

Form: 07L
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LEASE
New South Wales
Real Property Act 1900

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additional pages to the top left-hand
corner.

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

STAMP DUTY

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(A) TORRENS TITLE

Part Folio Identifiers # and # being the whole of the Building on the Land at #

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number, if any	CODE L
	Telephone	
	Reference: <input type="text"/>	

(C) LESSOR

--

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

(D)

Encumbrances (if Nil

(E) LESSEE

--

(F)

TENANCY:

- (G) 1. **TERM:** Three (3) years
2. **COMMENCING DATE:** #
3. **TERMINATING DATE:** #
4. With an **OPTION TO RENEW** for one period of three (3) years
set out in Item S of Annexure A
5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
6. Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.
7. Incorporates the provisions or additional material set out in **ANNEXURE(S) A** hereto.
8. Incorporates the provisions set out in N.A. with the Land and Property
Management Authority as No(s). N.A.
9. The **RENT** is set out in item No. L of Annexure A

DATE:

(H)

SEE SIGNING PAGE IN ANNEXURE A FOR EXECUTION CLAUSES

Note: where applicable, the lessor must complete the statutory declaration below.

(I) STATUTORY DECLARATION *

I
solemnly and sincerely declare that-

1. The time for the exercise of option to N/A in expired lease No. N/A has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900

Made and subscribed at in the State of New South Wales on
in the presence of of

☐ Justice of the peace ☐ Practising Solicitor ☐ Other qualified witness (specify)

** who certifies the following matters concerning the making of this statutory declaration by the person who

1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering;
2. I have known the person for at least 12 months OR I have not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on

Signature of witness:

Signature of lessor:

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and lodgment. ** If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does

***s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.*

ANNEXURE A REFERENCE SCHEDULE

LESSOR: (ACN:)	ADDRESS:
LESSEE:	ADDRESS:
GUARANTOR:	ADDRESS:
PREMISES:	
being the whole of the land comprised in certificate of title:	
ITEM 1 BASE RENT:	\$ per annum plus GST payable monthly in advance by instalments of \$ plus GST being \$ per month incl GST on the first day of each calendar month commencing on .
ITEM 2 PERCENTAGE OF ANNUAL OUTGOINGS:	\$
ITEM 3(a) MARKET REVIEW DATES:	
ITEM 3(b) CPI REVIEW DATES:	
ITEM 3(c) PERCENTAGE INCREASE REVIEW DATES:	
ITEM 3(d) PERCENTAGE INCREASE:	%
ITEM 4 PERMITTED USE:	Commercial Offices / Warehouse / Showroom
ITEM 5 OPTION(S) FOR RENEWAL:	years commencing .
ITEM 6 GUARANTORS:	
ITEM 7 BANK GUARANTEE/SECURITY DEPOSIT:	3 months' rent plus outgoings plus GST.
ITEM 8 OPERATING HOURS:	The operating hours of the Building are 8.00 am to 6.00 pm Monday to Friday, excluding public holidays.
ITEM 9 PUBLIC LIABILITY INSURANCE:	Lessee to insure to a minimum liability of \$20,000,000.00.

LEASE TERMS

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Part 1 DEFINITIONS AND INTERPRETATION

1.1. Definitions

- (a) **Accessories** includes all bathrooms, toilets, grease traps, wash basins, gas fittings, electrical fittings, and other services contained in or about the Premises or other parts of the Building as the context requires.
- (b) **Air Conditioning Equipment** includes all compressors, condensers, chiller sets, pumps, pipework, switchboards, wiring, thermostats, controls, cooling towers, air production, reticulation of chilled water and conditioned air in the Building.
- (c) **Authorisation** means:
 - (i) any consent, authorisation, registration, agreement, relevant certificate, permission, licence, approval, authority or exemption from, by or with an Authority; or
 - (ii) any entitlement arising from the incapacity of a relevant Authority to prohibit or restrict anything in whole or in part because of the expiry of time within which it could legally intervene to do so.
- (d) **Authority** includes any public, governmental, semi-governmental, city, municipal, health, licensing or any other authority having jurisdiction or authority in respect of the Premises or the use of the Premises or the Permitted Use.
- (e) **Building** means the building or buildings erected upon the Land, of which the Premises form part and all substitutions, alterations or modifications to those buildings and includes the Land upon which such buildings are erected and all lands and buildings adjacent to or in the vicinity of the buildings to be used in conjunction with the whole or part of the Building.
- (f) **Claim** includes all actions, claims, demands, notices, losses, damages, compensation, costs and expenses.
- (g) **Commencing Date** means the date described on the front page of this Lease for the commencement of the Term.
- (h) **Common Areas** means all those parts of the Building, if any, not demised or let to any lessee or occupant and intended for use by the lessees or occupants of the Building and in particular (but without limiting the generality of the foregoing) includes the common parking areas from time to time provided by the Lessor for the Building and the driveways and walkways giving access to and from the Building and the malls, corridors, passageways, vestibules, stairways, elevators, toilets and washrooms in the Building.
- (i) **CPI Review Date** means the dates nominated in **Item 3(b)** in the Reference Schedule.
- (j) **Environmental Law** means a law, ordinance, regulation, Local Government Plan or similar which relates to an aspect of the environment or health.
- (k) **Fire Equipment** includes all taps, valves, hydrants, alarms, fire sprinkler systems or other fire detection and prevention equipment in the Building.