

Form: 07L
Licence:
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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

Office of State Revenue use only

(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

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

(D)

Encumbrances (if Nil)

(E) LESSEE

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(F)

TENANCY:

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

DATE:

(H)

<p>I certify that I am an eligible witness and that the lessee signed this dealing in my presence.</p> <p>Signature of witness:</p> <p>Name of witness:</p> <p>Address of witness:</p>	<p>Certified correct for the purposes of the Real Property Act 1900 by the lessee.</p> <p>Signature of lessor:</p>
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<p>I certify that I am an eligible witness and that the lessor signed this dealing in my presence.</p> <p>Signature of witness:</p> <p>Name of witness:</p> <p>Address of witness:</p>	<p>Certified correct for the purposes of the Real Property Act 1900 by the lessor.</p> <p>Signature of lessee:</p>
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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 Oaths Act 1900

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

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 doe:

***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.

- (l) **Fit out** means the works carried out in the Premises and things installed in or affixed to the Premises by the Lessee or by the Lessor on behalf of the Lessee whether or not owned by the Lessee or the Lessor or any other person pursuant to any agreement made between the Lessor and the Lessee including any alterations made to the Premises in accordance with the terms of this Lease.
- (m) **Floor Area** means the aggregate area calculated to the nearest square metre of all floors including mezzanine floors or other structures measured in accordance with the relevant guidelines of the Property Council of Australia Limited issued from time to time. The certificate of the Lessor's architects or surveyor must, in the absence of manifest error, be conclusive evidence of the Floor Area of the Premises or any other part of the Building to which such certificate must relate.
- (n) **Floor plans** means the plans provided by the Lessor, receipt of which is hereby acknowledged by the Lessee, of the layout of the lighting, Air Conditioning Equipment and Fire Equipment of the Premises on the earlier of the Commencing Day and the commencing of any Fit out, which will be used by the Lessor as a reference for the Lessee's make good obligations under Part 15.
- (o) **Land** means the land described in the Certificate of Title referred to on the front page of this Lease.
- (p) **Lessee** means and includes the Lessee, its successors and permitted assigns or, being a person, his executors, administrators, successors and permitted assigns and where not repugnant to the context the sublessees, invitees, contractors, servants, employees and agents of the Lessee. Where the Lease to which this Annexure applies is a Sub-lease, then 'Lessee' must mean 'Sublessee' in its full context according to this clause.
- (q) **Lessor** means and includes the Lessor, its successors and assigns or, being a person, his executors, administrators, successors and permitted assigns, and where not repugnant to the context the invitees, contractors, servants, employees and agents of the Lessor. Where the Lease to which this Annexure applies is a Sub-lease, then 'Lessor' must mean 'Sub lessor' in its full context according to this clause.
- (r) **Market Review Date** means the dates nominated in Items 3 (a), (b) and (c) of the Reference Schedule.
- (s) **NABERS Rating** means the relevant rating under The National Australian Built Environment Rating System as determined by the NSW Department of Environment, Climate Change and Water or its substitute.
- (t) **Outgoings** for any year during the Term means the total aggregate amount of all costs, charges and expenses charged on the Land or payable by the Lessor which an owner would have been liable to pay in respect of the Building, Land or the Premises including but not limited to:
- (i) rates, taxes, and charges payable to any Authority (with the exception of income tax and capital gains tax) including New South Wales land tax (calculated on the basis that the Land is the only land owned by the Lessor and not subject to a special trust and that the Lessor is not a non-

concessional company) and any other tax assessed or charged to the Lessor by virtue of its ownership or right to occupy the Land or whether by State or Federal Legislation or any competent Authority;

- (ii) all rates and charges payable to any Authority in relation to any of the supply of water, and the removal of waste, sewerage and other garbage from the Land, the Building or the Premises;
- (iii) all amounts payable in respect of insurance relating to the Premises, the Building and the Common Areas (including stamp duties), for plate glass, public liability, worker's compensation for all employees engaged in the cleaning, maintaining, lighting and repairing of the Common Areas, loss of rents, Lessor's fixtures and fittings, damage or destruction of the Building and Accessories for their full reinstatement value and any other insurances effected by the Lessor in relation to any risk relating to the Lessor's ownership or interest in the Premises;
- (iv) all charges for gas, electricity, telephone, internet and data, water (including for excess water) and public utilities servicing the Common Areas of the Building;
- (v) all costs of repairs, maintenance and painting of the Premises and the Building (excluding any work which amounts to a capital improvement or is of a structural nature other than that which arises from the negligence, acts or omissions of the Lessee) and the contributions to a sinking fund or other fund, if any, established to meet the same;
- (vi) all costs of the detection, prevention and eradication of pests, insects and vermin from all Common Areas;