**This is Annexure A to a lease dated\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from Grand Rozelle Pty Ltd ACN 619 872 749 (*Landlord*) as Landlord and Inner West Council ABN 19 488 017 987 (*Tenant*) as Tenant**

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Reference Schedule

|  |  |  |
| --- | --- | --- |
|  | **Landlord** | |
|  | Name: | Grand Rozelle Pty Ltd |
|  | ACN: | 619 872 749 |
|  | Address: | Suite 01, Level 21, The Zenith Tower A,  821 Pacific Highway,  Chatswood NSW 2067 |
|  | Fax number: |  |
|  | Attention: | Yuhui He |
|  | **Tenant** | |
|  | Name: | Inner West Council |
|  | ABN: | 19 488 017 987 |
|  | Address: | Leichhardt Service Centre, 7-15 Wetherill Street, LEICHHARDT NSW 2000 |
|  | Email: | council@innerwest.nsw.gov.au |
|  | Attention: | General Manager |
|  | **Land** | |
|  | The whole of the land in the Strata Plan | |
|  | **Premises** | |
|  | [Suite/Unit (#)] (being [all/part of] Lot [***#***] in the Strata Plan), [insert address], comprising approximately 200 square metres [as shown on the plan attached in Schedule 2] | |
|  | **Term** | |
|  | 25 years | |
|  | **Commencing Date** | |
|  | [Insert] | |
|  | **Terminating Date** | |
|  | [Insert] | |
|  | **Further Term** | |
|  | Not applicable | |
|  | **Rent** | |
|  | $1.00 per annum (exclusive of GST) | |
|  | **Tenant's Business** | |
|  | 1. Commercial office; 2. artist studios; 3. meeting rooms including for individuals, sporting associations and other community groups provided it is not for any use that would adversely impact on the amenity of the other users of the Building or the image of the Building, as reasonably determined by the Landlord; 4. Recreational activities such as yoga, pilates, martial arts, crafts, provided it does not adversely impact on the amenity of other users of the Building or the image of the Building, as reasonably determined by the Landlord; 5. Meeting rooms for Council employees. | |
|  | **Public Liability Insurance** | |
|  | $20 million | |
|  | **Redecoration Dates** | |
|  | Terminating Date | |
|  | **Access Hours** | |
|  | 24 hours, 7 days per week, subject to By-Laws | |
|  | **Outside Hours** | |
|  | [**To be advised**] between 10pm and 7am | |
|  | **Services provided by Landlord** | |
|  | A lift service will operate during the operating hours of the Building. Outside those hours (where clause 7.10 applies) but subject to clause 7.11, at least one lift is to operate on request.  This requirement only applies if a lift service is required to access the Premises.  Public entry doors to the Building to be operational and Air Conditioning to be functional at all times other than the Outside Hours.  During the Outside Hours, but subject to clause 7.10:   * 1. access to the Building is to be available in accordance with clause 7.10. | |

Definitions and interpretation

* 1. Definitions

The following definitions apply where used in this Lease unless the context, or an express provision of this Lease, requires otherwise.

**Access Hours** means the horus stated in Item 13, and all such times and any part of the hours in Item 13.

**Air Conditioning** means the plant and equipment for heating, cooling circulating or ventilating air exclusively servicing the Premises, if any.

**Approvals** means any consent, approval, authorisation, licence, registration, order, permission or concurrence required under any Laws.

**Appurtenance** means an item attached to the Premises including any drain, basin, sink, toilet or urinal.

**Australian Institute** means The Australian Property Institute Inc (being the state division located in the same state as the Premises).

**Authorised Officer** means:

* + - * 1. for the Tenant the General Manager or equivalent position or any employee authorised by the General Manager; and
        2. for the Landlord, any person whose title or acting title includes the word manager or cognate expressions, or any secretary or director of the Landlord, or any managing agent of the Building from time to time, or any lawyer acting for the Landlord.

**Authority** includes:

* + - * 1. any government in any jurisdiction, whether federal, state, territorial or local;
        2. any provider of public utility services, whether statutory or not; and
        3. any other person, authority, instrumentality or body having jurisdiction, rights, powers, duties or responsibilities over the Premises or any part of them or anything about them

**Base Building Condition** means the following items to be made good according to clause 16.1(d):

* + - * 1. ceiling tiles;
        2. fire protection equipment (thermals/sprinklers);
        3. skirting boards;
        4. redundant cabling (as notified by the Landlord);
        5. Services;
        6. tenancy plumbing,

and the scope of the works will include the following:

* + - * 1. removal of all partitions installed and/or modified by any tenants;
        2. alignment of ceiling tiles and grid, lights and fire protection equipment to a typical open floor plan;
        3. ensure that no live wires are left exposed and strip out redundant cabling from ceiling and skirting boards back to the floor distribution boards;
        4. remove tenancy plumbing; and
        5. reconfigure all Services such as hydraulic, mechanical and electrical services to a typical open floor plan.

**BBSY** means the average bid rate for a 1 year term displayed on the Reuters screen BBSY page at or about 10.15am (Sydney time) on the first day from which interest is to apply.

**Building** means all buildings, structures, the Car Park and other improvements (including the Landlord's Fixtures), erected or situated from time to time on the Land, of which the Premises form part and includes the Common Areas.

**Business Day** means any day except Saturday or Sunday or a day that is a public holiday, throughout the state in which the Premises are located.

**By-Laws** means the by-laws in place from time to time in regard to the Strata Plan and any other rules made by the Owners Corporation under the *Strata Schemes Management Act 2015* (NSW)*.*

**Car Park** means the car park and spaces disclosed in the Strata Plan, and includes the Visitor Car Parking Spaces.

**Claim** includes any claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding, right of action, claim for compensation and claim for abatement of rent obligation.

**Commencing Date** means the date specified in Item 6.

**Common Areas** means those areas of the Community Scheme, Building and the Land which are common property as defined under the Strata Plan and the Scheme Legislation, and which are available for use by the Tenant as determined by the Owners Corporation or the Landlord.

**Community Scheme** means the Community Scheme comprised in Deposited Plan [#], of which the Strata Scheme forms part.

**Consolidation** means the consolidation of the Land with one or more titles of land adjoining the Land.

**Cost** includes any cost, charge, expense, outgoing, payment or other expenditure of any nature (whether direct, indirect or consequential and whether accrued or paid), including where appropriate all Rates, and all legal fees.

**Date of Termination** means, as appropriate:

* + - * 1. the Terminating Date, provided that the Tenant is not holding over under clause 3.2 or the Tenant has not correctly exercised the option for any Further Term;
        2. any date earlier than the Terminating Date on which this Lease is determined;
        3. the date of expiration or earlier termination of any Further Term or, if more than one, the last Further Term provided the option for that Further Term is properly exercised; or
        4. the end of any period of holding over under clause 3.2.

**Default Rate** means BBSY plus 2% per annum.

**Early TerminationDate** means the date the Lease is terminated other than due to the default of the Landlord.

**Event of Default** means any event referred to in clause 15.1.

**Exclusive Use By-Laws** means the exclusive use or special privilege By-Laws registered as at the Commencing Date in respect of the Strata Scheme for the benefit of the Premises (if any).

**Fitout Guide** means the Landlord’s guide for carrying out work in the Building, as varied from time to time.

**Further Term** means the further term of this Lease, if any, specified in Item 8.

**GST** means the goods and services tax as imposed by the GST Law including, where relevant, any related interest, penalties, fines or other charge.

**GST Amount** means, in relation to a Payment, an amount arrived at by multiplying the Payment (or the relevant part of a Payment if only part of a Payment is the consideration for a Taxable Supply) by the appropriate rate of GST prescribed under the GST Law from time to time (being 10% when the GST Law commenced) or any lower rate notified from time to time by the person making the relevant Supply.

**GST Law** has the meaning given to that term in *A New Tax System (Goods and Services Tax) Act 1999* (Cth), or, if that Act is not valid or does not exist for any reason, means any Act imposing or about the imposition or administration of a goods and services tax in Australia and any regulation made under that Act.

**Item** means an item in the Reference Schedule to this Lease.

**Keys** means keys, access cards and other methods of access from time to time used for the Land or any part of it.

**Land** means the land specified in Item 3 and includes the Building and all other improvements on it from time to time unless the context or an express provision of this Lease requires otherwise.

**Landlord's Consent** and similar phrases mean the prior written consent of the Landlord.

**Landlord's Fixtures** includes the following which are owned or supplied by the Landlord:

* + - * 1. all plant and equipment, mechanical or otherwise, Appurtenances, fittings, fixtures, furniture, furnishings of any kind, including window coverings, blinds and light fittings from time to time on or comprising part of the Premises or which may exclusively service the Premises or any part of them; and
        2. all stop cocks, fire hoses, hydrants, other fire prevention aids and all fire fighting systems from time to time located on or comprising part of the Premises or which may service the Premises.

**Law** includes any requirement of any statute, rule, regulation, proclamation, ordinance or By-Law, present or future, and whether state, federal or otherwise.

**Lease Year** means each consecutive 12 month period with the first such year commencing on the Commencing Date.

**Lettable Area** means, in respect of the Premises, the Building or any part of them, the lettable area of the relevant area measured in accordance with the method of measurement then adopted by the Property Council of Australia for buildings or premises which are similar to the Premises .

**Liquidation** includes liquidation, provisional liquidation, voluntary administration, receivership, compromise, arrangement, amalgamation, administration, reconstruction, winding up, dissolution, assignment for the benefit of creditors, arrangement or compromise with creditors, bankruptcy or death.

**Lot** means the lot in the Strata Plan forming all or part of the Premises, as disclosed in Item 4.

**Management Statement** means the management statement of the Community Scheme together with any other management statement (if any) registered for the Strata Scheme.

**Obligations** means all obligations and liabilities of whatever kind undertaken or incurred by, or devolving on, the Landlord under or in respect of this Lease.

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**WH&S Act** means the Laws about occupational health and safety that apply to the Premises and the use of them including the *Work Health and Safety Act 2011*.

**Outside Hours** means the hours stated in Item 14, and all such times and any part of the hours in Item 14.

**Owners Corporation** means the Owners Corporation as defined in the *Strata Schemes Management Act 2015* (NSW) for the Strata Plan.

**Payment** means:

* + - * 1. the amount of any monetary consideration (other than a GST Amount payable under clause 6.2(b)), and
        2. the GST Exclusive Market Value of any non-monetary consideration,

paid or provided by the Tenant for this Lease or by the Landlord or the Tenant for any other Supply made under or in connection with this Lease and includes:

* + - * 1. any Rent or contribution to Outgoings; and
        2. any amount payable by way of indemnity, reimbursement, compensation or damages.

**Permitted Signage** means signage approved by the Landlord under clause 8.1.

**Premises** means the premises described on the front page of this Lease and specified in Item 4, located on the Land and includes all of the Landlord's Fixtures in the Premises, boundaries of which are:

* + - * 1. the internal finished surface of all walls but the centre line of inter-tenancy walls;
        2. the lower surface of the ceiling (above any false or suspended ceiling);
        3. the upper surface of the floor (under any floor coverings); and
        4. any other boundaries or areas under the definition of a Lot under the *Strata Schemes Management Act 2015* (NSW),

and if there is any inconsistency between paragraph (d) and paragraphs (a) to (c), then paragraph (d) will prevail.

**Proposed Work** means any work, alteration, addition or installation in or to the Premises and/or to the existing Tenant's Fittings by or on behalf of the Tenant and/or by the Tenant's Employees, including the Tenant’s Works.

**Rates** means all rates, taxes, charges and outgoings payable to an Authority for the Building, the Land or the Lot or their use or occupation including:

* + - * 1. for any Services of the type from time to time provided by an Authority for the locality in which the Lot is situated;
        2. for waste and general garbage removal from the Building, the Land or the Lot (including any excess); and
        3. for the provision, reticulation or discharge of water, sewerage and drainage (including water and sewerage usage charges and meter rents).

**Redecorate** includes:

* + - * 1. the washing down of the whole of the interior of the Premises and the Tenant's Fittings, including all partitions or additions made to the Premises;
        2. the treatment as previously treated of all internal surfaces of the Premises by painting, staining, polishing or otherwise to a specification previously approved in writing by the Landlord; and
        3. the replacing of all floor coverings, window coverings or blinds which in the reasonable opinion of the Landlord are worn or damaged, otherwise than by fair wear and tear, and are in need of replacement.

**Redecoration Dates** means the dates specified in Item 12.

**Reference Schedule** means the reference schedule forming part of this Lease.

**Rent** means the rent in Item 9.

**Requirement** includes any requirement, notice, order, direction, recommendation, consent, stipulation or similar notification received from or given by any Authority or under any Law, whether in writing or otherwise, and regardless of to whom it is addressed or directed.

**Rules** means the rules contained in schedule 1 to this Lease as from time to time are varied or amended according to clause 7.15.

**Schemes Legislation** means:

* + - * 1. *Community Land Development Act 1989* (NSW);
        2. *Community Land Management Act 1989* (NSW);
        3. *Strata Schemes Development Act 2015* (NSW); and
        4. *Strata Schemes Management Act 2015* (NSW);

**Services** means all services or systems of any nature from time to time provided or available for use to the Premises, and/or the Land and/or the Building, and includes those of the following which are part of the Lot, namely:

* + - * 1. any electronic medium, energy source, lighting, gas, fuel, power, water, sewerage, drainage, loading docks, plant rooms, storage areas, fire services, sprinkler systems or devices, lifts, escalators and Air Conditioning;
        2. fittings, fixtures, appliances, plant and equipment used for any of the services specified in paragraph (a); and
        3. any services or systems from time to time used for access to the Premises.

**Standard** means a standard issued by Standards Australia.

**Strata Plan** means the Strata Plan of which the Premises forms part.

**Strata Scheme** means the strata scheme comprised in the Strata Plan.

**Subdivision** means a subdivision of one or more of the titles to the Land and includes a strata subdivision.

**Tenant's Business** means, without limiting clause 7.2, the business carried on by the Tenant at the Premises with the Landlord's Consent, which is the permitted use described in Item 10.

**Tenant's Employees** includes the employees, agents, contractors, consultants, customers, workmen, invitees, clients and visitors of the Tenant, its subtenants, licensees and concessionaires and others who may at any time be in or on the Premises or the Land, with or without invitation.

**Tenant's Fittings** includes all fixtures, fittings, plant, equipment, partitions or other articles and chattels of all kinds (other than stock in trade) which are not owned by the Landlord and at any time are on the Premises.

**Tenant's Works** means the works to be carried out by the Tenant to the Premises including any fit out, structural or capital works or the installation of any plant, equipment, partitions, fixtures, or fittings in the Premises, to fit out the Premises for the Tenant’s occupation and use.

**Term** means the term of this Lease as specified in Item 5.

**Terminating Date** means the date specified in Item 7.

**Valuer** means a fellow or an associate, of not less than 10 years standing, of the Australian Institute active in the market for valuing premises like the Premises and having at least 5 years immediate past experience in valuing premises like the Premises.

**Works Contribution** means a contribution to the cost of carrying out the Tenant's Works in the amount of $100,000 plus GST.

**Year** means calendar year.

* 1. Interpretation
     + - 1. Headings are for convenience only and do not affect interpretation.
         2. The following rules of interpretation apply unless the context requires otherwise:

the singular includes the plural and conversely;

a gender includes all genders;

where a word or phrase is defined, its other grammatical forms have a corresponding meaning;

a reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them;

a reference to a clause, sub-clause, paragraph, subparagraph or Schedule is a reference to a clause, sub-clause, paragraph, sub paragraph of or schedule to this Lease;

a reference to any party to this Lease or any other agreement or document includes the party's successors and substitutes or assigns;

a reference to a right or obligation of any two or more Tenants or Guarantors confers that right, or imposes that obligation, as the case may be, jointly and severally;

if there are two or more Guarantors, a reference to the Guarantor means each Guarantor or, where the context requires, any Guarantor or either Guarantor (as appropriate);

a reference to an agreement or document is to the agreement or document as amended, novated, supplemented, varied or replaced from time to time, except to the extent prohibited by this Lease;

a reference to legislation or to a provision of legislation includes a modification, re-enactment of or substitution for it and a regulation or statutory instrument issued under it;

a reference to dollars or $ is to Australian currency;

each Schedule of, annexure and attachment to and/or exhibit for this Lease forms part of it;

a reference to conduct includes any omission, statement or undertaking, whether or not in writing;

a reference to writing includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form;

Substantial means not merely nominal;

unless stated otherwise, one word or provision does not limit the effect of another;

a reference to includes or including means includes, without limitation, or including, without limitation, respectively;

a reference to the whole includes part;

all obligations are taken to be required to be performed duly and punctually;

words importing do include do, permit or omit, or cause to be done or omitted;

where a reference is made to any person, body or Authority, that reference, if the person, body or Authority has ceased to exist, will be to the person, body or Authority as then serves substantially the same objects as that person, body or Authority;

any reference to the President of that person, body or Authority, in the absence of a President, will be read as a reference to the senior officer for the time being of the person, body or Authority or any other person fulfilling the duties of President;

where anything is permitted in an emergency the opinion of the Landlord about the existence or non-existence of that state of affairs is conclusive;

where the day or last day for doing anything or on which an entitlement is due to arise is not a Business Day, that day or last day will be the immediately following Business Day;

Month means calendar month;

a provision of this Lease must not be construed against a party only because that party was responsible for preparation of this Lease;

subject to clause (xxvii)(B), every obligation under this Lease:

regardless of the form or context of the wording, is a covenant by the party undertaking that obligation; and

continues throughout the Term and any holding over period and after that for so long as the obligation remains to be observed or performed;

every obligation of the Landlord under this Lease binds that person only during the period(s) that person is entitled to receive the rents and income of the Premises;

subject to clause (xxvii)(C), the covenants on the part of the Landlord bind the person from time to time immediately entitled to the Premises at the end of this Lease;

every covenant by the Tenant includes a covenant by the Tenant to ensure compliance with the covenant by each of the Tenant's Employees; and

to the extent of any inconsistency between the Agreement for Lease and this Lease, the provisions of this Lease shall prevail unless the contrary intention is expressed.

1. Exclusion of statutory provisions
   1. Laws excluded

To the extent permitted by Law the covenants, powers and provisions (if any) implied in leases by virtue of any Law are expressly negatived.

1. Term
   1. Term of Lease

Subject to this Lease the Landlord leases to the Tenant and the Tenant takes the Premises for the Term.

1. Rent
   1. Payment of Rent

The Tenant must pay Rent to the Landlord:

* + - * 1. without demand;
        2. without any deduction, counterclaim or right of set off at all; and
        3. by annual instalments (and proportionately for any part of a month) in advance on the first day of each month.

The parties acknowledge and agree that the Rent payable by the Tenant in accordance with this Lease is a gross Rent (that is, rent inclusive of Outgoings) as identified in Item 9.

1. Services and Cleaning Charge
   1. Cost of Services
      * + 1. The Tenant must pay promptly all Costs for all Services (including for all sources of energy, electricity, gas, oil, water and telephone) separately supplied, metered, consumed or connected (as appropriate) to, in or on the Premises.
          2. The Tenant must obtain direct accounts with the suppliers of the Services and pay all fees as and when due. However, if the supplier of the Services will only supply to the Landlord, if the Landlord is able and willing it will on-sell these Services to the Tenant, at the Tenant's request. The price to be charged for the supply of the Services will be the appropriate fee calculated as if the Tenant had been a direct customer of the supplier of the Service. Any money payable under this clause from the Tenant to the Landlord are payable within 21 days of the Tenant being billed by the Landlord and if the Tenant fails to pay for any Service by the due date for payment the Landlord reserves the right to cease supplying that Service.
   2. Cleaning contractor
      * + 1. The Tenant must appoint, at its own cost, its own professional cleaning contractor to clean and remove rubbish from the Premises, (***Tenant Cleaning Contractor***). For the avoidance of doubt.
          2. The Tenant must procure that, prior to the Tenant Cleaning Contractor commencing cleaning of the Premises, the Tenant Cleaning Contractor:

effects all usual insurances including workers compensation and public liability insurance reasonably required by the Landlord; and

provides the Landlord with certificates of currency in respect of such insurances, on request by the Landlord.

* + - * 1. The Tenant acknowledges and agrees that any Tenant Cleaning Contractor engaged by the Tenant under this clause 5.2 is at the risk of the Tenant and the Landlord will not be liable for any loss or damage to the property, business or effects of the Tenant by the Tenant's Cleaning Contractor.
        2. The Tenant must ensure:

that the Tenant Cleaning Contractor cleans the Premises in a proper and diligent manner; and

that the Tenant Cleaning Contractor stores its equipment and cleaning products within the Premises and removes the Tenant’s rubbish from the Building.

1. GST
   1. Definitions

Capitalised expressions which are not defined in clause 1.1 but which have a defined meaning in the GST Law (irrespective of whether they are capitalised in the GST Law) have the meaning given to them under the GST Law.

* 1. Payment of GST

The parties agree that:

* + - * 1. all Payments have been set or determined without regard to the impact of GST;
        2. if the whole or any part of a Payment is the consideration for a Taxable Supply for which the payee is liable to GST, the GST Amount for the Payment must be paid to the payee as an additional amount, either concurrently with the Payment or as otherwise agreed in writing; and
        3. the payee will provide to the payer a Tax Invoice.
  1. Input Tax Credit

Despite any other provision of this Lease, if a Payment due under this Lease (including any contribution to Outgoings) is a reimbursement or indemnification by one party of an expense, loss or liability incurred or to be incurred by the other party, the Payment shall exclude any part of the amount to be reimbursed or indemnified for which the other party can claim an Input Tax Credit.

1. Use of Premises and Building
   1. Permitted use

The Tenant must not use the Premises for any purpose other than for the Tenant's Business without the Landlord's Consent.

* 1. No warranty for use

The Landlord gives no warranty (either present or future) about the suitability of the Premises or the use to which the Premises may be put. The Tenant:

* + - * 1. accepts this Lease with full knowledge of and subject to any prohibitions or restrictions on the use of the Premises from time to time under any Law or Requirement;
        2. must obtain, maintain and comply with at its Cost any consent or approval from any Authority necessary or appropriate for the Tenant's Business under any Requirement or Law; and
        3. must not by any act or omission cause or permit any consent or approval referred to in clause 7.2(b) to lapse or be revoked.
  1. Compliance with Laws and Requirements
     + - 1. The Tenant must comply with and observe at its Cost all Laws and Requirements:

in relation to the Premises or any of the Tenant's Fittings installed in them; and

in relation to or arising because of the use or occupation of the Premises from time to time, including those which arise because of the gender or number of persons in the Premises,

whether or not those Laws or Requirements are addressed to or are required to be complied with by either or both of the Landlord and the Tenant or by any other person.

* + - * 1. Where any Law or Requirement is notified to or served on the Tenant, the Tenant must give a complete copy of it immediately to the Landlord.
        2. The Landlord may:

(without prejudice to any of the Landlord's other rights) elect at the Tenant's Cost to comply with any Law or Requirement (referred to in this clause 7.3) either in part or whole, including where the Tenant fails to comply within the appropriate time with any of its obligations; and

where the Landlord does exercise any rights referred to in clause 7.3(a)(i), elect to have the balance of any Law or Requirement complied with by the Tenant.

* + - * 1. The Tenant is not required under clauses 7.4 to 7.11 to effect structural alterations or additions except those caused by, contributed to or arising from:

the nature of the Tenant's Business;

the number or gender of the Tenant and Tenant's Employees; and/or

any deliberate or negligent act or omission on the part of the Tenant or of the Tenant's Employees.

* + - * 1. The Tenant must on demand pay to the Landlord all Costs incurred in good faith by or on behalf of the Landlord in complying with any Law or Requirement referred to in this clause 7.3 as if that money were Rent in arrears.
        2. The Tenant must not breach the WH&S Act and must not do or allow to be done, or omit or allow to be omitted anything which may result in the Landlord being in breach of the WH&S Act in relation to the Premises.
        3. The Tenant must comply with:

the Management Statement;

the By-Laws including Exclusive Use By-Laws; and

so many of the provisions of the Scheme Legislation as may be applicable to the exercise of the Tenant's right and obligations under this Lease.

* 1. Overloading
     + - 1. The Tenant must not place or store any heavy articles or materials on any floor of the Premises except where the articles or materials are:

reasonably necessary and proper for the conduct of the Tenant's Business; and

of a nature and size as will not, in the Landlord's opinion, cause or be likely to cause any structural or other damage to the floors or walls or any other part of the Premises.

* + - * 1. The Landlord is entitled to prescribe the maximum weight for and proper location of those heavy articles or materials on the Premises. Any damage done to the Premises or any part of it during the time they are on the Premises or when they are taken or removed from it must be made good and/or paid for on demand by the Tenant (as appropriate).
        2. The Tenant must not install any equipment or system on the Premises that overloads or may overload the electrical or other Services to the Premises.
        3. If the Landlord at the request of the Tenant upgrades the Services to accommodate any equipment or system which the Tenant wishes to install, the Tenant must pay to the Landlord:

on demand the entire Cost to the Landlord of those alterations (including consultants' fees); and

if required by the Landlord, the estimated Cost of those alterations before they are commenced.

* + - * 1. The Landlord gives no warranty about the suitability of any such alteration.
  1. Other activities by Tenant

The Tenant must:

* + - * 1. in respect of Appurtenances on the Premises:

not use any of them for any purpose other than those for which they were designed;

not place in any of them any substance which they were not designed to receive; and

pay to the Landlord all reasonable Costs of making good any damage to any of them arising from any misuse, or otherwise caused, by the Tenant or the Tenant's Employees;

* + - * 1. where any Air Conditioning or fire alarm system of the Landlord is installed on or services the Premises, not interfere with that system nor obstruct or hinder access to it;
        2. not affix any television or radio mast, antennae or satellite dish to any part of the Premises without the Landlord's Consent;
        3. not use or operate any musical or other instrument or other sound or picture producing equipment on the Premises if that instrument or equipment is audible or visible from outside the Premises;
        4. ensure that any window covering, blind, screen or awning hung, erected or installed in or near the Premises is of non flammable materials and must comply with all relevant prescribed or recommended Standards and the requirements of all other Authorities;
        5. if any part or parts of the Premises are damaged, defaced or marked by the Tenant or the Tenant's Employees, immediately repair such damage;
        6. keep the Premises clean and not permit any accumulation of useless property or rubbish in them;
        7. not burn any rubbish or waste at any time on the Premises;
        8. not throw anything out of the windows or doors of the Premises or down the lift shafts, passages or skylights or into the light areas of the Premises, or deposit waste paper or rubbish anywhere except in proper receptacles;
        9. if any infectious illness occurs on the Premises:

immediately notify the Landlord and all proper Authorities; and

where that illness is confined to the Premises, at its Cost thoroughly fumigate and disinfect the Premises to the satisfaction of the Landlord and all relevant Authorities;

* + - * 1. not permit tobacco smoking within the Premises or any part of the Building or Land other than in any area (if any) designated by the Landlord from time to time;
        2. not keep any animals or birds in the Premises, excluding companion animals or as permitted by law;
        3. at its Cost keep the Premises free and clear of pests, insects and vermin;
        4. not do or carry on in the Premises any harmful or offensive trade, business or occupation or anything which causes or may cause annoyance, nuisance, damage or disturbance to the occupiers or owners of any nearby premises or to the Landlord;
        5. not hold any auction, bankrupt or fire sale on the Premises;
        6. not prepare or cook food except in areas which may be provided and which are approved by the Landlord for that purpose;
        7. observe the reasonable requirements of the Landlord in relation to the Services and comply with the Management Statement and the By-Laws in relation to the Services;
        8. not operate any machinery, office equipment, computer or other appliance that will interfere or impair the efficient operation of the Services or cause them to exceed their designed operating limits;
        9. not manipulate or interfere with or try to control any part of the Services except by means of the controls and equipment provided;
        10. not use any method of heating, cooling or lighting the Premises:

other than appliances or equipment powered by electricity supplied through the meters;

which is in contravention of any policy of insurance for the Premises or the Building; and

which may interfere with the efficient operation of the Services;

* + - * 1. not obstruct or use for any purpose other than access and egress those parts of the Common Areas normally used for entrance to or exit from the Premises;
        2. comply with all By-Laws applicable to the Strata Plan from time to time and for this purpose any reference in the By-Laws to an owner or occupier will be a reference to the Tenant; and
        3. keep any part of the Lot not forming part of the Premises that is used by the Tenant or the Tenant's Employees including for access to and from the Premises clean and free from rubbish or debris as reasonably required by the Landlord.
  1. For sale/to let
     + - 1. The Landlord may:

place advertisements and signs on any part of the Premises, Building or Land as it reasonably considers appropriate where the Premises or Building are either for sale or available for lease; and

show interested persons through the Premises.

* + - * 1. The Landlord in exercising its rights under this clause 7.6 must use reasonable endeavours to minimise any inconvenience to the Tenant or the Tenant's Business.
        2. The Tenant acknowledges and agrees that the Landlord may provide details of this Lease in advertising, marketing and selling the Premises or any parts of the Building or Land, including details of the Tenant.
  1. Emergency evacuation procedures and drills
     + - 1. The Tenant must:

comply with all requirements of the Landlord for the Tenant and the Tenant's Employees to participate in emergency evacuation procedures and emergency evacuation drills from the Building;

not make or permit any of the Tenant's Employees to make any Claim against the Landlord, arising from participation in any of those procedures or drills; and

indemnify the Landlord for any Claim made by any of the Tenant's Employees arising from participation in any emergency evacuation procedure or drill.

* + - * 1. The Landlord must use reasonable endeavours to minimise any disturbance caused to the Tenant in its occupation and use of the Premises in relation to any of those procedures or drills.
  1. Securing of Premises

The Tenant:

* + - * 1. must ensure that all exterior doors and windows in the Premises are securely locked and fastened at all times when the Premises are not occupied; and
        2. authorises the Landlord or any agent or employee of the Landlord to enter the Premises whenever necessary for the purpose of locking any door or window left unlocked or unfastened or for other similar purposes.
  1. Keys and access cards

The Tenant:

* + - * 1. subject to being provided with 5 Keys without charge, must pay on demand the Costs arising from the issue to the Tenant of any Keys;
        2. must only provide Keys to employees of the Tenant and must keep current a list of the recipients of Keys and their status from time to time;
        3. must immediately on request from the Landlord provide the Landlord with an up-to-date copy of the list referred to in clause 7.9(b);
        4. must pay immediately on demand by the Landlord all Costs however arising where any Key is lost, stolen, destroyed or mutilated, including any Cost to or Claim against the Landlord arising from anything done with any stolen or lost Key;
        5. agrees that all Keys held by the Tenant during its occupancy, whether provided by the Landlord or made or obtained by the Tenant for its own use, must be surrendered to the Landlord on the Date of Termination; and
        6. must not copy the Keys without the Landlord’s prior consent.
  1. Access to Building
     + - 1. Subject to clauses 7.10(b) and (c), the Tenant and the Tenant's Employees are entitled to access to the Land, Building and Premises during the Access Hours and the Outside Hours but subject at all times to the By-Laws and this lease.
         2. The Tenant must not allow any Tenant's Employees (other than the Tenant's employees or agents) to enter the Land and Building or occupy or use the Premises at any time during Outside Hours unless they are under the direct and immediate control and supervision of the Tenant or of an employee or agent of the Tenant., other than the Tenant Cleaning Contractor.
         3. When using the Premises during the Outside Hours the Tenant and Tenant's Employees must:

at all times comply with all reasonable directions or precautions which may be made or taken from time to time by the Landlord or building supervisor or managing agent of the Landlord and communicated to the Tenant or the employees or agents of the Tenant in relation to the security of the Building;

ensure that the exterior doors of the Building are locked immediately after use; and

immediately notify the Landlord or building supervisor or managing agent of the Landlord if the doors or their locks or any security device is found to be malfunctioning.

* 1. Closure of Building

The Landlord reserves the right to close the Building or any part of the Building during the Outside Hours or at any time in the event of emergency or if the Landlord otherwise reasonably deems such action necessary for the safety of any person or property within or on the Building.

* 1. After hours services and access

If the Landlord, or the Owner's Corporation, at the request of the Tenant provides:

* + - * 1. access to any part of the Building or Premises during the Outside Hours; or
        2. any Services to the Building or Premises during the Outside Hours,

then all costs and expenses of so doing including labour, energy must be borne by the Tenant and be paid to the Landlord immediately on demand. If the Landlord or Owner's Corporation has agreed to provide such access or Services and the Landlord or Owner's Corporation for any reason whatever is unable to provide such access or Services the Tenant cannot make any Claim against the Landlord on that account. Any access or Services provided will be subject to this Lease, the By-Laws and any Rules.

* 1. Rights of the Landlord or Owners Corporation

The Landlord or Owners Corporation may:

* + - * 1. alter the Outside Hours;
        2. exclude or remove any person from the Building;
        3. restrict access to delivery and pick-up areas, if the Landlord takes reasonable steps (except in emergencies) to minimise interference with the Tenant's Business;
        4. permits functions, displays, parades, marketing and other activities in the Building provided that those functions, displays, parades, marketing and other activities do not substantially impede access to the Premises;
        5. install and use a public address system throughout the Common Areas and Building;
        6. change the name or logo of the Building;
        7. put up advertising and directional signs in or on the Building;
        8. grant leases or licences to use any part of the Common Areas provided that those leases or licences do not substantially impede access to the Premises including such leases or licences on the exterior of the Premises or Building;
        9. grant leases or licences for the same use as the Tenant's Business or that compete directly or indirectly with the Tenant's Business; and
        10. in its absolute discretion determine the mix of tenants in the Building.
  1. Landlord's or Owners Corporation's rights to alter the Building
     + - 1. Subject to this Lease, the Landlord or the Owners Corporation may extend, alter or remove or refurbish the Building or any part of it and:

change the location of the Common Areas or any facilities including small furniture and plants;

;

carry out further construction as contemplated in clause 17.6.

* + - * 1. The Tenant acknowledges that it is not entitled to and will not make any Claim arising out of the matters stated in clause 7.14 including any works or operations associated with these matters, or dust, noise, the imposition of access restrictions or other inconvenience or disturbance to the Tenant or the Tenant's Business which might arise from any matters disclosed in clause 7.14.
  1. Rules and By-Laws
     + - 1. The Landlord may make additional Rules which are consistent with this Lease in connection with the operation, use (including customer safety), management and occupation of the Premises, Common Areas, and Building generally, and provided the additional or amended Rules do not denigrate from the rights of the Tenant under this Lease. If there is any inconsistency between the other provisions of this Lease and the Rules, as varied, the other provisions of this Lease prevail. If there is any inconsistency between the By-Laws and the Rules, as varied, the By-Laws prevail.
         2. The Owners Corporation may make By-Laws in connection with the operation, use (including customer safety), management and occupation of the Building, and as permitted under the *Strata Schemes Management Act 2015 (NSW)*, and its regulations. The Tenant acknowledges the By-Laws current at the Commencing Date.
         3. Prior to Commencing Date the Landlord must provide to the Tenant the By-Laws and any Management Statement.
  2. Common Areas
     + - 1. The Tenant and the Tenant's Employees, together with any other person authorised by the Landlord, may use the Common Areas for the purposes for which the Common Areas were designed or intended to be used, subject to the limitations and restrictions contained in this Lease, the By-Laws, Rules and any guidelines of the Owner's Corporation.
         2. The Tenant acknowledges that the Landlord does not have control of the Common Areas and such control is governed by the By-Laws, Owner's Corporation and the Schemes Legislation.
         3. Despite anything else in this Lease, if any rights provided under this Lease to the Tenant are inconsistent with the By-Laws or guidelines as determined by the Owner's Corporation from time to time then the Landlord will not be required to provide such rights to the extent they are inconsistent with the By-Laws or guidelines determined by the Owner's Corporation.
         4. The Tenant acknowledges that:

the Landlord is not responsible for the cleaning of the Common Areas;

the Owners Corporation is responsible for the cleaning of the Common Areas; and

the Tenant is not entitled to and will not make any Claim against the Landlord for any Common Areas not being clean.

1. Signage
   1. Landlord's consent required
      * + 1. The Tenant must not display any sign on any external surface of the Premises or Building, except with the Landlord's Consent which the Landlord may grant or withhold at its discretion or grant subject to conditions, and subject to any By-Laws and consent of the Owners Corporation.
          2. If the Building incorporates a directory for the occupiers and tenants, the Landlord at the request of the Tenant and, subject to the By-Laws , may at its discretion provide the Tenant with identification on the directory, and the Tenant must pay to the Landlord on demand the cost of providing the identification, and removing it at the Date of Termination.
   2. Permitted Signage

If the Landlord's consent is provided under clause 8.1 whichever is applicable, the Tenant is permitted, at the Tenant's Cost, to install and maintain the Permitted Signage provided that:

* + - * 1. the Permitted Signage is:

of a colour, size, style, content and location approved by the Landlord;

installed in accordance with plans and specifications approved by the Landlord;

installed and maintained in a good and workmanlike manner; and

installed and maintained in accordance with Law, all prescribed or applicable Standards and with the requirements of all relevant Authorities; and

* + - * 1. the Tenant obtains and maintains the consent of all Authorities from time to time required in connection with the installation and operation of the Permitted Signage and complies with all such consents.
  1. Make good obligations in connection with Permitted Signage

The Tenant must make good any damage to the Premises caused by the Permitted Signage or by any act or omission of the Tenant (or the Tenant's Employees) in connection with the installation, maintenance testing or removal of the Permitted Signage.

* 1. Maintenance of Permitted Signage

The Tenant must maintain the Permitted Signage in a good state of repair and in working order.

* 1. Removal

Signage and all other lettering, signs and other distinctive marks and must make good any damage caused by that removal however to the extent the signage is contained within mounted light boxes, then the Tenant must remove its logo, lettering or other distinctive marks, but leave the mounted light boxes in a good and working condition.

* 1. Landlord's and Owners Corporation signage

The Tenant agrees that the Landlord's name and logo, and the Building's name and logo as determined by the Owners Corporation and Landlord may be displayed on a sign or monument in a position on the Land or Building as reasonably required by the Landlord from time to time.

* 1. Signage guidelines

Without limitation, all signage erected by or on behalf of the Tenant must be in accordance with the Landlord's signage guidelines from time to time.

1. Maintenance, repairs, alterations and additions
   1. Repairing obligations
      * + 1. The Tenant must, during the Term, keep the Premises and the Tenant's Fittings in good repair and condition having regard to their state of repair and condition at the Commencing Date (which are acknowledged as new) (or, if this Lease is one of a sequence of leases, to their state of repair and condition at the commencement of the first lease). That obligation excludes:

fair wear and tear; and

damage to the Premises caused by fire, storm or tempest or any other risk (other than where any insurance money is irrecoverable through the act, omission, neglect, default or misconduct of the Tenant or the Tenant's Employees).

* + - * 1. This clause 9.1 does not oblige the Tenant to carry out any structural maintenance, replacement or repair except where rendered necessary by any act, omission, neglect, default or misconduct of the Tenant or the Tenant's Employees or by its or their use or occupancy of the Premises or by the installation, use or removal of the Tenant's Fittings.
        2. The Tenant must, at its Cost:

immediately make good any damage to the Premises caused by any act or omission of the Tenant or of the Tenant's Employees or by its or their use or occupancy of the Premises or by the installation use or removal of the Tenant's Fittings;

immediately replace all glass broken by the Tenant or by any of the Tenant's Employees;

promptly replace all defective lighting within the Premises; and

repair or where appropriate replace any of the Landlord's Fixtures which are broken or damaged by the Tenant or by any of the Tenant's Employees except that, unless the Landlord notifies the Tenant to the contrary, those repairs or replacements must only be carried out by the Landlord but at the Tenant's Cost.

* 1. Landlord's right of inspection
     + - 1. Subject to clause 9.2(b), the Landlord may in the presence of a responsible officer of the Tenant (if available) at all reasonable times on giving to the Tenant 5 Business Days notice enter the Premises and view the state of repair and condition.
         2. In the case of an emergency the Landlord may enter the Premises without notice at any time.
  2. Enforcement of repairing obligations

The Landlord may:

* + - * 1. notify the Tenant of the Tenant's failure to Redecorate, repair, replace or clean the Premises which the Tenant is obliged to do under this Lease; and
        2. require the Tenant to Redecorate, repair, replace or clean within a reasonable time.
  1. Landlord may enter to repair

If:

* + - * 1. the Landlord wishes to:

carry out any repairs to the Premises it considers necessary or desirable; or

do anything which the Landlord is obliged to do under this Lease; or

* + - * 1. any Authority requires any repair or work to be undertaken on the Premises which the Landlord must or in its absolute discretion elects to do and for which the Tenant is not liable under this Lease,

then the Landlord, its architects, workmen and others authorised by the Landlord may at all reasonable times on giving to the Tenant reasonable notice (except in the case of an emergency when no notice is required) enter and carry out any of those works and repairs or do the things which the Landlord is obliged to do. In so doing the Landlord must use reasonable endeavours not to cause undue inconvenience to the Tenant or to the conduct of the Tenant's Business.

* 1. Tenant must maintain Air Conditioning
     + - 1. The parties acknowledge and agree that the Air Conditioning system servicing the Premises as at the Commencing Date will be serviced and maintained by the Tenant during the Term.
  2. Alterations to Premises
     + - 1. The Tenant must not carry out or permit any Proposed Work to be carried out without the Landlord's Consent, and such consent may include a requirement to obtain consent from the Owners Corporation.
         2. In seeking the Landlord's Consent the Tenant must submit to the Landlord plans and specifications of the Proposed Work.
         3. If the Landlord consents to any Proposed Work, the Landlord requires (unless it notifies otherwise), as a condition of the Landlord's Consent, that:

any Proposed Work, including obtaining an occupation certification if required, will be at the Cost of the Tenant

any Proposed Work be carried out in a fit and proper manner and without disturbance or disruption to other tenants, occupants or users of the Land and the Building;

any Proposed Work to be carried out in accordance with all Laws and Requirements, in accordance with the Management Statement and By-Laws, and in accordance with the plans and specifications required under clause 9.5(b);

;

the Tenant obtains, keeps current and complies with all necessary approvals and permits from all Authorities necessary to enable any Proposed Work to be carried out in accordance with the Law and any applicable Standards. On request by the Landlord the Tenant must give for inspection by the Landlord copies of all those approvals and permits;

on completion of the Proposed Work the Tenant immediately obtains and gives to the Landlord:

a copy of any certificates of compliance or satisfactory completion issued by the appropriate Authority or necessary to legally use or occupy the Proposed Work;

a certificate from the Tenant's architect or structural engineer certifying that the Proposed Works have been designed and installed in a structurally sound manner, if there are any Proposed Works reasonably requiring such certification as determined by the Landlord; and

two sets of final 'as built' drawings (reduced to A3 size) for the Proposed Works;

the Tenant on demand reimburses the Landlord for any reasonable Cost incurred by the Landlord because of the Proposed Work being carried out, including any resulting modification or variation to the Premises;

before the Date of Termination the Tenant restores the Premises and all Services to them to their configuration and condition immediately before the Proposed Work was carried out unless the Landlord confirms in writing that such restoration is not required; and

the Tenant takes out contract works insurance to fully cover the Proposed Work together with any other insurance reasonably required by the Landlord.

* + - * 1. The Tenant must at its own Cost comply with all conditions imposed by the Landlord as part of its consent to the Proposed Work, or which the Landlord may impose from time to time during the carrying out of the Proposed Work.
        2. The Landlord appoints the Tenant, and the Tenant accepts the appointment, as principal contractor for the purposes of the WH&S Act for any Proposed Work.
        3. The Tenant must stop carrying out the Proposed Work if requested by the Landlord if the Landlord believes on reasonable grounds that the Tenant is in breach of any provision of this Lease, including clause 9.5.
        4. The provisions of clause 9.6 do not apply to and the Tenant is not required to obtain the Landlord's consent for non-structural works in or to the Premises which do not require the consent of any Authority or the Owners Corporation.
  1. Alterations or additions to Landlord's Fixtures and Services

The Tenant must not, without the Landlord's Consent, install, interfere with or make any connections to the Landlord's Fixtures, Services or Appurtenances.

* 1. Notice to Landlord of damage, accident etc

The Tenant must immediately notify the Landlord of any:

* + - * 1. damage, accident or defect to or in the Premises; and
        2. circumstances likely to cause any damage or injury to occur within the Premises of which the Tenant has notice (actual or constructive).
  1. Tenant not to deface walls

The Tenant must not without the Landlord's prior written consent:

* + - * 1. drive any nails, screws or hooks into any part of the Building or any partitions installed in the Building (other than in the Premises); or
        2. use any explosive power driven method of fixing articles to ceilings, walls or floors.
  1. Tenant to Redecorate

The Tenant must Redecorate the Premises to the reasonable satisfaction of the Landlord during the 6 month period before each Redecoration Date and during the 6 month period before the Date of Termination.

1. Work Health and Safety
   1. Defined terms

In this clause unless the contrary intention appears:

* + - * 1. The following terms have the meanings given to them in the WHS Act:

Construction Project;

Construction Work;

High Risk Construction Work;

Person Conducting a Business or Undertaking;

Person With Management or Control of Fixtures, Fittings or Plant at a Workplace;

Person With Management or Control of Plant at a Workplace;

Person With Management or Control of a Workplace;

Principal Contractor; and

Workplace.

* + - * 1. ***WHS Act*** means the *Work Health and Safety Act 2011* (NSW) and includes any regulations and advisory standards made under it.
        2. ***Work*** means any work in relation to the Premises carried out by or on behalf of the Tenant (including by or on behalf of any sub-tenant or licensee), which:

is carried out at or about a Workplace; or

which requires the appointment of a Principal Contractor,

whether or not directed or approved by the Landlord, including by not limited to any Construction Work, High Risk Construction Work and Construction Projects.

***Third Party Work***  means contractors or others undertaking Work in or at the Premises.

* 1. Acknowledgment by the Tenant
     + - 1. The Tenant acknowledges that in respect of the Premises it is:

the Person With Management or Control of the Workplace;

the Person With Management or Control of Fixtures, Fittings or Plant at the Workplace;

the Person With Management or Control of Plant at the Workplace; and

the Person Conducting a Business or Undertaking; and

the Tenant has an obligation to ensure the safety of any persons at the Premises including persons engaged in the Third Party Work.

* 1. General safety obligations of the Tenant
     + - 1. The Tenant must ensure:

compliance with its obligations under the WHS Act, in particular with the obligations it has as a Person Conducting a Business or Undertaking, Person With Management and Control of the Workplace, Person With Management or Control of Fixtures, Fittings or Plant at the Workplace and Person With Management or Control of Plant at the Workplace;

that it and all persons employed or engaged by it or on its behalf including all Workers comply at all times with the requirements of the WHS Act and any directions, manuals, policies or rules formulated from time to time by the Landlord;

that it has systems in place to assess and eliminate risks and hazards at the Premises, which meet the standard required by the WHS Act;

that where risk and hazards cannot be eliminated, the risks and hazards are adequately controlled in a way which meets the standard required by the WHS Act;

that it provides appropriate training and supervision to all persons employed or engaged by it at the Premises, including all Workers; and

that only qualified persons are engaged to carry out any Third Party Work.

* + - * 1. To the fullest extent permitted by law the Tenant indemnifies the Landlord against liability or loss arising from, or cost incurred in connection with, any breach by the Tenant of its obligations under clause 10.3.
        2. \
  1. Notice of appointment

The Tenant will ensure that all documentation relevant to the appointment of a Principal Contractor under the WHS Act is lodged within the statutory limits.

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* 1. Obligation to comply not limited

The Tenant's compliance with the WHS Act in performing its obligations under this clause is in addition to, not in substitution for, the Tenant's obligation to comply with any other legislation or regulations.

* 1. Signage

The Tenant will ensure that when any Work is carried out, signs that are clearly visible from outside the Premises are placed on the Premises:

* + - * 1. identifying the Principal Contractor;
        2. stating the contact telephone numbers (including an after hours emergency number) of the Tenant; and
        3. showing the location of the site office for the Construction Project, if any.
  1. Assistance of Landlord

The Tenant must do all things necessary to assist the Landlord in discharging any obligations it may have under the WHS Act.

* 1. Compliance with directions

The Tenant must immediately comply with directions on safety issued by any relevant authority or by the Landlord.

* 1. Indemnity

The Tenant will, on and from the earlier of the date of this Lease, the Commencing Date or the date the Tenant is first given access to the Premises (as the case may be) to the extent permitted by law, indemnify the Landlord against all claims for any loss or damage which may arise as a result of any breach by the Tenant of this clause 10 or of the obligations applicable to the Principal Contractor under the WHS Act.

1. No Assignment and subletting
   1. No disposal of Tenant's interest

The Tenant must not assign, transfer, sublet, licence or otherwise deal with or part with possession of the Premises or this Lease, any part of them or any interest in them or try to do so, subject to the right to hire the Premises for use as a community facility and subject to the Tenant remaining in occupation of the Premises and compliance with this lease.

* 1. Corporate ownership

If the Tenant is a company, other than a company whose shares are listed on any Australian Securities Exchange, any change, or series of changes, in the shareholding of the Tenant or a holding company of it effectively altering the control of the Tenant as at the Commencing Date is deemed to be an assignment of this Lease. In that case the Tenant and the holding company must not:

* + - * 1. register, record or enter in their books any transfer of any share or shares in the capital of the Tenant or the holding company;
        2. deal with any beneficial interest in any such share or shares;
        3. issue any new share or shares; or
        4. take or try to take any action having the effect:

of effectively altering the control of the Tenant; or

that the shareholders of the Tenant at the date of this Lease together beneficially hold or control less than 51% of the voting rights of capital in the Tenant.

* 1. Mortgaging Tenant's interest in Premises

The Tenant must not mortgage or charge this Lease or the Tenant's interest in the Premises.

1. Insurance, indemnities and releases
   1. Insurances to be taken out by Tenant

The Tenant must:

* + - * 1. take out on or before the Commencing Date and keep current during the Term a public risk insurance policy. That policy must be for an amount in respect of any single event of not less than:

the amount specified in Item 11; or

any other amount which the Landlord may notify (acting reasonably) the Tenant from time to time; and

extend to cover the Premises and any areas licensed or used by the Tenant;

* + - * 1. insure all plate glass windows and doors forming part of or within the Premises for not less than their full replacement value;
        2. whenever reasonably required by the Landlord, give to the Landlord every policy of insurance to be effected by the Tenant under this clause 12 and a certificate of currency from the insurer; and
        3. pay all premiums and other money payable for any policy whenever they are due and payable.
  1. Effect on Landlord's insurances
     + - 1. The Tenant must not, without the Landlord's Consent, do anything to or on the Premises which will or may:

increase the rate of any insurance on the Premises or on any property in them;

prejudice any insurance policy; or

conflict with any Law, Standard or any Requirement or with any requirement of the Landlord's insurer(s) for fire or fire safety or prevention or with any insurance policy in respect of the Premises or any property in them.

* + - * 1. The Tenant must pay to the Landlord on demand all extra Costs of insurance on the Premises or other premises on the Land and on any property in them (if any are required) on account of the extra risk caused by the Tenant's use or occupation of the Premises.
  1. Inflammable substances

The Tenant must not:

* + - * 1. other than as is necessary and proper for the Tenant's Business, and then only in quantities which are reasonably appropriate and in accordance with applicable Standards, store inflammable or explosive substances on or in the Premises; or
        2. use any of those substances on the Premises for any purpose other than the Tenant's Business.
  1. Compliance with fire regulations

The Tenant must:

* + - * 1. at its Cost, comply with all Laws, Standards and Requirements in relation to sprinklers, fire alarms and fire prevention in respect of the Premises beyond the level of compliance required for vacant base buildings (which is the Landlord's responsibility). In particular, the Tenant must ensure compliance with all Laws, Standards and Requirements in relation to sprinklers, fire alarms and fire prevention for any Proposed Work, partitions, fitout, use, racking, plant and equipment;
        2. pay to the Landlord on demand the Cost of any alteration to any Services, sprinkler or fire prevention equipment and installations (including alarms) which may become necessary by reason of those regulations or any alterations required because of clause 12.4(a); and
        3. not restrict access to any emergency egress ways and must not place or store any items in emergency egress or service stairs and corridors.
  1. Exclusion of Landlord's liability
     + - 1. All property on the Premises is there at the sole risk of the Tenant.
         2. The Landlord, its servants and agents are not liable for any Claim that the Tenant or the Tenant's Employees or any person claiming by, through or under the Tenant may incur or make or which arises from:

any fault in the construction or state of repair of the Premises or any part of it or the Landlord's Fixtures;

any defect or malfunction in any Service or any Appurtenance or any other equipment or services installed in or supplied to the Building or the Premises;

the shut down or removal of any item of plant or equipment from the Building that forms part of the Services or any other equipment or services installed in or supplied to the Building or the Premises for the purposes of maintenance, repair or replacement; or

water, Air Conditioning or other sources of energy or fuel,

or from any other cause except to the extent caused by the negligence of the Landlord or its servants or agents.

* 1. Release

The Tenant releases the Landlord and its servants and agents from liability in respect of:

* + - * 1. any Claim relating to any property of the Tenant or any other person on the Premises, the Building, the Land or any part of them;
        2. any damage, loss, death or injury to any person or property on the Premises, Building or Land;
        3. anything the Landlord is permitted or required to do under this Lease;
        4. a Service not being available, being interrupted or not working properly;
        5. the Landlord's Fixtures not working properly;
        6. the Building or the Common Areas not being clean or secure;
        7. any fire, bomb threat or other emergency drill or the Tenant evacuating the Building because of any fire, bomb threat or other emergency;
        8. the operation of any statute, regulation or notice issued by an Authority with which the Tenant, under this Lease, must comply; and
        9. any strike, accident, riot, industrial action or civil disturbance,

except to the extent that the Claim, damage or injury is caused by the negligence of the Landlord or its servants or agents.

* 1. Indemnities
     + - 1. Even if:

a Claim results from something the Tenant may be authorised or obliged to do under this Lease; or

a waiver or other indulgence has been given to the Tenant in respect of an obligation of the Tenant under this clause 12.7,

the Tenant indemnifies the Landlord in respect of all Claims for which the Landlord will or may be or become liable, whether during or after the Term, including any deductible payable by the Landlord according to a Claim under any insurance policy, in respect of or arising from:

any loss, damage or injury to property or person or death to a person caused or contributed to by:

any wilful or negligent act or omission;

any default under this Lease; and/or

the use of the Premises, the Building or the Land,

by or on the part of the Tenant or the Tenant's Employees except to the extent caused by the negligence of the Landlord or its servants or agents;

the negligent or careless use or neglect of the Services and facilities of the Premises or the Appurtenances by the Tenant or the Tenant's Employees or any other person claiming through or under the Tenant;

any overflow or leakage (including rain water or from any Service, Appurtenance or the Landlord's Fixtures) originating from within the Premises;

the failure of the Tenant to notify the Landlord of any defect in any Service in or to the Building or Land of which the Tenant is aware;

any loss, damage or injury relating to plate and other glass caused or contributed to by any act or omission on the part of the Tenant or the Tenant's Employees;

the failure of the Tenant to comply with:

the Management Statement;

the By-Laws;

any obligations as to conduct imposed on the Tenant by this Lease or by reason of the Schemes Legislation,

loss or liability to the extent that the Landlord's insurance are ineffective or inadequate because of any act, neglect or default of the Tenant;

the Landlord doing anything which the Tenant must do under this Lease but has not done properly; and

any breach by the Tenant of this Lease.

* + - * 1. Each indemnity is independent of the Tenant's other obligations and continues during this Lease and after it expires or is terminated. The Landlord may enforce an indemnity before incurring any expense.

1. Damage and destruction
   1. Damage to or destruction of Premises
      * + 1. If the Premises or any part of them are damaged or destroyed so that the Premises are wholly or substantially unfit for the occupation and use of the Tenant or (having regard to the nature and location of the Premises and the normal means of access) are wholly or substantially inaccessible then until the Premises have been restored or made fit for the occupation and use of the Tenant or are accessible (as appropriate) the Rent or a proportionate part of the Rent according to the nature and extent of the damage or destruction sustained, abates.
          2. The parties acknowledge that the Owner’s Corporation, and not the Landlord, will decide whether to restore or make the Premises fit for the Tenant’s use and occupation. The Landlord must keep the Tenant informed of decisions made by the Owner’s Corporation regarding the damage or destruction and that are communicated to the Landlord.
          3. Unless the Landlord notifies the Tenant within 4 months after that destruction or damage occurs that the Owner’s Corporation intends to reinstate the Premises or make the Premises fit for occupation and use or accessible (as appropriate), this Lease may be determined by not less than 1 month's notice by either party.
          4. If the Landlord notifies the Tenant of the Owner’s Corporation’s intention to make good the destruction or damage under clause 13.1(c) and after that the Owner’s Corporation does not do so within a reasonable time (having regard to the nature and extent of the damage or destruction and the time expected to commence and to carry out the necessary works) after allowing for all approvals from Authorities, then either party may determine this Lease by giving not less than 1 month's notice to the other. At the end of that notice this Lease will be at an end.
          5. The provisions of clauses 13.1(a), (c) and (d) do not apply where:

the damage or destruction has been caused or contributed to, or arises from, any act or omission of the Tenant or the Tenant's Employees; or

any insurance policy or policies of the Landlord or the Owner’s Corporation have been avoided, or payment of the policy money refused or reduced, because of any act or omission of the Tenant or the Tenant’s Employees.

* + - * 1. If, in the Owner’s Corporation opinion, formed at any time in its absolute discretion, the damage to or destruction of the Premises is such that it is impractical or undesirable to reinstate the Premises or make them fit for the occupation and use of, or render them accessible to, the Tenant, the Landlord may determine this Lease by giving not less than 1 month's written notice to the Tenant. At the end of that notice this Lease will be at an end.
  1. Liability

Neither the Landlord or the Tenant is liable to the other because of the determination of this Lease under clause 13.1. That determination will be without prejudice to the rights of either party in respect of any preceding breach or non observance of this Lease.

* 1. Dispute
     + - 1. Any dispute arising under clause 13.1 is to be determined by an appropriate independent person who is:

agreed between the Landlord and the Tenant and appointed jointly by them; or

if they cannot agree, a member of a relevant professional body nominated (at the request of either the Landlord or the Tenant) by the Property Council of Australia Limited (from the division located in the same state as the Premises).

* + - * 1. The appointed person:

must have substantial experience in relation to premises of a similar type within the area in which the Premises are located or other comparable area; and

in making his determination must be instructed to act as an expert and not as an arbitrator.

* + - * 1. The determination is final and binding on the parties.
        2. The Cost of the determination is to be borne by either or both of the parties (and if by both of the parties in the proportion between them) as the person making the determination decides.
  1. No obligation to reinstate

Nothing in this Lease obliges the Owner’s Corporation to reinstate the Premises or the means of access to them.

1. Quiet enjoyment and Obligations
   1. Quiet enjoyment

If the Tenant pays the Rent and other money payable under this Lease and observes and performs when required its obligations under this Lease, the Tenant may occupy and enjoy the Premises subject to the terms of this Lease during the Term without any interruption by the Landlord or by any person rightfully claiming through, under or in trust for the Landlord.

* 1. Services
     + - 1. To the extent that the Landlord is obliged to provide the Services and subject to the Tenant's other obligations, the Landlord must use reasonable endeavours to keep the Services provided to the Building and Premises available in accordance with Item 15 and clause 7, but is not liable to the Tenant for any breach of this obligation due to:

the Requirement of any Authority; or

any accident or other unforeseen event.

* + - * 1. Subject the Landlord complying with the clause, if any of the Services fail to function properly for any reason:

the Tenant must not terminate this Lease;

the Tenant must not make any Claim against the Landlord; and

the Tenant does not have any right of abatement of Rent or of any other amount payable under this Lease due to the failure.

1. Default and determination
   1. Default

Each of the following is an event of default (whether or not it is in the control of the Tenant):

* + - * 1. the Rent or any part of it is in arrears and unpaid for 7 days after it is due (whether demanded or not);
        2. any money (other than Rent) payable by the Tenant to the Landlord is not paid within 20 Business Days of the due date for payment;
        3. the Tenant fails or refuses to carry out any repairs properly required by any notice within the time specified in that notice;
        4. the Tenant fails to perform or observe any of its other obligations under this Lease and has not rectified that breach within a reasonable time after receipt of written notice from the Landlord; and
        5. the Liquidation of the Tenant.
  1. Essential terms

The obligations of the Tenant to:

* + - * 1. pay Rent or any other money payable under this Lease to the Landlord;
        2. use the Premises only for the Tenant's Business;
        3. maintain the Premises and the Tenant's Fittings under clause 9.1;
        4. obtain the Landlord's Consent to any Proposed Work under clause 9.6(a) to 9.6(f);
        5. comply with the prohibition on disposal of interests in clause 11.1;
        6. obtain and keep current during the Term insurances as required under clause 12;
        7. not breach WHS Act as required under clause 10,

are essential terms of this Lease.

* 1. Landlord may rectify

The Landlord may, but is not obliged to, at any time remedy any default by the Tenant under this Lease and do anything arising from the default that the Landlord considers necessary, provided that the Landlord has first given the Tenant a written notice specifying the default and a reasonable time having regard to the nature of the default within which to remedy the default (and that default has not been remedied) and whenever the Landlord elects to do so all reasonable Costs incurred by the Landlord will be a liquidated debt and must be paid by the Tenant to the Landlord on demand.

* 1. Waiver
     + - 1. No:

failure to exercise and no delay in exercising any right, power or remedy under this Lease; or

custom or practice existing between the parties in relation to this Lease,

operates as a waiver. No single or partial exercise of any right, power or remedy will preclude any other or further exercise of that or any other right, power or remedy.

* + - * 1. No waiver by the Landlord of one breach of a covenant under this Lease is a waiver of another breach of that same covenant or of any other.
        2. The demand by the Landlord for, or acceptance by the Landlord of, Rent or any other money payable under this Lease after default by the Tenant is not a waiver of any earlier breach by the Tenant. The subsequent acceptance by the Landlord of Rent or other money (as appropriate) is a waiver by the Landlord only in relation to the Tenant's failure to make that particular payment when due.
        3. Any waiver by the Landlord must be in writing.
  1. Offer of money after determination

Any money offered by the Tenant after the determination of this Lease under clause 15.3(a) or 15.3(b) and accepted by the Landlord may be and (in the absence of an express election of the Landlord) will be applied on account of:

* + - * 1. first: any Rent and other money accrued and due under this Lease but unpaid at the date of determination of this Lease; and
        2. second: the Landlord's Costs in relation to the determination.
  1. Interest on overdue money
     + - 1. The Tenant must pay to the Landlord interest at the Default Rate on any Rent or other money due under this Lease (including money or Costs which are expressed to be payable or reimbursable to the Landlord on demand) but unpaid for 20 Business Days.
         2. Rent or money falling due for payment but unpaid because of a continuing breach of the same covenant bear interest at the rate applicable to the Rent or other money (as appropriate) which was due and unpaid when the breach of the covenant first occurred.
         3. Interest payable under clauses 15.7(a) to and 15.7(b) will:

accrue daily and be calculated on daily rests;

be payable on demand or, if no earlier demand is made, on the first Business Day of each month where an amount arose in the preceding month or months;

be calculated from the due date for payment of the Rent or other money (as appropriate) or, in the case of an amount payable by way of reimbursement or indemnity, the date of outlay or loss, if earlier, until the date of actual payment; and

be recoverable in the same manner as Rent in arrears.

* 1. Landlord's entitlement to damages

The Landlord's entitlement to recover damages from the Tenant or any other person is not limited or affected by any of the following:

* + - * 1. the abandonment or vacation of the Premises by the Tenant;
        2. the Landlord's election to re enter the Premises or determine this Lease;
        3. the Landlord's acceptance of the Tenant's repudiation; or
        4. the parties' conduct (or that of any of their servants or agents) constituting a surrender by operation of Law.

1. Termination
   1. Tenant to yield up and remove its fittings

The Tenant must at the Date of Termination:

* + - * 1. yield up the Premises in the state of repair and condition described in clause 9.1;
        2. remove from the Premises all the Tenant's Fittings (together with any signs or advertisements affixed by the Tenant);
        3. have Redecorated the Premises;
        4. have reinstated the Premises to Base Building Condition;
        5. not remove Tenant's Fittings which:

as a condition of giving consent to any works (including Tenant’s Works) the Landlord has said cannot be removed; or

is part of structural works the Tenant has carried out to the Premises unless the Landlord gives the Tenant a notice to remove it; and

* + - * 1. deliver to the Landlord each Key to the Premises or any part of the Building (and pay the costs of replacing any stolen, misplaced, lost or damaged Keys and the costs of changing the locks of or security access to the Premises or any part of the Building made necessary because of any failure by the Tenant to return a Key).
  1. Tenant not to cause damage
     + - 1. The Tenant must:

use its reasonable endeavours not to cause or contribute to any damage to the Premises in complying with its obligations under clause 16.1;

make good any damage caused to the Premises, the Land or the Building in complying with its obligations under clause 16.1; and

leave the Premises in a clean state and condition.

* + - * 1. If the Tenant fails to do so the Landlord may carry out the Tenant’s obligations under clause 16.1 and 16.2(a) at the Cost of and as agent for the Tenant and recover from the Tenant the Cost to the Landlord of doing so as a liquidated debt payable on demand.
  1. Failure by Tenant to remove Tenant's Fittings

If the Tenant fails to remove the Tenant's Fittings as required by clause 16.1, or in the event of determination under clause 15.3, the Landlord may:

* + - * 1. cause the Tenant's Fittings to be removed and stored in the manner the Landlord in its absolute discretion thinks fit at the risk and at the Cost of the Tenant; or
        2. treat the Tenant's Fittings as if the Tenant had abandoned its interest in them and they had become the property of the Landlord, and deal with them in the manner the Landlord thinks fit without being liable in any way to account to the Tenant for them.
  1. Tenant to indemnify and pay Landlord's costs

The Tenant:

* + - * 1. indemnifies the Landlord in respect of:

the removal and storage of the Tenant's Fittings; and

all Claims which the Landlord may suffer or incur at the suit of any person (other than the Tenant) claiming an interest in the Tenant's Fittings by reason of the Landlord acting in any manner permitted under clause 16.3; and

* + - * 1. must pay to the Landlord as a liquidated debt on demand any Costs incurred by the Landlord in exercising its rights under clause 16.3, including any excess of Costs over money received in the disposal of the Tenant's Fittings under clause 16.3(b).
  1. Rent and other payments to continue

The Tenant must continue to pay the Rent and all other payments payable under this Lease until such time that the Tenant has complied with its obligations under clauses 16.1, 16.2 and 16.3.

1. Miscellaneous
   1. Notices
      * + 1. All notices, requests, demands, consents, approvals, agreements or other communications to or by a party to this Lease:

must be in writing addressed to the intended recipient at the address shown below or the address last notified by the intended recipient to the sender:

|  |  |
| --- | --- |
| **Landlord:** |  |
| Name: | Grand Rozelle Pty Ltd |
| Attention: | Yuhui He |
| Address: | Suite 01, Level 21, The Zenith Tower A, 821 Pacific Highway, Chatswood NSW 2067 |
| Email: | [***MO Note: Please provide.***] |

|  |  |
| --- | --- |
| **Tenant:** |  |
| Name: | Inner West Council |
| Attention: | Strategic Investments and Property |
| Address: | Leichhardt Service Centre, 7-15 Wetherill Street, LEICHHARDT NSW 2000 |
| Email | council@innerwest.nsw.gov.au |

must be signed by the sender or if a company, by its Authorised Officer; and

will be taken to have been served:

in the case of delivery in person, when delivered to or left at the address of the recipient shown in this Lease (as the case may be) or at any other address which the recipient may have notified to the sender;

in the case of email, when the email (including any attachment) comes to the attention of the recipient or a person acting on its behalf.

in the case of mail, on the third Business Day after the date on which the notice is accepted for posting by the relevant postal authority,

but if service is on a day which is not a Business Day in the place to which the communication is sent or is later than 4.00pm (local time) on a Business Day, the notice will be taken to have been served on the next Business Day in that place.

* + - * 1. If the Landlord transfers its interest in the Land or if the Tenant assigns or transfers its interest in this Lease to a third party then the address for service as disclosed in clause 17.1(a) will be amended to reflect the details of the third party acquiring the interest in the Land or Lease as advised by the third party.
  1. Certificate from Authorised Officer of Landlord

A certificate signed by an Authorised Officer of the Landlord is conclusive evidence against the Tenant in the absence of manifest error, about the amount of money or rate of interest stated in that certificate.

* 1. Costs
     + - 1. Each party will pay its own Costs in connection with the negotiation, preparation and execution of this Lease.
         2. Without limiting any other rights of the Landlord, the Tenant must pay to the Landlord on demand:
  2. Services

Subject to anything to the contrary in this Lease, the Landlord and all persons claiming by, through or under the Landlord may, after giving reasonable notice (except in the case of an emergency when no notice is necessary) install, maintain, use, repair, alter, service and replace any Services or any part of them including any pipe, duct, wire and plant.

* 1. Further construction
     + - 1. The Landlord reserves the right at any time to construct or permit the construction of any buildings or works on any part or parts of the Land (excluding the Premises) and whether of a permanent or temporary nature and to add to or permit to be added to (whether by the construction of additional storeys or in any other manner) and to vary, alter or reduce or permit to be varied, altered or reduced any buildings, erections, improvements or works in or on the Land (including the Building) at any time and from time to time as the Landlord sees fit. The Landlord further reserves the right to vary, modify or relocate any part or parts of the Common Areas resulting from the construction of any buildings or works or otherwise.
         2. The Tenant acknowledges that it is not entitled to and will not make any Claim arising out of the construction of any building, any works or operations associated with alterations and additions or dust, noise, the imposition of access restrictions or other inconvenience or disturbance to the Tenant or the Tenant's Business which might arise from any alterations and additions.
         3. The Landlord shall make every reasonable endeavour to ensure that the construction of any building, any works or operations associated with alterations and additions or dust, noise, the imposition of access restrictions or other undue inconvenience is minimised so that no material disruption is caused to the Tenant or the Tenant's Business.
  2. Severance

Any provision of this Lease which is prohibited or unenforceable in any jurisdiction will be ineffective in that jurisdiction to the extent of the prohibition or unenforceability. That will not invalidate the remaining provisions of this Lease nor affect the validity or enforceability of that provision in any other jurisdiction.

* 1. Entire agreement

This Lease and the Agreement for Lease contain all the contractual arrangements of the parties with respect to the transactions to which they relate and supersede all earlier conduct by the parties with respect to those transactions.

* 1. Governing law

This Lease is governed by the laws of New South Wales. The parties submit to the non exclusive jurisdiction of courts exercising jurisdiction there.

* 1. Change of Landlord
     + - 1. If the Landlord:

sells its interest in the Land; or

grants a concurrent lease over the Premises,

so that the Tenant becomes obliged to perform its obligations under this Lease in favour of another person, then the Tenant must enter into those documents the Landlord or that other person reasonably requires, at the Landlord's or that other person's cost, to enable that other person in its name to enforce the benefit of all obligations owed under this Lease, and if the purchaser, transferee or grantee (as the case may be) is a trustee, the Tenant agrees to vary the Lease to incorporate any limitation of liability clauses reasonably required by the purchaser, transferee or grantee.

* + - * 1. An obligation owed by the Tenant to the Landlord which is due for performance before an event described in clause 17.12(a) occurs remains owing to the person who is the Landlord at the time that event occurred and not its assignee, tenant or landlord and may be enforced by that person in its own name.
  1. Landlord's consent

In each case where the Tenant is required to obtain the consent of the Landlord under this Lease:

* + - * 1. the Landlord's consent may be given or withheld at the absolute discretion of the Landlord unless the relevant clause specifically provides otherwise; and
        2. the Landlord's consent may, if given, be conditional or unconditional.
  1. Survey of Premises
     + - 1. The Landlord must procure a registered surveyor to:

survey the area of the Premises; and

prepare a survey plan of the Premises determining the Lettable Area of the Premises (***Survey Plan***).

* + - * 1. The Landlord will provide a copy of the Survey Plan to the Tenant within 5 Business Days of receipt.
        2. The Survey Plan is prima facie evidence of the area of the Premises, except in the case of a manifest error.

1. Consolidation or Subdivision
   * + - 1. The Owners Corporation or the Landlord may at any time:

amend, alter or vary the Strata Scheme; or

amend, alter or vary the existing By-Laws or Management Statement, or create further by-laws for the Strata Scheme.

* + - * 1. Subject to clause 18(d), the Tenant will give its written consent in a form prepared by the Landlord to any plan of subdivision or any amendment, alteration or variation referred to in clause 18(a) if sought or required by the Owners Corporation, the Landlord or an Authority within 14 days of a written request to do so by the Landlord.
        2. Subject to clause 18(d), the Tenant will not object to or obstruct any matter referred to in clauses 18(a) or (b).
        3. The Landlord will procure that no plan of subdivision or any amendment, alteration or variation referred to in clause 18(a) will materially and permanently:

interfere with the Tenant's Business;

interrupt the Tenant's right to quiet enjoyment; or

interfere with the Tenant's or the Tenant's Employees' ability to use and access the Common Areas.

1. Works Contribution
   1. Payment of Works Contribution

After the Commencing Date, the Landlord will pay to the Tenant the Works Contribution 15 Business Days after delivery to the Landlord of a tax invoice from the Tenant made out to the Landlord for the amount of the Works Contribution.

* 1. Use of Works Contribution

The Tenant must use the Works Contribution to fitout the Premises.

1. Rules
2. Common areas
   1. The Landlord or Owner's Corporation may remove any person from the Common Areas if that person is not behaving in an appropriate manner.
   2. The footpaths, entrances, passages, halls, lifts, escalators and staircases must not be obstructed or be used for any purpose other than for access to or from the Premises.
   3. The Air Conditioning ducts and outlets and the skylights and windows which reflect or admit light into any part of the Building must not in any way be covered or obstructed.
3. General rules for use of premises and building
   1. The water closets and other water supply apparatus must not be used for any purpose other than that for which they were constructed and no tea leaves sweepings rubbish rags ashes or other substance is to be placed in them. The cost of making good or replacing any damage resulting to such apparatus or otherwise resulting from misuse by the Tenant or by Tenant's Employees is to be borne by the Tenant. If the person responsible for the damage cannot be determined the Tenant on the floor concerned must bear the cost of repairs and if more than one rateably according to the area occupied by each of them on that floor.
   2. No person is to interfere in any way with other Tenants or persons in the Building or mark or otherwise cause the Building to be unclean or untidy.
   3. No television or radio mast or antenna is to be affixed to any part of the Building and no musical instrument, radio, television set, amplifier or other sound producing equipment is to be used or operated in the Premises or in any part of the Building without the consent of the Landlord and Owner's Corporation and any consent so given may be withdrawn at any time without notice if the Landlord or Owner's Corporation considers it to be in the interests of the other tenants and occupiers of the Building.
   4. Nothing must be thrown out of the windows or doors or into the lift wells or passages or on skylights or other areas of the Building.
   5. No animals, fishes, reptiles or birds are to be kept in or about the Building.
   6. No nails, screws or hooks are to be driven into any part of the Building.
   7. No auction sale is to be carried on the Premises or any part of the Building.
   8. No food is to be prepared or cooked on the Premises except in areas which may be provided, and which are approved by the Landlord and the Owner's Corporation for that purpose.
   9. Smoking is not permitted in any part of the Building. The Tenant must ensure that its employees and visitors do not smoke in the Premises.
   10. Before any safe or furniture or other heavy or bulky item is moved into or out of the Building notice must be given to the Landlord, the managing agent of the Landlord and the Owner's Corporation by the Tenant and the moving must be done under the supervision of a person nominated by the Landlord or Owner's Corporation and at a reasonable time approved by the Landlord, the managing agent of the Landlord or the Owner's Corporation and at no other time.
4. Building security

The Tenant must comply with the Landlord's and Owner's Corporation's reasonable security procedures for access to the Building as advised to the Tenant from time to time.

1. Window coverings

The Tenant must not install any blinds, screens, curtains or awnings on any external window in the Premises except for those approved by the Landlord.

1. Receiving or delivering goods
   1. The Tenant must comply with all directions of the Landlord and Owner's Corporation relating to the receipt or delivery of goods or equipment to the Premises.
   2. When delivering or receiving goods or equipment, the Tenant must only use those parts of the Building, and at such times, as the Landlord or Owner's Corporation may from time to time permit.
   3. The Landlord or Owner's Corporation may designate from time to time a lift for carrying of goods and equipment to the Premises (**Goods Lift**).
   4. The Tenant must:
      1. use only the Goods Lift to carry goods and equipment to the Premises;
      2. not carry goods or equipment through the Common Areas during the hours nominated by the Landlord or Owner's Corporation for the Building to be open to the general public and being at least the hours between 8.00am and 6.00pm on each business day.
2. Premises plan

Execution Page

**EXECUTED** as a Deed on

**Executed by the Landlord**

|  |  |  |
| --- | --- | --- |
| Certified correct for the purposes of the *Real Property Act 1900* and executed on behalf of **Grand Rozelle Pty Ltd** (ACN 619 872 749) in accordance with section 127(1) of the Corporations Act 2001: | ) ) ) )  ) |  |
|  |  |  |
| Signature of Director |  | Signature of Director / Company Secretary (delete as applicable) |
| Name of Director (Please print) |  | Name of Director / Company Secretary (Please print) |

We certify this dealing correct for the purposes of the Real Property Act 1900

**Executed by the Tenant**

Signed for and on behalf of

Inner West Council pursuant to a

resolution of Council made at duly

convenened meeting held on

………………………………………………… ………………………………………….

General Manager Witness

………………………………………………. ………………………………………….

Name Name

…………………………………………

Address

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