent receipts and tax invoices (where applicable) showing the Sublessee's name, the address of the Leased Premises, the ABN of the parties, the amount received, the date of payment and the period for which the payment was made, and other such requirements as determined by the Australian Taxation Office.

10. Rent

The Sublessee will pay the Rent (in the amount specified at Item 5 in the Reference Schedule) promptly and monthly in advance and in such manner as the Sublessor may direct from time to time.

11. Outgoings

The Sublessee will pay the Outgoings relating to the Sublessee's use of the Premises, such payment to be made when required by the Sublessor by provision of a tax invoice or as invoiced by the supplier.

12. Hours of Trade

12.1 The Sublessee will ensure the Leased Premises is open for business:-

- (a) on days that the Bathurst Rail Museum is open, being:-
 - i. From 9.00 am to 2.00 pm on Monday to Friday, and,
 - ii. From 9.00 am to 3.00 pm on Saturday, Sunday and public holidays, and
- (b) at any other times as required by the Sublessor, and
- (c) at any other time desired by the Sublessee but only with the consent of the Sublessor and provided that such hours of trade do not affect, hinder or impede the Sublessors right to use the Leased Premises as set out in clause 12.2.

12.2 Notwithstanding any other provision in this Sublease, the Sublessor shall be entitled to use the Leased Premises for its own purpose and events at any time outside the Sublessee's hours of trade set out in clause 12.1(a) above.

13. Consents

The Sublessee will obtain at their own expense entirely all necessary consents that may be required from local government or other authorities to carry on their proposed business at the Leased Premises (being the use and/or fit-out, if applicable, for the Leased Premises).

14. Condition and Care of Leased Area and Premises

14.1 The Sublessee will take care of the Leased Premises, Inclusions and Shared Use Area and keep them in a clean and tidy condition and in particular:

- (a) To keep the Leased Premises in a good condition and state of repair having regard to their condition at the commencement of this Sublease and to attend to all minor and routine maintenance of the Leased Premises and inclusions as required throughout the term hereof.
- (b) To make no alterations or additions to the Leased Premises, including the erection of any sign or antenna, without the prior written consent of the Sublessor and any relevant consent authority and to not place, construct or erect such approved alteration, addition, sign or antenna in any location or manner unless approved by the Sublessor.
- (c) To do no decorating that involves marking, defacing or painting any part of the Leased Premises, without the prior written consent of the Sublessor.
- (d) To keep no animals on the Leased Premises.
- (e) To ensure that no rubbish is accumulated on or around the Leased Premises, that all rubbish bins are put out on bin nights and promptly bought back in once emptied and to cause all trade refuse and rubbish to be removed regularly and in a manner acceptable to the Sublessor.
- (f) To ensure that the quantity of stock and saleable items on the Lease Premises are kept to a high standard and appropriate level, as determined by the Sublessor, so as not to interfere with or detract from the aesthetics and appearances of the Leased Premises.
- (g) Employ staff as required for the conduct of the business and ensure the Sublessee and all employees:-
 - i. Conduct themselves in the highest manner,
 - ii. Adopt good personal hygiene,
 - iii. Obtain and provide to the Sublessor a current Working with Children Check for each employee working at the premises,
 - iv. Are clean and tidy in their appearance,
 - v. Wears appropriate footwear to the Permitted Use, and
 - vi. If permitted to play music, ensure that all music appeals to all persons, is appropriate as to content and contains no swearing or inappropriate or offensive themes.
- (h) Ensure that the tables, chairs and furniture used in the Leased Premises are kept clean, tidy and in a good state of repair and that all furniture is set up and packed away as required.
- (i) Ensure the security of the Leased Premises and Shared Use Areas where access of the Sublessee is permitted by the Sublessor by locking all doors, the toilets and the carriage as and when required.

- (j) To not bring onto or leave in or permit to be brought onto or left in or on the Leased Premises any offensive, hazardous or dangerous substances.
- (k) To put nothing down any sink, toilet or drain likely to cause obstruction or damage.
- (l) To not damage, injure or cause to be damaged or injured, any part of the Leased Premises or Shared Use Area or any person or property of the Headlessor or Sublessor which may be in or about the Leased Premises.
- (m) To ensure that nothing is done that might prejudice any insurance policy which the Headlessor or Sublessor has in relation to the Leased Premises.
- (n) To notify the Sublessor promptly of any loss, damage or defect in the Leased Premises.
- (o) To notify the Sublessor promptly of any infectious disease, or the presence of rats, cockroaches or similar pests.
- (p) To at all times comply with all standards, laws, legislations, regulations, rules and orders applicable to the use of the Leased Premises, including but not limited to those applying to:-
 - i. Proper food handling and service,
 - ii. Environment Protection Authority,
 - iii. Work Health and Safety, and
 - iv. Local Government

and must ensure that no person using the Leased Premises creates a nuisance or annoyance to any other users of the Land.
- (q) To adopt and implement environmentally sustainable practices in respect to the use of the Leased Premises.
- (r) To return the Leased Premises back to the Sublessor in good condition and state of repair having regard to its condition at the commencement of this Sublease, in addition to the Leased Premises being returned clean and free from rubbish, to remove the Sublessee's Property, to make good any damage then existing to the Leased Premises, to comply with this clause to the reasonable satisfaction of the Sublessee subject only to reasonable wear and tear or damage caused or contributed to by third parties not under the control of the Sublessee.

15. Permitted Use and Occupation

- 15.1. The Sublessee will use the Leased Premises for the Permitted Use stated in Item 4 of the Reference Schedule and not for any other purpose.

15.2 That a reference to food and beverages in Item 4 of the Reference Schedule is deemed to include:-

- i. Coffee and hot drinks,
- ii. A variety of cold drinks
- iii. A minimum of four (4) sweet and four (4) savoury food options
- iv. Food and drink options suitable to children.

15.3. Not to sleep or permit anyone to sleep within the Leased Premises.

15.4 Not erect signage unless approved by the Sublessor and subject to the consent of Bathurst Regional Council and placed in an appropriate location and manner as directed by the Sublessor.

16. **Rules and Regulations**

To ensure that the Sublessee observes, obeys and performs any other rules and regulations forming part of this Sublease and such further rules and regulations as the Sublessor may from time to time make and communicate to the Sublessee (not being inconsistent with this Sublease) for the use, safety, care and cleanliness of the Leased Premises.

17. **Insurance**

17.1. To do nothing in the Leased Premises or keep anything therein that would increase the insurance premium payable by the Headlessor or Sublessor on the Land/Premises.

17.2. To do nothing that would make any insurance policy void.

17.3. To pay any insurance premiums payable by the Sublessor increased **as a** result of the Sublessee's actions.

17.4 To insure for public risk covering liability in respect to the Leased Premises including operational and seating areas, bodily injury, property damage, product liability and contractual liability arising from the use of the Leased Premises by the Sublessee for the minimum amount as noted in Item 7 the Reference Schedule (or such other amount as the Lessor may specify from time to time) for each accident or event, and shall provide to the Sublessor a copy of such policies of insurance and certificates of currency.

17.5 To insure the Sublessee's Property stored in the Leased Premises and any other property stored by the Sublessee on the Land/Premises.

18 **Risk and Indemnity**

18.1 The presence of the Sublessee's Property at the Leased Premises and use of the Leased Premises by is at the sole risk of the Sublessee.

- 18.2 To the extent permitted by law, the Sublessee releases the Sublessor from any claim, action, damage, loss, liability cost or expense which the Sublessee suffers or incurs or is liable for in respect of:
- (a) any loss or damage to the Sublessee's Property or any property; or
 - (b) the death of, or injury to, any person who is in or around the Leased Premises;

except where such claim, action, damage, loss, liability, cost or expense arises from the negligence or willful misconduct of the Sublessor.

- 18.3 The Sublessee indemnifies the Sublessor against any claim, action, damage, loss, liability, cost or expense which the Sublessor suffers or incurs or is liable for in respect of the use of the Leased Premises by the Sublessee.

19. Assignment

- 19.1 The Sublessee must not assign any of its rights under this deed.
- 19.2 Nothing in this Deed shall permit the Sublessor from assigning its rights under this deed without the Sublessee's consent.

20. Waiver

- 20.1 The non-exercise of or delay in exercising any power or right of a party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right.
- 20.2 A power or right may only be waived in writing, signed by the party to be bound by the waiver.

21. Unforeseen event

If an unforeseeable event including but not limited to, tempest, flood, natural disaster, or civil unrest occurs such that the whole or a substantial part of the Leased Premises can no longer be occupied, then the Sublessor shall have the right to terminate this Sublease on giving the Sublessee thirty (30) days notice in writing.

22. Access and Inspections

The Sublessee shall further allow access to the Sublessor or Sublessor's Agent as and when it is reasonable:-

- (a) to enable the Sublessor to carry out repairs, and
- (b) to enable the Sublessor to carry out an inspection of the Leased Premises

to ensure the terms of this Sublease are being met to the satisfaction of the Sublessor.

23. Repairs

- 23.1. The Sublessee shall have repaired in a proper and tradespersonlike manner any damage to the Leased Premises or Inclusions resulting from a negligent or deliberate or careless act or a breach of any condition of this Sublease by the Sublessee or any person on the Leased Premises with their consent.
- 23.2. Except as in Clause 23.1, the Sublessor shall carry out without delay all reasonable repairs necessary for the Sublessee's ordinary use and occupation of the leased Premises, having regard to the condition of the Leased Premises at the commencement of this Sublease and having regard for fair wear and tear.

24. Costs

- 24.1 Each party must bear its own costs and expenses incurred in preparation and completion of this Sublease.
- 24.2 The Sublessee must bear the costs and expenses incurred by the Sublessor arising from any default by the Sublessee under this Sublease.

25. GST

Any amounts, including rent and outgoings, referred to in this Sublease which are payable by the Sublessee to the Sublessor, or on behalf of the Sublessor under this Sublease, are expressed exclusive of the Goods and Services Tax ("GST"), (if any).

26. Statutes

Each party shall observe as applicable to themselves all relevant statutes, statutory regulations and by-laws relating to the health, safety, noise and other standards with respect to the Leased Premises.

27. Notices

Any written notice required or authorised by this Sublease:

- 27.1 Shall be served on the Sublessee personally or by pre-paid post to the Leased Premises or by being left in the post box, if, any, at the Leased Premises.
- 27.2 Shall be served on the Sublessor personally or by pre-paid post to their address as shown in this Sublease or as notified in writing or by being left in the post box, if any, at that address.

27.3 Shall be deemed to be served on the third business day after posting where it has been sent by pre-paid post.

27.4 May take effect on any day of the month if it relates to the termination of a periodic licence provided it gives the length of notice.

28. Disputes

In any dispute or proceedings between the parties, both parties shall act reasonably and without delay and make all admissions necessary to enable the dispute or proceedings to be resolved efficiently.

29. Default and Termination

29.1 Default

The Sublessee is in default if:

- (a) it does not pay the Rent or Outgoings or any other money payable under this deed within fourteen (14) days of the due date;
- (b) it does not perform any express or implied obligation under this deed; or
- (c) it repudiates its obligations under this deed.

29.2 Sublessor's rights on default

If the Sublessee is in default the Sublessor may terminate this deed by written notice and may exercise any other legal right.

29.3 Indemnity for breach

The Sublessee indemnifies the Sublessor against any claim, action, loss, damage, cost, liability, expense or payment suffered or incurred by the Sublessor in respect of:

- (a) any default by the Sublessee under this deed; or
- (b) the Sublessor's termination of this deed under clause 29.2,

including, but not limited to, the loss to the Sublessor of the benefit of the Sublessee performing its obligations under this deed from the date of termination until the end of the term.

29.4 Removal of Sublessee's Property

- (a) The Sublessee must remove any Sublessee's Property from the Leased Premises by the Termination Date.

- (b) If the Sublessee does not comply with paragraph (a) above, the Sublessor may, at the Sublessee's costs, remove the Sublessee's Property as the agent of the Sublessee and at the Sublessee's risk, and sell the Sublessee's Property and apply any proceeds of sale in reduction of any amounts outstanding under this Sublease, including the cost of removal.

30. **General**

30.1 **Attorneys**

Wherever this deed is executed by an attorney the attorney states by such execution that as at the time of such execution the attorney has received no notice of the revocation of the power of attorney pursuant to which the attorney has executed this Deed.

30.2 **Bank Guarantee**

On or before commencement of this Deed, the Sublessee will provide to the Sublessor bank guarantee in the amount of three (3) months' rent as set out in item 10 of the Reference Schedule.

30.3 **Registration**

In the event registration of this Deed is required or the Sublessee wishes to have the Deed registered, the Sublessee agrees to pay the Sublessors reasonable costs in attending to the registration of this Deed.

30.4 **Rent Review**

- (a) The Rent shall be increased on the dates specified in Item 6 of the Reference Schedule. The method applied is an annual increase of 3%.
- (b) The Sublessor shall calculate the new Rent after each review date and give the Sublessee written notice of the new Rent.
- (c) Prior to commencement of the option period, the Sublessor may review the applicable rent figure and determine an alternate rent figure. This figure will be provided to the Sublessee prior to commencement of the option period.

30.5 Contact Numbers

(a) The contact numbers for the Sublessor are as follows:-

| Times | Contact Person | Contact Number |
|---|------------------------------------|------------------------------|
| During Business Hours (Mon-Fri 9.00 am - 5.00pm) | Museum Coordinator | (02) 6338 2854 |
| After Hours | | (02) 6334 2795 |
| Emergencies | Building Maintenance Supervisor | 0400 937 782 0437 000 461 |

(b) The Sublessee shall only contact the Sublessor at the times and on the numbers as provided in clause 30.3.1 above.

30.6 Governing law and jurisdiction

(a) This document is governed by and is to be construed in accordance with the laws in force in New South Wales.

(b) Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object.

REFERENCE SCHEDULE

| | |
|-------------------------|--|
| ITEM 1: | (a) Land/Premises |
| (Clause 1.1) | Being that Land/Premises described in Clause 1.1 of the Headlease annexed hereto marked "B". |
| ITEM 2: | Leased Premises |
| (Clause 1.1) | That part of the Land/Premises and part of the "cafe nook" marked green on the plan annexed hereto and marked "A", known as the "Refreshment Room Cafe" located at the the Bathurst Rail Museum, 126 Havannah Street, Bathurst |
| ITEM 2a | Shared Use Area: Commercial Kitchen, carriage and boardwalk areas adjacent to the Cafe marked purple on the plan annexed hereto and marked "A" |
| ITEM 3: | (a) Commencement Date |
| (Clause 4.1-4.2) | 1 July, 2024 |
| | (b) Termination-Date |
| | 30 June, 2027 |
| | (c) Option Term |
| | One (1) period of three (3) years |
| ITEM 4: | Permitted Use |
| (Clause 1.1) | A "hole in the wall" coffee outlet with pre-made quality, healthy and on-trend food and beverages. |
| ITEM 5: | Rent |
| (Clause 10) | \$8,750.00 + Lessee nominated figure per annum (plus GST) payable by monthly instalments of \$TBC (plus GST) in advance. |
| ITEM 6: | Rent Review |
| (Clause 30.2) | On 1 July, 2025 and then annually thereafter on 1 July in each subsequent year. |
| ITEM 7: | Amount of Public Liability Insurance |
| (Clause 17.4) | \$20,000,000.00 (twenty million dollars) |
| ITEM 8: | Outgoings |
| (Clauses 1.1 and 11) | Included in the rent figure at Item 5. |
| ITEM 9: | Inclusions |
| (clauses 5, 14.1, 23.1) | One countertop display fridge, one under bench fridge, a dishwasher and outdoor cafe furniture, together with any additional furniture and seating provided by the Sublessor during the term of this Sublease |
| ITEM 10 | Bank Guarantee |
| (Clause 30.2) | Three (3) month's rent being \$TBC |

Executed as a Deed

SIGNED for and on behalf of Bathurst Regional Council by its Attorney **DAVID JOHN SHERLEY** being the person for the time being holding or fulfilling the duties of General Manager of Bathurst Regional Council, following Council's Resolution at its meeting dated states that at the date of execution of this present instrument he has received no notice of revocation of Power of Attorney Registered Book 4429 No. 885 by virtue of which he has executed the within document.

Signature of Witness

Name of Witness (Block Letters)

Address of Witness

SIGNED, SEALED AND DELIEVERED by in the presence of:

Signature of Witness

Signature

Name of Witness (Block Letters)

Address of Witness