Form: 07L Release: 1.1 www.lpi.nsw.gov.au

**New South Wales** Real Property Act 1900



9597387K

		PRIVACY NOTE: this information is legally required and	PRIVACY NOTE: this information is legally required and will become part of the public record				
	STAMP DUTY	Office of State Revenue use only	NEW SOUTH WALES DUTY 08-05-2003 00 SECTION 179-DUPLICATE NO DUTY PAYABLE	01392585-002			
(A)	TORRENS TITLE	Property leased: if appropriate, specify the part or premise C/385449	es				
	Walter to						
(B)	LODGED BY	Delivery Name, Address or DX and Telephone	DEACONS	CODE			
		BOX DEACONS DX 368 SYDNEY Reference: THC (LUGARNO)	GOLDFIELDS HOUSE CIRCULAR QUAY TEL: 9330 8000 SYDNEY	L			
(C)	LESSOR	THE COUNCIL OF THE CITY OF HURSTVILLE					
(D)		The lessor leases to the lessee the property referred to abo	ve.				
(D) (E)	LESSEE	Encumbrances (if applicable):  THE SCOUT ASSOCIATION OF AUSTRALIA, NE 054	EW SOUTH WALES BRANCH ACN 4	60 434			
(F)		TENANCY:					
(G)	1. <b>TERM:</b> 21	YEARS					
	2. COMMENCI	NG DATE: 1 JANUARY 2001					
	3. TERMINATII	NG DATE: 31 DECEMBER 2021					
	4. With an OP	OPTION TO RENEW for a period of N.A.					
	set out in cla	n clause N.A. of N.A.					
	5. With an OP	OPTION TO PURCHASE set out in clause N.A. of N.A.					
	6. Together wi	th and reserving the RIGHTS set out in clause N.A.	of N.A.				
	7. Incorporates	s the provisions set out in <b>ANNEXURE</b> "A" hereto.					
		ates the provisions set out in MEMORANDUM filed at Land and Property Information New South Wales as					
	No. N.A.						
	9. The RENT is	s set out in item No. 5 of REFERENCE SO	CHEDULE TO ANNEXURE "A"				
				M			

All handwriting must be in block capitals.

Total Pages (office use only)

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	DATE				
(H)					
I	certify that the person(s) signing opposite, with whom am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.	Certified correct for the purp Act 1900 by the authorised			
Signature of witness:		Signature of authorised officer:			
	Name of witness: Address of witness:	Authorised officer's name: Authority of officer: Signing on behalf of:	FOR EXECUTION REFER TO ANNEXURE "A"		
I	certify that the person(s) signing opposite, with whom am personally acquainted or as to whose identity I am	Certified correct for the purp Act 1900 by the authorised of			
0	therwise satisfied, signed this instrument in my presence.				
S	ignature of witness:	Signature of authorised office	cer:		
	Jame of witness:	Authorised officer's name: Authority of officer: Signing on behalf of:	FOR EXECUTION REFER TO ANNEXURE "A"		
(I)	STATUTORY DECLARATION  I, solemnly and sincerely declare that—  1. The time for the exercise of option to	in expired lease No.	has ended.		
	The lessee under that lease has not exercised the option		nas orașe.		
	I make this solemn declaration conscientiously believing the 1900.		he provisions of the Oaths Act		
	Made and subscribed at	in the State of New South Wales			
	in the presence of—				
	Signature of witness:	Signature of lessor:			
	Name of witness:				
	Address of witness:				
	Qualification of witness:		1		

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THIS AND THE FOLLOWING 14 PAGES COMPRISE THE ANNEXURE "A" REFERRED TO IN THE LEASE BETWEEN THE COUNCIL OF THE MUNICIPALITY OF HURSTVILLE (AS LANDLORD) AND THE SCOUT ASSOCIATION OF AUSTRALIA, NEW SOUTH WALES BRANCH (AS TENANT)

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EXECUTED

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## Definitions and Interpretation

### 1.1 Terms in Reference Schedule

Terms in bold type in the Reference Schedule have the meaning shown opposite.

### 1.2 Definitions

- (1) "Australian Institute" means the Australian Property Institute Inc. (NSW Division);
- (2) "Building" means all improvements on the Land including any modifications;
- (3) "Claim" includes any claim or legal action and all costs and expenses incurred in connection with it;
- (4) "Land" means the land described in item A of the Form 07L of this Lease together with any other land used by the Landlord in connection with the Building;
- (5) "Landlord's Property" means any property owned by the Landlord in the Building or on the Land;
- (6) "Official Requirement" means any requirement, notice, order or direction of any authority and includes the provisions of any statute, ordinance or by-law;
- (7) "Premises" means the premises described in Item 3 of the Reference Schedule and includes the Landlord's Property in the Premises;
- (8) "Services" means all utilities and services in the Building or the Premises;
- (9) "Tenant's Employees" means each of the Tenant's employees, contractors, agents, customers, subtenants, licensees or others (with or without invitation) who may be on the Premises, the Building or the Land;
- (10) "Tenant's Property" includes all fixtures and other articles in the Premises which are not the Landlord's.

### 1.3 Interpretation

(1) Reference to:

ease to Scouts Association

(a) the singular includes the plural and the plural includes the singular;

(b) \_ a person includes a body corporate;

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- a party includes the party's executors, administrators, successors and permitted assigns;
- (d) "month" or "monthly" means calendar month or calendar monthly; and
- (e) a right includes a remedy, authority or power.
- (2) If a party consists of more than one person, this Lease binds them jointly and each of them severally.
- (3) Headings are for convenience only and do not form part of this Lease or affects its interpretation.

## 2. Term and Holding Over

### 2.1 Term

The Landlord leases the Premises to the Tenant for the Term.

## 2.2 Monthly Tenancy

If the Tenant continues to occupy the Premises after the Term with the Landlord's consent then:

- (1) the Tenant does so as a monthly tenant on the same basis as at the last day of the Term; and
- (2) either party may terminate the monthly tenancy by giving to the other 1 month's notice expiring on any day.

### 3. Rent and Rent Reviews

#### 3.1 Rent

- (1) The Tenant must pay the Rent for the whole of the term of the Lease in advance.
- (2) Each payment of Rent must be made with an additional amount equal to any goods and services, consumption, value added or similar tax applying to that payment.

### 4. Damage and Destruction – Intentionally Deleted

#### Use of the Premises

## 5.1 Permitted Use

The Tenant must only use the Premises for the Permitted Use specified in the Reference Schedule.

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#### **Community Service and Volunteer Groups** 5.2

- The Tenant may permit the use of the Premises from time to time or any part (1) thereof by bona fide community groups.
- The Tenant shall ensure that any community groups and persons using the (2)Premises pursuant to clause 5.2(1) are aware of the terms of this Lease and agree to comply with the terms contained herein.
- The Tenant shall not allow the use of the Land by any other person or entity (3)other than a bona fide community group or by any community group which the Landlord in its reasonable discretion considers inappropriate.

#### 5.3 Restrictions on Use

The Tenant must not:

- disturb other tenants of the Building or adjacent premises; (1)
- display any signs without the Landlord's consent; (2)
- overload any Services; (3)
- (4) damage the Landlord's Property;
- alter the Premises, install any partitions or equipment or do any building work (5)without the Landlord's prior consent.

#### No Warranty as to Use 54

The Landlord does not warrant that the Premises:

- (1) are suitable for any purpose; or
- may be used for the Permitted Use. (2)

#### 5.5 Official Requirement

At its expense, the Tenant must comply with any Official Requirement concerning the Premises, the Tenant's Property, the Tenant's use or occupation of the Premises or the sex, number, health and safety of persons in the Premises.

#### **Fire Services** 5.6

The Tenant shall:

- supply and install at its own cost such fire services to the Building required by (1) any Law or Official Requirement because of the Tenant's use of the Premises;
- maintain the fire services and keep them in a good and serviceable state of (2) repair during the currency of the Lease or take any steps in relation to the fire services required by any Law or Official Requirement.

### 5.7 First Aid

The Tenant must ensure that first aid kits are installed where required and that they are regularly inspected and restocked.

### 5.8 Trees

The Tenant shall not cut any timber of trade shades without the prior written consent of the Lessor.

### 5.9 Gravel

The Tenant shall not permit the extraction of sand or gravel from the Land for removal or sale without the prior written consent of the Landlord.

## 6. Maintenance and Repair

## 6.1 Repair

- (1) The Tenant must:
  - keep the Premises in good repair and condition except for fair wear and tear, inevitable accident and inherent structural defects;
  - (b) fix any damage caused by the Tenant or the Tenant's Employees;
  - (c) paint the interior of the Premises when the Landlord reasonably requires the Tenant to do so, but no more than once every 4 years; and
  - (d) replace any light tubes, globes or starters.
- (2) The Landlord may do any repairs or maintenance to the Building. The Landlord must give the Tenant reasonable notice before doing so and must cause as little disruption to the Tenant's business as is reasonably possible in the circumstances.

### 6.2 Cleaning and Maintenance

The Tenant must:

- keep the Premises clean and tidy; and
- (2) keep the Tenant's Property clean and maintained in good order and condition.

## 6.3 Landlord's Right to Inspect and Repair

(1) The Landlord may enter the Premises for inspection or to carry out maintenance, repairs or building work at any reasonable time after giving notice to the Tenant. In an emergency, the Landlord may enter at any time without giving the Tenant notice.

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The Landlord may carry out any of the Tenant's obligations on the Tenant's (2)behalf if the Tenant does not carry them out on time. If the Landlord does so, the Tenant must promptly pay the Landlord's costs.

#### 7. Assignment and Subletting

The Tenant must not assign sublet or deal with its interest in the Premises. 7.1

#### Insurances and Indemnities 8.

#### Tenant's Insurance 8.1

The Tenant must maintain insurance for:

- public risk for at least \$10,000,000 in the joint names of the Landlord and the (1) Tenant; and
- the Tenant's Property for its full value; and (2)
- any other insurances required by any Law or Official Requirement.

#### **Tenant's Policies** 8.2

All policies under this clause 8 must be acceptable to the Landlord and with an insurer approved by the Landlord.

#### 8.3 **Proof of Insurance Policies**

The Tenant must give the Landlord evidence of its insurance if the Landlord asks for

#### 8.4 Tenant's Release and Indemnity

- (1) The Tenant occupies and uses the Premises at its own risk. The Tenant also carries out building work in the Premises at its risk.
- The Tenant releases the Landlord from and indemnifies it against all Claims (2)for damages, loss, injury or death:
  - whether or not it is caused by the Tenant's negligence or default if it: (a)
    - occurs in the Premises; (i)
    - (ii) arises from the use of the Services in the Premises; or
    - arises from the overflow or leakage of water from the Premises;

except to the extent that it is caused by the Landlord's deliberate act or negligence; and

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- (b) if it arises from the negligence or default of the Tenant or the Tenant's Employees, except to the extent that it is caused by the Landlord's deliberate act or negligence.
- (3) The Landlord must do everything reasonable to ensure the Services operate efficiently but the Landlord is not liable if they do not.
- (4) The Tenant releases the Landlord from and indemnifies the Landlord against any Claim or costs arising from anything the Landlord is permitted to do under this Lease.

## 9. Occupational Health and Safety Act

- 9.1 The Tenant acknowledges and agrees that for the purpose of the *Occupational Health and Safety Act 1983* (NSW) ("**Act**") the Tenant has the control of the Premises and all plant and substances within the Premises.
- 9.2 The Tenant releases and indemnifies the Landlord from and against any obligation or liability of the Landlord under any occupational health and safety legislation as defined in the Act.

#### 10. Alterations

### 10.1 Alterations and Additions

- (1) The Tenant must not alter or add to the Premises without the Landlord's prior consent.
- (2) The Tenant must submit plans and specifications of the proposed alteration, addition or installation for the Landlord's consent.

### 10.2 Reinstatement

If the Tenant breaches clauses 10.1 or 10.2, the Landlord may give the Tenant a notice requiring it to reinstate the Premises to their former condition. If the Tenant fails to comply with the notice, the Landlord may undertake the necessary work and the Landlord's Costs of doing the work will be recoverable from the Tenant.

#### 11. Landlord's Covenants

## 11.1 Quiet Enjoyment

If the Tenant performs and observes all its obligations under this Lease, it may use the Premises without interruption or disturbance from the Landlord or any person claiming by, through or under the Landlord.

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## 11.2 Person Other Than Landlord Becoming Entitled to Rents Etc.

- If any person other than the Landlord becomes entitled to receive the Rent, (1) that person will have the benefit of all covenants by the Tenant under this Lease.
- If required by and at the expense of the Landlord, the Tenant will enter into (2)reasonable covenants with that other person.

## 11.3 Services to be Provided by Landlord

The Landlord will use reasonable endeavours to ensure that the Services are operational and functional during normal business hours.

### 11.4 Failure of Services

The Tenant will have no Claim against the Landlord or be entitled to terminate this Lease solely because:

- the Services fail to operate; or (1)
- the Landlord shuts down or removes any Services to repair, maintain or (2)replace them or because of the provisions of any Law or Requirement.

#### 12. **Tenant Default and Termination**

#### 12.1 Default

The Tenant defaults under this Lease if:

- the Rent or any money payable by the Tenant is unpaid for 14 days;
- the Tenant breaches any other term of this Lease; (2)
- (3)the Tenant assigns its property for the benefit of creditors; or
- the Tenant becomes an externally administered body corporate within the (4) meaning of the Corporations Act 2001.

#### 12.2 Forfeiture of Lease

If the Tenant defaults and does not remedy the default when the Landlord requires it to do so, the Landlord may do any one or more of the following:

- (1) re-enter and take possession of the Premises;
- (2) by notice to the Tenant, terminate this Lease;
- by notice to the Tenant, convert the unexpired portion of the Term into a (3) tenancy from month to month;
- exercise any of its other legal rights; or (4)

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(5) recover from the Tenant or the Guarantor (if any) any loss suffered by the Landlord due to the Tenant's default.

## 12.3 Landlord's right to Terminate

Notwithstanding any other provision in this Lease, the Landlord in its unfettered discretion may terminate this Lease if the Landlord determines the Tenant has ceased to use the Premises for the Permitted Use for a period in excess of 12 months.

## 12.4 Consequences of Default

## (1) Repudiation

- (a) If the Tenant repudiates this Lease or breaches an essential term of this Lease the Landlord may recover all money payable by the Tenant under this Lease up to the end of the Term. However, the Landlord must minimise its loss.
- (b) The essential terms are:
  - (i) to pay Rent [clause 3.1];
  - (ii) to use the Premises for only the Permitted Use [clause 5.1];
  - (iii) to comply with Official Requirements [clause 5.5];
  - (iv) not to assign, sublet or deal with the Lease [clause 7.1];
  - (v) to repair [clause 6.1];
  - (vi) to insure [clause 8]; and
  - (vii) to pay GST [clause 20.1].

## (2) Landlord's Entitlement to Damages

The Landlord's entitlement to damages is not limited or affected if:

- (a) the Tenant abandons the Premises;
- (b) the Landlord elects to re-enter the Premises or terminate this Lease;
- (c) the Landlord accepts the Tenant's repudiation; or
- (d) the parties' conduct constitutes or may constitute a surrender by operation of law.

### (3) Liquidated Debt

The Landlord may remedy any default by the Tenant and recover its costs of doing so from the Tenant as a liquidated debt.

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#### 12.5 Waiver

- No waiver by the Landlord is effective unless it is in writing. (1)
- Despite the Landlord's knowledge at the time, a demand for Rent or other (2) money owing by the Tenant or the subsequent acceptance of Rent or other money does not constitute a waiver of any earlier default by the Tenant.

## 12.6 Interest on Overdue Money

The Landlord may charge daily interest to the Tenant on any late payment by the Tenant at a rate of 2% above the rate which would be charged to the Landlord by the Landlord's bank for borrowing the same amount on unsecured overdraft as certified by the Landlord's bank manager.

#### 13. **Termination of Term**

## 13.1 Tenant's Obligations

On termination the Tenant must:

- vacate the Premises and give them back to the Landlord in good repair and (1) condition:
- remove all the Tenant's Property from the Premises; (2)
- repair any damage caused by removal of the Tenant's Property and leave the (3) Premises clean; and
- return all keys, security passes and cards held by it or the Tenant's (4) Employees.

## 13.2 Failure to Remove Tenant's Property

If the Tenant does not remove the Tenant's Property at the end of the Term, the Landlord may:

- remove and store the Tenant's Property at the Tenant's risk and expense; or (1)
- treat the Tenant's Property as abandoned, in which case title in the Tenant's (2)Property passes to the Landlord who may deal with it as it thinks fit without being liable to account to the Tenant.

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### 14. General

### 14.1 Notices

(1) In Writing

Any notice given under this Lease must be in writing. A notice by the Landlord is valid if signed by an officer or solicitor of the Landlord or any other person nominated by the Landlord.

(2) Notice of Tenant's Address

The Tenant must promptly notify the Landlord of its address and facsimile number and the address and facsimile number of any Guarantor and update the notice if any changes occur.

(3) Service of Notice on Tenant

The Landlord may serve a notice on the Tenant by:

- (a) giving it to the Tenant personally;
- (b) leaving it at the Premises;
- (c) sending it to the Tenant's facsimile number; or
- (d) posting it to the Tenant's last known registered office, place of business or residence.

(4) Service of Notice on Landlord

The Tenant may serve a notice on the Landlord by leaving it at, or posting or faxing it to the Landlord's office set out in Item 1 of the Reference Schedule.

14.2 Cost for Preparation of this Lease

The Landlord and the Tenant shall each be responsible for their own legal fees and outlays in relation to the preparation of this Lease.

14.3 Landlord's Costs

The Tenant must pay the Landlord:

- (1) stamp duty on this Lease;
- (2) cost for registration of this Lease; and
- (3) the Landlord's reasonable legal fees and outlays:
  - (a) for the preparation and registration of this Lease;
  - (b) relating to any assignment or subletting;

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- arising from any breach of this Lease by the Tenant; and
- for any Landlord's consent under this Lease. (d)

## 14.4 Power of Attorney - Intentionally Deleted

#### Dealing with the Land 14.5

The Landlord may subdivide the Land or grant easements or other rights over it provided that the Tenant's use and occupation of the land is not adversely affected.

#### 15. Severability

- 15.1 As far as possible all provisions of this Lease must be construed so as not to be invalid, illegal or unenforceable.
- If anything in this Lease is unenforceable, illegal or void then it is severed and the rest 15.2 of this Lease remains in force.
- If any provision cannot be read down, that provision will be void and severable and 15.3 the remaining provisions of this Lease will not be affected.

#### 16. **Entire Understanding**

This Lease:

- contains the entire agreement and understanding between the parties on everything connected with the subject matter of this Lease; and
- supersedes any prior agreement or understanding on anything connected with (2) that subject matter.

#### 17. **Organisations**

- If any organisation ceases to exist, a reference to that organisation is taken to be a 17.1 reference to an organisation with similar objects to the original organisation nominated by the Landlord.
- Reference to the president of an organisation in the absence of a president, is to be 17.2 read as a reference to any person fulfilling the duties of a president.

#### 18. Landlord's Consent

Lease to Scouts Association

- 18.1 Unless otherwise stated, if the Landlord's consent or approval is required:
  - (1) the Landlord must consider the request promptly and be reasonable in giving or refusing its consent or approval;

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- (2) the Landlord may require the Tenant to comply with any reasonable conditions before giving its consent; and
- (3) it is not effective unless in writing.

## 19. Conveyancing Act

- 19.1 The following sections of the Conveyancing Act 1919 (NSW) do not apply to this Lease:
  - (1) section 84 (pay rent and repair);
  - (2) section 85 (landlord's right to enter, repair and take possession); and
  - (3) section 86 (short form covenants).

### 20. Goods and Services Tax

- 20.1 Regardless of any other provision of this Lease, if a goods and services Tax or similar value added tax ("GST") is imposed on any supply made to the Tenant under or in accordance with this Lease the amount the Tenant must pay for that supply is increased by the amount of that GST.
- 20.2 Despite any other provision to the contrary in this Lease, the Tenant is only required to comply with clause 20.1 if the Licensor has first provided to the Licensee a tax invoice in the form and containing information as may be required by any Law or Official Requirement that may apply to the GST.

### 21. Landlord Acting As Local Government Authority

- 21.1 Nothing in this Lease in any way restricts or otherwise affects the unfettered discretion of the Council in the exercise of its statutory powers as the Local Government and if there is any conflict between the unfettered discretion of the Local Government in the exercise of its powers on the one hand and the satisfaction and performance of the Landlord's obligations in this Lease on the other hand, the former prevails.
- 21.2 By entering into this Lease the Landlord does not represent or warrant that any application for consent under the Local Government will be approved by the Landlord in its capacity as the Local Government unconditionally or upon conditions acceptable to the Tenant.
- 21.3 In the event the Landlord must act or exercise its rights as the Local Government, the Tenant cannot make any objection, requisition or claim and must allow the Landlord to make its decision in accordance to Law.
- 21.4 Reference in this Lease to the doing of any act or the exercise of any right by the Landlord is in its capacity as a property owner or contracting party and not by the Landlord in its capacity as the Local Government unless otherwise specified.

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## 21.5 In this clause:

"Law" means any requirement of statute, rule, regulation, proclamation, ordinance or by-law.

"Local Government" means the Landlord in its capacity as the local government authority under the Environmental Planning and Assessment Act 1979 known as The Council of the City of Hurstville."

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### REFERENCE SCHEDULE

Item 1 Landlord

THE COUNCIL OF THE CITY OF HURSTVILLE

of Civic Centre, MacMahon Street, Hurstville NSW 2220

Item 2 Tenant

THE SCOUT ASSOCIATION OF AUSTRALIA, NEW SOUTH WALES

**BRANCH ABN 42 460 434 054** 

5 Rogers Avenue, Haberfield NSW 2045

Item 3 Premises [clause 1.2(7)]

Folio Identifier C/385449 being all the Land, the Building and improvements

thereon known as Lime Kiln Bay Road, Lugarno NSW 2210.

Item 4 Term

21 years commencing on 1 January 2001 and ending on 31 December 2021

Item 5 Rent [clause 3.1]

Nominal rent of \$1.00 per annum (exclusive GST on the basis that clause 20

applies).

Item 6 Permitted Use [clause 5.1]

Scout Hall and use of the Premises for and incidental to the achievement and legitimate objects and purposes of the Tenant in accordance with the Tenant's

constitution.

EXECUTED as a deed.

THE COMMON SEAL of

THE COUNCIL OF THE CITY OF

day of April 2003 in pursuance

day of April 2003 in pursuance of a resolution passed on 14th day

of June 2000

Mayor

CR VINCE BADALATI

Name of Mayor

Counciller/General Manager

JOHN PATTERSON

Name of Councillor/General Manager

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Lease to Scouts Association

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THE COMMON SEAL of
THE SCOUT ASSOCIATION OF
AUSTRALIA, NEW SOUTH WALES
BRANCH was hereunto affixed on
the 10th day of March 2003 by
the authority of the Executive Committee
in the presence of three of the Executive
Committee:

Witness 1

August August Wyone New
Address of Witness 1

Witness 2

Address of Witness 2

Address of Witness 2

Witness 3

Witness 3

Witness 3

Witness 3

Witness 3

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Chief Executive
Golas Borwana
Crancot Con-

Name of Chief Executive

Address of Witness 3