

Form: 07L
Release: 4-5

LEASE
New South Wales
Real Property Act 1900



AP361951Y

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

STAMP DUTY

Revenue NSW use only

(A) TORRENS TITLE

Property leased

1/1017723

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
659M	SCOTT ASHWOOD PTY LTD LLPN: 123482P Ph: 9099 7400	L
	Reference: MSJA Lawyers - PJM:20180909	

(C) LESSOR

Sentinel Regional Office Pty Ltd ACN 614 553 883

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

(D)

Encumbrances (if applicable): _____

(E) LESSEE

Essential Energy ABN 37 428 185 226

(F)

TENANCY:

- (G) 1. TERM** 15 years
- 2. COMMENCING DATE** 06/04/2019
- 3. TERMINATING DATE** 05/04/2034
- 4.** With an **OPTION TO RENEW** for a period of Not applicable
set out in clause Not applicable of Not applicable
- 5.** With an **OPTION TO PURCHASE** set out in clause Not applicable of Not applicable
- 6.** Together with and reserving the **RIGHTS** set out in clause Not applicable of Not applicable
- 7.** Incorporates the provisions or additional material set out in **ANNEXURE(S)** A hereto.
- 8.** Incorporates the provisions set out in No. Not applicable
- 9.** The **RENT** is set out in Item 2 of The Reference Schedule (clause 1)

DATE 17 / 01 / 2019
dd mm yyyy

(H) Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.

Company: Sentinel Regional Office Pty Ltd ACN 614 553 883

Authority: section 127 of the Corporations Act 2001

Signature of authorised person: 

Signature of authorised person:

Name of authorised person: Warren James Ebert

Name of authorised person:

Office held: Sole Director and Secretary

Office held:

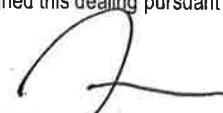
I certify that I am an eligible witness and that the lessee's attorney signed this dealing in my presence.
[See note* below].

Certified correct for the purposes of the Real Property Act 1900 by the lessee's attorney who signed this dealing pursuant to the power of attorney specified.

Signature of witness:

Signature of attorney:


MARTIN ENGLISH
Lawyer
8 Buller Street
Port Macquarie NSW


Attorney's name: JOHN CLELAND
Signing on behalf of: ESSENTIAL ENERGY
Power of attorney-Book: 4745
-No.: 85

Name of witness:

Address of witness:

(I) **STATUTORY DECLARATION***

I _____

solemnly and sincerely declare that-

- 1. The time for the exercise of option to renew in expired lease No. _____ has ended;
- 2. The lessee under that lease has not exercised the option.

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

Made and subscribed at _____ in the State of _____ on _____

in the presence of _____ of _____

Justice of the Peace (J.P. Number: _____) Practising Solicitor

Other qualified witness [specify] _____

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

- 1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
- 2. I have known the person for at least 12 months OR I have confirmed the person's identity using an identification document and the document I relied on was a _____ [Omit ID No.]

Signature of witness: _____ Signature of lessor: _____

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

Annexure A to Lease

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1. Reference Schedule

Item 1. (Clauses 2.1, 7.1, 11.3(a)(iv))	Permitted Use Commercial offices		
Item 2. (Clauses 2.1, 4.1)	Rent \$2,640,950.00 (plus GST) per annum.		
Item 3.	Lessee's Proportion Not applicable		
Item 4. (Clause 2.1, 4)		(a) Review Dates	(b) Type of Review
	During Term:	Each anniversary of the Commencement Date	Fixed 3%
	During First Option:	Not applicable	Not applicable
Item 5. (Clause 2.1)	Option Term		
	First Option		
	(a) Option Term:	Not applicable	
	(b) Commencement Date:		
	(c) Expiry Date:		
	Second Option		
	(d) Option Term:	Not applicable	
	(e) Commencement Date:		
	(f) Expiry Date:		
Third Option			
(g) Option Term:	Not applicable		
(h) Commencement Date:			
(i) Expiry Date:			
Item 6. (Clause 2.1, 7.2(a)(ii))	Condition Date The date the Lessee's Fitout is completed.		
Item 7. (Clause 8.1)	Public liability insurance \$20,000,000.00		
Item 8. (Clauses 2.1, 5.2, 11.1(f))	Guarantor Not applicable		
Item 9. (Clauses 2.1, 6.3, 6.7)	Access Hours Access Hours are unrestricted, provided access is lawful.		
Item 10. (Clause 16)	Bank Guarantee Not applicable whilst Essential Energy ABN 37 428 185 226 is the Lessee		

Item 11.	Address of Lessor Address: Level 9 300 Queen Street BRISBANE QLD 4000 Fax number: 07 3733 1669 Attention: Stacey Ebert
Item 12.	Address of Lessee Address: PO Box 5730 PORT MACQUARIE NSW 2444 or the Premises Fax number: Attention: General Counsel
Item 13.	Car Parking Fee Not applicable



2. Definitions and Interpretation

2.1 Definition

The following definitions apply in this Lease.

Access Hours means the hours specified in Item 9.

APII means Australian Property Institute Inc.

Attorney means an attorney appointed under this Lease and any attorney's substitute or delegate.

Building means the building and all improvements on the Land including the Lessor's Property, but excluding the Lessee's Property.

Business Day means a day that is not a Saturday, Sunday or public holiday in the city where the Building is located.

Certificate of Practical Completion means a certificate to be issued by the Project Manager stating the Date of Practical Completion.

Change of Control means in relation to a corporation, a change in:

- (a) control of the composition of the board of directors of the corporation;
- (b) control of more than half the voting rights attaching to shares in the corporation; or
- (c) control of more than half the issued shares of the corporation (not counting any share which carries no right to participate beyond a specified amount in the distribution of either profit or capital).

Claim includes any legal proceeding, claim, demand, loss, damage, cost, expense, compensation or other liability, whether present, future, contingent or unascertained of any description.

Commencement Date means the commencement date in Item G(2) of the Front Sheet.

Control means a power or control that is direct or indirect or that is, or can be, exercised as a result of, by means of, or by the revocation or breach of a trust, an agreement, a practice, or any combination of them, whether or not they are enforceable. It does not matter whether the power or control is express or implied, formal or informal, exercisable alone or jointly with someone else.

Condition Date means the date in Item 6.

Condition Report means the condition report to be prepared by the Lessor and approved by the Lessor and Lessee at the Condition Date and which shall form Exhibit "A" to this Lease.

Corporations Act means the *Corporations Act 2001* (Cth).

CPI means the Consumer Price Index for Sydney (All Groups) published by the Commonwealth Statistician, or any similar index which replaces it.

Date of Practical Completion means the date on which Practical Completion occurred, as outlined in the Certificate of Practical Completion.

Defect means a structural defect in the Lessor's Works.

Defects Liability Period means 12 months from the Date of Practical Completion.

Encumbrance means:

- (a) a Security Interest; or
- (b) an easement, restrictive covenant, caveat, similar restriction over property or any agreement to create such an easement, restrictive covenant, caveat or similar restriction.

Existing Lease means Registered Lease No. 7342460 (as varied by Variations AE111759, AF857053 and AK652175 and Change of Name AK737864) in respect of the Premises.

Expiry Date means the terminating date in Item (G)3 of the Front Sheet.

Front Sheet means the form commencing on the front page of this document.

Government Agency means:

- (a) a government or government department or other body;
- (b) a governmental, semi governmental or judicial person; or
- (c) a person (whether autonomous or not) who is charged with the administration of a law.

GST means:

- (a) the same as in the GST Law;
- (b) any other goods and services tax, or any tax applying to this transaction in a similar way; and
- (c) any additional tax, penalty tax, fine, interest or other charge applicable to the above.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Guarantee means a guarantee, indemnity, letter of credit, performance bond, binding letter of comfort, or other undertaking or obligation (whether conditional or unconditional) to:

- (a) do any one or more of the following in respect of an obligation of another person (whether or not it involves the payment of money):
 - (i) provide funds (including by the purchase of property), or otherwise to make property available, in or to towards payment or discharge of that obligation;
 - (ii) indemnify against the consequences of default in the payment or performance of that obligation; or
 - (iii) be responsible in any other way for that obligation; or
- (b) be responsible for the solvency or financial condition of another person.

Guaranteed Money means all amounts (including damages) that are payable, owing but not payable, or that otherwise remain unpaid by the Lessee to the Lessor on any account at any time under or in connection with this Lease or any transaction that this Lease contemplates:

- (a) whether present or future, actual or contingent;
- (b) whether incurred alone, jointly, severally or jointly and severally;
- (c) whether the Lessee is liable on its own account or the account of, or as surety for, another person and without regard to the capacity in which the Lessee is liable;
- (d) whether due to the Lessor alone or with another person;
- (e) whether the Lessor is entitled for its own account or the account of another person;
- (f) whether arising from a banker and customer relationship or any other relationship;
- (g) whether originally contemplated by the Guarantor, the Lessor or the Lessee or not;
- (h) whether the Lessor is the original person in whose favour any of the above amounts were owing or an assignee and, if the Lessor is an assignee:
 - (i) whether or not the Guarantor or the Lessee consented to or knew of the assignment;
 - (ii) no matter when the assignment occurred; and
 - (iii) whether or not the entitlements of that original person were assigned with this Lease; and

- (i) if determined pursuant to any award, order or judgment against the Guarantor or the Lessee, whether or not the Guarantor was a party to the court proceedings, arbitration or other dispute resolution process in which that award, order or judgment was made.

Guaranteed Obligations means the obligations of the Lessee to pay the Guaranteed Money and all the Lessee's other obligations to the Lessor under this Lease (monetary or non-monetary, present or future, actual or contingent) however arising.

Guarantor means each person named in Item 8.

Incentive means the benefit to be provided by the Lessor to the Lessee pursuant to clause 20.

Insolvency Event means in respect of a person:

- (a) who is a natural person, the person dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing their own affairs for any reason;
- (b) who is a natural person, the person becoming, or the person taking any step that could result in the person becoming, an insolvent under administration (as defined in section 9 of the Corporations Act);
- (c) an administrator being appointed to the person;
- (d) (i) the person resolving to appoint a Controller or analogous person to the person or any of the person's property;
- (ii) an application being made to a court for an order to appoint a Controller, provisional liquidator, trustee for creditors or in bankruptcy or analogous person to the person or any of the person's property; or
- (iii) an appointment of the kind referred to in subparagraph (d)(ii) being made (whether or not following a resolution or application);
- (e) the holder of an Encumbrance or any agent on its behalf, appointing a Controller or taking possession of any of the person's property;
- (f) the person being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand;
- (g) an application being made to a court for an order for its winding up;
- (h) an order being made, or the person passing a resolution, for its winding up;
- (i) the person:
- (i) suspending payment of its debts, ceasing (or threatening to cease) to carry on all or a material part of its business, stating that it is unable to pay its debts or being or becoming otherwise insolvent; or
- (ii) being unable to pay its debts or otherwise insolvent;
- (j) the person taking any step toward entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors;
- (k) a court or other authority enforcing any judgment or order against the person for the payment of money or the recovery of any property; or
- (l) any analogous event under the laws of any applicable jurisdiction,

unless this takes place as part of a solvent reconstruction, amalgamation, merger or consolidation that has been approved by the Lessor.

Land means the land described in Item (A) of the Front Sheet.

Lease means the Front Sheet, this Annexure, the Reference Schedule, the plan and any equitable lease or common law tenancy evidenced by this Lease.

Lessee means the party named in Item (E) of the Front Sheet.

Lessee's Agents means every agent, employee, licensee, contractor and invitee of the Lessee.

Lessee's Drawings means full detailed working drawings, specifications and samples of finishes of the Lessee's Works.

Lessee's Fitout means the carrying out of the Lessee's Work under clause 19.

Lessee's Property means all the fixtures, fittings, equipment, furnishings, chattels and other property in or on the Premises that is not the Lessor's Property and any of the Lessee's signs on or outside the Premises.

Lessee's Proportion means the percentage that the Lettable Area of the Premises bears to the Lettable Area of the Building, as varied under this Lease. The Lessee's Proportion on the Commencement Date is the percentage in Item 3.

Lessee's Representative means the Lessee's representative appointed from time to time by the Lessee and notified in writing to the Lessor. At the date of this lease, the Lessee's Representative is Morgan Brown.

Lessee's Works means the works described in Schedule 2.

Lessor means the party named in Item (C) of the Front Sheet.

Lessor's Property includes all fixtures, fittings, plant, equipment, lifts, fire protections equipment, partitions, doors, locks, windows, grease traps, drains, conduits and other property owned or supplied by the Lessor in or about or providing services to the Premises or the Building (as the context may require).

Lessor's Representative means the Lessor's representative appointed from time to time by the Lessor and notified in writing to the Lessee.

Lessor's Works means the works detailed at Schedule 1.

Lettable Area means the lettable area calculated by the Lessor's surveyor using the PCA's "Net Lettable Area" method of measurement applicable on the date of measurement.

Option Term means each period in Item 5.

PCA means the New South Wales Division of the Property Council of Australia Limited ACN 008 474 422.

Permitted Use means the use specified in Item 1.

Personal Information means personal information, as defined in the *Privacy Act 1988* (Cth).

Practical Completion means that stage when the Lessor's Works for the Premises are reasonably complete as determined by the Project Manager despite any minor omissions or minor defects that are not then complete (provided that any works which are required to be undertaken to complete the Lessor's Works will not unreasonably affect the Lessee completing the Lessee's Works).

Premises means the Land and the Building.

Principal Sum means the amount of \$9,500,000.00 (which includes any GST).

Project Manager means the architect, builder or other consultant (and successors) that the Lessor may appoint to direct construction of any works under this Lease (including the Lessor's Works) and, unless a contrary intention appears, includes the Lessor.

Project Manager's Programme means the programme to be prepared by the Lessor and approved by the Lessor and Lessee at the Commencement Date and which shall form Exhibit "B" to this Lease.

Project Protocol means the protocol to be followed by the Lessor and the Lessee in carrying out and completing the Lessee's Works and the Lessor's Works contemporaneously, the details of which are outlined in clause 20;

Reference Schedule means the Reference Schedule attached to this Lease.

Rent means the annual rent specified in Item 2 (which applies on the Commencement Date) as adjusted under this Lease.

Rent Day means the Commencement Date and the first day of each month.

Review Date means each date in Item 4(a).

Security Interest means

- (a) a mortgage, charge, pledge, lien, hypothecation, power of attorney or title retention arrangement, a right of set-off or right to withhold payment of a deposit or other money, a notice under section 255 of the *Income Tax Assessment Act 1936* (Cth), Subdivision 260-A in 1 of the *Taxation Administration Act 1953* (Cth) or any similar legislation;
- (b) any other interest or arrangement of any kind that secures the payment of money or the performance of an obligation or which gives a creditor priority over unsecured creditors in relation to any property; or
- (c) any agreement to create any of them or to allow any of them to exist.

Services means any services provided to the Premises by a Government Agency or the Lessor (for example, air conditioning, communication, drainage, electricity, escalators, fire and emergency services, garbage, gas, heating, information booths, lifts, sewerage, telephone, television, trade waste or water) and the pipes, wires, ducting and other means of providing those services to the Premises or the Building.

Strata Legislation means

- (a) the *Strata Schemes Development Act 2015* (NSW); and
- (b) the *Strata Schemes Management Act 2015* (NSW).

Term means the term of this Lease, beginning at midnight on the day before the Commencement Date and ending at midnight on the Expiry Date.

Trust means the Sentinel Regional Office Trust.

Valuer means a full member (for at least five years) of the New South Wales Division of the Australian Property Institute Inc who:

- (a) is licensed to practice as a valuer of the same type of property as the Premises;
- (b) has at least five years' experience in valuing that type of property; and
- (c) is active in the market for valuation of that type of property and active in the area in which the Premises are situated.

2.2 Rules for interpreting this Lease

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this Lease, except if the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
 - (i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
 - (ii) a document (including this Lease) or agreement, or a provision of a document (including this Lease) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
 - (iii) a party to this Lease or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
 - (iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person; and
 - (v) anything (including a right, obligation or concept) includes each part of it.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.
- (e) The word Controller has the same meanings as in the Corporations Act.

- (f) A reference to dollars or \$ is to an amount in Australian currency.
- (g) A reference to a month is to a calendar month.
- (h) A reference to an Item is to the relevant Item in the Reference Schedule in this Lease (unless otherwise indicated).
- (i) Words defined in the GST Law have the same meaning in clauses about GST.
- (j) If a person is a member of a GST group, references to GST for which the person is liable and to input tax credits to which the person is entitled include GST for which the representative member of the GST group is liable and input tax credits to which the representative member is entitled.
- (k) References to GST extend to any notional liability of any person for GST and to any amount which is treated as GST under the GST Law, and references to an input tax credit extend to any notional input tax credit to which any person is entitled.
- (l) Any provision of this Lease to be performed by two or more persons binds those persons jointly and each of them severally.
- (m) If in this Lease a reference is made to the New South Wales Division of the APII, such reference will if the APII has ceased to exist, be deemed a reference to such body or association as then serves substantially the same objects as the APII.
- (n) If any provision of this Lease, or its application to any party, person or circumstance is or becomes invalid or unenforceable, then:
 - (i) the remainder of this Lease or the application of such provision to such other parties persons or circumstances is not to be affected; and
 - (ii) the provision will be replaced by the Lessor with a valid and enforceable provision which so far as possible achieves the same purpose or effect as the invalid or unenforceable provision was intended to achieve.
- (o) The covenants, provisions, terms and agreement expressly or by statutory implication in this Lease cover and comprise the whole of the agreement between the Lessor and the Lessee and the Lessor and the Lessee expressly agree and declare that no further or other covenants, provisions, terms or agreements whether in respect of the Premises or otherwise will be deemed to be implied in this Lease or to arise between the Lessor and the Lessee by way of collateral or other agreement by reason of any promise, representation, warranty, or undertaking given or made by or on behalf of the Lessor or the Lessee on or prior to the execution of this Lease and any such implications or collateral or other agreement is negated.
- (p) If an example is given of anything (including a right, obligation or concept), such as by saying it includes something else, the example does not limit the scope of that thing.

2.3 Business Day

If the day on or by which a person must do something under this Lease is not a Business Day:

- (a) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and
- (b) in any other case, the person must do it on or by the previous Business Day.

2.4 Multiple parties

If a party to this Lease is made up of more than one person, or a term is used in this Lease to refer to more than one party:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and
- (c) any other reference to that party or that term is a reference to each of those persons separately, so that (for example):
 - (i) a representation, warranty or undertaking is given by each of them separately; and
 - (ii) a reference to that party or that term in clause 11.1 is a reference to each of those persons separately.

3. Term

3.1 Term of Lease

The Term begins at midnight on the day before the Commencement Date and ends at midnight on the Expiry Date.

3.2 Holding over

- (a) If the Lessee continues to occupy the Premises with the Lessor's consent after the Expiry Date, the Lessee is a monthly tenant and occupies the Premises on the same terms, as at the Expiry Date, of this Lease (but including any changes necessary to make the terms appropriate to a monthly tenancy).
- (b) The Lessor or the Lessee may terminate the monthly tenancy by giving at least three months' notice to the other, ending on any day.

4. Rent and Rent Review

4.1 Payment of Rent

The Lessee must pay the Rent to the Lessor by equal monthly instalments, in advance, on or before each Rent Day.

4.2 Rent reviews

- (a) Subject to clause 4.2(b), the rent review method applicable on any Review Date is the method specified in (b) next to that Review Date.
- (b) If the Rent determined under this clause 4 is less than the Rent payable immediately before the relevant Review Date, then the Rent payable from the Review Date does not change.
- (c) The Lessee must pay the Rent from the Review Date.

4.3 Percentage review

If a percentage appears in Item 4(b) next to a Review Date, the Rent from that Review Date is the Rent payable immediately before that Review Date, plus an amount equal to the Rent multiplied by the percentage in Item 4(b).

5. Other Payments, Interest and GST

5.1 Liability for expenses

- (a) The Lessee must indemnify the Lessor against, and must pay to the Lessor on demand the amount of all properly and reasonably incurred costs and expenses incurred in connection with:
 - (i) the preparation, negotiation and execution of this Lease to a maximum of \$10,000 plus GST;
 - (ii) any assignment, sublease, licence, mortgage, charge or other encumbrance referred to in clause 10;
 - (iii) any transactions or dealings that this Lease contemplates and any stamp duty on these transactions or dealings;
 - (iv) any amendment to, or waiver of or under, or surrender of, this Lease;
 - (v) the registration of this Lease and any transactions or dealings that this Lease contemplates;
 - (vi) any request for the consent or approval of the Lessor, the Lessor's mortgagee or any head lessor; and
 - (vii) the cost of preparing any plan needed for this Lease.
- (b) Deliberately deleted.

5.2 Interest on overdue money

- (a) The Lessee and the Guarantor must pay interest on each amount that is not paid when due, from (and including) the day on which it falls due to (but excluding) the day on which it is paid in full, at the rate calculated in accordance with clause 5.2(b). This interest must be paid on demand.
- (b) Interest on an unpaid amount accrues each day calculated at a rate of 2% above rate that would be charged to the Lessor by the Lessor's bank for borrowing same amount, and is capitalised (if not paid) every seven days.
- (c) Nothing in this clause affects the Lessee's obligation to pay each amount under this Lease when it is due.

5.3 GST

(a) Payment of GST

- (i) A recipient of a taxable supply made under this Lease must pay to the supplier, in addition to the consideration for the taxable supply, any GST paid or payable by the supplier in respect of the taxable supply.
- (ii) The recipient must pay GST to the supplier:
 - (A) on the same day as the due date for the consideration in respect of the relevant taxable supply;
or
 - (B) if there is no due date, within seven days of receiving a written request or a tax invoice from the supplier.

(b) Reimbursements

A party's obligation to reimburse another party for an amount paid or payable to a third party (eg a party's obligation to pay another party's legal costs) includes GST on the amount paid or payable to the third party except to the extent that the party being reimbursed is entitled to claim an input tax credit for that GST.

(c) Indemnities

- (i) If a payment under an indemnity gives rise to a liability to pay GST, the payer must pay, and indemnify the payee against, the amount of that GST.
- (ii) If a party has an indemnity for a cost on which that party must pay GST, the indemnity is for the cost plus all GST (except any GST for which that party can obtain an input tax credit).
- (iii) A party may recover a payment under an indemnity before it makes the payment in respect of which the indemnity is given.

6. Lessor's Rights and Obligations

6.1 Quiet enjoyment

Subject to the Lessor's rights under this Lease and while the Lessee complies with its obligations under this Lease, the Lessee may occupy the Premises without interference or disturbance by the Lessor.

6.2 Keeping the Building clean and in good repair

To the extent that the Lessee is not obliged to do so, the Lessor must use reasonable endeavours to keep the Building clean and in good repair having regard to the nature, quality and age of the Building.

6.3 Services

- (a) The Lessor must at all times use reasonable endeavours to keep the Services available, but is not liable to the Lessee for any breach of this obligation due to:
 - (i) the need to repair, maintain or replace any Service;
 - (ii) the requirement of any Government Agency; or

- (iii) any accident or other unforeseen event.
- (b) Without limiting the obligation of the Lessee under clause 7.2 to keep the Premises in good repair, the Lessor is entitled to use, maintain, alter or repair any Services.
- (c) Subject to clause 6.4, the Lessor is not liable for any damage, loss or injury suffered or incurred by the Lessee or any other person due to the failure of any Services, except to the extent that any damage, loss or injury is caused or contributed to by the negligence of the Lessor or the Lessor's employees. Despite any other clause in this Lease, if any of the Services fail to function properly for any reason:
 - (i) the Lessee must not terminate this Lease;
 - (ii) the Lessee must not make any Claim for compensation or damages against the Lessor; and
 - (iii) the Lessee does not have any rights of abatement of Rent or of any other amount payable under this Lease due to the failure.

6.4 Repair and maintenance of specific Services and structural aspects

- (a) Despite anything to the contrary in this Lease, the Lessor must:
 - (i) ensure that the roof and any sealed windows of the Premises are at the Commencement Date in such condition so as to prevent the ingress of water;
 - (ii) as soon as reasonably practicable, upon receiving notice from the Lessee of a leak in the roof of the Premises or an ingress of water into the Premises from the roof or any sealed windows, except where such leak or ingress of water has been caused or contributed to by the Lessee's failure to comply with clause 7.2(a)(i) or 7.2(a)(xv), repair the roof or the relevant part of the Premises to ensure that the roof and any sealed windows remains in the condition outlined in clause 6.4(a)(i), fair wear and tear excepted;
 - (iii) indemnify the Lessee for any damage, loss or injury caused or contributed to by the Lessor's failure to comply with this clause 6.4(a), except to the extent that any damage, loss or injury is caused or contributed to by the negligence of the Lessee or the Lessee's employees.
- (b) Despite anything to the contrary in this Lease, the Lessor must:
 - (i) ensure that the air conditioning (HVAC) system within the Premises is at the date being 6 months from the Commencement Date operational and in good and substantial repair and working condition;
 - (ii) as soon as reasonably practicable, upon receiving notice from the Lessee of a failure in the operation of the air conditioning system, except where such failure in the operation has been caused or contributed to by the Lessee's failure to comply with clause 7.2(a)(i) or 7.2(a)(xiv), repair the air conditioning system or the relevant part of the air conditioning system to ensure that it remains in the condition outlined in clause 6.4(b)(i), fair wear and tear excepted;
 - (iii) indemnify the Lessee for any damage, loss or injury caused or contributed to by the Lessor's failure to comply with this clause 6.4(b).

6.5 Lessor's work

- (a) The Lessor may carry out any work to the Building including, but not limited to, alterations, additions, refurbishment and redevelopment.
- (b) The Lessor may only exercise its rights under clause 6.5(a) in relation to the Premises if it can do so without causing more than minor disruption to the Lessee. The Lessor must take reasonable steps to minimise any disruption to the Lessee under clause 6.5(a).

6.6 Lessor's right to enter Premises

- (a) The Lessor may enter the Premises in an emergency at any time without giving the Lessee notice.
- (b) Subject to clause 6.6(c), the Lessor may enter the Premises with all necessary workmen and equipment at all reasonable times, if it gives the Lessee reasonable notice, to:
 - (i) determine the condition of the Premises;

- (ii) determine whether the Lessee is complying with this Lease;
 - (iii) exercise its rights under clauses 6.3, 6.5, 6.6 or 6.7 or any other provisions of this Lease;
 - (iv) carry out any work to the Building or to any adjacent property of the Lessor;
 - (v) enable it to comply with any law or any notice from any Government Agency affecting the Building;
 - (vi) show the Premises to any mortgagee or prospective purchasers at any time or to prospective tenants during the last six months of the Term;
 - (vii) remove unauthorised work or alterations undertaken or installed by the Lessee in breach of its obligations under this Lease;
 - (viii) ensure that the Premises are locked and secure;
 - (ix) display its usual "for sale" notice, or during the last three months of the Term, a "to let" notice; and
 - (x) carry out any work if the Building is damaged,
- (c) When exercising its rights under clause 6.6(b), the Lessor must take reasonable steps to minimise any disruption to the Lessee.

6.7 Restricted access to Building

- (a) The Lessor may exclude any person (including the Lessee) from the Building or the Premises:
- (i) if required by law or for safety or security reasons; and
 - (ii) during public holidays or at other times if works are required to be carried out in the Building and the Lessor acting reasonably determines that usual access to the Building for access card holders outside Access Hours is not practicable.
- (b) The Lessor may close the Building due to riots, civil disturbance, demonstrations or any other cause which in the reasonable opinion of the Lessor endangers or may endanger the Building or any persons in or on the Building.

6.8 New Title Dealings

- (a) The Lessor may enter into any dealing (**New Title Dealing**) including to:
- (i) subdivide, amalgamate or otherwise convert the title of the Building under any legislation, including the Strata Legislation by way of registering any plan or a community title scheme, a building management statement under the *Real Property Act 1900* (NSW) or a freehold title or any of them;
 - (ii) grant a superior or concurrent lease concerning the Premises to any person; or
 - (iii) do any combination of those things.
- (b) The Lessee and the Guarantor must within 14 days after written request by the Lessor, sign and deliver to the Lessor:
- (i) a surrender of this document and a discharge of any dealing concerning this document; and
 - (ii) a new lease of the Premises (**New Title Lease**) and guarantee and all other documents that the Lessor may reasonably require (**New Title Documents**) to facilitate the registration of them.
- (c) The Lessor must sign the New Title Lease and the New Title Documents (where applicable) promptly after receiving them.
- (d) The New Title Lease must:
- (i) commence on the date of registration of the New Title Dealing;
 - (ii) be for a term equal to the balance of the Term;

- (iii) (in the case of a community title scheme) include the levies of the body corporate for the Premises in the recoverable outgoings (but only to the extent that the body corporate levy incorporates amounts that may already be characterised in this document as a recoverable outgoing); and
 - (iv) otherwise contain the same covenants and guarantee as apply to this document with any modifications that the Lessor may reasonably require because of the changed circumstances.
- (e) The Lessor must pay the Lessee's reasonable legal costs, lease duty (if any and limited to the balance of the Term) and registration fees for the New Title Documents in full satisfaction of any Claim by the Lessee for any loss, damage or compensation concerning the exercise of the Lessor's rights under this clause 6.8.

6.9 Community title and building management obligations

The Lessee must comply with any community management statement under the Strata Legislation or building management statement under the *Conveyancing Act 1919* (NSW) or both that may apply to the Premises.

6.10 Resumption

The Lessor may terminate this Lease by notice to the Lessee if the Building or any part of it is resumed by any Government Agency. The Lessor is not liable to the Lessee in respect of the termination.

6.11 Subdivide and grant easements

The Lessor may subdivide the Building or grant an easement or other right over it or the Premises unless this would have a substantial adverse effect on the Lessee's business. The Lessee must do anything the Lessor reasonably requires concerning the subdivision or grant of easement.

6.12 Sale of Building

If the Lessor deals with its interest in the Premises and another person becomes Lessor, the Lessor:

- (a) shall remain liable under the terms of this Lease until the date that it transfers its interest in the Premises; and
- (b) is released from its obligations under this Lease arising after it ceases to be the Lessor,

except in respect of any breaches, which remain unremedied at the time the Lessor transfers its interest in the Premises.

6.13 Enforcing rights

The Lessor may enforce its rights against the Lessee even if the Lessor does not enforce its rights against other persons.

6.14 Appoint agents and managers

- (a) The Lessor may appoint or authorise agents or others to do anything it may or must do under this Lease at its cost.
- (b) The Lessor may engage a manager to manage and conduct the day to day running of the Building at its cost.

6.15 Benefit of Lessee's obligations

If someone else becomes entitled to receive the Rent:

- (a) that person may exercise all of the Lessor's rights under this Lease; and
- (b) the Lessee must enter into any deed reasonably required by the Lessor or that person, at the Lessor's cost.

6.16 Superior interests

If any person has an interest in the Premises which is concurrent with or superior to the Lessor's interest, the Lessee must allow that person to:

- (a) exercise its right, or the Lessor's right, to enter the Premises;
- (b) carry out repairs, maintenance and other work in the Premises; and
- (c) exercise its rights and obligations in respect of the Premises.

6.17 Lessor may perform Lessee's obligations

Following reasonable notice having been given by the Lessor to the Lessee to do anything which the Lessee should have done under this Lease, the Lessor may do anything which the Lessee should have done under this Lease but which it has not done or which the Lessor considers it has delayed doing or not done properly. The Lessee must reimburse the Lessor on demand for any costs and expenses properly and reasonably incurred by the Lessor in doing this.

6.18 Keys

If the Lessor gives the Lessee any key, access card or other opening device to access the Building:

- (a) the Lessee must not copy it without the Lessor's prior consent;
- (b) the Lessee must reimburse the Lessor for any cost it incurs as a result of the Lessee losing any opening device;
- (c) the Lessee must give the opening device to current employees only, and must keep a list of those employees and give the list to the Lessor's on request; and
- (d) the Lessee must return all opening devices to the Lessor on the expiration or termination of this Lease.

7. Lessee's Obligations

7.1 General obligations

The Lessee must:

- (a) (**occupation and use of Premises**) occupy the Premises and must use the Premises only for the Permitted Use;
- (b) (**compliance**) subject to clause 7.2(b), at its cost obtain and comply with any consent approval or licence needed to carry on the Permitted Use in the Premises and comply with all laws in connection with the Premises, the Lessee's Property and the Lessee's use of the Premises;
- (c) (**Services**) pay all charges for Services relating to the Lessee's use of the Premises, including those provided by the Lessor, and pay the cost of any meters installed in the Premises;
- (d) (**fire prevention**) comply with all requirements and recommendations of any Government Agency, the Lessor or insurer in respect of the prevention or control of fires and fire safety in the Building, including by installing further equipment and upgrading the Lessor's Property on the Premises;
- (e) (**drills**) comply, and ensure that the Lessee's Agents comply with, the Lessor's requirements for fire safety, fire drills and emergency evacuations;
- (f) (**security**) keep the Premises securely locked when unoccupied and comply with the Lessor's directions regarding security of the Building;
- (g) (**access**) comply with, and ensure the Lessee's Agents comply with, the Lessor's reasonable requirements regarding access to the Building;
- (h) (**notification**) immediately give the Lessor notice of:
 - (i) any damage to or defect in the Building or any Service provided by the Lessor, any infectious diseases or pests in the Building, and any notice from a Government Agency (other than on account for Services provided to the Premises); and
 - (ii) any circumstances likely to cause any damage or defect described in clause 7.1(h)(i); and
- (i) (**emergency access**) if any entrance to or exit from any part of the Building which is intended for emergency use is accessed through the Premises:
 - (i) allow any person to access the Premises for that purpose; orsign any right of way or other document required by the Lessor to further assure this right to the Lessor.

7.2 Maintenance of Premises

- (a) The Lessee must, subject to clause 7.2(b):
- (i) **(good and substantial repair)** keep the internal parts of the Building in good and substantial repair and working condition as first class commercial premises, excluding fair, wear and tear and any damage caused by fire, flood, lightning, storm, war or natural disaster, unless:
 - (A) the damage occurred as a result of, or was substantially contributed to by, the Lessee's default under this Lease or the act, neglect or default of the Lessee or the Lessee's Agents; or
 - (B) the Lessor is legally unable to recover from its insurer insurance money for the damage because of some act, neglect, default or misconduct by the Lessee or the Lessee's Agents;
 - (ii) **(decorating)** paint, paper or otherwise treat the walls, ceiling and other internal surfaces of the Premises and recarpet, polish or otherwise reinstate the coverings to the floor of the Premises to the same standard as they were finished on the Condition Date at least once every five years in a manner previously approved by the Lessor (such approval not to be unreasonably withheld);
 - (iii) **(Lessee's Property)** keep the Lessee's Property in good and substantial repair and working condition;
 - (iv) **(remove waste)** remove all waste from the Premises regularly, comply with the Lessor's directions regarding rubbish disposal;
 - (v) **(damage)** immediately repair any damage to, or defect in the Premises or the Building caused by the Lessee or the Lessee's Agents or by the Lessee's default under this Lease;
 - (vi) **(plate glass)** immediately repair or replace all damaged plate glass in the Building, including interior and exterior windows, with glass of the same or similar gauge or quality;
 - (vii) **(lighting, heating, plumbing and electrical)** immediately repair or replace any faulty or damaged light globes, fluorescent lights, power points, light switches, heating, lighting, plumbing and electrical appliances, and wiring in the Building;
 - (viii) **(tradespersonlike manner)** effect repairs or maintenance promptly and in a proper and tradespersonlike manner hiring experienced tradespeople and using good quality materials;
 - (ix) **(pests)** keep the Premises free of pests and, if required by the Lessor, engage a pest exterminator approved by the Lessor regularly to fumigate the Premises;
 - (x) **(cleaning)** keep the Building and the internal surfaces of the Building clean;
 - (xi) **(locks)** promptly repair any damaged or inoperative door or window locks internal to the Building;
 - (xii) **(electrical)** keep the electrical wiring in good order and condition and promptly replace broken or defective light bulbs and tubes;
 - (xiii) **(plumbing)** keep the plumbing in the Premises in good order and condition and repair leaking taps and cisterns and clear blocked pipes in the Premises;
 - (xiv) **(air conditioning)** despite any other provision in this Lease to the contrary, maintain the air conditioning (HVAC) system within the Premises and keep it operational and in good and substantial repair and working condition at all times during the terms of the Lease, including undertaking regular services in accordance with the relevant and current Australian standards (which, as at the Commencement Date, is AS 1735.1 – 2003);
 - (xv) **(roof)** despite any other provision in this Lease to the contrary, maintain the roof of the Premises in good and substantial repair at all times during the terms of the Lease, where maintain means to undertake a yearly clean and inspection and to action any maintenance items arising from such inspection within a reasonable time; and
 - (xvi) **(lifts)** despite any other provision in this Lease to the contrary, maintain the lifts and keep them operational and in good and substantial repair and working condition at all times during the terms of the Lease, including undertaking regular services in accordance with the relevant and current Australian standards (which, as at the Commencement Date, is AS3666, AS1668 and AS1851).

- (b) The Lessee is not obliged to do any work of a structural nature or pay for such work under clauses 7.1 and 7.2(a) unless the work is required because of:
 - (i) the Lessee's default under this Lease;
 - (ii) the act, neglect or default of the Lessee or the Lessee's Agents; or
 - (iii) the Lessee's or the Lessee's Agents' use of the Premises.

7.3 General prohibitions on Lessee

The Lessee must not and must ensure that the Lessee's Agents do not:

- (a) **(no damage)** put anything which is likely to cause obstruction or damage down any sink, toilet or drain;
- (b) **(no animals)** keep any animals or birds on the Premises;
- (c) **(dangerous substances)** store or use inflammable, volatile, explosive, radioactive or toxic substances on the Premises;
- (d) **(facilities and Services)** overload the Services or use the Building's facilities or Services for anything other than their intended purpose;
- (e) **(no overloading)** place in the Premises any Lessee's Property which does or could, in the Lessor's opinion, overload any part of the Building, damage the Premises or disturb the efficient operation of any Service;
- (f) **(use)** allow anyone to sleep on the Premises or hold any auction, fire or bankruptcy sale or public meeting on the Premises;
- (g) **(Lessor's Property)** alter the Lessor's Property or use the Lessor's Property for anything other than its intended use;
- (h) **(no nuisance)** cause any nuisance, disturbance, danger or damage to the Lessor, any other user of the Building or any user of neighbouring land;
- (i) **(vehicles)** drive or park any trade vehicle in the Premises except at loading bays and car parks specified by the Lessor;
- (j) **(no obstruction)** obstruct any air or light from entering the Building through any opening or obstruct any Service, air conditioning or fire alarm equipment in the Building;
- (k) **(passage ways)** use entrance passages, halls, staircases and fire escapes other than for entering and exiting the Building, and must not obstruct them;
- (l) **(interference)** interfere with the Services or any machinery or similar items (whether fixtures or chattels) located in the Building, with the exception of the lifts, which may be interfered with in complying with the Lessee's obligations in clause 7.2(a)(xiv);
- (m) **(Lessor's interest)** do anything which could affect the Lessor's interest in the Premises ;
- (n) **(no noise)** make any noise or operate any equipment that can be heard outside the Premises;
- (o) **(smoking)** smoke in the Building; or
- (p) **(metered power)** use any form of light, power or heat other than electric current supplied through meters.

7.4 No alterations by Lessee

- (a) With the exception of the Lessee's Works (being subject to clause 19), the Lessee must not make any alterations or additions to the Building without the Lessor's consent, which must not be unreasonably withheld in respect of alterations or additions which do not affect any structural part of the Building.
- (b) The Lessee must not decorate the Premises, or erect any sign, awning or antenna or install any Lessee's Property in or on the Premises, without the Lessor's consent, which must not be unreasonably withheld, excepting anything in existence at the Commencement Date.

- (c) The Lessee must give the Lessor a copy of plans and specifications for any proposed alterations or additions.
- (d) The Lessor may approve of any proposed alterations or additions on condition that:
 - (i) all work is supervised by a nominee of the Lessor, and the Lessee will carry out all reasonable instructions and directions of the Lessor relating to the work;
 - (ii) the work is carried out by a person approved by the Lessor, whose approval must not be unreasonably withheld;
 - (iii) the work is carried out in a proper and tradespersonlike manner using high quality materials and workmanship and in keeping with the standard, quality and appearance of the Building and in accordance with the plans and specifications approved by the Lessor;
 - (iv) the Lessee pays on demand all costs incurred by the Lessor in respect of the works including its consideration of the proposed works and their supervision (including any architect's or building consultant's fees);
 - (v) the Lessee obtains and gives the Lessor copies of all approvals and certificates of compliance from all relevant Government Agencies; and
 - (vi) specified alterations to the Premises should be reinstated or should not be reinstated, and specified items of Lessee's Property should be removed or should not be removed, when the Lessee vacates the Premises.
- (e) Notwithstanding this clause 7.4, which the Lessee must still first comply with, the Lessee must not install any new air conditioning condensers on the roof of the Premises unless installed with suitable stands, together with a roof walkway so that such condensers may be serviced without the need for any persons to walk on the roof sheets.

7.5 Computer Drawings and Commissioning Data

Within one month of completion of works carried out by the Lessee in accordance with clause 7.4, the Lessee must deliver to the Lessor, at the Lessee's expense, written details of all commissioning data and a computer disk containing professionally drawn accurately dimensioned "as built" drawings of the work (compatible with the Lessor's computer system).

7.6 Completion of Improvements

The Lessee must not make any objection or take any action in respect of:

- (a) the completion of any improvements or works on the Land; or
- (b) any associated dust, noise or inconvenience,

particularly, without limitation, the Lessor's Works, except to the extent that any:

- (c) unreasonable delay to the completion of the Lessee's Works;
- (d) damage to the Lessee's Works; or
- (e) unnecessary or unreasonable interruption is caused to the Lessee's business,

results from the Lessor's or the Lessor's agents', employees' or contractors' acts, omissions or negligence in carrying out the Lessor's Works.

7.7 Signage

- (a) With the exception of that signage which exists in and outside the Building at the Commencement Date, the Lessee must not place any sign, advertisement, nameplate or other notice (**Sign**) in or outside the Building unless the Lessee obtains the prior written consent of the Lessor (such consent not to be unreasonably withheld).
- (b) Any Sign erected by the Lessee under this document must:
 - (i) be professionally made, not handwritten, and incidental to the Lessee's business;
 - (ii) not emit any flashing lights; and

- (iii) be immediately removed if not approved by the Lessor.
- (c) The Lessee must:
 - (i) submit detailed plans and specifications for any proposed Sign to the Lessor for approval prior to the commencement of any installation works;
 - (ii) permit any such works to be supervised by consultants of the Lessor and only carried out by contractors or tradesmen approved by the Lessor;
 - (iii) pay all costs incurred by the Lessor in relation to the supervision of the works;
 - (iv) obtain and comply with all permits and licences required for the construction and maintenance of any Sign, at its cost;
 - (v) maintain any Sign in good repair and condition;
 - (vi) pay all costs of erection and operation of any Sign including the cost of supplying electricity; and
 - (vii) on the expiry or earlier termination of this Lease, remove all Signs and make good any damage caused by that removal at the Lessee's cost.

8. Insurance, Risk and Indemnities

8.1 Public liability

The Lessee must take out and maintain a public liability insurance policy in respect of the Premises and the business it carries on in the Premises:

- (a) under which the maximum amount payable for a single Claim is at least the amount specified in Item 7, or any other amount reasonably required by the Lessor;
- (b) which contains all provisions that are normally contained in public liability policies and any other provisions reasonably required by the Lessor;
- (c) which, without limiting the rest of this clause 8, covers death and injury to any person and damage to property of any person sustained when that person is using or entering or near any entrance, passage or stairway to or in the Premises; and
- (d) which expressly refers to and covers all of the Lessee's obligations under this Lease, including the obligation to indemnify the Lessor.

8.2 Workers compensation

The Lessee must take out and maintain an insurance policy in respect of the Lessee's business and each person employed by the Lessee in the business conducted on the Premises:

- (a) for the full amount of the Lessee's liability under any applicable workers' compensation legislation; and
- (b) for the full amount of the Lessee's potential legal liability independently of that legislation.

8.3 Contents

The Lessee must take out and maintain insurance for the contents of the Building, any existing fitout and the Lessee's Property against damage, destruction and any other risk for their full replacement value or on a reinstatement basis, as required by the Lessor.

8.4 Plate glass

The Lessee must take out and maintain an insurance policy for all plate glass in the Building and all exterior windows of the Building:

- (a) for their full insurable value; and
- (b) against breakage from any cause and against any other risk reasonably required by the Lessor.

8.5 Any other insurance required by law

The Lessee must take out and maintain any other insurance required by law or the Lessor with respect to the Premises.

8.6 Proceeds of insurance

If any loss or damage occurs which is covered by any insurance the Lessee is required to maintain under this Lease, the Lessee must:

- (a) apply for the insurance proceeds immediately;
- (b) use the proceeds to restore, replace, repair or reinstate the loss or damage and must supplement the proceeds with the Lessee's own money to the extent that the proceeds are insufficient; and
- (c) not settle a Claim without the consent of the Lessor.

8.7 Policies

The Lessee must do the following in respect of each policy that it is required to maintain under this Lease:

- (a) take out the policy in the name of the Lessee (with the interest of the Lessor and any mortgagee of the Land noted) with a reputable insurance company;
- (b) if requested by the Lessor, give the Lessor a certificate of currency for the policy; and
- (c) ensure that the policy contains a requirement that the insurer will not cancel or change the insurance without first giving the Lessor ten days' notice.

8.8 Maintain insurance

- (a) The Lessee must not do anything without the Lessor's approval which could:
 - (i) increase the premium payable on any insurance policy taken out by the Lessor; or
 - (ii) affect the Lessor's rights under any insurance policy or make the policy invalid or able to be cancelled.
- (b) The Lessee must pay any extra premium payable by the Lessor on account of extra risk caused by the Lessee's use or occupation of the Premises.

8.9 Lessee's risk

- (a) The Lessee occupies the Premises at its own risk. If the Lessee is obliged to do anything under this Lease, it does so at its own risk.
- (b) Except to the extent of any act or omission (except if permitted under this Lease), or neglect or default of the Lessor, the Lessee's Works (and any other works undertaken by the Lessee) and the exercise of any right or remedy by the Lessee under this Lease are all at the sole risk of the Lessee.
- (c) To remove any doubt and except as provided for in this Lease, the:
 - (i) Lessor makes no representations or warranty about:
 - (A) the fitness or suitability of the Premises for the Lessee's Works; and
 - (B) any consents, permits or approvals required from any Government Agency in respect of the Lessee's Works; and
 - (ii) Lessee agrees that they must at their cost (except as otherwise provided in this Lease):
 - (A) obtain any additional Government Agency consents, approvals or permits; and
 - (B) carry out any required additional works because of those consents, approvals or permits, in connection with or arising out of the Lessee's Works being undertaken or completed.

8.10 Release of Lessor

To the extent permitted by law, the Lessee releases the Lessor from:

- (a) any Claim which the Lessee incurs or is liable for in connection with any damage, loss, injury or death to or of any person or property on or near the Premises; and
- (b) any liability for damage to the Lessee's Property or for loss of the Lessee's profits,

except to the extent any Claim or liability arises from an act or omission (except if permitted under this Lease), or neglect or default of the Lessor.

8.11 Indemnity

The Lessee indemnifies the Lessor against any Claim which the Lessor may incur, including to a third party, during or after the Term, in connection with or arising:

- (a) out of or in respect of clause 8.9(c) of the Lease;
- (b) from any damage, loss, injury or death, caused or contributed to by the Lessee or Lessee's Agents;
- (c) from any default by the Lessee or the Lessee's Agents under this Lease and the enforcement or protection, or attempted enforcement or protection of any right under this Lease;
- (d) from the use or occupation of the Premises by the Lessee or Lessee's Agents;
- (e) from any Service not working properly, being unavailable or being interrupted, or the misuse of any Service provided to the Premises, unless caused by the act or negligence of the Lessor; and
- (f) from the overflow, leakage or escape of any water, gas, electricity, fire or other materials or substances in or from the Premises caused or contributed to by the Lessee or Lessee's Agents,

except to the extent any Claim arises from an act or omission (except if permitted under this Lease), or neglect or default of the Lessor.

8.12 Continuing indemnity

Each indemnity of the Lessee contained in this Lease is:

- (a) a continuing obligation of the Lessee and remains in full force and effect after the termination of this Lease; and
- (b) a separate and independent obligation of the Lessee.

9. Damage

9.1 Abatement of Rent

Subject to clause 9.4, if the Premises or the Building are damaged or destroyed and the Building:

- (a) cannot be used by the Lessee, the Lessee is not liable to pay Rent for the period that the Building cannot be used; or
- (b) are useable by the Lessee, but the useability is diminished because of the damage or destruction, the Lessee's liability to pay Rent is reduced in proportion to the reduction in useability.

9.2 Repair of damage

Subject to clause 9.4, if either clause 9.1(a) or clause 9.1(b) apply and:

- (a) **(no repair)** the Lessor gives the Lessee notice that the Lessor considers that, in its absolute discretion, it is impracticable or undesirable to repair the damage, then either the Lessor or the Lessee may terminate this Lease by giving at least seven days' notice to the other and no compensation is payable in respect of that termination; and

- (b) **(request to repair)** within 14 days of the damage occurring, the Lessee requests the Lessor in writing to repair the damage and:
- (i) if the Lessor does not give the Lessee notice within 21 days of receiving the Lessee's request that it intends to repair the damage; or
 - (ii) the Lessor gives the Lessee notice that it intends to repair the damage but does not do so within a reasonable time,

the Lessee may terminate this Lease by giving at least 30 days' notice to the Lessor.

9.3 **Damage caused by Lessee**

If the damage or destruction referred to in clause 9.1 is caused by the Lessee or the Lessee's Agents:

- (a) clause 9.1 and clause 9.2(b) do not apply; and
- (b) the Lessee cannot terminate this Lease under clause 9.2(a).

9.4 **Lessor's rights not affected**

- (a) Nothing in this clause 9 affects any rights the Lessor may have if:
 - (i) any damage or destruction is caused or contributed to by; or
 - (ii) any right under an insurance policy in connection with the Building is prejudiced or a policy is cancelled or payment of a premium or a Claim is refused by the insurer because of,

the act, negligence or default of the Lessee or the Lessee's Agents.

- (b) Nothing in this clause 9 obliges the Lessor to restore or reinstate the Premises or the Building.

9.5 **Dispute**

- (a) If any dispute arises under clause 9 the Lessor or the Lessee (or both) may request the president of the APII (or an equivalent organisation) to appoint a Valuer to determine the dispute and the proportion of the Valuer's costs that each party must pay.
- (b) The Valuer acts as an expert and not as an arbitrator and the Valuer's decision is final and binding.

10. **Assignment, Sub Letting and Mortgage**

10.1 **Lessee not to mortgage, charge etc**

- (a) The Lessee must not during the continuance of this Lease mortgage, charge, licence or otherwise deal with or part with possession of the Premises or any part of or any estate or interest in the Premises or by any act or deed procure the Premises or any part of or any estate or interest in the Premises to be mortgaged, charged, licensed or otherwise dealt with or disposed of except as subsequently provided in this clause 10 in respect of any assignment, transfer or a sublease of the Premises.
- (b) For the avoidance of doubt, the Lessee is not permitted to licence the whole or any part of the Premises.

10.2 **Lessee not to assign or Sub Lease**

The Lessee must not:

- (a) assign or transfer this Lease; or
- (b) grant any sublease of the whole or part of the Premises,

without first obtaining the written consent of the Lessor which consent must not be unreasonably withheld if:

- (c) **(First right of refusal)** the Lessee has complied with clause 10.5(a) and the Lessor has not accepted one of the Offers in accordance with that clause;

- (d) **(notice)** the Lessee has given the Lessor at least one month's notice of its desire to do that thing, together with a written request for the Lessor's consent to the transaction, details of the parties, a copy of the proposed documentation and all other relevant information;
- (e) **(no default)** the Lessee is not at the time of applying for such consent or subsequently in default in observance or performance of the covenants and agreements on the Lessee's part contained or implied in this Lease;
- (f) **(costs)** the Lessee complies with clause 5.1 in relation to the proposed transaction and also pays to the Lessor on demand the Lessor's reasonable estimate of the costs and expenses payable under clause 5.1 before the Lessor makes any enquiries in relation to the proposed transaction, and whether or not the Lessor consents to it;
- (g) in the case of an assignment or transfer of this Lease:
 - (i) the Lessee proves to the satisfaction of the Lessor that the assignee under the intended transfer or assignment (**assignee**):
 - (A) is a respectable and solvent person capable of carrying on business in the Premises as permitted by this Lease;
 - (B) is financially equal or superior to the Lessee;
 - (C) is not an operator of a training college or facility; and
 - (D) meets the Lessor's tenant profile;
 - (ii) the Lessee and the assignee enter into a deed with the Lessor in the form required by the Lessor under which (among other things):
 - (A) the assignee agrees to perform all of the Lessee's express and implied obligations under this Lease on and from the date of the assignment or transfer of the Lease, including the obligation to indemnify the Lessor and not to alter the Lessee's use of the Premises;
 - (B) the Lessee releases the Lessor from all its obligations under this Lease; and
 - (C) the Lessee acknowledges its continuing obligations under this Lease;
 - (iii) the assignee gives the Lessor any additional guarantee and indemnity or other security which the Lessor requires prepared and stamped by the Lessor's lawyer at the Lessee's cost;
 - (iv) any Guarantor or new guarantor enters into a deed with the Lessor in the form required by the Lessor under which (among other things):
 - (A) the Guarantor acknowledges its continuing obligations to guarantee to the Lessor the due and punctual payment by the Lessee of the Guaranteed Money and the due and punctual performance by the Lessee of the Guaranteed Obligations; and
 - (B) the new guarantor acknowledges its obligations to guarantee the assignee's due and punctual performance of all Lessee's obligations under the Lease; and
 - (v) the Lessee and the assignee comply with the Lessor's requirements in relation to the documentation stamping and registration of the intended assignment;
- (h) in the case of a subletting of the Premises:
 - (i) the Lessee proves to the satisfaction of the Lessor that the sublessee under the intended sublease (**sublessee**):
 - (A) is a respectable responsible and solvent person capable of carrying on business in the Premises as permitted by this Lease;
 - (B) is not an operator of a training college or facility; and
 - (C) meets the Lessor's tenant profile and proposed tenant mix;
 - (ii) the Lessee either:

- (A) proves to the satisfaction of the Lessor (by valuation or valuations if so required) that the rent payable by the sublessee under the sublease (**sublease rent**) is a rate not less than the then current market rate of rent for the Premises or the Rent payable by the Lessee; or
 - (B) if the sublease rent is a rate less than the then current market rate of rent for the Premises, gives the Lessor an acknowledgment that the sublease rent is a rate less than the current market rate of rent for the Premises;
- (iii) the Lessee and the sublessee enter into a deed with the Lessor in the form required by the Lessor under which (among other things):
- (A) the Lessee acknowledges its continuing obligations under this Lease;
 - (B) the sublessee agrees that the sublease terminates immediately on termination of this Lease (for whatever reason); and
 - (C) the sublessee agrees that it must not grant a sublease or licence, transfer its sublease or licence or part with or share possession of the Premises;
- (iv) the Lessee and the sublessee comply with the Lessor's requirements in relation to the documentation, stamping and registration of the intended sublease; and
- (v) if the rent payable by the sublessee for the Premises (or part thereof) is greater than the Rent payable by the Lessee for the Premises (or part thereof), then the Lessee must pay to the Lessor half the difference between the rent payable by the sublessee and the Rent payable by the Lessee.

10.3 Lessor may withhold consent if security risk

Notwithstanding anything contained in clause 10.2 the Lessor may withhold its consent to any transfer or assignment of this Lease and any sublease of the Premises if in the Lessor's absolute discretion it considers the identity of the transferee, assignee or sublessee would or could create a security risk to the Premises or to the Lessee at the time.

10.4 Consent to transfer of shares

If the Lessee is a company other than a company whose shares are listed on any Australian Stock Exchange the Lessee must not without the prior written consent of the Lessor register record or enter in its books any transfer of any share or shares in the capital of the Lessee or deal with any beneficial interest in any such share or shares or issue any new share or shares or take or attempt to take any action having the effect of altering the effective control of the Lessee or having the effect that the shareholders of the Lessee at the date of this Lease together beneficially hold or control less than 51% of the voting rights of capital in the Lessee.

10.5 First right of refusal

- (a) Before the Lessee requests the Lessor's written consent under clause 10.2 the Lessee must first make to the Lessor:
- (i) an offer to surrender this Lease to the Lessor (**Surrender Offer**); and
 - (ii) an offer:
 - (A) in the case of a transfer or assignment of this Lease, to assign or transfer this Lease to the Lessor's nominee; or
 - (B) in the case of a sublease of the Premises, to sublease the Premises to the Lessor's nominee at a rent equal to the lower of the current Rent and the proposed rent which the Lessee proposes for a sublease of the Premises,

(**Nominee Offer**).
- (b) The Surrender Offer and Nominee Offer (**Offers**) must:
- (i) each be in writing;
 - (ii) each contain sufficient detail regarding the terms of the offer and, where applicable, set out how the rent was determined; and

- (iii) be delivered simultaneously to the Lessor.
- (c) The Offers are irrevocable for the period commencing on the date the Lessor receives those Offers and ending 21 days after the period commences (**Acceptance Period**).
- (d) The Lessor may accept one of the Offers by written notice to the Lessee, given at any time during the Acceptance Period (**Acceptance Notice**). That Acceptance Notice must clearly identify whether the Lessor is accepting the Surrender Offer or the Nominee Offer.
- (e) If the Lessor gives an Acceptance Notice in accordance with clause 10.5(d), the Lessee must not later than 14 days after the date of receiving that Acceptance Notice do all things necessary to give effect to the Offer identified in that Acceptance Notice, including executing and returning to the Lessor all documents prepared by the Lessor (in the form the Lessor reasonably requires).
- (f) If the Lessor does not give an Acceptance Notice in accordance with clause 10.5(d) (including not giving an Acceptance Notice at all) and the Lessee's proposed transfer or assignment of this Lease or sublease of the Premises:
 - (i) is on terms no more favourable than the Nominee Offer, then the Lessee may request the Lessor's consent to the proposed dealing in accordance with clause 10.2; or
 - (ii) is on terms more favourable than the Nominee Offer, then the Lessee must give the Lessor a new Nominee Offer on those more favourable terms and a new Surrender Offer in accordance with clause 10.5(a) and the parties must comply with the remainder of their obligations in this clause 10.5 in respect of those new Offers.

11. Default, Termination and Expiry

11.1 Events of default

Each of the following is a default by the Lessee under the Lease:

- (a) (**non-payment of Rent**) if the Lessee does not pay Rent within 14 days of the due date for payment, and provided that the Lessor has given at least 14 days' notice to the Lessee that the Rent is overdue for payment;
- (b) (**non-payment of other amounts**) if the Lessee does not pay any other amount that is due and payable by it under this Lease within 14 days of its due date for payment, and provided that the Lessor has given at least 14 days' notice to the Lessee that an amount is overdue for payment;
- (c) (**essential terms**) if the Lessee does not comply with an essential term of this Lease;
- (d) (**repudiation**) if the Lessee repudiates its obligations under this Lease;
- (e) (**breach of other obligations**) if the Lessee does not comply with any other express or implied covenant or obligation under this Lease; and
- (f) (**Insolvency Event**) if an Insolvency Event occurs in respect of the Lessee or the Guarantor or, if either of them is a company, any of its subsidiaries.

11.2 Lessor's termination after default

The Lessor may terminate this Lease after the Lessee defaults under clause 11.1 and after the Lessor has served a notice of breach of covenant by:

- (a) re-entering and taking possession of the Premises, using reasonable force to secure possession;
- (b) giving the Lessee a notice terminating this Lease;
- (c) instituting proceedings for possession of the Premises against the Lessee; or
- (d) taking action under clauses 11.2(a) and 11.2(b) or clauses 11.2(b) and 11.2(c).

11.3 Essential terms

- (a) Each of the following obligations of the Lessee under this Lease is an essential term of this Lease:

- (i) to pay Rent under clause 4.1;
- (ii) to pay GST under clause 5.3;
- (iii) regarding use of the Premises under clause 7.1(a);
- (iv) to obtain all consents to carry on the Permitted Use under clause 7.1(b);
- (v) to maintain the Premises under clause 7.2;
- (vi) to take out and maintain insurance under clause 8;
- (vii) regarding assignment of this Lease, or anything else under clause 10; and
- (viii) to give the bank guarantee or security deposit under clause 16.

(b) Any other obligation of the Lessee under this Lease may also be an essential term.

11.4 Lessor's entitlement to damages

(a) If the Lessee:

- (i) repudiates this Lease (or the Lessee's obligations under this Lease);
- (ii) breaches an essential term under this Lease; or
- (iii) defaults under this Lease in any other way,

the Lessee must compensate the Lessor for the loss or damage suffered by the Lessor as a consequence of the repudiation, breach, or other default, subject at all times to the Lessor's obligation to mitigate its loss or damage.

(b) The compensation payable by the Lessee under clause 11.4(a) extends to the loss or damage suffered by the Lessor during the Term, including the periods before and after any termination of this Lease.

(c) The Lessee's obligation to compensate the Lessor for loss or damage is not affected if:

- (i) the Lessee abandons or vacates the Premises;
- (ii) the Lessor elects to re-enter or to terminate this Lease;
- (iii) the Lessor accepts the Lessee's repudiation; or
- (iv) the parties' conduct constitutes a surrender by operation of law.

(d) The Lessor's entitlement to damages is in addition to any other remedy or entitlement, including termination of this Lease.

11.5 Instituting proceedings

The Lessor may institute legal proceedings claiming damages against the Lessee in respect of the Term:

- (a) including the periods before and after the Lessee vacates the Premises;
- (b) including the periods before and after the abandonment, termination, repudiation, acceptance of repudiation or surrender by operation of law referred to in clause 11.4(c); and
- (c) whether the proceedings are instituted before or after the conduct referred to in clause 11.4(c).

11.6 Lessee's obligations on termination

(a) The Lessee must do the following at its cost before the earlier of the Expiry Date and the termination of this Lease:

- (i) remove all rubbish and the Lessee's Property from the Premises, unless the Lessor agrees or directs otherwise and make good any damage caused by the removal;
- (ii) immediately before the end of the Term, return the Premises:

- (A) if directed by the Lessor, to a base building configuration; or
- (B) in the condition the Premises were in as at the Condition Date in accordance with the Condition Report (excluding any existing toilet and/or kitchen, if so directed by the Lessor, in its discretion),

and promptly give vacant possession of the Premises in that condition;

- (iii) remove any signs, advertisements, notices or hoardings erected or painted by it on the Building;
 - (iv) hand over all keys to the Premises and the Building, including security access devices;
 - (v) immediately repair any damage caused to the Building in the course of complying with this clause; and
 - (vi) redecorate the Premises to the standard required under clause 7.2(a)(ii).
- (b) In this clause 11.6, return the Premises to a base building configuration means remove any fitout and any cabling and other equipment installed to facilitate the fitout of the Premises (whether or not installed by the Lessee), reinstate cabling and other means of providing Services or lighting to the Premises, restore carpet, lighting, skirting, ceiling and internal walls and otherwise return the Premises to a pre fitout standard.

11.7 Storage of Lessee's Property

- (a) If the Lessee does not remove the Lessee's Property or remedy any damage under clause 11.6, the Lessor may do so and store the Lessee's Property at the Lessee's cost.
- (b) If the Lessee does not remove any Lessee's Property from the Premises or from the place where it is stored by the Lessor within seven days of being asked to do so by the Lessor, that Lessee's Property becomes the property of the Lessor if the Lessor so elects.

11.8 Lessor's rights after Lessee vacates during Term

- (a) If the Lessee vacates or abandons the Premises during the Term, the Lessor may:
 - (i) accept the keys to the Premises from the Lessee;
 - (ii) renovate, restore and clean the Premises;
 - (iii) change the locks and secure the Premises; or
 - (iv) allow prospective tenants to inspect the Premises.
- (b) The Lessor may take any action in clause 11.8(a) without the Lessor's conduct constituting:
 - (i) a re-entry or termination of this Lease; or
 - (ii) the acceptance of a surrender of this Lease.
- (c) The Lessee's obligation to pay Rent, to comply with other financial obligations under this Lease and to comply with other obligations continues, even if the Lessee vacates or abandons the Premises until the termination of this Lease.

12. Deliberately Deleted

13. Notices

13.1 How to give a notice

A notice, consent, approval or other communication under this Lease is only effective if it is:

- (a) in writing, signed by or on behalf of the person giving it;
- (b) addressed to the person to whom it is to be given; and
- (c) either:

- (i) delivered or sent by pre-paid mail (by airmail, if the addressee is overseas) to the person's address; or
- (ii) sent by fax to that person's fax number and the machine from which it is sent produces a report that states that it was sent in full.

13.2 When a notice is given

A notice, consent or other communication that complies with this clause is regarded as given and received:

- (a) if it is delivered or sent by fax:
 - (i) by 5:00pm (local time in the place of receipt) on a Business Day on that day; or
 - (ii) after 5:00pm (local time in the place of receipt) on a Business Day, or on a day that is not a Business Day on the next Business Day; and
- (b) if it is sent by mail:
 - (i) within Australia – three Business Days after posting; or
 - (ii) to or from a place outside Australia seven Business Days after posting.

13.3 Address for notices

The Lessor's address and fax number is set out in Item 11, or as the Lessor notifies the Lessee. The Lessee's address and fax number is set out in Item 12, or as the Lessee notifies the Lessor.

14. General

14.1 Limitation of Liability

- (a) The Lessor enters into this Lease solely in its capacity as trustee of the Trust and in no other capacity.
- (b) A liability arising under or in connection with this Lease can be enforced against the Lessor only to the extent to which it can be satisfied out of the property of the Trust out of which the Lessor is actually indemnified for the liability.
- (c) The limitation of the Lessor's liability contained in this clause 14 applies notwithstanding any other provisions of this Lease and extends to all liabilities and obligations of the Lessor in connection with this Lease.
- (d) The Lessee may not sue the Lessor in any capacity other than as trustee of the Trust, including seeking the appointment to the Lessor of a receiver, a liquidator, administrator or any other similar person.
- (e) The provisions of this clause 14 will not apply to any liability or obligation of the Lessor to the extent that as a result of the Lessor's own fraud, negligence or breach of trust in relation to that obligation or liability, there is a reduction in the extent of its indemnification out of the assets of the Trust because of the operation of the law or the application of any provision of the constitution of the Trust.

14.2 Governing law

- (a) This Lease is governed by the law in force in New South Wales.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, and any court that may hear appeals from any of those courts, for any proceedings in connection with this Lease, and waives any right it might have to claim that those courts are an inconvenient forum.

14.3 Giving effect to this Lease

Each party must do anything (including execute any document), and must ensure that its employees and agents do anything (including execute any document), that any other party may reasonably require to give full effect to this Lease.

14.4 Waiver of rights

- (a) A right may only be waived in writing, signed by the party giving the waiver, and:

- (i) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
 - (ii) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
 - (iii) the exercise of a right does not prevent any further exercise of that right or of any other right.
- (b) The Lessor's acceptance of any arrears or late payment of Rent or other money under this Lease does not operate as a waiver of:
- (i) the essentiality of the Lessee's obligation to pay Rent or other money in respect of those arrears or the late payment; or
 - (ii) the Lessee's continuing obligation to pay Rent or other money during the Term.

14.5 Operation of this Lease

- (a) This Lease contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Lease and has no further effect.
- (b) Any right that a person may have under this Lease is in addition to, and does not replace or limit, any other right that the person may have.
- (c) Any provision of this Lease which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Lease enforceable, unless this would materially change the intended effect of this Lease.

14.6 Operation of indemnities

- (a) Each indemnity of the Lessee in this Lease survives the expiry or termination of this Lease.
- (b) The Lessor may not recover a payment under an indemnity in this Lease before it makes the payment in respect of which the indemnity is given.
- (c) If payment under an indemnity gives rise to a liability to pay GST, the payer must pay, and indemnify the payee against, the amount of that GST.
- (d) If a party has an indemnity for a cost on which that party must pay GST, the indemnity is for the cost plus all GST (except any GST for which that party can obtain an input tax credit).

14.7 Consents

Where this Lease contemplates that a party may agree or consent to something (however it is described), the party may (unless this Lease expressly contemplates otherwise):

- (a) agree or consent, or not agree or consent, in its absolute discretion; and
- (b) agree or consent subject to conditions.

14.8 No merger

The provisions of this Lease do not merge on termination.

14.9 Exclusion of contrary legislation

Any legislation that adversely affects an obligation of the Lessee, or the exercise by the Lessor of a right or remedy, under or relating to this Lease is excluded to the full extent permitted by law.

14.10 Expiry or termination

Expiry or termination of this Lease does not affect any rights arising from a breach of this Lease before then.

14.11 Payments under this Lease

- (a) The Lessee must make payments under this Lease:
 - (i) to the Lessor (or to a person nominated by the Lessor in a notice to the Lessee) by the method the Lessor requires (including electronic transfer);
 - (ii) without withholding any part of any payment by way of deduction, set off or counterclaim; and
 - (iii) if no time is specified, within seven days of being asked by the Lessor.
- (b) Where any money the Lessor charges the Lessee is calculated using a time period and this Lease starts or ends during that time period, the Lessor must make proportional adjustments.
- (c) If either the Lessor or the Lessee prove an error in any money charged the Lessor must correct it and make any necessary adjustment, in a notice to the Lessee. On the next Rent Day, the Lessee must pay the Lessor or the Lessor must credit the Lessee with the difference between what the Lessee has paid and what the Lessee should have paid.

14.12 Mitigation of damages

If the Lessor has a duty to mitigate its damages:

- (a) the Lessor's conduct in performing that duty does not constitute acceptance of the Lessee's breach or repudiation or a surrender by operation of law; and
- (b) that duty does not apply if the Lessee vacates or abandons the Premises during the last year of the Term and the Lessor intends to renovate or demolish the Premises.

14.13 Payment after notice

- (a) If either party gives a notice terminating this Lease, or the Lessor gives a notice demanding immediate possession of the Premises, the Lessor's acceptance of, or demand for, Rent or any other money:
 - (i) is not evidence of a new lease for the Premises; and
 - (ii) does not alter the legal effect of the notice.
- (b) If the Lessee continues to occupy the Premises unlawfully after termination of this Lease the Lessee must pay (by weekly instalments) an amount equal to the Rent plus any amount payable by the Lessee to the Lessor under this Lease as compensation for its occupation of the Premises.

14.14 Lessee's warranty

The Lessee warrants that it has not been induced to enter into this Lease by any express or implied statement, warranty or representation:

- (a) whether oral, written or otherwise;
- (b) made by or on behalf of the Lessor in respect of the Building or the Premises or anything relating to, or which could have an effect on, the Building or the Premises including but not limited to:
 - (i) the fitness or suitability of the Premises for any purpose; or
 - (ii) any fixtures, facilities or amenity in or on the Premises,

except any warranties provided by the Lessor in respect of:

- (c) the Lessor's Works and the suitability and completion of the Lessor's Works and any other works required to be performed by the Lessor in complying with its obligations under this Lease; and
- (d) compliance with the Building Code Australia (as amended from time to time).

14.15 Authority to complete Lease details

Each party irrevocably authorises and directs the Lessor and its lawyers to complete this document by inserting any words, dates, names, figures, plans or forms of consent and making any corrections that the Lessor may reasonably require to the extent necessary to maintain consistency with this document.

14.16 Suitability of premises

With the exception of any warranties provided by the Lessor in respect of the Lessor's Works, the suitability and completion of the Lessor's Works and compliance with the Building Code Australia, the Lessor gives no warranty (either present or future) as to the suitability or adequacy of the Premises, the Services or the lawfulness of the Permitted Use. The Lessee is deemed to have accepted the Premises with full knowledge of that and subject to any prohibitions or restrictions on the Permitted Use under any legislation.

15. PPSA

15.1 Lessor may register financing statement

The Lessor may, at any time, register a financing statement or financing change statement on the Personal Property Securities Register (PPSR) in relation to any security interest arising out of this document, over any or all of the Lessor's personal property in or about the Premises, at any time, for any time and with any description of collateral, as the Lessor sees fit.

15.2 Co operation by Lessee

- (a) The Lessee must sign any documents and do anything necessary to enable the Lessor to exercise its rights, and comply with its obligations, under this clause 15, including to ensure that any security interest is fully effective, enforceable and perfected with the priority required by the Lessor and for this purpose the Lessee agrees that the Lessor may register any security interest as a purchase money security interest on the PPSR, if applicable.
- (b) The costs of and incidental to the registration of a financing statement or financing change statement on the PPSR and any related documents must be paid by the Lessee.

15.3 No financing statement for security deposit / bank guarantee

The Lessee must not register, or permit to be registered, a financing statement on the PPSR in relation to any security deposit or bank guarantee provided by it.

15.4 Exclusion of certain provisions of PPSA

Under section 115 of the PPSA, the parties contract out of the provisions of sections 95, 96, 117, 118, 120, 125, 130, 135, 142 and 143, subsections 121(4) and 132(4), paragraph 132(3)(d) and Division 6 of Part 4.3 of the PPSA.

15.5 No notice of verification statement

Under section 157(3) of the PPSA, the Lessee waives its right to receive notice of a verification statement in respect of a registration event.

15.6 Power of Attorney

The Lessee unconditionally and irrevocably appoints the Lessor as its attorney to do any of the acts and matters set out in clause 15.2(a) in the event that the Lessee fails, delays or declines to execute such documents or do such acts.

15.7 Definitions

Terms used in this clause 15 have the same meaning as in the PPSA.

16. Bank Guarantee

- (a) If Item 10 states that the Lessee is to provide a bank guarantee, the Lessee must give a bank guarantee to the Lessor before the Commencement Date. The bank guarantee must:
 - (i) be issued by a bank approved by the Lessor, be in favour of the Lessor and secure the performance of all of the Lessee' obligations under this Lease;

- (ii) contain an unconditional and irrevocable undertaking to pay the Lessor on demand, and any other terms required by the Lessor;
 - (iii) subject to clause 16(b), be for the amount specified in Item 10;
 - (iv) be able to be called on at a bank in Brisbane; and
 - (v) have no expiry date or must not have an expiry date earlier than 12 months after expiry of the last Option Term (if any).
- (b) If the Rent increases, the Lessee must give the Lessor an additional or replacement guarantee so that the amount specified in Item 10 is guaranteed.
 - (c) If the Lessee defaults under this Lease, the Lessor may call on the bank guarantee without giving the Lessee notice and may apply the proceeds towards remedying the default. If the Lessor calls up all or part of the bank guarantee, the Lessee must give the Lessor an additional or replacement guarantee so that the amount specified in Item 10 is guaranteed.
 - (d) If the Lessor has called on the bank guarantee and, after the Lessee's default has been remedied, there are surplus funds held by the Lessor, the Lessor may hold that surplus as a security deposit until the Lessee replaces the bank guarantee.
 - (e) If the Lessor (**transferor**) transfers its interest in the Premises and hands over the bank guarantee to the transferee, the transferor is released from all obligations to the Lessee in relation to the bank guarantee. If requested by the transferee, the Lessee must promptly give to the transferee a replacement bank guarantee in favour of the transferee. If the Lessee does not provide the replacement bank guarantee, the transferor may make demand under the bank guarantee and hand over the proceeds to the transferee to hold as a security deposit instead of the bank guarantee until the Lessee provides the replacement bank guarantee to the transferee.

17. Condition of Premises

The Lessee acknowledges and agrees that (except the Lessor's Works):

- (a) the Lessee will receive possession of the Premises in the state and condition that the Premises are in at the Commencement Date and accepts the Premises in that condition;
- (b) the Lessor does not own any fitout situated in the Premises as at the Commencement Date (**Existing Fitout**);
- (c) the Lessee must liaise/deal directly with any third party who may have any interest in the Existing Fitout to ensure that the Lessee becomes the owner of the Existing Fitout from the Commencement Date;
- (d) with effect from the Commencement Date the Existing Fitout (which includes anything installed or placed on the Premises by or for a previous occupant of the Premises) is part of the Lessee's Property;
- (e) the Lessee uses the Existing Fitout at the Lessee's sole risk and acknowledges that the Lessor makes no representations about the state and condition of the Existing Fitout or the suitability of the Existing Fitout or whether the Existing Fitout is subject to any mortgage, charge or other security; and
- (f) when this Lease ends, if the Lessee does not remove the Existing Fitout from the Premises together with the balance of the Lessee's Property in accordance with clause 11.6, the Lessor may deal with the items left in any manner permitted by clause 11.7.

18. Lessor's Works

18.1 Completion of Lessor's Works

- (a) As from the Commencement Date, the Lessor must, subject to paragraph (b), use reasonable endeavours to cause the Lessor's Works to be completed:
 - (i) within six (6) months of the date of the Commencement Date;
 - (ii) in accordance with all necessary Government Agency approvals;
 - (iii) in a good and workmanlike manner;

- (iv) by acting reasonably with the Lessee and the Lessee's contractors, while carrying out the Lessee's Works;
 - (v) in accordance with the Project Protocol; and
 - (vi) in accordance with the Project Manager's Programme.
- (b) The obligations of the Lessor under paragraph (a) of this clause are subject to any:
- (i) restriction, regulation or control under any legislation;
 - (ii) damage caused by fire, flood, lightning, storm, war or natural disaster, or inclement weather;
 - (iii) variation to any works requested by the Lessee and consented to by the Lessor;
 - (iv) delay by the Lessee (including the Lessee's Fitout);
 - (v) other matter or thing beyond the reasonable control of the Lessor; or
 - (vi) combination of those events happening.
- (c) If the Lessor is unable to carry out its obligations under paragraph (a) of this clause, either in whole or in part, because of any of the circumstances under paragraph (b) of this clause, then:
- (i) the obligations of the Lessor must, so far as they are affected, be suspended for the period as may be reasonable in the circumstances;
 - (ii) the date by which the Lessor's Works were required to be completed must be postponed accordingly; and
 - (iii) to rely on a delay event in clause 18.1(b), the Lessor must give written notice to the Lessee of any delay within a reasonable time after cessation of a delay event. Such notice to include the number of days by which the Lessor's Works are delayed.
- (d) The Lessor must use all reasonable endeavours to minimise the effect of any circumstance under paragraph (b) of this clause. However, the Lessor is not obliged to settle any labour dispute on terms not reasonably acceptable to the Lessor.
- (e) The Lessor must cause a Certificate of Practical Completion to be given to the Lessee promptly after it becomes available.
- (f) Once the Lessor commences the Lessor's Works, the parties are to each make a representative available for a fortnightly site meeting to discuss the progress of the works.
- (g) Notwithstanding the terms of this Lease, as from the Commencement Date until the Date of Practical Completion (subject to any rectification of a Defect) the Lessor has the right to access the Premises as and when they require to carry out the Lessor's Works in accordance with this Lease. The Lessor must use reasonable endeavours to cause as little inconvenience to the Lessee as possible when exercising those rights.
- (h) For the avoidance of doubt, the Lessor is not required to commence the Lessor's Works until the Lessee has:
- (i) satisfied all requirements by the Lessee under this Lease required prior to the Commencement Date, including but not limited to the Lessee's security and insurance;
 - (ii) provided to the Lessor this Lease in original form in duplicate duly signed by the Lessee and any Guarantor and capable of immediate registration (upon signing by the Lessor); and
 - (iii) made cleared payment of all costs payable under clause 5.1 (including but not limited to registration fees).

18.2 Variation to the Lessor's Works

- (a) Subject to the remainder of this clause, the Lessor may make variations to the Lessor's Works. However, a variation must not (in the Lessor's reasonable opinion) substantially or materially alter the location, shape and

dimensions of, nor the Services to or contained within, the Premises so as to substantially or materially limit its use for the Permitted Use or impact upon the Lessee's Works, without the consent of the Lessee.

- (b) The Lessee may request that the Lessor vary or add to the Lessor's Works to better suit the Lessee's proposed use of the Premises (**Lessee's Variations**). The Lessor may (but is not obliged to) agree to incorporate the Lessee's Variations into the Lessor's Works, but in deciding whether or not to incorporate the Lessee's Variations, must act reasonably. If the Lessor does not agree to incorporate any of the Lessee's Variations into the Lessor's Works, the Lessor must provide the Lessee reasons as to why the Lessee's Variations cannot reasonably be incorporated.
- (c) All costs (including but not limited to design costs, construction costs, project management costs, building approval and certification costs, consultant's fees and legal costs) incurred by the Lessor associated with the Lessee's request for the Lessee's Variations or any other variation of the Lessor's Works (or the Lessor considering or carrying out those variations) are the sole responsibility of the Lessee whether or not the Lessee's Variations or any other variations requested by the Lessee are incorporated into the Lessor's Works.
- (d) For the avoidance of doubt and despite any other clause of this Lease, the Lessor is under no obligation to incorporate the Lessee's Variations, or any other variations requested by the Lessee, into the Lessor's Works if the cost of those variations are not paid for in advance by the Lessee (which may include, at the Lessee's election, the utilisation of the Incentive), or where the Lessee's Variations involve changing the size, shape or location of the Building.

18.3 Lessor's warranty

- (a) The Lessor warrants to the Lessee that the Lessor's Works, and the completion of such works are and will be:
 - (i) suitable for the Premises and the Lessee's use of the Premises; and
 - (ii) compliant in all respects with the Building Code Australia (as amended from time to time) and all relevant and applicable Australian Standards.
- (b) To remove any doubt, the Lessor will not have breached their warranty under this clause where the Lessor has obtained all required approvals and certificates of compliance from all relevant Government Agencies for the Lessor's Works, but any part of the Premises (existing prior to the Lessor's Works) does not comply with clause 18.3(a)(ii).

18.4 Lessor's Defect Liability

- (a) If the Lessee becomes aware of a Defect, the Lessee must give the Lessor written notice of it as soon as practicable after becoming aware of the Defect, and in any event, no later than the expiry of the Defects Liability Period. If the Lessor receives a notice from the Lessee in accordance with this clause, then the Lessor must use reasonable endeavours to rectify the Defect within a reasonable time.
- (b) Despite anything to the contrary:
 - (i) the Lessor is not obliged to rectify a Defect caused or contributed to by the Lessee's Works or by any neglect or default by the Lessee, or work that the Lessee or a third party engaged by the Lessee has carried out or should carry out; and
 - (ii) if the Defect is not rectified to the Lessee's reasonable satisfaction, the Lessee may not terminate this Lease, and its rights are in damages only.

19. Lessee's Works

19.1 Lessee's Works

- (a) As from the later of:
 - (i) the Lessee obtaining the Lessor's approval to the Lessee's Drawings required by clause 19.2(a)(ii); and
 - (ii) the Lessee providing to the Lessor all approvals and permits required by clause 19.3(a),the Lessee must, subject to clause 19.4, cause the Lessee's Works to be undertaken and completed.

19.2 Lessee's Drawings

- (a) The Lessee must:
 - (i) prepare the Lessee's Drawings at its cost;
 - (ii) submit the Lessee's Drawings to the Lessor for approval before, or as soon as practicable after, the Commencement Date; and
 - (iii) pay the Lessor's reasonable costs concerning the Lessee's Drawings.
- (b) The Lessor must:
 - (i) not unreasonably withhold or delay its approval of the Lessee's Drawings, except if they would, in the Lessor's reasonable opinion, require any substantial or structural variation to or delay in completion of the Lessor's Works, or adversely affect the functionality or appearance of any services concerning the Premises; and
 - (ii) indicate on the Lessee's Drawings in reasonable detail the nature and scope of any variations required by the Lessor, if applicable.

19.3 Approvals and Permits

- (a) The Lessee must at its cost obtain and keep current all necessary consents, approvals and permits from each relevant Government Agency necessary or, in the reasonable opinion of the Lessor, desirable to allow the Lessee's Works to be lawfully carried out.
- (b) The Lessor must on the written request of the Lessee endorse its consent to any lawful and compliant application by the Lessee for any approval or permit.
- (c) Not later than 14 days after completion of the Lessee's Works, the Lessee must give to the Lessor all unconditional certificates from each relevant Government Agency or from a private certifier confirming that the Lessee's Works are complete and comply with all relevant legislation and that the Premises may be lawfully occupied for the Permitted Use under the Lease.

19.4 Carrying out the Lessee's Works

In carrying out the Lessee's Works, the Lessee must:

- (a) allow them to be supervised by the Project Manager;
- (b) carry them out at its cost promptly in a good and workmanlike manner by a registered builder having insurance policies approved by the Lessor;
- (c) not damage the Premises and only use materials that are approved by the Lessor;
- (d) to the extent possible, accept appointment as the principal contractor for the Lessee's Works under any applicable workplace health and safety legislation, or procure the Lessee's builder to accept that appointment;
- (e) pay the Lessor's reasonable costs concerning the Lessee's Works (whether approved or not), including any supervision of works, consequential works by the Lessor to the Premises, and security for costs (if reasonably required by the Lessor);
- (f) comply with any other reasonable requirements of the Lessor concerning the Lessee's Works, including the prompt rectification of any defect in them; and

comply with all consents, approvals and permits required by clause 19.3(a).

20. Project Protocol

20.1 Establishment of Project Control Group

- (a) Not later than the Commencement Date the parties must establish a Project Control Group which consists of:
 - (i) the Project Manager

- (ii) the Lessor's Representative; and
- (iii) the Lessee's Representative.
- (b) Either party may request any other person to attend a meeting of the Project Control Group.
- (c) Either party may invite a member of their respective contractor or builder to attend meetings of the Project Control Group.

20.2 Meetings

- (a) The Project Control Group must meet once a month, or more frequently if requested by a member of the Project Control Group, until the Date of Practical Completion, or as otherwise agreed.
- (b) The chair of each meeting shall be the Lessee's Representative. Meetings will be chaired and minuted by the Lessee's Representative and such representative will distribute copies of the minutes to the Lessor's Representative.
- (c) A quorum for a Project Control Group meeting requires the Lessee's Representative and the Lessor's Representative to be present.
- (d) Within 10 Business Days after the formation of the Project Control Group, the Lessor and the Lessee must agree a monthly schedule of Project Control Group meetings.

20.3 Conduct of the Project Control Group Meetings

- (a) The chair of the meeting must, at least 2 Business Days before the next meeting, provide to the other party's representative an agenda for the meeting (including any matter on that agenda that either party has requested be included), and include a report which addresses the following items:
 - (i) any matter requiring approval, a consent or a direction;
 - (ii) the status of obtaining Government Agency approvals relating to the Lessor's Works or the Lessee's Works (as applicable);
 - (iii) the status of the Lessor's Works or the Lessee's Works (as applicable), including the Lessor's progress as measured against the Project Manager's Programme;
 - (iv) any matters that have been referred for determination under clause 9.5; and
 - (v) the estimated Date of Practical Completion.
- (b) The representative of each party must, at least 2 Business Days before each meeting, provide to the chair a report which addresses the status the Lessor's Works or Lessee's Works (as applicable).
- (c) Within 5 Business Days after a meeting of the Project Control Group, the chair of the meeting must provide the other party's representative with minutes of that meeting.

21. Incentive

21.1 Incentive

- (a) Notwithstanding the provisions of this Lease and in consideration of the Lessee entering into and complying with this Lease, the Lessor agrees to pay to the Lessee the Principal Sum on the terms contained in this clause. The Lessee has elected to receive the full Principal Sum in the form of a fitout contribution. To remove any doubt, the Principal Sum must be applied by the Lessee only towards payment of the fitout contribution (and specifically any outstanding costs of the Lessee's Fitout).
- (b) For the avoidance of doubt, the total Principal Sum payable shall not exceed \$9,500,000.00 (which includes any GST) in any event.
- (c) The Lessee acknowledges that the Incentive is granted to the Lessee in consideration of it remaining in possession of the Premises and complying with the terms of the Lease for the duration of the Term.
- (d) The parties acknowledge and agree that the Incentive:

- (i) is personal to the Lessee and cannot be assigned or transferred;
- (ii) only applies during the initial Term not any Option Term; and
- (iii) must be ignored for any review of Rent under this Lease.

21.2 Fitout Incentive

- (a) The Lessee must apply the Principal Sum to the cost of the Lessee's Fitout.
- (b) The Lessor shall pay the Principal Sum to the Lessee in one instalment on the Commencement Date on condition that:
 - (i) the Lessee provides to the Lessor on or before the Commencement Date:
 - (A) payment of any money due at that time by the Lessee under this Lease or the Existing Lease; and
 - (B) a tax invoice from the Lessee complying with the GST Law;
 - (ii) the Lessee has satisfied all other requirements required under this Lease prior to the Commencement Date, including but not limited to those with respect to insurance and security; and
 - (iii) the Lessee is not otherwise in default under this Lease or the Existing Lease.
- (c) Immediately upon the completion of the Lessee's Works, the Lessee must provide to the Lessor:
 - (i) written notice that the Lessee's Works are lawfully completed;
 - (ii) copies of all invoices and payment receipts for all of the Lessee's Works;
 - (iii) a full set of "as constructed" drawings of the Lessee's Works;
 - (iv) all approvals from each relevant Authority confirming the lawful approval, construction, completion, use and occupation of the Lessee's Works (if relevant); and
 - (v) a depreciation schedule (prepared at the Lessee's cost by a quantity surveyor approved by the Lessor) containing reasonable detail of all items comprising the Lessee's Works and the cost of each item.
- (d) Any item paid for by the Lessor under this clause is the property of the Lessor, and forms part of the Lessor's Property in the Premises leased to the Lessee under the Lease. The Lessor will determine (in its absolute discretion) which components of the Lessee's Works will form part of the Lessor's Property, to the extent that the Principal Sum is less than the total cost of the Lessee's Fitout. At the expiration or earlier termination of the Lease, the Lessor will be entitled (in its absolute discretion) to transfer ownership of the Lessee's Works (or any part thereof) to the Lessee in consideration of payment of \$1.00 by the Lessee to the Lessor.
- (e) The Lessee must re-pay the Principal Sum to the Lessor in the following manner:
 - (i) during the initial term of the Lease ("Loan Period"), the Lessee must repay the Principal Sum to the Lessor by equal monthly instalments ("Monthly Instalments") on the first day of each month ("Payment Date") without any abatement whatsoever and without any formal or other demand, with the first instalment to be paid on the first day of the month immediately following the date the Principal Sum (or part thereof) is paid in accordance with this clause;
 - (ii) the Lessee must pay the Monthly Instalments in the same manner and to the same place as it is obliged to pay the Rent under the Lease or in such other manner and at such other place as the Lessor directs; and
 - (iii) if the Lease is terminated during the Loan Period as a result of the Lessee's default, the balance of the Principal Sum not yet due and payable during the Loan Period will immediately become due and payable by the Lessee to the Lessor as a liquidated debt payable on demand by the Lessor, calculated in accordance with the following formula:

$$AP = PS \div DT \times DE$$

Where *AP* = the amount payable by the Lessee;
PS = the Principal Sum;
DT = the number of days in the Term; and
DE = the number of days from the date of termination to the expiry date of the Lease.

- (f) Despite clause 21.2(e), if the Lessee is not in default of the Lease on a Payment Date, the Lessor waives the requirement for the Lessee to make payment of that Monthly Instalment then due.
- (g) When the Lessee pays the amount due under clause 21.2(e)(iii) the items of fit out paid for by the Lessor become the Lessee's.

22. Condition Report

22.1 Condition Report

- (a) The Lessor must procure the Condition Report and provide the Condition Report to the Lessee within 30 days after the date the Lessee gives the Landlord a notice confirming that the Lessee has completed the Lessee's Fitout.
- (b) The Condition Report must be prepared by a suitably experienced and qualified property consultant in draft, and approved in writing by both the Lessor and the Lessee before it is considered to be the final version of the Condition Report.
- (c) The Landlord and Tenant must both act:
 - (i) reasonably; and
 - (ii) promptly,in reviewing and approving the Condition Report.
- (d) The Lessor must pay the cost of preparing the draft Condition Report. Each party must bear their own costs and expenses in respect of providing their approval to the draft Condition Report.
- (e) Once the Condition Report has been approved by both parties, both parties irrevocably authorise the Lessor to attach that approved Condition Report to the Lease as Exhibit "A".

Code	Works
SEN217	Current Portfolio
Demolition & Alterations	Port Macquarie
FIP	
Stripout works	<p>No Scope in landlords works to alter location of FIP.</p> <p>Allowance for removal of existing floor finishes throughout</p> <ul style="list-style-type: none"> • Carpet tiles <p>Buller Street</p> <ul style="list-style-type: none"> • Level 2 grid 7-14 & B-E • Level 3 grid 7-14 & B-G • Level 4 grid 7-14 & B-G <p>Waugh Street</p> <ul style="list-style-type: none"> • Level 3 grid 1-11 & L-P • Level 4 grid 1-11 & L-P <ul style="list-style-type: none"> • Tiled sections <p>Buller Street</p> <ul style="list-style-type: none"> • Level 2 – Male/female toilet & Corridor • Level 2 – Entry Foyer & lift lobby • Level 3 – Lift 1 lobby • Level 3 – Male and Female toilets • Level 4 – Lift 1 lobby • Level 4 – Male and Female toilets <p>Waugh Street</p> <ul style="list-style-type: none"> • Level 2 - Entry Foyer • Level 3 – Lift 2/3 lobby area • Level 3 – Male and Female toilets - DWC toilet • Level 4 – Lift 2/3 lobby area • Level 4 – Male and Female toilets - DWC toilet

	<ul style="list-style-type: none"> • Allowance for demolition of existing lightweight partitions to all areas that do not form the base build fabric (Toilets -Cleaners cupboards – kitchen, tearooms etc) <p>Buller Street</p> <ul style="list-style-type: none"> • Level 2 • Level 3 • Level 4 <p>Wough Street</p> <ul style="list-style-type: none"> • Level 3 • Level 4 <p>Works will include removal of:</p> <ul style="list-style-type: none"> • Power and data isolation • Services isolation • Cables • Skirting • Plasterboard • Metal stud • Glazing and aluminium framing
Roof	
	Repairs to existing roof (replace flashings, valleys, damaged sheeting)
	Remove existing sealant and replace with new throughout all areas
	Repairs to gutters and downpipes (replace where required)
	Two access safety ladders to roof
	Roof walkway system to allow movement without damaging sheeting
	Roof safety anchor points

Ongoing maintenance	As per lease agreement.
External Walls	
	<p>Allowance for repairs to external render walls (assumed 20%)</p> <p>Repaint existing external walls - Buller and Waugh/West-East-North-South Elevations</p> <ul style="list-style-type: none"> • Off concrete balconies • FC fascia • Rendered brickwork • Planter box and garden walls • Ramp and entry walls • Downpipes • Concrete columns • Balconies soffit • Waugh Street entry roof soffit <p>Works carried out</p> <ul style="list-style-type: none"> • Wash down walls • Fill and sand cracks • Two coats of commercial grade (Dulux Weather shield or equivalent) - Dulux guarantees that this product will not blister, flake or peel for 15 years if applied to specifications
Internal Walls & Doors	
	<p>Toilet Partitions x 30 of - Laminex FAOB -Foot assembly, overhead braced range - commercial grade or similar Buller Street</p> <ul style="list-style-type: none"> • Level 2 - 2 of [Amenities have been altered since original construction of building, Architect to draw as builds and landlord to refurbish as currently configured.] • Level 3 - 5 of • Level 4 - 5 of <p>Waugh Street</p> <ul style="list-style-type: none"> • Level 3 - 9 of • Level 4 - 9 of
	Urinal Screen X 4 - Laminex FAOB range - commercial grade or similar

<p>Waugh Street</p> <ul style="list-style-type: none"> • Level 3 – 2 of • Level 4 – 2 of 	<p>Ceiling Finishes</p> <p>Replace existing ceiling tiles and grid throughout with a new standard commercial grade system. Allowance for a two-way exposed grid suspended system comprising mineral fibre tiles – 1200mm X 600mm square edge – 6,005 sqm allowance. Works include demolition of the existing system</p> <p>Buller Street</p> <ul style="list-style-type: none"> • Level 2 grid 7 - 14 & B - E • Level 3 grid 7 - 14 & B - G • Level 4 grid 7 - 14 & B - G <p>Waugh Street</p> <ul style="list-style-type: none"> • Level 3 grid 1 - 11 & L - P • Level 4 grid 1 - 11 & L - P <p>Note – No external soffits have been allowed for replacement.</p> <p>Flush-set plasterboard ceilings to entry area 250 sqm as per Essential Energy's fit out (orange section) Level 2 Buller Street entry. Lessee to finalise plans and issue area of flush-set ceilings to be installed to Buller street entry, Allowance of 250m² only.</p> <p>Vinyl ceiling grid ceilings to amenities and areas we need access to change air con handling units</p> <p>Buller Street</p> <ul style="list-style-type: none"> • Level 2 – Male and female toilet – Cleaners room -Tea room – store beside toilets • Level 3 – Male and female toilet • Level 4 – Male and female toilet <p>Waugh Street</p> <ul style="list-style-type: none"> • Level 3 – Copy room – Tea room – Male and Female Toilets – Disabled toilet • Level 4 – Copy room – Tea room – Male and Female Toilets – Disabled toilet <p>Painting to Plasterboard ceilings</p> <p>Buller Street</p> <ul style="list-style-type: none"> • Level 2 – Cleaners room -Tea room – store beside toilets – Entry foyer as per Essential Energy's fit out (orange section) 250sqm
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	Waugh Street
Floor Finishes	<p>• Allowance for make good to existing concrete slab</p> <p>Buller Street</p> <ul style="list-style-type: none"> • Level 2 grid 7 - 14 & B - E • Level 3 grid 7 - 14 & B - G • Level 4 grid 7 - 14 & B - G <p>Waugh Street</p> <ul style="list-style-type: none"> • Level 3 grid 1 - 11 & L - P • Level 4 grid 1 - 11 & L - P <p>Works to include:</p> <ul style="list-style-type: none"> • Removal of excess glue • Light grind • Patch and fill cracks • Self-levelling compound if required <p>Allowance for carpet tiles - 6,133sqm – 500mm X 500mm tile</p> <p>Buller Street</p> <ul style="list-style-type: none"> • Level 2 grid 7 - 14 & B - E • Level 3 grid 7 - 14 & B - G • Level 4 grid 7 - 14 & B - G <p>Waugh Street</p> <ul style="list-style-type: none"> • Level 3 grid 1 - 11 & L - P • Level 4 grid 1 - 11 & L - P <p>Works to include:</p> <ul style="list-style-type: none"> • Clean and prep floor • Seal/Prime floor • Supply and install mid-range commercial grade carpet tile 6,133sqm <p>Allowance for Tiles (300mm X 300mm grey/black colour)</p> <p>Buller Street</p> <ul style="list-style-type: none"> • Level 2 – Male/female toilet & Corridor • Level 3 – Lift 1 lobby – Male/female toilets

	<p>Waugh Street</p> <ul style="list-style-type: none"> • Level 4 – Lift 1 lobby – Male/female toilets • Level 2 - Entry Foyer • Level 3 – Lift 2/3 lobby area – Male and Female toilets – DWC toilet - Tea room • Level 4 – Lift 2/3 lobby area – Male and Female toilets – DWC toilet - Tea room
<p>Line Marking to existing marking</p> <p>Buller Street</p> <ul style="list-style-type: none"> • Level 1 & 2 – General car bays - all sides, Direction signage/arrows, Disabled bay (1 of) blue and white colours <p>Waugh Street</p> <ul style="list-style-type: none"> • Level 2 - General car bays - all sides, Direction signage arrows, Disabled bay (3 of) blue and white colours • Ramps in/out exit – Direction signage • Pedestrian crossings/pathways • Kerb edges to ramps to lift foyers • Bollards <p>Works to include:</p> <ul style="list-style-type: none"> • Wash and clean or sand down where required • Tape out concrete • Spray paint marking with Dulux Road Master A1 or equivalent 	
Wall Finishes	
<p>Allowance for painting new plasterboard linings</p> <p>Buller Street</p> <ul style="list-style-type: none"> • Level 2 – Male and female toilet – Cleaners room - Tea room – store beside toilets • Level 3 – Male and female toilet • Level 4 – Male and female toilet <p>Waugh Street</p> <ul style="list-style-type: none"> • Level 3 – Copy room – Tea room – Male and Female Toilets – Disabled toilet • Level 4 – Copy room – Tea room – Male and Female Toilets – Disabled toilet <p>Works to include:</p> <ul style="list-style-type: none"> • Sand and prep new plasterboard • Seal coat 	

	<ul style="list-style-type: none"> • Filler to patches • Two coats of Dulux Wash and Wear low sheen or equivalent <p>Allowance for painting to internal existing perimeter walls</p> <p>Buller Street</p> <ul style="list-style-type: none"> • Level 1 – N/A – brick unpainted finish • Level 2 – Gridline 7 / 14 / D - E (wall between) / B - C (wall between) / C-D • Level 3 - Gridline 14 / 7 / G / B- C (wall between) / Breezeway (including ceilings) • Level 4 - Gridline 14 / 7 / G / B- C (wall between) / Breezeway Ceilings are iron roofing and will not be painted. <p>Waugh Street</p> <ul style="list-style-type: none"> • Level 2 – N/A – brick unpainted finish • Level 3 - Gridline 1 / 11 / P / L • Level 4 - Gridline 1 / 11 / P / L
	<p>Allowance for painting existing Base Build perimeter core walls (including skirting - frames and doors, Columns)</p> <p>Buller Street</p> <ul style="list-style-type: none"> • Level 1 – Basement Concrete columns (half height) - Lift 1 shaft face walls, handrails • Level 2 – Male and female toilet – Cleaners room -Tea room - lift 1 foyer – store beside toilets • Level 3 – Male and female toilet – Lift 1 foyer – Stairs 5 • Level 4 – Male and female toilet – Lift 1 foyer – Stairs 5 <p>Waugh Street</p> <ul style="list-style-type: none"> • Level 2 – Entry foyer - Basement Concrete columns (half height) - Lift 2 & 3 shaft face walls, handrails • Level 3 – Copy room – Tea room – Male and Female Toilets – Disabled toilet - Lift 2 & 3 foyer • Level 4 – Copy room – Tea room – Male and Female Toilets – Disabled toilet- Lift 2 & 3 foyer
	<p>Allowance for wall tiling (as per mark up attached) standard white 300mm X 300mm [Please note tiling mark-ups 100mm high for tile skirting and 1200mm high for urninals]</p> <p>Buller Street</p> <ul style="list-style-type: none"> • Level 2 – Male/female toilet & Corridor • Level 3 – Lift 1 lobby- Male/female toilets • Level 4 – Lift 1 lobby - Male/female toilets <p>Waugh Street</p> <ul style="list-style-type: none"> • Level 2 - Entry Foyer

- Level 3 – Lift 2/3 lobby area – Male and Female toilets – DWC toilet – Tea room
- Level 4 – Lift 2/3 lobby area – Male and Female toilets – DWC toilet – Tea room

Bespoke Joinery	
	<p>Kitchenette, including overhead cupboards – 21 linear metres has been allowed for and we will need to interact with future fit out to establish installation location/layout.</p> <ul style="list-style-type: none"> • Laminex kitchen doors • Laminex Benchtop • Blum/Hafele hinges • New laminate base and wall units
	<p>Vanity units, mounting bracket / Laminex facing and Laminex Formica benchtop to match existing layout. Buller Street</p> <ul style="list-style-type: none"> • Level 2 – Male/female toilet – single sink units • Level 3 – Lift 1 lobby - Male/female toilets – Double sink units • Level 4 – Lift 1 lobby - Male/female toilets – Double sink units <p>Waugh Street</p> <ul style="list-style-type: none"> • Level 3 – Male and Female toilets (double and triple unit) – DWC toilet (single unit) • Level 4 – Male and Female toilets (double and triple unit) – DWC toilet (single unit)
Fixtures and Fittings	
	<p>Allowance for lockers for end of trip</p> <ul style="list-style-type: none"> • 12 double wave style lockers • Premium range B type • See Interlock brochure attached for sample
	Mirror to amenities - 21 linear meters @ 1m high – polished edges
	Mirror to PWD -3 linear meters @ 1m high – polished edges
	Grab rail for PWD toilets – stainless steel effect – [Access WC]
	Grab rails for ambient toilet cubicles – stainless steel effect [Access WC]
	Toilet roll holder - 39 of – Regal Jumbo roll dispenser lockable
	Coat hooks – 39 of
	Paper towel dispenser- 5 of to tea rooms
	Hand Dryer -17 of -JD Macdonald auto beam satin steel
	Soap Dishes – 32 of

End of Trip as per Essential Energy's proposed design

General	<ul style="list-style-type: none"> • Landlord Architect to Design and submit for tenant review. [to match proposed by tenant EGO plans and DA submission] • Prayer room/Reflection Room – Parents room – unisex WC – U.A.T to be lessee works/scope.
Internal Walls	Allowance for steel stud internal partitions; including acoustic insulation and plasterboard to both sides (assumed 2700 high)
Internal Screens	Shower screens
Internal Doors	Single leaf solid timber door
Wall Finishes	Allowance to paint new walls – Allow to paint existing where new intersects existing base walls.
Floor Finishes	Allowance for tiling walls (assumed full height to male and female WC at 2400)
Ceiling Finishes	Allowance for preparing existing floors to receive new floor finishes
Joinery	Allowance for new flooring
Sanitary Fixtures	Vinyl Ceiling Grid Ceilings.
	Vanity bench with benchtop; including splashback
	Bench/Seat
	Mirror
	Toilet roll holder
	Shower shelf
	Paper towel dispenser
	Grab rails
	Soap Dishes
Signage	Statutory signage and general way finding
Bike racks	Provisional allowance for bike parks
Hydraulics	WC
	Ceramic vanity basin
	Water fountain
	Shower
	Allowance for connecting to the existing system

Mechanical	Allowance for changes to air conditioning – Units to be on timer 5am-9am and from 9am-5am on 30 minute motion sensors
Fire Protection	Reconfigure fire for new layout
Electric Light, Power & Communication	Allowance for modification of existing light and power - EOT lighting to be on 30 minute motion sensors.
External Improvements	
Waugh st external balcony water ingress	Landlord to investigate and rectify water ingress to level 3 and 4 Waugh street external filled balcony's. No scope/proposed works to Buller street external areas or planter beds or breezeways
Entry compliance upgrades	<p>Buller and Waugh street entry – Landlords Architect to investigate upgrading handrails and tactiles/nosings to current construction codes – Subject to certifier requirements if they can be brought up to current construction codes. Once landlord architect can measure and propose changes landlord certifier can confirm they are appropriate to meet current construction codes.</p> <ul style="list-style-type: none"> • Ramp tactiles- Top and bottom • Handrails to both sides of ramps • Extend handrails at top and bottom • Step nosing's
Hydraulic Installations	
Amenities	PWD WC Suite
	WC
	Allowance for basin and mixers in toilets throughout
	Urinals and push flush system
Kitchen/tea room	Allowance for supply and installation of kitchen sinks and mixers
	Allowance for the supply and installation of new ZIP unit [5 allowed for]
Electrical Installations	
General	All Electrical installations must meet Australian Standards. Electricians to certify all works and Landlord certifier to approve.
	Isolations and disconnections

	<p>Demo - Removal of existing power outlets – Removal of cables and strip out of data cables in lightweight walls</p> <p>Supply and install temp switchboards for construction works</p> <p>All redundant cables/GPO and light switches to be removed from site</p> <p>Existing Data cables to be kept and stored in comm room ready for tenant fit out – Landlord proposes to strip back the Existing data cabling and leave in data room for lessee electrical to reuse if required. No allowance for any new cabling or reinstalling existing.</p> <p>450mm Cable trays (trapeze) @ 800lm to all levels (except basement/ carpark areas)</p> <p>Supply and install 50lm of centenary wires and cable fixings</p>
Power	<p>New 50 X 150mm ECDM skirting duct to perimeter walls on all office levels. [Lessee to specify colour of Skirting Duct from standard off the shelf colours – White, Black, Anodised]</p> <p>Buller Street</p> <ul style="list-style-type: none"> • Level 2 – Gridline [7 -14] - [C-E] • Level 3 – Gridline [7 - 14] - [C-G] • Level 4 – Gridline [7 - 14] -[C-G] <p>Waugh Street</p> <ul style="list-style-type: none"> • Level 3 – Gridline 1 – 11 – P - L • Level 4 – Gridline 1 – 11 – P - L
	<p>Distributions boards – Keeping existing but stripping out internal and installing HAG RCBO 1P 6KA C-20A 30MA A</p> <ul style="list-style-type: none"> • Level 2 – DBW2E – DBW2W – DBB2E – DBB2W • Level 3 – DBB3W – DBB3E -DBW3NW -DBW3NE • Level 4 – DBW4E – DBW4C&W – DBB4W -DBB4E
	<p>Power – Supply and install 20 number in total with one double 10A GPO at each corner of Buller and Waugh street</p> <p>Main Switchboard – upgrades to meet current Australian standards – Metering to be reused.</p>
Lighting	<p>New LED Troffer lighting – Landlord Contracted builder to provide spec and sample for lessee to approve.</p> <p>All plasterboard and Vinyl-Ceiling Grid areas will have new LEDs installed – Toilets/tearoom/Entry foyer</p> <p>Timers in the switchboard during working hours [5am-6pm] with two hour booster buttons for after hours open plan office area</p>

	<p>Buller Street</p> <ul style="list-style-type: none"> • Level 2 • Level 3 • Level 4 <p>Waugh Street</p> <ul style="list-style-type: none"> • Level 3 • Level 4
	<p>Bathroom lighting to be on sensors 30min timer.</p> <p>Master Switching</p>
	<p>Time Clock Control - 10A Time clock with BLE control and SE</p>
	<p>Emergency Lighting -</p> <ul style="list-style-type: none"> • Emg lighting points 2.5mm Purlin 10m - 80 of • Exit running man light Staniite PQFLED - 20 of • Spiffire Staniite STLSF1LED recessed - 60 of
	<p>Carpark lighting to be replaced with LED batten lights. lights with built in motion sensor on each light [15min timer]</p>

Mechanical Installations – [to meet Australian standards for the required open plan configuration.]

Demo	Isolation and disconnections
	Remove grilles
	Remove copper lines
	Remove flexi ducts
	Remove internal air handling units
	Remove outside units
	Remove all ductwork insulation
	Remove redundant material in existing MSSB units
	Remove fresh air units/fans to amenities
Rough in	Install copper lines
	Install new units to both internal and external
	Clean/blast out existing ductwork
	New external insulation (75mm – required standard) – no internal insulation has been allowed for
	Repair damage to existing ductwork
	Modify existing drainage and provide new fixings
	Modify existing MSSB boards <ul style="list-style-type: none"> • Level 2 – MSSB12 -MSSB13 – MSSB14 – MSSB15 -MSSB1
	New flex ducting
Fit off	New grilles
	Supply new I Manager HVAC management system – BMS [BMS is Design & Construct of our mechanical contractors – they have noted this most likely will be a supplier BMS system from Mitsubishi or Daikin Brands]
	Provide new filters for newly installed systems
	Commissioning and balancing of all systems to suit open plan configuration
	Note: No supplementary air conditioning has been allowed to meeting rooms as we believe this work will form part of the tenant fit out.

Transportation Systems	
Buller St Lift	Lift 1 previously replaced – no scope to alter the current set up. Lessee to maintain as per lease.
Waugh St Lifts	<p>Full replacement to lift 2 & 3</p> <ul style="list-style-type: none"> • Removal of existing hydraulic lifts • Installation of 3 phase mains to top of shaft outlet • Install of phone line to top of shaft • Lifting beams • Core drill for MAP panel • Fill all penetrations • Install control system • Install guide rails • Install 3phase synchronous hoisting motor • Install Kone N monospace cart • Commissioning and balancing



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The following list identifies by floor plates the Lessee Works as the Lessee fit out for the Lease of the above building and is not intended to traverse, reduce or amend the scope of the Lessor Works.

Any reference to "extra over" or "extra over allowance" is not intended to mean or infer the Lessor is to provide any credit or allowance to the Lessee for Lessor scope not carried out.

BULLER STREET LEVEL 2

	<u>Tenant Fit Out Scope areas</u>
2.2	FIP relocation and associated
2.4	Internal Partitions, meeting rooms and feature areas forming the fitout
2.5	Ceiling finish extra over
2.6	Doors to suit
2.7	Wall finishes, tenant upgrades
2.8	Floor finish, tenant upgrades
2.9	Joinery
2.10	Fitments
2.11	Mechanical A/C tenant meeting rooms feature areas
2.12	Electrical Lighting tenant meeting rooms feature areas etc
	<u>Demolition</u>
2.14	Demolish as required including disposal
	<u>Partitions & Ceilings</u>
2.18	Plasterboard Partitions 64mm stud
2.19	E/O to partitions for above ceiling baffles/partitions where necessary
	<u>Glazed partitions, aluminum frame, laminated glass</u>
2.21	Extra over Allowance for perforated plasterboard ceilings in meeting room and workshop
2.22	Extra over Allowance for plasterboard feature ceiling works to Entry Reception Refreshment Technology bar and kitchen areas
2.23	Allowance for acoustic panels in workshop as necessary
2.24	Glazed partitions to suit
	<u>Doors</u>
2.25	Allowance for glazed doors
2.26	Allowance for stacking doors to workshop
2.27	Allowance for sliding door to furniture store
2.28	Allowance for security screens and gates
2.29	Painting of doors to suit fit out



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BULLER STREET LEVEL 2

	<u>Wall Finishes</u>
2.31	General wall painting (all surfaces)
2.32	Allowance for vinyl feature finish to reception and other areas
2.33	Allowance for acoustic wall lining in parts of the workshop
2.34	Allowance for acoustic panels where necessary to meeting room
2.35	Allowance for specialist joinery lining
	<u>Floor Finishes</u>
2.37	Extra over Allowance to base building carpet for embellished carpet specification in meeting room, workshop, reflection room, technology zone, kitchen
2.38	Extra Over Allowance for flooring to reception and refreshment
2.39	Extra over Allowance to base building carpet for vinyl in parents room and utility
	<u>Joinery & Fitments</u>
2.42	History Wall
2.43	Laminate Tea point bench tops, shelving and storage
2.44	Reception desk and counter
2.45	Technology bar joinery
2.46	Cafe counter joinery
2.47	Parents room bench
2.48	Meeting rooms credenza, including fixing brackets wall mounted screen
2.49	Workshop joinery
2.50	Utility / Mail joinery
2.51	Parent room fitments
2.52	Other general fitments
	<u>Loose Furniture</u>
2.54	Soft seating in parents room
2.55	Seating in reflection room
2.56	Meeting room table
2.57	Meeting room chairs
2.58	Breakout areas bench table
2.59	Breakout area stools/chairs
2.60	Cafe area square table



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BULLER STREET LEVEL 2

2.61	Collaboration chairs
2.62	Cafe area rectangular table
2.63	UCL Vivo Stool Seats - Kitchen
2.64	Plaza soft seating - Zenith lunge tub chairs
2.65	Coffee table
2.66	Reception waiting soft seating and tables - as above
2.67	Reception desk chairs / stools
2.68	Reception planting
2.69	Technology bar table
2.70	Workshop chairs
2.71	Spare furniture for alternate workshop arrangements
2.72	Coffee Machine
2.73	Dishwasher
2.74	microwave
2.75	Fridge Freezers to each kitchen
2.76	Flat Panel Display screens
2.77	White boards and alike
	<u>Blinds and Window Coverings</u>
2.79	Allowance for motorized blackout curtains / blinds to workshop internal and external glazing
2.80	Blinds not within Lessor works including meeting rooms or otherwise within fitout
	<u>Signage</u>
2.81	Corporate branding signage throughout
2.82	Allowance for graphics / films
	<u>Electrical Services</u>
2.84	Additional power and data to suit fit out throughout
2.85	Allowance for feature light fittings to meeting room, workshop, refection room, technology store, breakout, reception cafe areas
2.86	General allowance for Electrical additions and adjustments to suit fit out layout throughout
	<u>Mechanical Services</u>
2.87	Allowance for augmentation of mechanical services to meeting room and workshop



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BULLER STREET LEVEL 2

	<u>Hydraulic & Fire Services</u>
2.89	Hydraulic works to parent room, kitchen and café including plumbing and PC items
2.90	Instant HWU
	<u>BWIC with Services</u>
2.92	Allowance for forming electrical floor boxes, riser modification, slab scanning, engineering and penetrations in concrete slab and other
	<u>Audio Visual / Technology</u>
2.94	A/V Componentry and install incl screens to each meeting room, room booking facilities and VC capabilities etc
	<u>Access Control</u>
2.95	Access control and security throughout including swipe, cameras etc.
	<u>Main Contractor Costs</u>
2.97	Main contractor supervision and general preliminaries
2.98	Main contractor head office overheads and margin

BULLER STREET LEVEL 3

	<u>Tenant Fit Out Scope areas:</u>
3.3	Internal Partitions, meeting rooms and feature areas forming the fitout – not core walls or perimeter
3.4	Ceiling finish extra over tenant upgrades
3.5	Doors to suit
3.6	Wall finishes, tenant upgrades
3.7	Floor finish, tenant upgrades
3.8	Joinery
3.9	Fitments
3.10	Mechanical A/C tenant meeting rooms feature areas
3.11	Electrical Lighting tenant meeting rooms feature areas
	<u>Demolition</u>
3.13	Demolish as required including disposal



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BULLER STREET LEVEL 3

	<u>Partitions & Ceilings</u>
3.17	Plasterboard Partitions 64mm stud
3.18	Plasterboard Partitions 64mm stud - insulated
3.19	Plasterboard Partitions 64mm stud - insulated lined with 9mm villa board
3.20	Glazed partitions, aluminum frame, laminated glass
3.21	E/O to partitions for above ceiling baffles/partitions where necessary
3.22	Plasterboard lining to walls fixed to stud or furring channel
3.24	Extra over allowance for perforated plasterboard ceilings in meeting rooms
3.25	Extra over allowance for set plasterboard ceiling to comms room
3.26	Extra over allowance for feature ceiling works to plaza
3.27	Allowance for removing and replacing base build ceiling tiles to accommodate new works
3.28	Extra over allowance for trims and ancillary ceiling items
	<u>Doors</u>
3.30	Allowance for glazed doors
3.31	Painting of doors to suit fit out
	<u>Wall Finishes</u>
3.33	General wall painting (all surfaces)
3.34	Allowance for whiteboard paint finish
3.35	Allowance for skirting - tenancy areas
3.36	Feature finishes
3.37	Tea point splash back
3.38	Allowance for acoustic panels where necessary
3.39	General allowance for other acoustic panels or fabric finishes as necessary



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BULLER STREET LEVEL 3

	<u>Floor Finishes</u>
3.41	Extra over Allowance for base building carpet for embellished carpet specification in meeting rooms
3.42	Extra over for Resilient Flooring in Tea Point and Comms Rooms
3.43	Extra over allowance for feature floors to plaza (Feature vinyl assumed)
3.44	General ducted skirting and other skirting allowance over and above BB scope
	<u>Joinery & Fitments</u>
3.46	Allowances based on Joinery Details
3.47	Laminate Tea point bench tops, shelving and storage
3.48	Comms / store joinery
3.49	Meeting rooms credenza, including brackets for wall mounted screens
3.50	Laminate Utility joinery, benches, wall storage units and shelving
3.51	Drop in area joinery, coat rails handles and storage
3.52	Other general joinery items
3.53	Other general fitments
	<u>Loose Furniture</u>
3.55	Workstations (Zenith sit stand - included lighting bollards)
3.56	Workstation vertical dividing screens
3.57	Pedestal units
3.58	Quiet room desk
3.59	UCI Task chairs
3.60	Meeting room tables
3.63	Meeting room chairs
3.64	Meeting Room Mirrors
3.65	Laminex Lockers
3.66	Tea point stools
3.67	Dexion sliding door storage cabinets
3.68	Dexion Tambour door storage cabinets
3.69	Small collaboration tables
3.70	Large collaboration table
3.71	Collaboration chairs

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BULLER STREET LEVEL 3

3.72	Drop in table Laminex Espresso Laguna
3.73	Drop in chairs
3.74	Kitchen chairs
3.75	Kitchen Table
3.76	Indoor planter units
3.77	Quiet Area, 2 seater chairs
3.78	Quiet Area, coffee table
3.79	Planting and green spaces
3.80	Other loose furniture items
3.81	Tea room appliances - see below
3.82	Coffee Machine
3.83	Dishwasher
3.84	Microwave
3.85	Fridge Freezers to each kitchen
3.86	Flat Panel Display screens
	<u>Blinds and Window Coverings</u>
3.89	Allowance for window film, graphics and compliance strips
3.90	Blinds not within Lessor works including meeting rooms or otherwise within fitout
	<u>Signage</u>
3.91	Extra over Allowance for graphics / films
	<u>Electrical Services</u>
3.93	Allowance for feature lights and pendants to meeting rooms , and plaza area
3.94	General allowance for relocating base building light fittings to accommodate fit out layout
3.95	General allowance for Electrical additions and adjustments to suit fit out layout throughout
	<u>Mechanical Services</u>
3.96	Allowance for augmentation of mechanical services to meeting rooms and feature areas
	<u>Hydraulic & Fire Services</u>
3.98	See General allowance for Electrical additions and adjustments to suit fit out layout

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BULLER STREET LEVEL 3

	<u>BWIC with Services</u>
3.100	Allowance for forming electrical floor boxes, riser modification, slab scanning, engineering and penetrations in concrete slab and other
	<u>Audio Visual / Technology</u>
3.102	A/V Componentry and install incl screens to each meeting room, room booking facilities and VC capabilities etc
	<u>Access Control</u>
3.104	Access control and security throughout including swipe, cameras etc.
	<u>Main Contractor Costs</u>
3.106	Allowance for scaffold access for material movement
3.107	Main contractor supervision and general preliminaries
3.108	Main contractor head office overheads and margin

BULLER STREET LEVEL 4

	<u>Tenant Fit Out Scope areas:</u>
4.3	Internal Partitions , meeting rooms and feature areas forming the fitout
4.4	Ceiling finish extra over tenant upgrades
4.5	Doors to suit
4.6	Wall finishes , tenant upgrades
4.7	Floor finish , tenant upgrades
4.8	Joinery
4.9	Fitments
4.10	Mechanical A/C tenant meeting rooms feature areas
4.11	Electrical Lighting tenant meeting rooms feature areas
	<u>Demolition</u>
4.13	Demolish as required including disposal

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BULLER STREET LEVEL 4

	<u>Partitions & Ceilings</u>
4.17	Plasterboard Stud partitions
4.18	Plasterboard Partitions 64mm stud - insulated
4.19	Plasterboard Partitions 64mm stud - insulated lined with 9mm villa board
4.20	Glazed partitions aluminum frame, laminated glass
4.21	Glazed partitions aluminum frame Vlam hush translucent laminated glass
4.22	E/O to partitions for above ceiling baffles/partitions where necessary
4.23	Plasterboard lining to walls fixed to stud or furring channel
4.24	Extra over allowance for perforated plasterboard ceilings in meeting rooms and board room
4.25	Extra over allowance for set plasterboard ceiling to comms room
4.26	Extra over allowance for feature ceiling works to plaza
4.27	Allowance for removing and replacing base build ceiling tiles to accommodate new works
4.28	Allowance for trims and ancillary ceiling items
	<u>Doors</u>
4.30	Allowance for glazed doors (single)
4.31	Add sliding doors to board room
4.32	Painting of doors to suit fit out
	<u>Wall Finishes</u>
4.34	General wall painting (all surfaces)
4.35	Allowance for whiteboard paint finish
4.36	Allowance for skirting - tenancy areas
4.37	Acoustic wall sheeting
4.38	Glazed Film finish
4.39	Specialist joinery panel finish to isolated columns
4.40	Allowance for feature finishes lift lobby, breakout area
4.41	Tea point splash back
4.42	Add allowance for acoustic wall panels in board room

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BULLER STREET LEVEL 4

	<u>Floor Finishes</u>
4.44	Extra over allowance for E/O to base building carpet for embellished carpet specification in meeting rooms -
4.45	Extra over allowance for E/O to base building carpet for embellished carpet specification in board room
4.46	Extra over allowance for E/O to base building carpet for vinyl in comms room and tea point
4.47	Extra over allowance for feature floors to plaza (Feature vinyl assumed)
4.48	Extra over for Resilient Flooring in Tea Point and Comms Rooms
4.49	Extra over allowance General ducted skirting and other skirting allowance
	<u>Joinery & Fitments</u>
4.51	Allowances based on Joinery Details
4.52	Laminate Tea point bench tops, shelving and storage
4.53	Comms / store joinery
4.54	Board room credenza
4.55	Meeting rooms credenza, including brackets for wall mounted screens
4.56	Laminate Utility joinery, benches, wall storage units and shelving
4.57	Drop in area joinery, coat rails handles and storage
4.58	Other general joinery items
4.59	Other general fitments
	<u>Loose Furniture</u>
4.61	Workstations WB.4 (Zenith sit stand - included lighting bollards)
4.62	Bespoke pedestal units
4.63	Quiet room desk
4.64	UCI Task chairs
4.67	Meeting room chairs
4.68	Laminex Lockers
4.69	Tea point stools
4.70	Dexion sliding door storage cabinets
4.71	Dexion Tambour door storage cabinets
4.72	Small collaboration tables
4.73	Large collaboration table
4.74	Collaboration chairs

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BULLER STREET LEVEL 4

4.75	Drop in table Laminex Espresso Laguna
4.76	Hot desk Laminex Elegant Oak
4.77	Hot desk chairs
4.78	Drop in chairs
4.79	Kitchen chairs
4.80	Kitchen table
4.81	Indoor planter units
4.82	Coffee Machine
4.83	Dishwasher
4.84	Microwave
4.85	Fridge Freezers to each kitchen
4.86	Other loose furniture items
4.87	Board room furniture
4.88	Flat Panel Display screens
	<u>Blinds and Window Coverings</u>
4.91	Allowance for window film, graphics and compliance strips
4.92	Blinds not within Lessor works including meeting rooms or otherwise within fitout
	<u>Signage</u>
4.93	Extra over allowance for graphics / films / signage and numbering etc
	<u>Electrical Services</u>
4.95	Allowance for feature light fittings to plaza
4.96	Allowance for feature lights and pendants to meeting rooms
4.97	General allowance for relocating base building light fittings to accommodate fit out layout
4.98	General allowance for Electrical additions and adjustments to suit fit out layout throughout
	<u>Mechanical Services</u>
4.99	Allowance for augmentation of mechanical services to meeting rooms and feature areas

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BULLER STREET LEVEL 4

	<u>BWIC with Services</u>
4.103	Allowance for forming electrical floor boxes, riser modification, slab scanning, engineering and penetrations in concrete slab and other
	<u>Audio Visual / Technology</u>
4.105	A/V Componentry and install incl screens to each meeting room, room booking facilities and VC capabilities etc
	<u>Access Control</u>
4.107	Access control and security throughout including swipe, cameras etc.
	<u>Main Contractor Costs</u>
4.109	Allowance for scaffold access for material movement all levels
4.110	Main contractor supervision and general preliminaries
4.111	Main contractor head office overheads and margin
4.112	Allowance for protection of warm shell to facilitate the fitout works to all levels incl hoarding, floor protection and modifications

BUILDING LINK

	<u>Scope</u>
5.2	Demolish and disposal including fixtures and installations as required to facilitate new fit out. New glazed panels, door modifications, handrail and balustrade modifications as currently documented. New ceiling grid and ceiling tiles, new registers, feature lights, loose furniture, fitments, and installations Flooring as required Graphics and feature elements
	<u>Main Contractor Costs</u>
5.6	Main contractor supervision and general preliminaries
5.7	Main contractor head office overheads and margin

WAUGH ST LEVEL 3

	<u>Tenant Fit Out Scope areas:</u>
6.3	Internal Partitions , meeting rooms and feature areas forming the fitout
6.4	Ceiling finish extra over tenant upgrades
6.5	Doors to suit
6.6	Wall finishes , tenant upgrades
6.7	Floor finish , tenant upgrades
6.8	Joinery

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WAUGH STREET LEVEL 3

6.9	Fitments
6.10	Mechanical A/C tenant meeting rooms feature areas
6.11	Electrical Lighting tenant meeting rooms feature areas
	<u>Demolition</u>
6.13	Demolish as required including disposal
	<u>Partitions & Ceilings</u>
6.17	Plasterboard Partitions
6.18	Plasterboard Partitions 64mm stud - insulated
6.19	Plasterboard Partitions 64mm stud - insulated overall ht 2.8m (100 above fcl)
6.20	E/O to partitions for above ceiling baffles/partitions where necessary
6.21	Plasterboard bulkhead and brace to slab soffit
6.22	Glazed partition, aluminium framed laminated glass
6.23	Allowance for standalone visual management boards
6.24	Extra over allowance for perforated plasterboard ceilings in meeting rooms and multipurpose room
6.25	Extra over allowance for set plasterboard ceiling to comms room, Quiet rooms, First Aid, Pop in Utility rooms
6.26	Extra over allowance for feature ceiling works to plaza and reception
6.27	Extra over Allowance for feature ceiling works to central drop in area
6.28	Allowance for removing and replacing base build ceiling tiles to accommodate new works
6.29	Extra over allowance for trims and ancillary ceiling items
	<u>Doors</u>
6.31	Allowance for glazed doors (single)
6.32	Allowance for glazed doors (double)
6.33	Painting of doors to suit fit out
	<u>Wall Finishes</u>
6.35	General wall painting (all surfaces)
6.36	Allowance for whiteboard paint finish
6.37	Allowance for skirting to tenancy areas

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WAUGH STREET LEVEL 3

6.38	Acoustic wall sheeting
6.39	Glazed film finish
6.40	Specialist Joinery wall lining
6.41	Specialist joinery panel finish to isolated columns
6.42	Allowance for wall graphics
6.43	feature finishes lift lobby, breakout area -
6.44	Kitchen splash back
	<u>Floor Finishes</u>
6.46	Extra over allowance for E/O to base building carpet for embellished carpet specification in meeting rooms and multipurpose rooms - Allowed for carpet supply)
6.47	Extra over allowance for E/O to base building carpet for vinyl in drop in area and lift lobby and corridor
6.48	Extra over allowance for feature floors to plaza and reception and first aid (Resilient Plank Flooring)
6.49	Extra over allowance for Carpet Tiles to Quiet rooms, pop in and utility rooms
6.50	Extra over allowance for Carpet Tiles to Multipurpose room
6.51	General ducted skirting and other skirting allowance and perimeter works
	<u>Joinery & Fitments</u>
6.53	Allowance based on Joinery Details
6.54	Laminate Tea point / kitchen bench tops, shelving and storage
6.55	Comms / store joinery
6.56	Meeting rooms credenza, including brackets for wall mounted screens
6.57	Laminate Utility joinery, benches, wall storage units and shelving
6.58	First aid room storage and benches
6.59	Collaboration both joinery / seating
6.60	Drop in area joinery, coat rails handles and storage, screen mounting brackets, storage cupboards and fitments
6.61	Allowance for Joinery items Multipurpose room
6.62	Desks and joinery
6.63	Other general joinery items
6.64	Other general fitments

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WAUGH STREET LEVEL 3

	<u>Loose Furniture</u>
6.66	Workstations (Zenith sit stand – included lighting bollards)
6.67	Pedestal units
6.68	Quiet room desk /First aid desk
6.69	First aid bed (paragon care C210)
6.70	First aid table, waste container and container lid
6.71	Task chairs
6.72	Meeting room tables
6.74	Multi purpose room tables
6.75	Meeting room chairs
6.76	Lockers (stacked)
6.77	Dexion sliding door storage cabinets
6.78	Dexion Tambour door storage cabinets
6.79	Small collaboration tables
6.80	Large collaboration table
6.81	Collaboration chairs
6.82	Drop in tables - Workspace Track 4000
6.83	Drop in seating - UCI Task chair - colour red
6.84	Plaza soft seating - Zenith Lounge tub chair
6.85	Coffee tables
6.86	UCI Vivo Stool Seats - Kitchen
6.87	Coffee Machine
6.88	Dishwasher
6.89	Microwave
6.90	Fridge Freezers to each kitchen
6.91	Focused working modules
6.92	Pop in soft seating - Workarena Eeni Swivel
6.93	Pop in coffee tables
6.94	Indoor planter units
6.95	Planting and green spaces
6.96	Other loose furniture items
6.97	Flat Panel Display screens

Project: Essential Energy – Buller & Waugh	Details: Lessee Works
Building: 8 Buller St, Port Macquarie NSW	

WAUGH STREET LEVEL 3

	<u>Blinds and Window Coverings</u>
6.100	Blinds not within Lessor works including meeting rooms or otherwise within fitout
	<u>Signage</u>
6.102	Extra over allowance for graphics / films / numbering etc
	<u>Electrical Services</u>
6.104	Allowance for feature and pendant lighting to meeting rooms and feature areas including wiring and containment
6.105	General allowance for relocating base building light fittings to accommodate fit out layout
6.106	General allowance for Electrical additions and adjustments to suit fit out layout throughout
	<u>Mechanical Services</u>
6.107	Allowance for augmentation of mechanical services to meeting rooms, multipurpose room, and other feature areas
	<u>BWIC with Services</u>
6.111	Allowance for forming electrical floor boxes, riser modification, slab scanning, engineering and penetrations in concrete slab and other
	<u>Audio Visual / Technology</u>
6.113	AV Componentry and install incl screens to each meeting room, room booking facilities and VC capabilities etc
	<u>Access Control</u>
6.115	Access control and security throughout including swipe, cameras etc.
	<u>Main Contractor Costs</u>
6.117	Main contractor supervision and general preliminaries
6.118	Main contractor head office overheads and margin

Project: Essential Energy – Buller & Waugh
Building: 8 Buller St, Port Macquarie NSW

Details: Lessee Works

WAUGH STEEET LEVEL 4

<u>Tenant Fit Out Scope areas</u>	
7.3	Internal Partitions, meeting rooms and feature areas forming the fitout
7.4	Ceiling finish extra over tenant upgrades
7.5	Doors to suit
7.6	Wall finishes, tenant upgrades
7.7	Floor finish, tenant upgrades
7.8	Joinery
7.9	Fitments
7.10	Mechanical A/C tenant meeting rooms feature areas
7.11	Electrical Lighting tenant meeting rooms feature areas
<u>Demolition</u>	
7.13	Demolish as required including disposal
<u>Partitions & Ceilings</u>	
7.17	Plasterboard Partitions
7.18	Plasterboard Partitions 64mm stud - insulated
7.19	Plasterboard Partitions 64mm stud - insulated overall ht 2.8m (100 above fcl)
7.20	E/O to partitions for above ceiling baffles/partitions where necessary
7.21	Plasterboard bulkhead frame and brace to slab soffit
7.22	Glazed partition, aluminum framed laminated glass
7.23	Plasterboard lining to walls fixed to stud or furring channel
7.24	Allowance for standalone visual management boards
7.25	Extra over allowance for perforated plasterboard ceilings in meeting rooms
7.26	Extra over allowance for set plasterboard ceiling to comms room, pop in and utility rooms
7.27	Extra over allowance for feature ceiling works to plaza
7.28	Extra over allowance for feature ceiling works to central drop in area
7.29	Allowance for removing and replacing base build ceiling tiles to accommodate new works
7.30	Extra over allowance for trims and ancillary ceiling items

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Details: Lessee Works

WAUGH STEEET LEVEL 4

	<u>Doors</u>
	Allowance for glazed doors (single)
7.33	Painting of doors to suit fit out
	<u>Wall Finishes</u>
	General wall painting (all surfaces)
7.36	Allowance for whiteboard paint finish
7.37	Allowance for skirting to tenancy areas
7.38	Feature finishes lift lobby, breakout area
7.39	Acoustic wall lining
7.40	Glazed Film finish
7.41	Specialist Joinery wall lining
7.42	Kitchen splash back
7.43	Allowance for wall graphics
	<u>Floor Finishes</u>
7.45	Extra over allowance for E/O to base building carpet for embellished carpet specification in meeting rooms
7.46	Extra over allowance to base building carpet for vinyl in drop in area
7.47	Extra over allowance for feature floors to plaza (resilient plank flooring)
7.48	Extra over allowance for carpet tiles in pop in and utility rooms
7.49	General ducted skirting and other skirting to perimeter works
	<u>Joinery & Fitments</u>
7.51	Allowance based on Joinery details
7.52	Laminate Tea point / kitchen bench tops, shelving and storage
7.53	Comms / store joinery
7.54	Meeting rooms credenza, including brackets for wall mounted screens
7.55	Laminate Utility joinery, benches, wall storage units and shelving
7.56	Drop in area joinery, coat rails handles and storage screen mounting brackets, storage cupboards and fitments
7.57	Quiet room and pop in room joinery
7.58	Other general joinery items
7.59	Other general fitments

Project: Essential Energy – Buller & Waugh
Building: 8 Buller St, Port Macquarie NSW

Details: Lessee Works

WAUGH STEEET LEVEL 4

	<u>Loose Furniture</u>
7.61	Workstations (Zenith sit stand - included lighting bollards)
7.62	Pedestal units
7.63	Quiet room desk
7.64	Task chairs
7.65	Meeting room tables
7.69	Meeting room chairs
7.70	Lockers (stacked)
7.71	Dexion sliding door storage cabinets
7.72	Dexion Tambour door storage cabinets
7.73	Small collaboration tables
7.74	Collaboration chairs
7.75	Drop in tables - Workspace Track 4000
7.76	Drop in seating - UCI Task chair - color red
7.77	Plaza soft seating - Zenith lunge tub chairs
7.78	Coffee tables
7.79	UCI Vivo Stool Seats - Kitchen
7.80	Coffee Machine
7.81	Dishwasher
7.82	Microwave
7.83	Fridge Freezers to each kitchen
7.84	Focused working modules
7.85	Pop in soft seating - Workarena Eeni Swivel
7.86	Pop in coffee tables
7.87	Indoor planter units
7.88	Chit chat furniture
7.89	Other loose furniture items
7.90	Flat Panel Display screens

Project: Essential Energy – Buller & Waugh	Details: Lessee Works
Building: 8 Buller St, Port Macquarie NSW	

WAUGH STEEET LEVEL 4

	<u>Blinds and Window Coverings</u>
7.93	Blinds not within Lessor works including meeting rooms or otherwise within fitout
	<u>Signage</u>
7.95	Extra over allowance for graphics / films / numbering etc
	<u>Electrical Services</u>
7.97	Allowance for feature and pendant lighting including wiring and containment
7.98	General allowance for relocating base building light fittings to accommodate fit out layout
7.99	General allowance for Electrical additions and adjustments to suit fit out layout throughout
	<u>Mechanical Services</u>
7.100	Allowance for augmentation of mechanical services to meeting rooms and feature areas
	<u>BWIC with Services</u>
7.104	Allowance for forming electrical floor boxes, riser modification, slab scanning, engineering and penetrations in concrete slab and other
	<u>Audio Visual / Technology</u>
7.106	A/V Componentry and install incl screens to each meeting room, room booking facilities and VC capabilities etc
	<u>Access Control</u>
7.108	Access control and security throughout including swipe, cameras etc.
	<u>Main Contractor Costs</u>
7.110	Main contractor supervision and general preliminaries
7.111	Main contractor head office overheads and margin

IN BUILDING 4G COVERAGE SOLUTION

8.1	Telstra 4 G Inbuilding Coverage Solution



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admin@infocuslegal.com.au

FILM WITH
AP361951



Your Ref:
Our Ref: DS:LEW003

18 June 2019

NSW Land Registry Services
GPO Box 15
Sydney NSW 2001

Dear Sirs

Caveat: AP300681
Caveator: Port Macquarie CT Pty Ltd ACN 629 962 205
Property: Folio Identifier 1/1017723

We act for the caveator.

The caveator under the caveat hereby consents to the registration of Lease from Sentinel Regional Office Pty Ltd ACN 614 553 883 to Essential Energy ABN 37 428 185 226 ("**New Lease**").

The caveator also consents to the surrender of lease 7342460 but only if required to enable registration of the New Lease.

Yours sincerely,
Infocus Legal

Dorian Sarkissian
Principal
dorian@infocuslegal.com.au

Box : 659M

SCOTT ASHWOOD PTY LTD .
P.O. Box 4103
Sydney 2001



ABN: 23 519 493 925
GPO Box 15
Sydney NSW 2001
DX 17 SYDNEY
P: 02 8776 3575
W: www.nswlrs.com.au

Date: 1/7/2019

REGISTRATION NOTICE

THE UNDERMENTIONED DEALING(S) WERE REGISTERED/RECORDED ON 1/7/2019

DEALING NUMBERS: AP361950 DL
AP361951 L

LODGMET INVOICE NUMBER: D721200

YOUR REFERENCE: 52810

TITLE REFERENCE

1/1017723

CT DIRECTION

CORD: COMMONWEALTH BANK OF AUSTRALIA

REGISTRAR GENERAL