

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

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

PARTIES

Between JOUSON INVESTMENTS PTY LTD Landlord
(Name, address, ABN and email address* (see note))

whose agent is _____ **Agent**

(Name, business address, ABN and email address* (see note))

and **GREENROOM ROBOTICS PTY LTD** Tenant

UNIT 202 22 (Name, business address, ABN and email address (see note)) 11A 6000

and JAMES ROBERT KEANE, 465 THOMPSON ROAD, NTH FULLMONT, Guarantor

LA 6159 & Harry Russell Hubbard, 34 TRAINER ST, MURRHEAR
NT 0810

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

GST REGISTRATION

The Landlord is registered for GST ☒ Yes ☐ No

The Tenant is registered for GST ☒ Yes ☐ No

PREMISES

The Landlord leases the premises known as UNIT 36, 20-28 MADDOX ST, ALBANY, NY 12208 (address)
LOT 62 IN SP 72540 (title reference) (Premises) NSU 2015

including all the Landlord's Property.

PERMITTED USE

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

RENT

Except as otherwise provided the rent is \$ 3166-67 (excl. GST)

per MONTH with the first instalment equal to an amount of \$3166.67 + GST commencing on 26 / 9 / 2022
and payable in advance by the Tenant on the 26TH day of every MONTH

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

TERM

The term of this lease is TWO YEARS

commencing on 26/09/2022 (Commencing Date) and ending on 25/09/2022 (Terminating Date).

SECURITY DEPOSIT/BANK GUARANTEE (tick applicable box)

The Security Deposit or Bank Guarantee is for an amount equal to \$ 10,450 -

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

OPTION

Subject to clause 26 of this lease the Landlord offers a renewal of this lease for a further term of 11 years

and 11 months.

RENT REVIEW METHOD AND DATES

Refer to clause 27 of this lease.

HOLDING OVER

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

OUTGOINGS Tick applicable box and specify percentage:

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

OR

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

INSURANCE

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

☒ \$20,000,000

OR

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

CONDITIONS

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

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

THE LANDLORD AGREES:

Security

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

Use of Premises

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

Rates and Taxes

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

Tax Invoices

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

THE TENANT AGREES:

Rent

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

Consents

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

Charges

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

Care and Security of Premises

8. To take care of the Premises and to keep them in a clean and secure condition, and in particular:
 - i To make no alterations or additions to the Premises, including the erection of any sign or antenna or the installation of an air-conditioning unit, solar panels or any mechanical services, without the prior written consent of the Landlord.
 - ii Not to do any decorating that involves marking, defacing or painting any part of the Premises, without the prior written consent of the Landlord.
 - iii Not to put anything down any sink, toilet or drain likely to cause obstruction or damage.
 - iv Not to keep animals on the Premises, without the prior written consent of the Landlord.
 - v To notify the Landlord promptly of any infectious disease and take all necessary steps and actions to keep the Premises free of any pest, insect or vermin.
 - vi To ensure that rubbish is not accumulated on the Premises and to remove all trade refuse regularly and in a manner acceptable to the Landlord, and to sort and deposit any refuse that is suitable for recycling in the correct recycling receptacles (if any) provided in the Building and/or on the Premises.
 - vii To notify the Landlord promptly of any loss, damage, accident or defect in or on the Premises as soon as the Tenant becomes aware of the issue.
 - viii To keep the Premises clean and tidy at all times. Unless clause 32 applies, if the Tenant engages an independent cleaning contractor to clean the Premises, it must provide details of such contractor to the Landlord or the Agent as required by the Landlord and/or the Agent.
 - ix Secure the Premises when they are unoccupied and comply with the Landlord's directions or instructions from time to time in relation to the security, fire, safety or related requirements and procedures of the Building.
 - x To undertake any works in relation to the Premises as required by legislation from time to time, at the Tenant's cost and subject to the Landlord's prior written approval of such works (not to be unreasonably withheld), including but not limited to works on any external door or window and associated catch or locking mechanism.
 - xi Except to the extent required for the Permitted Use stated on the front page of this lease, not bring onto, store, use, manufacture, produce or release any inflammable substance or dangerous substance onto the Premises or the land on which the Premises are situated.
 - xii Must not do anything in or around the Premises or Building that may cause annoyance, nuisance, danger, damage, disturbance or offence to the occupiers or owners of any nearby premises or to the Landlord.

Permitted Use and Occupation

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

Rules and Regulations

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

Insurance

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

Risk and Indemnity

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

Outgoings

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

OR

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

AIR CONDITIONING:

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

BOTH PARTIES AGREE THAT:

Unforeseen Event

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

Inspections and Condition of Premises

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

Repairs and Maintenance

18. i The Tenant must keep the Premises and the Landlord's Property in good repair and condition, and must repair any damage to the Premises or the Landlord's Property caused or contributed to by the neglect, breach or negligence of the Tenant or the Tenant's employees, officers, agents, contractors or invitees. Any repair or maintenance must be carried out at the cost of the Tenant in a proper and workmanlike manner by suitably licensed and appropriately insured contractors. The Tenant must maintain and keep in good repair and condition in the Premises any fire equipment and essential services equipment that is required from time to time by any relevant authority.
- ii The Tenant must ensure that all necessary and required inspections relating to facilities in the Premises, including, but not limited to, air-conditioning systems, fire equipment, essential services equipment and lifts (as applicable), are undertaken at appropriate periodic intervals and that all associated certifications are issued. The Tenant must promptly provide to the Landlord a copy of any such certification.
- iii The Tenant must ensure that, at all times, the Tenant and the Tenant's employees, officers, agents, contractors and invitees comply with all laws, rules and regulations relating to the use or occupation of the Premises including all applicable work, health and safety legislation.
- iv The Tenant is not responsible for repairing fair wear and tear or for any repair, replacement or maintenance to the extent that it is necessary as a result of fire, storm water, lightning, storm, flood, explosion, riot, civil commotion or terrorism, but except to the extent that any fair wear and tear is caused by or such repair, replacement or maintenance is rendered necessary by any particular use of, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.
- v The Tenant is not required to carry out or contribute to any costs or expenses of any works of a capital or structural nature except to the extent that the works are rendered necessary by any particular use of or damage by, or neglect, breach, unlawful act or omission or negligence of, the Tenant or the Tenant's employees, officers, agents, contractors or invitees.

Access

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

Costs, Disbursements and Expenses

20. i The Tenant must pay their own legal costs, disbursements and expenses and must pay the reasonable legal costs, disbursements and expenses of the Landlord in relation to the preparation, negotiation and execution of this lease. **-CAPPED AT \$600+GST.**
- ii The Tenant must pay the stamp duty and registration fees (if any) payable in connection with this lease.
- iii The Tenant must pay all legal costs, disbursements and expenses of the Landlord in relation to any breach by the Tenant (including, without limit, in connection with any breaches set out in clause 28) and the exercise or proposed exercise of any right, power or remedy available to the Landlord.
- iv The Tenant must pay the Landlord's costs, disbursements and expenses reasonably incurred by the Landlord in connection with a request by the Tenant for the Landlord's consent under this lease whether such consent is granted or not.
- v By way of demand, the Landlord must provide the Tenant with a copy of any account presented to the Landlord in respect of any of the Landlord's costs, disbursements and expenses referred to in this clause (as may be applicable) and the Tenant must reimburse the Landlord such costs, disbursements and expenses within 14 days of the Tenant being provided with the Landlord's demand.

GST

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

Compliance with laws

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

Notices

23. Any written notice required or authorised by this lease:

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

Mitigation

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

Disputes

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

Renewal/Option

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

27. Rent Review

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

☐ 27A Market Review

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

☐ Other:

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

☐ **27B CPI Review**

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

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

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

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

☒ **27C Fixed Percentage**

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

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

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

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

The fixed percentage (FP) is:

☐ **27D Fixed Amount**

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

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

$$X2 = X1 + FA$$

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

The fixed amount (FA) is:

Termination

28. i If this lease has become a periodic lease from month to month, the Landlord or Tenant may terminate it by giving 1 months' written notice to the other party.
- ii The Landlord will have the right to terminate this lease by written notice to the Tenant and re-enter the Premises or to continue this lease as a periodic lease from week to week:
- a where the Landlord has given the Tenant a notice of breach and the Tenant has not remedied the breach within the period specified in the notice;
 - b where the Tenant has failed to pay rent for a period in excess of 14 days, whether formally demanded or not;
 - c where the Tenant has seriously or persistently breached any clause of this lease; or
 - d to the extent permitted by law, upon the Tenant and/or Guarantor being declared bankrupt or insolvent according to the law or making any assignment for the benefit of creditors or taking the benefit of any Act now or hereafter to be in force for the relief of bankrupts or insolvents. (Section 85 (1) (d) of the *Conveyancing Act 1919*, as amended, is hereby varied accordingly.)

- iii If the Landlord intends to exercise its right to continue this lease as a periodic lease from week to week, it must serve the Tenant with a written notice stating the reason and informing the Tenant of the variation to this lease. Upon service of the notice, this lease must continue with all its conditions, except for the Term and holding over conditions, as a periodic lease from week to week, which may be terminated by 7 days' written notice from the Landlord or Tenant.
- iv The Landlord will have the right to re-enter the Premises without giving notice if there are reasonable grounds to believe the Premises have been abandoned.
- v Any action by the Landlord or the Tenant in accordance with clauses 28(ii), 28(iii), 28(iv) or (vi), will not affect any claim for damages in respect of a breach of a term or condition of this lease.
- vi Upon termination or expiry of this lease, the Tenant must remove from the Premises all of the Tenant's Property, including removal and re-alteration of any additions and alterations made by the Tenant, except any item which the Landlord has notified the Tenant that it need not be removed. The Tenant must promptly make good any damage or defacement occasioned to any part of the Premises in the course of such removal and/or re-alteration, failing which the Landlord may, but is not obliged to, do any works as necessary to repair the damage or defacement and to restore and make good the Premises to a clean and tidy condition free from rubbish in accordance with this sub-clause and clause 28(vii), at the Tenant's expense.
- vii Upon the termination or expiry of this lease for any reason, the Tenant must promptly and peacefully give the Landlord vacant possession of the Premises in the condition it was in on the Commencing Date and in the state of repair required by this lease and must, at the same time, hand over all keys, security cards and passes for the Premises and/or the Building.

29. Termination Notice by Landlord

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

Redecoration

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

Parting With Possession

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

Cleaning

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

Strata Title Conversion

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

Work Health and Safety

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

Guarantor's Liability

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

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

36. i In this clause, "Bank Guarantee" means a guarantee given by an Australian bank acceptable to the Landlord (in its absolute discretion) that:
- a is irrevocable, unconditional and has an expiry date falling not earlier than 6 months after the Terminating Date;
 - b is on terms that the Landlord accepts in its absolute discretion;
 - c requires the bank to pay on demand, whether by one or more requests, the amount equivalent to the amount stated on the front page of this lease under the heading "Security Deposit/ Bank Guarantee";
 - d is drawn in favour of the Landlord to cover "all of the Tenant's obligations under the lease for the Premises and any associated documents"; and
 - e is not in an electronic or digital form.
- ii On or before the Commencing Date, the Tenant must deliver the Bank Guarantee to the Landlord.
- iii The Bank Guarantee is security for the Tenant's performance under this lease and, for the avoidance of doubt, the Landlord or Landlord's Agent may apply the Bank Guarantee to recover any costs or expenses incurred by the Landlord or its Agent in carrying out the Tenant's obligations which the Tenant has failed to carry out under this lease.
- iv The Landlord may call on the Bank Guarantee at any time.
- v The Tenant must not do anything which could prevent or delay payment by the bank to the Landlord under the Bank Guarantee.
- vi If the Landlord calls on the Bank Guarantee, then the Tenant must deliver to the Landlord a replacement or additional Bank Guarantee so that the amount of the security held by the Landlord under this clause 36 is equal to the amount stated on the front page of this lease under the heading "Security Deposit/ Bank Guarantee".
- vii The Landlord or the Landlord's Agent is under no obligation to return the Bank Guarantee to the Tenant until all the Tenant's obligations under this lease have been satisfied.
- viii The Tenant must deliver the replacement Bank Guarantee or additional Bank Guarantee to the Landlord within 5 Business Days after the Landlord gives the Tenant a notice asking for it.
- ix The Landlord's appropriation of an amount against the Bank Guarantee:
- a does not constitute a waiver of a failure by the Tenant to fulfil its obligations; and
 - b does not prejudice any other remedy or right of the Landlord for that failure.
- x If the Landlord sells, transfers or otherwise disposes of the Premises or the land on which the Building is situated, the Tenant must, within 10 Business Days after being requested by the Landlord or the Agent to do so, deliver to the Landlord a replacement Bank Guarantee for the amount equivalent to the amount stated on the front page of this lease under the heading "Security Deposit/ Bank Guarantee" drawn in favour of the purchaser, transferee or donee.
- xi The Lessee's obligations under this clause are essential terms of this lease.
- xii If in the Landlord's opinion, acting reasonably, the Tenant has satisfied all of its obligations under this lease then the Landlord must return the Bank Guarantee to the Tenant after the Terminating Date.
37. i As security for the performance and observance by the Tenant of the terms and conditions of this lease, the Tenant must pay on or before the Commencing Date in favour of the Landlord a security deposit for the amount stated on the front page of this lease under the heading "Security Deposit/Bank Guarantee" (**Security Deposit**). The Security Deposit must be paid to the Landlord's Agent or the Landlord's solicitor as directed by the Landlord. The Security Deposit must be held in trust for the exclusive benefit of the Landlord by either the Landlord's Agent or the Landlord's solicitor. All costs and fees relating to the trust account (if any) must be at the Tenant's cost. The Tenant is not entitled to any interest earned on the Security Deposit if the Landlord directs the Landlord's Agent or the Landlord's solicitor to invest the Security Deposit in an interest bearing account. Any interest earned on the Security Deposit will be the property of the Landlord.
- ii The Landlord, the Landlord's Agent or the Landlord's solicitor is entitled to deduct from the Security Deposit an amount equal to any money due but unpaid for more than 14 days by the Tenant to the Landlord under this lease or to satisfy any other obligation of the Tenant which is not satisfied or outstanding during the Term or on determination of this lease (including, without limitation, any costs or expenses incurred by the Landlord or the Landlord's Agent in carrying out the Tenant's obligations which the Tenant has failed to carry out under this lease). If a deduction is made from the Security Deposit, the Tenant must replace the amount deducted within 5 Business Days of written request by the Landlord, the Landlord's Agent or the Landlord's solicitor so that, at all times throughout the Term, the Security Deposit is for the amount required to be provided as stated on the front page of this lease. The Landlord and the Landlord's Agent are under no obligation to return the Security Deposit to the Tenant until after the later of the Terminating Date and all the Tenant's obligations under this lease having been satisfied.

Essential terms

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

No Reliance

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

Variation

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

Severability

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

Entire Agreement

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

Governing Law

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

Definitions and Interpretation

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

45. 566 ATTACHED SPECIAL CONDITIONS.

SPECIAL CONDITIONS

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

RULES AND REGULATIONS

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

PLEASE READ THIS LEASE CAREFULLY BEFORE AND AFTER EXECUTION

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

SIGNED BY THE LANDLORD – where the Landlord is an individual

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

Signature of Landlord/
Authorised Representative

Date

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

Power of Attorney (attach a copy)

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

Signature of Witness

Name of Witness (this must be stated)

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

Signature of Landlord/
Authorised Representative

Date

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

Power of Attorney (attach a copy)

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

Signature of Witness

Name of Witness (this must be stated)

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

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

EXECUTED for and on behalf of

ACN

pursuant to sections 127 and 128 of the *Corporations Act 2001* (Cth):

Signature of Director/Secretary/
Authorised Representative

Date

Signature of Director/Secretary/
Authorised Representative

Date

Name of Signatory (this must be stated)

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

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

Authority of Signatory (delete whichever is not applicable)

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

SIGNED BY THE TENANT - where the Tenant is an individual

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

Signature of Tenant/
Authorised Representative

Date

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

Power of Attorney (attach a copy)

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

Signature of Witness

Name of Witness (this must be stated)

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

Signature of Tenant/
Authorised Representative

Date

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

Power of Attorney (attach a copy)

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

Signature of Witness

Name of Witness (this must be stated)

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

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

EXECUTED for and on behalf of

ACN

pursuant to sections 127 and 128 of the *Corporations Act 2001* (Cth):

Signature of Director/Secretary/
Authorised Representative

Date

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

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

Signature of Director/Secretary/
Authorised Representative

Date

Name of Signatory (this must be stated)

Authority of Signatory (delete whichever is not applicable)

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

SIGNED BY THE GUARANTOR

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

**Signature of Guarantor/
Authorised Representative**

Date

Name of Signatory *(this must be stated)*

Authority of Signatory *(delete whichever is not applicable)*

Power of Attorney *(attach a copy)*

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

Signature of Witness

Name of Witness *(this must be stated)*

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

**Signature of Guarantor/
Authorised Representative**

Date

Name of Signatory *(this must be stated)*

Authority of Signatory *(delete whichever is not applicable)*

Power of Attorney *(attach a copy)*

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

Signature of Witness

Name of Witness *(this must be stated)*

**SPECIAL CONDITIONS FOR LEASING OF SUITE 36 , 20-28 MADDOX STREET,
ALEXANDRIA NSW 2015 – ALSO KNOWN AS LOT 62 IN STRATA PLAN 72540
BETWEEN JOUJOU INVESTMENTS PTY LTD (LESSOR/ LANDLORD)
AND
GREENROOM ROBOTICS PTY LTD (LESSEE/ TENANT),
DATED SEPTEMBER 2022**

MAKE GOOD / REINSTATEMENT

The lessee must, immediately before the expiry or termination of the lease, remove its signage and office furniture and leave the premises in the condition they were in at the commencement date, remove all office partitioning, repair any damage caused by the removal and reinstatement, and if the walls are damaged or marked by the lessee, repaint the walls with paint that is in both colour and commercial standard approved by the landlord . The concrete floor should be clean and tidy with any damage caused by the lessee repaired by the lessee. The lessee must steam clean the carpet. If the carpet is damaged beyond fair wear and tear then the lessee must replace the carpet with a similar type, colour and quality as the existing carpet. This clause takes precedent over any other make good/ reinstatement clauses contained within the lease.

CLEANING & GENERAL MAINTENANCE

The Lessee must at all times and at its cost keep the premises in a clean and tidy condition, immediately make good any damage to the premises, promptly replace light globes or tubes that cease to function for any reason, maintain doors and locks and the kitchenette facility.

LESSEE TO INSURE

The lessee will take out and keep current at its own expense an insurance policy covering fittings , accessories and stock contained in or about the leased premises or associated with the business conducted by the lessee in the leased premises. The policy must provide cover for the full insurable value of those things against loss or damage resulting from fire and other risks including, but not limited to, water, storm and rainwater damage.

INSURANCE

The Lessee agrees to insure the premises for damage to plate glass.

UTILITY CHARGES & SECURITY COSTS

The Lessor will pay all Council rates, water rates and other statutory charges for the premises. The Lessee is to pay all costs of occupation including but not limited to telephone, Internet bills and electricity/ water usage charges. Lessee shall not be required to pay any garbage costs unless costs are levied by the Strata manager for excess garbage relating to Suite 36.

BY LAWS

The lessee acknowledges it has received a copy of the by laws for 20-28 Maddox Street, Alexandria (being Strata Plan 72540) and agrees to be bound by these rules and regulations.

FIRE ALARM CALL OUT CHARGES

The lessee acknowledges it is aware that in the event that the lessor is charged a call out fee as detailed in Annexure "A" as a result of the fire alarm being activated in Unit 56 then this charge will be reimbursed by the lessee to the lessor within 7 days of demand.

SIGNAGE

The lessee acknowledges and agrees to comply with the "Signage Policy" as attached and shown as Annexure "B". The lessee is aware that the Strata Manager requires all lessees to have their name installed on the directory board in the foyer- approx cost is \$125.

DISCLAIMER – LEASE PREPARATION

Furneaux Property gives no warranty for the accuracy and performance of the Lease Documentation. This responsibility rests solely with the Lessor.

ANNEXURE A- Fire Alarms

In the event of a fire alarm or power failure, all door locks are automatically disabled.

If the building fire alarm sounds, you should gather your staff and visitors and evacuate the building. The NSW fire brigade will attend ALL fire alarm events and will advise when it is safe to return to your suite. Please familiarise yourself with the evacuation diagram located on your floor.

Owners/tenants are responsible for the cost of false alarm call-outs. The callout fee charged by Fire & Rescue NSW is around \$1700 and must be paid by the owner or the occupier who sets off the alarm.

Please keep in mind that smoke detectors can at times be sensitive and be set off by cooking fumes from toast, candles and airborne dust when people are doing work within their unit. Alarms can also be triggered by vibrations from construction equipment. We recommend that prior to commencing an activity that you think might generate dust or smoke, that you call Eversure Fire Protection on 02- 8212 4801 or email info@eversurefire.com.au and ask for a technician to come out to temporarily isolate your smoke detectors from the alarm system. You will need to organise this prior to commencing your construction work. Of course, you will also need to arrange for them to come back and de-isolate your smoke detectors when you are finished. You will be responsible for the payment that Eversure Fire Protection will charge.

The cost to attend and isolate the fire panel (provided no other works are required such as removing, relocating or bypassing detectors etc within the suite) is a standard service call of \$150 (ex gst).

Please refer to Special By-Law 4 for more information about fire service maintenance and false fire alarms.

ANNEXURE B- Signage Policy

In keeping with the architectural style of 20-28 Maddox St, and bearing in mind that it is a heritage listed building, the Strata Committee has created a Signage Policy for the building.

There is no intention to prevent or restrict you advertising yourself, your business and/or your services, but rather to put in place guidelines and standards to create an acceptable and consistent appearance to the building and to comply with the City of Sydney Development Control Plans.

The signage policy should be read in conjunction with by-law 26 which states in part that:

Owners or occupiers must obtain the approval of the Owners Corporation in writing to the proposed signage prior to installation.

This applies to any part of your lot or suite or common property which can be seen from outside the suite.

1. No signage is to be attached to any common property, including interior and exterior walls, brickwork and internal corridors or entrances.
 2. Frosted film for privacy may be applied to the entrance doors and side panels of each suite. It must be consistent with other suites and in 3M Dusted Crystal.
 3. Professional vinyl signage is permitted to the inside surface of glass panels of the entrance doors and side panels in all suites. The signage may include business name, address and logo with contact numbers and email details but should not cover more than 30% of the door area.
 4. Those suites facing Maddox St and Euston Rd are permitted a sign that may include business name, address and logo, with contact details but the signs are to be confined to two central window panes.
 5. If curtains or other similar material is used to cover the windows, it must be of a neutral colour. **Page 3 of 8**
- Strata Plan 72540 Welcome Kit – Sept 2019
6. Window signs are not permitted on any upper floor suites. 7. No A-frame signage is permitted on common property.
 8. No bunting, flashing lights or similar is permitted to be attached to any signage or the building itself.
 9. Each occupant must arrange their signage on the directory board in the entrance foyer to show the business name or their names and must conform to the standard existing font type and size- (see Leigh of Page38 who is an occupant in the complex)- the cost of this signage is at the occupants expense.

10. Signs to denote allocated car parking spaces are permitted. For spaces in the exterior car park the wording is to be either "Business Name" or "Reserved for Business Name" or "Reserved for Suite Number ...".

11. For undercover spaces a horizontal A4 sign with "Business Name Parking Only" or "Reserved for Suite Number ..." on a white background is to be fixed to the wall at the same height and central position as those already existing.

12. "To Let" and "For Sale" signs are not to be fixed on bricks anywhere on the exterior of the building. They can be affixed to the glass windows or doors of the suite in question.

ALL PROPOSED SIGNAGE IS TO BE SUBMITTED IN WRITING TO THE STRATA COMMITTEE FOR APPROVAL

ANY UNAUTHORISED SIGNAGE WILL BE REMOVED AT THE EXPENSE OF THE OWNER OR OCCUPIER

For further information and advice regarding the above policy and style guide, please contact the secretary.