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**LEASE**  
New South Wales  
Real Property Act 1900

Leave this space clear. Affix additional pages to the top left-hand corner.

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

**STAMP DUTY**

Office of State Revenue use only

(A) **TORRENS  
TITLE**

Property leased  
Part Folio identifier 1101/2475 being the area marked (A) and (B) on the plan annexed to this lease at page 32, known as 55 Browns Road Austral NSW 2179

(B) **LODGED  
BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number, if any  Customer Account Number:	<b>CODE</b>  <b>L</b>
	Telephone  Reference: KGP:JSM:300105	

(C) **LESSOR**

GOORKIZ PROPERTY NOMINEE PTY LTD ACN 161 124 750

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

(D) Encumbrances (if applicable): \_\_\_\_\_

(E) **LESSEE**

G8 EDUCATION LIMITED ACN 123 828 553

(F) **TENANCY:**

- (G) 1. **TERM:** 10 YEARS  
2. **COMMENCING DATE:** 1 June 2013  
3. **TERMINATING DATE:** 31 May 2023  
4. With an **OPTION TO RENEW** for a period of 5 years set out in clauses 17, 18 & 19 in Annexure A  
5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.  
6. Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.  
7. Incorporates the provisions or additional material set out in **ANNEXURE(S) A** hereto.  
8. Incorporates the provisions set out in N.A. with the Land and Property Management Authority as No(s). N.A.  
9. The **RENT** is set out in item No. 13 of Information table

DATE: \_\_\_\_\_

**SEE SIGNING PAGE FOR EXECUTION CLAUSES**

*Note: where applicable, the lessor must complete the statutory declaration below.*

**(I) STATUTORY DECLARATION \***

I  
solemnly and sincerely declare that-

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

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

Made and subscribed at \_\_\_\_\_ in the State of New South Wales on  
in the presence of \_\_\_\_\_ of

Justice of the peace  Practising Solicitor  Other qualified witness (specify)

\*\* who certifies the following matters concerning the making of this statutory declaration by the person who 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 not known the person for at least 12 months, but I have confirmed the person's identity using an identification document and the document I relied on was.....

Signature of witness:

Signature of lessor:

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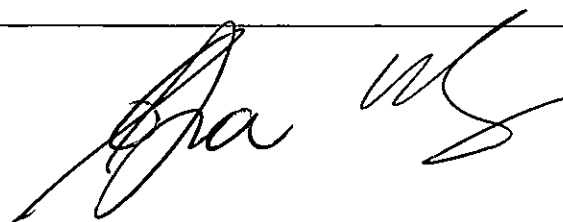
\* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. \*\* If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

# Annexure A

## Table of contents

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<b>Annexure A</b>	<b>3</b>
<b>Table of contents</b>	<b>3</b>
<b>Information table</b>	<b>5</b>
<b>Agreed terms</b>	<b>7</b>
1. Definitions and interpretation	7
2. Rent	9
3. Rent review	9
4. Market rent review	10
5. Outgoings	12
6. Costs, charges and expenses	12
7. Payment conditions	13
8. Business Name	13
9. Insurance	13
10. Indemnities and releases	14
11. Repair, maintenance & alterations	15
12. Tenant's rights	17
13. Tenant's obligations	17
14. Landlord's obligations	18
15. Landlord's rights	21
16. Assigning, subletting, charging	21
17. First Option for a new lease	23
18. Second Option for a new lease	24
19. Third Option for a new lease	24
20. Fourth Option for a new lease	25
21. Damage and destruction	25
22. Holding over	26

Handwritten signatures in black ink, appearing to be initials or names, located at the bottom right of the page.

<b>23. Default</b>	<b>26</b>
<b>24. Yielding up and make good</b>	<b>26</b>
<b>25. Dispute resolution</b>	<b>27</b>
<b>26. Notices</b>	<b>27</b>
<b>27. Bank Guarantee</b>	<b>28</b>
<b>28. First Right of Refusal</b>	<b>29</b>
<b>29. Miscellaneous</b>	<b>29</b>
<b>30. GST</b>	<b>30</b>
<b>Signing page</b>	<b>31</b>

# Information table

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## Items

### Property

<b>Item 1</b>	<b>Landlord</b>	Goorkiz Property Nominee Pty Ltd ACN161 124 750
<b>Item 2</b>	<b>Tenant</b>	G8 Education Limited ACN 123 828 553
<b>Item 3</b>	<b>Land</b>	Folio Identifier 1101/2475
<b>Item 4</b>	<b>Address of Premises</b>	55 Browns Road Austral NSW 2179
<b>Item 5</b>	<b>Name of Centre</b>	Dolphin Daycare Centre Austral

### Lease term

<b>Item 6</b>	<b>Term</b>	10 years
<b>Item 7</b>	<b>Commencing Date</b>	1 June 2013
<b>Item 8</b>	<b>Terminating Date</b>	31 May 2023
<b>Item 9</b>	<b>First Option to renew</b>	5 years commencing 1 June 2023 and terminating 31 May 2028.
<b>Item 10</b>	<b>Second Option to renew</b>	5 years commencing 1 June 2028 and terminating 31 May 2033.
<b>Item 11</b>	<b>Third Option to renew</b>	5 years commencing 1 June 2033 and terminating 31 May 2038.
<b>Item 12</b>	<b>Fourth Option to renew</b>	Not applicable

### Rent & reviews

<b>Item 13</b>	<b>Rent</b>	\$ 153,000 per annum plus GST	
<b>Item 14</b>	<b>Rent review dates and type of review</b>	<b>Review Date</b>	<b>Review type</b>
		Year 2	CPI
		Year 3	CPI
		Year 4	CPI
		Year 5	CPI
		Year 6	CPI
		Year 7	CPI
		Year 8	CPI
		Year 9	CPI
		Year 10	CPI
<b>Item 15</b>	<b>Rent reviews during first option lease</b>	<b>Review Date</b>	<b>Review type</b>
		Year 1	Market
		Year 2	CPI
		Year 3	CPI
		Year 4	CPI
		Year 5	CPI
<b>Item 16</b>	<b>Rent reviews during second option lease</b>	<b>Review Date</b>	<b>Review type</b>
		Year 1	Market
		Year 2	CPI
		Year 3	CPI
		Year 4	CPI
		Year 5	CPI

Item	Description	Review Date	Review type
Item 17	Rent reviews during third option lease	Year 1	Market
		Year 2	CPI
		Year 3	CPI
		Year 4	CPI
		Year 5	CPI
Item 18	Rent reviews during fourth option lease	Not applicable	

**Miscellaneous**

Item 19	<b>Permitted Use</b>	Childcare Centre including but not limited to preschool, kindergarten, long day care, short day care, after school care, weekend care and related services and activities
Item 20	<b>Amount of public risk insurance</b>	\$20 million or such other sum as may be required by the Department of Education, Employment and Workplace Relations
Item 21	<b>Address for service</b>	<p><b>Address for service (Landlord)</b></p> <p>Address: PO Box 845 Narellan NSW 2567</p> <p>Facsimile:</p> <p><b>Address for service (Tenant)</b></p> <p>Address: PO Box 7092 GCMC Queensland 9276</p> <p>Facsimile: (07) 5581 5311</p>
Item 22	<b>Bank Guarantee</b>	An amount equivalent to three month's Rent plus GST

# Agreed terms

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## 1. Definitions and interpretation

### 1.1 Definitions

In this lease:

**Australian Property Institute** means the division of the Australian Property Institute Incorporated in the state in which the Land is located.

**Authority** includes any State or federal government, any semi or local government, any statutory, public or any other person, authority, instrumentality or body having jurisdiction over the Building or the Land or anything in relation to them.

**Building** means the buildings and structures owned by the Landlord which are or may be erected on the Land including the Landlord's Fitout (if any).

**Commencing Date** means the commencement date specified in **Item 7** of the Information Table.

**CPI** means the All Groups consumer price index published by the Australian Bureau of Statistics for the state in which the Land is located, or if the Australian Bureau of Statistics stops publishing the CPI, then CPI means the index recommended by the Property Council of Australia as the index that most appropriately replaces the CPI.

**CPI Rate** means the change (upward only) in the CPI measured **from** the CPI for the quarter ending immediately before the last date on which the Rent was reviewed (or the Commencing Date if there has been no intervening rent review) **to** the CPI for the quarter ending immediately before the relevant review date, expressed as a percentage.

**Information Table** means the part of this document described as information table.

**Item** means an item of the Information Table.

**Land** means the land described in **Item 3** of the Information Table.

**Landlord** has the meaning given in **Item 1** of the Information Table.

**Landlord's Associates** means each of the Landlord's employees, officers, agents, contractors, consultants, invitees, subtenants and licensees.

**Landlord's Fitout** means the Landlord's fixtures, fittings, furniture, furnishings and decorations and other property in, on or fixed to the Building that are made available to the Tenant as part of its occupational requirements.

**Option Window** means the period beginning 12 months and ending 6 months before the Terminating Date, being the period during which the Tenant may exercise the option (if any) to renew this lease.

**Outgoings** means the total of amounts properly paid or payable by the Landlord during an Outgoings Year in connection with the ownership of the Land (excluding expenses of a capital nature or building work of a structural nature) set out below in paragraphs (a)- (b) inclusive:

- (a) all :
  - (i) municipal rates and water rates;

- (ii) levies and taxes (except income tax, land tax and capital gains tax);
- (iii) other utility fees charges or duties, including 50% of the sewerage/septic fees incurred, levied by an Authority on the Landlord in respect of the Premises;
- (b) insurance premiums for policies (not taken out by the Tenant) covering:
  - (i) insurance of the improvements on the Land against all usual risks to the full reinstatement value;
  - (ii) plate glass; and
  - (iii) public liability; and
- (c) maintenance and waste removal of septic tank

**Outgoings Year** means each financial year (1 July to 30 June) or as otherwise specified by the Landlord (acting reasonably) in a written notice to the Tenant.

**Payment Date** means the Commencing Date and then the first day of each subsequent calendar month.

**Permitted Use** has the meaning given to it in **Item 19** of the Information Table.

**Premises** means the Land and Building and includes the Landlord's Fitout and any structural modifications made to the Building by the Tenant.

**Rent** means the yearly rent specified in **Item 13** of the Information Table as changed under this lease.

**Services** means the services provided by authorities, the Landlord or others to the Land and Buildings, including electricity, gas, water, sewerage, fire control and communications together with all plant and equipment relating to those services.

**Tenant** has the meaning given in **Item 2** of the Information Table.

**Tenant's Associates** means each of the Tenant's employees, officers, agents, contractors, consultants, invitees, subtenants and licensees.

**Tenant's Business** means the business carried on in the Premises by the Tenant.

**Tenant's Property** means all plant and equipment, fixtures, fittings, furniture, furnishings and decorations and other property in, on or fixed to the Premises that are not Landlord's Fitout or Services.

**Term** means the period specified in **Item 6** of the Information Table starting on the Commencing Date and ending on the Terminating Date.

**Terminating Date** means the expiry date specified in **Item 8** of the Information Table.

## 1.2 Interpretation

In this lease:

- (a) the singular includes the plural and the other way around;
- (b) a reference to:
  - (i) this lease includes its schedules and annexures;
  - (ii) includes or including means includes without limitation and including without limitation respectively;



- (iii) this lease or another document includes a reference to it as novated, altered or replaced;
- (iv) **A\$, \$A, dollar or \$** is to Australian currency;
- (v) a specific time for complying with an obligation is to that time in the place where that obligation is to be complied with;
- (vi) anything is to the whole and each part of it;
- (vii) a group of persons is to all of them or any two or more of them jointly and each of them severally;
- (viii) an agreement on the part of, or a covenant attaching to, two or more persons binds them jointly and severally;
- (ix) a person includes the person's executors, administrators, successors and permitted assigns; and
- (x) legislation includes any amendment to it and any consolidation, re-enactments or replacements of it and any subordinate legislation made under it; and
- (xi) words importing natural persons include partnerships, bodies corporate, associations, governments and governmental and local authorities and agencies.

### **1.3 Governing law**

- (a) The law of New South Wales governs this lease.
- (b) The implied covenants under sections 84, 84A, 85 and 86 of the *Conveyancing Act 1919* (NSW) are excluded from and do not apply to this lease.
- (c) In this lease words used in any of the forms of words in the first column of part 2 of schedule 4 to the *Conveyancing Act 1919* (NSW) do not apply to this lease.

## **2. Rent**

### **2.1 Tenant to pay**

The Tenant must pay the Rent by monthly instalments in advance on each Payment Date starting on the Commencing Date.

### **2.2 Instalments**

Each instalment is to be one twelfth of the Rent but if a rent instalment period is less than one month, the instalment for that period is apportioned on a daily rate for the relevant lease year.

## **3. Rent review**

### **3.1 Overview**

Item 14 of the Information Table has two columns, **Review date** and **Review type**. The **Review date** column indicates either:

- (a) the dates on which the Rent is to be reviewed; or
- (b) each year of the Term, the first day of which is the date on which the Rent is to be reviewed.

The **Review type** column indicates the type of review applicable for each review date.

The Rent increases on the date, or on the first day of each year of the Term, specified in the **Review date** column in the manner specified in the **Review type** column for that review date.

### **3.2 Percentage increase**

If **Item 14** specifies a percentage for a particular review date, then the Rent is increased by that percentage, on the relevant review date.

### **3.3 CPI increase**

If **Item 14** specifies **CPI** for a particular review date, then the Rent is increased by the CPI Rate, on the relevant review date.

### **3.4 CPI+ increase**

If **Item 14** specifies **CPI + x%** for a particular review date, then the Rent is increased by a percentage being the sum of the CPI Rate and the stated percentage, on the relevant review date. For example, if **Item 14** specifies that the review type in Year 3 is **CPI + 10%** and on that date the CPI Rate is 3.6%, then on the first day of the third year of the Term, the Rent increases by 13.6%.

### **3.5 Comparative CPI increase**

If **Item 14** specifies **Greater of CPI or x%** for a particular review date, then the Rent is increased by the greater of the CPI Rate and the stated percentage, on the relevant review date.

### **3.6 Market review**

If **Item 14** specifies **Market** for a particular review date, then the Rent is increased to the current market rent determined in accordance with **clause 4**, on the relevant review date.

### **3.7 Rent until determination**

If the Rent to apply from any review date is not determined before that review date, then:

- (a) until it is determined, the Tenant must continue paying instalments of Rent at the rate applicable before that review date; and
- (b) within 14 days after the reviewed Rent is determined, the Tenant must pay any shortfall for the period from the review date until the next Payment Date.

## **4. Market rent review**

### **4.1 Interpretation**

In this **clause 4**, **current market rent** means the market rental value of the Premises (subject to the terms of this lease) at the relevant review date.

### **4.2 Landlord's notice**

At any time in the period beginning 12 months before and ending 3 months before the relevant review date, the Landlord must give the Tenant a notice (**Landlord's Notice**) stating the Landlord's assessment of the current market rent. If the Landlord fails to give the Landlord's Notice to the Tenant within the specified period then the current market rent from the relevant review date will be deemed to be the Rent amount prior to the relevant review date.

### **4.3 Tenant's notice**

The Rent on and from the relevant review date is the current market rent in the Landlord's Notice if the Tenant gives the Landlord a notice (**Tenant's Notice**) after the Landlord gives the Landlord's Notice

stating the Tenant agrees to the Landlord's assessment of the current market rent. If the Tenant fails to respond to the Landlord's notice or advises within the 28 days that it:

- (a) disputes the Landlord's assessment; and
- (b) states the Tenant's assessment of the current market rent,

then the balance of the provisions of this clause 4 applies.

#### **4.4 Appointment of valuer**

If the Tenant gives the Landlord a notice under **clause 4.3** on time or fails to respond to the Landlord's assessment and the parties cannot agree on the current market rent within 14 days after the Tenant's notice is given (or longer if mutually agreed) then each party must appoint a valuer within a further 7 days to determine the current market rent.

If the Tenant does not nominate a valuer within that 7 day period, then the Landlord's valuer must determine the current market rent as a single valuer whose determination is final and binding and **clauses 4.7** and **4.9** must be read so that they apply to a single valuer.

#### **4.5 Valuer's qualifications and instructions on conduct**

A valuer appointed under **clause 4.4** acts as an expert and not as an arbitrator and must:

- (a) be a certified practising valuer with the Australian Property Institute who is an associate member of at least five years' standing or a fellow of that institute;
- (b) have at least five years' experience, and at the time of appointment be actively engaged, in valuing child care centres; and
- (c) be instructed by each party to:
  - (i) determine the current market rent;
  - (ii) make the determination in accordance with the professional practice standards and guidance notes of the Australian Property Institute; and
  - (iii) give a joint determination, with reasons, in writing within 28 days after being appointed.

#### **4.6 Umpire**

If the valuers cannot determine or agree on the current market rent during the 28 day period referred to in the preceding clause, then the valuers must jointly select a third valuer, as umpire, to determine the current market rent.

If the valuers cannot agree on a third valuer, then either party may request the President of the Australian Property Institute to nominate a valuer and the valuers must appoint that valuer jointly.

The umpire must be appointed on the basis that he or she will determine the current market rent within 28 days from the date of appointment.

#### **4.7 Valuation criteria**

Each party must instruct its valuer that in deciding on the current market rent, the valuer must:

- (a) have regard to the provisions of this lease (other than the Rent) and assume that the Tenant has complied with all those terms;
- (b) assume the Premises are available for lease for the whole of the Term but commencing on the relevant review date instead of the Commencing Date;

- (c) disregard the goodwill of the Tenant's Business, the value of the Tenant's Property and any improvements to the Premises or the Land or Buildings paid for by the Tenant other than improvements the Tenant is obliged to pay for under this lease;
- (d) disregard any subtenancy in the Premises and not take account of the rent under any subtenancy in the Premises, the Building or any comparable buildings;
- (e) have regard to the state of repair of the Premises and the likely cost of those repairs if the Tenant is required to undertake and pay for those repairs;
- (f) consider any rent free period, fitout period, contribution to fitout or other incentive or concession given to the Tenant or given to a Tenant of comparable premises; and
- (g) must have regard to the occupancy of the Tenant's Business and the earnings before interest and tax for the Tenant's Business in the year immediately preceding the relevant review date.

#### **4.8 Valuer's costs**

The Landlord and the Tenant must each pay their own valuer's costs and must share equally any umpire's costs.

#### **4.9 Valuer's decision**

The valuers' (or if clause 4.6 applies, the umpire's) determination of the current market rent:

- (a) is the Rent on and from that review date; and
- (b) is final and binding.

#### **4.10 Cap on market review**

Despite anything to the contrary, the Landlord and Tenant agree the current market rent cannot be more than 10% above the rent payable in the previous year.

## **5. Outgoings**

### **5.1 Tenant to pay Outgoings**

The Tenant must pay all Outgoings for each Outgoings Year by the due dates as delivered to the Tenant by the Landlord or levied against the Tenant direct.

## **6. Costs, charges and expenses**

### **6.1 Direct charges**

The Tenant must pay for:

- (a) Services separately metered to the Premises;
- (b) the expenses of operating, maintaining and repairing any heating, cooling or air conditioning equipment exclusively servicing the Premises but excluding expenses of a capital nature, replacement of components that have come to the end of their useful life or where, in the reasonable opinion of the Tenant, it is uneconomical to continue to repair the equipment;
- (c) charges imposed directly on the Premises, the Tenant's Business and the Tenant's Property resulting from the Tenant's occupation and use of the Premises.

### **6.2 Legal costs**

The Tenant must pay the Landlord's reasonable costs and disbursements in connection with:

- (a) intentionally deleted;
- (b) exercising rights to take action because of the Tenant's default;
- (c) the Tenant's default; and
- (d) the Tenant's requests for consent or approval (such as to do works) or the Tenant's proposals (such as to assign or to sublet).

### **6.3 Stamp duty and registration fees**

The Tenant must pay any stamp duty and registration fees in connection with this lease.

## **7. Payment conditions**

### **7.1 Payments**

The Tenant must pay amounts payable by it under this lease:

- (a) by electronic funds transfer to the bank account nominated from time to time by the Landlord or by any other method the Landlord reasonably requires and notifies to the Tenant;
- (b) in the case of periodic payments, by the relevant Payment Date;
- (c) without set-off, counterclaim or deduction; and
- (d) to the Landlord or as the Landlord directs.

### **7.2 Interest**

The Tenant must pay interest to the Landlord on any money payable by the Tenant to the Landlord under this lease if the Tenant does not pay the money within seven days after the due date. The interest:

- (a) is payable at an annual rate which is the total of 2% and the rate per annum charged by the Landlord's principal bankers for overdraft accommodation for amounts exceeding \$100,000 determined on the first day of each month for the period for which interest is to be calculated;
- (b) is calculated on monthly rests on the first day of each month on the amount (if any) owing by the Tenant to the Landlord on that day;
- (c) accrues daily from the due date for payment of the relevant amount until the date of payment;
- (d) is payable on demand; and
- (e) is capitalised on the last day of each month if not paid.

## **8. Business Name**

The Landlord acknowledges that the Tenant has paid valuable consideration for the name of the Centre listed in Item 4 of the Information Table and the Landlord has no right, title or interest in the name whatsoever and the Tenant is free to deal with the name as it sees fit.

## **9. Insurance**

### **9.1 Tenant's insurance**

The Tenant must keep current during the Term and any holding over period:

- (a) public risk insurance in connection with the Tenant's Property and the Premises covering each claim for at least the amount in **Item 20** of the Information Table with no limit on the number of claims that can be made; and
- (b) if requested by the Landlord (where the Premiums are not claimed as an Outgoing), insurance covering the improvements on the land against all unusual risks to the full reinstatement value and plate glass.

## **9.2 Policies**

The insurance policy the Tenant takes out under this **clause 9** must:

- (a) be with an insurer and on terms typical of the child care industry;
- (b) note the Landlord's interest in the policy (if permitted by the Insurer); and
- (c) cover events occurring while the policy is current, regardless of when claims are made.

## **9.3 Payment and evidence**

In respect of the insurance required by this **clause 9**, the Tenant must:

- (a) before taking possession of the Premises, give the Landlord a certificate evidencing the policy the Tenant has taken out;
- (b) pay each premium at least 7 days before its due date;
- (c) each year on renewal of the insurance and when the Landlord asks, promptly give the Landlord copies of the receipts for the payment of premiums; and
- (d) notify the Landlord immediately if something happens which gives rise or could give rise to a claim under, or could prejudice, the policy, or if the policy is cancelled.

## **9.4 Dealing with insurance**

In respect of the Landlord's insurance of the Land and Building the Tenant must not do anything:

- (a) which may prejudice that insurance; or
- (b) without the Landlord's consent, which may increase the premiums for that insurance.

In respect of the Tenant's insurance required by this **clause 9** the Tenant must not, without the Landlord's consent:

- (c) vary or cancel the insurance or allow it to lapse; or
- (d) enforce, conduct, settle or compromise insurance claims.

## **9.5 Extra costs**

If the Tenant does anything which increases the premium payable under any of the Landlord's insurances of the Land and Building, then the Tenant must pay to the Landlord the amount of that increase.

# **10. Indemnities and releases**

## **10.1 Tenant's risk**

The Tenant occupies the Premises and enters and uses the Land and Building at its risk.

## **10.2 Indemnity by Tenant**

To the extent permitted by law, the Tenant is liable for and indemnifies the Landlord against all liability, loss, penalties, payments, costs, charges and expenses directly or indirectly arising from or incurred in connection with damage to or loss of any property or injury to or the death of any person:

- (a) caused or contributed to by the act, omission, negligence or default of the Tenant or the Tenant's Associates; or
- (b) caused or contributed to by anything occurring on the Premises except to the extent it is caused or contributed to by the negligence or default of the Landlord or the Landlord's Associates.

The costs, charges and expenses referred to in this clause include legal costs and disbursements on a full indemnity basis whether incurred by or awarded against the Landlord.

## **10.3 Indemnity by Landlord**

The Landlord is liable for and indemnifies the Tenant against all liability, loss, penalties, payments, costs, charges and expenses directly or indirectly arising from or incurred in connection with damage to or loss of any property or injury to or the death of any person caused or contributed to by the act, omission, negligence or default of the Landlord or the Landlord's Associates except to the extent it is caused or contributed to by the negligence or default of the Tenant or the Tenant's Associates.

The costs, charges and expenses referred to in this clause include legal costs and disbursements on a full indemnity basis whether incurred by or awarded against the Tenant.

# **11. Repair, maintenance & alterations**

## **11.1 Repair and replace**

- (a) The Tenant must keep the Premises and the Tenant's Property in good repair (having regard to the age of the Premises and the condition of the Premises as at the Commencing Date).
- (b) The Tenant's obligations under clause 11.1(a) do not apply to:
  - (i) fair wear and tear;
  - (ii) the roof the Building;
  - (iii) the structure of the Building;
  - (iv) any defect in the Premises;
  - (v) any matter covered by defect rectification obligations during a defects liability period under any building contract to erect any part of the Building;
  - (vi) any matter covered by any warranties or maintenance agreements in favour of the Landlord; or
  - (vii) matters beyond the control of the Tenant,  
except to the extent that repairs are required as a result of any negligent act or omission of the Tenant.
- (c) The Tenant must renew the painted finishes to internal surfaces of the Building whenever reasonably necessary so as to keep the Building looking clean and tidy.
- (d) The Tenant must repair damage to the exterior of the Premises and any other parts of the Land or Building caused or contributed to by the act, omission, negligence or default of the Tenant or the Tenant's Associates.

- (e) The Tenant must during the Term:
  - (i) maintain the lawns;
  - (ii) on an annual basis, strip, pressure clean and re-seal the carpark, driveways and verandahs; and
  - (iii) maintain the fire hydrants, blankets, evacuation items servicing the Premises and ensure the Premises meet all necessary fire safety standards.
- (f) The Tenant's obligations under **clause 11.1(a)** also do not apply to damage caused by any risk in respect of which the Landlord has effected or is obliged to effect insurance, except to the extent that the Landlord is unable to recover the cost of rectifying the damage under any insurance policy (where otherwise recoverable) because of an act or omission of the Tenant.

## **11.2 Tenant's works**

The Tenant must not carry out building works to the Building without the Landlord's approval (such consent not to be unreasonably withheld). The Tenant must ensure that the works it does are done:

- (a) in a proper and workmanlike manner;
- (b) by contractors approved by the Landlord (who must not unreasonably withhold its approval);
- (c) without substantially disturbing neighbouring properties; and
- (d) in accordance with:
  - (i) any reasonable conditions imposed by the Landlord (including as to payment of its reasonable costs);
  - (ii) any plans, specifications or schedule of finishes approved by the Landlord (who must not unreasonably withhold its approval);
  - (iii) all laws and the requirements of all authorities; and
  - (iv) the Landlord's other reasonable requirements and directions.

## **11.3 Maintenance of plant and equipment**

If there is any plant and equipment (including any heating or cooling equipment) exclusively servicing the Building, the Tenant must:

- (a) enter into contracts for maintenance and repair of the plant and equipment with contractors approved by the Landlord (who may not unreasonably withhold its approval);
- (b) give all relevant authorities all certification required by those authorities in connection with the plant and equipment; and
- (c) when the Landlord asks (but not more than bi-annually), give the Landlord evidence that the Tenant has complied with this **clause 11.3**, including but not limited to copies of invoices for maintenance carried out to the air conditioning equipment).

## **11.4 Tenant's cleaning obligations**

The Tenant must:

- (a) keep the Premises clean, tidy and free of vermin;
- (b) keep rubbish awaiting removal from the Premises in appropriate containers in the Premises;



- (c) regularly mow all lawns and maintain any gardens in good condition in the Premises;
- (d) comply with the Landlord's reasonable directions about disposing of, storing and recycling rubbish; and
- (e) comply with all laws and the requirements of all authorities in connection with waste removal.

## 12. Tenant's rights

### 12.1 Quiet enjoyment

Subject to the Landlord's rights and to the Tenant complying with the Tenant's obligations under this lease, the Tenant may use and occupy the Premises without interruption by the Landlord or any person claiming through the Landlord.

### 12.2 Access

The Tenant may have access to the Premises 24 hours a day 7 days a week.

## 13. Tenant's obligations

### 13.1 Use

The Tenant must not use the Premises for any purpose other than the use in **Item 19** of the Information Table.

### 13.2 Compliance

The Tenant must comply with all laws and the requirements of all authorities in connection with the:

- (a) Building;
  - (b) Tenant's Business;
  - (c) Tenant's Property; and
  - (d) Tenant's use and occupation of the Building,
- except those requiring structural work on the Building.

### 13.3 Prohibitions

The Tenant must not:

- (a) obstruct access to, overload or otherwise interfere with or damage Services;
- (b) damage or destroy anything on the Land;
- (c) do anything dangerous, noxious, annoying, offensive, immoral or illegal on the Land or in the Building;
- (d) do anything to pollute the Land or its environment; or
- (e) without the Landlord's approval, keep or use inflammable, explosive, volatile or other hazardous materials on the Land.

### 13.4 Signage

- (a) The Tenant must not display any signs, placards or other advertising media on the Premises without the prior written consent of the Landlord.

- (b) The Landlord may not unreasonably withhold its consent to the display of signs, placards or advertising media which are usually used by the Tenant for the sole purpose of advertising its business.

### 13.5 Tenant's Associates

The Tenant must ensure that the Tenant's Associates comply with the Tenant's obligations under this lease, if appropriate.

## 14. Landlord's obligations

### 14.1 Land and Building operation

- (a) To the extent that the Tenant is not obliged under this lease to, the Landlord must keep the Premises (including any plant and equipment exclusively servicing the Premises) in good repair (having regard to the age of the Premises) which includes carrying out structural repairs.
- (b) If the whole or any component of the air conditioning equipment servicing the Premises is outlawed or made obsolete by any law, government guideline or industry code of practice for environmental reasons or otherwise then the Landlord must at its expense provide a suitable replacement.
- (c) If any asbestos or contaminant is discovered in or near the Premises other than any asbestos or contaminant brought on to the Premises by the Tenant:
  - (i) the Landlord must remove or make safe the asbestos or contaminant in accordance with the law;
  - (ii) the Landlord must reimburse the Tenant on demand for any cost the Tenant may have incurred in complying with any requirement of any law relating to occupational health and safety or environment protection regarding the asbestos or contaminant; and
  - (iii) the Tenant may vacate the Premises or any part of them until the asbestos or contaminant is removed or the Premises are otherwise made safe and if it does so:
  - (iv) the Landlord will pay the reasonable relocation expenses of the Tenant; and
  - (v) from the date the Tenant vacates the Premises (or part of them) until the Premises are again made safe, all Tenant payments to the Landlord will abate as if the Premises had been made wholly or partly unfit for use by the Tenant through destruction or damage.
- (d) For the purposes of **clause 14.1(c)**, 'contaminant' means any toxic or hazardous substance which is in or near the Premises and which makes the continued use or occupation of the Premises or any part of the Premises unsafe or which is required by law to be removed or made safe.
- (e) The Landlord or its agents may enter the Premises at all reasonable times to carry out any alterations or repairs required by law.
- (f) In exercising its right of entry under clause 14.1, the Landlord must:
  - (i) not derogate from the Tenant's rights under this lease;
  - (ii) (except in an emergency) first give the Tenant reasonable notice of its intention to enter and agree a program and staging of the works with the Tenant;
  - (iii) carry out the works in a manner which minimises so far as may be practicable any inconvenience or interruption to the business of the Tenant;

- (iv) repair any damage caused to the Premises by the works; and
  - (v) repair or compensate the Tenant for any damage caused to or loss of the Tenant's fixtures fittings plant equipment or stock.
- (g) The Landlord's obligation under this clause 14.1 include:
- (i) any work required to keep the Building wind and waterproof;
  - (ii) any necessary work to prevent ingress of water/moisture to the floors;
  - (iii) replacement of the entire plant or major component parts of air conditioning equipment servicing the premises such as compressors, condenser fans, evaporator fans, coils and motors and boiler and heating coils (if any) where repair is not economical or practical or where the item has reached the end of its effective life;
  - (iv) to replace waste pipes, drains and sewerage pipes when repair becomes uneconomical or impractical or the item has reached the end of its effective life;
  - (v) intentionally deleted; and
  - (vi) intentionally deleted.

#### **14.2 Landlord's works**

Any building work carried out by the Landlord or the Landlord's Associates to the Building must be done with the Tenant's approval (such consent not to be unreasonably withheld). The Landlord must ensure that the work it does are done:

- (a) in a proper and workmanlike manner;
- (b) in accordance with:
  - (i) any reasonable conditions imposed by the Tenant (including as to payment of its reasonable costs) having regard to how the works might be carried out so as to minimise the interference or disturbance or disruption (if any) to the Tenant's business;
  - (ii) all laws and the requirements of all authorities; and
  - (iii) the Tenant's other reasonable requirements and directions; and
- (c) causing as little inconvenience and disruption to the Tenant and the Tenant's business as reasonably practicable.

#### **14.3 Insurance, rates, laws**

The Landlord must:

- (a) keep current during the Term those insurances in connection with the Land and Building which a prudent owner of an Land and Building like the Land and Building would take out, including but not limited to building insurance, (if that insurance has not been taken out by the Tenant at the request of the Landlord);
- (b) pay on time the land tax and all local government and water rates in connection with the Land (even if recoverable as an Outgoing);
- (c) comply with all laws and the requirements of all authorities in connection with the Land and Building (except for those laws and requirements with which the Tenant must comply under this lease); and

- (d) repair everything the Tenant is not responsible for and to keep the Premises and Landlord's Fitout in good repair; and
- (e) maintain the Premises in a structurally sound and watertight condition .

#### **14.4 Landlord Warranties**

The Landlord warrants that:

- (a) the Premises are fit, suitable and adequate for the Permitted Use;
- (b) the improvements erected on the Land do not contain any asbestos;
- (c) the improvements erected on the Land have been constructed in accordance with all building and planning laws;
- (d) to the best of its knowledge:
  - (i) the Landlord has not received, and is unaware of any Tenant or occupier having received, any notices, orders or requirements of the local government or other statutory authorities, relating to land contamination, pollution, or the presence of dangerous or hazardous chemicals or other materials in the land or in the improvements on the land;
  - (ii) the Landlord has not been involved in, or aware of, any current, pending or threatened dispute, demand, litigation, arbitration or prosecution relating to contamination of the land or any improvements on the land;
  - (iii) there has not been any and there is no existing investigation or inquiry by or on behalf of any governmental or regulatory Authority relating to contamination of the land or of any improvements on the land; and
  - (iv) there has not been any treatment or work carried out on the land to remove contaminated soil or to remediate the land.
- (e) there are no storage tanks (including tanks for the storage of petroleum ) under the land;
- (f) the land has not been used for the treatment, storage or transport of radioactive, toxic or hazardous substances or wastes; and
- (g) no part of the land is or had been used as a cattle dip site.

#### **14.5 Breach of Warranty**

- (a) The Landlord warrants that the statements contained in clause 14.4 are accurate, contain no material omissions and are not misleading.
- (b) The Landlord is liable to the Tenant for damages for breach of any warranties contained in clause 14.4, including the reasonable fees incurred for consultants and loss of profits and other loss or expenditure incurred or suffered by the Tenant whilst or as a consequence of remedial works being conducted in respect of the contamination which constitutes the breach of warranty.
- (c) In addition to claiming damages for breach of warranty, the Tenant is entitled to elect to terminate this lease if remediation of the contamination of the leased premises constituting a breach of warranty would require the leased premises to be closed for business for a period exceeding five days.
- (d) The Landlord agrees to indemnify the Tenant against any liability, loss, damage, expense or claim which the Tenant may incur in respect of the land during the term of this lease, including to a third party, when that liability or claim occurs in circumstances which constitute a breach

of any warranty contained in the lease, and including fines, legal costs, consultants' fees and remediation costs.

#### **14.6 Landlord's Associates**

The Landlord must ensure that the Landlord's Associates comply with the Landlord's obligations under this lease, if appropriate.

### **15. Landlord's rights**

#### **15.1 Rights of entry**

The Landlord may:

- (a) if accompanied by a representative of the Tenant, enter the Premises after giving the Tenant reasonable notice:
  - (i) to exercise the Landlord's rights, or to comply with the Landlord's obligations, under this lease, or to comply with the Landlord's obligations under any law or to satisfy the requirements of an Authority;
  - (ii) to see the state of repair of the Building and that the Tenant is complying with the Tenant's obligations under this lease;
  - (iii) to inspect, test, repair or do work on the Building which cannot reasonably be done without the Landlord entering the Building;
  - (iv) (if the lease contains an option and the Tenant does not exercise that option during the Option Window) to show the Premises to prospective Tenants at any time after the last day of the Option Window at a time agreed with the Tenant; and
  - (v) (if the lease does not contain an option) to show the Premises to prospective Tenants during the last 12 months of the Term and during any holding over period at a time agreed with the Tenant;
- (b) in an emergency, without notice to the Tenant, enter the Premises and remain there and use them for so long as reasonably necessary in the circumstances; and
- (c) appoint agents or others to exercise any of the Landlord's rights.

#### **15.2 Carry out Tenant's obligations**

If the Tenant does not do something it is obliged to do under this lease, or, in the Landlord's reasonable opinion, the Tenant does not do it properly, the Landlord may do that thing at the Tenant's expense after giving reasonable notice to the Tenant undertake the thing itself.

### **16. Assigning, subletting, charging**

#### **16.1 Assigning**

The Tenant may assign its interest in this lease with the consent of the Landlord (such consent not to be unreasonably withheld) if:

- (a) the Tenant has satisfied the Landlord that the proposed assignee:
  - (i) is respectable and responsible;
  - (ii) is financially sound and capable of complying with the Tenant's payment obligations under this lease and under any renewal of this lease; and

- (iii) does not propose to use the Premises for any purpose other than the use in Item 17 or another use approved by the Landlord and all relevant authorities;
- (b) the proposed assignee has given the Landlord whatever security the Landlord reasonably requires in connection with the proposed assignee's obligations as Tenant;
- (c) the Tenant and the proposed assignee have entered into a deed with the Landlord in a form the Landlord reasonably requires agreeing amongst other things that:
  - (i) the proposed assignee is to be bound by this lease as if the proposed assignee were the Tenant;
  - (ii) while ever the Tenant is G8 Education Limited ACN 123 828 553, the Tenant is released from its obligation to the Landlord under this Lease on and from the date proposed assignment becomes effective;
  - (iii) the Landlord is released from its obligation to the Tenant under this lease on and from the date the proposed assignment becomes effective; and
  - (iv) if this lease is registered, the proposed assignee and the Tenant must sign a transfer of this lease and on the date the assignment becomes effective, hand it in registrable form with the registration fee to the Landlord for the Landlord to lodge for registration;
- (d) at the time the proposed assignment is to take place, there is no unremedied default under this lease;
- (e) the Landlord has obtained any consents it has agreed to obtain before an assignment of this lease takes place; and
- (f) the Tenant and the proposed assignee have complied with all of the Landlord's other reasonable requirements in connection with the assignment.

## 16.2 Subletting

The Tenant may sublet all or part of the Premises with the Landlord's consent (such consent not to be unreasonably withheld) if:

- (a) the proposed subtenant enters into a deed with the Landlord in a form the Landlord reasonably requires agreeing amongst other things:
  - (i) not to breach this lease;
  - (ii) not to subunderlet the sublet premises; and
  - (iii) to pay the rent and other money payable under the sublease to the Landlord on demand if the Tenant is in default under this lease;
- (b) at the date the proposed sublease is to be entered into the Tenant is not in default under this lease;
- (c) the Landlord has obtained any consents it has agreed to obtain before it consents to a sublease; and
- (d) the Tenant and the proposed subtenant have complied with all the Landlord's other reasonable requests in connection with the subletting.

## 16.3 Charging

- (a) The Landlord acknowledges that the Tenant's financier may require a mortgage over the lease and the Landlord to sign a deed of right of entry.
- (b) The Tenant acknowledges it must not mortgage, charge or deal with its interest in this lease without the prior written consent of the Landlord (such consent not be unreasonably withheld by the Landlord).
- (c) The consent will not be unreasonably withheld if:
  - (i) the Tenant wishes mortgage or charge the lease in good faith; and
  - (ii) the mortgage (or charge) and deed of right of entry is in the bank's usual terms.

## 17. First Option for a new lease

### 17.1 Conditions for grant

The Landlord must grant the Tenant a new lease of the Premises for the term specified in **Item 9** of the Information Table, if:

- (a) the Tenant gives the Landlord a notice during the Option Window (time being of the essence) that it wants the new lease;
- (b) when the Tenant gives that notice and on the Terminating Date the Tenant is not in breach of this lease; and
- (c) before the Terminating Date, the Tenant delivers to the Landlord the same kind of security in connection with the Tenant's obligations under the new lease given by the same bank or person (or another bank or person acceptable to the Landlord) as was given under this lease.

### 17.2 Form of new lease

The new lease is to be the same as this lease (as varied during the Term) except that:

- (a) the commencing date of the new lease is the date immediately after the Terminating Date and the term and terminating date accord with the term of the new lease;
- (b) details of the review dates and review types in **Item 14** of the Information Table are to be replaced with those in **Item 15** of the Information Table;
- (c) the rent at the commencing date of the new lease is to be the rent determined under **clause 3** on the basis that the commencing date of the new lease is the relevant review date for the purpose of **clause 3**;
- (d) the details in **Item 9** and **Item 15** of the Information Table are to be deleted and replaced with the details in **Item 10** and **Item 16** of the Information Table respectively or the words "not applicable" where no details exist;
- (e) the details in **Item 10** and **Item 16** of the Information Table are to be deleted and replaced with the details in **Item 11** and **Item 17** of the Information Table respectively or the words "not applicable" where no details exist;
- (f) the details in **Item 11** and **Item 17** of the Information Table of the Information Table are to be deleted and replaced with the details in **Item 12** and **Item 18** of the Information Table respectively or the words "not applicable" where no details exist; and
- (g) **clause 18** replaces this **clause 17**.

## 18. Second Option for a new lease

### 18.1 Conditions for grant

The Landlord must grant the Tenant a new lease of the Premises for the term specified in **Item 9** of the Information Table, if:

- (a) the Tenant gives the Landlord a notice during the Option Window (time being of the essence) that it wants the new lease;
- (b) on the Terminating Date the Tenant is not in breach of this lease; and
- (c) before the Terminating Date, the Tenant delivers to the Landlord the same kind of security in connection with the Tenant's obligations under the new lease given by the same bank or person (or another bank or person acceptable to the Landlord) as any given under this lease.

### 18.2 Form of new lease

The new lease is to be the same as this lease (as varied during the Term) except that:

- (a) the commencing date of the new lease is the date immediately after the Terminating Date and the term and terminating date accord with the term of the new lease;
- (b) details of the review dates and review types in **Item 14** of the Information Table are to be replaced with those in **Item 15** of the Information Table;
- (c) the rent at the commencing date of the new lease is to be the rent determined under **clause 3** on the basis that the commencing date of the new lease is the relevant review date for the purpose of **clause 3**;
- (d) the details in **Item 9** and **Item 15** of the Information Table are to be deleted and replaced with the details in **Item 10** and **Item 16** of the Information Table respectively or the words "not applicable" where no details exist;
- (e) the details in **Item 10** and **Item 16** of the Information Table are to be deleted and replaced with the details in **Item 11** and **Item 17** of the Information Table respectively or the words "not applicable" where no details exist; and
- (f) **clause 18** replaces this **clause 17**.

## 19. Third Option for a new lease

### 19.1 Conditions for grant

The Landlord must grant the Tenant a new lease of the Premises for the term specified in **Item 9** of the Information Table, if:

- (a) the Tenant gives the Landlord a notice during the Option Window (time being of the essence) that it wants the new lease;
- (b) on the Terminating Date the Tenant is not in breach of this lease; and
- (c) before the Terminating Date, the Tenant delivers to the Landlord the same kind of security in connection with the Tenant's obligations under the new lease given by the same bank or person (or another bank or person acceptable to the Landlord) as any given under this lease.

### 19.2 Form of new lease

The new lease is to be the same as this lease (as varied during the Term) except that:



- (a) the commencing date of the new lease is the date immediately after the Terminating Date and the term and terminating date accord with the term of the new lease;
- (b) details of the review dates and review types in **Item 14** of the Information Table are to be replaced with those in **Item 15** of the Information Table;
- (c) the rent at the commencing date of the new lease is to be the rent determined under **clause 3** on the basis that the commencing date of the new lease is the relevant review date for the purpose of **clause 3**;
- (d) the details in **Item 9** and **Item 15** of the Information Table are to be deleted and replaced “not applicable”; and
- (e) this clause will be deleted.

## 20. Fourth Option for a new lease

Intentionally deleted

## 21. Damage and destruction

### 21.1 Damage to Premises by an insured event

- (a) If the Premises, or any part of the Premises at any time during the Term, or an extension, renewal or holding over are destroyed or damaged by any of the risks covered by the insurance required under this Lease to be taken out then the Premises must be re-built or restored by the Landlord within 12 months after the date the Premises are damage or destroyed or such other date agreed between the parties.
- (b) From the date the Premises are destroyed or damaged and during the period when the Premises are being re-built or restored, Rent and Outgoings will immediately abate (proportionate to the nature and extent of the damage or inaccessibility) until the Premises are fit for use and occupation.
- (c) The Landlord will grant to the Tenant an extension of the Term of the lease calculated on the basis of two weeks additional Term for every week or part thereof the Tenant is unable to operate its business from the Premises because of the destruction or damage to the Premises.
- (d) If the Landlord does not re-build or restore the Premises within the time frame as required in clause 21.1(a), then the Tenant may terminate this lease without liability to the Landlord to make good or for any costs for early termination.
- (e) If there is a dispute under this clause, either party may request the President of the Australian Property Institute to nominate a practising valuer member of that Institute to determine the dispute or the parties may refer the dispute to mediation under clause 25. The valuer acts as an expert and not as an arbitrator and the determination is binding.

### 21.2 Damage to the Premises by a non insurable event

- (a) If the Premises, or any part of the Premises at any time during the Term, or an extension, renewal or holding over are destroyed or damaged by a non insurable event, then the Landlord must within 30 days from the date of the destruction or damage event, give to the Tenant a notice in writing on whether the Landlord will be re-building or restoring the Premises in accordance with clause 21.1(a).

- (b) From the date the Premises are destroyed or damaged, Rent and Outgoings will immediately abate (proportionate to the nature and extent of the damage or inaccessibility) until the Premises are re-built or restored and fit for use and occupation or the lease is terminated in pursuant to clause 21.2(c).
- (c) If the Landlord's notice under clause 21.2(a) states that the Landlord will not be re-building or restoring the Premises within a reasonable period, then the Tenant may terminate this lease by giving the Landlord a notice in writing terminating the lease and the Tenant will not be liable to the Landlord for any costs for early termination of this lease or to make good the Premises.

## 22. Holding over

### 22.1 Monthly tenancy

If the Landlord has not granted the Tenant a new lease of the Premises and consents to the Tenant continuing to occupy the Premises as Tenant after the Terminating Date, then the Tenant occupies the Premises from that date under a monthly tenancy which either party may terminate on one month's notice ending on any day.

### 22.2 Terms of monthly tenancy

Subject to **clause 22.1**, the monthly tenancy is on the same terms as apply during the Term of this lease (so far as those terms are applicable to a monthly tenancy) with a monthly rent that is one twelfth of the Rent payable prior to the Terminating Date plus 3%.

## 23. Default

- (a) The Landlord may terminate this lease if the Tenant does not comply with an essential term of this lease or is in persistent breach of a non-essential term of this lease and does not remedy that failure within a reasonable time after the Landlord gives the Tenant a notice to do so.
- (b) If the law requires the Landlord to give a notice in a particular form before terminating this lease, then the statutory notice will also be the notice given by the Landlord under this clause.

## 24. Yielding up and make good

### 24.1 Definition

In this **clause 24, Make Good** means:

- (a) repainting the internal painted surfaces of the Building with two coats of premium quality paint;
- (b) repairing any damage caused by the Tenant or its predecessors in title to the structure of the Building, external cladding and bollards;
- (c) removing all the Tenant's signage from the Premises and anywhere else on the Land or Building and repairing any damage done to the Premises by removing those signs;
- (d) remove all rubbish and stored goods and leave the Premises clean;
- (e) replace all broken light tubes and globes;
- (f) mow any lawns and tidy any gardens in the Premises;
- (g) wash down the exterior of the Building; and

- (h) reseal driveways and verandahs, carry out maintenance to the landscaping and ensure that all appliances in the kitchen are in working order.

#### **24.2 Make good and vacate**

Unless the Tenant has exercised an option to renew this lease, on the earlier of the Terminating Date and the date this lease ends, the Tenant must:

- (a) vacate the Premises with all Make Good works complete, unless the Landlord gives a notice to the Tenant that the Landlord does not require some or all of the Make Good works to be completed; and
- (b) give the Landlord all keys, access cards and other security devices for the Land or Building which have been issued to the Tenant or the Tenant's Associates.

#### **24.3 Tenant's Property**

The Tenant may not remove Tenant's Property which:

- (a) is part of structural work done by the Tenant to the Building, unless the Landlord gives the Tenant a notice to remove it or unless, as a condition of its consent to the Tenant doing the structural work, the Landlord stipulated that it must be removed; or
- (b) is to remain on the Premises under a condition imposed by the Landlord when approving of the Tenant's works on the Premises.

#### **24.4 Tenant's Property abandoned**

If the Tenant does not remove any Tenant's Property in accordance with this clause 24, then the Landlord may treat it as abandoned and dispose of it as the Landlord sees fit at the Tenant's expense.

### **25. Dispute resolution**

#### **25.1 Mediation**

The parties must take the steps set out in this clause 25 to resolve any dispute or claim between them arising out of or relating to this lease, except for disputes under clause 3 (Rent review) or clause 4 (Market rent review), before either may commence court proceedings other than an interlocutory application.

#### **25.2 Rules**

Any dispute or claim must be referred by a party to LEADR ACN 008 651 232 to facilitate a mediation of the dispute or claim in accordance with LEADR's Mediation Rules applicable at the date of the referral. The mediation must take place within 14 days after the referral.

#### **25.3 Costs**

Each party must bear its own costs in connection with the mediation, and must share the costs of the mediator and mediation process equally.

#### **25.4 No merger**

This clause will continue to apply to the parties even after expiry or termination of this lease.

### **26. Notices**

A notice, consent, approval, request or demand in connection with this lease:

- (a) must be in writing and in English;
- (b) must be signed by the party giving it or that party's authorised officer, attorney, or solicitor;
- (c) must be left at or posted by prepaid post (airmail, if posted outside Australia) to the address of the addressee, or sent to the addressee's facsimile number, in **Item 21** of the Information Table, or if the addressee notifies another address or facsimile number for receipt of documents under this **clause 26**, then at or to that address or facsimile number;
- (d) is taken to be received:
  - (i) if hand delivered, on delivery;
  - (ii) if posted in Australia, on the third business day after posting;
  - (iii) if posted outside Australia, on the seventh business day after posting; and
  - (iv) if sent by facsimile, when the machine sending the facsimile generates a report showing that the total number of pages of the facsimile were successfully sent to the facsimile number of the addressee; and
- (e) unless a later date is specified in it, takes effect on the date it is taken to be received.

## 27. Bank Guarantee

- (a) The Tenant will prior to entering possession of the Premises provide to the Landlord a bank guarantee from an Australian Trading Bank for the sum set out in **Item 22** of the **Information Table**.
- (b) If at any time the Tenant fails to observe and perform any of the Tenant's covenants and provisions in this Lease, the Landlord may in its discretion at any time appropriate to itself all or any part of the bank guarantee to compensate the Landlord for any loss or damage suffered or which may be suffered by the Landlord by reason of that failure. Any appropriation or calling up by the Landlord will not constitute a waiver of that failure and will not prejudice any other right or remedy of the Landlord in respect of it.
- (c) If the whole or any part of the bank guarantee is called up by the Landlord and this lease remains on foot, the Tenant will immediately upon demand by the Landlord pay to the Landlord the amount so appropriated or called up to be held as a bank guarantee in accordance with this clause 27.
- (d) As soon as practicable after this lease has ended and the Tenant has vacated the Premises and performed all of its obligations under the lease, the Landlord must return the bank guarantee to the Tenant.
- (e) If the Landlord's interest in the Premises is assigned or transferred the Tenant must provide a replacement guarantee in exchange for the existing guarantee if requested by the Landlord in writing to do so, but the Landlord must pay the reasonable fees charged by the Tenant's bank for the issue of the replacement guarantee.
- (f) The bank guarantee must have an expiry date that is 12 months after the last day of the Term.

## **28. First Right of Refusal**

### **28.1 Before and After school**

The Landlord (or a related party of the Landlord) operates a before and after school and vacation care business (**Business**) on the land adjoining the Land (**Adjoining Premises**).

### **28.2 Notice of prospective sale**

If during the Term the Landlord:

- (a) intends to offer the Business for sale; or
- (b) receives from a third party a bona fide offer to purchase the Business which offer the Landlord intends to accept,

the Landlord must immediately give to the Tenant at least 30 days prior written notice in relation to clause 28.2(a) and 14 days prior written notice in relation to clause 28.2(b) of the proposed sale (**Sale Notice**).

### **28.3 Contents of Sale Notice**

The Sale Notice must contain all the conditions (including details of the proposed sale price and time period for settlement) upon which the Landlord is willing to sell the Business and lease the Adjoining Premises. If clause 28.2(b) applies, the Landlord must ensure that the Sale Notice is consistent with the offer received.

### **28.4 Offer to sell**

The Sale Notice constitutes an irrevocable offer (which extends until the end of the notice period) to sell the Business and lease the Adjoining Premises by the Landlord to the Tenant upon the conditions contained in the Sale Notice.

### **28.5 Acceptance of offer**

If the Tenant accepts the offer constituted in the Sale Notice, the Landlord must sell the Business and lease the Adjoining Premises, and the Tenant must purchase the Business and lease the Adjoining Premises upon the terms and condition contained in the Sale Notice.

### **28.6 Sale without reference**

Unless clause 28.5 applies, the Landlord may within six months after giving the Sale Notice sell the Business upon the terms no less favourable to the Landlord than contained in the Sale Notice.

## **29. Miscellaneous**

### **29.1 Jurisdiction**

Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the state in which the Land is located.

### **29.2 Service**

Any document in connection with legal proceedings may be served on a party by delivering it to or leaving it for that party at that party's address for service in **Item 18** (or if the party notifies another address for service, then to or at that address), as well as by any other method of service permitted by law.

### **29.3 Severability**

Part or all of any provision of this lease that is illegal or unenforceable may be severed from this lease and the rest of this lease continues in force unless the severance means that this lease no longer substantially gives effect to the parties' intentions under this lease immediately before severance.

### **29.4 Approvals or consent**

Unless this lease expressly says otherwise, the Landlord must act reasonably in exercising its discretion, approval or consent under this lease.

## **30. GST**

### **30.1 Interpretation**

In this clause 30:

- (a) **GST, supply, taxable supply and tax invoice** have the same meaning as in *A New Tax System (Goods and Services Tax) Act 1999*; and
- (b) a reference to payment being made or received includes a reference to consideration other than money being given or received.

### **30.2 Obligations**

The recipient must:

- (a) pay to the supplier, on each date the recipient must make payment for a taxable supply under this lease, an additional amount equal to the GST payable on the taxable supply or component of the supply for which that payment is made; and
- (b) ensure that any policy of insurance the parties must take out under this lease provides for the insurer to pay, in addition to any amount paid on a claim, an amount on account of any GST payable by the insured on receipt of that payment.

### **30.3 Net down**

When calculating the amount of:

- (a) the Outgoings for an Outgoings Year;
- (b) any reimbursement from the Tenant to the Landlord; and
- (c) the indemnification by the Tenant of the Landlord of an expense, loss or liability incurred by the Landlord,

the Landlord must exclude the GST paid or payable on the supply giving rise to the amount.

### **30.4 Tax invoice**

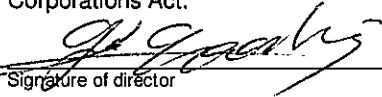
The supplier must give the recipient a tax invoice for supplies under this lease on or before each Payment Date.

# Signing page

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EXECUTED as an agreement

Executed by **Goorkiz Property Nominee Pty Ltd ACN161 124 750** in accordance with its Constitution and section 127 of the Corporations Act:

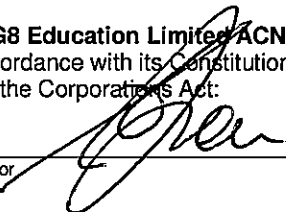
  
\_\_\_\_\_  
Signature of director

**GEORGE GOORKIZ**  
\_\_\_\_\_  
Name of director (print)

  
\_\_\_\_\_  
Signature of director/company secretary  
(Please delete as applicable)

**DIANA GOORKIZ**  
\_\_\_\_\_  
Name of director/company secretary (print)

Executed by **G8 Education Limited ACN 123 828 553** in accordance with its Constitution and section 127 of the Corporations Act:

  
\_\_\_\_\_  
Signature of director

**CHRISTOPHER JOHN SCOTT**  
\_\_\_\_\_  
Name of director (print)

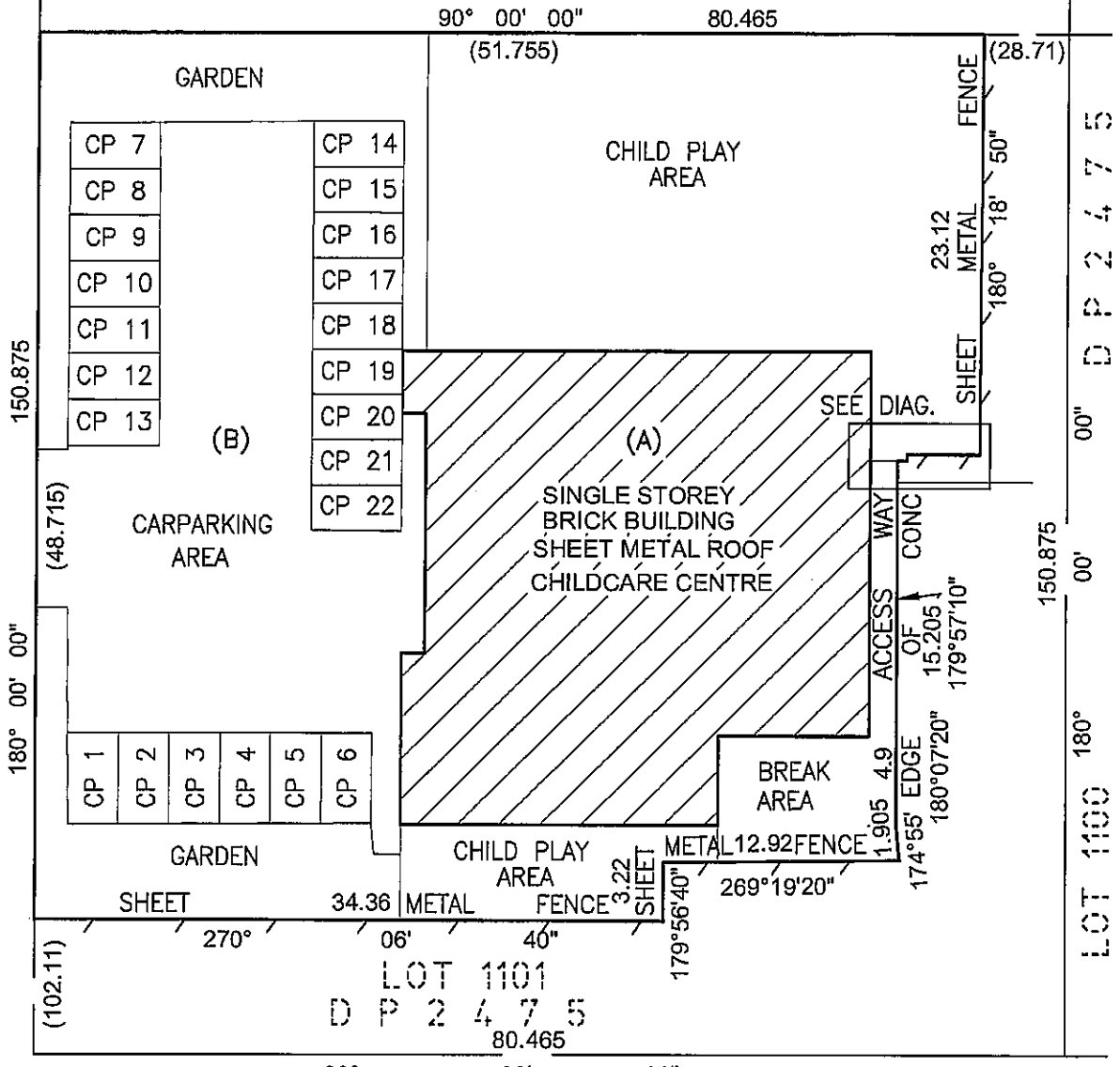
  
\_\_\_\_\_  
Signature of director/company secretary  
(Please delete as applicable)

**CHRISTOPHER PAUL SACRE**  
\_\_\_\_\_  
Name of director/company secretary (print)



BROWN AVENUE

LOT 1073 D P 2 4 7 5



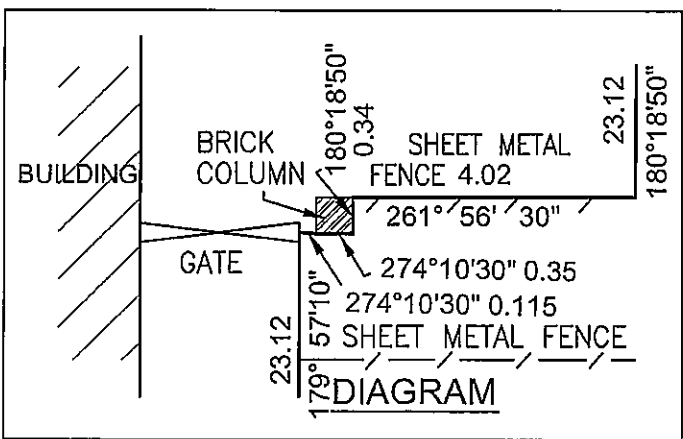
CP DENOTES CARPARK FIFTH AVENUE

(A) AND (B) DENOTES AREA, UNDER LEASE

**PLAN SHOWING LEASE OF PART OF LOT 1101 IN DP2475**

LOCALITY: HOXTON PARK  
LGA: LIVERPOOL  
PARISH: CABRAMATTA  
COUNTY: CUMBERLAND

*Jonathan Saxon*  
JONATHAN SAXON  
PROJECT SURVEYORS  
REGISTERED LAND SURVEYOR



SCALE: 1:375  
FILE REF: 102792D1562-LEASE  
DATE OF SURVEY: 13.5.2013

*Jonathan Saxon*