

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Canada Bay Real Estate 30 Consett Street, Concord West, NSW 2138	Phone: 0412371583 Ref: Edward Rojas
co-agent		
vendor	Neil Stephen Hannam and Rangi Marie Leaynne Hannam 5 Glades Avenue, Gladesville, NSW 2111	
vendor's solicitor	Tonkin Drysdale Partners 79 Blackwall Road, Woy Woy NSW 2256 PO Box 40, Woy Woy NSW 2256	Phone: 02 4341 2355 Email: ptonkin@tdplegal.com.au Fax: 02 4344 1420 Ref: PDT:SG:2231594
date for completion	42nd day after the contract date	(clause 15)
land (address, plan details and title reference)	Units 31 & 31A, 1 Talavera Road, Macquarie Park, New South Wales 2113 Registered Plan: Lot 66 & 67 in Plan SP 91818, Folio Identifier 66/SP91818 & 67/SP91818	
	<input type="checkbox"/> VACANT POSSESSION <input checked="" type="checkbox"/> subject to existing tenancies	
improvements	<input type="checkbox"/> HOUSE <input type="checkbox"/> garage <input type="checkbox"/> carport <input type="checkbox"/> home unit <input checked="" type="checkbox"/> carspace <input checked="" type="checkbox"/> storage space <input type="checkbox"/> none <input checked="" type="checkbox"/> other: Office/Warehouse	
attached copies	<input type="checkbox"/> documents in the List of Documents as marked or as numbered: <input type="checkbox"/> other documents:	

A real estate agent is permitted by *legislation* to fill up the items in this box in a sale of residential property.

inclusions	<input checked="" type="checkbox"/> air conditioning <input type="checkbox"/> clothes line <input type="checkbox"/> fixed floor coverings <input type="checkbox"/> range hood <input type="checkbox"/> blinds <input type="checkbox"/> curtains <input type="checkbox"/> insect screens <input type="checkbox"/> solar panels <input type="checkbox"/> built-in wardrobes <input type="checkbox"/> dishwasher <input type="checkbox"/> light fittings <input type="checkbox"/> stove <input type="checkbox"/> ceiling fans <input type="checkbox"/> EV charger <input type="checkbox"/> pool equipment <input type="checkbox"/> TV antenna <input type="checkbox"/> other:
exclusions	
purchaser	
purchaser's solicitor	
price	
deposit	_____ (10% of the price, unless otherwise stated)
balance	
contract date	(if not stated, the date this contract was made)

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify:

GST AMOUNT (optional) The price includes GST of: \$

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

SIGNING PAGE

VENDOR	PURCHASER
<p>Signed by</p> <p>_____</p> <p>Vendor</p> <p>_____</p> <p>Vendor</p>	<p>Signed by</p> <p>_____</p> <p>Purchaser</p> <p>_____</p> <p>Purchaser</p>
VENDOR (COMPANY)	PURCHASER (COMPANY)
<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>	<p>Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Name of authorised person</p> <p>_____</p> <p>Office held</p> <p>_____</p> <p>Office held</p>

ChoicesVendor agrees to accept a **deposit-bond**☒ NO ☐ yes**Nominated *Electronic Lodgment Network (ELN)*** (clause 4)

PEXA

Manual transaction (clause 30)☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

Tax information (the parties promise this is correct as far as each party is aware)**Land tax** is adjustable☐ NO ☒ yes**GST:** Taxable supply☒ NO ☐ yes in full ☐ yes to an extent

Margin scheme will be used in making the taxable supply

☒ NO ☐ yes

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- ☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- ☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☒ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment*
(GST residential withholding payment)☐ NO ☐ yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

GSTRW payment (GST residential withholding payment) – details

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:**If more than one supplier, provide the above details for each supplier.**Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate):Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

If "yes", the GST inclusive market value of the non-monetary consideration: \$

Other details (including those required by regulation or the ATO forms):

List of Documents

General	Strata or community title (clause 23 of the contract)
<ul style="list-style-type: none"> <input checked="" type="checkbox"/> 1 property certificate for the land <input checked="" type="checkbox"/> 2 plan of the land <input type="checkbox"/> 3 unregistered plan of the land <input type="checkbox"/> 4 plan of land to be subdivided <input type="checkbox"/> 5 document that is to be lodged with a relevant plan <input checked="" type="checkbox"/> 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979 <input checked="" type="checkbox"/> 7 additional information included in that certificate under section 10.7(5) <input checked="" type="checkbox"/> 8 sewerage infrastructure location diagram (service location diagram) <input checked="" type="checkbox"/> 9 sewer lines location diagram (sewerage service diagram) <input checked="" type="checkbox"/> 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract <input type="checkbox"/> 11 <i>planning agreement</i> <input type="checkbox"/> 12 section 88G certificate (positive covenant) <input type="checkbox"/> 13 survey report <input type="checkbox"/> 14 building information certificate or building certificate given under <i>legislation</i> <input type="checkbox"/> 15 occupation certificate <input checked="" type="checkbox"/> 16 lease (with every relevant memorandum or variation) <input type="checkbox"/> 17 other document relevant to tenancies <input type="checkbox"/> 18 licence benefiting the land <input type="checkbox"/> 19 old system document <input type="checkbox"/> 20 Crown purchase statement of account <input type="checkbox"/> 21 building management statement <input checked="" type="checkbox"/> 22 form of requisitions <input type="checkbox"/> 23 <i>clearance certificate</i> <input type="checkbox"/> 24 land tax certificate 	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> 33 property certificate for strata common property <input checked="" type="checkbox"/> 34 plan creating strata common property <input checked="" type="checkbox"/> 35 strata by-laws <input type="checkbox"/> 36 strata development contract or statement <input type="checkbox"/> 37 strata management statement <input type="checkbox"/> 38 strata renewal proposal <input type="checkbox"/> 39 strata renewal plan <input type="checkbox"/> 40 leasehold strata - lease of lot and common property <input type="checkbox"/> 41 property certificate for neighbourhood property <input type="checkbox"/> 42 plan creating neighbourhood property <input type="checkbox"/> 43 neighbourhood development contract <input type="checkbox"/> 44 neighbourhood management statement <input type="checkbox"/> 45 property certificate for precinct property <input type="checkbox"/> 46 plan creating precinct property <input type="checkbox"/> 47 precinct development contract <input type="checkbox"/> 48 precinct management statement <input type="checkbox"/> 49 property certificate for community property <input type="checkbox"/> 50 plan creating community property <input type="checkbox"/> 51 community development contract <input type="checkbox"/> 52 community management statement <input type="checkbox"/> 53 document disclosing a change of by-laws <input type="checkbox"/> 54 document disclosing a change in a development or management contract or statement <input type="checkbox"/> 55 document disclosing a change in boundaries <input type="checkbox"/> 56 information certificate under Strata Schemes Management Act 2015 <input type="checkbox"/> 57 information certificate under Community Land Management Act 2021 <input type="checkbox"/> 58 disclosure statement - off the plan contract <input type="checkbox"/> 59 other document relevant to the off the plan contract
Home Building Act 1989	Other
<ul style="list-style-type: none"> <input type="checkbox"/> 25 insurance certificate <input type="checkbox"/> 26 brochure or warning <input type="checkbox"/> 27 evidence of alternative indemnity cover 	<input type="checkbox"/> 60
Swimming Pools Act 1992	
<ul style="list-style-type: none"> <input type="checkbox"/> 28 certificate of compliance <input type="checkbox"/> 29 evidence of registration <input type="checkbox"/> 30 relevant occupation certificate <input type="checkbox"/> 31 certificate of non-compliance <input type="checkbox"/> 32 detailed reasons of non-compliance 	

HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

Ace Body Corporate Management (Ryde)
 PO Box 265, Ryde NSW 1680 Phone: (02) 9818 6842
 ryde@acebodycorp.com.au

IMPORTANT NOTICE TO VENDORS AND PURCHASERS

Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS

The owners of certain types of buildings and strata lots must have smoke alarms, or in certain cases heat alarms, installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION

Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

- (a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and
- (b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation, including areas in which residential premises have been identified as containing loose-fill asbestos insulation, contact NSW Fair Trading.

Cooling off period (purchaser's rights)

- 1 This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.
- 2 **EXCEPT** in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—
 - (a) for an off the plan contract—the tenth business day after the day on which the contract was made, or
 - (b) in any other case—the fifth business day after the day on which the contract was made.
- 3 There is **NO COOLING OFF PERIOD**—
 - (a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or
 - (b) if the property is sold by public auction, or
 - (c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or
 - (d) if the contract is made in consequence of the exercise of an option to purchase the property, other than an option that is void under the Act, section 66ZG.
- 4 A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.
- 5 The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

WARNINGS

1. Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

 If you think that any of these matters affects the property, tell your solicitor.
2. A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.
3. If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.
4. If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.
5. The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.
6. Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
7. If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).
8. The purchaser should arrange insurance as appropriate.
9. Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.
10. A purchaser should be satisfied that finance will be available at the time of completing the purchase.
11. Where the market value of the property is at or above a legislated amount, the purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.
12. Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the ATO.

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

1.1 In this contract, these terms (in any form) mean –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – <ul style="list-style-type: none"> • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – <ul style="list-style-type: none"> • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice <i>served</i> by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 of the Swimming Pools Regulation 2018).

- 1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Signed*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

2 Deposit and other payments before completion

- 2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
- 2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
- 2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
- 2.4 The purchaser can pay any of the deposit by –
- 2.4.1 giving cash (up to \$2,000) to the *depositholder*;
 - 2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
 - 2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
- 2.5 The vendor can *terminate* if –
- 2.5.1 any of the deposit is not paid on time;
 - 2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
 - 2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
- This right to *terminate* is lost as soon as the deposit is paid in full.
- 2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
- 2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
- 2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
- 2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

- 3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
- 3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
- 3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
- 3.4 The vendor must approve a replacement *deposit-bond* if –
- 3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond*; and
 - 3.4.2 it has an expiry date at least three months after its date of issue.
- 3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
- 3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
 - 3.5.2 the deposit is paid in full under clause 2.
- 3.6 Clauses 3.3 and 3.4 can operate more than once.

- 3.7 If the purchaser serves a replacement *deposit-bond*, the vendor must serve the earlier *deposit-bond*.
- 3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
- 3.9 The vendor must give the purchaser any original *deposit-bond* –
- 3.9.1 on completion; or
 - 3.9.2 if this contract is *rescinded*.
- 3.10 If this contract is *terminated* by the vendor –
- 3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
 - 3.10.2 if the purchaser serves prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 3.11 If this contract is *terminated* by the purchaser –
- 3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
 - 3.11.2 if the vendor serves prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
- 4 Electronic transaction**
- 4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
- 4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
 - 4.1.2 a party serves a notice stating why the transaction is a *manual transaction*, in which case the parties do not have to complete earlier than 14 days after service of the notice, and clause 21.3 does not apply to this provision,
- and in both cases clause 30 applies.
- 4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
- 4.2.1 each party must –
 - bear equally any disbursements or fees; and
 - otherwise bear that party's own costs;
 incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
 - 4.2.2 if a party has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the parties, that amount must be adjusted under clause 14.
- 4.3 The parties must conduct the *electronic transaction* –
- 4.3.1 in accordance with the *participation rules* and the *ECNL*; and
 - 4.3.2 using the nominated *ELN*, unless the parties otherwise agree. This clause 4.3.2 does not prevent a party using an *ELN* which can interoperate with the nominated *ELN*.
- 4.4 A party must pay the fees and charges payable by that party to the *ELNO* and the *Land Registry*.
- 4.5 *Normally*, the vendor must within 7 days of the contract date create and populate an *Electronic Workspace* with title data and the date for completion, and invite the purchaser to the *Electronic Workspace*.
- 4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and populate an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace*.
- 4.7 The parties must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
- 4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
 - 4.7.2 create and populate an *electronic transfer*;
 - 4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
 - 4.7.4 populate the *Electronic Workspace* with a nominated *completion time*.
- 4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
- 4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
- 4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must populate the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 business days before the date for completion.
- 4.11 Before completion, the parties must ensure that –
- 4.11.1 all *electronic documents* which a party must *Digitally Sign* to complete the *electronic transaction* are populated and *Digitally Signed*;
 - 4.11.2 all certifications required by the *ECNL* are properly given; and
 - 4.11.3 they do everything else in the *Electronic Workspace* which that party must do to enable the *electronic transaction* to proceed to completion.
- 4.12 If the computer systems of any of the *Land Registry*, the *ELNO*, Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the parties, a failure to complete this contract for that reason is not a default under this contract on the part of either party.

- 4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties*, and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –
- 4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and
- 4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.
- 4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –
- 4.14.1 holds them on completion in escrow for the benefit of; and
- 4.14.2 must immediately after completion deliver the documents or things to, or as directed by; the *party* entitled to them.

5 Requisitions

- 5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.
- 5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving it* –
- 5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within 21 days* after the contract date;
- 5.2.2 if it arises out of anything *served* by the vendor - *within 21 days* after the later of the contract date and that *service*; and
- 5.2.3 in any other case - *within a reasonable time*.

6 Error or misdescription

- 6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).
- 6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.
- 6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

- Normally*, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving it* with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –
- 7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –
- 7.1.1 the total amount claimed exceeds 5% of the price;
- 7.1.2 the vendor *serves* notice of intention to *rescind*; and
- 7.1.3 the purchaser does not *serve* notice waiving the claims *within 14 days* after that *service*; and
- 7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –
- 7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;
- 7.2.2 the amount held is to be invested in accordance with clause 2.9;
- 7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within 1 month* of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);
- 7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;
- 7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and
- 7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within 3 months* after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

- 8.1 The vendor can *rescind* if –
- 8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;
- 8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and
- 8.1.3 the purchaser does not *serve* a notice waiving the *requisition within 14 days* after that *service*.

- 8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
 - 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
 - 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

- 9.1 keep or recover the deposit (to a maximum of 10% of the price);
- 9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
 - 9.2.1 for 12 months after the *termination*; or
 - 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and
- 9.3 sue the purchaser either –
 - 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
 - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
 - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
 - 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

- 10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
 - 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
 - 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
 - 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
 - 10.1.4 any change in the *property* due to fair wear and tear before completion;
 - 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
 - 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
 - 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
 - 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
 - 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).
- 10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.
- 10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

- 11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.
- 11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do everything reasonable to enable the purchaser, subject to the rights of any tenant –

- 12.1 to have the *property* inspected to obtain any certificate or report reasonably required;
- 12.2 to apply (if necessary in the name of the vendor) for –
 - 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
 - 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and
- 12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

13 Goods and services tax (GST)

- 13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.
- 13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.
- 13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and
 - 13.3.3 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.
- 13.4 If this contract says this sale is the supply of a going concern –
- 13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;
 - 13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;
 - 13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –
 - if *within* 3 months of completion the purchaser serves a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
 - if the purchaser does not serve that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and
 - 13.4.4 if the vendor, despite clause 13.4.1, serves a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.
- 13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.
- 13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.
- 13.7 If this contract says the sale is not a taxable supply –
- 13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and
 - 13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –
 - a breach of clause 13.7.1; or
 - something else known to the purchaser but not the vendor.
- 13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –
- 13.8.1 this sale is not a taxable supply in full; or
 - 13.8.2 the margin scheme applies to the *property* (or any part of the *property*).
- 13.9 If this contract says this sale is a taxable supply to an extent –
- 13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and
 - 13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.
- 13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.
- 13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.
- 13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.
- 13.13 If the vendor serves details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, serve evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

14 Adjustments

- 14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.
- 14.2 The *parties* must make any necessary adjustment on completion, and –
- 14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and
- 14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.
- 14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.
- 14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –
- 14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;
- 14.4.2 by adjusting the amount that would have been payable if at the start of the year –
- the person who owned the land owned no other land;
 - the land was not subject to a special trust or owned by a non-concessional company; and
 - if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.
- 14.5 The *parties* must not adjust any first home buyer choice property tax.
- 14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.
- 14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.
- 14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can serve a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

• Vendor

- 16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.
- 16.2 The legal title to the *property* does not pass before completion.
- 16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.
- 16.4 If a *party* serves a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

• Purchaser

- 16.5 On completion the purchaser must pay to the vendor –
- 16.5.1 the price less any –
- deposit paid;
 - *FRCGW remittance* payable;
 - *GSTRW payment*; and
 - amount payable by the vendor to the purchaser under this contract; and
- 16.5.2 any other amount payable by the purchaser under this contract.
- 16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.
- 16.7 On completion the deposit belongs to the vendor.

17 Possession

- 17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.
- 17.2 The vendor does not have to give vacant possession if –
- 17.2.1 this contract says that the sale is subject to existing tenancies; and
- 17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).
- 17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

18 Possession before completion

- 18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.
- 18.2 The purchaser must not before completion –
- 18.2.1 let or part with possession of any of the *property*;
 - 18.2.2 make any change or structural alteration or addition to the *property*; or
 - 18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.
- 18.3 The purchaser must until completion –
- 18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and
 - 18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.
- 18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.
- 18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –
- 18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and
 - 18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.
- 18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.
- 18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

- 19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –
- 19.1.1 only by *serving* a notice before completion; and
 - 19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.
- 19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –
- 19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;
 - 19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;
 - 19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and
 - 19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

- 20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.
- 20.2 Anything attached to this contract is part of this contract.
- 20.3 An area, bearing or dimension in this contract is only approximate.
- 20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.
- 20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.
- 20.6 A document under or relating to this contract is –
- 20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);
 - 20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;
 - 20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;
 - 20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;
 - 20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;
 - 20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;
 - 20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and
 - 20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.
- 20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –
- 20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or
 - 20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.
- 20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.
- 20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.
- 20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.
- 20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.
- 20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.
- 20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

- 20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
- 20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
- 20.16 Each *party* consents to –
- 20.16.1 any *party* signing this contract electronically; and
 - 20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed in writing by the *parties*.
- 20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions

- 21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
- 21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
- 21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
- 21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
- 21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
- 21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975

- 22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
- 22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title

• Definitions and modifications

- 23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
- 23.2 In this contract –
- 23.2.1 'change', in relation to a scheme, means –
 - a registered or registrable change from by-laws set out in this contract;
 - a change from a development or management contract or statement set out in this contract; or
 - a change in the boundaries of common property;
 - 23.2.2 'common property' includes association property for the scheme or any higher scheme;
 - 23.2.3 'contribution' includes an amount payable under a by-law;
 - 23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s171 Community Land Management Act 2021;
 - 23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
 - 23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
 - 23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
 - 23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
 - 23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
 - normal expenses;
 - due to fair wear and tear;
 - disclosed in this contract; or
 - covered by moneys held in the capital works fund.
- 23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
- 23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
- ### • Adjustments and liability for expenses
- 23.5 The *parties* must adjust under clause 14.1 –
- 23.5.1 a regular periodic contribution;
 - 23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
 - 23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

- 23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
- 23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
- 23.6.2 the purchaser is liable for all contributions determined after the contract date.
- 23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
- 23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
- 23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
- 23.8.3 a past or future change in the scheme or a higher scheme.
- 23.9 However, the purchaser can *rescind* if –
- 23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
- 23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
- 23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
- 23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.
- **Notices, certificates and inspections**
- 23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
- 23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
- 23.12 The vendor can complete and send the interest notice as agent for the purchaser.
- 23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
- 23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
- 23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
- 23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.
- **Meetings of the owners corporation**
- 23.17 If a general meeting of the owners corporation is convened before completion –
- 23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
- 23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

- 24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
- 24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
- 24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
- 24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
- 24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
- 24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
- 24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
- 24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
 - such a statement contained information that was materially false or misleading;
 - a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
 - the lease was entered into in contravention of the Retail Leases Act 1994.

- 24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
- any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
 - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earned by the fund that has been applied for any other purpose; and
 - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do everything reasonable to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
- at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
 - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
 - a copy of any disclosure statement given under the Retail Leases Act 1994;
 - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
 - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

- 25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.
- 25.2 The vendor must *serve* a proper abstract of title *within 7 days* after the contract date.
- 25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.
- 25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.
- 25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.
- 25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.
- 25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).
- 25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.
- 25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.
- 25.10 The vendor must give a proper covenant to produce where relevant.
- 25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.
- 25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

26 Crown purchase money

- 26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
 26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
 26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
 26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

- 27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
 27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
 27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
 27.4 If consent is refused, either *party* can *rescind*.
 27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
 27.6 If consent is not given or refused –
 27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
 27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
 27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
 27.7.1 under a *planning agreement*; or
 27.7.2 in the Western Division.
 27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
 27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

- 28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
 28.2 The vendor must do everything reasonable to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
 28.3 If the plan is not registered *within* that time and in that manner –
 28.3.1 the purchaser can *rescind*; and
 28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
 28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
 28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
 28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

- 29.1 This clause applies only if a provision says this contract or completion is conditional on an event.
 29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
 29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
 29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
 29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
 29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party* *serves* notice of the condition.
 29.7 If the *parties* can lawfully complete without the event happening –
 29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
 29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party* *serves* notice of the refusal; and
 29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
 • either *party* *serving* notice of the event happening;
 • every *party* who has the benefit of the provision *serving* notice waiving the provision; or
 • the end of the time for the event to happen.

- 29.8 If the *parties* cannot lawfully complete without the event happening –
- 29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
 - 29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
 - 29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* serves notice of the event happening.
- 29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

- 30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.
- **Transfer**
 - 30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
 - 30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
 - 30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
 - 30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
 - **Place for completion**
 - 30.6 *Normally*, the *parties* must complete at the completion address, which is –
 - 30.6.1 if a special completion address is stated in this contract - that address; or
 - 30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
 - 30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
 - 30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
 - 30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.
 - **Payments on completion**
 - 30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to \$2,000) or *settlement cheque*.
 - 30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
 - 30.10.1 the amount is to be treated as if it were paid; and
 - 30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
 - 30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay \$10 for each extra *cheque*.
 - 30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
 - 30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
 - 30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.12.3 serve evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
 - 30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
 - 30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
 - 30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
 - 30.13.3 serve evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

- 31.1 This clause applies only if –
- 31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*, and
 - 31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
- 31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
- 31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
- 31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
- 31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

32 Residential off the plan contract

- 32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).
- 32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.
- 32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –
- 32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and
- 32.3.2 the claim for compensation is not a claim under this contract.

Units 37 & 37A, 1 Talavera Road, Macquarie Park NSW 2113

ANNEXURE TO AGREEMENT FOR SALE OF LAND

Between: NEIL STEPHEN HANNAM & RANGI MARIE LEAYNNE HANNAM (Vendor)

And: (Purchaser)

1. NO WARRANTY ON FURNISHINGS AND CHATTELS

The Purchaser hereby acknowledges that any furnishings and chattels included in this sale are used goods and are sold without any warranty as to condition and fitness and the Vendor shall not be liable for any fair wear and tear of any such furnishings and chattels as from the date of this Agreement.

2. PROPERTY AND IMPROVEMENTS

The Purchaser hereby acknowledges that the Purchaser has purchased the property and the improvements thereon in their present physical condition and state of repair and the Purchaser hereby agrees not to make any objections, requisitions or claim for compensation with respect to the physical condition and state of repair of the property and/or such improvements.

3. DEATH/MENTAL ILLNESS

Without in any manner negating, limiting or restricting any rights or remedies which would have been available to the parties at law or in equity had this clause not been included herein it is agreed that if a party shall die or become mentally ill then the other party may by notice in writing to the other party's solicitor named herein rescind this contract whereupon the provisions of Clause 19 hereof shall apply.

4. NOTICE TO COMPLETE

In the event that this Contract is not completed by the time stipulated as the Completion Date on the front page of the Contract, either party shall be entitled to issue a Notice to Complete fixing a time for completion which time shall be of the essence of this Contract and such Notice shall be deemed to be sufficient as to time if a period of not less than fourteen (14) days from the date of service of such Notice is allowed for completion.

5. INTEREST

In the event that completion does not take place by the Completion Date stipulated on the front page of the Contract due solely to the Purchaser's fault, the Purchaser shall pay interest on the balance of purchase monies to the Vendor on actual completion at the rate of 8% per annum from and including the said Completion Date up to and including the date of actual completion.

6. RELEASE OF DEPOSIT

It is hereby expressly agreed that the Purchaser will raise no objection to the deposit moneys referred to herein being released on exchange of contracts for the purpose of the Vendor's purchase of another property. It is agreed that such deposit moneys shall be held in a Solicitor's or Real Estate Agent's Trust Account pending completion of this Contract.

7. GUARANTEE AND INDEMNITY

- (a) If the Purchaser is a corporation it is an essential term of this Contract that the directors of the Purchaser ("the Guarantors") by executing this Contract as officers of the Purchaser jointly and severally guarantee to the Vendor the due and punctual performance and observance by the Purchaser of its obligations under this Contract and indemnify the Vendor against all losses, damages, liabilities, costs and expenses accruing to the Vendor resulting or arising from any failure by the Purchaser to perform or observe any of the obligation on its part to be performed or observed.
- (b) This Guarantee and Indemnity is a contributing obligation and cannot be abrogated, prejudiced or discharged by any waiver by the Vendor or by any other matter. Any rescission or termination will not waive the obligations arising under this clause.
- (c) This Guarantee and Indemnity is a principal obligation between the Guarantors and the Vendor.

8. INDEMNITY BY PURCHASER RE COMMISSION BY OTHER AGENTS

The Purchaser warrants to the Vendor that it was not introduced to the property by any agent other than the agent referred to herein. The Purchaser agrees to indemnify and keep indemnified the Vendor against any claim for commission by any agent other than the agent referred to herein arising out of breach of this warranty. This condition shall not merge on completion.

9. DEPOSIT

Notwithstanding the provisions of any other clause in this contract for sale the Purchaser agrees:

In the event that the Vendor at the request of the Purchaser agrees to accept a lesser deposit than 10% of the purchase price on exchange of this Contract, the Vendor will enter this contract in consideration for the Purchaser agreeing that the deposit shall be paid by way of instalments in the following manner:

- (a) A part deposit of 5% of the purchase price on exchange of Contracts; and,
- (b) As an assurance of the bargain the balance of the 10% deposit on the completion date of the Contract, or if not completed on the date of breach by the Purchaser of an essential term of the Contract.
- (c) The Purchaser acknowledges that payment of the balance of the 10% deposit as agreed to in this clause is not a penalty provision.

10. ELECTRONIC EXCHANGE

- (a) This contract may be executed:
 - (i) In any number of counterparts and all the counterparts together shall make one instrument;
- (b) This contract may be validly created and exchanged by counterparts with each party's executed counterpart contract being sent electronically either by email or facsimile to the other party provided that the original executed contract is received within 5 business days;

- (c) Both parties agree that they will be bound by such electronic exchange of contracts, as defined in Electronic Transactions Act 2000 (NSW).

11. ELECTRONIC DEALINGS

The Vendor discloses that the following dealings listed in the Second Schedule of the Common Property title search Folio CP/SP64146 have been provided to the Agent electronically and the Purchaser acknowledges that they have received a copy of the same:

AK971351, AK971352, AK971502 & AK971571

12. CHRISTMAS CLOSURE

In the event the due date for Completion or any Notice to Complete falls within the period 22 December 2023 to 9 January 2024 then the parties agree that Completion or the due date under the said Notice will take place on 10 January 2024.

11. AUCTION

- 11.1 The following conditions are prescribed as applicable to and in respect of the sale by auction of land:
 - 11.1.1 The principal's reserve price must be given in writing to the auctioneer before the auction commences.
 - 11.1.2 A bid for the seller cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the seller.
 - 11.1.3 The highest bidder is the purchaser, subject to any reserve price.
 - 11.1.4 In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final.
 - 11.1.5 The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the seller.
 - 11.1.6 A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person.
 - 11.1.7 A bid cannot be made or accepted after the fall of the hammer.
 - 11.1.8 As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.
- 11.2 The following conditions, in addition to the conditions prescribed by subclause 11.1, are prescribed as applicable to the sale by auction of residential property or rural land:
 - 11.2.1 all bidders must be registered in the Bidders Record and display the identifying number allocated to the person when making a bid,
 - 11.2.2 the auctioneer may make only 1 vendor bid at an auction for the sale of residential property or rural land, and no other vendor bid may be made by the auctioneer or another person,
 - 11.2.3 immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the seller or announce "vendor bid".

STRATA TITLE (COMMERCIAL) PROPERTY REQUISITIONS ON TITLE

Vendor: **Neil Stephen Hannam & Rangi Marie Leaynne Hannam**
Purchaser:
Property: **Units/31 & 31A, 1 Talavera Road, Macquarie Park**
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What is the nature of any tenancy or occupancy?
 - (b) If it is in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) What is the current rent payable?
 - (e) Please provide details of outgoings or contributions to outgoings payable and the manner in which they have been calculated (e.g. base year figures).
 - (f) All rent and outgoings or contributions to outgoings should be paid up to or beyond the date of completion.
 - (g) Please provide details of any bond money held, which is to be paid or allowed to the purchaser on completion.
 - (h) If the bond money is held by a government entity pursuant to legislation then the appropriate documentation should be handed over on completion to enable the purchaser to acquire the vendor's rights.
 - (i) Please provide details of any bank guarantees or any personal guarantees which are held by the vendor.
 - (j) Appropriate transfer documentation duly signed should be handed over on completion assigning the vendor's interest in the bank guarantees and any personal guarantees.
 - (k) Are there any sub-leases? If so, copies should be provided.
 - (l) Please provide details of current insurances held by the tenant over the improvements and/or for public liability and plate glass, in particular the type of the cover, the name of the insurer, the period of the cover and the amount of the cover.
4. Is any tenancy subject to the *Retail Leases Act 1994* (NSW)?
If so:
 - (a) complete copies of the disclosure statements as required by that Act should be provided;
 - (b) a copy of a certificate given under Section 16(3) of that Act should be provided or other evidence to confirm that Section 16 would not apply to the lease;
 - (c) is the vendor aware of any provision of the lease which is not enforceable because of a non disclosure in the disclosure statement or any lease which has been entered into in contravention of that Act?
 - (d) Are there any retail tenancy disputes on foot? If so, please provide details;
 - (e) Has any retail tenancy claim or unconscionable conduct claim been made under that Act?
 - (f) Have any orders or appointments been made under Part 8 of that Act? If so, please provide details.
5. Is any part of the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010 (NSW))? If so, please provide details.
6. If any tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

7. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations and recorded as the owner of the Property on the strata roll, free from all other interests.
8. On or before completion, any mortgage, caveat writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion together with a notice under Section 22 of the *Strata Schemes Management Act 2015* (NSW) (Act).
9. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
10. When and where may the title documents be inspected?

11.
 - (a) **In these requisitions, *personal property*, *secured party*, *security agreement*, *security interest* and *verification certificate* have the same meanings as in the *Personal Property Securities Act 2009 (Cth)*.**
 - (b) **Are the inclusions** or other items of **personal property included in the sale (*inclusions*)** subject to a security interest or has the vendor entered into any **security agreement** in respect of **the inclusions and in respect of** which the vendor has received, or waived its right to receive, a verification **certificate**? If so, please provide full details of the property the subject of the security interest, the nature of the **security** agreement giving rise to the security interest and the **full name, address, ACN and/or ABN of the** secured party or security agreement counterparty.
 - (c) If a security interest has arisen or been granted over **the inclusions**, the vendor must procure a full release and discharge of that security interest by the secured party to the extent that it relates to **the inclusions**. Please provide details of whether the release will be a full or partial release of the security interest and confirm the manner in which the release is to be effected (eg. by provision of a duly executed *Deed Poll of Release and Undertaking to Amend Registration* in the form recommended by the Australian Bankers' Association).
 12. A depreciation schedule or all details of the written down values of all fixtures, fittings and chattels included in the Property must be provided.
 13. Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922* (NSW), *Access to Neighbouring Land Act 2000* (NSW), Section 88K of the *Conveyancing Act 1919* (NSW), Section 40 of the *Land and Environment Court Act 1979* (NSW) or are there circumstances which would give rise to a notice or application under those Acts in respect of the Property or the common property? If the answer is yes, please provide full details.
- Rates and taxes**
14. All rates, taxes, levies, other charges and assessments, including land tax, affecting the Property must be paid up to the date of completion and receipts produced.
 15. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax? If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
 16. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.
- Survey and building**
17. Subject to the Contract, survey should be satisfactory and show that the whole of the Property and the common property is available, that there are no encroachments by or upon the Property or the common property.
 18. Is the vendor in possession of a survey report on the Property? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
 19. In respect of the Property and the common property:
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations and instruments or former instruments been complied with?
 - (b) Is there any matter that could justify the making of an upgrading or demolition order in respect of any building or structure?
 - (c) Has the vendor a Building Information Certificate or a Building Certificate which relates to all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) In respect of any residential building work carried out in the last 6 years:
 - (i) please identify the building work carried out;
 - (ii) when was the building work completed?
 - (iii) please state the builder's name and licence number;
 - (iv) please provide details of insurance or any alternative indemnity product under the *Home Building Act 1989* (NSW).
 - (f) Are there any proposals by the Owners Corporation or an owner of a lot to make any additions or alterations or to erect any new structures on the common property? If so, please provide details.
 - (g) Has any work been carried out by the vendor on the Property or the common property? If so:
 - (i) has the work been carried out in accordance with the by-laws and all necessary approvals and consents?
 - (ii) does the vendor have any continuing obligations in relation to the common property affected?
 20. Is the vendor aware of any proposals to:
 - (a) resume the whole or any part of the Property or the common property?
 - (b) carry out building alterations to an adjoining lot which may affect the boundary of that lot or the Property?
 - (c) deal with, acquire, transfer, lease or dedicate any of the common property?

- (d) dispose of or otherwise deal with any lot vested in the Owners Corporation?
 - (e) create, vary or extinguish any easements, restrictions or positive covenants over the Property or the common property?
 - (f) subdivide or consolidate any lots and/or any common property or to convert any lots into common property?
 - (g) grant any licence to any person, entity or authority (including the Council) to use the whole or any part of the common property?
- 21.
- (a) Is the Property or the common property affected or have they been previously affected by:
 - (i) termite infestation, treatment or repair?
 - (ii) flooding or dampness?
 - (iii) functional problems with equipment such as air conditioning, roofs, lifts or inclinators, pool equipment, building management and security systems?
 If so, please provide full details.
 - (b) Has asbestos, fibreglass or polyethylene or other flammable or combustible material such as cladding been used in the construction of any of the improvements on the Property or the common property? If so, please provide full details.
 - (c) If the property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
- 22.
- (a) Has the vendor (or any predecessor) or the Owners Corporation entered into any agreement with or granted any indemnity to the local council, any water or sewerage authority or any other authority concerning any development on the Property or the common property?
 - (b) Is there any planning agreement or other arrangement referred to in Section 7.4 of the Environmental Planning and Assessment Act, (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
23. Is there a swimming pool on the Property or the common property to which the *Swimming Pools Act 1992* (NSW) applies? If so:
- (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details of the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the Contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
- 24.
- (a) If there are any party walls, please specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (b) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (c) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW)?
25. Are any rainwater downpipes connected to the sewer?

Affectations, notices and claims

26. In respect of the Property and the common property:
- (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions on use other than those disclosed in the Contract?
 - (b) Has any claim been made by any person to close, obstruct or limit access to or from them or to prevent the enjoyment of any easement appurtenant to them?
 - (c) Is the vendor aware of:
 - (i) any road, drain, sewer or storm water channel which intersects or runs through them?
 - (ii) any dedication to or use by the public of any right of way or other easement over any part of them?
 - (iii) any latent defects in them such as underground pipes or structures?
 - (d) Has the vendor any notice or knowledge of them being affected by the following:
 - (i) any notice requiring work to be done or money to be spent on them or any footpath or road adjoining? If so, such notice must be complied with prior to completion.
 - (ii) any work done or intended to be done on them or the adjacent street which may create a charge on them or the cost of which might be or become recoverable from the purchaser?
 - (iii) any sum due to any local or public authority recoverable from the purchaser? If so, it must be paid prior to completion.
 - (iv) any realignment or proposed realignment of any road adjoining them?
 - (v) any charge or liability including liability for remediation of the Property, or proceedings under the *Contaminated Land Management Act 1997* (NSW) or any environment

- protection legislation (as defined in that Act) or any circumstances which could lead to any such liability, charge or to proceedings being commenced?
- (e) If the answer to any part of Requisition 26(d) is yes, please:
- (i) provide full details;
 - (ii) advise whether any applicable notice, order, direction, resolution or liability has been fully complied with; and
 - (iii) provide full details regarding the extent of any non-compliance.
- 27.
- (a) If a licence benefits the Property please provide a copy and indicate:
- (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (ii) whether the licensor holds any deposit, bond or guarantee.
- (b) In relation to such licence:
- (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.

Applications, Orders etc

28. Are there any applications made, proposed or threatened, whether by an owner or owners of a lot or the Owners Corporation, to the NSW Civil and Administrative Tribunal, any Court or to the Registrar General for orders relating to the strata scheme, the Property or the common property (including orders to vary the strata scheme consequent upon damage or destruction or to terminate the strata scheme) which are yet to be determined? If so, please provide particulars.
29. Are there any mediations currently being conducted by the Commissioner of Fair Trading, Department of Finance Services and Innovation in relation to the Property or the common property which involve the vendor or the Owners Corporation? If so, please provide particulars.
30. Are there any:
- (a) orders of the Tribunal;
 - (b) notices of or investigations by the Owners Corporation;
 - (c) notices or orders issued by any Court; or
 - (d) notices or orders issued by the Council or any public authority or water authority,
- affecting the Property or the common property not yet complied with? In so far as they impose an obligation on the vendor they should be complied with by the vendor before completion.
31. Have any orders been made by any Court or Tribunal that money (including costs) payable by the Owners Corporation be paid from contributions levied in relation to the Property? If so, please provide particulars.
32. Has any proposal been given by any person or entity to the Owners Corporation or to the Vendor for:
- (a) a collective sale of the strata scheme; or
 - (b) a redevelopment of the strata scheme (including a strata renewal proposal)?
- If so, please provide particulars of the proposal and the steps taken and decisions made in relation to the proposal to the present time.

Owners Corporation management

33. Has the initial period expired?
34. Are any actions proposed to be taken or have any been taken by the Owners Corporation in the initial period which would be in breach of its powers without an order authorising them?
35. If the Property includes a utility lot, please specify the restrictions.
36. Do any special expenses (as defined in clause 23.2 of the Contract, including any liabilities of the Owners Corporation) exceed 1% of the price?
37. Has an appointment of a strata managing agent and/or a building manager been made? If so:
- (a) who has been appointed to each role;
 - (b) when does the term or each appointment expire; and
 - (c) what functions have been delegated to the strata managing agent and/or the building manager.
38. Has the Owners Corporation entered into any agreement to provide amenities or services to the Property? If so, please provide particulars.
39. Has a resolution been passed for the distribution of surplus money from the administrative fund or the capital works fund? If so, please provide particulars.
40. Have the by-laws adopted a common property memorandum as prescribed by the regulations for the purposes of Section 107 of the Act? If so, has the memorandum been modified? Please provide particulars.
41. Is there a registered building management statement pursuant to Section 108 of the *Strata Schemes Development Act 2015* (NSW)? If so, are there any proposals to amend the registered building management statement?
42. If the strata scheme was in existence at 30 November 2016, has the Owners Corporation taken steps to review the by-laws that were current at that date and have then been consolidated? If so, please provide particulars.
43. Are there any pending proposals to amend or repeal the current by-laws or to add to them?
44. If not attached to the Contract, a strata information certificate under Section 184 of the Act should be served on the purchaser at least 7 days prior to completion.
45. Has the Owners Corporation met all of its obligations under the Act relating to:
- (a) insurances;
 - (b) fire safety;

- (c) occupational health and safety;
 - (d) building defects and rectification in relation to any applicable warranties under the *Home Building Act 1989* (NSW);
 - (e) the preparation and review of the 10 year plan for the capital works fund; and
 - (f) repair and maintenance.
46. Is the secretary (NSW Fair Trading) in receipt of a building bond for any building work on a building that is part of the Property or the common property? If so, has any application to claim or realise any amount been made?
47. Has an internal dispute resolution process been established? If so, what are its terms?
48. Has the Owners Corporation complied with its obligations to lodge tax returns with the Australian Taxation Office and has all tax liability been paid?

Capacity

49. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Warranties and service contracts

50. Please provide copies of any warranty or maintenance or service contract for the Property which is assignable on completion.
51. Please provide details, or copies if available, of any warranty or maintenance or service contract which is not assignable.

Requisitions and transfer

52. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
53. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any *GSTRW* payment.
54. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the registered power of attorney should be produced and found in order.
55. If the vendor has or is entitled to have possession of the title deeds the Certificate Authentication Code must be provided 7 days prior to settlement.
56. Searches, surveys, enquiries and inspection of title deeds must prove satisfactory.

Completion

57. Please confirm that on completion you will hand to us:
- (a) a discharge of any mortgage, a withdrawal of any caveat, removal of any priority notice and the appropriate Section 22 Notice;
 - (b) the Certificate of Title Folio Identifier;
 - (c) Transfer executed by the vendor and Section 22 Notice;
 - (d) the vendor's copies of all leases and disclosure statements;
 - (e) notices of attornment;
 - (f) all keys in the possession of the vendor;
 - (g) original of any Building Information Certificate or Building Certificate, Survey Report, occupation certificate and swimming pool compliance or non-compliance certificate;
 - (h) instruction manuals and warranties for any plant belonging to the vendor;
 - (i) any third party guarantees together with appropriate assignments;
 - (j) any documents required for the purchaser to have benefit of any bonds;
 - (k) tax invoice;
 - (l) depreciation schedule;
 - (m) any documents required for the purchaser to have good title to any fixtures, fittings or personal property or licence; and
 - (n) keys and other mechanisms (such as remote control equipment) for access to the premises (internal and external).
58. The purchaser reserves the right to make further requisitions prior to completion.
59. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Off the plan contract

60. If the Contract is an off the plan contract:
- (a) Is the vendor aware of an inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
 - (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
 - (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licenced conveyancer or law practice.



FOLIO: 66/SP91818

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
25/10/2023	10:14 AM	3	24/9/2018

LAND

LOT 66 IN STRATA PLAN 91818
AT NORTH RYDE
LOCAL GOVERNMENT AREA RYDE

FIRST SCHEDULE

NEIL STEPHEN HANNAM
RANGI MARIE LEAYNNE HANNAM
AS JOINT TENANTS (T AM27329)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP64146
2 SP64146 POSITIVE COVENANT
3 AM27330 MORTGAGE TO ING BANK (AUSTRALIA) LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: 67/SP91818

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
25/10/2023	10:14 AM	3	24/9/2018

LAND

LOT 67 IN STRATA PLAN 91818
AT NORTH RYDE
LOCAL GOVERNMENT AREA RYDE

FIRST SCHEDULE

NEIL STEPHEN HANNAM
RANGI MARIE LEAYNNE HANNAM
AS JOINT TENANTS (T AM27329)

SECOND SCHEDULE (3 NOTIFICATIONS)

1 INTERESTS RECORDED ON REGISTER FOLIO CP/SP64146
2 SP64146 POSITIVE COVENANT
3 AM27330 MORTGAGE TO ING BANK (AUSTRALIA) LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***



FOLIO: CP/SP64146

SEARCH DATE	TIME	EDITION NO	DATE
-----	----	-----	----
25/10/2023	10:52 AM	13	23/5/2023

LAND

THE COMMON PROPERTY IN THE STRATA SCHEME BASED ON STRATA PLAN 64146
WITHIN THE PARCEL SHOWN IN THE TITLE DIAGRAM

AT NORTH RYDE
LOCAL GOVERNMENT AREA RYDE
PARISH OF HUNTERS HILL COUNTY OF CUMBERLAND
TITLE DIAGRAM SP64146

FIRST SCHEDULE

THE OWNERS - STRATA PLAN NO. 64146
ADDRESS FOR SERVICE OF DOCUMENTS:
C/- WARATAH STRATA MANAGEMENT PTY LTD
P.O. BOX 125
EASTWOOD 2122

SECOND SCHEDULE (11 NOTIFICATIONS)

- 1 LAND EXCLUDES MINERALS AND IS SUBJECT TO RESERVATIONS AND
CONDITIONS IN FAVOUR OF THE CROWN - SEE CROWN GRANT(S)
- 2 DP266180 RESTRICTION(S) ON THE USE OF LAND
- 3 DP266180 POSITIVE COVENANT
- 4 DP266180 EASEMENT FOR DRAINAGE 10 WIDE APPURTENANT TO THE
LAND ABOVE DESCRIBED
DP1020108 RELEASED IN SO FAR AS IT AFFECTS LOT 3 IN
DP1020108
AE510619 EASEMENT RELEASED IN SO FAR AS IT AFFECTS THE
PART SHOWN DESIGNATED (X) IN PLAN WITH AE510619
- 5 DP863244 RIGHT OF CARRIAGEWAY 7 WIDE & VARIABLE WIDTH
AFFECTING THE PART(S) SHOWN SO BURDENED IN THE TITLE
DIAGRAM
- 6 DP863244 RIGHT OF CARRIAGEWAY 7 WIDE & VARIABLE WIDTH
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 7 DP863244 EASEMENT FOR TELECOMMUNICATION SERVICES OVER
EXISTING LINE APPURTENANT TO THE LAND ABOVE DESCRIBED
- 8 DP1020108 EASEMENT FOR DRAINAGE 2.5 METRE(S) WIDE (B)
APPURTENANT TO THE LAND ABOVE DESCRIBED
- 9 8971890 LEASE TO AUSGRID (SEE AJ106995) OF SUBSTATION NO.
1272 & SUBSTATION NO. 7753 TOGETHER WITH RIGHT OF WAY
& EASEMENT FOR ELECTRICITY PURPOSES AFFECTING THE
PARTS SHOWN IN DP1023105. EXPIRES: 31/7/2052.

END OF PAGE 1 - CONTINUED OVER

FOLIO: CP/SP64146

PAGE 2

SECOND SCHEDULE (11 NOTIFICATIONS) (CONTINUED)

AK971351 LEASE OF LEASE 8971890 TO BLUE ASSET PARTNER PTY LTD, ERIC ALPHA ASSET CORPORATION 1 PTY LTD, ERIC ALPHA ASSET CORPORATION 2 PTY LTD, ERIC ALPHA ASSET CORPORATION 3 PTY LTD & ERIC ALPHA ASSET CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE 2.3 (b) (ii)

AK971352 LEASE OF LEASE AK971351 TO BLUE OP PARTNER PTY LTD, ERIC ALPHA OPERATOR CORPORATION 1 PTY LTD, ERIC ALPHA OPERATOR CORPORATION 2 PTY LTD, ERIC ALPHA OPERATOR CORPORATION 3 PTY LTD & ERIC ALPHA OPERATOR CORPORATION 4 PTY LTD EXPIRES: SEE DEALING. CLAUSE 12.1

AK971502 MORTGAGE OF LEASE AK971351 TO ANZ FIDUCIARY SERVICES PTY LTD

AK971571 CHANGE OF NAME AFFECTING LEASE 8971890 LESSEE NOW ALPHA DISTRIBUTION MINISTERIAL HOLDING CORPORATION

10 INITIAL PERIOD EXPIRED

11 AM164252 CONSOLIDATION OF REGISTERED BY-LAWS

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000)

STRATA PLAN 64146

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
1 - 2600		2 - 2600		3 - 2600		4 - 2600	
5 - 2600		6 - 2600		7 - 2300		8 - 5500	
9 - 2400		10 - 2300		11 - 2300		12 - 2300	
13 - 2300		14 - 2300		15 - 2600		16 - 2300	
17 - 2300		18 - 2300		19 - 2300		20 - 2300	
21 - 3400		22 - 5100		23 - 3600		24 - 3600	
25 - 3600		26 - 3600		27 - 3600		28 - 3600	
29 - 3600		30 - 2700		31 - SP91818		32 - 1800	
33 - 2000		34 - SP66346		35 - 1600		36 - 1600	
37 - 1500		38 - 100		39 - 100		40 - SP66346	

STRATA PLAN 66346

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
41 - 1788		42 - 4		43 - 4		44 - 4	
45 - 4		46 - 4		47 - 4		48 - 4	
49 - 4		50 - 4		51 - 4		52 - 4	
53 - 4		54 - 4		55 - 4		56 - 4	
57 - 4		58 - 4		59 - 4		60 - 4	
61 - 4		62 - 4		63 - 4		64 - 4	
65 - 20							

END OF PAGE 2 - CONTINUED OVER

2231594

PRINTED ON 25/10/2023

FOLIO: CP/SP64146

PAGE 3

SCHEDULE OF UNIT ENTITLEMENT (AGGREGATE: 100000) (CONTINUED)

STRATA PLAN 66346

LOT	ENT	LOT	ENT	LOT	ENT	LOT	ENT
-----	-----	-----	-----	-----	-----	-----	-----

STRATA PLAN 91818

66	- 800	67	- 800
----	-------	----	-------

NOTATIONS

DP1294583 PLAN OF PROPOSED EASEMENT

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

2231594


PRINTED ON 25/10/2023

* Any entries preceded by an asterisk do not appear on the current edition of the Certificate of Title. Warning: the information appearing under notations has not been formally recorded in the Register. InfoTrack an approved NSW Information Broker hereby certifies that the information contained in this document has been provided electronically by the Registrar General in accordance with Section 96B(2) of the Real Property Act 1900.

LOCATION PLAN

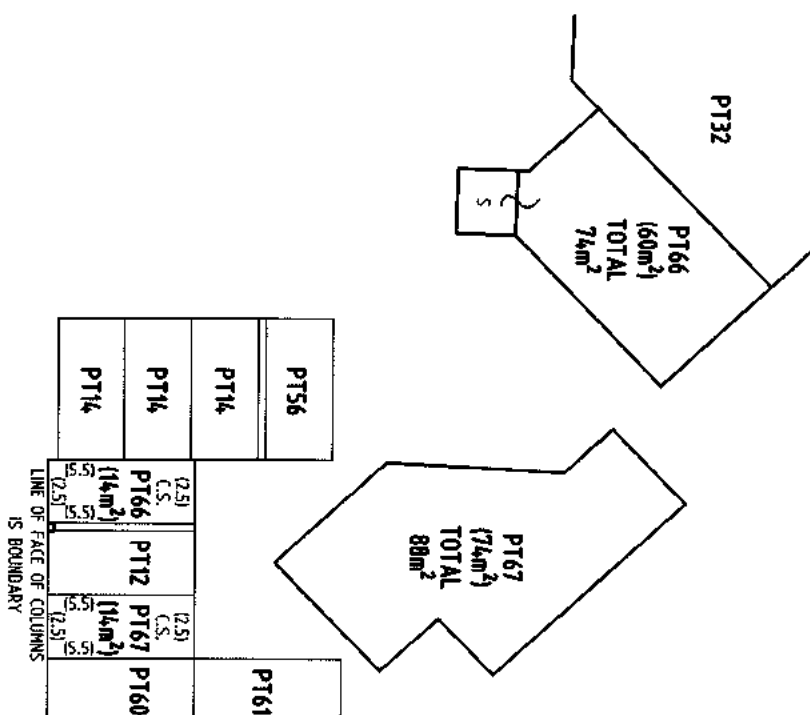
SEE S.P.64146 FOR LOCATION PLAN

10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 Table of mm


SURVEYOR: STEWART JOHN DIXON SURVEYORS Ref: 49422 SUBDIVISION No: 5736 LENGTHS ARE IN METRES. REDUCTION RATIO 1:200	REGISTERED  8.12.2015	SP 91818
---------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------	----------

FLOOR PLANS

LEVEL 1



ALL AREAS ARE APPROXIMATE
C.S. DENOTES CARSPACE
S. DENOTES STOREROOM

SURVEYOR: STEWART JOHN DIXON	REGISTERED	
SURVEYORS Ref: 49422		
SUBDIVISION No: 5736	8.12.2015	SP 91818
LENGTHS ARE IN METRES.		
REDUCTION RATIO 1:200		

STRATA PLAN FORM 3 (PART 1) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 1 of 3 sheet(s)

Office Use Only

Use Only

Registered:



8.12.2015

Purpose:

STRATA PLAN



SP91818 S

PLAN OF SUBDIVISION OF LOT 31
IN SP64146

LGA: RYDE

Locality: MACQUARIE PARK

Parish: HUNTERS HILL

County: CUMBERLAND

Strata Certificate (Approved Form 5)

(1) The Council of the CITY OF RYDE
 The Accredited Certifier:
 Accreditation number:

has made the required inspections and is satisfied that the requirements of:

- * (a) Section 37 or 37A Strata Schemes (Freehold Development) Act 1973 and clause 29A Strata Schemes (Freehold Development) Regulation 2012,
- * (b) ~~Section 66 or 66A Strata Schemes (Leasehold Development) Act 1986 and clause 30A of the Strata Schemes (Leasehold Development) Regulation 2012,~~

have been complied with and approves of the proposed strata plan illustrated in the plan with this certificate.

(2) ~~The Accredited Certifier is satisfied that the plan is consistent with a relevant development consent in force, and that all conditions of the development consent that by its terms are required to be complied with before a strata certificate may be issued, have been complied with.~~

(3) The strata plan is part of a development scheme. The council or accredited certifier is satisfied that the plan is consistent with any applicable conditions of the relevant development consent and that the plan gives effect to the stage of the strata development contract to which it relates.

(4) ~~The building encroaches on a public place and:~~

(a) ~~The Council does not object to the encroachment of the building beyond the alignment of~~

(b) ~~The Accredited Certifier is satisfied that the building complies with the relevant development consent which is in force and allows the encroachment.~~

(5) ~~This approval is given on the condition that lot(s) ^A are created as utility lots in accordance with section 39 of the Strata Schemes (Freehold Development) Act 1973 or section 68 of the Strata Schemes (Leasehold Development) Act 1986.~~

Date: 25.8.2015

Subdivision number: ST36

Relevant Development Consent number: LDA 2015/B9

Issued by: CITY OF RYDE

Signature: [Signature]

Authorised Person / General Manager / Accredited Certifier

Name of, and address for service of notices on, the Owners Corporation. (Address required on original strata plan only)

The Owners – Strata Plan No 64146
No.

The adopted by-laws for the scheme are:

- * ^ RESIDENTIAL Model By-laws
- * together with, Keeping of animals: Option ^A/B/C
- * By-laws in _____ sheets filed with plan.

* Strike through if inapplicable.

^A Insert the type to be adopted (Schedules 2 - 7 Strata Schemes Management Regulation 2010)

Surveyor's Certificate (Approved Form 3)

I, STEWART JOHN DIXON of S. J. DIXON SURVEYORS PTY. LTD., DX 21108 CRONULLA a surveyor registered under the Surveying and Spatial Information Act 2002, hereby certify that:

(1) Each applicable requirement of

- * Schedule 1A of the Strata Schemes (Freehold Development) Act 1973 has been met
- * ~~Schedule 1A of the Strata Schemes (Leasehold Development) Act 1986 has been met~~

(2) ~~(a) The building encroaches on a public place;~~

(b) ~~The building encroaches on land (other than a public place), and an appropriate easement has been created by ^A to permit the encroachment to remain.~~

(3) The survey information recorded in the accompanying location plan is accurate.

Signature: [Signature]

Date: 4 November 2014

* Strike through if inapplicable.

^A Insert the deposited plan number or dealing number of the instrument that created the easement

Signatures, Seals and Section 88B Statements should appear on STRATA PLAN FORM 3A

SURVEYOR'S REFERENCE: 49422

STRATA PLAN FORM 3 (PART 2) (2012) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 2 of 3 sheet(s)

Office Use Only
 Registered:  8.12.2015

**PLAN OF SUBDIVISION OF LOT 31
 IN SP64146**

SP91818

Office Use Only

This sheet is for the provision of the following information as required:

- A Schedule of Unit Entitlements.
- Statements of intention to create and release affecting interests in accordance with section 88B *Conveyancing Act 1919*.
- Signatures and seals - see 195D *Conveyancing Act 1919*.
- Any information which cannot fit in the appropriate panel of sheet 1 of the administration sheets.

Subdivision Certificate number: 5736

Date of endorsement: 25-8-2015

Lot No.	Unit Entitlement
1	2600 SP64146
2	2600 SP64146
3	2600 SP64146
4	2600 SP64146
5	2600 SP64146
6	2600 SP64146
7	2300 SP64146
8	5500 SP64146
9	2400 SP64146
10	2300 SP64146
11	2300 SP64146
12	2300 SP64146
13	2300 SP64146
14	2300 SP64146
15	2600 SP64146
16	2300 SP64146
17	2300 SP64146
18	2300 SP64146
19	2300 SP64146
20	2300 SP64146
21	3400 SP64146
22	5100 SP64146
23	3600 SP64146
24	3600 SP64146
25	3600 SP64146
26	3600 SP64146
27	3600 SP64146
28	3600 SP64146
29	2600 SP64146
30	2700 SP64146
32	1800 SP64146
33	2000 SP64146

Lot No.	Unit Entitlement
35	1600 SP64146
36	1600 SP64146
37	1500 SP64146
38	100 SP64146
39	100 SP64146
41	1788 SP66346
42	4 SP66346
43	4 SP66346
44	4 SP66346
45	4 SP66346
46	4 SP66346
47	4 SP66346
48	4 SP66346
49	4 SP66346
50	4 SP66346
51	4 SP66346
52	4 SP66346
53	4 SP66346
54	4 SP66346
55	4 SP66346
56	4 SP66346
57	4 SP66346
58	4 SP66346
59	4 SP66346
60	4 SP66346
61	4 SP66346
62	4 SP66346
63	4 SP66346
64	4 SP66346
65	20 SP66346
66	800
67	800
AGGREGATE	100,000

Surveyor's Reference: 49422

STRATA PLAN FORM 3A (Annexure Sheet) WARNING: Creasing or folding will lead to rejection

STRATA PLAN ADMINISTRATION SHEET

Sheet 3 of 3 sheet(s)

PLAN OF SUBDIVISION OF LOT 31 IN

SP64146

SP91818

Office Use Only

Registered:



8.12.2015

Office Use Only

Strata Certificate Details: Subdivision No: 5736

Date: 25-8-2015

Suzana Stanin

SUZANA STANIN

Chris Stanin

CHRIS STANIN

Strata Schemes (General Development) Act 1973
Strata Schemes (General Development) Act 1980
Ryde City Council (Name of Council)
The applicant has submitted the requirements of the Strata Schemes
Regulation 2013 and the Strata Schemes (General Development) Act 1973
and the Strata Schemes (General Development) Act 1980 for the purposes:
• to create a strata scheme
• to create a plan of subdivision
• to create a plan of subdivision

The applicant has submitted the requirements of the Strata Schemes
Regulation 2013 and the Strata Schemes (General Development) Act 1973
and the Strata Schemes (General Development) Act 1980 for the purposes:
• to create a strata scheme
• to create a plan of subdivision
• to create a plan of subdivision

Date: 24/10/2000
Subdivision No. 1135

R. Mole
Director

*Complete, or state if incomplete.

Signatures, seals and statements of attention to create statements, restrictions on the use of land or positive covenants.



Chris Lombardi
Director

Chris Lombardi
Director

Pursuant to section 86 of the Conveyancing Act, 1919
and section 3 of the Strata Schemes (General Development)
Act (1973), it is intended to create

1. Positive covenants

INVESTED BY CAPITAL GROWTH
STRATA LIMITED ACN 008 136
1. TO BE APPOINTED ATTORNEYS

BAEIL LEANANCE

MAAR COBART

Signature: *[Signature]*

ASSISTANT TO BOARD OF
ATTORNEYS OF WHICH THEY HAVE NO
NOTICE OF REVOCATION

IN THE PRESENCE OF:

N. Lockhart

Witness: *N. Lockhart*

Witness: *N. Lockhart*

Schedule of By-Laws in 14 sheets filed with plan

*Strike out whichever is inapplicable

*Strike out whichever is inapplicable

Strata Schemes (General Development) Act 1973
Strata Schemes (General Development) Act 1980
MICHAEL STUART DUNN (Name of Council)
The applicant has submitted the requirements of the Strata Schemes
Regulation 2013 and the Strata Schemes (General Development) Act 1973
and the Strata Schemes (General Development) Act 1980 for the purposes:
• to create a strata scheme
• to create a plan of subdivision
• to create a plan of subdivision

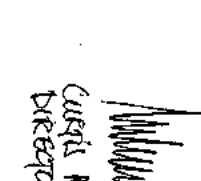
The applicant has submitted the requirements of the Strata Schemes
Regulation 2013 and the Strata Schemes (General Development) Act 1973
and the Strata Schemes (General Development) Act 1980 for the purposes:
• to create a strata scheme
• to create a plan of subdivision
• to create a plan of subdivision

Date: 24/10/2000
Subdivision No. 1135

R. Mole
Director

*Complete, or state if incomplete.

Signatures, seals and statements of attention to create statements, restrictions on the use of land or positive covenants.



Chris Lombardi
Director

Chris Lombardi
Director

Pursuant to section 86 of the Conveyancing Act, 1919
and section 3 of the Strata Schemes (General Development)
Act (1973), it is intended to create

1. Positive covenants

INVESTED BY CAPITAL GROWTH
STRATA LIMITED ACN 008 136
1. TO BE APPOINTED ATTORNEYS

BAEIL LEANANCE

MAAR COBART

Signature: *[Signature]*

ASSISTANT TO BOARD OF
ATTORNEYS OF WHICH THEY HAVE NO
NOTICE OF REVOCATION

IN THE PRESENCE OF:

N. Lockhart

Witness: *N. Lockhart*

Witness: *N. Lockhart*

Schedule of By-Laws in 14 sheets filed with plan

*Strike out whichever is inapplicable

*Strike out whichever is inapplicable

Strata Schemes (General Development) Act 1973
Strata Schemes (General Development) Act 1980
MICHAEL STUART DUNN (Name of Council)
The applicant has submitted the requirements of the Strata Schemes
Regulation 2013 and the Strata Schemes (General Development) Act 1973
and the Strata Schemes (General Development) Act 1980 for the purposes:
• to create a strata scheme
• to create a plan of subdivision
• to create a plan of subdivision

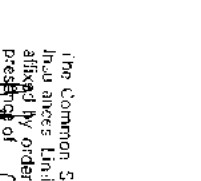
The applicant has submitted the requirements of the Strata Schemes
Regulation 2013 and the Strata Schemes (General Development) Act 1973
and the Strata Schemes (General Development) Act 1980 for the purposes:
• to create a strata scheme
• to create a plan of subdivision
• to create a plan of subdivision

Date: 24/10/2000
Subdivision No. 1135

R. Mole
Director

*Complete, or state if incomplete.

Signatures, seals and statements of attention to create statements, restrictions on the use of land or positive covenants.



Chris Lombardi
Director

Chris Lombardi
Director

Pursuant to section 86 of the Conveyancing Act, 1919
and section 3 of the Strata Schemes (General Development)
Act (1973), it is intended to create

1. Positive covenants

INVESTED BY CAPITAL GROWTH
STRATA LIMITED ACN 008 136
1. TO BE APPOINTED ATTORNEYS

BAEIL LEANANCE

MAAR COBART

Signature: *[Signature]*

ASSISTANT TO BOARD OF
ATTORNEYS OF WHICH THEY HAVE NO
NOTICE OF REVOCATION

IN THE PRESENCE OF:

N. Lockhart

Witness: *N. Lockhart*

Witness: *N. Lockhart*

Schedule of By-Laws in 14 sheets filed with plan

*Strike out whichever is inapplicable

*Strike out whichever is inapplicable

Strata Schemes (General Development) Act 1973
Strata Schemes (General Development) Act 1980
MICHAEL STUART DUNN (Name of Council)
The applicant has submitted the requirements of the Strata Schemes
Regulation 2013 and the Strata Schemes (General Development) Act 1973
and the Strata Schemes (General Development) Act 1980 for the purposes:
• to create a strata scheme
• to create a plan of subdivision
• to create a plan of subdivision

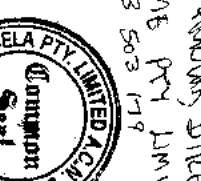
The applicant has submitted the requirements of the Strata Schemes
Regulation 2013 and the Strata Schemes (General Development) Act 1973
and the Strata Schemes (General Development) Act 1980 for the purposes:
• to create a strata scheme
• to create a plan of subdivision
• to create a plan of subdivision

Date: 24/10/2000
Subdivision No. 1135

R. Mole
Director

*Complete, or state if incomplete.

Signatures, seals and statements of attention to create statements, restrictions on the use of land or positive covenants.



Chris Lombardi
Director

Chris Lombardi
Director

Pursuant to section 86 of the Conveyancing Act, 1919
and section 3 of the Strata Schemes (General Development)
Act (1973), it is intended to create

1. Positive covenants

INVESTED BY CAPITAL GROWTH
STRATA LIMITED ACN 008 136
1. TO BE APPOINTED ATTORNEYS

BAEIL LEANANCE

MAAR COBART

Signature: *[Signature]*

ASSISTANT TO BOARD OF
ATTORNEYS OF WHICH THEY HAVE NO
NOTICE OF REVOCATION

IN THE PRESENCE OF:

N. Lockhart

Witness: *N. Lockhart*

Witness: *N. Lockhart*

Schedule of By-Laws in 14 sheets filed with plan

*Strike out whichever is inapplicable

*Strike out whichever is inapplicable

Strata Schemes (General Development) Act 1973
Strata Schemes (General Development) Act 1980
MICHAEL STUART DUNN (Name of Council)
The applicant has submitted the requirements of the Strata Schemes
Regulation 2013 and the Strata Schemes (General Development) Act 1973
and the Strata Schemes (General Development) Act 1980 for the purposes:
• to create a strata scheme
• to create a plan of subdivision
• to create a plan of subdivision

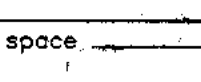
The applicant has submitted the requirements of the Strata Schemes
Regulation 2013 and the Strata Schemes (General Development) Act 1973
and the Strata Schemes (General Development) Act 1980 for the purposes:
• to create a strata scheme
• to create a plan of subdivision
• to create a plan of subdivision

Date: 24/10/2000
Subdivision No. 1135

R. Mole
Director

*Complete, or state if incomplete.

Signatures, seals and statements of attention to create statements, restrictions on the use of land or positive covenants.



Chris Lombardi
Director

Chris Lombardi
Director

Pursuant to section 86 of the Conveyancing Act, 1919
and section 3 of the Strata Schemes (General Development)
Act (1973), it is intended to create

1. Positive covenants

INVESTED BY CAPITAL GROWTH
STRATA LIMITED ACN 008 136
1. TO BE APPOINTED ATTORNEYS

BAEIL LEANANCE

MAAR COBART

Signature: *[Signature]*

ASSISTANT TO BOARD OF
ATTORNEYS OF WHICH THEY HAVE NO
NOTICE OF REVOCATION

IN THE PRESENCE OF:

N. Lockhart

Witness: *N. Lockhart*

Witness: *N. Lockhart*

Schedule of By-Laws in 14 sheets filed with plan

*Strike out whichever is inapplicable

*Strike out whichever is inapplicable

D P 3 2 6 9 7

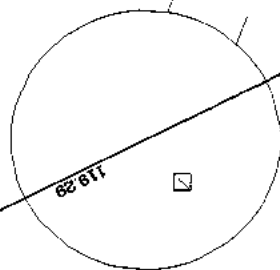
D P 2 3 2 9 6 4

LOCATION PLAN

SP64146

STRATA PLAN

TALAYERA ROAD
 111.965
 8.265
 101.12
 82.346
 CP

WALL TO BDY
0.21

CP

WALL TO
BDY
9.98

248.17

WALL TO
BDY
9.97

D P 6 2 4 3 3 4

D P 8 6 3 2 4 4

CP

TWO & THREE
STOREY COMMERCIAL UNITS
No. 1

CP

WALL TO BDY
0.35

D P 8 4 4 9 5 1

▲ POSITIVE COVENANT
 ○ DENOTES CAR SPACES
 CP DENOTES COMMON
 PROPERTY

☐ RIGHT OF CARRIAGEWAY
 7m WIDE & VARIABLE(NTS)
 (DP863244)

WALL TO BDY
0.17WALL TO BDY
0.38

TWO STOREY COMMERCIAL UNITS

D P 7 5 2 0 3 5

Reduction Ratio 1: 500

Lengths are in metres

John
 Registered Surveyor

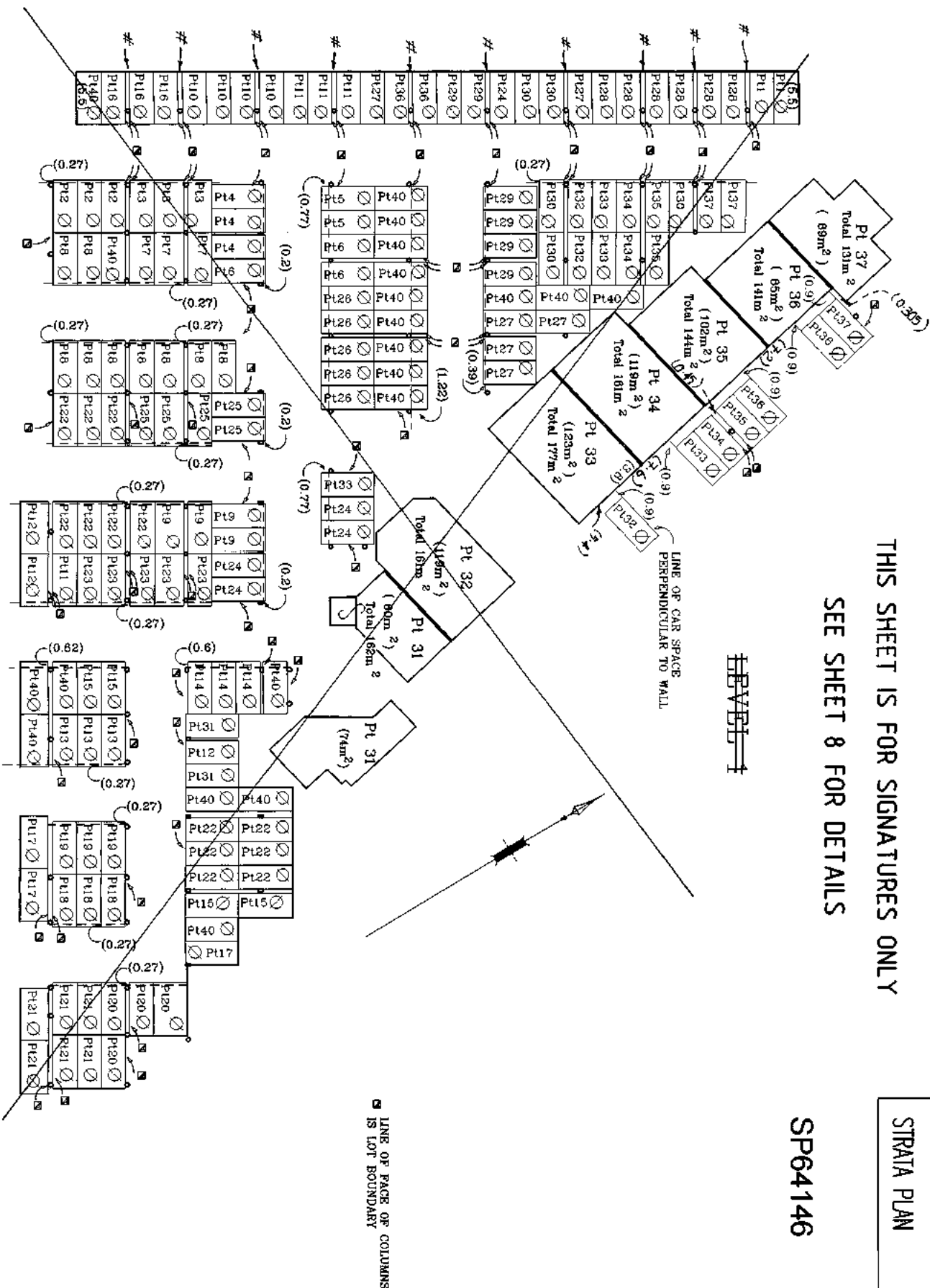
R. Moyle
 Council Clerk

STRATA PLAN

THIS SHEET IS FOR SIGNATURES ONLY
SEE SHEET 8 FOR DETAILS

SP64146

REVISION

LINE OF CAR SPACE
PERPENDICULAR TO WALL

CAR SPACE AREAS
 Φ 13.75m²
 NB: ALL CAR SPACES
 2.5m X 5.5m

Reduction Ratio 1: 400

Lengths are in metres

Registered Surveyor
 SURVEYORS REFERENCE 1064

A. Magle
 Council Clerk

THIS SHEET IS FOR SIGNATURES ONLY

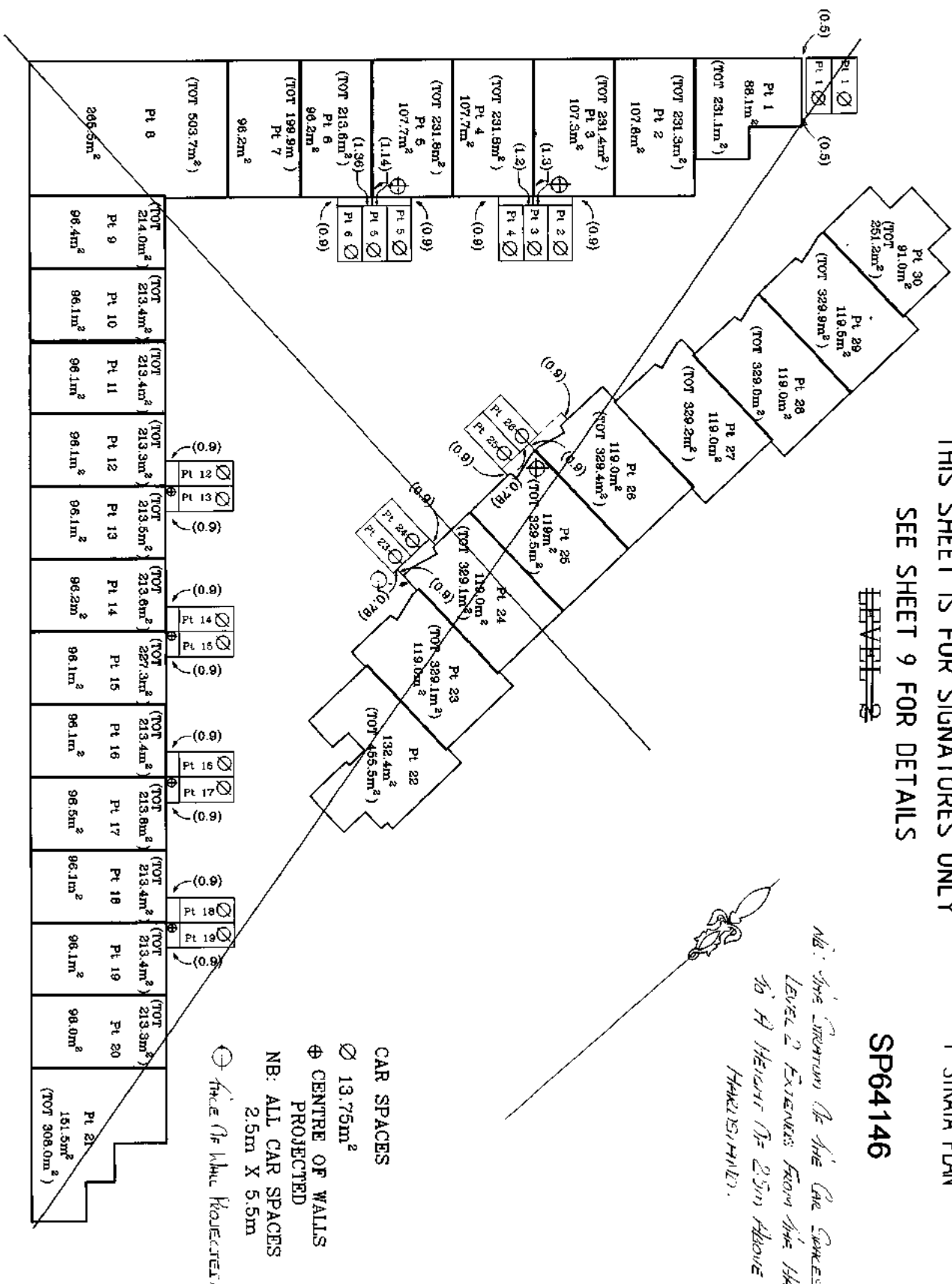
STRATA PLAN

SEE SHEET 9 FOR DETAILS

~~LEVEL 2~~

SP64146

the 'LINE' (LOCATION) of the 'CAR SPACES' ON
LEVEL 2 EXTENDS FROM THE 'HALLWAY' TO
IT'S HEIGHT OF 2.5m ABOVE THE
'HALLWAY'.



Reduction Ratio 1:400

Lengths are in metres

M. Mahe
Registered Surveyor

M. Mahe
Surveyor

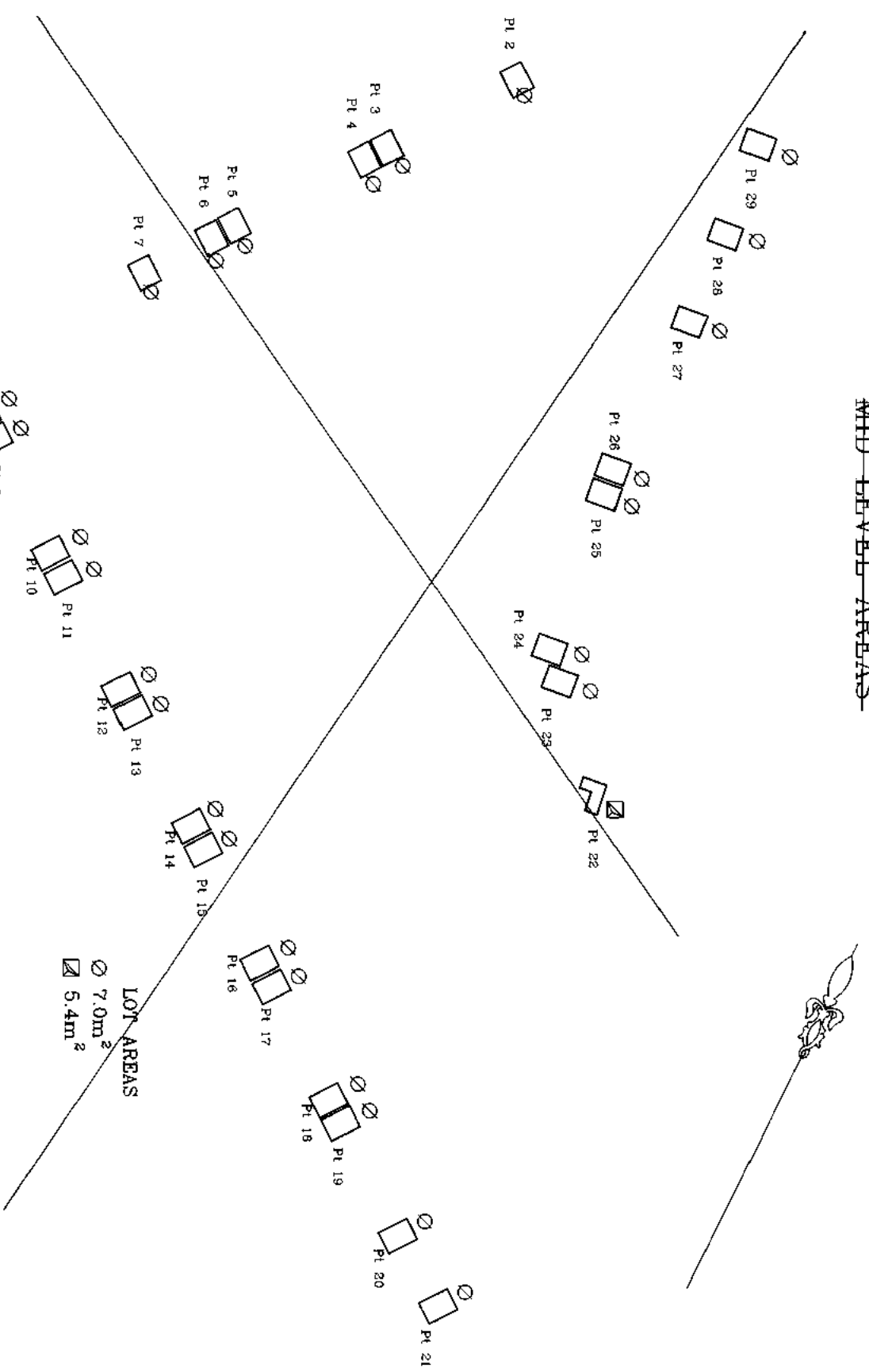
SURVEYORS REFERENCE 1064

STRATA PLAN

SP64146

THIS SHEET IS FOR SIGNATURES ONLY
SEE SHEET 10 FOR DETAILS

~~MID LEVEL AREAS~~



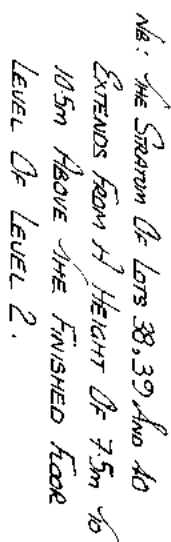
Reduction Ratio 1:400

Lengths are in metres

W. Maule
Registered Surveyor

W. Maule
Detail Clerk

SP64146



STRATA PLAN

SP64146

LOT	UNIT ENTITLEMENT
1	26
2	26
3	26
4	26
5	26
6	26
7	26
8	26
9	26
10	26
11	26
12	26
13	26
14	26
15	26
16	26
17	26
18	26
19	26
20	26
21	26
22	26
23	26
24	26
25	26
26	26
27	26
28	26
29	26
30	26
31	26
32	26
33	26
34	26
35	26
36	26
37	26
38	26
39	26
40	26
AGGREGATE	1000

NOTES

THE STRATUM OF LOTS 38,39 AND 40
EXTENDS FROM AN RL OF 60.5 (AHD).
TO 63.5m (AHD).

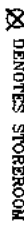
THE STRATUM OF THE CAR SPACES
ON LEVEL 2 EXTENDS FROM THE
HARDSTAND TO A HEIGHT OF 2.5m ABOVE
THE HARDSTAND.

Reduction Ratio 1:

Lengths are in metres

M. Brown
Registered Surveyor

R. Noyle
Council Clerk

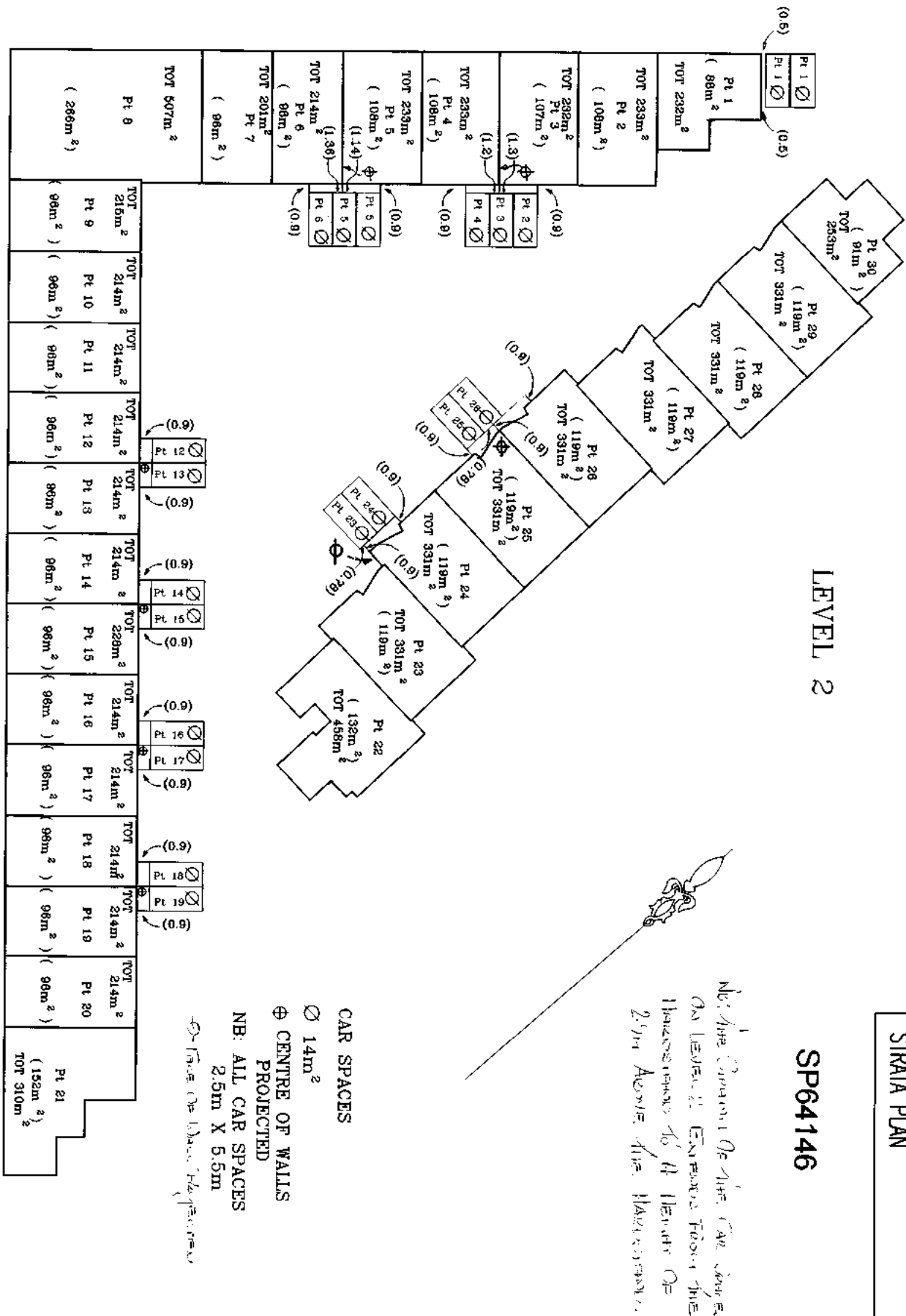


* OFFICE USE ONLY

STRATA PLAN

SP64146

LEVEL 2



Reduction Ratio 1:400

Lengths are in metres

Registered Surveyor

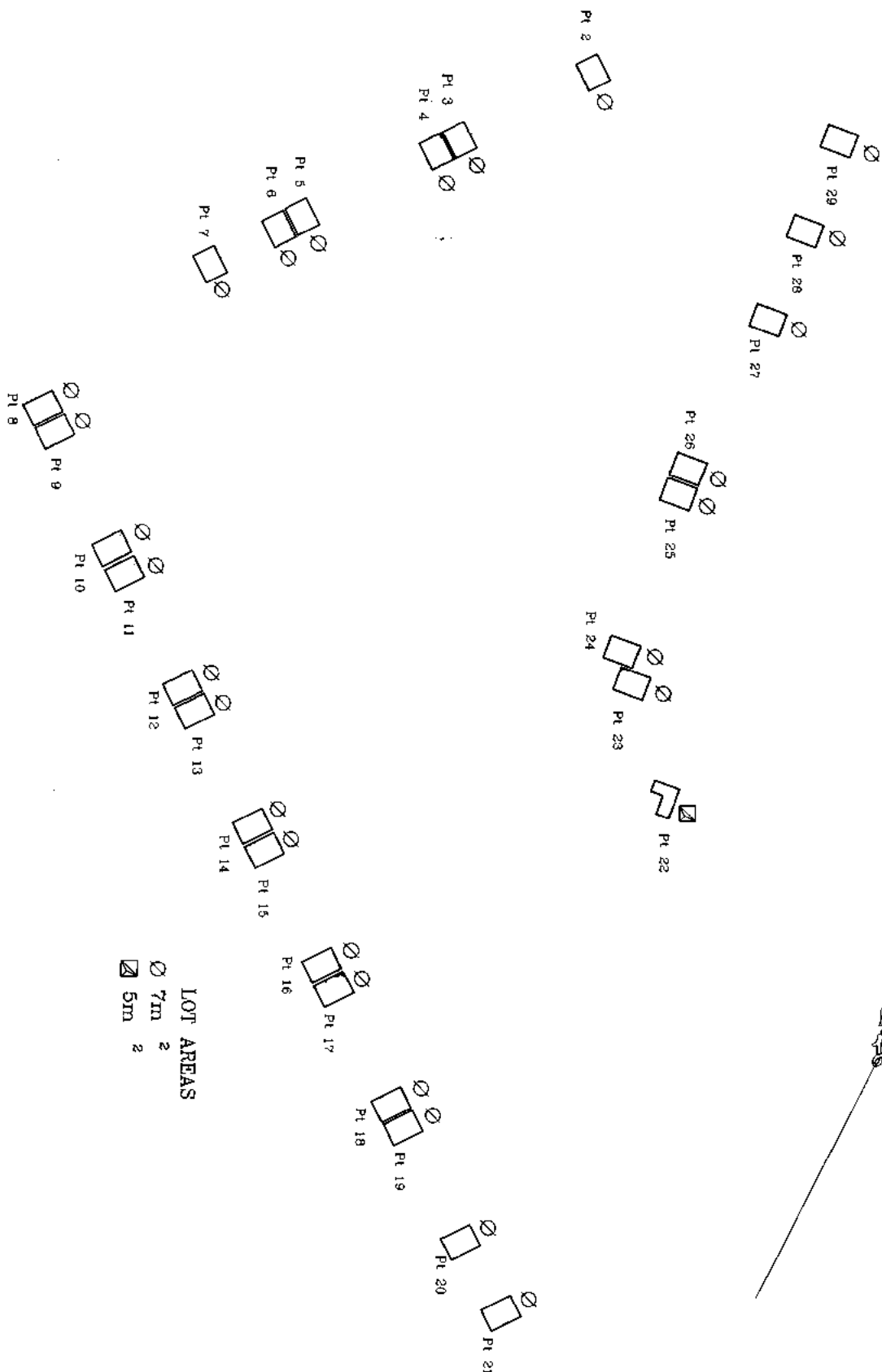
Council Clerk

SURVEYORS REFERENCE 1064

STRATA PLAN

MID LEVEL AREAS

SP64146



LOT AREAS

7m 2
5m 2

Reduction Ratio 1:400

Lengths are in metres

Registered Surveyor

Council Clerk

SURVEYORS REFERENCE 1064

INSTRUMENT SETTING OUT TERMS OF
POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919 AND
SEC 7(3) STRATA SCHEMES (FREEHOLD DEVELOPMENT)
ACT, 1973

Lengths are in metres.

3
(Sheet 1 of 3 sheets)

PART 1

SP64146

Plan of Subdivision of Lot 12
DP 863244

Full name and address of the
proprietor of the land

LARACORP PTY LIMITED
LVL 5, 92 ELIZABETH ST
SYDNEY 2000

1. Identity of Positive Covenant firstly referred
to in abovementioned plan.

Positive Covenant

Schedule of lots etc. affected

Lot burdened
Each Lot

Beneficiary
Ryde City Council

PART 2

1. **Terms of Positive Covenant firstly referred to;**

The terms and conditions of the Positive Covenant are as set out in the following:

The Registered Proprietor will at his own expense well and sufficiently maintain and keep in good order in accordance with dimensions approved by Ryde City Council any on-site detention system (which expression shall include all ancillary gutters, pipes, drains, walls, kerbs, pits, grates, fittings, tanks, chambers, basins and surfaces designed to temporarily detain water) herein after called "the system") which exists from time to time on the land.

Where the Registered Proprietor of the burdened lot fails to maintain the system in accordance with the above and fails to comply with any written request of the Ryde City Council within such reasonable time as nominated in such request, the Registered Proprietor shall meet any reasonable costs incurred by the Ryde City Council in carrying out the works necessary to reinstate satisfactory performance of the system.

SP64146

INSTRUMENT SETTING OUT TERMS OF
POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919 AND
SEC 7(3) STRATA SCHEMES (FREEHOLD DEVELOPMENT)
ACT, 1973

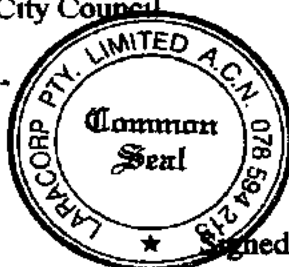
Lengths are in metres.

3
(Sheet 2 of 3 sheets)

The term "Registered Proprietor" shall include the Registered Proprietor of the land from time to time, and all his heirs, executors, assigns and successors in title to the land and where there are two or more registered proprietors of the land the terms of this covenant shall bind all those registered proprietors jointly and severally.

Name of the body empowered to release, vary or modify the terms of the Positive Covenant referred to in the plan, Ryde City Council

[Signature]
Director



Signed in my presence by
who is personally known to me

Signed by Manager (Ryde City Council).

[Signature]
Signature of Witness

R. Nagli

TONY GRIPPI

Name of Witness (BLOCK LETTERS)

8 FERRIS STREET ANNANDALE NSW 2038

Address and occupation of Witness PROJECT MANAGER FOR
RICHARD CROOKES CONSTRUCTIONS

ENCOURAGED BY CAPITAL FINANCE
AUSTRALIA LIMITED A.C.N. 663 136
BY ITS DULY APPOINTED ATTORNEYS

B2BT LENNANE

MAZY CULBERT

Full Names

PURSUANT TO POWER OF
ATTORNEY OF WHICH THEY HAVE NO
NOTICE OF REVOCATION
IN THE PRESENCE OF:

N. Anderson
Witness N10045 AND0250

[Signature]
Signature
[Signature]
Signature

N0 832

B004 4232

SP64146

INSTRUMENT SETTING OUT TERMS OF
POSITIVE COVENANTS
INTENDED TO BE CREATED PURSUANT TO SECTION 88B,
CONVEYANCING ACT, 1919 AND
SEC 7(3) STRATA SCHEMES (FREEHOLD DEVELOPMENT)
ACT, 1973

Lengths are in metres

(Sheet 3 of 3 sheets)

The Common Seal of Catholic Church
Insurances Limited was hereunto
affixed by order of the Directors in the
presence of

[Signature] Director

[Signature] Secretary



[Signature]
P. ROD
DIRECTOR
RISEPOINT PTY LTD

[Signature]
A. ROSTOVSKY
DIRECTOR
RISEPOINT PTY LTD

[Signature] G. BARR
WITNESS
SOLE SECRETARY/
DIRECTOR
TRYNANO PTY LIMITED
ACN 003 503 179



SIGNED FOR AND BEHALF OF
FIDUCIARY HOLDINGS SA BY THE
ATTORNEY LIAIS LOMBARD PURSUANT
TO REGISTERED POWER OF ATTORNEY BOOK
L155 NO. 496 IN THE PRESENCE OF:

[Signature] *[Signature]*
DIRECTOR (Witness)

[Signature]
DIRECTOR

[Signature]
Director.

[Signature]
DAVID BRODIE

C E Brodie
C. E. BRODIE

M.A. EVES
M.A. EVES
DIRECTOR

[Signature]
E.H. EVO.
DIRECTOR.



REGISTERED 20-11-2000

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 1 of 6 Sheets)

PART 1

DP 266180

Plan of Easement for Support over
Lot 1 in DP 835176, Restrictions on the
Use of Land over Lot 1 in DP 609154
and Lot 2 in DP 835176, Drainage
Easement over ~~Lot 1 in DP 609154 and~~
Lot 2 in DP 835176, Positive Covenant
over Lot 1 in DP 609154 ~~covered by~~
~~Council Clerk's Certificate No. of~~

Full name and address
of proprietor of the
land

Whitfords Beach Pty Limited
Level 8, 50 Berry Street
North Sydney NSW 2060

ACN 008 674 637



1. Identity of Easement
firstly referred to in
abovementioned plan:

Easement for Support
variable width

Schedule of lots affected

Lot burdened
1/835176

Lot benefited
1/609154

2. Identity of Restriction
secondly referred to in
abovementioned plan:

Restriction on the Use of Land

Schedule of lots, etc, affected

Lot burdened
1/609154

Authority benefited
Ryde City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 2 of 6 Sheets)

PART 1 (con't)

Plan: DP 266180

Plan of Easement for Support over
Lot 1 in DP 835176, Restrictions on the
Use of Land over Lot 1 in DP 609154
and Lot 2 in DP 835176, Drainage
Easement over ~~Lot 1 in DP 609154 and~~
Lot 2 in DP 835176, Positive Covenant
over Lot 1 in DP 609154 ~~covered by~~
~~Council Clerk's Certificate No. of~~

3. Identity of Easement
thirdly referred to in
abovementioned plan:

Drainage Easement 10 wide

Schedule of lots, etc, affected

Lots burdened
2/835176, ~~1/609154~~

Lot benefited
1/609154

4. Identity of Restriction
fourthly referred to in
abovementioned plan:

Restriction on the Use of Land

Schedule of lots, etc, affected

Lot burdened
2/835176

Lot benefited
1/609154

5. Identity of Positive Covenant
fifthly referred to in
abovementioned plan:

Positive Covenant

Schedule of lots affected

Lot burdened
1/609154

Authority benefited
Ryde City Council

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 3 of 6 Sheets)

PART 2

Plan. DP 266180

Plan of Easement for Support over
Lot 1 in DP 835176, Restrictions on the
Use of Land over Lot 1 in DP 609154
and Lot 2 in DP 835176, Drainage
Easement over ~~Lot 1 in DP 609154 and~~
Lot 2 in DP 835176, Positive Covenant
over Lot 1 in DP 609154 ~~covered by~~
~~Council Clerk's Certificate No. of~~

1. Terms of Easement for Support variable width firstly referred to in the abovementioned plan:

Full and free right for every person who is at any time entitled to an estate or interest in possession in the land herein indicated as the dominant tenement or any part thereof with which the right shall be capable of enjoyment and every person authorised by such person from time to time and at all times hereafter to enter upon go return pass and repass with or without vehicles in through along and over the servient tenement and to use the servient tenement for the purpose of placing thereon all such earth rock soil cement sand and clay and other materials as shall be necessary or desirable for the purpose of constructing reconstructing altering maintaining and repairing on the servient tenement a batter to serve as a support for the surface subsoil and undersurface of any carpark driveway or building adjoining or adjacent to the said land and the said batter when constructed to use at all times hereafter for the purpose of giving such support as aforesaid AND the Registered Proprietor of the lot burdened and his successors in title covenants that he will not use or permit to be used the servient tenement in any manner or for any purpose which may affect or have a tendency to affect the stability of the said batter as a support for carpark driveway or building as aforesaid and will not do or suffer to be done any act or thing which may injure or damage the said batter or in any way impair its efficiency and if the Registered Proprietor for the time being should do or suffer to be done any act or thing which may in any way injure damage or impair the said batter he will be liable at his own expense to properly and substantially repair and make good all such injury and damage. Where herein used, words imparting the singular number or plural number shall include the plural and singular number respectively and words imparting the masculine gender shall include the feminine or neuter gender.

2. Terms of Restriction on the Use of Land secondly referred to in the abovementioned plan:

No building shall be erected on the lot burdened unless the proprietor has first constructed or has made provision for construction of a drainage system (hereinafter called "the system") to stop overland flow from Lot 2 in DP 835176 entering Lot 1 in DP 609154. Such overland flow is to be redirected into an established Council benefited stormwater system via "the system".

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 4 of 6 Sheets)

PART 2 (con't)

Plan: DP 266180

Plan of Easement for Support over
Lot 1 in DP 835176, Restrictions on the
Use of Land over Lot 1 in DP 609154
and Lot 2 in DP 835176, Drainage
Easement over ~~Lot 1 in DP 609154 and~~
Lot 2 in DP 835176, Positive Covenant
over Lot 1 in DP 609154 ~~covered by~~
~~Council Clerk's Certificate No. of~~

3. Terms of Drainage Easement 10 wide thirdly referred to in the abovementioned plan:

Easement to Drain Water within the meaning of Part 3 of Schedule VIII of Section 181A of the Conveyancing Act 1919 PROVIDED THAT all costs and expenses in connection with the design construction maintenance repair replacement and/or removal of "the system" shall be borne by the registered proprietors for the time being of Lot 1 in DP609154.

4. Terms of Restriction of the Use of Land fourthly referred to in abovementioned plan:

The registered proprietor of the lot burdened shall not alter the system.

5. Terms of Positive Covenant fifthly referred to in abovementioned plan:

The registered proprietors covenant with the Council that they will maintain and repair the system in accordance with the following terms and conditions:

I. The registered proprietor will:

- (a) keep the system clean and free from rubbish and debris
- (b) maintain and repair at the sole expense of the registered proprietors the whole of the system so that it functions in a safe and efficient manner

II. For the purpose of ensuring observance of the covenant the Council by its servants or agents at any reasonable time of the day and upon giving to the person against whom the covenant is enforceable not less than two days notice (but at any time without notice in the case of an emergency) enter the land and view the condition of the land and state of construction maintenance or repair of the system.

III. By written notice the Council may require the registered proprietors to attend to any matter and to carry out such work within such time as the Council may require to ensure the proper and efficient performance of the system and to that extent section 88F(2)(a) of the Act is hereby agreed to be amended accordingly.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 5 of 6 Sheets)

PART 2 (con't)

Plan: DP 266180

Plan of Easement for Support over
Lot 1 in DP 835176, Restrictions on the
Use of Land over Lot 1 in DP 609154
and Lot 2 in DP 835176, Drainage
Easement over ~~Lot 1 in DP 609154 and~~
Lot 2 in DP 835176, Positive Covenant
over Lot 1 in DP 609154 ~~covered by~~
~~Council Clerk's Certificate No. of~~

IV. Pursuant to section 88F(3) of the Act the authority shall have the following additional powers pursuant to this covenant:

- i. In the event that the registered proprietor fails to comply with the terms of any written notice issued by the Council as set out above the Council or its authorised agents may enter the land with all necessary equipment and carry out any work which the Council in its discretion considers reasonable to comply with the said notice referred to in III hereof.
- ii. The Council may recover from the registered proprietor in a Court of competent jurisdiction:
 - (a) any expense reasonably incurred by it in exercising its powers under subparagraph I hereof. Such expense shall include reasonable wages for the Council's own employees engaged in effecting the said works supervising the said work and administering the said work together with costs reasonably estimated by the Council for the use of machinery tools and equipment in conjunction with the said work.
 - (b) legal costs on an indemnity basis for issue of the said notices and recovery of the said costs and expenses together with the costs and expenses together with the cost of registration of a covenant charge pursuant to section 88F of the Act or providing any certificate required pursuant to section 88G of the Act or obtaining any injunction pursuant to section 88H of the Act.

V. This covenant shall bind all persons who claim under the registered proprietors as stipulated in section 88E(5) of the Act.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS AND
POSITIVE COVENANTS INTENDED TO BE CREATED PURSUANT TO SECTION
88B OF THE CONVEYANCING ACT, 1919**

Lengths are in metres

(Sheet 6 of 6 Sheets)

PART 2 (con't)

Plan: DP 266180

Plan of Easement for Support over
Lot 1 in DP 835176, Restrictions on the
Use of Land over Lot 1 in DP 609154
and Lot 2 in DP 835176, Drainage
Easement over ~~Lot 1 in DP 609154 and~~
Lot 2 in DP 835176, Positive Covenant
over Lot 1 in DP 609154 ~~covered by~~
~~Council Clerk's Certificate No. _____ of~~

For the purposes of this covenant:

The system shall mean the drainage system constructed on Lot 2 DP835176 which
stops overland flow entering Lot 1 DP 609154.

The Act shall mean the Conveyancing Act 1919.

Name of authority empowered to release vary or modify the above terms of reference in the
abovementioned plan:

Ryde City Council

The Council of the City of Ryde

..... *L. Good*
for General Manager

The Common Seal of
WHITFORDS BEACH PTY. LTD.

was hereto affixed by order of the
Board of Directors in the presence of



..... *Robert Hesse*
DIRECTOR
..... *John Kennedy*
SECRETARY



Form: 01TR
Release: 2.2
www.lands.nsw.gov.au

TRANSFER
RELEASING EASEMENT
New South Wales
Real Property Act 1900



AE510619F

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
16-02-2007 0005306429-00
TRANSFER- TRANSFER
OUTSTANDING AMOUNT \$ 000000000000.00
DUTY \$ 000000000000.00



TITLE

W

(B) LODGED BY

RELODGE

(C) EASEMENT

- 4 MAR 2009

(D) TRANSFEROR

TIME: 11:40

Servient Tenement GP/SP64146 5/1061547		Dominant Tenement 5/1061547 CP/SP64146	
Document Collection Box 41J	Name, Address or DX, Telephone, and LLPN if any Mallesons Stephen Jaques DX 113 Sydney T +61 2 9296 2000 LLPN: 123008U		CODE TR
Reference: IRW:WGW 03-5156-0366			



(E)

The transferor acknowledges receipt of the consideration of \$ _____
and, as regards the dominant tenement, transfers and releases the abovementioned easement to the transferee as registered proprietor of the servient tenement.

(F) TRANSFEE

Registered proprietor of the servient tenement
Investa Funds Management Limited ABN 48 120 839 447

DATE

(G)

Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.
Corporation: The Owner's Corporation - Strata Plan No 64146
Authority: section 238 of the Strata Schemes Management Act 1996



Signature of authorised person:

MURTEL BARASSO
STRATA MANAGER
5/2/09

Signature of authorised person:

Name of authorised person:
Office held:

Name of authorised person:
Office held:

Certified correct for the purposes of the Real Property Act 1900 by the corporation named below the common seal of which was affixed pursuant to the authority specified and in the presence of the authorised person(s) whose signature(s) appear(s) below.
Corporation: Investa Funds Management Limited
Authority: section 127 of the Corporations Act 2001

[Signature]

Signature of authorised person:

Graham Monk
Graham Monk
Director

Signature of authorised person:

Jonathan Callaghan
Jonathan Callaghan
Company Secretary

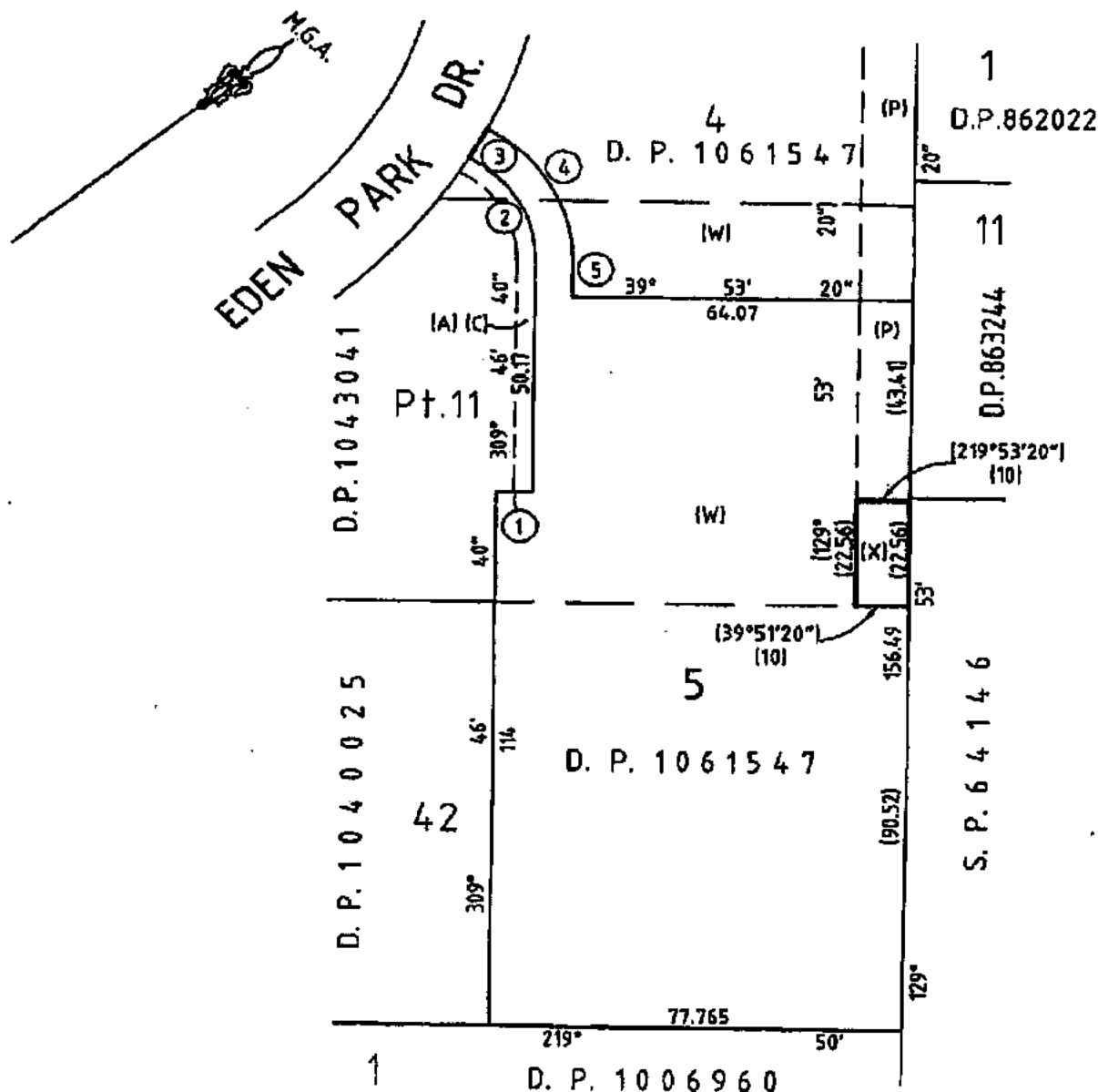
Name of authorised person:
Office held:

4-02-09

12

ANNEXURE 'A'

PLAN SHOWING PART OF EASEMENT FOR DRAINAGE
 10 WIDE (VIDE D.P.266180) TO BE RELEASED FROM
 LOT 5 IN D.P.1061547.



SCHEDULE OF SHORT BOUNDARIES

No.	BEARING	DISTANCE	ARC	RADIUS
1	39°46'40"	7		
2	278°46'15"	24.8	26.05	24.07
3	337°53'50"	7	7	109
4	98°47'10"	31.995	33.61	31.07
5	129°46'40"	7.635		

(A) EASEMENT FOR SERVICES 3.5 WIDE (D.P.1061547)
 (C) RIGHT OF FOOTWAY 3.5 WIDE (D.P.1061547)
 (P) EASEMENT FOR DRAINAGE 10 WIDE (D.P.266180)
 (W) BENEFITED BY-
 EASEMENT FOR DRAINAGE 2.5 WIDE (D.P.1020108)
 RESTRICTION ON USE (D.P.266180)
 (X) PART OF EASEMENT FOR DRAINAGE 10 WIDE
 (D.P.266180) TO BE RELEASED.

PAGE 2 OF 2

Jonathan Callaghan

Jonathan Callaghan

Graham Monk

Muriel Barasso
 MURIEL BARASSO

Film with: AE510619

Approved Form 8

Cl. 25(1) (F) / Cl. 26(1) (L)

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

Certificate of Owners Corporation

In pursuance of the Strata Schemes (Freehold Development) Act 1973, The Owners - Strata Plan No. 64146 hereby certifies that the transfer releasing easement (AE510619) was accepted by it pursuant to a special resolution passed by it in accordance with the requirements of the above Act.

The common seal of Owners - Strata Plan No 64146 was hereunto affixed on 5 February 2009 in the presence of Muriel Barasso being the person (s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.

x
.....
MURIEL BARASSO
.....



570 George Street
Sydney NSW 2000

Address all mail to
GPO Box 4009 Sydney
NSW 2001 Australia

Telephone (+61) 13 1525
Facsimile (02) 9269 2830



EnergyAustralia™
We're on it

Registrar General
Land & Property Information, NSW
1 Prince Albert Road
Sydney NSW 2000

AE 510619

Attention: Warwick Watkins

Our Reference CR15534

13 March 2009

Dear Mr Watkins

Consent to registration of Transfer Releasing Easement (AE510619)

- 1 Energy Australia (ABN 67 505 337 385) ("Energy Australia") is the lessee under registered lease 8971890.
- 2 An easement for drainage 10 wide affects the following titles:
 - (a) servient tenement - 5/1061547; and
 - (b) dominant tenement - CP/SP64146,("Easement").
- 3 The owners of 5/1061547 and CP/SP64146 have agreed to release part of the Easement on the terms of the Transfer Releasing Easement (AE510619), a copy of which has been provided to us.
- 4 Energy Australia hereby consents to the registration of the Transfer Releasing Easement (AE510619).

Yours sincerely

GLENN ELMORE
FOR MANAGER – NETWORK EASEMENTS AND LEASES

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
AND RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,
1919**

Lengths are in metres

(Sheet 1 of 5 Sheets)

PART 1

DP1020108

Plan of Subdivision of Lot 2 in
DP 878213 covered by Council
Certificate No ~~5465~~ **819/2000**

Full name and address
of proprietor of the
land

Whitfords Beach Pty Limited
ACN 008 674 637
Level 18
447 Collins Street
Melbourne VIC 3000

1. Identity of Easement
firstly referred to in
abovementioned plan:

Easement to Drain Water 2.5 wide (Z)

Schedule of lots etc affected

Lots burdened
3
4

Authority benefited
Ryde City Council
Ryde City Council

2. Identity of Easement
secondly referred to in
abovementioned plan:

Easement for Drainage variable width(A)

Schedule of lots etc affected

Lot burdened
3

Authority benefited
Ryde City Council

3. Identity of Easement
thirdly referred to in
abovementioned plan:

Easement for Drainage 2.5 wide (B)

Schedule of lots affected

Lot burdened
3

Lots benefited
4

11/863244

12/863244 - now being
CP/SP64146

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
AND RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,
1919**

Lengths are in metres

(Sheet 2 of 5 Sheets)

PART 1A

DP1020108

Plan of Subdivision of Lot 2 in
DP 878213 covered by Council
Certificate No ~~5465~~ of **8/9/2000**

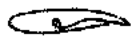
1. Identity of Easement
to be released and
firstly referred to in
abovementioned plan:

Easement to Drain Water 2.5 wide &
variable (D.P. 878213)

Schedule of lots etc affected


Lot burdened
2/878213

Authority benefited
Ryde City Council

-  2. Identity of Easement
to be released and
secondly referred to in
abovementioned plan:

Drainage Easement
~~Easement to Drain Water~~
10 wide (D.P. 266180)

Schedule of lots affected

 Lot burdened
2/878213

Lots benefited
11/863244 & 12/863244 (now
being CP/SP 64446)

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
AND RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,
1919**

Lengths are in metres

(Sheet 3 of 5 Sheets)

PART 2

DP1020108

Plan of Subdivision of Lot 2 in
DP 878213 covered by Council
Certificate N~~6465~~⁶⁴⁶⁵ of 8/9/2000

1. Terms of Easement for Drainage secondly referred to in the abovementioned plan:

An easement to drain water within the meaning given to such expression by Section 181A of the Conveyancing Act, 1919 with the following addition thereto:-
TOGETHER WITH right for the Bodies in whose favour this easement is created and every person authorised by them to make all necessary excavations and sink and make shafts and cuttings and lay down pipes in on or under the servient tenement and to remove and carry away all or any clay sand gravel stone and earth which shall be taken out of the same AND the owner of the servient tenement for the time being for its and for its successors in title covenants with the Bodies in whose favour this easement is created (herein referred to as "the Bodies") that it will not do or suffer to be done any act deed matter or thing which may injure or damage or interfere with any pipes laid in the servient tenement or the appurtenances thereto or interfere with or impede the free flow and passage of water soil and air through the same and will not erect or permit to be erected over the servient tenement any building or structure except with the written permission of the Bodies in whose favour this easement is created and then only in accordance with all the conditions imposed by such Bodies and will not do permit or suffer any act deed matter or thing whereby such Bodies shall be prevented from or hampered in constructing reconstructing maintaining repairing or cleansing or gaining accesses to the said pipes or easement or any part thereof and if any such damage or injury be done or interference be made it will forthwith at its own expense properly and substantially repair and make good all such injury and damage and restore the free flow and passage of water and soil through the same and do all things necessary for the purposes aforesaid and will and does hereby indemnify and will keep indemnified such Bodies from and against all claims demands actions suits causes of action sum of sums of money compensation damages costs and expenses or other claims whatsoever or howsoever arising which is or any other person may have against such Bodies arising out of the presence of such pipes or easement within the servient tenement or any injury damage or interference by the owner of the servient tenement with or to such pipes or easement or the free flow and passage of water soil and air through the same AND for the purposes of Section 88 of the Conveyancing Act, 1919:-

- a) the land to which the benefit to the easement is appurtenant is the dominant tenement;
and
- b) the land which subject to the burden of the easement is the servient tenement; and
- c) the name of the person empowered to release, vary or modify the easement hereby created is the Council of the City of Ryde and the owners for the time being of Lot 1 D.P. 878213 and Lot 2 D.P. 878213.

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
AND RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,
1919**

Lengths are in metres

(Sheet 4 of 5 Sheets)

PART 2 (Cont'd)

DP1020108

Plan of Subdivision of Lot 2 in
DP 878213 covered by Council
Certificate No 5465 of 8/9/2000

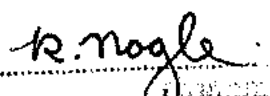
2. Terms of Easements for Drainage thirdly referred to in the abovementioned plan:

Easement to Drain Water within the meaning of Part 3 of Schedule 8 of Section 181A of the Conveyancing Act 1919 PROVIDED THAT all costs and expenses in connection with the design construction maintenance repair replacement and/or removal of "the system" shall be borne by the registered proprietors for the time being of Lots 11 & 12 in D.P. 863244 (Lot 12 now being CP/SP 64146)

For the Purposes of this Covenant:

"The System" shall mean the drainage system constructed on Lots 3 and 4 which stops overland flow entering Lots 11 and 12 in DP 863244 (Lot 12 now being CP/SP 64146)


WHITFORDS BEACH PTY. LIMITED
(NRB15811.doc) 17/08/00

The Council of the City of Dubbo

K. Nagle
Council Manager

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS, RESTRICTIONS ON
THE USE OF LAND AND POSITIVE COVENANTS INTENDED TO BE CREATED
AND RELEASED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT,
1919**

Lengths are in metres

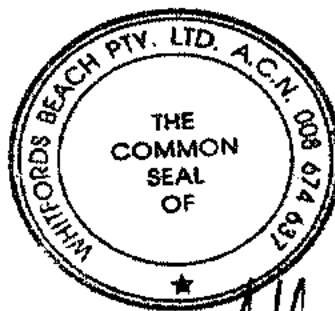
(Sheet 5 of 5 Sheets)


PART 2(Cont'd)

DP1020108

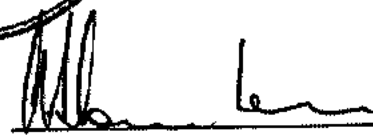
Plan of Subdivision of Lot 2 in
DP 878213 covered by Council
Certificate No 5465 of 8/9/2000

THE COMMON SEAL OF
WHITFORDS BEACH PTY. LIMITED
WAS HEREUNTO AFFIXED IN
ACCORDANCE WITH ITS ARTICLES
OF ASSOCIATION IN THE PRESENCE
OF :



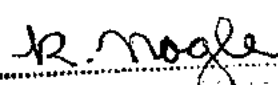


~~DIRECTOR~~ SECRETARY
KENTON J. LILLECRAPP
NAME (PRINT)



DIRECTOR
ALAN R. THOMPSON
NAME (PRINT)



The Council of the City of ...


General Manager

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.**

Lengths in metres

(Sheet 1 of 3 Sheets)

PART 1

Plan: DP 863244

Plan of Subdivision of Lot 1
DP 609154 covered by Council
Certificate No **5162** of **17 SEPTEMBER 1996**

**Full name and address
of proprietor of the land**

Whitfords Beach Pty Limited
ACN 008 674 637
Level 18
447 Collins Street
Melbourne VIC 3000

**1. Identity of Easement
firstly referred to in
abovementioned plan:**

Right of Carriage Way 7 wide and variable

Schedule of lots affected

Lots burdened

11
12

Lots benefited

12
11

**2. Identity of Easement
secondly referred to in
abovementioned plan:**

Easement for Telecommunication Services
Over Existing Line

Schedule of lots affected

Lots burdened

11

Lots benefited

12

Matthew S. Hession
Calvin Hession

**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.**

Lengths are in metres

(Sheet 2 of 3 Sheets)

PART 2

Plan: DP 863244

Plan of Subdivision of Lot 1
DP 609154 covered by Council
Certificate No 5162 of 17 SEPTEMBER 1996

1. Terms of Right of Carriage Way 7 wide and variable firstly referred to in the abovementioned plan.

Right of carriage way within the meaning of Part 1 of Schedule 8 of Section 181A of the Conveyancing Act 1919 PROVIDED that all costs and expenses in connection with the maintenance, repair, replacement and/or removal of any common improvement within the said Right of carriage way shall be borne in equal shares by the Registered Proprietors for the time being of Lots 11 and 12.

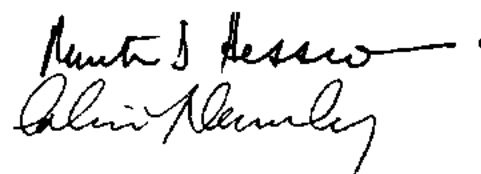
2. Terms of Easement for Telecommunication Services over existing line secondly referred to in the abovementioned plan:

2.1 The owner of the lot benefited may:

- (a) use the lot burdened, but only within the site of this easement, for the provision of telecommunications services to or from the lot benefited, and
- (b) do anything reasonably necessary for that purpose, including:
 - entering the lot burdened, and
 - taking anything reasonably necessary for that purpose on to the lot burdened, and
 - carrying out work, such as constructing, placing, repairing or maintaining pipes, wires, cables, conduits and equipment.

2.2 In exercising those powers, the owner of the lot benefited must:

- (a) ensure all work is done properly, and
- (b) cause as little inconvenience as is practicable to the owner and any occupier of the lot burdened, and
- (c) cause as little damage as is practicable to the lot burdened and any improvement on it, and
- (d) restore the lot burdened as nearly as is practicable to its former condition, and
- (e) make good any collateral damage.



**INSTRUMENT SETTING OUT TERMS OF EASEMENTS INTENDED TO BE
CREATED PURSUANT TO SECTION 88B OF THE CONVEYANCING ACT, 1919.**

Lengths are in metres

(Sheet 3 of 3 Sheets)

Plan: **DP 863244**

Plan of Subdivision of Lot 1
DP 609154 covered by Council
Certificate No 5162 of 17 SEPTEMBER 1996

PART 3

**Parties having the right to release, vary or modify the easements and restrictions
hereby created:-**

Upon the agreement of the Ryde
City Council and the registered
proprietors of the lot benefited
and the lot burdened. The parties
must act reasonably in reaching
such agreement.

THE COMMON SEAL of
**WHITFORDS BEACH
PTY LIMITED**
was affixed to this document
in the presence
of:




Secretary/~~Director~~

COLIN HENRY
Name (PLEASE PRINT)


Director

MARTIN DAVID HESSON
Name (PLEASE PRINT)

The Council of the City of Ryde


for General Manager



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

LEASE

New South Wales
Real Property Act 1900

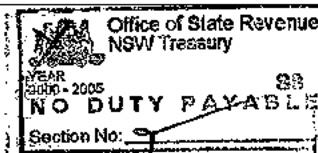


8971890Q

PRIVACY NOTE: this information is legally required and will become part of the public record

STAMP DUTY

Office of State Revenue use only



(A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises

Certificate of Title CP/SP64146

PART being the premises shown on deposited plan 1023105 and thereon described as "Substation Premises No. 1272 Name 'Talavera Timelife'" and "Substation Premises No. 7753 Name 'Talavera RD No. 1'" hereafter referred to as the "demised premises" together with the right of way and easement referred to in clauses 1 and 2 of annexure "A"

(B) LODGED BY

Delivery Box 48T	Name, Address or DX and Telephone CITYLINK Reference: BP/PVC.02/2459	 Barthier Perry R. Chia	CODE L
-------------------------	------------------------------------------------------------------------------------	----------------------------------	---------------

(C) LESSOR

THE OWNERS - STRATA PLAN NO. 64146
ABN: 99 672 188 916

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

(D)

Encumbrances (if applicable):

(E) LESSEE

ENERGYAUSTRALIA
ABN 67 505 337 385

(F)

TENANCY:

- (G) 1. TERM: 50 years at a rental of 10 cents per annum if demanded
2. COMMENCING DATE: 1 August 2002
3. TERMINATING DATE: 31 July 2052
4. With an OPTION TO RENEW for a period of N.A.
set out in clause N.A. of N.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 s 1 & 2 of Annexure "A"
7. Incorporates the provisions set out in ANNEXURE "A" hereto.
8. Incorporates the provisions set out in MEMORANDUM filed at Land and Property Information New South Wales as No. W578000
9. The RENT is set out in N.A. No. N.A. of N.A.

All handwriting must be in block capitals.

Total Pages (office use only) _____

Page 1 of 5

LAND AND PROPERTY INFORMATION NSW

DATE

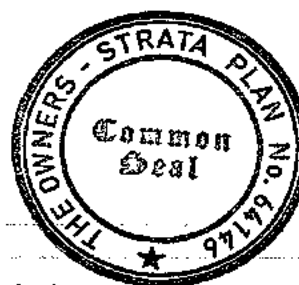
30/08/02

(H)

Certified correct for the purposes of the Real Property Act 1900
by the corporation named below the common seal of which
was affixed pursuant to the authority specified and in the presence
of the authorised person(s) whose signature(s) appear(s) below.

Corporation: The Owners - Strata Plan No. 64146

Authority: Section 238 Strata Schemes Management Act 1996



Signature of authorised person:

Signature of authorised person:

Name of authorised person: MURIEL BARASSO

Name of authorised person:

Office held: MANAGING AGENT

Office held:

I certify that the person(s) signing opposite, with whom
I am personally acquainted or as to whose identity I am
otherwise satisfied, signed this instrument in my presence.

Certified correct for the purposes of the Real Property
Act 1900 by the person(s) named below who signed
this instrument pursuant to the power of attorney specified.

Signature of witness:

Signature of attorney:

Name of witness:

Address of witness: Glen James Elmore
570 George Street
SYDNEY NSW 2000

Attorney's name:

Signing on behalf of: Kenneth Greene-Smith
EnergyAustralia

Power of attorney-Book: 4290

-No.: 806

(I) STATUTORY DECLARATION

I,
solemnly and sincerely declare that—

1. The time for the exercise of option to in expired lease No. has ended;
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—

Signature of witness:

Signature of lessor:

Name of witness:

Address of witness:

Qualification of witness:

**ANNEXURE "A" TO MEMORANDUM OF LEASE
MADE THE 30 DAY OF AUGUST 2002
BETWEEN THE OWNERS - STRATA PLAN NO. 64146 AS LESSOR
and ENERGIAUSTRALIA AS LESSEE**

The Lessee shall have the benefit of the following rights and liberties;

1. The Lessee shall have full right and liberty for its officers servants workmen agents and contractors with or without tools materials plant and other apparatus and vehicles to pass and repass at all times of the day or night during the term hereby created over the land marked "Proposed Right of Way" and "Proposed Right of Way and Easement for Electricity Purposes" on deposited plan 1023105 (hereinafter referred to as "right of way") and during such times as the Lessee considers necessary to park vehicles upon the said right of way PROVIDED HOWEVER that access for the Lessor its agents tenants or licensees is not unnecessarily impeded.
2. The Lessee shall have full right liberty and licence for its officers servants workmen agents and contractors during the term hereby created to construct lay down dismantle replace repair renew and maintain underground/overhead electricity cables through beneath or over the land marked "Proposed Easement for Electricity Purposes 2 Wide" and "Proposed Right of Way and Easement for Electricity Purposes" on deposited plan 1023105 (hereinafter referred to as "easement") AND ALSO free and uninterrupted passage of electricity through the cables within the said easement.
3. Clause 5 of Memorandum W578000 is deleted and replaced by the following words:-
"The Lessee shall have the right to use the substation installation and easement for the purpose of supplying other customers of the Lessee. In approving the connection of other electrical loads to the substation the Lessee will give priority to electrical loads which are located within the premises. If required by the Lessor, the Lessee will exclusively supply the Lessor from the substation installation upon the Lessor paying the Lessee's costs (which shall be determined in the Lessee's absolute discretion) for making alternate supply arrangements for any other customers of the Lessee supplied by the substation installation."
4. Clause 10 of Memorandum W578000 is amended by the deletion of the words "and any air ducting".
5. Clause 11 of Memorandum W578000 is deleted.



SIGNED FOR AND ON BEHALF OF
THE OWNERS - STRATA PLAN NO. 64146

SIGNED FOR AND ON BEHALF OF
ENERGIAUSTRALIA

**Certificate of Owners Corporation
(dealing or plan dedication of road or reserve)**

Approved Form 9

CI.25(1)(F)/CI.26(1)(L)

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

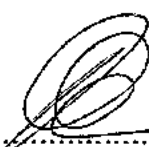
Certificate of Owners Corporation

In pursuance of the * Strata Schemes (Freehold Development) Act 1973, or * ~~Strata Schemes (Leasehold Development) Act 1986~~, The Owners - Strata Plan No. 64146 hereby certifies that:

1. the * dealing * ~~plan~~ [†] *Lease to EnergyAustralia* was * ~~executed~~ * ~~accepted~~ * sealed by it pursuant to a special resolution passed in accordance with the requirements of the above Act;
2. the requirements of section 28(3)(a)(ii) or section 32(3)(a)(ii) of the above Act have been complied with in respect of the said * ~~dealing~~ * ~~plan~~.

The common seal of the Owners - Strata Plan No. 64146 was affixed hereto on 21 AUGUST 2002 in the presence of MURIEL BARASSO being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.




.....
Signature

.....
Signature

MURIEL BARASSO MANAGING AGENT
.....
Print Name and Capacity

.....
Print Name and Capacity

21 AUGUST 2002
.....
Date

* Strike out whichever is inapplicable.

† Set out sufficient particulars to identify positively the transfer or lease to which the certificate relates.

Certificate re Initial Period Expired

Approved Form 10

CI.25(1)(F)/CI.26(1)(L)

Strata Schemes (Freehold Development) Act 1973

Strata Schemes (Leasehold Development) Act 1986

Certificate re Initial Period

In pursuance of the * Strata Schemes (Freehold Development) Act 1973, * Strata Schemes (Leasehold Development) Act 1986, The Owners - Strata Plan No.


64146 hereby certifies that in respect of the strata scheme based on Strata Plan No. 64146:

*(a) the initial period, as defined by that Act, expired before:

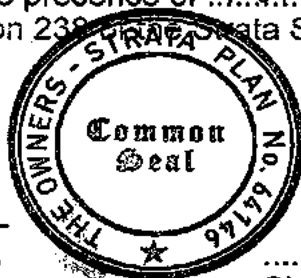
- * issue by the *local council/* accredited certifier on of a certificate referred to in * section 9(3)(b) * section 11(2)(b).
- * issue by the *local council/* accredited certifier on of a certificate referred to in * section 13(2)(a) * section 16(2)(a).
- * issue by the owners corporation on of a certificate referred to in section 28(4)(a) *section 32(4)(a).

*(b) at the date of issue of a certificate referred to in section * 9(3)(b); * 13 (2)(a) or * 28(4)(a) * section 11(2)(b); * 16(2)(a) or * 32(4)(a) the original proprietor owned all of the lots in the strata scheme and any purchaser under an exchanged contract for purchase of a lot in the strata scheme consented to any plan or dealing that is being lodged along with this certificate.

The common seal of the Owners - Strata Plan No. 64146 was hereunto affixed on 30 AUGUST 2002 in the presence of MURIEL BARASSO being the person(s) authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.


.....
Signature

MANAGING AGENT
.....
Print Name and Capacity



.....
Signature

.....
Print Name and Capacity

* Strike out whichever is inapplicable.

Use this side only for Second Schedule directions

DO NOT USE BOTH SIDES OF THIS FORM

SECOND SCHEDULE AND OTHER DIRECTIONS

[illegible]



Form: - 10CN
Release: 5-3

CHANGE OF NAME

New South Wales
Real Property Act 1900

AJ106995E

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RPAct) 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. *Extra fee paid (62x107 = 6631.00)*

(A) TORRENS TITLE

(B) REGISTERED DEALING

(C) LODGED BY

(D) REGISTERED PROPRIETOR

(E) NEW NAME

Number Leases (SEE ANNEXURE)		Torrens Title (SEE ANNEXURE)	
Document Collection Box 1w	Name, Address or DX, Telephone, and Customer Account Number if any AUSGRID (ASSTANT WARTERS) DX 9863 ALEXANDRIA	CODE CN	
Reference: []			

Whose name is to be changed; show the name as it currently appears on the Torrens Title
ENERGYAUSTRALIA

Of the above registered proprietor in full
AUSGRID

(F) The registered proprietor of the above registered dealing applies to have my new name recorded in the Register in respect of that registered dealing and hereby consents to the Registrar General contacting the relevant issuing authorities to validate any supporting evidence lodged with this application.

(G) STATUTORY DECLARATION BY THE APPLICANT*

I, BRIAN WARTERS

solemnly and sincerely declare that—

1. I am AUTHORISED SIGNATORY ON BEHALF OF AUSGRID

2. on at in the SELECT >>> >>> >>> >>> >>>
I married

3. As per the Energy Services Corporations (Change of Name) Regulation 2011, EnergyAustralia has changed name to Ausgrid. (see attached).

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900, and I certify this application to be correct for the purposes of the Real Property Act 1900.

Made and subscribed at SYDNEY in the State of New South Wales on 17 JULY 2014
in the presence of LINDA WALTERS of 570 GORGE ST, SYDNEY, NSW

☒ Justice of the Peace (J.P. Number: 192444) ☐ Practising Solicitor

☐ Other qualified witness [specify]

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

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; and~~

2. I have known the person for at least 12 months ~~OR I have confirmed the person's identity using an identification document and the document I relied on was~~ (omit ID No.)

Signature of witness: Linda Walters

Signature of applicant: [Signature]

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

(H) This section is to be completed where a notice of sale is required and the relevant data has been forwarded through eNOS.

The applicant certifies that the eNOS data relevant to this dealing has been submitted and stored under

eNOS ID No. [] Full name: [] Signature: []

(NONOS) NO CT'S

2011 No 105

Clause 1

Energy Services Corporations Amendment (Change of Name) Regulation
2011

**Energy Services Corporations Amendment (Change of
Name) Regulation 2011**

under the

Energy Services Corporations Act 1995

1 Name of Regulation

This Regulation is the *Energy Services Corporations Amendment
(Change of Name) Regulation 2011*.

2 Commencement

This Regulation commences on the day on which it is published on the
NSW legislation website.

3 Amendment of Energy Services Corporations Act 1995 No 95

(1) Schedule 1 Energy services corporations

Omit "Country Energy" from Part 2 of the Schedule.

Insert instead "Essential Energy".

(2) Schedule 1, Part 2

Omit "EnergyAustralia". Insert instead "Ausgrid".

(3) Schedule 1, Part 2

Omit "Integral Energy Australia". Insert instead "Endeavour Energy".

AJ106995

Title reference	Dealing number
CP/SP61162	6966760
CP/SP61164	7918871
CP/SP61322	7529839
CP/SP61424	AA178945
CP/SP61436	5252813
CP/SP61485	6380090
CP/SP61527	AA501483
CP/SP61643	6520082
CP/SP61667	7792258
CP/SP61871	5984355
CP/SP62158	AA777538
CP/SP62325	7608193
CP/SP62475	AA384285
CP/SP62559	6759033
CP/SP62660	6807530
CP/SP62661	6807531
CP/SP62775	6837506
CP/SP63094	6841509
CP/SP63309	7319997
CP/SP63341	9182334

Title reference	Dealing number
CP/SP63503	8325008
CP/SP63607	6569763
CP/SP63664	7032118
CP/SP63717	7076013
CP/SP63767	7044720
CP/SP63903	9393452
CP/SP64038	AA178957
CP/SP64146	8971890
CP/SP64228	7159245
CP/SP64256	8899317
CP/SP64272	6985926
CP/SP64462	AC165186
CP/SP64626	7423399
CP/SP64730	AB865043
CP/SP64807	AC695283
CP/SP64932	7871109
CP/SP64946	8309916
CP/SP64972	AD259726
CP/SP65086	8364890
CP/SP65111	AA325493

Title reference	Dealing number
CP/SP65391	5162070
CP/SP65530	AA254288
CP/SP65647	7712574
CP/SP65702	7667135
CP/SP65708	6001448
CP/SP65717	7067545
CP/SP65901	7717966
CP/SP65907	7654029
CP/SP66106	7811521
CP/SP66181	7867853
CP/SP66300	7467814
CP/SP66459	8364891
CP/SP66638	7959330
CP/SP66694	AB934703
CP/SP66870	8713990
CP/SP67205	AC574226
CP/SP67235	AA451985
CP/SP67246	AB725721
CP/SP67258	9418819
CP/SP67304	8273372

Title reference	Dealing number
CP/SP67386	8413224
CP/SP67559	7795859
CP/SP67565	9480449
CP/SP67607	8610536
CP/SP67608	8610536
CP/SP67665	8394110
CP/SP67782	8562760
CP/SP67907	8579644
CP/SP67995	9141314
CP/SP68110	9832889
CP/SP68694	8610165
CP/SP68695	8610165
CP/SP68755	9063167
CP/SP68972	8996921
CP/SP68978	8940261
CP/SP6898	6351064
CP/SP69052	9160252
CP/SP69103	9357222
CP/SP69132	9159156
CP/SP69140	8964460

Title reference	Dealing number
CP/SP69204	8553575
CP/SP69315	AA780148
CP/SP69352	9061619
CP/SP69371	9150877
CP/SP69440	8413224
CP/SP69543	9953470
CP/SP69567	9209659
CP/SP69581	AB464371
CP/SP69746	8965840
CP/SP69758	9072985
CP/SP69936	AA288301
CP/SP70012	9472603
CP/SP70145	AB396892
CP/SP70150	9417262
CP/SP70158	AA235363
CP/SP70298	AA19015
CP/SP70446	AC353820
CP/SP70456	AA235246
CP/SP70488	9448414
CP/SP70530	8407407

Title reference	Dealing number
CP/SP70871	AB636995
CP/SP70974	9080301
CP/SP71103	AB74508
CP/SP71140	AA37543
CP/SP71198	AA714331
CP/SP71215	AD107826
CP/SP71247	AB390777
CP/SP71281	9888707
CP/SP71871	AB888230
CP/SP71897	AA987496
CP/SP71951	2701014
CP/SP71980	9722706
CP/SP72314	AB858717
CP/SP72442	AA508001
CP/SP72540	AA200219
CP/SP72557	AB324200
CP/SP72886	AB701725
CP/SP72924	AC707500
CP/SP72955	AF889804
CP/SP72964	AA709205

Title reference	Dealing number
CP/SP73082	AB242445
CP/SP73205	8904524
CP/SP73236	AB388480
CP/SP73318	AB55397
CP/SP73502	AA959304
CP/SP73528	AB401402
CP/SP73608	AC291878
CP/SP73802	AA692070
CP/SP73850	AC566459
CP/SP73943	AD862278
CP/SP73990	9306542
CP/SP73991	9306542
CP/SP74191	AB824633
CP/SP74248	2169251
CP/SP7448	9701629
CP/SP7474	AA989897
CP/SP74758	AE862118
CP/SP75028	AB502226
CP/SP75071	AF264107
CP/SP75760	AB794969

Title reference	Dealing number
CP/SP75809	AB883112
CP/SP76483	1119944
CP/SP76683	AC112086
CP/SP76902	8122383
CP/SP76963	AC43101
CP/SP77286	AC440191
CP/SP77684	AC623931
CP/SP77796	AE349103
CP/SP77938	AC633660
CP/SP77975	AD254856
CP/SP77992	AB430496
CP/SP78129	AC746571
CP/SP78518	6248507
CP/SP78566	AC754621
CP/SP78843	9306542
CP/SP78875	6221328
CP/SP79678	AD344481
CP/SP80022	AF892778
CP/SP80345	AD866511
CP/SP80522	AD511455

DELETE

I am authorised to
make the alteration -
SHE E

BRIAN WHATEAS - ASERID

Page 9 of 11
~~Page 66 of 68~~

Title reference	Dealing number
CP/SP8093	AA706071
CP/SP81128	AE443377
CP/SP81412	AE236181
CP/SP81899	AE634486
CP/SP82279	AE596221
CP/SP82487	AE553825
CP/SP82837	AF41550
CP/SP82954	AF175349
CP/SP83116	AF103591
CP/SP83285	AB695506
CP/SP83833	7936341
CP/SP83861	AF524775
CP/SP84416	7850694
CP/SP84574	AF858620
CP/SP84632	AF75450
CP/SP84812	AF935752
CP/SP85105	AG94996
CP/SP86011	AB279908
CP/SP88677	AE554875
CP/SP88677	AE554876

DELETE

DELETE

Title reference	Dealing number
CP/SP88678	AE554874
CP/SP89873	AA29372
CP/SP9392	6103500
CP/SP9414	AG56747
D/373329	5043142
F/27893	AB540954
G/419941	AC894693
X/420706	AC455958

I am authorised to
make the alterations.

Brian
BRIAN WATERS - RSEALD

Form: 1SCH
Release: 1.0

**CONSOLIDATION/
CHANGE OF BY-LAWS**

New South Wales
Strata Schemes Management Act 2015
Real Property Act 1900



AM164252B

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.

(A) TORRENS TITLE	For the common property CP/SP64146		
(B) LODGED BY	Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any LLPN 135495M Bylaw Plus PO Box 6594 North Ryde NSW 2113 Mobile 0409973052 Reference: WSM1008	CODE CH
	379T		

- (C) The Owners-Strata Plan No. 64146 certify that pursuant to a resolution passed on 1/2/2017 and
- (D) in accordance with the provisions of section 142 of the Strata Schemes Management Act 2015 (NSW) the by-laws are changed as follows—
- (E) Repealed by-law No. NOT APPLICABLE
Added by-law No. BY-LAW 37: SIGNAGE
Amended by-law No. NOT APPLICABLE
as fully set out below:
See Annexure "A"

- (F) A consolidated list of by-laws affecting the above mentioned strata scheme and incorporating the change referred to at Note (E) is annexed hereto and marked as Annexure "A"
- (G) The seal of The Owners-Strata Plan No. 64146 was affixed on 15. 02. 17 in the presence of the following person(s) authorised by section 273 Strata Management Act 2015 to attest the affixing of the seal:

Signature: *Simon Wicks*

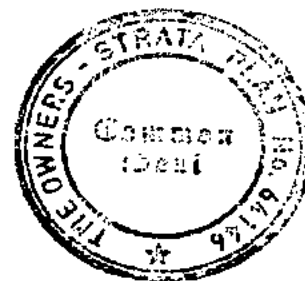
Name: SIMON WICKS

Authority: STRATA MANAGER

Signature: *Robert Crosbie*

Name: Robert Crosbie

Authority: Strata Manager



ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1612

AA64767

Page 1 of 2

off - SG
7647514 AFA86724

AS157424

Annexure: "A" to CONSOLIDATION/CHANGE OF BY-LAWS

Parties:

SP64146/Waratah Strata Management/Bylaw Plus

Dated: 1 February 2017

EXCLUSIVE USE BY-LAW 37: SIGNAGE

Resolved that the Owners Corporation SPECIALLY RESOLVES pursuant to section 142 of the Strata Schemes Management Act 2015 (NSW) for the purpose of the control, management, administration, use or enjoyment of the lots and common property of the strata scheme, to make the following additional Exclusive Use by-law regulating the current and future conduct of all lot owners or occupants signage installations in the strata scheme:

1. That the individual owners of Lots 1-30 shall be entitled to the exclusive use of an area of common property directly above the warehouse door outside of their respective lot for the purpose of erecting a sign subject to the following conditions:

- a) All signs must fit within an area no wider than the width of the warehouse door with a minimum distance of 200mm from the top of the sign to the bottom edge of the window above and a minimum distance of 200mm from the bottom of the sign to the top of the warehouse door below, as per annexure 'A'.
- b) That signs may be made of durable materials.
- c) That all signage is to be installed and centred across the advertised lot only.
- d) All signage be subject to a limited colour palette, which will complement the existing colour scheme of the building.
- e) That a common metallic finish be used on all borders.
- f) That the letters on the sign should protrude no more than 10mm.
- g) That the lot owner be responsible for all application, installation and maintenance costs, and to reinstate the area to the previous condition within 30 days of the premises being vacated.
- h) The signs shall always be maintained in a good condition by the lot owner.
- i) No feature of any sign to be illuminated with any electrical lighting feature.
- j) That the lot owner shall arrange Public Liability Insurance in respect of such signage with a minimum limit of \$10,000,000
- k) That a written application for all signs be submitted to the Strata Committee for approval prior to installation.
- l) That all signs must be approved by Ryde Council prior to installation.
- m) If there is any default in the performance of any term or condition of this By-Law and such default continues for a period of fourteen (14) days after notice thereof is given to the Owner by the Secretary of the Owners Corporation in writing, then the rights and privileges conferred by this By-Law may thereafter be terminated by an ordinary resolution of the Executive Committee of the Owners Corporation.

The seal of the Owners Strata Plan Number 64146 on affixed on 15/02/2017 in the presence of the following person authorised by section 273 of the Strata Management Act 2015 to attest the fixing of the seal:

Signature: *Simon Wicks*

Name: SIMON WICKS

Authority: STRATA MANAGER



Annexure: "A" to CONSOLIDATION/CHANGE OF BY-LAWS

Parties:

SP64146/Waratah Strata Management/Bylaw Plus

Dated: 1 February 2017

2. That the individual owners of Lots 31-37 shall be entitled to the exclusive use of an area of common property directly above the entrance of their respective lot for the purpose of erecting a sign subject to the following conditions:

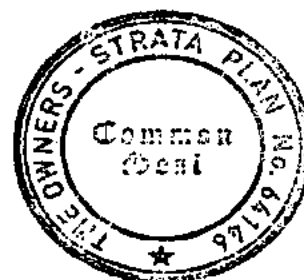
- a) All signs must fit within an area no wider than the width of the unit entrance and no lower than top of the glass panels below, as per annexure 'B'.
- b) That signs may be made of durable materials.
- c) That all signage is to be installed and centred across the advertised lot only.
- d) All signage be subject to a limited colour palette, which will complement the existing colour scheme of the building.
- e) That a common metallic finish be used on all borders.
- f) That the letters on the sign should protrude no more than 10mm.
- g) That the lot owner be responsible for all application, installation and maintenance costs, and to reinstate the area to the previous condition within 30 days of the premises being vacated.
- h) The signs shall always be maintained in a good condition by the lot owner.
- i) No feature of any sign to be illuminated with any electrical lighting feature.
- j) That the lot owner shall arrange Public Liability Insurance in respect of such signage with a minimum limit of \$10,000,000
- k) That a written application for all signs be submitted to the Strata Committee for approval prior to installation.
- l) That all signs must be approved by Ryde Council prior to installation.
- m) If there is any default in the performance of any term or condition of this By-Law and such default continues for a period of fourteen (14) days after notice thereof is given to the Owner by the Secretary of the Owners Corporation in writing, then the rights and privileges conferred by this By-Law may thereafter be terminated by an ordinary resolution of the Executive Committee of the Owners Corporation.

The seal of the Owners Strata Plan Number 64146 on affixed on 15/1/2017 in the presence of the following person authorised by section 273 of the Strata Management Act 2015 to attest the fixing of the seal:

Signature: Simon Wicks

Name: SIMON WICKS

Authority: STRATA MANAGER



WARATAH

Strata  Management

Address: P.O. Box 125, Eastwood NSW 2122 Phone: 02 9114 9599 Fax: 02 9114 9598
Email: enquiry@waratahstrata.com.au Web: www.waratahstrata.com.au

After Hours Emergencies 1300 730 214
(Before 9am – After 5pm, Weekends and Public Holidays)

By-Law for SP 64146

Talavera Business Centre

1 Talavera Road

NORTH RYDE NSW 2113

By law 1 Vehicles

An owner or occupier of a lot must not park or stand any motor or other vehicle on common property or permit any invitees of the owner or occupier to park or stand any motor or other vehicle on common property except with the prior written approval of the owners corporation.

By law 2 Obstruction of Common Property

An owner or occupier of a lot must not obstruct lawful use of common property by any person except on a temporary and non-recurring basis. For the purpose of this by law temporary shall mean not more than one hour.

By law 3 Damage to Common Property

3(1) An owner or occupier of a lot must not mark, paint, drive nails or screws or the like into, or otherwise damage or deface, any structure that forms part of the common property except with the prior written approval of the owners corporation.

3(2) An approved given by the owners corporation under subclause (1) cannot authorise any additions to the common property.

3(3) This by law does not prevent an owner or person authorised by an owner from installing

- Any locking or other safety device for protection of the owner's lot against intruders or to improve safety within the owner's lot; or
- Any screen or other device to prevent entry of animals or insects on the lot, or
- Any sign to advertise the activities of the occupier of the lot if the owners corporation has specified location for such signs and that sign is installed in the specified location, or
- Any device used to affix decorative items to the internal surfaces of walls in the owner's lot.

3(4) Any such locking or safety device, screen, other device or sign must be installed in a competent and proper manner and must have an appearance, after it has been installed, consistent with any guidelines established by the owners corporation about such installations or, in the absence of guidelines in keeping with the appearance of the rest of the building.

3(5) Despite section 62, the owner of a lot must:

- Maintain and keep in a state of good and serviceable repair any installation referred to in its subclause 3(3) that forms part of the common property and that services the lot, and
- Repair any damage caused to any part of the common property by the installation or removal of any locking or safety device, screen, other device or sign referred in subclause 3(3) that forms part of the common property and that services the lot.

By law 4 Children on Common Property

An owner or occupier of a lot must not permit any child of whom the owner or occupier has control to remain on common property, unless accompanied by an adult exercising control. For the purposes of these by laws a child shall be a person under the age of 14 years.

By law 5 Behaviour of owners, occupiers and invitees

5(1) An owner or occupier of a lot must take all reasonable steps to ensure that invitees of the owner or occupier do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or any person lawfully using common property.

5(2) An owner or occupier of a lot when on common property must not behave in a manner likely to cause offense or embarrassment to the owner or occupier of another lot or to any person lawfully using common property.

By law 6 Depositing Rubbish and other material on common property

An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material or

discarded item except with the written approval of the owners corporation.

By law 7 Cleaning windows and doors

An owner or occupier of a lot must keep clean all exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property, unless:

- The owners corporation resolved that it will keep the glass or specified part of the glass clean, or
- That glass or part of the glass cannot be accessed by the owner or occupier of the lot safely or at all.

By law 8 Garbage disposal

8(1) The owners corporation shall provide each lot with the disposal of 110 litres of uncontaminated, clean and domestic waste twice weekly.

8(2) The owners corporation will provide containers for the removal of the waste as contained in 8(1) which the owner or occupier shall keep in a clean condition.

8(3) The owners corporation may require the owner or occupier to follow recycling guidelines from time to time for the removal of waste as contained in 8(1).

8(4) The owner or occupier of each lot shall make their own arrangements for the removal of contaminated, hazardous or industrial waste in accordance with environmental requirements pertaining to that waste.

8(5) In the event that the owner or occupier of a lot requires uncontaminated, clean or domestic waste in excess of that contained in 8(1) removed, that owner or occupier may contract with the owners corporation for its removal upon terms and conditions agreed between them.

By law 9 Appearance of lot

The owner or occupier of a lot must not, without the prior written approval of the owners corporation, maintain within the lot anything visible from outside the lot that, viewed from outside the lot, is not in keeping with the rest of the building.

By law 10 Change in use of lot to be notified

An occupier of a lot must notify the owners corporation if the occupier changes the existing use of the lot in a way that may affect the insurance premiums for the strata scheme (for example, if the change of use results in a hazardous activity being carried on the lot).

By law 11 Preservation of fire safety

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

By law 12 Prevention of hazards

The owner or occupier of a lot must not do any thing or permit any invitees of the owner or occupier to do any thing on the lot or common property that is likely to create a hazard or danger to the owner or occupier of another lot or any person lawfully using the common property.

By law 13 provision of amenities and services

13(1) The owners corporation may, by special resolution, determine to enter into arrangements for the provision of the following

amenities or services to one or more of the lots, or to the owners or occupiers of one or more of the lots:

- a. security services
- b. promotional services
- c. cleaning
- d. garbage disposal and recycling services
- e. electricity, water or gas supply
- f. telecommunications services (for example cable television)
- g. advertising

13(2) If the owners corporation makes a resolution referred to in subclause (1) to provide an amenity or service to a lot or to the owner of a lot, it must indicate in the resolution the amount for which, or the conditions on which, it will provide the amenity or service. Note Section 111 of the Act provides that an owners corporation may enter into an agreement with an owner or occupier of a lot for the provision of amenities or services by it to the lot or to the owner or occupier.

By law 14 Moving of objects on or through common property
An owner or occupier of a lot must not transport any large objects or deliveries to or from the lot through or on common property other than as specified, by resolution, by the owners corporation.

By law 15 Control of use of facilities

15(1) The owners corporation may, by special resolution determine, if it considers the determination is appropriate for the control, management, administration, use and enjoyment of the lots or the common property of the strata scheme, that facilities situated on the common property may be used only during certain times and on certain conditions.

15(2) An owner or occupier of a lot must comply with a determination referred to in subclause 15(1).

By law 16 Appointment of Manager

In addition to any other powers or authorities conferred on it by law or under these by laws, the owners corporation has the power and authority to appoint and enter into an agreement with a manager to provide for the management, control and administration of the building comprising the lots and the common property.

By law 17 Water Usage

Where required by the owners corporation, the proprietor of a lot shall, at its own cost and expense, procure the installation of a water meter on the proprietor's lot to measure the volume of water used by the occupier of a lot.

By law 18 Insurance Premium

An owner or occupier of a lot must not without prior written consent of the owners corporation do or permit anything to be done which may invalidate, suspend or increase the premium for any insurance policy effected by the owners corporation.

By law 19 Compliance with laws

19(1) An owner or occupier of a lot must at the owner's or occupier's own expense promptly comply with all laws relating to the lot including, without limitation, any requirement, notice or order of any Government Agency.

19(2) An owner or occupier of a lot must not use the lot for any purpose that may impugn the good reputation of the strata scheme.

By law 20 Condition of a lot

An owner or occupier of a lot must keep the lot clean and in good repair.

By law 21 Notification of defects

An owner or occupier of a lot must promptly notify the owners corporation (or if appointed, the managing agent) of any damage to or defect in the common property or any personal property vested in the owners corporation.

By law 22 Compensation to owners corporation

An owner or occupier of a lot will be liable to compensate the owners corporation in respect of any damage to the common property or personal property vested in the owners corporation caused by that owner or occupier or any licensee or invitee of that owner or occupier.

By law 23 Noise

An owner or occupier of a lot must ensure that noise arising from the occupation of that lot is not audible to other owners or occupiers so that it intrudes on the peaceful enjoyment of their lot.

By law 24 Fumes

An owner or occupier of a lot must ensure that odorous and/or noxious fumes arising from their occupation of their lot does not intrude upon another lot or the common property. Owners and occupiers shall comply with environmental rules and guidelines prescribed by any governmental agency in relation to such emissions.

By law 25 Air conditioning

Each lot is granted exclusive use rights over the air conditioning plant and associated pipes and ducts supplying that lot subject to the owner of each lot in relation to their lot:

- a. Maintaining the air conditioning in good working order.
- b. Ensuring that servicepersons do not damage the roof material when accessing the air conditioning.
- c. The lot owner shall replace the air conditioning when the owners corporation advises that the plant is in a dilapidated state.
- d. Shall the lot owner not replace such equipment then the owners corporation may replace or remove such equipment at the cost of the owner.
- e. When replacing the plant the owner shall ensure that all materials used are compatible with the roof material and shall not cause damage thereto.

By law 26 Use

No owner or occupier of a lot except for lot 31 may use their lot as a café, restaurant or other business for the sale of food whether eat in or take away.

By law 27 Exclusive Use Lot 31

The owner for the time being of Lot 31 and the persons authorised by him are entitled to the special privilege to use that lot as a café and for the purpose of that special privilege:

- (a) To fit out the lot and make such minor alteration to the common property walls, floors and ceilings enclosing the lots as are reasonably necessary;
- (b) The right to connect to equipment and services, (including grease trap and exhaust fan) for all purposes necessary to that use;

On the following conditions:

- (i) He remains responsible for the maintenance and keeping a state of good and serviceable repair any common property affected by rights conferred by this by law;
- (ii) He obtains all necessary development and other approvals from Ryde Council or any other relevant Government agencies to the fitting out of the lot and the use of the lot and must also comply with the requirements of the owners corporation in this regard;
- (iii) Any works or connections permitted by this by law must be carried out in such a way as to minimise disruption to any owner or occupier of another lot;
- (iv) He indemnified the owners corporation from and against all claims, demands and liabilities of any kind which may arise in respect of any damage to any property or death of or injury to any person arising out of the exercise of the rights conferred by this by law.

By law 28 Reimbursement to Owners Corporation

a. Where in the reasonable opinion of the owners corporation, the use of any lot or lots subjects the owners corporation to expenditure of or a degree of expenditure which is not common to all other lots or substantially in accordance with their respective unit entitlements, the owners corporation may give written notice to the owner or owners of such lots giving particulars of the amount by which the expenditure for that lot or those lots exceeds the expenditure referable to all other lots having regard to their respective unit entitlements and may thereafter recover from the owners of the lots concerned the amount of such excess.

b. The owners corporation may recover the excess referred to in subclause 28(a) from the owners concerned as a debt.

Special by law 28

The owner, for the time being, of the lot designated in the schedule below is entitled to exclusive use and enjoyment of that part of the common property indicated in the schedule and designated on the attached plan (the 'car parking spaces') on the following terms and conditions:

- a. The car parking spaces may only be used for the parking of motor vehicles.
- b. No mechanical or other repairs shall be undertaken on the car parking spaces.
- c. The owners corporation shall be responsible for the proper maintenance of, and keeping in a state of good and serviceable repair, the common property comprising the car parking spaces.

Schedule

Lot Number	Car Space Number
7	A
9	B
10	C
27	D
28	E
32	F and G

Plan available upon request.

By law 29

The owners corporation in addition to the powers and authorities conferred upon it by or under the Act or elsewhere in these by laws shall have the power and authority to acquire, construct and install subject to the prior approval of all necessary municipal and statutory authorities and using only qualified tradespeople:-

- A motorised gate on the driveway;
- Key or card operated barriers to the common property, including without being limited to the driveway and other gates or entrances
- Surveillance cameras
- Perimeter fencing.

By law 30

The executive committee of the owners corporation may take all reasonable steps to ensure the security of the parcel and the owners corporation personal property and the observance of these by laws and without limiting the generality of the foregoing may:-

- Close off any part of the common property not required for ingress or egress to a lot or car parking space on either a temporary or permanent basis or otherwise restrict the access to or use by proprietors or occupiers of any such part of the common property.
- Permit any designated part of the common property to be used by any security person, firm or company (to the exclusion of owners and occupiers generally) as a means of monitoring the security and general safety of the parcel,
- obtain, install and maintain locks, alarms, communication systems, cameras and other security devices, and
- Employ or engage a security guard or guards.

By law 31

If the executive committee of the owners corporation in the exercise of any of its powers under these by laws restricts the access of owners or occupiers to any part of the common property by means of any lock or similar security device it may make such number of keys or operating systems as it determines available to owners free of charge and thereafter may at its discretion make additional numbers thereof available to owners upon payment of such reasonable charge therefore as may be determined from time to time by the executive committee.

By law 32

An owner of a lot to whom any key or any operating system is given pursuant to these by laws shall exercise a high degree of caution and responsibility in making the same available for use by any occupier of a lot and shall take reasonable precautions (which shall include an appropriate covenant in any lease or licence of a lot to any such occupier) to ensure return thereof to the owner or the owners corporation upon the occupier ceasing to be an occupier.

By law 33

An owner or occupier of a lot into whose possession any key or operating system referred to in these by laws has come shall not without the prior approval in writing of the owners corporation duplicate the same or cause or permit the same to be duplicated and take all reasonable precautions to ensure that the same is not lost or handed to any person other than another owner or occupier and is not disposed of otherwise than by returning it to the owners corporation.

By law 34

An owner or occupier of a lot who is issued with a key or operating system referred to in these by laws shall immediately notify the owners corporation if the same is lost or misplaced.

By law 35

"That Lot 15 be granted special privilege to install gas bottles upon common property subject to the following conditions:

- That they be installed and maintained in accordance with all hazardous material legislation applicable.
- That upon the owner of the lot ceasing to own the subject lot they be removed and the area made good."

Special By Law 1 Subdivision of Lot 31

That the Owners Corporation consent to registration of a Plan of subdivision of Lot 31 in the strata plan generally in accordance with the Plan marked Annexure "A" and create Lots 66 and 67, subject to the following conditions:

- That the owner of Lot 31 (66 & 67) bears all costs and expenses associated with approval and registration of the plan.
- That the owner of Lot 31 (66 & 67) satisfies at the owner's expense all conditions of approval imposed by any relevant authority.
- That the owner of Lot 31 (66 & 67) accept responsibility for any changes and future maintenance to the associated services (electrical, plumbing, etc) available to these subdivisions.

Plan available upon request.

EXCLUSIVE USE BY-LAW 37: SIGNAGE

Resolved that the Owners Corporation SPECIALLY RESOLVES pursuant to section 142 of the Strata Schemes Management Act 2015 (NSW) for the purpose of the control, management, administration, use or enjoyment of the lots and common property of the strata scheme, to make the following additional Exclusive Use by-law regulating the current and future conduct of all lot owners or occupants signage installations in the strata scheme:

- That the individual owners of Lots 1-30 shall be entitled to the exclusive use of an area of common property directly above the warehouse door outside of their respective lot for the purpose of erecting a sign subject to the following conditions:

- All signs must fit within an area no wider than the width of the warehouse door with a minimum distance of 200mm from the top of the sign to the bottom edge of the window above and a minimum distance of 200mm from the bottom of the sign to the top of the warehouse door below, as per annexure 'A'.
- That signs may be made of durable materials.
- That all signage is to be installed and centred across the advertised lot only.
- All signage be subject to a limited colour palette, which will complement the existing colour scheme of the building.
- That a common metallic finish be used on all borders.
- That the letters on the sign should protrude no more than 10mm.
- That the lot owner be responsible for all application, installation and maintenance costs, and to reinstate the area to the previous condition within 30 days of the premises being vacated.
- The signs shall always be maintained in a good condition by the lot owner.
- No feature of any sign to be illuminated with any electrical lighting feature.
- That the lot owner shall arrange Public Liability Insurance in respect of such signage with a minimum limit of \$10,000,000
- That a written application for all signs be submitted to the Strata Committee for approval prior to installation.
- That all signs must be approved by Ryde Council prior to installation.
- If there is any default in the performance of any term or condition of this By-Law and such default continues for a period of fourteen (14) days after notice thereof is given to the Owner by the Secretary of the Owners Corporation in writing, then the rights and privileges conferred by this By-Law may thereafter be terminated by an ordinary resolution of the Executive Committee of the Owners Corporation.


- That the individual owners of Lots 31-37 shall be entitled to the exclusive use of an area of common property directly above the entrance of their respective lot for the purpose of erecting a sign subject to the following conditions:

- All signs must fit within an area no wider than the width of the unit entrance and no lower than top of the glass panels below, as per annexure 'B'.
- That signs may be made of durable materials.
- That all signage is to be installed and centred across the advertised lot only.
- All signage be subject to a limited colour palette, which will complement the existing colour scheme of the building.
- That a common metallic finish be used on all borders.
- That the letters on the sign should protrude no more than 10mm.
- That the lot owner be responsible for all application, installation and maintenance costs, and to reinstate the area to the previous condition within 30 days of the premises being vacated.
- The signs shall always be maintained in a good condition by the lot owner.
- No feature of any sign to be illuminated with any electrical lighting feature.

- j) That the lot owner shall arrange Public Liability Insurance in respect of such signage with a minimum limit of \$10,000,000
- k) That a written application for all signs be submitted to the Strata Committee for approval prior to installation.
- l) That all signs must be approved by Ryde Council prior to installation.
- m) If there is any default in the performance of any term or condition of this By-Law and such default continues for a period of fourteen (14) days after notice thereof is given to the Owner by the Secretary of the Owners Corporation in writing, then the rights and privileges conferred by this By-Law may thereafter be terminated by an ordinary resolution of the Executive Committee of the Owners Corporation.

SIGNATURES AND SEALS ONLY

OF WHITFORDS BEACH
PTY. LIMITED WAS
HEREUNTO APPROVED
IN ACCORDANCE WITH
ITS ARTICLES OF
ASSOCIATION IN THE
PRESENCE OF:



~~Pharmaceutical~~ | ~~SECURITY~~

Discography

NAME (PRINT)

NATURE (PRIMA)

[illegible]

NO	BEARING	DISTANCE	ARC	RADIUS	CHORD	BEARING	DISTANCE	ARC	RADIUS
1	310° 59' 30"	11.905	0.04	116.6	13.49	13° 37'	72.03	29.86	195
2	322° 32'	0.04	0.04	116.6	13.49	172° 08' 30"	13.49	13.75	195
3	322° 32' 30"	13.49	13.49	116.6	13.49	325° 09' 40"	17.03	12.695	195
4	336° 06' 30"	8.215	8.215	12.54	14.75	118° 44' 30"	13.75	13.975	21.5
5	15° 19'	18.035	18.035	16.2	11	167° 46' 50"	89.55	93.815	89
6	40° 59' 30"	5.21	0.095	82.5	19	192° 58' 40"	6.5	15.005	32.405
7	40° 59' 30"	5.215	33.195	82.5	20	320° 59' 30"	12.955	12.955	195
8	17° 58' 40"	9.785	112.87	109	22	249° 19' 19"	10.925	11.305	119.5
9	348° 18' 40"	107.9	19.275	21.75	25	287° 48' 30"	5.86	5.51	14.94
10	348° 18' 40"	107.9	19.275	21.75	25	287° 48' 30"	5.86	5.51	14.94
11	314° 53' 40"	26.965	27.895	19.5	26	291° 57' 34"	25.16		
12	314° 53' 40"	26.965	27.895	19.5	26	291° 57' 34"	25.16		

DIAGRAM 2: 1:250

RIGHT OF WAY EASEMENT FOR ELECTRICITY PURPOSES VAR. WD. (X 316516)

SUBSTATION PREMISES N° 6268 (X 316510)

[illegible]





Infotrack Pty Ltd
Dx 578
SYDNEY NSW 2001

Issue Date: 27 October 2023
Certificate No: PLN2023/4803
Your Ref: 2231594

PLANNING CERTIFICATE SECTION 10.7

NSW Environmental Planning and Assessment Act 1979 ('Act')

Property Address: 66/1 Talavera Rd MACQUARIE PARK NSW 2113

Legal Description: Lot 66 SP 91818

Property Reference: 550220

Land Reference: 58078

INFORMATION PROVIDED PURSUANT TO SECTION 10.7(2) OF THE ACT AND SCHEDULE 2 OF THE ENVIRONMENTAL PLANNING AND ASSESSMENT REGULATION 2021

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

a) LOCAL ENVIRONMENTAL PLANS

Ryde Local Environment Plan 2014

b) PROPOSED LOCAL ENVIRONMENTAL PLANS that are or have been the subject of community consultation or public exhibition under the Act.

NIL

c) DEVELOPMENT CONTROL PLANS

City of Ryde Development Control Plan 2014

d) DRAFT DEVELOPMENT CONTROL PLANS that are or have been the subject of community consultation or public exhibition under the Act.

NIL

e) STATE ENVIRONMENTAL PLANNING POLICIES

State Environmental Planning Policy No 65 - Design Quality of Residential Apartment Development.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

State Environmental Planning Policy (Biodiversity and Conservation) 2021

State Environmental Planning Policy (Housing) 2021

State Environmental Planning Policy (Industry and Employment) 2021

State Environmental Planning Policy (Planning Systems) 2021

State Environmental Planning Policy (Precincts - Eastern Harbour City) 2021

State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Sustainable Buildings) 2022

f) PROPOSED STATE ENVIRONMENTAL PLANNING POLICIES that are or have been the subject of community consultation or public exhibition under the Act.

NIL

Note: Specific constraints and zoning of the land may affect the applicability of certain provisions within the Policies listed above.

2. ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

(a) ZONING AND ZONING TABLE UNDER RYDE LOCAL ENVIRONMENTAL PLAN 2014

Ryde Local Environmental Plan 2014 - Zone E3 - Productivity Support

1 Objectives of zone

- To provide a range of facilities and services, light industries, warehouses and offices.
- To provide for land uses that are compatible with, but do not compete with, land uses in surrounding local and commercial centres.
- To maintain the economic viability of local and commercial centres by limiting certain retail and commercial activity.
- To provide for land uses that meet the needs of the community, businesses and industries but that are not suited to locations in other employment zones.
- To provide opportunities for new and emerging light industries.
- To enable other land uses that provide facilities and services to meet the day to day needs of workers, to sell goods of a large size, weight or quantity or to sell goods manufactured on-site.
- To promote sustainable development, including public transport and working environments.
- To encourage industries involved in research and development.

2 Permitted without consent

Home occupations

3 Permitted with consent

Animal boarding or training establishments; Boat building and repair facilities; Building identification signs; Business identification signs; Business premises; Centre-based child care facilities; Community facilities; Depots; Function centres; Garden centres; Hardware and building supplies; Hotel or motel accommodation; Industrial retail outlets; Industrial training facilities; Information and education facilities; Landscaping material supplies; Light industries; Local distribution premises; Markets; Mortuaries; Neighbourhood shops; Office premises; Oyster aquaculture; Passenger transport facilities; Places of public worship; Plant nurseries; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Research stations; Respite day care centres; Rural supplies; Service stations; Specialised retail premises; Storage premises; Take away food and drink premises; Tank-based aquaculture; Timber yards; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Warehouse or distribution centres; Wholesale supplies; Any other development not specified in item 2 or 4.

4 Prohibited

City of Ryde

Agriculture; Air transport facilities; Airstrips; Amusement centres; Boat launching ramps; Boat sheds; Camping grounds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Eco-tourist facilities; Electricity generating works; Entertainment facilities; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home-based child care; Home businesses; Home occupations (sex services); Industries; Jetties; Marinas; Mooring pens; Moorings; Open cut mining; Port facilities; Registered clubs; Residential accommodation; Resource recovery facilities; Restricted premises; Retail premises; Rural industries; Sewerage systems; Sex services premises; Signage; Tourist and visitor accommodation; Transport depots; Truck depots; Waste disposal facilities; Water recreation structures; Water supply systems.

(b) ZONING AND ZONING TABLE UNDER STATE ENVIRONMENTAL PLANNING POLICY

NIL

(c) ADDITIONAL PERMITTED USES APPLY TO THE LAND

Schedule 1 - Additional Permitted Uses

Use of certain land in Zone E3

(1) This clause applies to land identified as "Area 4" on the Key Sites Map.

(2) Development for the purposes of registered clubs or restaurants or cafes is permitted with development consent.

(d) DEVELOPMENT STANDARDS FOR THE ERECTION OF A DWELLING HOUSE

No development standards under the Local Environment Plan apply to the land that fix minimum land dimension for the erection of a dwelling house on the land.

(e) AREA OF OUTSTANDING BIODIVERSITY VALUE UNDER THE BIODIVERSITY CONSERVATION ACT 2016

No. The land does not include an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016.

(f) CONSERVATION AREA (however described)

No. The land has not been identified as being within a heritage conservation area under the Local Environment Plan.

(g) ITEMS OF ENVIRONMENTAL HERITAGE (however described)

No. An item of environmental heritage is not situated on the land under the Local Environmental Plan.

OTHER PRESCRIBED INFORMATION

3. CONTRIBUTIONS PLANS

The name of each contributions plan applying to the land:

- City of Ryde Section 7.11 Development Contributions Plan 2020.
- City of Ryde Fixed Rate Levy (Section 7.12) Development Contributions Plan 2020.

The name of the area if the land is in a special contributions area:

NIL

4. COMPLYING DEVELOPMENT

- (1) If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes)* 2008, because of that Policy, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.

City of Ryde

- (2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land, a statement that—
 - (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Agritourism and Farm Stay Accommodation Code, Rural Housing Code, Greenfield Housing Code and Inland Code

The Agritourism and Farm Stay Accommodation Code, Rural Housing Code, Greenfield Housing Code and Inland Code **do not apply** to this Local Government Area.

Housing Code, Low Rise Housing Diversity Code, Industrial and Business Building Code, Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, General Development Code, Demolition Code, Fire Safety Code, and Container Recycling Facilities Code

Housing Code, Low Rise Housing Diversity Code, Industrial and Business Building Code, Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, General Development Code, Demolition Code, Fire Safety Code, and Container Recycling Facilities Code **do apply** to this Local Government Area.

Clause 1.17A(1)(c) to (e), (2), (3) and (4); 1.18(1)(c3); and 1.19 of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* determine the extent to which complying development **may** or **may not** be carried out on land in response to the provisions of those clauses.

Refer to **Appendix 1** for detail on what codes **may** or **may not** allow complying development on the land.

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land. Despite any statement preventing the carrying out of complying development in the Codes listed in Appendix 1, complying development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

5. EXEMPT DEVELOPMENT

- (1) If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*, because of that Policy, clause 1.16(1)(b1)–(d) or 1.16A.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that—
 - (a) a restriction applies to the land, but it may not apply to all of the land, and

- (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.

- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

General Exempt Development Code, Advertising and Signage Exempt Development Code, and Temporary Uses and Structures Exempt Development Code

General Exempt Development Code, Advertising and Signage Exempt Development Code, and Temporary Uses and Structures Exempt Development Code **do apply** to this Local Government Area.

Clause 1.16(1)(b1)–(d) or 1.16A of the *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008* determine the extent to which exempt development **may** or **may not** be carried out on land in response to the provisions of those clauses.

Refer to **Appendix 2** for detail on what codes **may** or **may not** allow exempt development on the land.

Note: All Exempt and Complying Development Codes: Council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land. Despite any statement preventing the carrying out of exempt development in the Codes listed in Appendix 2, exempt development may still be carried out providing the development is not on the land affected by the exclusion and meets the requirements and standards of *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*.

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

- (1) Whether Council is aware that-

- (a) an affected building notice is in force in relation to the land, or

NO

- (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or

NO

- (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.

NO

- (2) In this section:

Affected building notice has the same meaning as in Part 4 of the Building Products (Safety) Act 2017.

Building product rectification order has the same meaning as in the Building Products (Safety) Act 2017.

7. LAND RESERVED FOR ACQUISITION

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15

No Environmental Planning Instrument applying to the land provides for the acquisition of the land by a public authority as referred to in Section 3.15 of the Act.

8. ROAD WIDENING AND ROAD REALIGNMENT

Whether or not the land is affected by any road widening or road realignment.

The land is not affected by any road widening or road realignment under:

- (a) Division 2 of Part 3 of the Roads Act 1993, or
- (b) any environmental planning instrument, or
- (c) any resolution of Council.

9. FLOOD RELATED DEVELOPMENT CONTROLS

(1) Whether or not the land or part of the land is within the flood planning area and subject to flood related development controls - **YES**

(2) Whether or not the land or part of the land is between the flood planning area and the probable maximum flood and subject to flood related development controls - **YES**

(3) In this clause-

flood planning area has the same meaning as in the Floodplain Development Manual.

Floodplain Development Manual means the *Floodplain Development Manual* (ISBN 0 7347 5476 0) published by the NSW Government in April 2005.

probable maximum flood has the same meaning as in the Floodplain Development Manual.

10. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding.

- (i) landslip - NO
- (ii) bush fire - NO
- (iii) tidal inundation - NO
- (iv) subsidence - NO
- (v) acid sulphate soil - NO
- (vi) contamination – NO
- (vii) aircraft noise – NO
- (viii) salinity – NO
- (ix) coastal hazards – NO
- (x) sea level rise – NO
- (xi) any other risk (other than flooding) - NO

Note: The fact that land has not been identified as being affected by a policy to restrict development because of the risks referred to does not mean that the risk is non-existent.

Adopted policy means a policy adopted by the council, or by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

11. BUSH FIRE PRONE LAND

Is any part of the land designated as bush fire prone land by the Commissioner of the NSW Rural Fire Service under Section 10.3 of the Act?

NO

12. LOOSE-FILL ASBESTOS INSULATION

The land does NOT include any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division.

13. MINE SUBSIDENCE

The land is not declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

14. PAPER SUBDIVISION INFORMATION

- (1) The name of a development plan adopted by a relevant authority that—
 (a) applies to the land, or
 (b) is proposed to be subject to a ballot. NIL
- (2) The date of a subdivision order that applies to the land. NIL
- (3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

Note: City of Ryde does not hold any paper subdivision within the meaning of this section.

15. PROPERTY VEGETATION PLANS

The land is not subject to an approved property vegetation plan under Part 4 of the *Native Vegetation Act 2003* (that Council has been notified of).

16. BIODIVERSITY STEWARDSHIP SITES

The land is not a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016* (that Council has been notified of).

Note: Biodiversity stewardship agreements include biobanking agreements under Part 7A of the *Threatened Species Conservation Act 1995* that are taken to be biodiversity stewardship agreements under Part 5 of the *Biodiversity Conservation Act 2016*.

17. BIODIVERSITY CERTIFIED LAND

This land is not biodiversity certified land Under Part 8 of the *Biodiversity Conservation Act 2016*.

Note: Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under Part 8 of the *Biodiversity Conservation Act 2016*.

18. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

Whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land (but only if council has been notified of the order).

NO

19. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

Whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local Government Act 1993*, section 496B, for coastal protection services that relate to existing coastal protection works.

NO

Note. Existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B. Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls,
City of Ryde

revetments, groynes and beach nourishment, that existed before 1 January 2011.

20. WESTERN SYDNEY AEROTROPOLIS

Whether under *State Environmental Planning Policy (Precincts—Western Parkland City) 2021*, Chapter 4 the land is—

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Chapter, section 4.17, or
- (b) shown on the Lighting Intensity and Wind Shear Map, or
- (c) shown on the Obstacle Limitation Surface Map, or
- (d) in the “public safety area” on the Public Safety Area Map, or
- (e) in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

NO

21. DEVELOPMENT CONSENT CONDITIONS FOR SENIORS HOUSING

There are no conditions of development consent granted after 11 October 2007 in relation to the land that are of the kind set out in the *State Environmental Planning Policy (Housing) 2021*, Section 88(2), Chapter 3, Part 5.

22. SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING

(1) There is no current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, that Council is aware of, in relation to proposed development on the land.

(2) There are no conditions of development consent in relation to the land that are of a kind referred to in *State Environmental Planning Policy (Housing) 2021*, section 21(1) or 40(1), Chapter 2, Part 2, Division 1 or 5.

(3) There are no conditions of development consent in relation to the land that are of a kind referred to in *State Environmental Planning Policy (Affordable Housing) 2009*, clause 17(1) or 38(1).

Note. *Former site compatibility certificate* means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*.

Note. The following matters are prescribed by section 59(2) of the *Contaminated Land Management Act 1997* as additional matters to be specified in a planning certificate:

- (a) The land to which this certificate relates IS NOT significantly contaminated land.
- (b) The land to which this certificate relates IS NOT subject to a management order.
- (c) The land to which this certificate relates IS NOT the subject of an approved voluntary management proposal.
- (d) The land to which this certificate relates IS NOT subject to an ongoing maintenance order.
- (e) The land to which this certificate relates IS NOT subject of a site audit statement.

ADDITIONAL INFORMATION UNDER SECTION 10.7(5) OF THE ACT

Environmental planning instruments or development control plans may place restrictions on matters such as:

- i) the purpose for which buildings, works or land may be erected, carried out or used;
- ii) the extent of development permitted;
- iii) minimum site requirements; and/or
- iv) the means of vehicular access to the land.

The instruments and the plans should be examined in relation to the specific restrictions which may apply to any development which may be proposed.

Registers of Consents may be examined at Council's Customer Service Centre for particulars relating to development consents which may have been issued for the use or development of the land.

Enquiries regarding areas reserved for Classified Road and Regional Open Space should be directed to the Roads and Maritime Services and Departments of Planning and Environment respectively.

The information provided concerning the *Coastal Management Act 2016* is only to the extent that the Council has been notified by the Environment and Heritage Group of the Department of Planning and Environment.

Council has adopted by resolution a policy concerning the management of contaminated land. This policy applies to all land in the City of Ryde and will restrict development of the land if the circumstances set out in the policy prevail. Copies of the policy are available on Council's Website at www.ryde.nsw.gov.au.

FURTHER ADDITIONAL INFORMATION UNDER SECTION 10.7(5) OF THE ACT

No further additional information is available under this section with respect to this property.

Note: *The information in this certificate is current as of the date of the certificate.*

A handwritten signature in black ink, appearing to be 'Mel Fyfe', with a stylized, cursive script.

Mel Fyfe
Acting Executive Officer City Places

Appendix 1 – Complying Development

Housing Alterations Code, Industrial and Business Alterations Code, Subdivisions Code, General Development Code, Demolition Code, Fire Safety Code, and Container Recycling Facilities Code.

If any of the following statements are **YES** in response to the provisions of Clause 1.17A(1)(c) to (e), (2), (3) and (4) and 1.18(1)(c3) complying development **may not** be carried out on land under the above codes:

1.17A Requirements for complying development for all environmental planning instruments	
To be complying development for the purposes of any environmental planning instrument, the development must not:	
be on land that is, or is part of, a wilderness area (within the meaning of the <i>Wilderness Act 1987</i>) (See 1.17A(1)(c))	NO
be carried out on land that: (i) comprises an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or on which such an item is located, (ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or (iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified. (See 1.17A(1)(d))	NO
Except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area (See 1.17A(1)(e)).	NO
1.18 General requirements for complying development under this Policy	
To be complying development for the purposes of this Policy, the development must:	
Not be carried out on land that comprises, or on which there is, a draft heritage item (See 1.18(c3))	NO

Housing Code, Low Rise Housing Diversity Code, and Industrial and Business Building Code

If any of the following statements are **YES** in response to the provisions of Clause 1.17A(1)(c) to (e), (2), (3) and (4); 1.18(1)(c3); and 1.19 complying development **may not** be carried out on land under the above codes:

1.17A Requirements for complying development for all environmental planning instruments	
To be complying development for the purposes of any environmental planning instrument, the development must not:	
be on land that is, or is part of, a wilderness area (within the meaning of the <i>Wilderness Act 1987</i>) (See 1.17A(1)(c))	NO

<p>be carried out on land that:</p> <p>(i) comprises an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> or on which such an item is located,</p> <p>(ii) is subject to an interim heritage order under that Act or on which is located an item that is so subject, or</p> <p>(iii) is identified as an item of environmental heritage or a heritage item by an environmental planning instrument or on which is located an item that is so identified.</p> <p>(See 1.17A(1)(d))</p>	NO
<p>Except as otherwise provided by this Policy, be on land that is within an environmentally sensitive area (See 1.17A(1)(e)).</p>	NO
1.18 General requirements for complying development under this Policy	
To be complying development for the purposes of this Policy, the development must:	
<p>Not be carried out on land that comprises, or on which there is, a draft heritage item (See 1.18(c3))</p>	NO
1.19 Land on which complying development may not be carried out	
To be complying development specified for the Housing Code, Low Rise Housing Diversity Code, and Industrial and Business Building Code the development must not be carried out on:	
<p>Land within a heritage conservation area or a draft heritage conservation area, unless the development is a detached outbuilding, detached development (other than a detached studio) or swimming pool (See 1.19(1)(a)).</p> <p>However, any complying development under the Industrial and Business Building Code must not be carried out on land within a heritage conservation area or a draft heritage conservation area (See 1.19(5)(a)).</p>	NO
<p>Land that is reserved for a public purpose by an environmental planning instrument (See 1.19(1)(b) and 1.19(5)(b))</p>	NO
<p>Land identified on an Acid Sulfate Soils Map as being Class 1 or Class 2 (See 1.19(1)(c) and 1.19(5)(c))</p>	NO
<p>Land that is significantly contaminated land within the meaning of the <i>Contaminated Land Management Act 1997</i> (see 1.19(1)(c1) and 1.19(5)(d))</p>	NO
<p>Land identified by an environmental planning instrument as being:</p> <p>(i) within a buffer area, or</p> <p>(ii) within a river front area, or</p> <p>(iii) within an ecologically sensitive area, or</p> <p>(iv) environmentally sensitive land, or</p> <p>(v) within a protected area.(See 1.19(1)(e) and 1.19(5)(f))</p>	<p>Council does not have sufficient information to ascertain the extent of this land-based exclusion on a property</p>

Land that is identified by an environmental planning instrument, a development control plan or a policy adopted by the council as being or affected by: (i) a coastline hazard, or (ii) a coastal hazard, or (iii) a coastal erosion hazard. (see 1.19(1)(f) and 1.19(5)(g))	Council does not have sufficient information to ascertain the extent of this land-based exclusion on a property
Land in a foreshore area (see 1.19(1)(g) and 1.19(5)(h))	NO
(3A) Development specified in the Low Rise Housing Diversity Code is not complying development under that code if it is carried out on land on which there is a heritage item or a draft heritage item.	NO

Appendix 2 – Exempt Development

If any of the following statements are **YES** in response to the provisions of Clause 1.16(1)(b1)–(d), exempt development **may not** be carried out on land under the Policy.

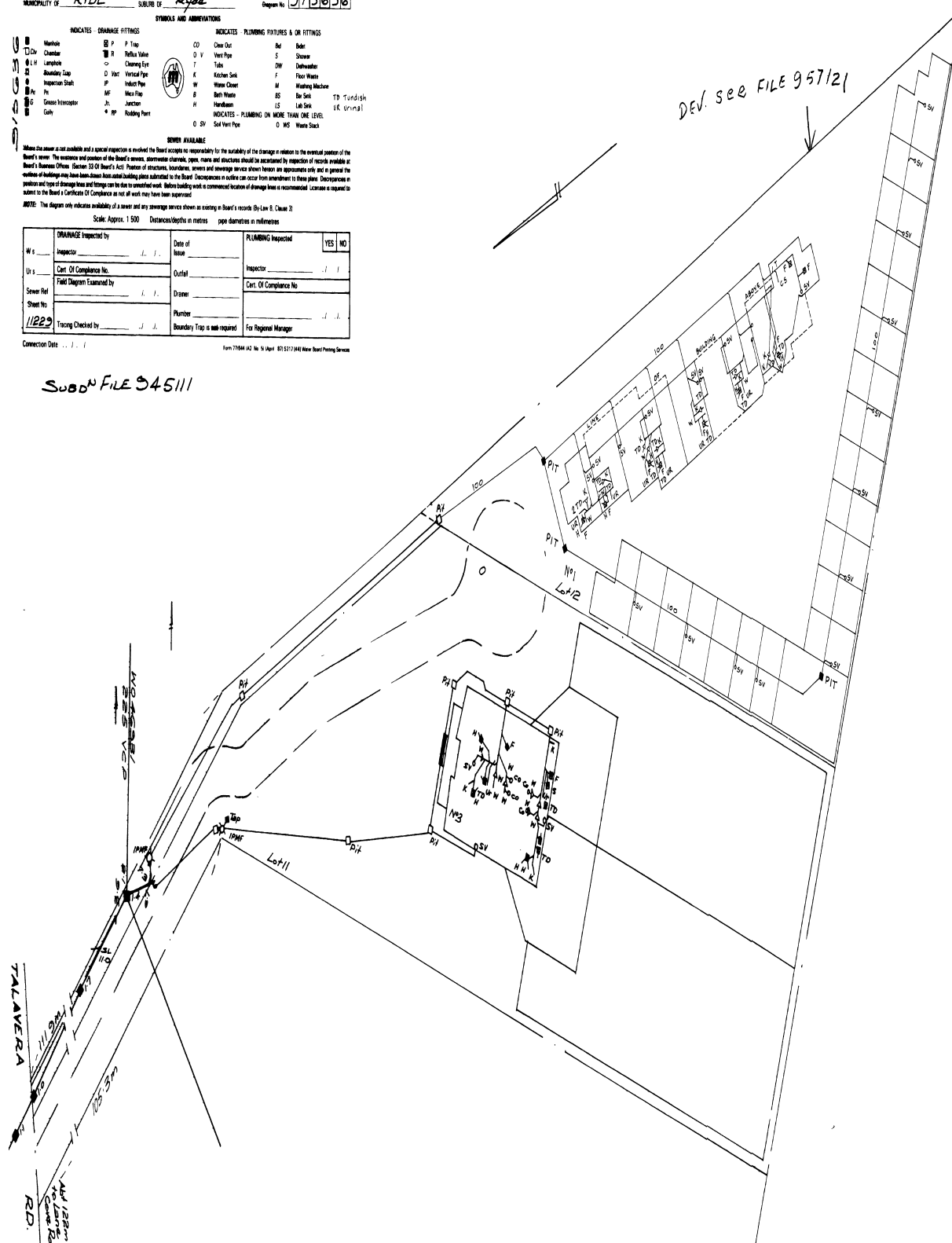
1.16 (1) (b1)-(d) General requirements for exempt development	
To be exempt development for the purposes of this Policy, the development must not be carried out on land that is:	
a declared area of outstanding biodiversity value under the <i>Biodiversity Conservation Act 2016</i> or declared critical habitat under Part 7A of the <i>Fisheries Management Act 1994</i> , and	NO
or is part of, a wilderness area (within the meaning of <i>Wilderness Act 1987</i>), and	NO
or on which there is, an item that is listed on the State Heritage Register under the <i>Heritage Act 1977</i> , or that is subject to an interim heritage order under that Act, and	NO
described or otherwise identified on a map specified in Schedule 4.	NO

Sewer Service Diagram

Application Number: 8002901748

[illegible]

SUBD^N FILE 94511



Document generated at 25-10-2023 10:30:35 AM

Disclaimer

The information in this diagram shows the private wastewater pipes on this property. It may not be accurate or to scale and may not show our pipes, structures or all property boundaries. If you'd like to see these, please buy a **Service location print**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamp hole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
Private Mains		Scour	
Potable Water Main		Reducer / Taper	
Recycled Water Main		Vertical Bends	
Sewer Main		Reservoir	
Symbols for Private Mains shown grey		Recycled Water is shown as per Potable above. Colour as indicated	

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.



COMMERCIAL LEASE

Note: Suitable for small office buildings, industrial premises and shop premises which are not the subject of the *Retail Leases Act 1994* (NSW) where the term of the lease (including the period of any option) does not exceed 3 years.

This lease is made in duplicate on _____ / _____ / _____, at _____ in the State of New South Wales.

PARTIES

Between	N.S Hannam & R.M Hannam (ABN 14 517 695 933)	Landlord
	(Name, address, ABN and email address* (see note))	
whose agent is	Balmoral Partners Pty Ltd	Agent
	(Name, business address, ABN and email address* (see note))	
and	Scitek Australia Pty Ltd (ACN 003 781 717)	Tenant
	(Name, business address, ABN and email address* (see note))	
and	Not Applicable	Guarantor
	(Name, business address, ABN and email address* (see note))	

***Note:** By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.

GST REGISTRATION

The Landlord is registered for GST ☒ Yes ☐ No
The Tenant is registered for GST ☒ Yes ☐ No

PREMISES

The Landlord leases the premises known as Unit 31/ 1 Talavera Rd, Macquarie Park NSW 2113 (address)
_____ (title reference) (Premises)
including all the Landlord's Property.

PERMITTED USE

The Premises must only be used as Office, storage, showroom, cafe/food preparation (Permitted Use).

RENT

Except as otherwise provided the rent is \$43,264.00 (excl. GST)
per annum with the first instalment equal to an amount of \$ 3,605.33 commencing on 01 / 02 / 2024 ,
and payable in advance by the Tenant on the first day of every month
to the Landlord or Agent in the form or manner as directed by the Landlord / Agent on or before the Commencing Date or as the Landlord / Agent notifies in writing to the Tenant from time to time.

TERM

The term of this lease is One (1) year
commencing on 01 / 02 / 2024 (Commencing Date) and ending on 31 / 01 / 2025 (Terminating Date).

SECURITY DEPOSIT / BANK GUARANTEE (tick applicable box)

The Security Deposit or Bank Guarantee is for an amount equal to:
☒ \$ 11,000.00 OR ☐ _____ months' rent (plus GST)
and as referred to in clause ☐ 36 or ☒ 37 (as applicable)
For a Security Deposit pursuant to clause 37, the Security Deposit will be held as follows (tick applicable box):
☐ In trust for the exclusive benefit of the Landlord by either the Landlord's Agent or the Landlord's solicitor, or
☒ Other (please specify): Held by the lessor.

OPTION

Subject to clause 26 of this lease the Landlord offers a renewal of this lease for a further term of One (1) years
and _____ months.

RENT REVIEW METHOD AND DATES

Refer to clause 27 of this lease.

HOLDING OVER

If, following the Terminating Date, the Tenant remains in occupation of the Premises with the prior written consent of the Landlord, this lease will continue as a periodic lease from month to month at a rent determined in accordance with the rent review method specified in clause 27 or, if no rent review method is specified in clause 27, at a rent to which both parties agree. If no rent review method is specified in clause 27 and the parties are unable to agree on the rent, the rent will be determined in accordance with the rent review method in clause 27B.

OUTGOINGS *Tick applicable box and specify percentage where applicable:*

☐ The Tenant's percentage of outgoings to be paid in accordance with Clause 13(i) is %.

OR

☐ The Tenant's percentage of any increases in outgoings to be paid in accordance with Clause 13(ii) is %.

OR

☐ Other (insert here any special conditions relating to outgoings):

INSURANCE

The minimum amount of cover for public liability insurance referred to in clause 11(iv) at the Commencing Date is:

☒ \$20,000,000

OR

☐ \$ (specify other amount) (tick applicable amount)

CONDITIONS

The parties agree to the conditions set out above and on the following pages and also to those conditions implied by Sections 84 and 85 of the *Conveyancing Act 1919*, which are not expressly negated or modified by this lease.

Note: It is advisable for the Tenant to insure the Tenant's own property

THE LANDLORD AGREES:**Security**

1. To ensure that the external doors and windows contain locks and/or catches that are in working order.

Use of Premises

2. To allow the Tenant to use and occupy the Premises without unreasonable interference by the Landlord or their Agent.

Rates and Taxes

3. Unless billed directly to the Tenant by a relevant authority, to pay council, water and sewerage rates, land tax and other levies promptly.

Tax Invoices

4. To issue tax invoices (where applicable) showing the Tenant's name, the address of the Premises, the ABN of the Landlord, the amount payable, the period to which the amount relates, and other such requirements as determined by the Australian Taxation Office from time to time in relation to a valid tax invoice.

THE TENANT AGREES:**Rent**

5.
 - i To pay the rent on time by equal instalments in advance (and proportionately for any part of the instalment period) in the manner that the Landlord or Agent may direct from time to time. The Tenant must pay the rent without set-off, counterclaim, withholding or deduction.
 - ii To pay, on demand, interest at the rate of 8% per annum above the base lending rate from time to time of the Commonwealth Bank of Australia (or such other institution as the Landlord may reasonably nominate), compounding monthly on any money payable under this lease to the Landlord which is not received by the Landlord by the date required under this lease. Interest payable under this clause must be calculated from and including the date the outstanding payment was due to and including the date it is actually received by the Landlord.

Consents

6. To obtain, keep current and comply with at its own expense all necessary consents that may be required from local government or other authorities to carry on their proposed business at the Premises (being a business that falls within the Permitted Use).

Charges

7. To pay all charges for utilities, including without limitation gas, electricity, telecommunications, water usage and garbage or sanitary rates or charges (as applicable), relating to the Tenant's use and occupation of the Premises.

Care and Security of Premises

8. To take care of the Premises and to keep them in a clean and secure condition, and in particular:
 - i To make no alterations or additions to the Premises, including the erection of any sign or antenna or the installation of an air-conditioning unit, solar panels or any mechanical services, without the prior written consent of the Landlord.
 - ii Not to do any decorating that involves marking, defacing or painting any part of the Premises, without the prior written consent of the Landlord.
 - iii Not to put anything down any sink, toilet or drain likely to cause obstruction or damage.
 - iv Not to keep animals on the Premises, without the prior written consent of the Landlord.
 - v To notify the Landlord promptly of any infectious disease and take all necessary steps and actions to keep the Premises free of any pest, insect or vermin.

- vi To ensure that rubbish is not accumulated on the Premises and to remove all trade refuse regularly and in a manner acceptable to the Landlord, and to sort and deposit any refuse that is suitable for recycling in the correct recycling receptacles (if any) provided in the Building and /or on the Premises.
- vii To notify the Landlord promptly of any loss, damage, accident or defect in or on the Premises as soon as the Tenant becomes aware of the issue.
- viii To keep the Premises clean and tidy at all times. Unless clause 32 applies, if the Tenant engages an independent cleaning contractor to clean the Premises, it must provide details of such contractor to the Landlord or the Agent as required by the Landlord and /or the Agent.
- ix Secure the Premises when they are unoccupied and comply with the Landlord's directions or instructions from time to time in relation to the security, fire, safety or related requirements and procedures of the Building.
- x To undertake any works in relation to the Premises as required by legislation from time to time, at the Tenant's cost and subject to the Landlord's prior written approval of such works (not to be unreasonably withheld), including but not limited to works on any external door or window and associated catch or locking mechanism.
- xi Except to the extent required for the Permitted Use stated on the front page of this lease, not bring onto, store, use, manufacture, produce or release any inflammable substance or dangerous substance onto the Premises or the land on which the Premises are situated.
- xii Must not do anything in or around the Premises or Building that may cause annoyance, nuisance, danger, damage, disturbance or offence to the occupiers or owners of any nearby premises or to the Landlord.

Permitted Use and Occupation

- 9. i To use the Premises only for the Permitted Use and not for any other purpose.
- ii That it has independently satisfied itself that the Premises are suitable for the Permitted Use.
- iii Not to sleep or permit anyone to sleep on the Premises unless the Premises or a portion of the Premises is zoned for residential use and the Landlord has given prior written consent.

Rules and Regulations

- 10. To ensure that the Tenant and the Tenant's employees, licensees, contractors and agents comply with any rules, regulations and by-laws applicable to the Premises and the Building (if any). Such rules, regulations and by-laws may be created, amended, supplemented or replaced from time to time by the Landlord (and, if the Premises form part of a strata scheme, by the owners corporation). This lease prevails to the extent that any such rule, regulation or by-law (other than any rule, regulation or by-law of a strata scheme) is inconsistent with the Tenant's rights and obligations under this lease.

Insurance

- 11. i To arrange and keep current all insurances required by law, including but not limited to workers compensation insurance (as applicable) in relation to the Premises.
- ii To insure and keep insured all glass, windows and doors of the Premises for at least their full replacement value.
- iii To arrange and keep current insurances in relation to the Tenant's business, including the Tenant's property and stock in or on the Premises.
- iv To arrange and keep current public risk insurance covering liability in respect of personal injury, death, property damage, product liability and contractual liability arising from the occupation and /or use of the Premises by the Tenant for the minimum amount per occurrence as noted in this lease or such other reasonable amount notified by the Landlord to the Tenant from time to time.
- v To pay any additional insurance premiums payable by the Landlord as a result of the Tenant's acts or omissions.
- vi To ensure that all insurances effected under this clause are on terms and are provided by an insurer acceptable to the Landlord (acting reasonably) and which note the Landlord as an interested party.
- vii To do nothing in or to the Premises or the Building or keep anything in the Premises or the Building that would or is likely to increase an insurance premium payable on the Premises or the Building except with the prior written consent of the Landlord.
- viii To do nothing which is likely to prejudice, cancel or invalidate any insurance policy which the Tenant or the Landlord has in relation to the Premises or the Building and to promptly notify the Landlord of any circumstances which is likely to prejudice, cancel or invalidate any such insurance policy.

Risk and Indemnity

- 12. i To occupy and use the Premises at the Tenant's own risk.
- ii To indemnify, and to keep indemnified, the Landlord against any claim, demand, remedy, suit, injury, damage, loss, cost and liability in respect of:
 - a any non-payment or delayed payment of rent;
 - b the loss of or damage to part or the whole of the Premises or the Building (or both);
 - c any person for the loss of or damage to their personal property; and
 - d any person for personal injury or death,
 which occurs arising out of any breach or unlawful or negligent act or omission of the Tenant or the Tenant's employees, officers, agents, contractors or invitees.
- iii In such circumstances the Tenant must meet all claims whether they are made directly against the Tenant or against the Landlord. Any resultant repairs to or works on the Premises or to any part of the Building must be carried out at the Tenant's cost by builders or contractors approved by the Landlord.
- iv To the full extent permitted by law, the Tenant releases the Landlord, its employees, officers, agents and contractors and the Agent from all actions, suits, claims, remedies and demands of any kind and from all liability which may arise in relation to or in connection with any loss, damage, liability, cost, expenses, injury or death in, near or with respect to the Building or the Premises except to the extent it is caused by the Landlord's unlawful or negligent act or omission.

Outgoings

13. i To reimburse the Landlord immediately, upon the Landlord providing a valid tax invoice to the Tenant, amounts equal to the Tenant's percentage of outgoings noted in this lease of any and all outgoings and expenses relating to the Premises, the Building and /or the Land including, without limitation, local government rates, water and sewerage rates, land tax, owners corporation or strata levies and contributions, insurance premiums, garbage and waste disposal costs, car park levies, lift services (if applicable), maintenance, repairs and cleaning costs, security costs, management fees and expenses and such other outgoings (as applicable) relating to the Premises, the Building and /or the Land. Land tax must be calculated on the basis that the Land was the only land owned by the Landlord.

OR

- ii To reimburse the Landlord immediately, upon the Landlord providing a valid tax invoice to the Tenant, for the percentage noted in this lease of all increases in any and all outgoings and expenses relating to the Premises, the Building and /or the Land including, without limitation, local government rates, water and sewerage rates, land tax, owners corporation or strata levies and contributions, insurance premiums, garbage and waste disposal costs, car park levies, lift services (if applicable), maintenance, repairs and cleaning costs, security costs, management fees and expenses and such other outgoings (as applicable) relating to the Premises, the Building and /or the Land from the financial year that ended immediately before the Commencing Date. Land tax must be calculated on the basis that the Land was the only land owned by the Landlord.

AIR CONDITIONING

14. i If one or more air-conditioning units are installed in the Premises and exclusively services the Premises, the Tenant must ensure that they are regularly serviced and maintained (excluding repairs of a capital nature) at the Tenant's cost with a licensed contractor and, on request by the Landlord, the Tenant must supply the Landlord with a copy of service records and documentation (as applicable).
- ii If the Landlord and Tenant agree that any air-conditioning unit that exclusively services the Premises is to be replaced, and the Premises form part of a strata scheme, the Tenant agrees that any proposed works (including removal of any existing air-conditioning unit) and specifications relating to the replacement air-conditioning unit must comply with relevant by-laws of the strata scheme, any applicable law or regulation and, where necessary, be approved by the owners corporation of such strata scheme.
- iii The Landlord is responsible for any works of a capital nature relating to any air-conditioning unit that exclusively services the Premises, other than any such unit installed by or at the request of the Tenant or a predecessor in title of the Tenant.
15. The Landlord is under no obligation to remove, or carry out works not covered by clause 14iii in respect of, any air-conditioning unit installed in, or supplied to, the Premises and, if no air-conditioning unit exists at the Commencing Date, the Landlord is under no obligation to install any air-conditioning unit or other mechanical services.

BOTH PARTIES AGREE THAT:**Unforeseen Event**

16. i This clause 16 applies if the whole or a substantial part of the Premises or the Building is destroyed or damaged so that the Premises are substantially unfit for use or are substantially inaccessible.
- ii If the Premises or the Building (as the case may be) cannot be or are not (or is not) reinstated within a reasonable time, then each of the Landlord and Tenant have the right to terminate this lease on giving at least 5 Business Days' written notice to the other.
- iii The Landlord will not be obligated to reinstate the Premises or the Building. However, for the period during which the Premises are substantially unfit for use or are substantially inaccessible, the rent and other money payable by the Tenant under this lease will abate in proportion with the reduction in usability or accessibility.
- iv Despite anything in this clause 16 to the contrary, the Tenant will not be entitled to terminate this lease under clause 16ii or to abatement under clause 16iii if the destruction or damage was caused or contributed to by the neglect, breach, unlawful act or omission or negligence of the Tenant or the Tenant's employees, officers, agents, contractors or invitees or if any insurance policy does not apply as a result of the neglect, breach, unlawful act or omission or negligence of the Tenant or the Tenant's employees, officers, agents, contractors or invitees.

Inspections and Condition of Premises

17. The Landlord or Agent must inspect the Premises at the Commencing Date and at the end of this lease and take note of the condition of the Premises including the state of cleanliness, state of repair and working order of appliances and services. The Tenant accepts the condition of the Premises as at the Commencing Date. Subject to any contrary provision in this lease, the Landlord is not under any obligation to carry out any repairs, maintenance, additions or alterations. The Tenant must, at its cost, provide to the Landlord or Agent a completed condition report relating to the Premises prior to the Commencing Date if required to do so by the Landlord or Agent.

Repairs and Maintenance

18. i The Tenant must keep the Premises and the Landlord's Property in good repair and condition, and must repair any damage to the Premises or the Landlord's Property caused or contributed to by the neglect, breach or negligence of the Tenant or the Tenant's employees, officers, agents, contractors or invitees. Any repair or maintenance must be carried out at the cost of the Tenant in a proper and workmanlike manner by suitably licensed and appropriately insured contractors. The Tenant must maintain and keep in good repair and condition all mechanical, plumbing, electrical and other fixtures, equipment and services on or serving the Premises, including without limitation:
- a any ceiling fans, any exhaust fans and any hot water systems; and
- b any fire equipment and essential services equipment.
- ii The Tenant must ensure that all necessary and required inspections relating to facilities in the Premises, including, but not limited to, air-conditioning systems, fire equipment, essential services equipment and lifts (as applicable), are undertaken at appropriate periodic intervals and that all associated certifications are issued. The Tenant must promptly provide to the Landlord a copy of any such certification.
- iii The Tenant must ensure that, at all times, the Tenant and the Tenant's employees, officers, agents, contractors and invitees comply with all laws, rules and regulations relating to the use or occupation of the Premises including all applicable work, health and safety legislation.
- iv The Tenant is not responsible for repairing fair wear and tear or for any repair, replacement or maintenance to the extent that it is necessary as a result of fire, storm water, lightning, storm, flood, explosion, riot, civil commotion or terrorism, but except to the extent that any fair wear and tear is caused by or such repair, replacement or maintenance is rendered necessary by any particular use of, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.

- v The Tenant is not required to carry out or contribute to any costs or expenses of any works of a capital or structural nature except to the extent that the works are rendered necessary by any particular use of or damage by, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.

Access

- 19. i The Landlord must respect the Tenant's right to privacy.
- ii The Tenant must allow access to the Landlord or Agent:
 - a when it is reasonable that they or either of them should view the condition of the Premises or to enable them to comply with any law or requirement of any relevant authority, or to carry out any work to the Premises or any adjacent property of the Landlord by contractors authorised by the Landlord or Agent; or
 - b to erect 'to let' signs and to show the Premises to prospective tenants, on reasonable notice to the Tenant; or
 - c to erect 'for sale' signs and to show the Premises to prospective purchasers, on reasonable notice to the Tenant.
- iii The Landlord must give the Tenant reasonable notice of the time and date for such access which is to be as convenient as possible for the parties.
- iv The Landlord or Agent may have access to the Premises at any time on reasonable notice to the Tenant or without notice in the case of an emergency or to carry out urgent repairs.
- v If normal trading hours apply to the Building, then the Tenant may not use the Premises outside such normal trading hours unless it complies, at the Tenant's cost, with the Landlord's requirements relating to security or use of facilities in the Building (if any). If required by the Landlord, the Tenant must pay the Landlord's costs in connection with the Tenant using the Premises outside the normal trading hours, including without limitation costs associated with any security or other personnel and costs associated with the use of facilities in the Building.

Costs, Disbursements and Expenses

- 20. i The Tenant must pay their own legal costs, disbursements and expenses and must pay the reasonable legal costs, disbursements and expenses of the Landlord in relation to the preparation, negotiation and execution of this lease.
- ii The Tenant must pay the stamp duty and registration fees (if any) payable in connection with this lease.
- iii The Tenant must pay all legal costs, disbursements and expenses of the Landlord in relation to any breach by the Tenant (including, without limit, in connection with any breaches set out in clause 28) and the exercise or proposed exercise of any right, power or remedy available to the Landlord.
- iv The Tenant must pay the Landlord's costs, disbursements and expenses reasonably incurred by the Landlord in connection with a request by the Tenant for the Landlord's consent under this lease whether such consent is granted or not.
- v By way of demand, the Landlord must provide the Tenant with a copy of any account presented to the Landlord in respect of any of the Landlord's costs, disbursements and expenses referred to in this clause (as may be applicable) and the Tenant must reimburse the Landlord such costs, disbursements and expenses within 14 days of the Tenant being provided with the Landlord's demand.

GST

- 21. In this clause 21, words or expressions which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning as given in that Act. Except to the extent that this lease expresses them to be inclusive of GST, any amounts, including rent and outgoings, referred to in this lease which are payable by the Tenant to the Landlord, or on behalf of the Landlord, under this lease, are exclusive of GST. If GST is imposed on any supply made to the Tenant under or in accordance with this lease then, unless it is expressed to be inclusive of GST, the amount the Tenant must pay for that supply is increased by the amount of that GST. The Landlord must provide to the Tenant a valid tax invoice in respect of the supply. If the rate of GST is increased or decreased, the parties agree that any amounts referred to in this lease that are expressed to be inclusive of GST must be varied accordingly.

Compliance with laws

- 22. i Subject to clause 22 (ii) and clause 22 (iii), each party must observe, as applicable to itself, all relevant laws, regulations, by-laws and other standards with respect to the Premises.
- ii The Landlord will not be obligated to observe a requirement under any such laws, regulations, by-laws or other standards that applies in whole or in part as a result of any particular use of or damage by, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.
- iii The Tenant must ensure that it observes and complies with, at its cost:
 - a all relevant laws, regulations, notices, orders and requirements of any relevant authority with respect to the use of the Premises, including all fire safety requirements applicable to the Premises; and
 - b any requirement the subject of clause 22(ii).
- iv However, before complying with any such law, regulation, by-law, standard, notice, order or requirement, the Tenant must obtain the Landlord's and/or the Agent's consent where such consent is required under this lease.

Notices

- 23. Any written notice required or authorised by this lease:
 - i Must be served on the Tenant personally, by pre-paid post to the Premises, by being left in the post box, if any, at the Premises or sent by email to the Tenant's email address stated in this lease or as otherwise notified in writing from time to time by the Tenant to the Landlord.
 - ii Must be served on the Landlord or Agent personally, by pre-paid post to their address as shown in this lease or as notified in writing from time to time to the Tenant, by being left in the post box, if any, at that address or by email to the email address of the Landlord or Agent stated in this lease or as otherwise notified in writing from time to time by the Landlord or the Agent or Landlord's solicitor.
 - iii Where it has been sent by pre-paid post, will be deemed to be served on the earlier of the day it is actually delivered or the 7th Business Day after posting.
 - iv Where it has been sent by email, will be deemed to be served as soon as it is sent, unless the sender receives an automated message indicating that there was an error in the transmission of the email.
 - v May take effect on any day of the month if it relates to the termination of a periodic lease provided it gives the required period of notice.

Mitigation

24. Where there has been a breach of any condition of this lease by a party, the other parties must take all reasonable steps to minimise any loss or damage which may be, or has been, incurred.

Disputes

25. In any dispute or proceedings between the parties, the parties must act reasonably and in good faith and without delay and make all admissions necessary to enable the real issues to be efficiently determined and resolved.

Renewal / Option

26. i The Tenant must give to the Landlord or the Agent notice in writing not more than 6 months and not less than 4 months prior to the expiration of the initial Term if the Tenant wishes to take a renewal of this lease for the further term stated on the front page of this lease (if any). Provided that the Tenant has given notice in accordance with this clause (time being of the essence), has duly and punctually paid the rent and has duly performed and observed on the Tenant's part all conditions and obligations contained in this lease up to the expiration of the initial Term, the Landlord will, at the cost of the Tenant, grant the Tenant the further term.
- ii The starting rent for a further term is to be determined in accordance with the Rent Review Method specified in clause 27 and subject to clauses 27(ii) and 27(iii). If no choice is selected, then the starting rent must be determined in accordance with a CPI Review as calculated under clause 27B and subject to clauses 27(ii) and 27(iii).
- iii A lease for any further term must be on the same terms as this lease (including any special conditions and variations to this lease which have become effective during the initial Term) except that the Commencing Date and Terminating Date must be replaced in accordance with the commencing date and terminating date of the further term, the rent from the commencing date of the further term must be the amount determined under clause 26(ii), the provisions relating to renewal / option (including this clause 26) are to be deleted in such a lease and the rent review methods and rent review dates for the further term must be as per the relevant methods and dates for any new lease as indicated in clause 27.

Rent Review

27. i Rent reviews must be conducted by the following methods (*tick the applicable rent review method*) on each of the following specified dates (*tick applicable box for review dates*) and if more than one method is selected then the greater amount must be the revised rent.
- ii The parties agree that if the rent is not determined by a Rent Review Date, the Tenant must continue to pay the rent payable immediately before the Rent Review Date until the new rent is determined, with the new rent to apply from the relevant Rent Review Date. The Tenant must account in favour of the Landlord for any difference in rent from the relevant Rent Review Date to the date the new rent is determined in the manner directed by the Landlord or the Agent.
- iii Despite any other provision in this lease, the rent from a Rent Review Date must not be less than the rent payable immediately prior to the relevant Rent Review Date.

☐ **27A Market Review**

- ☐ On each anniversary of the Commencing Date of this lease
- ☐ If the option to renew is exercised, on the commencing date of the new lease
- ☐ If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- ☐ The commencing date of any periodic lease from month to month
- ☐ Other:

- i If this option is selected, then, at least 30 days before the relevant Rent Review Date, the Landlord may notify the other in writing that the rent is to be varied to an amount representing the Current Market Rent for the Premises.
- ii If the Landlord and the Tenant do not agree as to the Current Market Rent then such rent must be determined by the President of the Real Estate Institute of New South Wales or his/her appointee. The costs of such rental determination must be borne in equal shares by the parties unless otherwise agreed between the parties.
- iii Despite clauses 27A(i) and 27A(ii), the Landlord and Tenant may agree to a rent representing the Current Market Rent after the relevant Rent Review Date.
- iv A rent agreed or determined under this clause must not be less than the rent payable immediately before the relevant Rent Review Date and must apply from the relevant Rent Review Date.

☐ **27B CPI Review**

- ☐ On each anniversary of the Commencing Date of this lease
- ☐ If the option to renew is exercised, on the commencing date of the new lease
- ☐ If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- ☐ The commencing date of any periodic lease from month to month
- ☐ Other:

If this option is selected or if, in relation to any date referred to in this clause 27 for which a review option may be selected (other than the commencing date of any periodic lease from month to month), no such selection is made, then on and from each relevant Rent Review Date, the revised rent payable under this lease must be determined in accordance with the following formula:

$$\$A = B \times C / D$$

- Where:
- A is the revised rent;
 - B is the rent payable in the 12 month period immediately prior to the relevant Rent Review Date;
 - C is the Consumer Price Index (Sydney All Groups) number last published immediately prior to the relevant Rent Review Date; and
 - D is the Consumer Price Index (Sydney All Groups) number last published immediately prior to the date falling 12 months prior to the relevant Rent Review Date.

☒ **27C Fixed Percentage**

- ☒ On each anniversary of the Commencing Date of this lease
- ☒ If the option to renew is exercised, on the commencing date of the new lease
- ☐ If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- ☒ The commencing date of any periodic lease from month to month
- ☐ Other:

If this option is selected, then the rent on and from each relevant Rent Review Date is calculated as follows:

$$R2 = R1 + (R1 \times FP)$$

Where: R2 is the rent payable on and from the relevant Rent Review Date;
 R1 is the rent payable immediately before the relevant Rent Review Date; and
 FP is the fixed percentage nominated for the Rent Review Date.

The fixed percentage (FP) is:

☐ **27D Fixed Amount**

- ☐ On each anniversary of the Commencing Date of this lease
- ☐ If the option to renew is exercised, on the commencing date of the new lease
- ☐ If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- ☐ The commencing date of any periodic lease from month to month
- ☐ Other:

If this option is selected, then the rent on and from the relevant Rent Review Date is calculated as follows:

$$X2 = X1 + FA$$

Where: X2 is the rent payable on and from the relevant Rent Review Date;
 X1 is the rent payable immediately before the relevant Rent Review Date; and
 FA is the fixed amount nominated for the relevant Rent Review Date.

The fixed amount (FA) is:

Termination

28. i If this lease has become a periodic lease from month to month, the Landlord or Tenant may terminate it by giving 1 months' written notice to the other party.
- ii The Landlord will have the right to terminate this lease by written notice to the Tenant and re-enter the Premises or to continue this lease as a periodic lease from week to week:
- where the Landlord has given the Tenant a notice of breach and the Tenant has not remedied the breach within the period specified in the notice;
 - where the Tenant has failed to pay rent for a period in excess of 14 days, whether formally demanded or not;
 - where the Tenant has seriously or persistently breached any clause of this lease; or
 - to the extent permitted by law, upon the Tenant and/or Guarantor being declared bankrupt or insolvent according to the law or making any assignment for the benefit of creditors or taking the benefit of any Act now or hereafter to be in force for the relief of bankrupts or insolvents. (Section 85 (1) (d) of the *Conveyancing Act 1919*, as amended, is hereby varied accordingly.)
- iii If the Landlord intends to exercise its right to continue this lease as a periodic lease from week to week, it must serve the Tenant with a written notice stating the reason and informing the Tenant of the variation to this lease. Upon service of the notice, this lease must continue with all its conditions, except for the Term and holding over conditions, as a periodic lease from week to week, which may be terminated by 7 days' written notice from the Landlord or Tenant.
- iv The Landlord will have the right to re-enter the Premises without giving notice if there are reasonable grounds to believe the Premises have been abandoned.
- v Any action by the Landlord or the Tenant in accordance with clauses 28(i), 28(ii), 28(iii), 28(iv) or 28(viii), will not affect any claim for damages in respect of a breach of a term or condition of this lease.
- vi Upon termination or expiry of this lease, the Tenant must remove from the Premises all of the Tenant's Property, including the removal and re-alteration of any additions and alterations made by the Tenant, except any item which the Landlord has notified the Tenant that it need not be removed. The Tenant must promptly make good any damage or defacement occasioned to any part of the Premises in the course of such removal and/or re-alteration and leave the Premises in a clean and tidy condition and free from rubbish.
- vii Upon the termination or expiry of this lease for any reason, the Tenant must promptly and peacefully give the Landlord vacant possession of the Premises in the condition it was in on the Commencing Date and in the state of repair required by this lease and must, at the same time, hand over all keys, security cards and passes for the Premises and/or the Building.
- viii If the Tenant fails to comply with any of the Tenant's obligations under clause 28(vi) or clause 28(vii), then:
- the Landlord may do anything that the Tenant has failed to do;
 - in relation to any of the Tenant's Property left on the Premises, the Landlord may do either or both of the following:
 - remove and store the Tenant's Property in the manner determined by the Landlord;
 - treat the Tenant's Property as abandoned and deal with it in the manner determined by the Landlord. If the Landlord sells the Tenant's Property, the Landlord does not have to account to the Tenant for any proceeds, or provide or keep records concerning the sale, and the Landlord may apply any proceeds as the Landlord sees fit; and
 - the Tenant must pay to the Landlord, within 7 days after the Tenant receives a demand from the Landlord, all costs and expenses incurred by the Landlord under this clause 28(viii).

Termination Notice by Landlord

29. i If the Tenant receives from the Landlord or Agent a notice terminating this lease or a notice demanding immediate possession of the Premises in accordance with the terms of this lease, any acceptance of or demand for rent or money by the Landlord will not of itself be evidence of a new lease with the Tenant nor alter the legal effect of the notice.
- ii Where the Tenant unlawfully remains in possession after termination of this lease, the Landlord will be entitled, in addition to any other claim, to payments equal to the rent as compensation for the Tenant's use and/or occupation of the Premises.

Redecoration

30. Regardless of the condition of the Premises on the Commencing Date or fair wear and tear, the Tenant must redecorate the Premises (including, without limitation, paint and re-carpet) during the last 3 months before the Terminating Date or, if earlier terminated, then before the Tenant vacates the Premises.

Parting With Possession

31. i The Tenant must not assign, sub-let, license or part with possession of the Premises or this lease or any part of the Premises or this lease except with the prior written consent of the Landlord (which must not be unreasonably withheld).
- ii In seeking the Landlord's consent referred to in this clause, the Tenant must give the Landlord at least 28 days' prior written notice requesting such consent and the Tenant must pay the Landlord any reasonable costs incurred by the Landlord in considering and otherwise dealing with the Tenant's request, whether or not consent is given.
- iii The Tenant must provide the Landlord with any information the Landlord requires about the financial standing, resources or business experience of the proposed tenant and any proposed guarantor.
- iv The Tenant must ensure that the proposed tenant and proposed guarantor (if any) enter into a deed before this lease is assigned in a form reasonably required by the Landlord under which the proposed assignee covenants to perform all of the Tenant's obligations under this lease.
- v If the Landlord requires, the Tenant must ensure that the proposed tenant procures a guarantor acceptable to the Landlord who must give similar guarantees and indemnities as set out in this lease.
- vi The Tenant must pay all stamp duty and other taxes in relation to any assignment, sublease or other dealing under this clause 31.

Cleaning

32. i If the Landlord engages cleaning contractors to clean the Premises, the Tenant must allow such persons to clean the Premises and the Tenant must pay the Landlord the sum demanded by the Landlord for such cleaning at the same time and in the same manner as rent is payable under this lease. Such sums may be recovered by the Landlord in the same manner as rent is recoverable.
- ii The Landlord is not responsible to the Tenant for any loss or damage however occurring or caused by its cleaning contractors, or that contractor's employees, agents or sub-contractors.

Strata Title Conversion

33. The Landlord may register a strata plan, easements, covenants and other title dealings insofar as the same relates to the Building, or any part of it. If required by the Landlord, the Tenant must promptly provide its written consent to the strata plan, easements, covenants and other title dealings, in the form required by the Landlord, to the NSW Land Registry Services or any other relevant government authority. After registration of the strata plan, the Tenant must comply with any by-laws which are not inconsistent with the terms of this lease.

Work Health and Safety

34. i For the purposes of this clause 34, WHS Law means the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2011* (NSW).
- ii The Tenant agrees and acknowledges that it has management and control of the Premises for the purposes of the WHS Law. The Tenant must comply with, and ensure that its employees, licensees, contractors and agents comply with, the WHS Law and any applicable codes of practice, and ensure that it has adequate systems in place to identify, minimise and control all hazards.
- iii If any works on the Premises includes a 'construction project' (as defined in the WHS Law), the Tenant will have principal contractor obligations under the WHS Law in respect of the works, unless it validly appoints another person as principal contractor and authorises the person to have the necessary management and control of the Premises to perform their duties as principal contractor and to discharge the duties of a principal contractor including under Chapter 6 of the *Work Health and Safety Regulation 2011* (NSW).
- iv The Tenant must notify the Landlord within 3 Business Days of any:
- hazards or risks to the health and safety of persons using the Premises or the Landlord's Property
 - hazards, risks or incidents causing any serious lost time injury or any injury where off site medical treatment is required;
 - incident involving a near miss which, but for the near miss, could have caused any serious lost time injury or any injury where off site medical treatment is required; and
 - notifiable incidents (as defined in the WHS Law).

Guarantor's Liability

35. In consideration of the Landlord leasing the Premises to the Tenant in accordance with this lease, the Guarantors for themselves and each of them and each of their executors and administrators unconditionally agree that they and each of them are (with the Tenant) jointly and severally liable to the Landlord for the payment of the rent and all other amounts payable by the Tenant under this lease, and also for the due performance and observance of all the terms and conditions on the part of the Tenant contained or implied in this lease. AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that the Landlord may grant to the Tenant any time or indulgence and may compound or compromise or release the Tenant without releasing or affecting the liability of the Guarantors. For clarity, in this clause 35, a reference to "this lease" includes any periodic lease and any lease for the further term stated on the front page of this lease (if any).

Security Tick applicable clause: ☐ clause 36 or ☒ clause 37

36. i In this clause, "Bank Guarantee" means a guarantee given by an Australian bank acceptable to the Landlord (in its absolute discretion) that:
- is irrevocable, unconditional and has an expiry date falling not earlier than 6 months after the Terminating Date;
 - is on terms that the Landlord accepts in its absolute discretion;
 - requires the bank to pay on demand, whether by one or more requests, the amount equivalent to the amount stated on the front page of this lease under the heading "Security Deposit/Bank Guarantee";

- d is drawn in favour of the Landlord to cover "all of the Tenant's obligations under the lease for the Premises and any associated documents"; and
 - e is not in an electronic or digital form.
 - ii On or before the Commencing Date, the Tenant must deliver the Bank Guarantee to the Landlord.
 - iii The Bank Guarantee is security for the Tenant's performance under this lease.
 - iv The Landlord may call on the Bank Guarantee at any time to compensate the Landlord for any money due but unpaid for more than 14 days by the Tenant to the Landlord under this lease or to pay or compensate the Landlord for any costs or expenses incurred by the Landlord or its Agent in rectifying any breach of this lease by the Tenant (including, without limitation, any costs or expenses incurred by the Landlord or the Landlord's Agent in carrying out the Tenant's obligations which the Tenant has failed to carry out under this lease).
 - v The Tenant must not do anything which could prevent or delay payment by the bank to the Landlord under the Bank Guarantee.
 - vi If the Landlord calls on the Bank Guarantee, then the Tenant must deliver to the Landlord a replacement or additional Bank Guarantee so that the amount of the security held by the Landlord under this clause 36 is equal to the amount stated on the front page of this lease under the heading "Security Deposit / Bank Guarantee".
 - vii If the front page of this lease under the heading "Security Deposit / Bank Guarantee" indicates that the "Security Deposit / Bank Guarantee" is an amount equal to a number of months' rent plus GST, and the rent is increased pursuant to a rent review, the Tenant must, if requested by the Landlord or the Agent to do so, deliver to the Landlord a replacement or additional Bank Guarantee so that the amount of the security held by the Landlord is equal to the number of months' rent plus GST indicated on the front page of this lease at the increased rent.
 - viii The Landlord or the Landlord's Agent is under no obligation to return the Bank Guarantee to the Tenant until all the Tenant's obligations under this lease have been satisfied.
 - ix The Tenant must deliver any replacement Bank Guarantee or additional Bank Guarantee to the Landlord under clause 36(vi) or clause 36(vii) within 5 Business Days after the Landlord gives the Tenant a notice asking for it.
 - x The Landlord's appropriation of an amount against the Bank Guarantee:
 - a does not constitute a waiver of a failure by the Tenant to fulfil its obligations; and
 - b does not prejudice any other remedy or right of the Landlord for that failure.
 - xi If the Landlord sells, transfers or otherwise disposes of the Premises or the Land, the Tenant must, within 10 Business Days after being requested by the Landlord or the Agent to do so, deliver to the Landlord a replacement Bank Guarantee for the amount equivalent to the amount stated on the front page of this lease under the heading "Security Deposit / Bank Guarantee" drawn in favour of the purchaser, transferee or donee.
 - xii The Lessee's obligations under this clause are essential terms of this lease.
 - xiii If in the Landlord's opinion, acting reasonably, the Tenant has satisfied all of its obligations under this lease then the Landlord must return the Bank Guarantee to the Tenant after the Terminating Date.
37. i As security for the performance and observance by the Tenant of the terms and conditions of this lease, the Tenant must pay on or before the Commencing Date in favour of the Landlord a security deposit for the amount stated on the front page of this lease under the heading "Security Deposit / Bank Guarantee" (**Security Deposit**). The Security Deposit must be paid to the Landlord's Agent or the Landlord's solicitor as directed by the Landlord. The Security Deposit must be held as specified on the front page of this lease under the heading "Security Deposit / Bank Guarantee". All costs and fees relating to the trust account (if any) must be at the Tenant's cost. The Tenant is not entitled to any interest earned on the Security Deposit if the Landlord directs the Landlord's Agent or the Landlord's solicitor to invest the Security Deposit in an interest bearing account. Any interest earned on the Security Deposit will be the property of the Landlord.
- ii The Landlord, the Landlord's Agent or the Landlord's solicitor is entitled to deduct from the Security Deposit an amount equal to any money due but unpaid for more than 14 days by the Tenant to the Landlord under this lease or any costs or expenses incurred by the Landlord or its Agent in rectifying any breach of this lease by the Tenant (including, without limitation, any costs or expenses incurred by the Landlord or the Landlord's Agent in carrying out the Tenant's obligations which the Tenant has failed to carry out under this lease). If a deduction is made from the Security Deposit, the Tenant must replace the amount deducted within 5 Business Days of written request by the Landlord, the Landlord's Agent or the Landlord's solicitor so that, at all times throughout the Term, the Security Deposit is for the amount required to be provided as stated on the front page of this lease. The Landlord and the Landlord's Agent are under no obligation to return the Security Deposit to the Tenant until after the later of the Terminating Date and all the Tenant's obligations under this lease having been satisfied.
 - iii If the front page of this lease under the heading "Security Deposit / Bank Guarantee" indicates that the "Security Deposit / Bank Guarantee" is an amount equal to a number of months' rent plus GST, and the rent is increased pursuant to a rent review, the Tenant must, within 5 Business Days after being requested by the Landlord or the Agent to do so, pay to the Landlord an additional sum so that the amount of the security held by the Landlord is equal to the number of months' rent plus GST indicated on the front page of this lease at the increased rent.

Essential Terms

38. The parties agree that clauses 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 18, 19, 20, 21, 22, 32, 33, 36 and 37 are essential terms of this lease.

No Reliance

39. The Tenant acknowledges that, except as stated in this lease, it has not relied on any representations made by or on behalf of the Landlord or the Landlord's Agent in relation to the subject matter of this lease and that the Tenant has relied on its own independent legal, financial, taxation and other professional advice before entering into this lease.

Variation

40. This lease may not be varied or modified unless evidenced in writing and signed by the parties.

Severability

41. If any part of this lease is invalid, illegal or unenforceable, then it must be treated as excluded from this lease and the remainder of this lease will remain unaffected by such exclusion.

Entire Agreement

42. This lease is the entire agreement between the parties in respect of its subject matter and supersedes all previous communications and representations by or on behalf of the parties in respect of that subject matter.

Governing Law

43. This lease is governed by the laws of the State of New South Wales and each party irrevocably submits to the non-exclusive jurisdiction of the courts in that State.

Privacy Policy

44. The *Privacy Act 1988* (Cth) (the **Act**) allows certain information about the Tenant referred to in this lease to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this lease and only applies to the extent that the Landlord collects, uses and discloses personal information and is required by the Act to comply with the requirements of the Act. If the Landlord appoints an agent to act for the Landlord, then this Privacy Policy will apply to the Landlord's agent's collection, use and disclosure of personal information on behalf of the Landlord.

The Landlord may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the Tenant of any changes to this Privacy Policy by written notification to the Tenant. Any change to this Privacy Policy takes effect on the date of that written notification. The personal information the Tenant provides in connection with this lease or collected from other sources is necessary for the Landlord and (if appointed) the Landlord's agent to:

- i identify and verify the Tenant's identity;
- ii process and assess any application received in relation to the lease of the Premises;
- iii assess the Tenant's ability to meet their financial and other obligations under this lease;
- iv manage this lease and the Premises including (without limitation) the collection of rent and the preparation of required statements of accounts;
- v contact and liaise with goods and services providers as instructed by the Tenant and to provide those providers with the Tenant's personal information;
- vi comply with any applicable law;
- vii liaise and exchange information with the Tenant and the legal and other advisors of the Tenant, Landlord and (if appointed) the Landlord's agent in relation to or in connection with this lease;
- viii negotiate the lease for the Premises;
- ix process any payment (including, without limitation, the exchange of personal information with the relevant payment provider, where necessary); and
- x comply with any dispute resolution process.

If the personal information is not provided by the Tenant, the Landlord and (if appointed) the Landlord's agent may not be able to carry out the steps described above.

Personal information collected about the Tenant may be disclosed by the Landlord or (if appointed) the Landlord's agent for the purpose for which it was collected, to other parties including to the Landlord (if the Landlord's agent is appointed), the Landlord's mortgagee or head-lessor (in either case, if any), the legal and other advisors of the Tenant, Landlord and (if appointed) the Landlord's agent, referees, valuers, other agents, Courts and applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the Tenant (including, without limitation, goods and services providers), as required by any applicable law and to any prospective or actual purchaser of the Premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the Landlord and/or the Landlord's agent. The Landlord and (if appointed) the Landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the Tenant from misuse, loss, unauthorised access, modification or disclosure.

Further, if the Tenant applies for the lease of the Premises via any third party letting business, including any online letting businesses, then the Tenant will have consented to the disclosure of its personal information by that business to the Landlord and (if appointed) the Landlord's agent. The Tenant consents to the Landlord and (if appointed) the Landlord's agent receiving personal information from the relevant online letting business for the purposes specified in this Privacy Policy.

If the Tenant fails to comply with its obligations under this lease, then that fact and other relevant personal information collected about the Tenant during the term of this lease may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals.

The Landlord and (if appointed) the Landlord's agent may also use the Tenant's information including personal information for marketing and research purposes to inform the Tenant of products and services provided by the Landlord and (if appointed) the Landlord's agent, which the Landlord and (if appointed) the Landlord's agent consider may be of value or interest to the Tenant, unless the Tenant tells the Landlord or (if appointed) the Landlord's agent (see opt out option below) or has previously told the Landlord or (if appointed) the Landlord's agent not to.

If the Tenant does not wish to receive any information about such products and services then please tick this box: ☐ or otherwise notify the Landlord and/or Landlord's agent using the contact details of the Landlord and/or Landlord's agent (as applicable) set out earlier in this lease.

The Tenant has the right to request access to any personal information held by the Landlord and (if appointed) the Landlord's agent which relates to them, unless the Landlord or (if appointed) the Landlord's agent is permitted by law (including the Act) to withhold that information. If the Act applies to the Landlord and the Landlord is an 'organisation' (as defined under the Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). If an agent is appointed by the Landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the Tenant's personal information should be made in writing to the Landlord or (if appointed) the Landlord's agent at the contact details included in this lease. The Tenant has the right to request the correction of any personal information which relates to the Tenant that is inaccurate, incomplete or out-of-date.

By signing this lease, **the Tenant acknowledges** that it has read and understands the terms of this Privacy Policy and agrees to those terms and the permissions to collect, use and disclose personal information, and **the Tenant authorises** the Landlord and (if appointed) the Landlord's agent to collect, use and obtain, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.

Definitions and Interpretation

45. i 'Agent' in context with 'Landlord' includes the Landlord's real estate agent or managing agent and any other person authorised to act on behalf of the Landlord.
- ii 'Building' means the building in which the Premises are located.
- iii 'Business Day' means a day which is not a Saturday or Sunday and which is not a public holiday or a bank holiday in New South Wales.
- iv 'Current Market Rent' means the rent that would reasonably be expected to be paid for the Premises, as between a willing landlord and a willing tenant in an arm's length transaction (where the parties are each acting knowledgeably, prudently and without compulsion), determined on an effective rent basis, having regard to the following matters:
- a the provisions of this lease; and
 - b the rent that would reasonably be expected to be paid for the Premises if they were unoccupied and offered for renting for the same or a substantially similar use to which the Premises may be put under this lease, but does not take into account rent concessions and other benefits that are frequently or generally offered to prospective tenants of unoccupied commercial premises.
- v 'Land' means the lot or parcel on which the Building is situated or of which the Premises form part, and includes any other land used by the Landlord from time to time in conjunction with the Building (for example, as a parking area).
- vi 'Landlord' includes the heirs, executors, administrators and assigns of the Landlord and, where the context permits, includes the Landlord's Agent.
- vii 'Landlord's Property' means all property owned by the Landlord in the Premises including but not limited to fixtures, fittings, plant, equipment, partitions, stock and other items in the Premises which are owned, hired or leased by the Landlord and which are not the Tenant's Property.
- viii 'Tenant' includes the executors, administrators and permitted assigns of the Tenant.
- ix 'Rent Review Date' means the relevant rent review date specified in clause 27.
- x 'Tenant's Property' means all fixtures, fittings, plant, equipment, partitions, stock and other items in the Premises which are owned, hired or leased by the Tenant, or brought onto the Premises by the Tenant or a person claiming through or under the Tenant, and which are not the Landlord's Property.
- xi 'Term' means the term of this lease as stated on the front page of this lease, and includes any further terms granted in accordance with this lease.
- xii Where the context permits, words expressed in the singular include the plural and vice versa and words referring to a person include a company.
- xiii Where two or more Tenants, Landlords or Guarantors are parties, the terms and conditions of this lease bind them jointly and severally and their obligations and liabilities under this lease are joint and several.
- xiv Headings in bold have been inserted to assist the parties but they do not form part of this lease.
- xv "Including" and similar expressions are not words of limitation.

SPECIAL CONDITIONS

Special conditions forming part of this lease are to be signed by the parties and attached.

RULES AND REGULATIONS

1. No sign, advertisement or notice must be inscribed or painted or affixed on any part of the outside or the inside of the Premises except of such colour, size and style and in such place upon or in the Building as are approved in writing by the Landlord. Upon request by the Tenant, interior signs on glass doors and on the directory tablets (as applicable) will be provided by the Landlord for the Tenant and at the Tenant's expense.
2. The Tenant must not obstruct any entrances or exits, driveways, lifts, passageways, halls, staircases or fire escapes in the Building (as the case may be) or use them or any part of them for any purpose other than for entering and exiting the Premises or the Building.
3. The Tenant must not obstruct or interfere with the rights of the Landlord or other tenants or occupiers in the Building or do anything that may cause annoyance, nuisance, danger, damage, disturbance or offence to other tenants or occupiers of the Building.
4. The Tenant must, at all times, comply with all applicable:
 - a regulations and directions of any public authority and with the terms of any insurance policy relating to the Building or its contents; and
 - b building regulations, guidelines and procedures including, without limitation, with respect to fire safety and emergency procedures.
5. The Tenant must not install or position any safe, heavy equipment or article in the Building without prior written consent of the Landlord. If the Landlord grants such consent, it may prescribe the maximum weight and the position in which the safe, equipment or article may be placed or secured, and may give directions and/or supervise the installation, positioning or securing of such safe, equipment or article at the Tenant's expense. The Tenant must make good, at the Tenant's expense, all damage caused to the Building or any part of it by the introduction, installation, presence or removal of any heavy equipment or article of which the Tenant has ownership, custody or control.
6. In the event of an emergency or other circumstance whereby any toilet or washroom on any floor of the Building are not available for use, the Landlord may temporarily withdraw the Tenant's right of exclusive use of any or all toilet or washroom facilities (if any) not affected by the emergency or circumstance, so as to ensure availability of these facilities to all occupants of the Building. No rental adjustment may be made in relation to this lease during such temporary arrangement.
7. The Tenant must give priority to passenger traffic if it uses any lift to transport any goods, equipment or furniture.

PLEASE READ THIS LEASE CAREFULLY BEFORE AND AFTER EXECUTION

We hereby enter into this lease and agree to all its conditions.

SIGNED BY THE LANDLORD – where the Landlord is an individual

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Landlord /
Authorised Representative**

Date

DocuSigned by:

Neil Hannam

B6DC46844DDA451...

20/9/2023

Name of Signatory (this must be stated)

Neil Stephen Hannam

Authority of Signatory (delete whichever is not applicable)

Power of Attorney
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically

Signature of Witness

Date

DocuSigned by:

Maruana Hannam

0AD07A551AF2474...

21/9/2023

Name of Witness (this must be stated)

Maruana Hannam

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Landlord /
Authorised Representative**

Date

DocuSigned by:

Rangi Hannam

164B5BBAB515432...

21/9/2023

Name of Signatory (this must be stated)

Rangi Marie Hannam

Authority of Signatory (delete whichever is not applicable)

Power of Attorney
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically

Signature of Witness

Date

DocuSigned by:

Maruana Hannam

0AD07A551AF2474...

21/9/2023

Name of Witness (this must be stated)

Maruana Hannam

SIGNED BY THE LANDLORD - where the Landlord is a corporation
(to be signed by 2 directors, or 1 director and 1 secretary, or sole director and sole secretary, or authorised officer or Attorney)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

EXECUTED for and on behalf of ACN
pursuant to sections 127 and 128 of the Corporations Act 2001 (Cth):

**Signature of Director / Secretary /
Authorised Representative** **Date**

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

Director / Secretary / Authorised Officer / Attorney
(attach a copy of Power of Attorney if applicable)

**Signature of Director / Secretary /
Authorised Representative** **Date**

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

Director / Secretary / Authorised Officer / Attorney
(attach a copy of Power of Attorney if applicable)

SIGNED BY THE TENANT – where the Tenant is an individual

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Tenant /
Authorised Representative** **Date**

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

Power of Attorney
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Witness **Date**

Name of Witness (this must be stated)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Tenant /
Authorised Representative** **Date**

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

Power of Attorney
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Witness **Date**

Name of Witness (this must be stated)

SIGNED BY THE TENANT - where the Tenant is a corporation
(to be signed by 2 directors, or 1 director and 1 secretary, or sole director and sole secretary, or authorised officer or Attorney)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

EXECUTED for and on behalf of ACN
pursuant to sections 127 and 128 of the Corporations Act 2001 (Cth):

**Signature of Director / Secretary /
Authorised Representative** **Date**
 18.9.23

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

Director / Secretary / Authorised Officer / Attorney
(attach a copy of Power of Attorney if applicable)

**Signature of Director / Secretary /
Authorised Representative** **Date**

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

Director / Secretary / Authorised Officer / Attorney
(attach a copy of Power of Attorney if applicable)



SIGNED BY THE GUARANTOR

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Guarantor /
Authorised Representative

Date

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

Power of Attorney
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically

Signature of Witness

Date

Name of Witness (this must be stated)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Guarantor /
Authorised Representative

Date

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

Power of Attorney
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically

Signature of Witness

Date

Name of Witness (this must be stated)

SPECIAL CONDITIONS

Lessee to:

- a. Supply and install chiller
- b. Supply Philips Hue downlights for some of the downlight replacements (to be left at make-good)
- c. Install basic access control system on front and rear doors, with alarm (to be left at make-good)
- d. Install cctv cameras to front and rear of tenancy (to be left at make-good)
- e. Install GPO and Data outlets where appropriate
- f. Install plant (including remove and reinstall glass).

Other:

- a. Approval to install chiller behind unit (subject to positioning as you direct)
- b. Upgrade to 100A supply in tenancy
- c. Exhaust fan operating in kitchen
- d. Air conditioning serviced and operational with new filters
- e. Hot water operational
- f. 24/7 access to tenancy
- g. Existing stainless sink, drainage into grease trap and existing drainage pipes along wall
- h. Gross rent: This rental includes strata levies, council rates and land tax. The lessee is responsible for their own costs - eg power cleaning, insurance, data, AC maintenance etc.
- i. Parking: Two (2) car spaces included in the rent. The lessee shall be responsible for any car parking levy which may be charged by an authority (currently no parking levy is payable) if applicable in the future. Location of spaces may be subject to change.
- j. Amenities are shared.



COMMERCIAL LEASE

Note: Suitable for small office buildings, industrial premises and shop premises which are not the subject of the *Retail Leases Act 1994* (NSW) where the term of the lease (including the period of any option) does not exceed 3 years.

This lease is made in duplicate on / / ,
at in the State of New South Wales.

PARTIES

Between	N.S Hannam & R.M Hannam (ABN 14 517 695 933)	Landlord
	(Name, address, ABN and email address* (see note))	
whose agent is	Balmoral Partners Pty Ltd	Agent
	(Name, business address, ABN and email address* (see note))	
and	Scitek Australia Pty Ltd (ACN 003 781 717)	Tenant
	(Name, business address, ABN and email address* (see note))	
and	Not Applicable	Guarantor
	(Name, business address, ABN and email address* (see note))	

*** Note:** By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.

GST REGISTRATION

The Landlord is registered for GST ☒ Yes ☐ No

The Tenant is registered for GST ☒ Yes ☐ No

PREMISES

The Landlord leases the premises known as (address)
 (title reference) (Premises)

including all the Landlord's Property.

PERMITTED USE

The Premises must only be used as (Permitted Use).

RENT

Except as otherwise provided the rent is (excl. GST)

per annum with the first instalment equal to an amount of \$ commencing on / / 2024 ,
and payable in advance by the Tenant on the first day of every month

to the Landlord or Agent in the form or manner as directed by the Landlord / Agent on or before the Commencing Date or as the Landlord / Agent notifies in writing to the Tenant from time to time.

TERM

The term of this lease is One (1) year

commencing on 01 / 02 / 2024 (Commencing Date) and ending on 31 / 01 / 2025 (Terminating Date).

SECURITY DEPOSIT / BANK GUARANTEE (tick applicable box)

The Security Deposit or Bank Guarantee is for an amount equal to:

☒ \$ 11,000.00 ☐ OR months' rent (plus GST)

and as referred to in clause ☐ 36 or ☒ 37 (as applicable)

For a Security Deposit pursuant to clause 37, the Security Deposit will be held as follows (tick applicable box):

☐ In trust for the exclusive benefit of the Landlord by either the Landlord's Agent or the Landlord's solicitor, or
☒ Other (please specify): Held by the lessor.

OPTION

Subject to clause 26 of this lease the Landlord offers a renewal of this lease for a further term of One (1) years
and months.

RENT REVIEW METHOD AND DATES

Refer to clause 27 of this lease.

HOLDING OVER

If, following the Terminating Date, the Tenant remains in occupation of the Premises with the prior written consent of the Landlord, this lease will continue as a periodic lease from month to month at a rent determined in accordance with the rent review method specified in clause 27 or, if no rent review method is specified in clause 27, at a rent to which both parties agree. If no rent review method is specified in clause 27 and the parties are unable to agree on the rent, the rent will be determined in accordance with the rent review method in clause 27B.

OUTGOINGS *Tick applicable box and specify percentage where applicable:*

☐ The Tenant's percentage of outgoings to be paid in accordance with Clause 13(i) is %.

OR

☐ The Tenant's percentage of any increases in outgoings to be paid in accordance with Clause 13(ii) is %.

OR

☐ Other (insert here any special conditions relating to outgoings):

INSURANCE

The minimum amount of cover for public liability insurance referred to in clause 11(iv) at the Commencing Date is:

☒ \$20,000,000

OR

☐ \$ (specify other amount) (tick applicable amount)

CONDITIONS

The parties agree to the conditions set out above and on the following pages and also to those conditions implied by Sections 84 and 85 of the *Conveyancing Act 1919*, which are not expressly negated or modified by this lease.

Note: It is advisable for the Tenant to insure the Tenant's own property

THE LANDLORD AGREES:**Security**

1. To ensure that the external doors and windows contain locks and/or catches that are in working order.

Use of Premises

2. To allow the Tenant to use and occupy the Premises without unreasonable interference by the Landlord or their Agent.

Rates and Taxes

3. Unless billed directly to the Tenant by a relevant authority, to pay council, water and sewerage rates, land tax and other levies promptly.

Tax Invoices

4. To issue tax invoices (where applicable) showing the Tenant's name, the address of the Premises, the ABN of the Landlord, the amount payable, the period to which the amount relates, and other such requirements as determined by the Australian Taxation Office from time to time in relation to a valid tax invoice.

THE TENANT AGREES:**Rent**

5. i To pay the rent on time by equal instalments in advance (and proportionately for any part of the instalment period) in the manner that the Landlord or Agent may direct from time to time. The Tenant must pay the rent without set-off, counterclaim, withholding or deduction.
- ii To pay, on demand, interest at the rate of 8% per annum above the base lending rate from time to time of the Commonwealth Bank of Australia (or such other institution as the Landlord may reasonably nominate), compounding monthly on any money payable under this lease to the Landlord which is not received by the Landlord by the date required under this lease. Interest payable under this clause must be calculated from and including the date the outstanding payment was due to and including the date it is actually received by the Landlord.

Consents

6. To obtain, keep current and comply with at its own expense all necessary consents that may be required from local government or other authorities to carry on their proposed business at the Premises (being a business that falls within the Permitted Use).

Charges

7. To pay all charges for utilities, including without limitation gas, electricity, telecommunications, water usage and garbage or sanitary rates or charges (as applicable), relating to the Tenant's use and occupation of the Premises.

Care and Security of Premises

8. To take care of the Premises and to keep them in a clean and secure condition, and in particular:
 - i To make no alterations or additions to the Premises, including the erection of any sign or antenna or the installation of an air-conditioning unit, solar panels or any mechanical services, without the prior written consent of the Landlord.
 - ii Not to do any decorating that involves marking, defacing or painting any part of the Premises, without the prior written consent of the Landlord.
 - iii Not to put anything down any sink, toilet or drain likely to cause obstruction or damage.
 - iv Not to keep animals on the Premises, without the prior written consent of the Landlord.
 - v To notify the Landlord promptly of any infectious disease and take all necessary steps and actions to keep the Premises free of any pest, insect or vermin.

- vi To ensure that rubbish is not accumulated on the Premises and to remove all trade refuse regularly and in a manner acceptable to the Landlord, and to sort and deposit any refuse that is suitable for recycling in the correct recycling receptacles (if any) provided in the Building and/or on the Premises.
- vii To notify the Landlord promptly of any loss, damage, accident or defect in or on the Premises as soon as the Tenant becomes aware of the issue.
- viii To keep the Premises clean and tidy at all times. Unless clause 32 applies, if the Tenant engages an independent cleaning contractor to clean the Premises, it must provide details of such contractor to the Landlord or the Agent as required by the Landlord and/or the Agent.
- ix Secure the Premises when they are unoccupied and comply with the Landlord's directions or instructions from time to time in relation to the security, fire, safety or related requirements and procedures of the Building.
- x To undertake any works in relation to the Premises as required by legislation from time to time, at the Tenant's cost and subject to the Landlord's prior written approval of such works (not to be unreasonably withheld), including but not limited to works on any external door or window and associated catch or locking mechanism.
- xi Except to the extent required for the Permitted Use stated on the front page of this lease, not bring onto, store, use, manufacture, produce or release any inflammable substance or dangerous substance onto the Premises or the land on which the Premises are situated.
- xii Must not do anything in or around the Premises or Building that may cause annoyance, nuisance, danger, damage, disturbance or offence to the occupiers or owners of any nearby premises or to the Landlord.

Permitted Use and Occupation

- 9. i To use the Premises only for the Permitted Use and not for any other purpose.
- ii That it has independently satisfied itself that the Premises are suitable for the Permitted Use.
- iii Not to sleep or permit anyone to sleep on the Premises unless the Premises or a portion of the Premises is zoned for residential use and the Landlord has given prior written consent.

Rules and Regulations

- 10. To ensure that the Tenant and the Tenant's employees, licensees, contractors and agents comply with any rules, regulations and by-laws applicable to the Premises and the Building (if any). Such rules, regulations and by-laws may be created, amended, supplemented or replaced from time to time by the Landlord (and, if the Premises form part of a strata scheme, by the owners corporation). This lease prevails to the extent that any such rule, regulation or by-law (other than any rule, regulation or by-law of a strata scheme) is inconsistent with the Tenant's rights and obligations under this lease.

Insurance

- 11. i To arrange and keep current all insurances required by law, including but not limited to workers compensation insurance (as applicable) in relation to the Premises.
- ii To insure and keep insured all glass, windows and doors of the Premises for at least their full replacement value.
- iii To arrange and keep current insurances in relation to the Tenant's business, including the Tenant's property and stock in or on the Premises.
- iv To arrange and keep current public risk insurance covering liability in respect of personal injury, death, property damage, product liability and contractual liability arising from the occupation and/or use of the Premises by the Tenant for the minimum amount per occurrence as noted in this lease or such other reasonable amount notified by the Landlord to the Tenant from time to time.
- v To pay any additional insurance premiums payable by the Landlord as a result of the Tenant's acts or omissions.
- vi To ensure that all insurances effected under this clause are on terms and are provided by an insurer acceptable to the Landlord (acting reasonably) and which note the Landlord as an interested party.
- vii To do nothing in or to the Premises or the Building or keep anything in the Premises or the Building that would or is likely to increase an insurance premium payable on the Premises or the Building except with the prior written consent of the Landlord.
- viii To do nothing which is likely to prejudice, cancel or invalidate any insurance policy which the Tenant or the Landlord has in relation to the Premises or the Building and to promptly notify the Landlord of any circumstances which is likely to prejudice, cancel or invalidate any such insurance policy.

Risk and Indemnity

- 12. i To occupy and use the Premises at the Tenant's own risk.
- ii To indemnify, and to keep indemnified, the Landlord against any claim, demand, remedy, suit, injury, damage, loss, cost and liability in respect of:
 - a any non-payment or delayed payment of rent;
 - b the loss of or damage to part or the whole of the Premises or the Building (or both);
 - c any person for the loss of or damage to their personal property; and
 - d any person for personal injury or death,
 which occurs arising out of any breach or unlawful or negligent act or omission of the Tenant or the Tenant's employees, officers, agents, contractors or invitees.
- iii In such circumstances the Tenant must meet all claims whether they are made directly against the Tenant or against the Landlord. Any resultant repairs to or works on the Premises or to any part of the Building must be carried out at the Tenant's cost by builders or contractors approved by the Landlord.
- iv To the full extent permitted by law, the Tenant releases the Landlord, its employees, officers, agents and contractors and the Agent from all actions, suits, claims, remedies and demands of any kind and from all liability which may arise in relation to or in connection with any loss, damage, liability, cost, expenses, injury or death in, near or with respect to the Building or the Premises except to the extent it is caused by the Landlord's unlawful or negligent act or omission.

Outgoings

13. i To reimburse the Landlord immediately, upon the Landlord providing a valid tax invoice to the Tenant, amounts equal to the Tenant's percentage of outgoings noted in this lease of any and all outgoings and expenses relating to the Premises, the Building and/or the Land including, without limitation, local government rates, water and sewerage rates, land tax, owners corporation or strata levies and contributions, insurance premiums, garbage and waste disposal costs, car park levies, lift services (if applicable), maintenance, repairs and cleaning costs, security costs, management fees and expenses and such other outgoings (as applicable) relating to the Premises, the Building and/or the Land. Land tax must be calculated on the basis that the Land was the only land owned by the Landlord.

OR

- ii To reimburse the Landlord immediately, upon the Landlord providing a valid tax invoice to the Tenant, for the percentage noted in this lease of all increases in any and all outgoings and expenses relating to the Premises, the Building and/or the Land including, without limitation, local government rates, water and sewerage rates, land tax, owners corporation or strata levies and contributions, insurance premiums, garbage and waste disposal costs, car park levies, lift services (if applicable), maintenance, repairs and cleaning costs, security costs, management fees and expenses and such other outgoings (as applicable) relating to the Premises, the Building and/or the Land from the financial year that ended immediately before the Commencing Date. Land tax must be calculated on the basis that the Land was the only land owned by the Landlord.

AIR CONDITIONING

14. i If one or more air-conditioning units are installed in the Premises and exclusively services the Premises, the Tenant must ensure that they are regularly serviced and maintained (excluding repairs of a capital nature) at the Tenant's cost with a licensed contractor and, on request by the Landlord, the Tenant must supply the Landlord with a copy of service records and documentation (as applicable).
- ii If the Landlord and Tenant agree that any air-conditioning unit that exclusively services the Premises is to be replaced, and the Premises form part of a strata scheme, the Tenant agrees that any proposed works (including removal of any existing air-conditioning unit) and specifications relating to the replacement air-conditioning unit must comply with relevant by-laws of the strata scheme, any applicable law or regulation and, where necessary, be approved by the owners corporation of such strata scheme.
- iii The Landlord is responsible for any works of a capital nature relating to any air-conditioning unit that exclusively services the Premises, other than any such unit installed by or at the request of the Tenant or a predecessor in title of the Tenant.
15. The Landlord is under no obligation to remove, or carry out works not covered by clause 14iii in respect of, any air-conditioning unit installed in, or supplied to, the Premises and, if no air-conditioning unit exists at the Commencing Date, the Landlord is under no obligation to install any air-conditioning unit or other mechanical services.

BOTH PARTIES AGREE THAT:**Unforeseen Event**

16. i This clause 16 applies if the whole or a substantial part of the Premises or the Building is destroyed or damaged so that the Premises are substantially unfit for use or are substantially inaccessible.
- ii If the Premises or the Building (as the case may be) cannot be or are not (or is not) reinstated within a reasonable time, then each of the Landlord and Tenant have the right to terminate this lease on giving at least 5 Business Days' written notice to the other.
- iii The Landlord will not be obligated to reinstate the Premises or the Building. However, for the period during which the Premises are substantially unfit for use or are substantially inaccessible, the rent and other money payable by the Tenant under this lease will abate in proportion with the reduction in usability or accessibility.
- iv Despite anything in this clause 16 to the contrary, the Tenant will not be entitled to terminate this lease under clause 16ii or to abatement under clause 16iii if the destruction or damage was caused or contributed to by the neglect, breach, unlawful act or omission or negligence of the Tenant or the Tenant's employees, officers, agents, contractors or invitees or if any insurance policy does not apply as a result of the neglect, breach, unlawful act or omission or negligence of the Tenant or the Tenant's employees, officers, agents, contractors or invitees.

Inspections and Condition of Premises

17. The Landlord or Agent must inspect the Premises at the Commencing Date and at the end of this lease and take note of the condition of the Premises including the state of cleanliness, state of repair and working order of appliances and services. The Tenant accepts the condition of the Premises as at the Commencing Date. Subject to any contrary provision in this lease, the Landlord is not under any obligation to carry out any repairs, maintenance, additions or alterations. The Tenant must, at its cost, provide to the Landlord or Agent a completed condition report relating to the Premises prior to the Commencing Date if required to do so by the Landlord or Agent.

Repairs and Maintenance

18. i The Tenant must keep the Premises and the Landlord's Property in good repair and condition, and must repair any damage to the Premises or the Landlord's Property caused or contributed to by the neglect, breach or negligence of the Tenant or the Tenant's employees, officers, agents, contractors or invitees. Any repair or maintenance must be carried out at the cost of the Tenant in a proper and workmanlike manner by suitably licensed and appropriately insured contractors. The Tenant must maintain and keep in good repair and condition all mechanical, plumbing, electrical and other fixtures, fixtures, equipment and services on or serving the Premises, including without limitation:
- a any ceiling fans, any exhaust fans and any hot water systems; and
- b any fire equipment and essential services equipment.
- ii The Tenant must ensure that all necessary and required inspections relating to facilities in the Premises, including, but not limited to, air-conditioning systems, fire equipment, essential services equipment and lifts (as applicable), are undertaken at appropriate periodic intervals and that all associated certifications are issued. The Tenant must promptly provide to the Landlord a copy of any such certification.
- iii The Tenant must ensure that, at all times, the Tenant and the Tenant's employees, officers, agents, contractors and invitees comply with all laws, rules and regulations relating to the use or occupation of the Premises including all applicable work, health and safety legislation.
- iv The Tenant is not responsible for repairing fair wear and tear or for any repair, replacement or maintenance to the extent that it is necessary as a result of fire, storm water, lightning, storm, flood, explosion, riot, civil commotion or terrorism, but except to the extent that any fair wear and tear is caused by or such repair, replacement or maintenance is rendered necessary by any particular use of, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.

- v The Tenant is not required to carry out or contribute to any costs or expenses of any works of a capital or structural nature except to the extent that the works are rendered necessary by any particular use of or damage by, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.

Access

- 19. i The Landlord must respect the Tenant's right to privacy.
- ii The Tenant must allow access to the Landlord or Agent:
 - a when it is reasonable that they or either of them should view the condition of the Premises or to enable them to comply with any law or requirement of any relevant authority, or to carry out any work to the Premises or any adjacent property of the Landlord by contractors authorised by the Landlord or Agent; or
 - b to erect 'to let' signs and to show the Premises to prospective tenants, on reasonable notice to the Tenant; or
 - c to erect 'for sale' signs and to show the Premises to prospective purchasers, on reasonable notice to the Tenant.
- iii The Landlord must give the Tenant reasonable notice of the time and date for such access which is to be as convenient as possible for the parties.
- iv The Landlord or Agent may have access to the Premises at any time on reasonable notice to the Tenant or without notice in the case of an emergency or to carry out urgent repairs.
- v If normal trading hours apply to the Building, then the Tenant may not use the Premises outside such normal trading hours unless it complies, at the Tenant's cost, with the Landlord's requirements relating to security or use of facilities in the Building (if any). If required by the Landlord, the Tenant must pay the Landlord's costs in connection with the Tenant using the Premises outside the normal trading hours, including without limitation costs associated with any security or other personnel and costs associated with the use of facilities in the Building.

Costs, Disbursements and Expenses

- 20. i The Tenant must pay their own legal costs, disbursements and expenses and must pay the reasonable legal costs, disbursements and expenses of the Landlord in relation to the preparation, negotiation and execution of this lease.
- ii The Tenant must pay the stamp duty and registration fees (if any) payable in connection with this lease.
- iii The Tenant must pay all legal costs, disbursements and expenses of the Landlord in relation to any breach by the Tenant (including, without limit, in connection with any breaches set out in clause 28) and the exercise or proposed exercise of any right, power or remedy available to the Landlord.
- iv The Tenant must pay the Landlord's costs, disbursements and expenses reasonably incurred by the Landlord in connection with a request by the Tenant for the Landlord's consent under this lease whether such consent is granted or not.
- v By way of demand, the Landlord must provide the Tenant with a copy of any account presented to the Landlord in respect of any of the Landlord's costs, disbursements and expenses referred to in this clause (as may be applicable) and the Tenant must reimburse the Landlord such costs, disbursements and expenses within 14 days of the Tenant being provided with the Landlord's demand.

GST

- 21. In this clause 21, words or expressions which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning as given in that Act. Except to the extent that this lease expresses them to be inclusive of GST, any amounts, including rent and outgoings, referred to in this lease which are payable by the Tenant to the Landlord, or on behalf of the Landlord, under this lease, are exclusive of GST. If GST is imposed on any supply made to the Tenant under or in accordance with this lease then, unless it is expressed to be inclusive of GST, the amount the Tenant must pay for that supply is increased by the amount of that GST. The Landlord must provide to the Tenant a valid tax invoice in respect of the supply. If the rate of GST is increased or decreased, the parties agree that any amounts referred to in this lease that are expressed to be inclusive of GST must be varied accordingly.

Compliance with laws

- 22. i Subject to clause 22 (ii) and clause 22 (iii), each party must observe, as applicable to itself, all relevant laws, regulations, by-laws and other standards with respect to the Premises.
- ii The Landlord will not be obligated to observe a requirement under any such laws, regulations, by-laws or other standards that applies in whole or in part as a result of any particular use of or damage by, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.
- iii The Tenant must ensure that it observes and complies with, at its cost:
 - a all relevant laws, regulations, notices, orders and requirements of any relevant authority with respect to the use of the Premises, including all fire safety requirements applicable to the Premises; and
 - b any requirement the subject of clause 22(ii).
- iv However, before complying with any such law, regulation, by-law, standard, notice, order or requirement, the Tenant must obtain the Landlord's and/or the Agent's consent where such consent is required under this lease.

Notices

- 23. Any written notice required or authorised by this lease:
 - i Must be served on the Tenant personally, by pre-paid post to the Premises, by being left in the post box, if any, at the Premises or sent by email to the Tenant's email address stated in this lease or as otherwise notified in writing from time to time by the Tenant to the Landlord.
 - ii Must be served on the Landlord or Agent personally, by pre-paid post to their address as shown in this lease or as notified in writing from time to time to the Tenant, by being left in the post box, if any, at that address or by email to the email address of the Landlord or Agent stated in this lease or as otherwise notified in writing from time to time by the Landlord or the Agent or Landlord's solicitor.
 - iii Where it has been sent by pre-paid post, will be deemed to be served on the earlier of the day it is actually delivered or the 7th Business Day after posting.
 - iv Where it has been sent by email, will be deemed to be served as soon as it is sent, unless the sender receives an automated message indicating that there was an error in the transmission of the email.
 - v May take effect on any day of the month if it relates to the termination of a periodic lease provided it gives the required period of notice.

Mitigation

24. Where there has been a breach of any condition of this lease by a party, the other parties must take all reasonable steps to minimise any loss or damage which may be, or has been, incurred.

Disputes

25. In any dispute or proceedings between the parties, the parties must act reasonably and in good faith and without delay and make all admissions necessary to enable the real issues to be efficiently determined and resolved.

Renewal / Option

26. i The Tenant must give to the Landlord or the Agent notice in writing not more than 6 months and not less than 4 months prior to the expiration of the initial Term if the Tenant wishes to take a renewal of this lease for the further term stated on the front page of this lease (if any). Provided that the Tenant has given notice in accordance with this clause (time being of the essence), has duly and punctually paid the rent and has duly performed and observed on the Tenant's part all conditions and obligations contained in this lease up to the expiration of the initial Term, the Landlord will, at the cost of the Tenant, grant the Tenant the further term.
- ii The starting rent for a further term is to be determined in accordance with the Rent Review Method specified in clause 27 and subject to clauses 27(ii) and 27(iii). If no choice is selected, then the starting rent must be determined in accordance with a CPI Review as calculated under clause 27B and subject to clauses 27(ii) and 27(iii).
- iii A lease for any further term must be on the same terms as this lease (including any special conditions and variations to this lease which have become effective during the initial Term) except that the Commencing Date and Terminating Date must be replaced in accordance with the commencing date and terminating date of the further term, the rent from the commencing date of the further term must be the amount determined under clause 26(ii), the provisions relating to renewal / option (including this clause 26) are to be deleted in such a lease and the rent review methods and rent review dates for the further term must be as per the relevant methods and dates for any new lease as indicated in clause 27.

Rent Review

27. i Rent reviews must be conducted by the following methods (*tick the applicable rent review method*) on each of the following specified dates (*tick applicable box for review dates*) and if more than one method is selected then the greater amount must be the revised rent.
- ii The parties agree that if the rent is not determined by a Rent Review Date, the Tenant must continue to pay the rent payable immediately before the Rent Review Date until the new rent is determined, with the new rent to apply from the relevant Rent Review Date. The Tenant must account in favour of the Landlord for any difference in rent from the relevant Rent Review Date to the date the new rent is determined in the manner directed by the Landlord or the Agent.
- iii Despite any other provision in this lease, the rent from a Rent Review Date must not be less than the rent payable immediately prior to the relevant Rent Review Date.

☐ **27A Market Review**

- ☐ On each anniversary of the Commencing Date of this lease
- ☐ If the option to renew is exercised, on the commencing date of the new lease
- ☐ If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- ☐ The commencing date of any periodic lease from month to month
- ☐ Other:

- i If this option is selected, then, at least 30 days before the relevant Rent Review Date, the Landlord may notify the other in writing that the rent is to be varied to an amount representing the Current Market Rent for the Premises.
- ii If the Landlord and the Tenant do not agree as to the Current Market Rent then such rent must be determined by the President of the Real Estate Institute of New South Wales or his /her appointee. The costs of such rental determination must be borne in equal shares by the parties unless otherwise agreed between the parties.
- iii Despite clauses 27A(i) and 27A(ii), the Landlord and Tenant may agree to a rent representing the Current Market Rent after the relevant Rent Review Date.
- iv A rent agreed or determined under this clause must not be less than the rent payable immediately before the relevant Rent Review Date and must apply from the relevant Rent Review Date.

☐ **27B CPI Review**

- ☐ On each anniversary of the Commencing Date of this lease
- ☐ If the option to renew is exercised, on the commencing date of the new lease
- ☐ If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- ☐ The commencing date of any periodic lease from month to month
- ☐ Other:

If this option is selected or if, in relation to any date referred to in this clause 27 for which a review option may be selected (other than the commencing date of any periodic lease from month to month), no such selection is made, then on and from each relevant Rent Review Date, the revised rent payable under this lease must be determined in accordance with the following formula:

$$\$A = B \times C / D$$

Where:

- A is the revised rent;
- B is the rent payable in the 12 month period immediately prior to the relevant Rent Review Date;
- C is the Consumer Price Index (Sydney All Groups) number last published immediately prior to the relevant Rent Review Date; and
- D is the Consumer Price Index (Sydney All Groups) number last published immediately prior to the date falling 12 months prior to the relevant Rent Review Date.

☒ **27C Fixed Percentage**

- ☒ On each anniversary of the Commencing Date of this lease
- ☒ If the option to renew is exercised, on the commencing date of the new lease
- ☐ If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- ☒ The commencing date of any periodic lease from month to month
- ☐ Other:

If this option is selected, then the rent on and from each relevant Rent Review Date is calculated as follows:

$$R2 = R1 + (R1 \times FP)$$

Where: R2 is the rent payable on and from the relevant Rent Review Date;
 R1 is the rent payable immediately before the relevant Rent Review Date; and
 FP is the fixed percentage nominated for the Rent Review Date.

The fixed percentage (FP) is:

☐ **27D Fixed Amount**

- ☐ On each anniversary of the Commencing Date of this lease
- ☐ If the option to renew is exercised, on the commencing date of the new lease
- ☐ If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- ☐ The commencing date of any periodic lease from month to month
- ☐ Other:

If this option is selected, then the rent on and from the relevant Rent Review Date is calculated as follows:

$$X2 = X1 + FA$$

Where: X2 is the rent payable on and from the relevant Rent Review Date;
 X1 is the rent payable immediately before the relevant Rent Review Date; and
 FA is the fixed amount nominated for the relevant Rent Review Date.

The fixed amount (FA) is:

Termination

28. i If this lease has become a periodic lease from month to month, the Landlord or Tenant may terminate it by giving 1 months' written notice to the other party.
- ii The Landlord will have the right to terminate this lease by written notice to the Tenant and re-enter the Premises or to continue this lease as a periodic lease from week to week:
- where the Landlord has given the Tenant a notice of breach and the Tenant has not remedied the breach within the period specified in the notice;
 - where the Tenant has failed to pay rent for a period in excess of 14 days, whether formally demanded or not;
 - where the Tenant has seriously or persistently breached any clause of this lease; or
 - to the extent permitted by law, upon the Tenant and/or Guarantor being declared bankrupt or insolvent according to the law or making any assignment for the benefit of creditors or taking the benefit of any Act now or hereafter to be in force for the relief of bankrupts or insolvents. (Section 85 (1) (d) of the *Conveyancing Act 1919*, as amended, is hereby varied accordingly.)
- iii If the Landlord intends to exercise its right to continue this lease as a periodic lease from week to week, it must serve the Tenant with a written notice stating the reason and informing the Tenant of the variation to this lease. Upon service of the notice, this lease must continue with all its conditions, except for the Term and holding over conditions, as a periodic lease from week to week, which may be terminated by 7 days' written notice from the Landlord or Tenant.
- iv The Landlord will have the right to re-enter the Premises without giving notice if there are reasonable grounds to believe the Premises have been abandoned.
- v Any action by the Landlord or the Tenant in accordance with clauses 28(i), 28(ii), 28(iii), 28(iv) or 28(viii), will not affect any claim for damages in respect of a breach of a term or condition of this lease.
- vi Upon termination or expiry of this lease, the Tenant must remove from the Premises all of the Tenant's Property, including the removal and re-alteration of any additions and alterations made by the Tenant, except any item which the Landlord has notified the Tenant that it need not be removed. The Tenant must promptly make good any damage or defacement occasioned to any part of the Premises in the course of such removal and/or re-alteration and leave the Premises in a clean and tidy condition and free from rubbish.
- vii Upon the termination or expiry of this lease for any reason, the Tenant must promptly and peacefully give the Landlord vacant possession of the Premises in the condition it was in on the Commencing Date and in the state of repair required by this lease and must, at the same time, hand over all keys, security cards and passes for the Premises and/or the Building.
- viii If the Tenant fails to comply with any of the Tenant's obligations under clause 28(vi) or clause 28(vii), then:
- the Landlord may do anything that the Tenant has failed to do;
 - in relation to any of the Tenant's Property left on the Premises, the Landlord may do either or both of the following:
 - remove and store the Tenant's Property in the manner determined by the Landlord;
 - treat the Tenant's Property as abandoned and deal with it in the manner determined by the Landlord. If the Landlord sells the Tenant's Property, the Landlord does not have to account to the Tenant for any proceeds, or provide or keep records concerning the sale, and the Landlord may apply any proceeds as the Landlord sees fit; and
 - the Tenant must pay to the Landlord, within 7 days after the Tenant receives a demand from the Landlord, all costs and expenses incurred by the Landlord under this clause 28(viii).

Termination Notice by Landlord

29. i If the Tenant receives from the Landlord or Agent a notice terminating this lease or a notice demanding immediate possession of the Premises in accordance with the terms of this lease, any acceptance of or demand for rent or money by the Landlord will not of itself be evidence of a new lease with the Tenant nor alter the legal effect of the notice.
- ii Where the Tenant unlawfully remains in possession after termination of this lease, the Landlord will be entitled, in addition to any other claim, to payments equal to the rent as compensation for the Tenant's use and/or occupation of the Premises.

Redecoration

30. Regardless of the condition of the Premises on the Commencing Date or fair wear and tear, the Tenant must redecorate the Premises (including, without limitation, paint and re-carpet) during the last 3 months before the Terminating Date or, if earlier terminated, then before the Tenant vacates the Premises.

Parting With Possession

31. i The Tenant must not assign, sub-let, license or part with possession of the Premises or this lease or any part of the Premises or this lease except with the prior written consent of the Landlord (which must not be unreasonably withheld).
- ii In seeking the Landlord's consent referred to in this clause, the Tenant must give the Landlord at least 28 days' prior written notice requesting such consent and the Tenant must pay the Landlord any reasonable costs incurred by the Landlord in considering and otherwise dealing with the Tenant's request, whether or not consent is given.
- iii The Tenant must provide the Landlord with any information the Landlord requires about the financial standing, resources or business experience of the proposed tenant and any proposed guarantor.
- iv The Tenant must ensure that the proposed tenant and proposed guarantor (if any) enter into a deed before this lease is assigned in a form reasonably required by the Landlord under which the proposed assignee covenants to perform all of the Tenant's obligations under this lease.
- v If the Landlord requires, the Tenant must ensure that the proposed tenant procures a guarantor acceptable to the Landlord who must give similar guarantees and indemnities as set out in this lease.
- vi The Tenant must pay all stamp duty and other taxes in relation to any assignment, sublease or other dealing under this clause 31.

Cleaning

32. i If the Landlord engages cleaning contractors to clean the Premises, the Tenant must allow such persons to clean the Premises and the Tenant must pay the Landlord the sum demanded by the Landlord for such cleaning at the same time and in the same manner as rent is payable under this lease. Such sums may be recovered by the Landlord in the same manner as rent is recoverable.
- ii The Landlord is not responsible to the Tenant for any loss or damage however occurring or caused by its cleaning contractors, or that contractor's employees, agents or sub-contractors.

Strata Title Conversion

33. The Landlord may register a strata plan, easements, covenants and other title dealings insofar as the same relates to the Building, or any part of it. If required by the Landlord, the Tenant must promptly provide its written consent to the strata plan, easements, covenants and other title dealings, in the form required by the Landlord, to the NSW Land Registry Services or any other relevant government authority. After registration of the strata plan, the Tenant must comply with any by-laws which are not inconsistent with the terms of this lease.

Work Health and Safety

34. i For the purposes of this clause 34, WHS Law means the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2011* (NSW).
- ii The Tenant agrees and acknowledges that it has management and control of the Premises for the purposes of the WHS Law. The Tenant must comply with, and ensure that its employees, licensees, contractors and agents comply with, the WHS Law and any applicable codes of practice, and ensure that it has adequate systems in place to identify, minimise and control all hazards.
- iii If any works on the Premises includes a 'construction project' (as defined in the WHS Law), the Tenant will have principal contractor obligations under the WHS Law in respect of the works, unless it validly appoints another person as principal contractor and authorises the person to have the necessary management and control of the Premises to perform their duties as principal contractor and to discharge the duties of a principal contractor including under Chapter 6 of the *Work Health and Safety Regulation 2011* (NSW).
- iv The Tenant must notify the Landlord within 3 Business Days of any:
- hazards or risks to the health and safety of persons using the Premises or the Landlord's Property
 - hazards, risks or incidents causing any serious lost time injury or any injury where off site medical treatment is required;
 - incident involving a near miss which, but for the near miss, could have caused any serious lost time injury or any injury where off site medical treatment is required; and
 - notifiable incidents (as defined in the WHS Law).

Guarantor's Liability

35. In consideration of the Landlord leasing the Premises to the Tenant in accordance with this lease, the Guarantors for themselves and each of them and each of their executors and administrators unconditionally agree that they and each of them are (with the Tenant) jointly and severally liable to the Landlord for the payment of the rent and all other amounts payable by the Tenant under this lease, and also for the due performance and observance of all the terms and conditions on the part of the Tenant contained or implied in this lease. AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that the Landlord may grant to the Tenant any time or indulgence and may compound or compromise or release the Tenant without releasing or affecting the liability of the Guarantors. For clarity, in this clause 35, a reference to "this lease" includes any periodic lease and any lease for the further term stated on the front page of this lease (if any).

Security Tick applicable clause: ☐ clause 36 or ☒ clause 37

36. i In this clause, "Bank Guarantee" means a guarantee given by an Australian bank acceptable to the Landlord (in its absolute discretion) that:
- is irrevocable, unconditional and has an expiry date falling not earlier than 6 months after the Terminating Date;
 - is on terms that the Landlord accepts in its absolute discretion;
 - requires the bank to pay on demand, whether by one or more requests, the amount equivalent to the amount stated on the front page of this lease under the heading "Security Deposit/Bank Guarantee";

- d is drawn in favour of the Landlord to cover "all of the Tenant's obligations under the lease for the Premises and any associated documents"; and
 - e is not in an electronic or digital form.
 - ii On or before the Commencing Date, the Tenant must deliver the Bank Guarantee to the Landlord.
 - iii The Bank Guarantee is security for the Tenant's performance under this lease.
 - iv The Landlord may call on the Bank Guarantee at any time to compensate the Landlord for any money due but unpaid for more than 14 days by the Tenant to the Landlord under this lease or to pay or compensate the Landlord for any costs or expenses incurred by the Landlord or its Agent in rectifying any breach of this lease by the Tenant (including, without limitation, any costs or expenses incurred by the Landlord or the Landlord's Agent in carrying out the Tenant's obligations which the Tenant has failed to carry out under this lease).
 - v The Tenant must not do anything which could prevent or delay payment by the bank to the Landlord under the Bank Guarantee.
 - vi If the Landlord calls on the Bank Guarantee, then the Tenant must deliver to the Landlord a replacement or additional Bank Guarantee so that the amount of the security held by the Landlord under this clause 36 is equal to the amount stated on the front page of this lease under the heading "Security Deposit / Bank Guarantee".
 - vii If the front page of this lease under the heading "Security Deposit / Bank Guarantee" indicates that the "Security Deposit / Bank Guarantee" is an amount equal to a number of months' rent plus GST, and the rent is increased pursuant to a rent review, the Tenant must, if requested by the Landlord or the Agent to do so, deliver to the Landlord a replacement or additional Bank Guarantee so that the amount of the security held by the Landlord is equal to the number of months' rent plus GST indicated on the front page of this lease at the increased rent.
 - viii The Landlord or the Landlord's Agent is under no obligation to return the Bank Guarantee to the Tenant until all the Tenant's obligations under this lease have been satisfied.
 - ix The Tenant must deliver any replacement Bank Guarantee or additional Bank Guarantee to the Landlord under clause 36(vi) or clause 36(vii) within 5 Business Days after the Landlord gives the Tenant a notice asking for it.
 - x The Landlord's appropriation of an amount against the Bank Guarantee:
 - a does not constitute a waiver of a failure by the Tenant to fulfil its obligations; and
 - b does not prejudice any other remedy or right of the Landlord for that failure.
 - xi If the Landlord sells, transfers or otherwise disposes of the Premises or the Land, the Tenant must, within 10 Business Days after being requested by the Landlord or the Agent to do so, deliver to the Landlord a replacement Bank Guarantee for the amount equivalent to the amount stated on the front page of this lease under the heading "Security Deposit / Bank Guarantee" drawn in favour of the purchaser, transferee or donee.
 - xii The Lessee's obligations under this clause are essential terms of this lease.
 - xiii If in the Landlord's opinion, acting reasonably, the Tenant has satisfied all of its obligations under this lease then the Landlord must return the Bank Guarantee to the Tenant after the Terminating Date.
37. i As security for the performance and observance by the Tenant of the terms and conditions of this lease, the Tenant must pay on or before the Commencing Date in favour of the Landlord a security deposit for the amount stated on the front page of this lease under the heading "Security Deposit / Bank Guarantee" (**Security Deposit**). The Security Deposit must be paid to the Landlord's Agent or the Landlord's solicitor as directed by the Landlord. The Security Deposit must be held as specified on the front page of this lease under the heading "Security Deposit / Bank Guarantee". All costs and fees relating to the trust account (if any) must be at the Tenant's cost. The Tenant is not entitled to any interest earned on the Security Deposit if the Landlord directs the Landlord's Agent or the Landlord's solicitor to invest the Security Deposit in an interest bearing account. Any interest earned on the Security Deposit will be the property of the Landlord.
- ii The Landlord, the Landlord's Agent or the Landlord's solicitor is entitled to deduct from the Security Deposit an amount equal to any money due but unpaid for more than 14 days by the Tenant to the Landlord under this lease or any costs or expenses incurred by the Landlord or its Agent in rectifying any breach of this lease by the Tenant (including, without limitation, any costs or expenses incurred by the Landlord or the Landlord's Agent in carrying out the Tenant's obligations which the Tenant has failed to carry out under this lease). If a deduction is made from the Security Deposit, the Tenant must replace the amount deducted within 5 Business Days of written request by the Landlord, the Landlord's Agent or the Landlord's solicitor so that, at all times throughout the Term, the Security Deposit is for the amount required to be provided as stated on the front page of this lease. The Landlord and the Landlord's Agent are under no obligation to return the Security Deposit to the Tenant until after the later of the Terminating Date and all the Tenant's obligations under this lease having been satisfied.
 - iii If the front page of this lease under the heading "Security Deposit / Bank Guarantee" indicates that the "Security Deposit / Bank Guarantee" is an amount equal to a number of months' rent plus GST, and the rent is increased pursuant to a rent review, the Tenant must, within 5 Business Days after being requested by the Landlord or the Agent to do so, pay to the Landlord an additional sum so that the amount of the security held by the Landlord is equal to the number of months' rent plus GST indicated on the front page of this lease at the increased rent.

Essential Terms

38. The parties agree that clauses 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 18, 19, 20, 21, 22, 32, 33, 36 and 37 are essential terms of this lease.

No Reliance

39. The Tenant acknowledges that, except as stated in this lease, it has not relied on any representations made by or on behalf of the Landlord or the Landlord's Agent in relation to the subject matter of this lease and that the Tenant has relied on its own independent legal, financial, taxation and other professional advice before entering into this lease.

Variation

40. This lease may not be varied or modified unless evidenced in writing and signed by the parties.

Severability

41. If any part of this lease is invalid, illegal or unenforceable, then it must be treated as excluded from this lease and the remainder of this lease will remain unaffected by such exclusion.

Entire Agreement

42. This lease is the entire agreement between the parties in respect of its subject matter and supersedes all previous communications and representations by or on behalf of the parties in respect of that subject matter.

Governing Law

43. This lease is governed by the laws of the State of New South Wales and each party irrevocably submits to the non-exclusive jurisdiction of the courts in that State.

Privacy Policy

44. The *Privacy Act 1988* (Cth) (the **Act**) allows certain information about the Tenant referred to in this lease to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this lease and only applies to the extent that the Landlord collects, uses and discloses personal information and is required by the Act to comply with the requirements of the Act. If the Landlord appoints an agent to act for the Landlord, then this Privacy Policy will apply to the Landlord's agent's collection, use and disclosure of personal information on behalf of the Landlord.

The Landlord may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the Tenant of any changes to this Privacy Policy by written notification to the Tenant. Any change to this Privacy Policy takes effect on the date of that written notification. The personal information the Tenant provides in connection with this lease or collected from other sources is necessary for the Landlord and (if appointed) the Landlord's agent to:

- i identify and verify the Tenant's identity;
- ii process and assess any application received in relation to the lease of the Premises;
- iii assess the Tenant's ability to meet their financial and other obligations under this lease;
- iv manage this lease and the Premises including (without limitation) the collection of rent and the preparation of required statements of accounts;
- v contact and liaise with goods and services providers as instructed by the Tenant and to provide those providers with the Tenant's personal information;
- vi comply with any applicable law;
- vii liaise and exchange information with the Tenant and the legal and other advisors of the Tenant, Landlord and (if appointed) the Landlord's agent in relation to or in connection with this lease;
- viii negotiate the lease for the Premises;
- ix process any payment (including, without limitation, the exchange of personal information with the relevant payment provider, where necessary); and
- x comply with any dispute resolution process.

If the personal information is not provided by the Tenant, the Landlord and (if appointed) the Landlord's agent may not be able to carry out the steps described above.

Personal information collected about the Tenant may be disclosed by the Landlord or (if appointed) the Landlord's agent for the purpose for which it was collected, to other parties including to the Landlord (if the Landlord's agent is appointed), the Landlord's mortgagee or head-lessor (in either case, if any), the legal and other advisors of the Tenant, Landlord and (if appointed) the Landlord's agent, referees, valuers, other agents, Courts and applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the Tenant (including, without limitation, goods and services providers), as required by any applicable law and to any prospective or actual purchaser of the Premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the Landlord and/or the Landlord's agent. The Landlord and (if appointed) the Landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the Tenant from misuse, loss, unauthorised access, modification or disclosure.

Further, if the Tenant applies for the lease of the Premises via any third party letting business, including any online letting businesses, then the Tenant will have consented to the disclosure of its personal information by that business to the Landlord and (if appointed) the Landlord's agent. The Tenant consents to the Landlord and (if appointed) the Landlord's agent receiving personal information from the relevant online letting business for the purposes specified in this Privacy Policy.

If the Tenant fails to comply with its obligations under this lease, then that fact and other relevant personal information collected about the Tenant during the term of this lease may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals.

The Landlord and (if appointed) the Landlord's agent may also use the Tenant's information including personal information for marketing and research purposes to inform the Tenant of products and services provided by the Landlord and (if appointed) the Landlord's agent, which the Landlord and (if appointed) the Landlord's agent consider may be of value or interest to the Tenant, unless the Tenant tells the Landlord or (if appointed) the Landlord's agent (see opt out option below) or has previously told the Landlord or (if appointed) the Landlord's agent not to.

If the Tenant does not wish to receive any information about such products and services then please tick this box: ☐ or otherwise notify the Landlord and/or Landlord's agent using the contact details of the Landlord and/or Landlord's agent (as applicable) set out earlier in this lease.

The Tenant has the right to request access to any personal information held by the Landlord and (if appointed) the Landlord's agent which relates to them, unless the Landlord or (if appointed) the Landlord's agent is permitted by law (including the Act) to withhold that information. If the Act applies to the Landlord and the Landlord is an 'organisation' (as defined under the Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). If an agent is appointed by the Landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the Tenant's personal information should be made in writing to the Landlord or (if appointed) the Landlord's agent at the contact details included in this lease. The Tenant has the right to request the correction of any personal information which relates to the Tenant that is inaccurate, incomplete or out-of-date.

By signing this lease, **the Tenant acknowledges** that it has read and understands the terms of this Privacy Policy and agrees to those terms and the permissions to collect, use and disclose personal information, and **the Tenant authorises** the Landlord and (if appointed) the Landlord's agent to collect, use and obtain, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.

Definitions and Interpretation

45. i 'Agent' in context with 'Landlord' includes the Landlord's real estate agent or managing agent and any other person authorised to act on behalf of the Landlord.
- ii 'Building' means the building in which the Premises are located.
- iii 'Business Day' means a day which is not a Saturday or Sunday and which is not a public holiday or a bank holiday in New South Wales.
- iv 'Current Market Rent' means the rent that would reasonably be expected to be paid for the Premises, as between a willing landlord and a willing tenant in an arm's length transaction (where the parties are each acting knowledgeably, prudently and without compulsion), determined on an effective rent basis, having regard to the following matters:
- a the provisions of this lease; and
 - b the rent that would reasonably be expected to be paid for the Premises if they were unoccupied and offered for renting for the same or a substantially similar use to which the Premises may be put under this lease, but does not take into account rent concessions and other benefits that are frequently or generally offered to prospective tenants of unoccupied commercial premises.
- v 'Land' means the lot or parcel on which the Building is situated or of which the Premises form part, and includes any other land used by the Landlord from time to time in conjunction with the Building (for example, as a parking area).
- vi 'Landlord' includes the heirs, executors, administrators and assigns of the Landlord and, where the context permits, includes the Landlord's Agent.
- vii 'Landlord's Property' means all property owned by the Landlord in the Premises including but not limited to fixtures, fittings, plant, equipment, partitions, stock and other items in the Premises which are owned, hired or leased by the Landlord and which are not the Tenant's Property.
- viii 'Tenant' includes the executors, administrators and permitted assigns of the Tenant.
- ix 'Rent Review Date' means the relevant rent review date specified in clause 27.
- x 'Tenant's Property' means all fixtures, fittings, plant, equipment, partitions, stock and other items in the Premises which are owned, hired or leased by the Tenant, or brought onto the Premises by the Tenant or a person claiming through or under the Tenant, and which are not the Landlord's Property.
- xi 'Term' means the term of this lease as stated on the front page of this lease, and includes any further terms granted in accordance with this lease.
- xii Where the context permits, words expressed in the singular include the plural and vice versa and words referring to a person include a company.
- xiii Where two or more Tenants, Landlords or Guarantors are parties, the terms and conditions of this lease bind them jointly and severally and their obligations and liabilities under this lease are joint and several.
- xiv Headings in bold have been inserted to assist the parties but they do not form part of this lease.
- xv "Including" and similar expressions are not words of limitation.

SPECIAL CONDITIONS

Special conditions forming part of this lease are to be signed by the parties and attached.

RULES AND REGULATIONS

1. No sign, advertisement or notice must be inscribed or painted or affixed on any part of the outside or the inside of the Premises except of such colour, size and style and in such place upon or in the Building as are approved in writing by the Landlord. Upon request by the Tenant, interior signs on glass doors and on the directory tablets (as applicable) will be provided by the Landlord for the Tenant and at the Tenant's expense.
2. The Tenant must not obstruct any entrances or exits, driveways, lifts, passageways, halls, staircases or fire escapes in the Building (as the case may be) or use them or any part of them for any purpose other than for entering and exiting the Premises or the Building.
3. The Tenant must not obstruct or interfere with the rights of the Landlord or other tenants or occupiers in the Building or do anything that may cause annoyance, nuisance, danger, damage, disturbance or offence to other tenants or occupiers of the Building.
4. The Tenant must, at all times, comply with all applicable:
 - a regulations and directions of any public authority and with the terms of any insurance policy relating to the Building or its contents; and
 - b building regulations, guidelines and procedures including, without limitation, with respect to fire safety and emergency procedures.
5. The Tenant must not install or position any safe, heavy equipment or article in the Building without prior written consent of the Landlord. If the Landlord grants such consent, it may prescribe the maximum weight and the position in which the safe, equipment or article may be placed or secured, and may give directions and/or supervise the installation, positioning or securing of such safe, equipment or article at the Tenant's expense. The Tenant must make good, at the Tenant's expense, all damage caused to the Building or any part of it by the introduction, installation, presence or removal of any heavy equipment or article of which the Tenant has ownership, custody or control.
6. In the event of an emergency or other circumstance whereby any toilet or washroom on any floor of the Building are not available for use, the Landlord may temporarily withdraw the Tenant's right of exclusive use of any or all toilet or washroom facilities (if any) not affected by the emergency or circumstance, so as to ensure availability of these facilities to all occupants of the Building. No rental adjustment may be made in relation to this lease during such temporary arrangement.
7. The Tenant must give priority to passenger traffic if it uses any lift to transport any goods, equipment or furniture.

PLEASE READ THIS LEASE CAREFULLY BEFORE AND AFTER EXECUTION

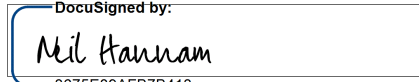
We hereby enter into this lease and agree to all its conditions.

SIGNED BY THE LANDLORD – where the Landlord is an individual

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Landlord /
Authorised Representative**

Date

DocuSigned by:


21/9/2023

3675E89AFB7B413...
Name of Signatory (this must be stated)

Neil Stephen Hannam

Authority of Signatory (delete whichever is not applicable)

Power of Attorney
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Witness

Date

DocuSigned by:


21/9/2023

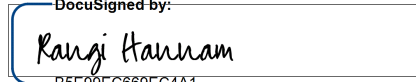
0AD07A551AF2474...
Name of Witness (this must be stated)

Maruana Hannam

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Landlord /
Authorised Representative**

Date

DocuSigned by:


21/9/2023

B5E99EC669EC4A1...
Name of Signatory (this must be stated)

Rangi Marie Hannam

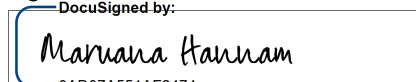
Authority of Signatory (delete whichever is not applicable)

Power of Attorney
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Witness

Date

DocuSigned by:


21/9/2023

0AD07A551AF2474...
Name of Witness (this must be stated)

Maruana Hannam

SIGNED BY THE LANDLORD - where the Landlord is a corporation*(to be signed by 2 directors, or 1 director and 1 secretary, or sole director and sole secretary, or authorised officer or Attorney)*

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

EXECUTED for and on behalf of

ACN

pursuant to sections 127 and 128 of the *Corporations Act 2001* (Cth):**Signature of Director / Secretary /
Authorised Representative****Date****Name of Signatory** *(this must be stated)***Authority of Signatory** *(delete whichever is not applicable)*Director / Secretary / Authorised Officer / Attorney
(attach a copy of Power of Attorney if applicable)**Signature of Director / Secretary /
Authorised Representative****Date****Name of Signatory** *(this must be stated)***Authority of Signatory** *(delete whichever is not applicable)*Director / Secretary / Authorised Officer / Attorney
(attach a copy of Power of Attorney if applicable)**SIGNED BY THE TENANT – where the Tenant is an individual**

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Tenant /
Authorised Representative****Date****Name of Signatory** *(this must be stated)***Authority of Signatory** *(delete whichever is not applicable)*Power of Attorney
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Witness**Date****Name of Witness** *(this must be stated)*

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Tenant /
Authorised Representative****Date****Name of Signatory** *(this must be stated)***Authority of Signatory** *(delete whichever is not applicable)*Power of Attorney
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Witness**Date****Name of Witness** *(this must be stated)***SIGNED BY THE TENANT - where the Tenant is a corporation***(to be signed by 2 directors, or 1 director and 1 secretary, or sole director and sole secretary, or authorised officer or Attorney)*

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

EXECUTED for and on behalf of

Scitek Australia Pty Ltd

ACN

003 781 717

pursuant to sections 127 and 128 of the *Corporations Act 2001* (Cth):**Signature of Director / Secretary /
Authorised Representative****Date**

18.9.23

Name of Signatory *(this must be stated)***Authority of Signatory** *(delete whichever is not applicable)*Director / Secretary / Authorised Officer / Attorney
(attach a copy of Power of Attorney if applicable)**Signature of Director / Secretary /
Authorised Representative****Date****Name of Signatory** *(this must be stated)***Authority of Signatory** *(delete whichever is not applicable)*Director / Secretary / Authorised Officer / Attorney
(attach a copy of Power of Attorney if applicable)

SIGNED BY THE GUARANTOR

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Guarantor /
Authorised Representative**

Date

Name of Signatory *(this must be stated)*

Authority of Signatory *(delete whichever is not applicable)*

Power of Attorney
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically

Signature of Witness

Date

Name of Witness *(this must be stated)*

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Guarantor /
Authorised Representative**

Date

Name of Signatory *(this must be stated)*

Authority of Signatory *(delete whichever is not applicable)*

Power of Attorney
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically

Signature of Witness

Date

Name of Witness *(this must be stated)*



COMMERCIAL LEASE

Note: Suitable for small office buildings, industrial premises and shop premises which are not the subject of the *Retail Leases Act 1994* (NSW) where the term of the lease (including the period of any option) does not exceed 3 years and the Premises comprise Torrens title land.

This lease is made in duplicate on 15 / 09 / 2022,
 at North Sydney in the State of New South Wales.

PARTIES

Between N S Hannam & R M Hannam - 14 517 695 933 (Name, address, ABN and email address* (see note))	Landlord
whose agent is Balmoral Partners Pty Ltd - 11 077 374 719 (Name, business address, ABN and email address* (see note))	Agent
and Scitek Australia Pty Ltd - 15 003 781 717 (Name, business address, ABN and email address* (see note))	Tenant
and (Name, business address, ABN and email address* (see note))	Guarantor

*** Note:** By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.

GST REGISTRATION

The Landlord is registered for GST ☒ Yes ☐ No
 The Tenant is registered for GST ☒ Yes ☐ No

PREMISES

The Landlord leases the premises known as 31a/1 Talavera Road, Macquarie Park (address)
 (title reference) (Premises)

including all the Landlord's Property.

PERMITTED USE

The Premises must only be used as Office/Storage/Showroom/Cafe/Food Preparation (Permitted Use).

RENT

Except as otherwise provided the rent is \$43,000 (excl. GST)
 per annum with the first instalment equal to an amount of \$3583.33 commencing on 01 / 10 / 2022,
 and payable in advance by the Tenant on the First (1st) day of every month
 to the Landlord or Agent in the form or manner as directed by the Landlord / Agent on or before the Commencing Date or as the Landlord / Agent notifies in writing to the Tenant from time to time.

TERM

The term of this lease is Sixteen (16) months
 commencing on 01 / 10 / 2022 (Commencing Date) and ending on 31 / 01 / 2024 (Terminating Date).

SECURITY DEPOSIT / BANK GUARANTEE (tick applicable box)

The Security Deposit or Bank Guarantee is for an amount equal to \$11,000
 and as referred to in clause ☐ 36 or ☒ 37 (as applicable)

OPTION

Subject to clause 26 of this lease the Landlord offers a renewal of this lease for a further term of Nil years
 and Nil months.

RENT REVIEW METHOD AND DATES

Refer to clause 27 of this lease.

HOLDING OVER

If, following the Terminating Date, the Tenant remains in occupation of the Premises with the prior written consent of the Landlord, this lease will continue as a periodic lease from month to month at a rent determined in accordance with the rent review method specified in clause 27 or, if no rent review method is specified in clause 27, at a rent to which both parties agree. If no rent review method is specified in clause 27 and the parties are unable to agree on the rent, the rent will be determined in accordance with the rent review method in clause 27B.

OUTGOINGS Tick applicable box and specify percentage:

☐ The Tenant's percentage of outgoings to be paid in accordance with Clause 13(i) is Gross Rental %.

OR

☐ The Tenant's percentage of any increases in outgoings to be paid in accordance with Clause 13(ii) is Gross Rental %.

INSURANCE

The minimum amount of cover for public liability insurance referred to in clause 11(iv) at the Commencing Date is:

☒ \$20,000,000

OR

☐ \$ (specify other amount) (tick applicable amount)

CONDITIONS

The parties agree to the conditions set out above and on the following pages and also to those conditions implied by Sections 84 and 85 of the *Conveyancing Act 1919*, which are not expressly negated or modified by this lease.

Note: It is advisable for the Tenant to insure the Tenant's own property

THE LANDLORD AGREES:

Security

1. To ensure that the external doors and windows contain locks and/or catches that are in working order.

Use of Premises

2. To allow the Tenant to use and occupy the Premises without unreasonable interference by the Landlord or their Agent.

Rates and Taxes

3. Unless billed directly to the Tenant by a relevant authority, to pay council, water and sewerage rates, land tax and other levies promptly.

Tax Invoices

4. To issue tax invoices (where applicable) showing the Tenant's name, the address of the Premises, the ABN of the Landlord, the amount payable, the period to which the amount relates, and other such requirements as determined by the Australian Taxation Office from time to time in relation to a valid tax invoice.

THE TENANT AGREES:

Rent

5.
 - i To pay the rent on time by equal instalments in advance (and proportionately for any part of the instalment period) in the manner that the Landlord or Agent may direct from time to time. The Tenant must pay the rent without set-off, counterclaim, withholding or deduction.
 - ii To pay, on demand, interest at the rate of 8% per annum above the base lending rate from time to time of the Commonwealth Bank of Australia (or such other institution as the Landlord may reasonably nominate), compounding monthly on any money payable under this lease to the Landlord which is not received by the Landlord by the date required under this lease. Interest payable under this clause must be calculated from and including the date the outstanding payment was due to and including the date it is actually received by the Landlord.

Consents

6. To obtain, keep current and comply with at its own expense all necessary consents that may be required from local government or other authorities to carry on their proposed business at the Premises (being a business that falls within the Permitted Use).

Charges

7. To pay all charges for utilities, including without limitation gas, electricity, telecommunications, water usage and garbage or sanitary rates or charges (as applicable), relating to the Tenant's use and occupation of the Premises.

Care and Security of Premises

8. To take care of the Premises and to keep them in a clean and secure condition, and in particular:
 - i To make no alterations or additions to the Premises, including the erection of any sign or antenna or the installation of an air-conditioning unit, solar panels or any mechanical services, without the prior written consent of the Landlord.
 - ii Not to do any decorating that involves marking, defacing or painting any part of the Premises, without the prior written consent of the Landlord.
 - iii Not to put anything down any sink, toilet or drain likely to cause obstruction or damage.
 - iv Not to keep animals on the Premises, without the prior written consent of the Landlord.
 - v To notify the Landlord promptly of any infectious disease and take all necessary steps and actions to keep the Premises free of any pest, insect or vermin.
 - vi To ensure that rubbish is not accumulated on the Premises and to remove all trade refuse regularly and in a manner acceptable to the Landlord, and to sort and deposit any refuse that is suitable for recycling in the correct recycling receptacles (if any) provided in the Building and/or on the Premises.
 - vii To notify the Landlord promptly of any loss, damage, accident or defect in or on the Premises as soon as the Tenant becomes aware of the issue.
 - viii To keep the Premises clean and tidy at all times. Unless clause 32 applies, if the Tenant engages an independent cleaning contractor to clean the Premises, it must provide details of such contractor to the Landlord or the Agent as required by the Landlord and/or the Agent.
 - ix Secure the Premises when they are unoccupied and comply with the Landlord's directions or instructions from time to time in relation to the security, fire, safety or related requirements and procedures of the Building.

- x To undertake any works in relation to the Premises as required by legislation from time to time, at the Tenant's cost and subject to the Landlord's prior written approval of such works (not to be unreasonably withheld), including but not limited to works on any external door or window and associated catch or locking mechanism.
- xi Except to the extent required for the Permitted Use stated on the front page of this lease, not bring onto, store, use, manufacture, produce or release any inflammable substance or dangerous substance onto the Premises or the land on which the Premises are situated.
- xii Must not do anything in or around the Premises or Building that may cause annoyance, nuisance, danger, damage, disturbance or offence to the occupiers or owners of any nearby premises or to the Landlord.

Permitted Use and Occupation

- 9. i To use the Premises only for the Permitted Use and not for any other purpose.
- ii That it has independently satisfied itself that the Premises are suitable for the Permitted Use.
- iii Not to sleep or permit anyone to sleep on the Premises unless the Premises or a portion of the Premises is zoned for residential use and the Landlord has given prior written consent.

Rules and Regulations

- 10. To ensure that the Tenant and the Tenant's employees, licensees, contractors and agents comply with any rules, regulations and by-laws applicable to the Premises and the Building (if any). Such rules, regulations and by-laws may be created, amended, supplemented or replaced from time to time by the Landlord (and, if the Premises form part of a strata scheme, by the owners corporation). This lease prevails to the extent that any such rule, regulation or by-law (other than any rule, regulation or by-law of a strata scheme) is inconsistent with the Tenant's rights and obligations under this lease.

Insurance

- 11. i To arrange and keep current all insurances required by law, including but not limited to workers compensation insurance (as applicable) in relation to the Premises.
- ii To insure and keep insured all glass, windows and doors of the Premises for at least their full replacement value.
- iii To arrange and keep current insurances in relation to the Tenant's business, including the Tenant's property and stock in or on the Premises.
- iv To arrange and keep current public risk insurance covering liability in respect of personal injury, death, property damage, product liability and contractual liability arising from the occupation and/or use of the Premises by the Tenant for the minimum amount per occurrence as noted in this lease or such other reasonable amount notified by the Landlord to the Tenant from time to time.
- v To pay any additional insurance premiums payable by the Landlord as a result of the Tenant's acts or omissions.
- vi To ensure that all insurances effected under this clause are on terms and are provided by an insurer acceptable to the Landlord (acting reasonably) and which note the Landlord as an interested party.
- vii To do nothing in or to the Premises or the Building or keep anything in the Premises or the Building that would or is likely to increase an insurance premium payable on the Premises or the Building except with the prior written consent of the Landlord.
- viii To do nothing which is likely to prejudice, cancel or invalidate any insurance policy which the Tenant or the Landlord has in relation to the Premises or the Building and to promptly notify the Landlord of any circumstances which is likely to prejudice, cancel or invalidate any such insurance policy.

Risk and Indemnity

- 12. i To occupy and use the Premises at the Tenant's own risk.
- ii To indemnify, and to keep indemnified, the Landlord against any claim, demand, remedy, suit, injury, damage, loss, cost and liability in respect of:
 - a any non-payment or delayed payment of rent;
 - b the loss of or damage to part or the whole of the Premises or the Building (or both);
 - c any person for the loss of or damage to their personal property; and
 - d any person for personal injury or death,
 which occurs arising out of any breach or unlawful or negligent act or omission of the Tenant or the Tenant's employees, officers, agents, contractors or invitees.
- iii In such circumstances the Tenant must meet all claims whether they are made directly against the Tenant or against the Landlord. Any resultant repairs to or works on the Premises or to any part of the Building must be carried out at the Tenant's cost by builders or contractors approved by the Landlord.
- iv To the full extent permitted by law, the Tenant releases the Landlord, its employees, officers, agents and contractors and the Agent from all actions, suits, claims, remedies and demands of any kind and from all liability which may arise in relation to or in connection with any loss, damage, liability, cost, expenses, injury or death in, near or with respect to the Building or the Premises except to the extent it is caused by the Landlord's unlawful or negligent act or omission.

Outgoings

- 13. i ~~To reimburse the Landlord immediately, upon the Landlord providing a valid tax invoice to the Tenant, amounts equal to the Tenant's percentage of outgoings noted in this lease of any and all outgoings and expenses relating to the Premises, the Building and/or the land on which the Building is situated including, without limitation, local government rates, water and sewerage rates, land tax, owners corporation or strata levies and contributions, insurance premiums, garbage and waste disposal costs, car park levies, lift services (if applicable), maintenance, repairs and cleaning costs, security costs, management fees and expenses and such other outgoings (as applicable) relating to the Premises, the Building and/or the land on which the Building is situated. Land tax must be calculated on the basis that the land on which the Building is situated was the only land owned by the Landlord.~~

OR

- ii ~~To reimburse the Landlord immediately, upon the Landlord providing a valid tax invoice to the Tenant, for the percentage noted in this lease of all increases in any and all outgoings and expenses relating to the Premises, the Building and/or the land on which the Building is situated including, without limitation, local government rates, water and sewerage rates, land tax, owners corporation or strata levies and contributions, insurance premiums, garbage and waste disposal costs, car park levies, lift services (if applicable), maintenance, repairs and cleaning costs, security costs, management fees and expenses and such other outgoings (as applicable) relating to the Premises, the Building and/or the land on which the Building is situated from the financial year that ended immediately before the~~

AIR CONDITIONING

14. i If one or more air-conditioning units are installed in the Premises and exclusively services the Premises, the Tenant must ensure that they are regularly serviced and maintained (excluding repairs of a capital nature) at the Tenant's cost with a licensed contractor and, on request by the Landlord, the Tenant must supply the Landlord with a copy of service records and documentation (as applicable).
- ii If the Landlord and Tenant agree that any air-conditioning unit that exclusively services the Premises is to be replaced, and the Premises form part of a strata scheme, the Tenant agrees that any proposed works (including removal of any existing air-conditioning unit) and specifications relating to the replacement air-conditioning unit must comply with relevant by-laws of the strata scheme, any applicable law or regulation and, where necessary, be approved by the owners corporation of such strata scheme.
- iii The Landlord is responsible for any works of a capital nature relating to any air-conditioning unit that exclusively services the Premises, other than any such unit installed by or at the request of the Tenant or a predecessor in title of the Tenant.
15. The Landlord is under no obligation to remove, or carry out works not covered by clause 14iii in respect of, any air-conditioning unit installed in, or supplied to, the Premises and, if no air-conditioning unit exists at the Commencing Date, the Landlord is under no obligation to install any air-conditioning unit or other mechanical services.

BOTH PARTIES AGREE THAT:

Unforeseen Event

16. i This clause 16 applies if the whole or a substantial part of the Premises or the Building is destroyed or damaged so that the Premises are substantially unfit for use or are substantially inaccessible.
- ii If the Premises or the Building (as the case may be) cannot be or are not (or is not) reinstated within a reasonable time, then each of the Landlord and Tenant have the right to terminate this lease on giving at least 5 Business Days' written notice to the other.
- iii The Landlord will not be obligated to reinstate the Premises or the Building. However, for the period during which the Premises are substantially unfit for use or are substantially inaccessible, the rent and other money payable by the Tenant under this lease will abate in proportion with the reduction in usability or accessibility.
- iv Despite anything in this clause 16 to the contrary, the Tenant will not be entitled to terminate this lease under clause 16ii or to abatement under clause 16iii if the destruction or damage was caused or contributed to by the neglect, breach, unlawful act or omission or negligence of the Tenant or the Tenant's employees, officers, agents, contractors or invitees or if any insurance policy does not apply as a result of the neglect, breach, unlawful act or omission or negligence of the Tenant or the Tenant's employees, officers, agents, contractors or invitees.

Inspections and Condition of Premises

17. The Landlord or Agent must inspect the Premises at the Commencing Date and at the end of this lease and take note of the condition of the Premises including the state of cleanliness, state of repair and working order of appliances and services. The Tenant accepts the condition of the Premises as at the Commencing Date. Subject to any contrary provision in this lease, the Landlord is not under any obligation to carry out any repairs, maintenance, additions or alterations. The Tenant must, at its cost, provide to the Landlord or Agent a completed condition report relating to the Premises prior to the Commencing Date if required to do so by the Landlord or Agent.

Repairs and Maintenance

18. i The Tenant must keep the Premises and the Landlord's Property in good repair and condition, and must repair any damage to the Premises or the Landlord's Property caused or contributed to by the neglect, breach or negligence of the Tenant or the Tenant's employees, officers, agents, contractors or invitees. Any repair or maintenance must be carried out at the cost of the Tenant in a proper and workmanlike manner by suitably licensed and appropriately insured contractors. The Tenant must maintain and keep in good repair and condition in the Premises any fire equipment and essential services equipment that is required from time to time by any relevant authority.
- ii The Tenant must ensure that all necessary and required inspections relating to facilities in the Premises, including, but not limited to, air-conditioning systems, fire equipment, essential services equipment and lifts (as applicable), are undertaken at appropriate periodic intervals and that all associated certifications are issued. The Tenant must promptly provide to the Landlord a copy of any such certification.
- iii The Tenant must ensure that, at all times, the Tenant and the Tenant's employees, officers, agents, contractors and invitees comply with all laws, rules and regulations relating to the use or occupation of the Premises including all applicable work, health and safety legislation.
- iv The Tenant is not responsible for repairing fair wear and tear or for any repair, replacement or maintenance to the extent that it is necessary as a result of fire, storm water, lightning, storm, flood, explosion, riot, civil commotion or terrorism, but except to the extent that any fair wear and tear is caused by or such repair, replacement or maintenance is rendered necessary by any particular use of, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.
- v The Tenant is not required to carry out or contribute to any costs or expenses of any works of a capital or structural nature except to the extent that the works are rendered necessary by any particular use of or damage by, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.

Access

19. i The Landlord must respect the Tenant's right to privacy.
- ii The Tenant must allow access to the Landlord or Agent:
- a when it is reasonable that they or either of them should view the condition of the Premises or to enable them to comply with any law or requirement of any relevant authority, or to carry out any work to the Premises or any adjacent property of the Landlord by contractors authorised by the Landlord or Agent; or
- b to erect 'to let' signs and to show the Premises to prospective tenants, on reasonable notice to the Tenant; or
- c to erect 'for sale' signs and to show the Premises to prospective purchasers, on reasonable notice to the Tenant.
- iii The Landlord must give the Tenant reasonable notice of the time and date for such access which is to be as convenient as possible for the parties.
- iv The Landlord or Agent may have access to the Premises at any time on reasonable notice to the Tenant or without notice in the case of an emergency or to carry out urgent repairs.

- v If normal trading hours apply to the Building, then the Tenant may not use the Premises outside such normal trading hours unless it complies, at the Tenant's cost, with the Landlord's requirements relating to security or use of facilities in the Building (if any). If required by the Landlord, the Tenant must pay the Landlord's costs in connection with the Tenant using the Premises outside the normal trading hours, including without limitation costs associated with any security or other personnel and costs associated with the use of facilities in the Building.

Costs, Disbursements and Expenses

- 20. i The Tenant must pay their own legal costs, disbursements and expenses and must pay the reasonable legal costs, disbursements and expenses of the Landlord in relation to the preparation, negotiation and execution of this lease.
- ii The Tenant must pay the stamp duty and registration fees (if any) payable in connection with this lease.
- iii The Tenant must pay all legal costs, disbursements and expenses of the Landlord in relation to any breach by the Tenant (including, without limit, in connection with any breaches set out in clause 28) and the exercise or proposed exercise of any right, power or remedy available to the Landlord.
- iv The Tenant must pay the Landlord's costs, disbursements and expenses reasonably incurred by the Landlord in connection with a request by the Tenant for the Landlord's consent under this lease whether such consent is granted or not.
- v By way of demand, the Landlord must provide the Tenant with a copy of any account presented to the Landlord in respect of any of the Landlord's costs, disbursements and expenses referred to in this clause (as may be applicable) and the Tenant must reimburse the Landlord such costs, disbursements and expenses within 14 days of the Tenant being provided with the Landlord's demand.

GST

- 21. In this clause 21, words or expressions which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning as given in that Act. Except to the extent that this lease expresses them to be inclusive of GST, any amounts, including rent and outgoings, referred to in this lease which are payable by the Tenant to the Landlord, or on behalf of the Landlord, under this lease, are exclusive of GST. If GST is imposed on any supply made to the Tenant under or in accordance with this lease then, unless it is expressed to be inclusive of GST, the amount the Tenant must pay for that supply is increased by the amount of that GST. The Landlord must provide to the Tenant a valid tax invoice in respect of the supply. If the rate of GST is increased or decreased, the parties agree that any amounts referred to in this lease that are expressed to be inclusive of GST must be varied accordingly.

Compliance with laws

- 22. i Subject to clause 22ii, each party must observe, as applicable to itself, all relevant laws, regulations, by-laws and other standards with respect to the Premises. The Landlord will not be obligated to observe a requirement under any such laws, regulations, by-laws or other standards to the extent that it applies in whole or in part as a result of any particular use of or damage by, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.
- ii The Tenant must ensure that it observes and complies with, at its cost, all relevant laws, regulations, notices, orders and requirements of any relevant authority, including all fire safety requirements applicable to the Premises. However, before complying with any such law, regulation, notice, order or requirement, the Tenant must obtain the Landlord's and/or the Agent's consent where such consent is required under this lease.

Notices

- 23. Any written notice required or authorised by this lease:
 - i Must be served on the Tenant personally, by pre-paid post to the Premises, by being left in the post box, if any, at the Premises or sent by email to the Tenant's email address stated in this lease or as otherwise notified in writing from time to time by the Tenant to the Landlord.
 - ii Must be served on the Landlord or Agent personally, by pre-paid post to their address as shown in this lease or as notified in writing from time to time to the Tenant, by being left in the post box, if any, at that address or by email to the email address of the Landlord or Agent stated in this lease or as otherwise notified in writing from time to time by the Landlord or the Agent or Landlord's solicitor.
 - iii Where it has been sent by pre-paid post, will be deemed to be served on the earlier of the day it is actually delivered or the 7th Business Day after posting.
 - iv Where it has been sent by email, will be deemed to be served as soon as it is sent, unless the sender receives an automated message indicating that there was an error in the transmission of the email.
 - v May take effect on any day of the month if it relates to the termination of a periodic lease provided it gives the required period of notice.

Mitigation

- 24. Where there has been a breach of any condition of this lease by a party, the other parties must take all reasonable steps to minimise any loss or damage which may be, or has been, incurred.

Disputes

- 25. In any dispute or proceedings between the parties, the parties must act reasonably and in good faith and without delay and make all admissions necessary to enable the real issues to be efficiently determined and resolved.

Renewal/Option

- 26. i The Tenant must give to the Landlord or the Agent notice in writing not more than 6 months and not less than 4 months prior to the expiration of the initial Term if the Tenant wishes to take a renewal of this lease for the further term stated on the front page of this lease (if any). Provided that the Tenant has given notice in accordance with this clause (time being of the essence), has duly and punctually paid the rent and has duly performed and observed on the Tenant's part all conditions and obligations contained in this lease up to the expiration of the initial Term, the Landlord will, at the cost of the Tenant, grant the Tenant the further term.
- ii The starting rent for a further term is to be determined in accordance with the Rent Review Method specified in clause 27 and subject to clauses 27(ii) and 27(iii). If no choice is selected, then the starting rent must be determined in accordance with a CPI Review as calculated under clause 27B and subject to clauses 27(ii) and 27(iii).
- iii A lease for any further term must be on the same terms as this lease (including any special conditions and variations to this lease which have become effective during the initial Term) except that the Commencing Date and Terminating Date must be replaced in accordance with the commencing date and terminating date of the further term, the rent from the commencing date of the further term must be the amount determined under clause 26(ii), the provisions relating to renewal/option (including this clause 26) are to be deleted in such a lease and the rent review methods and rent review dates for the further term must be as per the relevant methods and dates for any new lease as indicated in clause 27.

Rent Review

27. i Rent reviews must be conducted by the following methods (*tick the applicable rent review method*) on each of the following specified dates (*tick applicable box for review dates*) and if more than one method is selected then the greater amount must be the revised rent.
- ii The parties agree that if the rent is not determined by a Rent Review Date, the Tenant must continue to pay the rent payable immediately before the Rent Review Date until the new rent is determined, with the new rent to apply from the relevant Rent Review Date. The Tenant must account in favour of the Landlord for any difference in rent from the relevant Rent Review Date to the date the new rent is determined in the manner directed by the Landlord or the Agent.
- iii Despite any other provision in this lease, the rent from a Rent Review Date must not be less than the rent payable immediately prior to the relevant Rent Review Date.

☐ 27A Market Review

- ☐ On each anniversary of the Commencing Date of this lease
- ☐ If the option to renew is exercised, on the commencing date of the new lease
- ☐ If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- ☐ The commencing date of any periodic lease from month to month
- ☐ Other:

- i If this option is selected, then, at least 30 days before the relevant Rent Review Date, the Landlord may notify the other in writing that the rent is to be varied to an amount representing the Current Market Rent for the Premises.
- ii If the Landlord and the Tenant do not agree as to the Current Market Rent then such rent must be determined by the President of the Real Estate Institute of New South Wales or his/her appointee. The costs of such rental determination must be borne in equal shares by the parties unless otherwise agreed between the parties.
- iii Despite clauses 27A(i) and 27A(ii), the Landlord and Tenant may agree to a rent representing the Current Market Rent after the relevant Rent Review Date.
- iv A rent agreed or determined under this clause must not be less than the rent payable immediately before the relevant Rent Review Date and must apply from the relevant Rent Review Date.

☐ 27B CPI Review

- ☐ On each anniversary of the Commencing Date of this lease
- ☐ If the option to renew is exercised, on the commencing date of the new lease
- ☐ If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- ☐ The commencing date of any periodic lease from month to month
- ☐ Other:

If this option is selected or if, in relation to any date referred to in this clause 27 for which a review option may be selected (other than the commencing date of any periodic lease from month to month), no such selection is made, then on and from each relevant Rent Review Date, the revised rent payable under this lease must be determined in accordance with the following formula:

$$\$A = B \times C / D$$

- Where:
- A is the revised rent;
 - B is the rent payable in the 12 month period immediately prior to the relevant Rent Review Date;
 - C is the Consumer Price Index (Sydney All Groups) number last published immediately prior to the relevant Rent Review Date; and
 - D is the Consumer Price Index (Sydney All Groups) number last published immediately prior to the date falling 12 months prior to the relevant Rent Review Date.

☒ 27C Fixed Percentage

- ☐ On each anniversary of the Commencing Date of this lease
- ☐ If the option to renew is exercised, on the commencing date of the new lease
- ☐ If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- ☒ The commencing date of any periodic lease from month to month
- ☐ Other:

If this option is selected, then the rent on and from each relevant Rent Review Date is calculated as follows:

$$R2 = R1 + (R1 \times FP)$$

- Where:
- R2 is the rent payable on and from the relevant Rent Review Date;
 - R1 is the rent payable immediately before the relevant Rent Review Date; and
 - FP is the fixed percentage nominated for the Rent Review Date.

The fixed percentage (FP) is:

☐ **27D Fixed Amount**

- ☐ On each anniversary of the Commencing Date of this lease
- ☐ If the option to renew is exercised, on the commencing date of the new lease
- ☐ If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- ☐ The commencing date of any periodic lease from month to month
- ☐ Other:

If this option is selected, then the rent on and from the relevant Rent Review Date is calculated as follows:

$$X2 = X1 + FA$$

Where: X2 is the rent payable on and from the relevant Rent Review Date;
X1 is the rent payable immediately before the relevant Rent Review Date; and
FA is the fixed amount nominated for the relevant Rent Review Date.

The fixed amount (FA) is:

Termination

28. i If this lease has become a periodic lease from month to month, the Landlord or Tenant may terminate it by giving 1 months' written notice to the other party.
- ii The Landlord will have the right to terminate this lease by written notice to the Tenant and re-enter the Premises or to continue this lease as a periodic lease from week to week:
- a where the Landlord has given the Tenant a notice of breach and the Tenant has not remedied the breach within the period specified in the notice;
 - b where the Tenant has failed to pay rent for a period in excess of 14 days, whether formally demanded or not;
 - c where the Tenant has seriously or persistently breached any clause of this lease; or
 - d to the extent permitted by law, upon the Tenant and/or Guarantor being declared bankrupt or insolvent according to the law or making any assignment for the benefit of creditors or taking the benefit of any Act now or hereafter to be in force for the relief of bankrupts or insolvents. (Section 85 (1) (d) of the *Conveyancing Act 1919*, as amended, is hereby varied accordingly.)
- iii If the Landlord intends to exercise its right to continue this lease as a periodic lease from week to week, it must serve the Tenant with a written notice stating the reason and informing the Tenant of the variation to this lease. Upon service of the notice, this lease must continue with all its conditions, except for the Term and holding over conditions, as a periodic lease from week to week, which may be terminated by 7 days' written notice from the Landlord or Tenant.
- iv The Landlord will have the right to re-enter the Premises without giving notice if there are reasonable grounds to believe the Premises have been abandoned.
- v Any action by the Landlord or the Tenant in accordance with clauses 28(ii), 28(iii), 28(iv) or (vi), will not affect any claim for damages in respect of a breach of a term or condition of this lease.
- vi Upon termination or expiry of this lease, the Tenant must remove from the Premises all of the Tenant's Property, including removal and re-alteration of any additions and alterations made by the Tenant, except any item which the Landlord has notified the Tenant that it need not be removed. The Tenant must promptly make good any damage or defacement occasioned to any part of the Premises in the course of such removal and/or re-alteration, failing which the Landlord may, but is not obliged to, do any works as necessary to repair the damage or defacement and to restore and make good the Premises to a clean and tidy condition free from rubbish in accordance with this sub-clause and clause 28(vii), at the Tenant's expense.
- vii Upon the termination or expiry of this lease for any reason, the Tenant must promptly and peacefully give the Landlord vacant possession of the Premises in the condition it was in on the Commencing Date and in the state of repair required by this lease and must, at the same time, hand over all keys, security cards and passes for the Premises and/or the Building.

Termination Notice by Landlord

29. i If the Tenant receives from the Landlord or Agent a notice terminating this lease or a notice demanding immediate possession of the Premises in accordance with the terms of this lease, any acceptance of or demand for rent or money by the Landlord will not of itself be evidence of a new lease with the Tenant nor alter the legal effect of the notice.
- ii Where the Tenant unlawfully remains in possession after termination of this lease, the Landlord will be entitled, in addition to any other claim, to payments equal to the rent as compensation for the Tenant's use and/or occupation of the Premises.

Redecoration

30. Regardless of the condition of the Premises on the Commencing Date or fair wear and tear, the Tenant must redecorate the Premises (including, without limitation, paint and re-carpet) during the last 3 months before the Terminating Date or, if earlier terminated, then before the Tenant vacates the Premises.

Parting With Possession

31. i The Tenant must not assign, sub-let, license or part with possession of the Premises or this lease or any part of the Premises or this lease except with the prior written consent of the Landlord (which must not be unreasonably withheld).
- ii In seeking the Landlord's consent referred to in this clause, the Tenant must give the Landlord at least 28 days' prior written notice requesting such consent and the Tenant must pay the Landlord any reasonable costs incurred by the Landlord in considering and otherwise dealing with the Tenant's request, whether or not consent is given.
- iii The Tenant must provide the Landlord with any information the Landlord requires about the financial standing, resources or business experience of the proposed tenant and any proposed guarantor.
- iv The Tenant must ensure that the proposed tenant and proposed guarantor (if any) enter into a deed before this lease is assigned in a form reasonably required by the Landlord under which the proposed assignee covenants to perform all of the Tenant's obligations under this lease.
- v If the Landlord requires, the Tenant must ensure that the proposed tenant procures a guarantor acceptable to the Landlord who must give similar guarantees and indemnities as set out in this lease.

- vi The Tenant must pay all stamp duty and other taxes in relation to any assignment, sublease or other dealing under this clause 31.

Cleaning

32. i If the Landlord engages cleaning contractors to clean the Premises, the Tenant must allow such persons to clean the Premises and the Tenant must pay the Landlord the sum demanded by the Landlord for such cleaning at the same time and in the same manner as rent is payable under this lease. Such sums may be recovered by the Landlord in the same manner as rent is recoverable.
- ii The Landlord is not responsible to the Tenant for any loss or damage however occurring or caused by its cleaning contractors, or that contractor's employees, agents or sub-contractors.

Strata Title Conversion

33. The Landlord may register a strata plan, easements, covenants and other title dealings insofar as the same relates to the Building, or any part of it. If required by the Landlord, the Tenant must promptly provide its written consent to the strata plan, easements, covenants and other title dealings, in the form required by the Landlord, to the NSW Land Registry Services or any other relevant government authority. After registration of the strata plan, the Tenant must comply with any by-laws which are not inconsistent with the terms of this lease.

Work Health and Safety

34. i For the purposes of this clause 34, WHS Law means the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2011* (NSW).
- ii The Tenant agrees and acknowledges that it has management and control of the Premises for the purposes of the WHS Law. The Tenant must comply with, and ensure that its employees, licensees, contractors and agents comply with, the WHS Law and any applicable codes of practice, and ensure that it has adequate systems in place to identify, minimise and control all hazards.
- iii If any works on the Premises includes a 'construction project' (as defined in the WHS Law), the Tenant will have principal contractor obligations under the WHS Law in respect of the works, unless it validly appoints another person as principal contractor and authorises the person to have the necessary management and control of the Premises to perform their duties as principal contractor and to discharge the duties of a principal contractor including under Chapter 6 of the *Work Health and Safety Regulation 2011* (NSW).
- iv The Tenant must notify the Landlord within 3 Business Days of any:
- a hazards or risks to the health and safety of persons using the Premises or the Landlord's Property
 - b hazards, risks or incidents causing any serious lost time injury or any injury where off site medical treatment is required;
 - c incident involving a near miss which, but for the near miss, could have caused any serious lost time injury or any injury where off site medical treatment is required; and
 - d notifiable incidents (as defined in the WHS Law).

Guarantor's Liability

35. In consideration of the Landlord leasing the Premises to the Tenant in accordance with this lease, the Guarantors for themselves and each of them and each of their executors and administrators unconditionally agree that they and each of them are (with the Tenant) jointly and severally liable to the Landlord for the payment of the rent and all other amounts payable by the Tenant under this lease, and also for the due performance and observance of all the terms and conditions on the part of the Tenant contained or implied in this lease. AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that the Landlord may grant to the Tenant any time or indulgence and may compound or compromise or release the Tenant without releasing or affecting the liability of the Guarantors. For clarity, in this clause 35, a reference to "this lease" includes any periodic lease and any lease for the further term stated on the front page of this lease (if any).

Security Tick applicable clause: ☐ clause 36 or ☒ clause 37

36. i In this clause, "Bank Guarantee" means a guarantee given by an Australian bank acceptable to the Landlord (in its absolute discretion) that:
- a is irrevocable, unconditional and has an expiry date falling not earlier than 6 months after the Terminating Date;
 - b is on terms that the Landlord accepts in its absolute discretion;
 - c requires the bank to pay on demand, whether by one or more requests, the amount equivalent to the amount stated on the front page of this lease under the heading "Security Deposit/Bank Guarantee";
 - d is drawn in favour of the Landlord to cover "all of the Tenant's obligations under the lease for the Premises and any associated documents"; and
 - e is not in an electronic or digital form.
- ii On or before the Commencing Date, the Tenant must deliver the Bank Guarantee to the Landlord.
- iii The Bank Guarantee is security for the Tenant's performance under this lease and, for the avoidance of doubt, the Landlord or Landlord's Agent may apply the Bank Guarantee to recover any costs or expenses incurred by the Landlord or its Agent in carrying out the Tenant's obligations which the Tenant has failed to carry out under this lease.
- iv The Landlord may call on the Bank Guarantee at any time.
- v The Tenant must not do anything which could prevent or delay payment by the bank to the Landlord under the Bank Guarantee.
- vi If the Landlord calls on the Bank Guarantee, then the Tenant must deliver to the Landlord a replacement or additional Bank Guarantee so that the amount of the security held by the Landlord under this clause 36 is equal to the amount stated on the front page of this lease under the heading "Security Deposit/ Bank Guarantee".
- vii The Landlord or the Landlord's Agent is under no obligation to return the Bank Guarantee to the Tenant until all the Tenant's obligations under this lease have been satisfied.
- viii The Tenant must deliver the replacement Bank Guarantee or additional Bank Guarantee to the Landlord within 5 Business Days after the Landlord gives the Tenant a notice asking for it.
- ix The Landlord's appropriation of an amount against the Bank Guarantee:
- a does not constitute a waiver of a failure by the Tenant to fulfil its obligations; and
 - b does not prejudice any other remedy or right of the Landlord for that failure.
- x If the Landlord sells, transfers or otherwise disposes of the Premises or the land on which the Building is situated, the Tenant must, within 10 Business Days after being requested by the Landlord or the Agent to do so, deliver to the Landlord a replacement Bank Guarantee for the amount equivalent to the amount stated on the front page of this lease under the heading "Security Deposit/Bank Guarantee" drawn in favour of the purchaser, transferee or donee.

- xi The Lessee's obligations under this clause are essential terms of this lease.
 - xii If in the Landlord's opinion, acting reasonably, the Tenant has satisfied all of its obligations under this lease then the Landlord must return the Bank Guarantee to the Tenant after the Terminating Date.
37. i As security for the performance and observance by the Tenant of the terms and conditions of this lease, the Tenant must pay on or before the Commencing Date in favour of the Landlord a security deposit for the amount stated on the front page of this lease under the heading "Security Deposit/Bank Guarantee" (Security Deposit). The Security Deposit must be paid to the Landlord's Agent or the Landlord's solicitor as directed by the Landlord. The Security Deposit must be held in trust for the exclusive benefit of the Landlord by either the Landlord's Agent or the Landlord's solicitor. All costs and fees relating to the trust account (if any) must be at the Tenant's cost. The Tenant is not entitled to any interest earned on the Security Deposit if the Landlord directs the Landlord's Agent or the Landlord's solicitor to invest the Security Deposit in an interest bearing account. Any interest earned on the Security Deposit will be the property of the Landlord.
- ii The Landlord, the Landlord's Agent or the Landlord's solicitor is entitled to deduct from the Security Deposit an amount equal to any money due but unpaid for more than 14 days by the Tenant to the Landlord under this lease or to satisfy any other obligation of the Tenant which is not satisfied or outstanding during the Term or on determination of this lease (including, without limitation, any costs or expenses incurred by the Landlord or the Landlord's Agent in carrying out the Tenant's obligations which the Tenant has failed to carry out under this lease). If a deduction is made from the Security Deposit, the Tenant must replace the amount deducted within 5 Business Days of written request by the Landlord, the Landlord's Agent or the Landlord's solicitor so that, at all times throughout the Term, the Security Deposit is for the amount required to be provided as stated on the front page of this lease. The Landlord and the Landlord's Agent are under no obligation to return the Security Deposit to the Tenant until after the later of the Terminating Date and all the Tenant's obligations under this lease having been satisfied.

Essential Terms

38. The parties agree that clauses 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 18, 19, 20, 21, 22, 32, 33, 36 and 37 are essential terms of this lease.

No Reliance

39. The Tenant acknowledges that, except as stated in this lease, it has not relied on any representations made by or on behalf of the Landlord or the Landlord's Agent in relation to the subject matter of this lease and that the Tenant has relied on its own independent legal, financial, taxation and other professional advice before entering into this lease.

Variation

40. This lease may not be varied or modified unless evidenced in writing and signed by the parties.

Severability

41. If any part of this lease is invalid, illegal or unenforceable, then it must be treated as excluded from this lease and the remainder of this lease will remain unaffected by such exclusion.

Entire Agreement

42. This lease is the entire agreement between the parties in respect of its subject matter and supersedes all previous communications and representations by or on behalf of the parties in respect of that subject matter.

Governing Law

43. This lease is governed by the laws of the State of New South Wales and each party irrevocably submits to the non-exclusive jurisdiction of the courts in that State.

Definitions and Interpretation

- 44. i 'Agent' in context with 'Landlord' includes the Landlord's real estate agent or managing agent and any other person authorised to act on behalf of the Landlord.
- ii 'Building' means the building in which the Premises are located.
- iii 'Business Day' means a day which is not a Saturday or Sunday and which is not a public holiday or a bank holiday in New South Wales.
- iv 'Current Market Rent' means the rent that would reasonably be expected to be paid for the Premises, as between a willing landlord and a willing tenant in an arm's length transaction (where the parties are each acting knowledgeably, prudently and without compulsion), determined on an effective rent basis, having regard to the following matters:
 - a the provisions of this lease; and
 - b the rent that would reasonably be expected to be paid for the Premises if they were unoccupied and offered for renting for the same or a substantially similar use to which the Premises may be put under this lease, but does not take into account rent concessions and other benefits that are frequently or generally offered to prospective tenants of unoccupied commercial premises.
- v 'Landlord' includes the heirs, executors, administrators and assigns of the Landlord and, where the context permits, includes the Landlord's Agent.
- vi 'Landlord's Property' means all property owned by the Landlord in the Premises including but not limited to fixtures, fittings, plant, equipment, partitions, stock and other items in the Premises which are owned, hired or leased by the Landlord and which are not the Tenant's Property.
- vii 'Tenant' includes the executors, administrators and permitted assigns of the Tenant.
- viii 'Rent Review Date' means the relevant rent review date specified in clause 27.
- ix 'Tenant's Property' means all fixtures, fittings, plant, equipment, partitions, stock and other items in the Premises which are owned, hired or leased by the Tenant and which are not the Landlord's Property.
- x 'Term' means the term of this lease as stated on the front page of this lease, and includes any further terms granted in accordance with this lease.
- xi Where the context permits, words expressed in the singular include the plural and vice versa and words referring to a person include a company.
- xii Where two or more Tenants, Landlords or Guarantors are parties, the terms and conditions of this lease bind them jointly and severally and their obligations and liabilities under this lease are joint and several.
- xiii Headings in bold have been inserted to assist the parties but they do not form part of this lease.
- xiv 'Including' and similar expressions are not words of limitation.

SPECIAL CONDITIONS

Special conditions forming part of this lease are to be signed by the parties and attached.

RULES AND REGULATIONS

1. No sign, advertisement or notice must be inscribed or painted or affixed on any part of the outside or the inside of the Premises except of such colour, size and style and in such place upon or in the Building as are approved in writing by the Landlord. Upon request by the Tenant, interior signs on glass doors and on the directory tablets (as applicable) will be provided by the Landlord for the Tenant and at the Tenant's expense.
2. The Tenant must not obstruct any entrances or exits, driveways, lifts, passageways, halls, staircases or fire escapes in the Building (as the case may be) or use them or any part of them for any purpose other than for entering and exiting the Premises or the Building.
3. The Tenant must not obstruct or interfere with the rights of the Landlord or other tenants or occupiers in the Building or do anything that may cause annoyance, nuisance, danger, damage, disturbance or offence to other tenants or occupiers of the Building.
4. The Tenant must, at all times, comply with all applicable:
 - a regulations and directions of any public authority and with the terms of any insurance policy relating to the Building or its contents; and
 - b building regulations, guidelines and procedures including, without limitation, with respect to fire safety and emergency procedures.
5. The Tenant must not install or position any safe, heavy equipment or article in the Building without prior written consent of the Landlord. If the Landlord grants such consent, it may prescribe the maximum weight and the position in which the safe, equipment or article may be placed or secured, and may give directions and/or supervise the installation, positioning or securing of such safe, equipment or article at the Tenant's expense. The Tenant must make good, at the Tenant's expense, all damage caused to the Building or any part of it by the introduction, installation, presence or removal of any heavy equipment or article of which the Tenant has ownership, custody or control.
6. In the event of an emergency or other circumstance whereby any toilet or washroom on any floor of the Building are not available for use, the Landlord may temporarily withdraw the Tenant's right of exclusive use of any or all toilet or washroom facilities (if any) not affected by the emergency or circumstance, so as to ensure availability of these facilities to all occupants of the Building. No rental adjustment may be made in relation to this lease during such temporary arrangement.
7. The Tenant must give priority to passenger traffic if it uses any lift to transport any goods, equipment or furniture.

PLEASE READ THIS LEASE CAREFULLY BEFORE AND AFTER EXECUTION

We hereby enter into this lease and agree to all its conditions.

SIGNED BY THE LANDLORD – where the Landlord is an individual

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Landlord /
Authorised Representative

Date

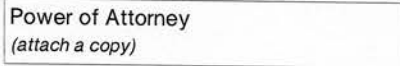
	
-------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------

Name of Signatory (this must be stated)



Authority of Signatory (delete whichever is not applicable)

Power of Attorney
(attach a copy)



I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically

Signature of Witness

Date

	
-------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------

Name of Witness (this must be stated)



I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Landlord /
Authorised Representative

Date

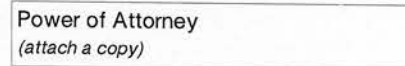
	
--------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------

Name of Signatory (this must be stated)



Authority of Signatory (delete whichever is not applicable)


Power of Attorney
(attach a copy)



I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically

Signature of Witness

Date

	
--------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------

Name of Witness (this must be stated)



SIGNED BY THE LANDLORD - where the Landlord is a corporation

(to be signed by 2 directors, or 1 director and 1 secretary, or sole director and sole secretary, or authorised officer or Attorney)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

EXECUTED for and on behalf of

ACN

pursuant to sections 127 and 128 of the Corporations Act 2001 (Cth):

Signature of Director / Secretary /
Authorised Representative

Date

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

Director / Secretary / Authorised Officer / Attorney
(attach a copy of Power of Attorney if applicable)

Signature of Director / Secretary /
Authorised Representative

Date

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

Director / Secretary / Authorised Officer / Attorney
(attach a copy of Power of Attorney if applicable)

SIGNED BY THE TENANT - where the Tenant is an individual

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Tenant /
Authorised Representative

Date

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

Power of Attorney
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Witness

Date

Name of Witness (this must be stated)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Tenant /
Authorised Representative

Date

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

Power of Attorney
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Witness

Date

Name of Witness (this must be stated)

SIGNED BY THE TENANT - where the Tenant is a corporation

(to be signed by 2 directors, or 1 director and 1 secretary, or sole director and sole secretary, or authorised officer or Attorney)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

EXECUTED for and on behalf of

SCITEC AUSTRALIA

ACN

15003781 917

pursuant to sections 127 and 128 of the Corporations Act 2001 (Cth):

Signature of Director / Secretary /
Authorised Representative

Date



29/9/22

Name of Signatory (this must be stated)

THOMAS SCHMITT

Authority of Signatory (delete whichever is not applicable)

Director / Secretary / Authorised Officer / Attorney
(attach a copy of Power of Attorney if applicable)

Signature of Director / Secretary /
Authorised Representative

Date

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

Director / Secretary / Authorised Officer / Attorney
(attach a copy of Power of Attorney if applicable)

SIGN
HERE

SIGNED BY THE GUARANTOR

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Guarantor /
Authorised Representative**

Date

Name of Signatory *(this must be stated)*

Authority of Signatory *(delete whichever is not applicable)*

Power of Attorney
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically

Signature of Witness

Date

Name of Witness *(this must be stated)*

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

**Signature of Guarantor /
Authorised Representative**

Date

Name of Signatory *(this must be stated)*

Authority of Signatory *(delete whichever is not applicable)*

Power of Attorney
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically

Signature of Witness

Date

Name of Witness *(this must be stated)*



REINSW
REAL ESTATE INSTITUTE
OF NEW SOUTH WALES

COMMERCIAL LEASE



Note: Suitable for small office buildings, industrial premises and shop premises which are not the subject of the *Retail Leases Act 1994* (NSW) where the term of the lease (including the period of any option) does not exceed 3 years and the Premises comprise Torrens title land.

This lease is made in duplicate on 18 / 01 / 2022

at North Sydney in the State of New South Wales.

PARTIES

Between N.S Hannam & R.M Hannam (ABN 14 517 695 933)

Landlord

(Name, address, ABN and email address* (see note))

whose agent is Balmoral Partners Pty Ltd

Agent

(Name, business address, ABN and email address* (see note))

Scitek
and Scitek Australia Pty Ltd (ABN 15 003 781 717)

Tenant

(Name, business address, ABN and email address* (see note))

and

Guarantor

(Name, business address, ABN and email address* (see note))

* Note: By including your email address, you consent to service of any documents, including this agreement and any documents required to be served under or because of this agreement, by way of email.

GST REGISTRATION

The Landlord is registered for GST ☒ Yes ☐ No

The Tenant is registered for GST ☒ Yes ☐ No

PREMISES

The Landlord leases the premises known as Unit 31/ 1 Talavera Rd Macquarie Park, NSW, 2113.

(address)

(title reference) (Premises)

including all the Landlord's Property.

PERMITTED USE

The Premises must only be used as Office, Storage, Showroom, Cafe/Food Preparation

(Permitted Use).

RENT

Except as otherwise provided the rent is \$3,333.33pcm (\$40,000pa) + GST

(excl. GST)

per calendar month with the first instalment equal to an amount of \$3,333.33

commencing on 1 / 2 / 22

and payable in advance by the Tenant on the 1st

day of every month

to the Landlord or Agent in the form or manner as directed by the Landlord/Agent on or before the Commencing Date or as the Landlord/Agent notifies in writing to the Tenant from time to time.

TERM

The term of this lease is Two (2)

commencing on 1 / 2 / 22 (Commencing Date) and ending on 31 / 1 / 24 (Terminating Date).

SECURITY DEPOSIT/BANK GUARANTEE (tick applicable box)

The Security Deposit or Bank Guarantee is for an amount equal to \$11,000

and as referred to in clause ☐ 36 or ☒ 37 (as applicable)

OPTION

Subject to clause 26 of this lease the Landlord offers a renewal of this lease for a further term of Nil

years

and Nil months.

RENT REVIEW METHOD AND DATES

Refer to clause 27 of this lease.

HOLDING OVER

If, following the Terminating Date, the Tenant remains in occupation of the Premises with the prior written consent of the Landlord, this lease will continue as a periodic lease from month to month at a rent determined in accordance with the rent review method specified in clause 27 or, if no rent review method is specified in clause 27, at a rent to which both parties agree. If no rent review method is specified in clause 27 and the parties are unable to agree on the rent, the rent will be determined in accordance with the rent review method in clause 27B.

OUTGOINGS Tick applicable box and specify percentage:

☐ The Tenant's percentage of outgoings to be paid in accordance with Clause 13(i) is Gross rental %

OR

☒ The Tenant's percentage of any increases in outgoings to be paid in accordance with Clause 13(ii) is Gross rental %

INSURANCE

The minimum amount of cover for public liability insurance referred to in clause 11(iv) at the Commencing Date is:

☒ \$20,000,000

OR

\$ (specify other amount) (tick applicable amount)

CONDITIONS

The parties agree to the conditions set out above and on the following pages and also to those conditions implied by Sections 84 and 85 of the Conveyancing Act 1919 which are not expressly negated or modified by this lease.

Note: It is advisable for the Tenant to insure the Tenant's own property

THE LANDLORD AGREES:

Security

1. To ensure that the external doors and windows contain locks and/or catches that are in working order.

Use of Premises

2. To allow the Tenant to use and occupy the Premises without unreasonable interference by the Landlord or their Agent.

Rates and Taxes

3. Unless billed directly to the Tenant by a relevant authority, to pay council, water and sewerage rates, land tax and other levies promptly.

Tax Invoices

4. To issue tax invoices (where applicable) showing the Tenant's name, the address of the Premises, the ABN of the Landlord, the amount payable, the period to which the amount relates, and other such requirements as determined by the Australian Taxation Office from time to time in relation to a valid tax invoice.

THE TENANT AGREES:

Rent

5. i To pay the rent on time by equal instalments in advance (and proportionately for any part of the instalment period) in the manner that the Landlord or Agent may direct from time to time. The Tenant must pay the rent without set-off, counterclaim, withholding or deduction.
- ii To pay, on demand, interest at the rate of 8% per annum above the base lending rate from time to time of the Commonwealth Bank of Australia (or such other institution as the Landlord may reasonably nominate), compounding monthly on any money payable under this lease to the Landlord which is not received by the Landlord by the date required under this lease. Interest payable under this clause must be calculated from and including the date the outstanding payment was due to and including the date it is actually received by the Landlord.

Consents

6. To obtain, keep current and comply with at its own expense all necessary consents that may be required from local government or other authorities to carry on their proposed business at the Premises (being a business that falls within the Permitted Use).

Charges

7. To pay all charges for utilities, including without limitation gas, electricity, telecommunications, water usage and garbage or sanitary rates or charges (as applicable), relating to the Tenant's use and occupation of the Premises.

Care and Security of Premises

8. To take care of the Premises and to keep them in a clean and secure condition, and in particular:
- i To make no alterations or additions to the Premises, including the erection of any sign or antenna or the installation of an air-conditioning unit, solar panels or any mechanical services, without the prior written consent of the Landlord.
 - ii Not to do any decorating that involves marking, defacing or painting any part of the Premises, without the prior written consent of the Landlord.
 - iii Not to put anything down any sink, toilet or drain likely to cause obstruction or damage.
 - iv Not to keep animals on the Premises, without the prior written consent of the Landlord.
 - v To notify the Landlord promptly of any infectious disease and take all necessary steps and actions to keep the Premises free of any pest, insect or vermin.
 - vi To ensure that rubbish is not accumulated on the Premises and to remove all trade refuse regularly and in a manner acceptable to the Landlord, and to sort and deposit any refuse that is suitable for recycling in the correct recycling receptacles (if any) provided in the Building and/or on the Premises.
 - vii To notify the Landlord promptly of any loss, damage, accident or defect in or on the Premises as soon as the Tenant becomes aware of the issue.
 - viii To keep the Premises clean and tidy at all times. Unless clause 32 applies, if the Tenant engages an independent cleaning contractor to clean the Premises, it must provide details of such contractor to the Landlord or the Agent as required by the Landlord and/or the Agent.
 - ix Secure the Premises when they are unoccupied and comply with the Landlord's directions or instructions from time to time in relation to the security, fire, safety or related requirements and procedures of the Building.

- x To undertake any works in relation to the Premises as required by legislation from time to time, at the Tenant's cost and subject to the Landlord's prior written approval of such works (not to be unreasonably withheld), including but not limited to works on any external door or window and associated catch or locking mechanism.
- xi Except to the extent required for the Permitted Use stated on the front page of this lease, not bring onto, store, use, manufacture, produce or release any inflammable substance or dangerous substance onto the Premises or the land on which the Premises are situated.
- xii Must not do anything in or around the Premises or Building that may cause annoyance, nuisance, danger, damage, disturbance or offence to the occupiers or owners of any nearby premises or to the Landlord.

Permitted Use and Occupation

- 9. i To use the Premises only for the Permitted Use and not for any other purpose.
- ii That it has independently satisfied itself that the Premises are suitable for the Permitted Use.
- iii Not to sleep or permit anyone to sleep on the Premises unless the Premises or a portion of the Premises is zoned for residential use and the Landlord has given prior written consent.

Rules and Regulations

- 10. To ensure that the Tenant and the Tenant's employees, licensees, contractors and agents comply with any rules, regulations and by-laws applicable to the Premises and the Building (if any). Such rules, regulations and by-laws may be created, amended, supplemented or replaced from time to time by the Landlord (and, if the Premises form part of a strata scheme, by the owners corporation). This lease prevails to the extent that any such rule, regulation or by-law (other than any rule, regulation or by-law of a strata scheme) is inconsistent with the Tenant's rights and obligations under this lease.

Insurance

- 11. i To arrange and keep current all insurances required by law, including but not limited to workers compensation insurance (as applicable) in relation to the Premises.
- ii To insure and keep insured all glass, windows and doors of the Premises for at least their full replacement value.
- iii To arrange and keep current insurances in relation to the Tenant's business, including the Tenant's property and stock in or on the Premises.
- iv To arrange and keep current public risk insurance covering liability in respect of personal injury, death, property damage, product liability and contractual liability arising from the occupation and/or use of the Premises by the Tenant for the minimum amount per occurrence as noted in this lease or such other reasonable amount notified by the Landlord to the Tenant from time to time.
- v To pay any additional insurance premiums payable by the Landlord as a result of the Tenant's acts or omissions.
- vi To ensure that all insurances effected under this clause are on terms and are provided by an insurer acceptable to the Landlord (acting reasonably) and which note the Landlord as an interested party.
- vii To do nothing in or to the Premises or the Building or keep anything in the Premises or the Building that would or is likely to increase an insurance premium payable on the Premises or the Building except with the prior written consent of the Landlord.
- viii To do nothing which is likely to prejudice, cancel or invalidate any insurance policy which the Tenant or the Landlord has in relation to the Premises or the Building and to promptly notify the Landlord of any circumstances which is likely to prejudice, cancel or invalidate any such insurance policy.

Risk and Indemnity

- 12. i To occupy and use the Premises at the Tenant's own risk.
- ii To indemnify, and to keep indemnified, the Landlord against any claim, demand, remedy, suit, injury, damage, loss, cost and liability in respect of:
 - a any non-payment or delayed payment of rent;
 - b the loss of or damage to part or the whole of the Premises or the Building (or both);
 - c any person for the loss of or damage to their personal property; and
 - d any person for personal injury or death,
 which occurs arising out of any breach or unlawful or negligent act or omission of the Tenant or the Tenant's employees, officers, agents, contractors or invitees.
- iii In such circumstances the Tenant must meet all claims whether they are made directly against the Tenant or against the Landlord. Any resultant repairs to or works on the Premises or to any part of the Building must be carried out at the Tenant's cost by builders or contractors approved by the Landlord.
- iv To the full extent permitted by law, the Tenant releases the Landlord, its employees, officers, agents and contractors and the Agent from all actions, suits, claims, remedies and demands of any kind and from all liability which may arise in relation to or in connection with any loss, damage, liability, cost, expenses, injury or death in, near or with respect to the Building or the Premises except to the extent it is caused by the Landlord's unlawful or negligent act or omission.

Outgoings

- 13. ~~To reimburse the Landlord immediately, upon the Landlord providing a valid tax invoice to the Tenant, amounts equal to the Tenant's percentage of outgoings noted in this lease of any and all outgoings and expenses relating to the Premises, the Building and/or the land on which the Building is situated including, without limitation, local government rates, water and sewerage rates, land tax, owners corporation or strata levies and contributions, insurance premiums, garbage and waste disposal costs, car park levies, lift services (if applicable), maintenance, repairs and cleaning costs, security costs, management fees and expenses and such other outgoings (as applicable) relating to the Premises, the Building and/or the land on which the Building is situated. Land tax must be calculated on the basis that the land on which the Building is situated was the only land owned by the Landlord.~~

OR

- ~~To reimburse the Landlord immediately, upon the Landlord providing a valid tax invoice to the Tenant, for the percentage noted in this lease of all increases in any and all outgoings and expenses relating to the Premises, the Building and/or the land on which the Building is situated including, without limitation, local government rates, water and sewerage rates, land tax, owners corporation or strata levies and contributions, insurance premiums, garbage and waste disposal costs, car park levies, lift services (if applicable), maintenance, repairs and cleaning costs, security costs, management fees and expenses and such other outgoings (as applicable) relating to the Premises, the Building and/or the land on which the Building is situated from the financial year that ended immediately before the~~

~~Commencing Date, and to must be calculated on the basis that the land on which the Building is situated was the only land owned by the Landlord.~~

AIR CONDITIONING

14. i If one or more air-conditioning units are installed in the Premises and exclusively services the Premises, the Tenant must ensure that they are regularly serviced and maintained (excluding repairs of a capital nature) at the Tenant's cost with a licensed contractor and, on request by the Landlord, the Tenant must supply the Landlord with a copy of service records and documentation (as applicable).
 - ii If the Landlord and Tenant agree that any air-conditioning unit that exclusively services the Premises is to be replaced, and the Premises form part of a strata scheme, the Tenant agrees that any proposed works (including removal of any existing air-conditioning unit) and specifications relating to the replacement air-conditioning unit must comply with relevant by-laws of the strata scheme, any applicable law or regulation and, where necessary, be approved by the owners corporation of such strata scheme.
 - iii The Landlord is responsible for any works of a capital nature relating to any air-conditioning unit that exclusively services the Premises, other than any such unit installed by or at the request of the Tenant or a predecessor in title of the Tenant.
15. The Landlord is under no obligation to remove, or carry out works not covered by clause 14iii in respect of, any air-conditioning unit installed in, or supplied to, the Premises and, if no air-conditioning unit exists at the Commencing Date, the Landlord is under no obligation to install any air-conditioning unit or other mechanical services.

BOTH PARTIES AGREE THAT:

Unforeseen Event

16. i This clause 16 applies if the whole or a substantial part of the Premises or the Building is destroyed or damaged so that the Premises are substantially unfit for use or are substantially inaccessible.
- ii If the Premises or the Building (as the case may be) cannot be or are not (or is not) reinstated within a reasonable time, then each of the Landlord and Tenant have the right to terminate this lease on giving at least 5 Business Days' written notice to the other.
- iii The Landlord will not be obligated to reinstate the Premises or the Building. However, for the period during which the Premises are substantially unfit for use or are substantially inaccessible, the rent and other money payable by the Tenant under this lease will abate in proportion with the reduction in usability or accessibility.
- iv Despite anything in this clause 16 to the contrary, the Tenant will not be entitled to terminate this lease under clause 16ii or to abatement under clause 16iii if the destruction or damage was caused or contributed to by the neglect, breach, unlawful act or omission or negligence of the Tenant or the Tenant's employees, officers, agents, contractors or invitees or if any insurance policy does not apply as a result of the neglect, breach, unlawful act or omission or negligence of the Tenant or the Tenant's employees, officers, agents, contractors or invitees.

Inspections and Condition of Premises

17. The Landlord or Agent must inspect the Premises at the Commencing Date and at the end of this lease and take note of the condition of the Premises including the state of cleanliness, state of repair and working order of appliances and services. The Tenant accepts the condition of the Premises as at the Commencing Date. Subject to any contrary provision in this lease, the Landlord is not under any obligation to carry out any repairs, maintenance, additions or alterations. The Tenant must, at its cost, provide to the Landlord or Agent a completed condition report relating to the Premises prior to the Commencing Date if required to do so by the Landlord or Agent.

Repairs and Maintenance

18. i The Tenant must keep the Premises and the Landlord's Property in good repair and condition, and must repair any damage to the Premises or the Landlord's Property caused or contributed to by the neglect, breach or negligence of the Tenant or the Tenant's employees, officers, agents, contractors or invitees. Any repair or maintenance must be carried out at the cost of the Tenant in a proper and workmanlike manner by suitably licensed and appropriately insured contractors. The Tenant must maintain and keep in good repair and condition in the Premises any fire equipment and essential services equipment that is required from time to time by any relevant authority.
- ii The Tenant must ensure that all necessary and required inspections relating to facilities in the Premises, including, but not limited to, air-conditioning systems, fire equipment, essential services equipment and lifts (as applicable), are undertaken at appropriate periodic intervals and that all associated certifications are issued. The Tenant must promptly provide to the Landlord a copy of any such certification.
- iii The Tenant must ensure that, at all times, the Tenant and the Tenant's employees, officers, agents, contractors and invitees comply with all laws, rules and regulations relating to the use or occupation of the Premises including all applicable work, health and safety legislation.
- iv The Tenant is not responsible for repairing fair wear and tear or for any repair, replacement or maintenance to the extent that it is necessary as a result of fire, storm water, lightning, storm, flood, explosion, riot, civil commotion or terrorism, but except to the extent that any fair wear and tear is caused by or such repair, replacement or maintenance is rendered necessary by any particular use of, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.
- v The Tenant is not required to carry out or contribute to any costs or expenses of any works of a capital or structural nature except to the extent that the works are rendered necessary by any particular use of or damage by, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.

Access

19. i The Landlord must respect the Tenant's right to privacy.
- ii The Tenant must allow access to the Landlord or Agent:
 - a when it is reasonable that they or either of them should view the condition of the Premises or to enable them to comply with any law or requirement of any relevant authority, or to carry out any work to the Premises or any adjacent property of the Landlord by contractors authorised by the Landlord or Agent; or
 - b to erect 'to let' signs and to show the Premises to prospective tenants, on reasonable notice to the Tenant; or
 - c to erect 'for sale' signs and to show the Premises to prospective purchasers, on reasonable notice to the Tenant.
- iii The Landlord must give the Tenant reasonable notice of the time and date for such access which is to be as convenient as possible for the parties.
- iv The Landlord or Agent may have access to the Premises at any time on reasonable notice to the Tenant or without notice in the case of an emergency or to carry out urgent repairs.

- v If normal trading hours apply to the Building, then the Tenant may not use the Premises outside such normal trading hours unless it complies, at the Tenant's cost, with the Landlord's requirements relating to security or use of facilities in the Building (if any). If required by the Landlord, the Tenant must pay the Landlord's costs in connection with the Tenant using the Premises outside the normal trading hours, including without limitation costs associated with any security or other personnel and costs associated with the use of facilities in the Building.

Costs, Disbursements and Expenses

- 20. i The Tenant must pay their own legal costs, disbursements and expenses and must pay the reasonable legal costs, disbursements and expenses of the Landlord in relation to the preparation, negotiation and execution of this lease.
 - ii The Tenant must pay the stamp duty and registration fees (if any) payable in connection with this lease.
 - iii The Tenant must pay all legal costs, disbursements and expenses of the Landlord in relation to any breach by the Tenant (including, without limit, in connection with any breaches set out in clause 28) and the exercise or proposed exercise of any right, power or remedy available to the Landlord.
 - iv The Tenant must pay the Landlord's costs, disbursements and expenses reasonably incurred by the Landlord in connection with a request by the Tenant for the Landlord's consent under this lease whether such consent is granted or not.
- v By way of demand, the Landlord must provide the Tenant with a copy of any account presented to the Landlord in respect of any of the Landlord's costs, disbursements and expenses referred to in this clause (as may be applicable) and the Tenant must reimburse the Landlord such costs, disbursements and expenses within 14 days of the Tenant being provided with the Landlord's demand.

GST

- 21. In this clause 21, words or expressions which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning as given in that Act. Except to the extent that this lease expresses them to be inclusive of GST, any amounts, including rent and outgoings, referred to in this lease which are payable by the Tenant to the Landlord, or on behalf of the Landlord, under this lease, are exclusive of GST. If GST is imposed on any supply made to the Tenant under or in accordance with this lease then, unless it is expressed to be inclusive of GST, the amount the Tenant must pay for that supply is increased by the amount of that GST. The Landlord must provide to the Tenant a valid tax invoice in respect of the supply. If the rate of GST is increased or decreased, the parties agree that any amounts referred to in this lease that are expressed to be inclusive of GST must be varied accordingly.

Compliance with laws

- 22. i Subject to clause 22i, each party must observe, as applicable to itself, all relevant laws, regulations, by-laws and other standards with respect to the Premises. The Landlord will not be obligated to observe a requirement under any such laws, regulations, by-laws or other standards to the extent that it applies in whole or in part as a result of any particular use of or damage by, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.
- ii The Tenant must ensure that it observes and complies with, at its cost, all relevant laws, regulations, notices, orders and requirements of any relevant authority, including all fire safety requirements applicable to the Premises. However, before complying with any such law, regulation, notice, order or requirement, the Tenant must obtain the Landlord's and/or the Agent's consent where such consent is required under this lease.

Notices

- 23. Any written notice required or authorised by this lease:

- i Must be served on the Tenant personally, by pre-paid post to the Premises, by being left in the post box, if any, at the Premises or sent by email to the Tenant's email address stated in this lease or as otherwise notified in writing from time to time by the Tenant to the Landlord.
- ii Must be served on the Landlord or Agent personally, by pre-paid post to their address as shown in this lease or as notified in writing from time to time to the Tenant, by being left in the post box, if any, at that address or by email to the email address of the Landlord or Agent stated in this lease or as otherwise notified in writing from time to time by the Landlord or the Agent or Landlord's solicitor.
- iii Where it has been sent by pre-paid post, will be deemed to be served on the earlier of the day it is actually delivered or the 7th Business Day after posting.
- iv Where it has been sent by email, will be deemed to be served as soon as it is sent, unless the sender receives an automated message indicating that there was an error in the transmission of the email.
- v May take effect on any day of the month if it relates to the termination of a periodic lease provided it gives the required period of notice.

Mitigation

- 24. Where there has been a breach of any condition of this lease by a party, the other parties must take all reasonable steps to minimise any loss or damage which may be, or has been, incurred.

Disputes

- 25. In any dispute or proceedings between the parties, the parties must act reasonably and in good faith and without delay and make all admissions necessary to enable the real issues to be efficiently determined and resolved.

Renewal / Option

- 26. i The Tenant must give to the Landlord or the Agent notice in writing not more than 6 months and not less than 4 months prior to the expiration of the initial Term if the Tenant wishes to take a renewal of this lease for the further term stated on the front page of this lease (if any). Provided that the Tenant has given notice in accordance with this clause (time being of the essence), has duly and punctually paid the rent and has duly performed and observed on the Tenant's part all conditions and obligations contained in this lease up to the expiration of the initial Term, the Landlord will, at the cost of the Tenant, grant the Tenant the further term.
- ii The starting rent for a further term is to be determined in accordance with the Rent Review Method specified in clause 27 and subject to clauses 27(ii) and 27(iii). If no choice is selected, then the starting rent must be determined in accordance with a CPI Review as calculated under clause 27B and subject to clauses 27(ii) and 27(iii).
- iii A lease for any further term must be on the same terms as this lease (including any special conditions and variations to this lease which have become effective during the initial Term) except that the Commencing Date and Terminating Date must be replaced in accordance with the commencing date and terminating date of the further term, the rent from the commencing date of the further term must be the amount determined under clause 26(ii), the provisions relating to renewal / option (including this clause 26) are to be deleted in such a lease and the rent review methods and rent review dates for the further term must be as per the relevant methods and dates for any new lease as indicated in clause 27.

Rent Review

27. i Rent reviews must be conducted by the following methods (tick the applicable rent review method) on each of the following specified dates (tick applicable box for review dates) and if more than one method is selected then the greater amount must be the revised rent.
- ☐ ii The parties agree that if the rent is not determined by a Rent Review Date, the Tenant must continue to pay the rent payable immediately before the Rent Review Date until the new rent is determined, with the new rent to apply from the relevant Rent Review Date. The Tenant must account in favour of the Landlord for any difference in rent from the relevant Rent Review Date to the date the new rent is determined in the manner directed by the Landlord or the Agent.
 - ☐ iii Despite any other provision in this lease, the rent from a Rent Review Date must not be less than the rent payable immediately prior to the relevant Rent Review Date.

☐ 27A Market Review

- ☐ On each anniversary of the Commencing Date of this lease
- ☐ If the option to renew is exercised, on the commencing date of the new lease
- ☐ If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- ☐ The commencing date of any periodic lease from month to month

Other: _____

- ☐ i If this option is selected, then, at least 30 days before the relevant Rent Review Date, the Landlord may notify the other in writing that the rent is to be varied to an amount representing the Current Market Rent for the Premises.
- ☐ ii If the Landlord and the Tenant do not agree as to the Current Market Rent then such rent must be determined by the President of the Real Estate Institute of New South Wales or his/her appointee. The costs of such rental determination must be borne in equal shares by the parties unless otherwise agreed between the parties.
- ☐ iii Despite clauses 27A(i) and 27A(ii), the Landlord and Tenant may agree to a rent representing the Current Market Rent after the relevant Rent Review Date.
- ☐ iv A rent agreed or determined under this clause must not be less than the rent payable immediately before the relevant Rent Review Date and must apply from the relevant Rent Review Date.

☐ 27B CPI Review

- ☐ On each anniversary of the Commencing Date of this lease
- ☐ If the option to renew is exercised, on the commencing date of the new lease
- ☐ If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- ☐ The commencing date of any periodic lease from month to month

Other: _____

If this option is selected or if, in relation to any date referred to in this clause 27 for which a review option may be selected (other than the commencing date of any periodic lease from month to month), no such selection is made, then on and from each relevant Rent Review Date, the revised rent payable under this lease must be determined in accordance with the following formula:

$$SA = B \times C / D$$

- Where:
- A is the revised rent;
 - B is the rent payable in the 12 month period immediately prior to the relevant Rent Review Date;
 - C is the Consumer Price Index (Sydney All Groups) number last published immediately prior to the relevant Rent Review Date; and
 - D is the Consumer Price Index (Sydney All Groups) number last published immediately prior to the date falling 12 months prior to the relevant Rent Review Date.

☒ 27C Fixed Percentage

- ☒ On each anniversary of the Commencing Date of this lease
- ☐ If the option to renew is exercised, on the commencing date of the new lease
- ☐ If the option to renew is exercised, on each anniversary of the commencing date of the new lease
- ☒ The commencing date of any periodic lease from month to month

Other: _____

If this option is selected, then the rent on and from each relevant Rent Review Date is calculated as follows:

$$R2 = R1 + (R1 \times FP)$$

- Where:
- R2 is the rent payable on and from the relevant Rent Review Date;
 - R1 is the rent payable immediately before the relevant Rent Review Date; and
 - FP is the fixed percentage nominated for the Rent Review Date.

The fixed percentage (FP) is: 4%

27D Fixed Amount

On each anniversary of the Commencing Date of this lease

If the option to renew is exercised, on the commencing date of the new lease

If the option to renew is exercised, on each anniversary of the commencing date of the new lease

The commencing date of any periodic lease from month to month

Other:

If this option is selected, then the rent on and from the relevant Rent Review Date is calculated as follows:

$$X2 = X1 + FA$$

Where: X2 is the rent payable on and from the relevant Rent Review Date;

X1 is the rent payable immediately before the relevant Rent Review Date; and

FA is the fixed amount nominated for the relevant Rent Review Date.

The fixed amount (FA) is:

Termination

28. i If this lease has become a periodic lease from month to month, the Landlord or Tenant may terminate it by giving 1 months' written notice to the other party.
- ii The Landlord will have the right to terminate this lease by written notice to the Tenant and re-enter the Premises or to continue this lease as a periodic lease from week to week:
- a where the Landlord has given the Tenant a notice of breach and the Tenant has not remedied the breach within the period specified in the notice;
 - b where the Tenant has failed to pay rent for a period in excess of 14 days, whether formally demanded or not;
 - c where the Tenant has seriously or persistently breached any clause of this lease; or
 - d to the extent permitted by law, upon the Tenant and/or Guarantor being declared bankrupt or insolvent according to the law or making any assignment for the benefit of creditors or taking the benefit of any Act now or hereafter to be in force for the relief of bankrupts or insolvents. (Section 85 (1) (d) of the *Conveyancing Act 1919*, as amended, is hereby varied accordingly.)
- iii If the Landlord intends to exercise its right to continue this lease as a periodic lease from week to week, it must serve the Tenant with a written notice stating the reason and informing the Tenant of the variation to this lease. Upon service of the notice, this lease must continue with all its conditions, except for the Term and holding over conditions, as a periodic lease from week to week, which may be terminated by 7 days' written notice from the Landlord or Tenant.
- iv The Landlord will have the right to re-enter the Premises without giving notice if there are reasonable grounds to believe the Premises have been abandoned.
- v Any action by the Landlord or the Tenant in accordance with clauses 28(ii), 28(iii), 28(iv) or (vi), will not affect any claim for damages in respect of a breach of a term or condition of this lease.
- vi Upon termination or expiry of this lease, the Tenant must remove from the Premises all of the Tenant's Property, including removal and re-alteration of any additions and alterations made by the Tenant, except any item which the Landlord has notified the Tenant that it need not be removed. The Tenant must promptly make good any damage or defacement occasioned to any part of the Premises in the course of such removal and/or re-alteration, failing which the Landlord may, but is not obliged to, do any works as necessary to repair the damage or defacement and to restore and make good the Premises to a clean and tidy condition free from rubbish in accordance with this sub-clause and clause 28(vii), at the Tenant's expense.
- vii Upon the termination or expiry of this lease for any reason, the Tenant must promptly and peacefully give the Landlord vacant possession of the Premises in the condition it was in on the Commencing Date and in the state of repair required by this lease and must, at the same time, hand over all keys, security cards and passes for the Premises and/or the Building.

Termination Notice by Landlord

29. i If the Tenant receives from the Landlord or Agent a notice terminating this lease or a notice demanding immediate possession of the Premises in accordance with the terms of this lease, any acceptance of or demand for rent or money by the Landlord will not of itself be evidence of a new lease with the Tenant nor alter the legal effect of the notice.
- ii Where the Tenant unlawfully remains in possession after termination of this lease, the Landlord will be entitled, in addition to any other claim, to payments equal to the rent as compensation for the Tenant's use and/or occupation of the Premises.

Redecoration

30. Regardless of the condition of the Premises on the Commencing Date or fair wear and tear, the Tenant must redecorate the Premises (including, without limitation, paint and re-carpet) during the last 3 months before the Terminating Date or, if earlier terminated, then before the Tenant vacates the Premises.

Parting With Possession

31. i The Tenant must not assign, sub-let, license or part with possession of the Premises or this lease or any part of the Premises or this lease except with the prior written consent of the Landlord (which must not be unreasonably withheld).
- ii In seeking the Landlord's consent referred to in this clause, the Tenant must give the Landlord at least 28 days' prior written notice requesting such consent and the Tenant must pay the Landlord any reasonable costs incurred by the Landlord in considering and otherwise dealing with the Tenant's request, whether or not consent is given.
- iii The Tenant must provide the Landlord with any information the Landlord requires about the financial standing, resources or business experience of the proposed tenant and any proposed guarantor.
- iv The Tenant must ensure that the proposed tenant and proposed guarantor (if any) enter into a deed before this lease is assigned in a form reasonably required by the Landlord under which the proposed assignee covenants to perform all of the Tenant's obligations under this lease.
- v If the Landlord requires, the Tenant must ensure that the proposed tenant procures a guarantor acceptable to the Landlord who must give similar guarantees and indemnities as set out in this lease.

- vi The Tenant must pay all stamp duty and other taxes in relation to any assignment, sublease or other dealing under this clause 31.

Cleaning

32. i If the Landlord engages cleaning contractors to clean the Premises, the Tenant must allow such persons to clean the Premises and the Tenant must pay the Landlord the sum demanded by the Landlord for such cleaning at the same time and in the same manner as rent is payable under this lease. Such sums may be recovered by the Landlord in the same manner as rent is recoverable.
- ii The Landlord is not responsible to the Tenant for any loss or damage however occurring or caused by its cleaning contractors, or that contractor's employees, agents or sub-contractors.

Strata Title Conversion

33. The Landlord may register a strata plan, easements, covenants and other title dealings insofar as the same relates to the Building, or any part of it. If required by the Landlord, the Tenant must promptly provide its written consent to the strata plan, easements, covenants and other title dealings, in the form required by the Landlord, to the NSW Land Registry Services or any other relevant government authority. After registration of the strata plan, the Tenant must comply with any by-laws which are not inconsistent with the terms of this lease.

Work Health and Safety

34. i For the purposes of this clause 34, WHS Law means the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2011* (NSW).
- ii The Tenant agrees and acknowledges that it has management and control of the Premises for the purposes of the WHS Law. The Tenant must comply with, and ensure that its employees, licensees, contractors and agents comply with, the WHS Law and any applicable codes of practice, and ensure that it has adequate systems in place to identify, minimise and control all hazards.
- iii If any works on the Premises includes a 'construction project' (as defined in the WHS Law), the Tenant will have principal contractor obligations under the WHS Law in respect of the works, unless it validly appoints another person as principal contractor and authorises the person to have the necessary management and control of the Premises to perform their duties as principal contractor and to discharge the duties of a principal contractor including under Chapter 6 of the *Work Health and Safety Regulation 2011* (NSW).
- iv The Tenant must notify the Landlord within 3 Business Days of any:
- a hazards or risks to the health and safety of persons using the Premises or the Landlord's Property
 - b hazards, risks or incidents causing any serious lost time injury or any injury where off site medical treatment is required;
 - c incident involving a near miss which, but for the near miss, could have caused any serious lost time injury or any injury where off site medical treatment is required; and
 - d notifiable incidents (as defined in the WHS Law).

Guarantor's Liability

35. In consideration of the Landlord leasing the Premises to the Tenant in accordance with this lease, the Guarantors for themselves and each of them and each of their executors and administrators unconditionally agree that they and each of them are (with the Tenant) jointly and severally liable to the Landlord for the payment of the rent and all other amounts payable by the Tenant under this lease, and also for the due performance and observance of all the terms and conditions on the part of the Tenant contained or implied in this lease. AND IT IS HEREBY EXPRESSLY AGREED AND DECLARED that the Landlord may grant to the Tenant any time or indulgence and may compound or compromise or release the Tenant without releasing or affecting the liability of the Guarantors. For clarity, in this clause 35, a reference to "this lease" includes any periodic lease and any lease for the further term stated on the front page of this lease (if any).

Security Tick applicable clause: ☐ clause 36 or ☒ clause 37

36. i In this clause, "Bank Guarantee" means a guarantee given by an Australian bank acceptable to the Landlord (in its absolute discretion) that:
- a is irrevocable, unconditional and has an expiry date falling not earlier than 6 months after the Terminating Date;
 - b is on terms that the Landlord accepts in its absolute discretion;
 - c requires the bank to pay on demand, whether by one or more requests, the amount equivalent to the amount stated on the front page of this lease under the heading "Security Deposit / Bank Guarantee";
 - d is drawn in favour of the Landlord to cover "all of the Tenant's obligations under the lease for the Premises and any associated documents"; and
 - e is not in an electronic or digital form.
- ii On or before the Commencing Date, the Tenant must deliver the Bank Guarantee to the Landlord.
- iii The Bank Guarantee is security for the Tenant's performance under this lease and, for the avoidance of doubt, the Landlord or Landlord's Agent may apply the Bank Guarantee to recover any costs or expenses incurred by the Landlord or its Agent in carrying out the Tenant's obligations which the Tenant has failed to carry out under this lease.
- iv The Landlord may call on the Bank Guarantee at any time.
- v The Tenant must not do anything which could prevent or delay payment by the bank to the Landlord under the Bank Guarantee.
- vi If the Landlord calls on the Bank Guarantee, then the Tenant must deliver to the Landlord a replacement or additional Bank Guarantee so that the amount of the security held by the Landlord under this clause 36 is equal to the amount stated on the front page of this lease under the heading "Security Deposit / Bank Guarantee".
- vii The Landlord or the Landlord's Agent is under no obligation to return the Bank Guarantee to the Tenant until all the Tenant's obligations under this lease have been satisfied.
- viii The Tenant must deliver the replacement Bank Guarantee or additional Bank Guarantee to the Landlord within 5 Business Days after the Landlord gives the Tenant a notice asking for it.
- ix The Landlord's appropriation of an amount against the Bank Guarantee:
- a does not constitute a waiver of a failure by the Tenant to fulfil its obligations; and
 - b does not prejudice any other remedy or right of the Landlord for that failure.
- x If the Landlord sells, transfers or otherwise disposes of the Premises or the land on which the Building is situated, the Tenant must, within 10 Business Days after being requested by the Landlord or the Agent to do so, deliver to the Landlord a replacement Bank Guarantee for the amount equivalent to the amount stated on the front page of this lease under the heading "Security Deposit / Bank Guarantee" drawn in favour of the purchaser, transferee or donee.

- xi The Lessee's obligations under this clause are essential terms of this lease.
 - xii If in the Landlord's opinion, acting reasonably, the Tenant has satisfied all of its obligations under this lease then the Landlord must return the Bank Guarantee to the Tenant after the Terminating Date.
37. i As security for the performance and observance by the Tenant of the terms and conditions of this lease, the Tenant must pay on or before the Commencing Date in favour of the Landlord a security deposit for the amount stated on the front page of this lease under the heading "Security Deposit/Bank Guarantee" (Security Deposit). The Security Deposit must be paid to the Landlord's Agent or the Landlord's solicitor as directed by the Landlord. The Security Deposit must be held in trust for the exclusive benefit of the Landlord by either the Landlord's Agent or the Landlord's solicitor. All costs and fees relating to the trust account (if any) must be at the Tenant's cost. The Tenant is not entitled to any interest earned on the Security Deposit if the Landlord directs the Landlord's Agent or the Landlord's solicitor to invest the Security Deposit in an interest bearing account. Any interest earned on the Security Deposit will be the property of the Landlord.
- ii The Landlord, the Landlord's Agent or the Landlord's solicitor is entitled to deduct from the Security Deposit an amount equal to any money due but unpaid for more than 14 days by the Tenant to the Landlord under this lease or to satisfy any other obligation of the Tenant which is not satisfied or outstanding during the Term or on determination of this lease (including, without limitation, any costs or expenses incurred by the Landlord or the Landlord's Agent in carrying out the Tenant's obligations which the Tenant has failed to carry out under this lease). If a deduction is made from the Security Deposit, the Tenant must replace the amount deducted within 5 Business Days of written request by the Landlord, the Landlord's Agent or the Landlord's solicitor so that, at all times throughout the Term, the Security Deposit is for the amount required to be provided as stated on the front page of this lease. The Landlord and the Landlord's Agent are under no obligation to return the Security Deposit to the Tenant until after the later of the Terminating Date and all the Tenant's obligations under this lease having been satisfied.

Essential Terms

38. The parties agree that clauses 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 18, 19, 20, 21, 22, 32, 33, 36 and 37 are essential terms of this lease.

No Reliance

39. The Tenant acknowledges that, except as stated in this lease, it has not relied on any representations made by or on behalf of the Landlord or the Landlord's Agent in relation to the subject matter of this lease and that the Tenant has relied on its own independent legal, financial, taxation and other professional advice before entering into this lease.

Variation

40. This lease may not be varied or modified unless evidenced in writing and signed by the parties.

Severability

41. If any part of this lease is invalid, illegal or unenforceable, then it must be treated as excluded from this lease and the remainder of this lease will remain unaffected by such exclusion.

Entire Agreement

42. This lease is the entire agreement between the parties in respect of its subject matter and supersedes all previous communications and representations by or on behalf of the parties in respect of that subject matter.

Governing Law

43. This lease is governed by the laws of the State of New South Wales and each party irrevocably submits to the non-exclusive jurisdiction of the courts in that State.

Definitions and Interpretation

- 44. i 'Agent' in context with 'Landlord' includes the Landlord's real estate agent or managing agent and any other person authorised to act on behalf of the Landlord.
- ii 'Building' means the building in which the Premises are located.
- iii 'Business Day' means a day which is not a Saturday or Sunday and which is not a public holiday or a bank holiday in New South Wales.
- iv 'Current Market Rent' means the rent that would reasonably be expected to be paid for the Premises, as between a willing landlord and a willing tenant in an arm's length transaction (where the parties are each acting knowledgeably, prudently and without compulsion), determined on an effective rent basis, having regard to the following matters:
 - a the provisions of this lease; and
 - b the rent that would reasonably be expected to be paid for the Premises if they were unoccupied and offered for renting for the same or a substantially similar use to which the Premises may be put under this lease, but does not take into account rent concessions and other benefits that are frequently or generally offered to prospective tenants of unoccupied commercial premises.
- v 'Landlord' includes the heirs, executors, administrators and assigns of the Landlord and, where the context permits, includes the Landlord's Agent.
- vi 'Landlord's Property' means all property owned by the Landlord in the Premises including but not limited to fixtures, fittings, plant, equipment, partitions, stock and other items in the Premises which are owned, hired or leased by the Landlord and which are not the Tenant's Property.
- vii 'Tenant' includes the executors, administrators and permitted assigns of the Tenant.
- viii 'Rent Review Date' means the relevant rent review date specified in clause 27.
- ix 'Tenant's Property' means all fixtures, fittings, plant, equipment, partitions, stock and other items in the Premises which are owned, hired or leased by the Tenant and which are not the Landlord's Property.
- x 'Term' means the term of this lease as stated on the front page of this lease, and includes any further terms granted in accordance with this lease.
- xi Where the context permits, words expressed in the singular include the plural and vice versa and words referring to a person include a company.
- xii Where two or more Tenants, Landlords or Guarantors are parties, the terms and conditions of this lease bind them jointly and severally and their obligations and liabilities under this lease are joint and several.
- xiii Headings in bold have been inserted to assist the parties but they do not form part of this lease.
- xiv 'Including' and similar expressions are not words of limitation.

SPECIAL CONDITIONS

Special conditions forming part of this lease are to be signed by the parties and attached.

RULES AND REGULATIONS

1. No sign, advertisement or notice must be inscribed or painted or affixed on any part of the outside or the inside of the Premises except of such colour, size and style and in such place upon or in the Building as are approved in writing by the Landlord. Upon request by the Tenant, interior signs on glass doors and on the directory tablets (as applicable) will be provided by the Landlord for the Tenant and at the Tenant's expense.
2. The Tenant must not obstruct any entrances or exits, driveways, lifts, passageways, halls, staircases or fire escapes in the Building (as the case may be) or use them or any part of them for any purpose other than for entering and exiting the Premises or the Building.
3. The Tenant must not obstruct or interfere with the rights of the Landlord or other tenants or occupiers in the Building or do anything that may cause annoyance, nuisance, danger, damage, disturbance or offence to other tenants or occupiers of the Building.
4. The Tenant must, at all times, comply with all applicable:
 - a regulations and directions of any public authority and with the terms of any insurance policy relating to the Building or its contents; and
 - b building regulations, guidelines and procedures including, without limitation, with respect to fire safety and emergency procedures.
5. The Tenant must not install or position any safe, heavy equipment or article in the Building without prior written consent of the Landlord. If the Landlord grants such consent, it may prescribe the maximum weight and the position in which the safe, equipment or article may be placed or secured, and may give directions and/or supervise the installation, positioning or securing of such safe, equipment or article at the Tenant's expense. The Tenant must make good, at the Tenant's expense, all damage caused to the Building or any part of it by the introduction, installation, presence or removal of any heavy equipment or article of which the Tenant has ownership, custody or control.
6. In the event of an emergency or other circumstance whereby any toilet or washroom on any floor of the Building are not available for use, the Landlord may temporarily withdraw the Tenant's right of exclusive use of any or all toilet or washroom facilities (if any) not affected by the emergency or circumstance, so as to ensure availability of these facilities to all occupants of the Building. No rental adjustment may be made in relation to this lease during such temporary arrangement.
7. The Tenant must give priority to passenger traffic if it uses any lift to transport any goods, equipment or furniture.

PLEASE READ THIS LEASE CAREFULLY BEFORE AND AFTER EXECUTION

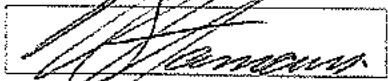
We hereby enter into this lease and agree to all its conditions.

SIGNED BY THE LANDLORD – where the Landlord is an individual

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Landlord /
Authorised Representative

Date



25.1.22

Name of Signatory (this must be stated)

Neil Stephen Hannam

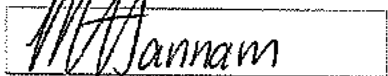
Authority of Signatory (delete whichever is not applicable)

Power of Attorney
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Witness

Date



25.1.22

Name of Witness (this must be stated)

Maruana Hannam

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Landlord /
Authorised Representative

Date



25.1.22

Name of Signatory (this must be stated)

Ranjit Narve Hannam

Authority of Signatory (delete whichever is not applicable)

Power of Attorney
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Witness

Date



25.1.22

Name of Witness (this must be stated)

Maruana Hannam

SIGNED BY THE LANDLORD - where the Landlord is a corporation
(to be signed by 2 directors or 1 director and 1 secretary, or sole director and sole secretary, or authorised officer or Attorney)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

EXECUTED for and on behalf of _____
pursuant to sections 127 and 128 of the Corporations Act 2001 (Cth):

ACN

Signature of Director/Secretary/
Authorised Representative

Date

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

Director/Secretary/Authorised Officer/Attorney
(attach a copy of Power of Attorney if applicable)

Signature of Director/Secretary/
Authorised Representative

Date

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

Director/Secretary/Authorised Officer/Attorney
(attach a copy of Power of Attorney if applicable)

SIGNED BY THE TENANT - where the Tenant is an individual

I agree to be legally bound by the terms of this agreement
even if I sign this agreement electronically.

Signature of Tenant/
Authorised Representative

Date

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

Power of Attorney
(attach a copy)

I agree to be legally bound by the terms of this agreement
even if I sign this agreement electronically.

Signature of Witness

Date

Name of Witness (this must be stated)

I agree to be legally bound by the terms of this agreement
even if I sign this agreement electronically.

Signature of Tenant/
Authorised Representative

Date

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

Power of Attorney
(attach a copy)

I agree to be legally bound by the terms of this agreement
even if I sign this agreement electronically.

Signature of Witness

Date

Name of Witness (this must be stated)

SIGNED BY THE TENANT - where the Tenant is a corporation

(to be signed by 2 directors or 1 director and 1 secretary, or sole director and sole secretary, or authorised officer or Attorney)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

EXECUTED for and on behalf of **Scitek Australia Pty Ltd**
pursuant to sections 127 and 128 of the Corporations Act 2001 (Cth):

ACN

15003781717

Signature of Director/Secretary/
Authorised Representative

Date

20.1.2022

Name of Signatory (this must be stated)

Tobias Schappeler

Authority of Signatory (delete whichever is not applicable)

Director/Secretary/Authorised Officer/Attorney
(attach a copy of Power of Attorney if applicable)

Signature of Director/Secretary/
Authorised Representative

Date

20/01/2022

Name of Signatory (this must be stated)

Daniel Kind

Authority of Signatory (delete whichever is not applicable)

Director/Secretary/Authorised Officer/Attorney
(attach a copy of Power of Attorney if applicable)

SIGNED BY THE GUARANTOR

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Guarantor /
Authorised Representative

Date

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

Power of Attorney
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Witness

Date

Name of Witness (this must be stated)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Guarantor /
Authorised Representative

Date

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

Power of Attorney
(attach a copy)

I agree to be legally bound by the terms of this agreement even if I sign this agreement electronically.

Signature of Witness

Date

Name of Witness (this must be stated)

Annexure A – 31/ 1 Talavera Rd Macquarie Park.

The parties agree to undertake, coordinate and or pay for works as follows:

Lessor to:

- a. Acid wash all tiles / grout Agreed
- b. Repaint in white all walls / doors / ceiling as required (not powder coated metal doors).
- c. Patch tiles in kitchen Agreed (Lessor currently investigating options – maybe replace compromised tiles)
- d. Repairs to any finishes and paint in shared bathroom Agreed
- e. Suitable locking mechanism on bathroom to prevent public access (lessee may add this to the access control system they install with access via share fobs) – details to be confirmed
- f. Removal of speakers from front façade Noted – will need to check (need to make sure not part of any emergency system etc.)
- g. Place rubbish bins away from façade Noted – investigating.
- h. Install 100A supply to tenancy DB Agreed – confirming detail.
- i. Penetrate wall for chiller.
- j. Liaise with Owners Corporation re chiller installation.
- k. Replace lighting.

Lessee to:

- a. Supply and installer chiller
- b. Supply Philips Hue downlights for some of the downlight replacements (to be left at make-good)
- c. Install basic access control system on front and rear doors, with alarm (to be left at make-good)
- d. Install cctv cameras to front and rear of tenancy (to be left at make-good)
- e. Install GPO and Data outlets where appropriate
- f. Install plant (including remove and reinstall glass),

Other:

- a. Approval to install chiller behind unit (subject to positioning as you direct)
- b. Upgrade to 100A supply in tenancy (please consider this as the incentive)
- c. Exhaust fan operating in Kitchen
- d. Air conditioning serviced and operational with new filters

- e. Hot water operational
- f. 24/7 access to tenancy
- g. Existing stainless sink, drainage into grease trap and existing drainage pipes along wall.
- h. Gross Rent: This rental includes strata levies, council rates and land tax. The lessee is responsible for their own operational costs – eg power, cleaning, insurance, data, AC maintenance etc.
- i. Parking: Two (2) car spaces included in the rent. The lessee shall be responsible for any car parking levy which may be charged by an authority (currently no parking levy is payable) if applicable in the future. Location of spaces may be subject to change.
- k. Amenities are shared.