

3/10/16 SIGNED LEASE

CommonwealthBank



Lease

Ground Floor, 248 Union Road, Ascot
Vale, Victoria

Stars of the Universe Pty Ltd (**Landlord**)

Commonwealth Bank of Australia (**Tenant**)

MinterEllison

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Lease

Ground Floor, 248 Union Road, Ascot Vale, Victoria

CBA property number: 85473

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Reference Schedule

Date

Parties

Name **Stars of the Universe Pty Ltd ACN 088712369**
Short form name **Landlord**
Notice details 14 Angler Parade
Ascot Vale VIC 3032
Facsimile: Not applicable
Email: adam@wedapartners.com.au
Attention: Adam Farrugia

Name **Commonwealth Bank of Australia ACN 123 123 124**
Short form name **Tenant**
Notice details Hand deliveries: Group Property
Commonwealth Bank Place North
Level 8A, 1 Harbour Street
Sydney NSW 2000
Postal deliveries: Group Property
GPO Box 3899
Sydney NSW 2001
Facsimile: 1800 706 841
Email: leasingnotices@cba.com.au
Attention: Group Property

Items

- Item 1** **Premises (clause 1.1)**
The part of the ground floor of the Building known as 244 - 248 Union Road, Ascot Vale having a Lettable Area of approximately 87 square metres (subject to survey) being lot 3 on the Plan including the carspace or if PS729498X is registered, lot 3 on the registered plan of subdivision including the carspace.
- Item 2** **Term (clause 1.1)**
5 years beginning on 3 October 2016 and ending on 2 October 2021
- Item 3** **Option(s) to Renew (clause 19)**
2 further terms of 3 years each
- Item 4** **Rent (clause 3.1)**
\$33,000.00 plus GST for the first year and then as reviewed under this Lease

- Item 5** **Percentage Review Dates** (clause 3.2)
Not applicable
- Item 6** **Percentage increase** (clause 3.2)
Not applicable
- Item 7** **Index Review Dates** (clause 3.3)
Each anniversary of the Commencement Date during the Term
- Item 8** **Market Review Dates** (clause 3.4)
On commencement of the first further term
On commencement of the second further term
- Item 9** **Rent Review in Option Term** (clause 19.2(b))
- | Date | Review Method |
|--|----------------------|
| Each anniversary of the commencement date of the first further term | Index Review |
| Each anniversary of the commencement date of the second further term | Index Review |
- Item 10** **Tenant's proportion of Operating Expenses** (clause 4.2)
100%
- Item 11** **Permitted Use** (clause 6.1)
Commercial, financial or banking purposes or any other purpose permitted by law.
- Item 12** **Land** (clause 1)
The whole of the land described in certificate of title Volume 07360 folio 883 or if this certificate of title is cancelled, the land at 244 – 248 Union Road, Ascot Vale.

Information table appendix

1. A new clause 1.5 is inserted as follows:

1.5 Handover, Access and Landlord Works

- (a) Prior to the Commencement Date, the Landlord must complete the following works to or in the Premises:
- (i) ensure the Premises are watertight, waterproof and windproof;
 - (ii) ensure the kitchen exhaust meets AS1668 with relation to horizontal duct runs of kitchen exhaust (fall and access panels);
 - (iii) if required, install equipment to filter the outside air (insect screens are not sufficient);
 - (iv) install even flooring reading for the application of the Tenant's carpet tiles;
 - (v) paint the walls with undercoat ready for the Tenant to apply a topcoat of paint;
 - (vi) install a 1 metre step up which complies with all applicable laws, regulations and codes which leads to the kitchenette and toilets;
 - (vii) install level access into the Premises; and
 - (viii) remove the existing air conditioning split cycle system from the Premises ('Landlord's Works').
- (b) The Landlord's Works must be:
- (i) carried out in a proper and workmanlike manner and in accordance with all applicable laws;
 - (ii) completed to a professional standard and in accordance with the Tenant's reasonable requirements including the Tenant's document entitled Minimum Tenancy Standards; and
 - (iii) acceptable to the Tenant (acting reasonably).
- (c) Prior to the Commencement Date, the Landlord must, at its cost, provide the Tenant with:
- (i) a certificate of compliance for the whole of the Building; and
 - (ii) a survey of the Premises and the Building showing the Lettable Area of the Premises.
- (d) If the Landlord has not completed the Landlord's Works in accordance with clauses 1.4(a), 1.4(b) and 1.4(c) prior to the Commencement Date the Tenant may, at the Tenant's election, complete the Landlord's Works on behalf of the Landlord and the Tenant is entitled to deduct the cost of the works from the Rent.'

2. Not used.

3. Clause 4.1(bb) (new) – Insert a new clause 4.1(bb) after clause 4.1(b) as follows:
'(bb) Owners Corporation (as defined in clause 23) fees'.
4. In clause 4.2 the words 'bears to the lettable' are deleted and replaced with 'bears to the lettable or residential'.
5. Clause 4.3(e) is deleted and replaced with:
'(e) within three months of the end of each Financial Year following a review of Operating Expenses, any necessary adjustment between the estimated and actual Operating Expenses payable by the Tenant must be made and any refund or further payment made by the relevant party except that the Tenant shall not pay any amount in respect of any actual Operating Expenses (other than council and water rates and other charges payable to any authority) that exceed the estimated Operating Expenses by more than 15%.'
6. Clause 7.6(c) (Failure of Building Services) is deleted.
7. Clause 7.7 (Failure of Air conditioning) is amended by deleting 'or 7.6(c)' in line 2.
8. A new clause 21 is inserted as follows:

21. Approvals

 - (a) In this clause 21:
 - (i) **Approvals** means all necessary development consents, planning and building permits and approvals required for the lawful fitout of the Premises and use of the Premises for the Permitted Use.
 - (ii) **Sunset Date** means the date which is 6 months after the date of this Lease or such later date as the Landlord and the Tenant agree in writing.
 - (b) At the request of the Tenant, the Landlord must execute and deliver to the Tenant or to the relevant authority such form of consent to any application for an Approval made by the Tenant and supply any information within the possession or control of the Lessor as may be reasonably required for the purposes of such application.
 - (c) Providing the Landlord complies with clause 21(b), the Tenant must endeavour to obtain the Approvals by the Sunset Date.
 - (d) If for any reason the Tenant does not obtain the Approvals by the Sunset Date the Tenant may at any time after the Sunset Date, but before the Tenant obtains the Approvals, terminate this Lease by written notice to the Landlord.
 - (e) If the Tenant terminates this Lease under this clause 21:
 - (i) this lease ends immediately but without prejudice to any matter or thing occurring prior to termination;
 - (ii) the Tenant is not liable to the Landlord for any costs incurred by the Landlord under or in respect of this Lease or the Tenant's failure to obtain the Approvals; and
 - (iii) subject to clause 21(e)(i), the Landlord has no any claim against the Tenant and the Tenant has no further interest in the Premises.'
9. A new clause 22 is inserted as follows:

'22. Payment Free Period

Despite the provisions of this Lease, the Tenant is not required to pay Rent for the period of 3 months commencing from the Commencement Date.'

10. A new clause 23 is inserted as follows:

'23 Owner's Corporation

If the Landlord lodges PS729498X for registration and it is registered the Landlord must:

- (a) exercise its voting power in relation to and as a member of Owners Corporation PS729498X (**Owners Corporation**) against any resolution which will:
 - (i) affect the Tenant's or its licensee's business to be conducted from the Premises; or
 - (ii) derogate in any way from the grant of this Lease or the Tenant's rights contained in this Lease; and
- (b) use best endeavours to:
 - (i) procure to be passed any resolutions by the Owners Corporation which are necessary to allow this Lease to operate according to its terms or which are requested by the Tenant (acting reasonably); and
 - (ii) procure that no resolution is passed by the Owners Corporation which will or may have the effect of limiting or derogating from the rights to be granted to the Tenant under this Lease and if such a resolution is passed the Tenant may, in its absolute discretion, terminate this Lease by notice to the Landlord.'

11. A new clause 24 is inserted as follows:

'24 Landlord to pay

The Landlord will pay to the Tenant \$3,600.00 within 7 days of the Landlord receiving this lease executed by the Tenant.'

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this Lease, except where the context otherwise requires:

Australian Institute means the Australian Property Institute (Inc.) Victorian Division.

Building means all improvements on the Land excluding Tenant's Property but including any structural modifications made by the Tenant.

Business Day means a day that is not a Saturday, Sunday or public holiday in the State or territory in which the Land is located.

CBA means Commonwealth Bank of Australia ACN 123 123 124.

Claim includes any claim or legal action and all costs and expenses incurred in connection with it.

Commencement Date means the commencing date set out in Item 2 .

Common Areas means the areas of the Building and the Land provided by the Landlord for common use, where the Premises do not comprise the whole of the Land.

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

Environmental Law includes any Official Requirement (whether past, present or future) concerning health, safety, indoor air or pollution or protection of the environment.

Environmental Liability includes any obligation, expense, penalty or fine arising under any Environmental Law, including but not limited to the phasing out of R22, or in connection with any hazardous substances or wastes, including but not limited to asbestos, petroleum, chlorofluorocarbons and polychlorinated biphenyls.

Financial Year means 1 July to 30 June.

GST has the same meaning as in clause 15.

Incentive means any inducement, incentive or concession of whatsoever nature and howsoever called or structured (including any premium or capital payment, any period of abatement or reduction of rent or other moneys, or any fitout above the standard fitout of premises paid for by the landlord or otherwise) in connection with a tenancy.

Index Number means the Consumer Price Index (All Groups) for the capital city of the State or territory in which the Land is located, published by the Australian Bureau of Statistics. If that Index no longer exists, **Index Number** means an index that the president of the Australian Institute decides best reflects changes in the cost of living in the capital city of the State or territory in which the Land is located.

Index Review Dates means the index review dates set out in Item 7 .

Insolvency Event means when the Tenant:

- (a) is insolvent within the meaning of section 95A of the Corporations Act;
- (b) is presumed by a court to be insolvent by reason of section 459C(2) of the Corporations Act;
- (c) has a liquidator or provisional liquidator appointed in respect of it;

- (d) has an administrator appointed over all or substantially all of its assets or undertaking (and whose appointment is not withdrawn within five Business Days);
- (e) has a receiver, receiver and manager or other controller within the meaning of section 9 of the Corporations Act or similar officer appointed to all or substantially all of its assets or undertaking (and whose appointment is not withdrawn within five Business Days);
- (f) except to reconstruct or amalgamate while solvent, has an application or order made, a resolution passed, an application to a court made or other steps taken against or in respect of it (other than frivolous or vexatious applications or steps or an application withdrawn or dismissed within 30 Business Days) for its winding up or dissolution or for it to enter an arrangement, compromise or composition with or assignment for the benefit of its creditors, a class of them or any of them; or
- (g) admits in writing that it is, or is declared to be, insolvent or unable to pay all of its debts when they become due and payable.

Item means an item in the Reference Schedule.

Land means the land described in Item 12 .

Landlord's Property means any property owned or installed by the Landlord in the Premises.

Lease means the cover pages of this Lease (if any), the agreed terms, the Reference Schedule and any annexures to this Lease.

Major Repairs means any repairs or maintenance to or replacement of any defective component of the air conditioning system whether of a capital or structural nature or not, the cost of which would be \$2,000 or more.

Market Review Dates means the market review dates set out in Item 8 .

Official Requirement means any requirement, notice, order or direction of any authority and includes the provisions of any statute, ordinance, by-law, legislative instrument or the Building Code of Australia.

Operating Expenses has the meaning given to that term in clause 4.1.

Option(s) to Renew means the options to renew set out in Item 3 .

Percentage Review Dates means the percentage review dates set out in Item 5 .

Permitted Use means the permitted use set out in Item 11 .

Plan means the plan of the Premises (if any) attached to this Lease as Annexure A.

Premises means the premises described in Item 1 , and where they do not include the whole of the Land, the boundaries of which are:

- (a) the upper surface of the floor slab (under any floor covering);
- (b) the lower surface of a suspended ceiling, or if there is no suspended ceiling, the lower surface of the ceiling (in either case above any paint or other ceiling decoration and recessed fittings);
- (c) the inside surface of external walls or internal structural walls of the Building (behind any paint or wall paper and recessed fittings); and
- (d) the centre line of internal non-structural walls dividing the Premises from other premises or from Common Areas,

and includes the Landlord's Property.

Related Corporation means a related body corporate (within the meaning of the Corporations Act).

Rent means the rent set out in Item 4 .

Review Date means a Percentage Review Date, Index Review Date or Market Review Date.

Services means all utilities and services in the Building or the Premises including electricity, water, gas, sewerage, telecommunications, lifts, air conditioning and fire safety equipment.

Tenant means CBA and its successors and permitted assigns.

Tenant's Employees means each of the Tenant's employees, contractors, agents, customers, subtenants or licensees who may be in the Premises or on the Land.

Tenant's Property includes all fixtures and other articles in the Premises supplied or installed by the Tenant.

Term is the term set out in Item 2 .

Valuer means a fellow or an associate, of not less than five years' standing, of the Australian Institute, active in the relevant market at the time of appointment and with at least three years' experience in valuing the kind of premises leased by this Lease and if the *Retail Leases Act 2003* (VIC) applies, who is a specialist retail valuer as defined in that Act.

1.2 Interpretation

In this Lease, except where the context otherwise requires:

- (a) the singular includes the plural and vice versa, and a gender includes other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;
- (c) a reference to a clause, paragraph, schedule, Reference Schedule or annexure is to a clause or paragraph of, or schedule or Reference Schedule or annexure to, this Lease, and a reference to this Lease includes any schedule or annexure;
- (d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (e) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (f) a reference to a party includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (g) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (h) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (i) the meaning of general words is not limited by specific examples introduced by including, for example or similar expressions;
- (j) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;

- (k) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (l) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this Lease or any part of it; and
- (m) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

1.4 Special conditions

The special conditions (if any) in the Information table appendix are terms of this Lease and prevail to the extent of any inconsistency with any other provision of this Lease.

2. Term and holding over

2.1 Term

The Landlord leases the Premises to the Tenant for the Term.

2.2 Tenancy at will

If the Tenant continues to occupy the Premises after the Term then:

- (a) the Tenant does so as a tenant at will on the same basis as at the last day of the Term; and
- (b) either party may terminate the tenancy by giving to the other three months' notice expiring on any day.

3. Rent and Rent reviews

3.1 Rent

The Tenant must:

- (a) pay the Rent by equal monthly instalments in advance on the first day of each month;
- (b) pay the first instalment on the date this Lease commences;
- (c) if necessary, pay the first and last instalments apportioned on a daily basis; and
- (d) pay all instalments by electronic funds transfer to the Landlord's nominated bank account.

3.2 Percentage Review

If Percentage Review Dates are inserted in Item 5 , then on each Percentage Review Date, the Rent must increase by the percentage in Item 6 .

3.3 Index Review

If Index Review Dates are inserted in Item 7 , then the Rent must be reviewed on each Index Review Date to an amount represented by A where:

$$A = \frac{B}{C} \times D$$

Where B = the Index Number for the quarter ending immediately before the relevant Index Review Date;

C = the Index Number for the quarter one year before the quarter in B; and

D = the Rent payable immediately before the Index Review Date.

3.4 Market Review

If Market Review Dates are inserted in Item 8, then either party may serve a notice on the other setting out the Rent that it considers to be the market rent for the Premises within the period commencing three months before and ending three months after a Market Review Date. If neither party does so, the Rent will remain unchanged.

3.5 Valuer to settle if dispute

If the Landlord and the Tenant have not agreed on the market rent for the Premises within 30 days after service of the first notice served under clause 3.4 then:

- (a) each party must appoint a Valuer to meet to endeavour to resolve the dispute. If the dispute is not resolved within 60 days of service of the first notice under clause 3.4, the dispute must be referred for determination by a Valuer to be nominated by the president of the Australian Institute at the request of either party. The appointed Valuer must determine the market rent at the particular Market Review Date acting as an expert and not as an arbitrator and give a written determination with reasons within 60 days of the Valuer's appointment;
- (b) the Valuer's determination is final and binding on the Landlord and the Tenant; and
- (c) the Valuer's costs must be paid by the Landlord and the Tenant equally and either party may pay the Valuer's costs and recover one half of the amount paid from the other party.

3.6 Review criteria

The following is the process to be followed and the criteria for the Valuer to consider in determining the market rent for the Premises:

- (a) a Valuer who accepts appointment under this clause 3.6 may confer with the Landlord or the Tenant and may require either party to supply information relevant to the determination. Any request for information must be complied with promptly by the party to whom it is directed, who must provide a copy of that information to the other party;
- (b) the Landlord and the Tenant may make written submissions or supply other relevant information to the Valuer in relation to the market rent within 30 days of the Valuer's appointment. A party making a written submission or supplying other relevant information must at the same time make a copy of it available to the other party;
- (c) the Valuer must not determine the market rent until the expiration of that period of 30 days;
- (d) all information given to the Valuer is confidential and must not be used other than for the purposes of this clause 3.6; and
- (e) the Valuer must determine the market rent of the Premises:
 - (i) on the basis that the Premises are available for lease by a willing landlord to a willing tenant of comparable financial standing to the Tenant;
 - (ii) without regard to the goodwill attributed to the Premises by reason of the Tenant's use of the Premises;
 - (iii) on the basis of the terms of this Lease;

- (iv) without taking account of any fixtures, fittings and other items of the Tenant installed in the Premises and any improvements to the Premises made by the Tenant; and
- (v) having regard to the current effective market rents for:
 - (A) recently granted leases; and/or
 - (B) leases for sitting tenants for which there has been a recent market review (not being rents determined pursuant to rent reviews that are not market reviews),
being leases of comparable premises in the same locality, by, if appropriate, discounting the rent stated in those leases:
 - (C) for the value of any Incentives given, or to be given, to those tenants; and
 - (D) for any GST component built into the rent; and
- (vi) without regard to and with no additional amount levied for the Tenant's entitlement to:
 - (A) use any car parking on the Land; or
 - (B) naming or signage rights,
 whether such use or right is conferred under this Lease or any other instrument.

3.7 Reviewed Rent

The revised Rent determined under clauses 3.5 and 3.6 must not be more than 3% above the Rent payable immediately prior to the Review Date.

3.8 Payment of reviewed Rent

Until a revised Rent has been agreed or determined in respect of a Review Date, the Tenant must continue to pay the Rent payable prior to the Review Date. Any variation in Rent takes effect on the Review Date, and within 30 days of the agreement or determination, the Landlord must refund any overpaid Rent or the Tenant must pay any shortfall.

4. Operating Expenses

4.1 Definition of Operating Expenses

Operating Expenses are limited to:

- (a) council and water rates and other charges payable to any authority; and
- (b) reasonable insurance premiums for any 12 month period effected by the Landlord (but not including loss of rent) relating to the Building, its use and occupancy,

incurred by the Landlord in respect of the Land and does not include the amount of any refund or credit of GST to which the Landlord is entitled.

Operating Expenses does not include:

- (c) land tax or the Landlord's income tax or capital gains tax;
- (d) costs of structural repairs or works of a capital nature;
- (e) expenses due solely to the Tenant's use of the Building;
- (f) contributions to a depreciation or sinking fund; or

- (g) any other items prescribed as non-recoverable outgoings either under or by regulation under the *Retail Leases Act 2003* (VIC), whether or not that Act applies to this Lease.

4.2 Tenant's proportion of Operating Expenses

The term 'Tenant's proportion of Operating Expenses' means that proportion which the lettable area of the Premises bears to the lettable area of the Building. The areas are calculated according to the Property Council of Australia's method of measurement appropriate for this type of premises and current at the time of calculation or any equivalent that the Tenant consents to. At the Commencement Date the proportion is the percentage set out in Item 10 .

4.3 Payment of Operating Expenses

The Landlord and Tenant must deal with Operating Expenses as follows:

- (a) the Tenant must pay the Tenant's proportion of Operating Expenses;
- (b) the Landlord must notify the Tenant of the Landlord's estimate of the Operating Expenses in advance of each Financial Year;
- (c) upon receipt of a tax invoice, the Tenant must pay the Landlord the Tenant's proportion of the estimate by equal monthly instalments (except that, if necessary, the first and last instalments must be apportioned on a daily basis), in advance at the same time as the Tenant is required to pay Rent;
- (d) regardless of the provisions of clause 4.3(b), the Landlord must give an audited statement of the actual Operating Expenses within one month of the end of each Financial Year;
- (e) within three months of the end of each Financial Year following a review of Operating Expenses, any necessary adjustment between the estimated and actual Operating Expenses payable by the Tenant must be made and any refund or further payment made by the relevant party; and
- (f) the Landlord may not submit any request for payment of Operating Expenses which were incurred more than 12 months prior to the end of the current Financial Year.

4.4 Expenses Due to Tenant's sole use

The Tenant must pay:

- (a) to the relevant authorities all charges for gas, electricity, water and telephone where they are separately metered to the Premises; and
- (b) to the Landlord all expenses due solely to the Tenant's use of the Building.

4.5 Landlord's obligations

Except where it is the Tenant's responsibility, the Landlord must promptly pay all rates, taxes and other assessments for the Building and the Land.

5. Damage and destruction

5.1 Rent reduction

If the Premises or the Building are damaged or destroyed and as a result the Tenant and the Tenant's Employees cannot fully use or gain access to the Premises or part of the Premises then from the date that the Tenant notifies the Landlord of the damage or destruction the Landlord:

- (a) must reduce the Rent and any other money owing to the Landlord by a reasonable amount depending on the type and extent of damage or destruction; and
- (b) cannot enforce clause 7.1 against the Tenant,

until the Premises are fit for use or accessible.

5.2 Tenant may terminate

The Tenant may terminate this Lease by notice to the Landlord unless the Landlord:

- (a) within 60 days of receiving the Tenant's notice of termination, notifies the Tenant that the Landlord will reinstate the Premises; and
- (b) carries out the reinstatement works within a reasonable time.

5.3 Exceptions

Clauses 5.1 and 5.2 will not apply where an insurer under any policy effected by the Landlord refuses to indemnify or reduces the sum payable under the policy because of any negligent act or omission of the Tenant or the Tenant's Employees.

5.4 Landlord may terminate

If the Landlord considers the damage to the Premises renders it impractical to reinstate the Premises it may terminate this Lease by giving the Tenant at least one month's notice ending on any day of the month. At the end of that month's notice, this Lease ends.

5.5 Dispute resolution

Any dispute under this clause 5 must be determined by a member of the Australian Institute appointed by its president at the request of either party and who must, in making the determination, act as an expert and not as an arbitrator and the determination is final and binding on both parties. The cost of the determination must be paid by both parties equally unless otherwise decided by the member.

5.6 Antecedent rights

Termination under this clause 5 does not affect either party's accrued rights before termination.

6. Use of the Premises

6.1 Permitted Use

The Tenant must only use the Premises for the Permitted Use.

6.2 Restrictions on use

The Tenant must not knowingly:

- (a) cause a nuisance to tenants of adjacent premises;
- (b) overload any Services;
- (c) damage the Landlord's Property;
- (d) do any building work requiring local authority consent without the Landlord's prior consent; or
- (e) do anything that may invalidate the Landlord's insurance.

6.3 Automatic teller machines

Despite clause 6.2(d), if CBA is the Tenant and complies with all relevant Official Requirements, the Tenant may:

- (a) without the Landlord's consent, install, maintain and operate automatic teller machines, information dispensing machines, safes, telecommunications equipment and similar installations within the Premises; and

- (b) with the Landlord's consent, which consent will not be unreasonably withheld, install automatic teller machines through any exterior wall of the Premises.

6.4 Tenant's security

At its cost the Tenant may provide any security services for the Premises required by the Tenant.

6.5 Naming, signage and telecommunications equipment

- (a) During the Term the Tenant has the right to:
 - (i) display any signs; and
 - (ii) install telecommunications equipment including any aerial or antenna or satellite reception dish or other apparatus necessary for the proper reception of radio or television or satellite signals (**Apparatus**),

having first obtained the Landlord's consent in respect of the display of any signs or installation of Apparatus requiring structural work.
- (b) If the Tenant wishes to install signs or Apparatus on common property the Landlord must use its reasonable endeavours to procure the consent of the relevant owners corporation or, if necessary, the granting of a licence from the relevant owners corporation to the Tenant (at the Tenant's cost).

6.6 Official Requirements - Landlord

The Landlord must:

- (a) comply with all Official Requirements relating to:
 - (i) the Building and the Land;
 - (ii) the fire sprinkler and fire protection system for the Building; and
 - (iii) water supplied to the Building or the Land; and
- (b) if asked by the Tenant, provide the Tenant with a copy of all certificates obtained by the Landlord to comply with Official Requirements.

6.7 Official Requirements - Tenant

The Tenant must, at its expense, comply with any Official Requirements arising out of the Tenant's use of the Premises or relating to the Tenant's Property where failure to do so may prejudice the Landlord.

6.8 Official Requirements and structural works

- (a) Subject to clause 6.8(b), if any Official Requirement requires structural or capital works to be carried out, the Tenant must pay for them only if they are directly and solely attributable to the Tenant's business in the Premises, otherwise the Landlord must pay for them.
- (b) Any Official Requirement requiring:
 - (i) installation of any equipment, structure, signage, facility or any fixture; or
 - (ii) modification of the Landlord's Property or the Building,

under any disability discrimination legislation, including any disability standards within the meaning of the *Disability Discrimination Act 2002* (Cth), will be the Landlord's responsibility.

6.9 For sale or lease

If the Landlord wishes to sell the Land or lease the Premises, as the case may be:

- (a) if the Land is for sale, the Landlord must promptly notify the Tenant of its intention to sell the Land and may put up for sale signs on the Land;
- (b) if the Premises are for lease, signs may only be put up on the Premises within the last three months of the Term;
- (c) if the Land is for sale or lease, subject to clause 6.10, the Landlord may show anyone through the Premises; and
- (d) in placing any signs, the Landlord must not interfere with, nor derogate from, the effect of the Tenant's signs, detrimentally impact on its business in the Premises or security in the Premises.

6.10 Entering the Building

When entering the Building for inspections, repairs or maintenance, the Landlord must:

- (a) be accompanied by an authorised representative of the Tenant;
- (b) give the Tenant at least five days' notice before entry (no notice being necessary in an emergency); and
- (c) cause as little disruption to the Tenant's business as is reasonably possible in the circumstances.

The Landlord must:

- (d) not enter areas where the Tenant stores, counts or deals with cash; and
- (e) immediately notify the Tenant of any entry made into the Premises as a result of an emergency and give the Tenant reasonable details of the emergency.

6.11 Emergency evacuation procedure and drills

The Tenant and the Tenant's Employees must comply with all the Landlord's requirements for participation in emergency evacuation procedures and drills. However, the Tenant may in addition, when the Tenant reasonably determines it necessary to do so, conduct its own emergency evacuation procedures, drills and training to the Tenant's Employees.

6.12 Common Areas

The Tenant and the Tenant's Employees may use the Common Areas but must obey all reasonable directions given by the Landlord relating to their use.

6.13 Unimpeded access

The Landlord must:

- (a) not take any action which impedes or alters access or visibility by the visitors to the Premises or causes disruption to the Tenant's trading in the Premises; and
- (b) take all reasonable steps to prevent or stop any disruption to the Tenant's business within the Landlord's control.

6.14 24 hour access

The Tenant may access the Premises 24 hours a day, 7 days a week, except if there is an emergency or if the Building is required to be closed due to any Official Requirement.

7. Maintenance and repair

7.1 Tenant's cleaning and maintenance

The Tenant must:

- (a) keep the Premises clean and tidy; and
- (b) keep the Tenant's Property and any shop front in the Premises clean and maintained in good order and condition.

7.2 Repair by Tenant

The Tenant must:

- (a) keep the Premises in good repair and condition having regard to their condition at the Commencement Date and excluding fair wear and tear, and works of a capital or structural nature;
- (b) fix any damage caused by the Tenant or the Tenant's Employees;
- (c) maintain, repair and replace lights, light fittings and light globes connected to any separately metered electricity supply to the Premises;
- (d) maintain, perform minor repairs on, inspect and test the fire sprinkler system, fire protection system, fire doors and emergency and exit lights in the Premises but not including any major repairs, replacements or any works of a capital or structural nature;
- (e) maintain and repair toilets within the Premises;
- (f) paint the interior of the Premises when the Tenant reasonably determines it is necessary to do so; and
- (g) repair and, where the Tenant reasonably determines it is necessary to do so, replace, glass within the Premises.

7.3 Repair by Landlord

Subject to the Tenant's obligations under clause 7.2, the Landlord must repair and maintain the Building and the Land whenever reasonably required. Without limiting the general scope of this obligation, the Landlord must, using appropriately qualified tradesmen and first class materials, repair and maintain:

- (a) the Building so that it is waterproof, windproof and free of leaks or seepage;
- (b) subject to clause 7.2(d), the fire sprinkler and fire protection system for the Building;
- (c) the roof including:
 - (i) repairing and eliminating the causes of leaks; and
 - (ii) cleaning guttering;
- (d) all external fences, walls and facades of the Building including cleaning and painting of those fences, walls and facades;
- (e) all gardens and lawns including tree pruning;
- (f) any car park, pavement or pedestrian accessways; and
- (g) lights, light fittings and light globes which are not connected to any separately metered electricity supply to the Building.

7.4 Landlord works

The Landlord must:

- (a) carry out repairs or maintenance to the Building and the Land which are of a capital or structural nature, unless that work is solely and directly attributable to the Tenant's business in the Premises;
- (b) carry out all works, only after prior consultation with the Tenant as to the staging and timing of those works, to ensure minimal disruption to the Tenant's business; and
- (c) except where otherwise agreed with the Tenant, whenever possible, carry out all works outside of the Tenant's usual trading hours.

7.5 Services

The Landlord must:

- (a) maintain the Landlord's Property in accordance with current commercial best practice and, within a reasonable time after the Tenant requests, give the Tenant:
 - (i) copies of service reports in relation to plant and equipment; and
 - (ii) an inspection report in relation to plant and equipment, prepared by the manufacturer or maintenance contractor, at least once every six months;
- (b) do everything reasonable to ensure the Services operate efficiently during normal working hours; and
- (c) regularly clean and remove garbage and refuse from the Common Areas (if any) and maintain the Common Areas (if any) to a standard consistent with the condition of the Building at the Commencement Date.

7.6 Failure of Building Services

The Tenant need not pay Rent for any Business Days in which the following things happen (except to the extent caused by the Tenant or the Tenant's Employees):

- (a) supply of electricity to the Premises ceases for eight consecutive business hours other than because of:
 - (i) damage to the transmission system outside the Premises; or
 - (ii) a failure of supply from the supplier to the Building not caused by an act or omission by the Landlord; or
- (b) any lifts that ordinarily serve the Building cease operating for eight consecutive business hours; or
- (c) the air conditioning or heating to the Premises cease operating for eight consecutive business hours after notice of a problem requiring Major Repair is given to the Landlord.

7.7 Failure of air conditioning

If the air conditioning or heating to the Premises fails in circumstances anticipated in either clause 7.6(a) or 7.6(c) and is not repaired within 48 hours from the time the Landlord is notified of such failure, the Tenant may install portable heating or cooling units in the Premises at the Landlord's expense until the air conditioning service to the Premises is restored and fully functional.

7.8 Notice of damage or defect in Services

The Tenant must promptly give the Landlord notice of which it is aware of:

- (a) any damage to, defect or disrepair in the Services or the Landlord's Property; and
- (b) any circumstances likely to cause any risk, to the Premises or any person.

7.9 Air conditioning - Tenant's obligations

- (a) The Tenant must at its cost maintain and repair:
 - (i) any base building air conditioning system separately supplying the Premises;
 - (ii) any air conditioning cooling towers dedicated to any air conditioning system separately supplying the Premises;
 - (iii) any air conditioning system separately supplying any computer equipment within the Premises; and
 - (iv) any stand-alone air conditioning units supplying the Premises that are not connected to the main tenancy air conditioning system and that supply one room within the Premises only.
- (b) Notwithstanding anything in this clause 7.9 if the Tenant is required to carry out Major Repairs, then the Tenant may require the Landlord to repair or replace the air conditioning system components or if necessary the air conditioning system at the Landlord's cost. If the Tenant so requires then the Landlord must replace the air conditioning system with a comparable system within a reasonable time of receiving notice from the Tenant to do so.

7.10 Air conditioning - Landlord's obligations

The Landlord must at its own cost undertake any Major Repairs.

7.11 Landlord may do Tenant's repairs

The Landlord may carry out any of the Tenant's obligations on the Tenant's behalf if the Tenant does not carry them out within a reasonable time after being notified by the Landlord in writing of the need to comply with its obligations. If the Landlord does so, the Tenant must promptly pay the Landlord's costs.

7.12 Tenant may do Landlord's repairs

The Tenant may carry out the Landlord's obligations on the Landlord's behalf if the Landlord does not carry them out within a reasonable time. If the Tenant does so, the Tenant may deduct the costs of doing so from future Rent payments.

7.13 Tenant's priority service level response

Despite anything in this Lease, while CBA or a Related Corporation is the Tenant, the Tenant may immediately carry out any of the Landlord's repair, maintenance or replacement obligations (including to the air conditioning system) if it reasonably determines that:

- (a) any damage or defect in the Building or on the Land will have a significant impact on the Tenant's business operation in the Premises or is at risk of having a significant impact on the Tenant's business operation in the Premises;
- (b) any damage or defect in the Premises or on the Land will have a significant customer service impact;
- (c) any injury has occurred in the Building or on the Land or an immediate threat of injury in the Building or the Land is present or any other occupational health and safety issue has arisen;
- (d) there has been significant damage to the Building, being damage where the cost of repair is equal to or greater than \$10,000; or

- (e) an environmental or occupational health and safety issue has arisen which presents immediate risk of significant contamination of the Building, the Tenant's Employees' workplace, or the environment.

If the Tenant carries out any repairs under this clause 7.13, the Tenant may deduct the costs of doing so from future Rent payments.

8. Assignment and subletting

8.1 Assignment conditional

The Tenant must obtain the Landlord's consent before the Tenant assigns its interest in the Premises.

8.2 Criteria for Landlord's consent

The Landlord must give its consent if:

- (a) the new tenant is a Related Corporation; or
- (b) the Tenant satisfies the Landlord that the new tenant is financially secure and has the ability to carry out the Tenant's obligations in this Lease, and
 - (i) the new tenant signs any agreement and gives any security which the Landlord reasonably requires;
 - (ii) the Tenant complies with any other reasonable requirements of the Landlord;
 - (iii) the Tenant is not in material breach of the Lease at the time the assignment proceeds; and
 - (iv) the Tenant pays the Landlord's reasonable costs of giving its consent.

8.3 Change in control

If the Tenant is not a listed corporation or not a subsidiary of a listed corporation and there is a proposal that:

- (a) a person or a group of persons cease to be entitled to at least 50% of the Tenant's share capital; or
- (b) there is a proposed change in the shareholding of the Tenant or its holding company so that a different person or group of persons will control the composition of the board of directors or more than 50% of the shares giving a right to vote at general meetings,

then before the proposed change can take place, the Tenant must obtain the Landlord's consent. The Landlord must give its consent if the Tenant:

- (c) is not in default under this Lease;
- (d) proves to the Landlord's reasonable satisfaction that if the proposed change takes place, the Tenant will be as:
 - (i) respectable and responsible;
 - (ii) unlikely to create a security risk; and
 - (iii) financially sound and capable of complying with the Tenant's payment obligations under this Lease and under any renewal of this Lease,as it was immediately before the change was proposed.

8.4 Subletting and licensing

The Tenant may sublet and grant licences to the whole or any part of the Premises without the Landlord's consent.

9. Insurances

9.1 Tenant's insurance

The Tenant must maintain insurance for:

- (a) public risk for at least \$20,000,000 noting the Landlord's interest under the policy; and
- (b) the Tenant's Property for its full value.

9.2 Tenant's policies

All policies under this clause 9 must be acceptable to the Landlord and with an insurer approved by the Landlord.

9.3 Proof of insurance policies

The Tenant must give the Landlord evidence of its insurance if the Landlord asks for it.

9.4 Blanket insurance policy

While the Tenant is CBA, the Tenant's obligations under this clause 9 are satisfied if the Premises and the Tenant's Property are included in CBA's blanket insurance policy.

9.5 Landlord's insurance

The Landlord must:

- (a) insure the Building for its full replacement value; and
- (b) give the Tenant evidence of the Landlord's insurance if the Tenant asks for it.

If the Tenant does anything which increases the Landlord's premiums, the Tenant must pay to the Landlord the increase in the cost of the premium.

10. Indemnities

10.1 Indemnity

The Tenant indemnifies the Landlord and agrees to keep the Landlord indemnified against all loss or damage which the Landlord suffers which is caused directly by:

- (a) any default by the Tenant under this lease;
- (b) the negligent use or misuse by the Tenant of the Services or the Utility Services in the Premises;
- (c) any overflow or leakage of water (including rain water) in or from the Premises to the extent caused or contributed to by the Tenant's wilful act or omission, negligence or default; and
- (d) loss, damage or injury to property or persons in the Premises caused by the Tenant's negligent use of the Premises.

10.2 Release

- (a) The Tenant:
 - (i) must occupy, use and keep the Premises at the risk of the Tenant; and

- (ii) releases to the extent permitted by law the Landlord from all actions, claims, demands and losses resulting from any accident, damage, loss, death, injury, cost or expense occurring in the Premises.
- (b) The release under clause 10.2(a)(ii) is absolute except to the extent that the accident, damage, loss, death, injury, cost or expense is caused by the Landlord's wilful act or omission, negligence or default.

11. Landlord's obligations

11.1 Quiet enjoyment

The Landlord must ensure that the Tenant is able to use the Premises during the Term without interruption or disturbance except where otherwise allowed by this Lease.

11.2 Rates and taxes

The Landlord must pay all rates, taxes and other assessments and costs incurred in respect of the Premises, the Building and the Land which are not directly payable by the Tenant under this Lease or by another tenant of the Building.

11.3 Mortgagee's consent

This Lease is conditional on the written consent of any mortgagee of the Land, which must be obtained by and at the expense of the Landlord. If the mortgagee's consent is not obtained within a reasonable time before the commencement of the Term, the Tenant may:

- (a) terminate this Lease; or
- (b) apply for the mortgagee's consent to this Lease at the Landlord's cost.

If required by the mortgagee, the Landlord and the Tenant must sign a deed or any other document containing the reasonable terms and conditions of mortgagee's consent.

11.4 New tenancies in the Building

If the Landlord proposes entering into a lease of any other premises in the Building, the Landlord must consult with the Tenant and give consideration to the Tenant's reasonable requirements as to whether the proposed tenant could:

- (a) pose a security risk to the Tenant or the Building;
- (b) in the Tenant's opinion (acting reasonably) bring the Tenant or the Building into disrepute; or
- (c) cause disruption to the Tenant's occupation of the Premises for its Permitted Use where the proposed tenancy is above the ground floor level of the Building and the business carried on from those premises involves a public interface substantially greater than any other tenancy in the Building at the Commencement Date.

11.5 No Competitors

The Landlord must not lease premises in the Building to any competitor of CBA.

11.6 Public announcements

Prior to the Tenant taking occupation of the Premises the Landlord will not make any public announcements relating to the Tenant's tenancy without the parties consulting each other in utmost good faith.

12. Hazardous materials

12.1 Hazmat Report

- (a) At a date agreed between the parties but in any event no later than 15 Business Days prior to the Commencement Date, the Landlord must at its expense provide a hazardous materials report for the Premises, prepared by an expert (**Hazmat Report**). If the Landlord fails to provide a Hazmat Report not less than 15 Business Days prior to the Commencement Date, then the Tenant may commission a Hazmat Report at the Landlord's expense.
- (b) If the Hazmat Report is not satisfactory to the Tenant, acting reasonably, the Tenant may, in its absolute discretion, terminate this Lease.

12.2 Warranty of fitness

The Landlord warrants that:

- (a) at the Commencement Date the Land and the Building are fit for use and occupation;
- (b) during the Term the Land and the Building will remain fit for use and occupation;
- (c) as at the Commencement Date to the best of the Landlord's knowledge, information and belief:
 - (i) the Landlord has complied with all obligations imposed on the Landlord by or under any Environmental Law affecting the Land and Building; and
 - (ii) all Environmental Liabilities affecting the Land and Building known to the Landlord have been satisfied and are being complied with.

If the warranty given under clause 12.2(a) is false, the Tenant may, in its absolute discretion, terminate this Lease.

12.3 Environmental indemnity

The Landlord is responsible for and indemnifies the Tenant against any loss or damage suffered by the Tenant and occasioned by or arising out of:

- (a) any structural faults or defects including those inherent in the Building;
- (b) any condition of the Building or the Land which is dangerous to health, unsafe or hazardous;
- (c) a failure on the part of the Landlord, its servants, agents, contractors, or any other person claiming under the Landlord to take all steps reasonable in the circumstances to prevent persons being injured or suffering damage to property while on the Land or in the Building; or
- (d) any Environmental Liability in relation to the Land or Building,

except to the extent that the loss, damage or Environmental Liability arises as a direct result of the negligence or any act of the Tenant or the Tenant's particular use or occupation of the Premises.

12.4 Notification of environmental hazard

If, during the Term or any holding period under clause 2.2, either party identifies any hazardous materials in the Building or the Land, they must immediately notify the other party.

12.5 Landlord to rectify

Upon notification of the identification of any hazardous materials, the Landlord must immediately:

- (a) remove all hazardous materials from the Building or the Land wherever they are identified; and
- (b) provide to the Tenant a certificate that certifies that the Building and the Land is clear of any hazardous materials.

12.6 Tenant may rectify

If any hazardous materials are identified in the Premises and the Landlord fails to act expeditiously to remove them, the Tenant may remove such hazardous materials and make good the Premises and the cost of performing such removal and making good will be a debt due and owing from the Landlord to the Tenant capable of being set-off the Rent.

12.7 Sustainable and environmental practices

The Tenant discloses that it aims to operate using sustainable and good environmental practices in so far as is practicable. For that purpose:

- (a) the Landlord and the Tenant agree to meet periodically to discuss enhancing the environmental performance of the Building and the Land through management and operations and to determine what initiatives may be introduced with reference to a cost/benefit basis; and
- (b) where Services are not separately metered to the Premises, the Landlord will provide to the Tenant no later than six weeks after the end of any Financial Year, a report setting out the amount of water and energy consumed by the Tenant during the Financial Year just ended.

13. Default and termination

13.1 Default

The Tenant is in default and the Landlord may terminate this Lease if:

- (a) the Tenant has failed to pay Rent or Operating Expenses to the Landlord on time, and the Landlord has given the Tenant a notice specifying the amount owing and requiring the Tenant to pay it within 30 days after the notice is given;
- (b) an Insolvency Event occurs in respect of the Tenant, and the Landlord has given the Tenant a notice requiring the Tenant to prove to the Landlord's satisfaction within 14 days after the notice is given that it is no longer subject to the Insolvency Event; or
- (c) the Tenant has not complied with any other obligation under this Lease, and in the Landlord's reasonable opinion the non-compliance can be remedied, and the Landlord has given the Tenant a notice specifying the non-compliance and requiring the Tenant to remedy it within a reasonable time after the date the notice is given,

and the Tenant does not comply with a notice given by the Landlord under this clause 13.1.

13.2 Forfeiture of Lease

If the Tenant defaults and does not remedy the default when the Landlord requires it to do so, the Landlord may do any one or more of the following:

- (a) re-enter and take possession of the Premises;
- (b) by notice to the Tenant, terminate this Lease;
- (c) exercise any of its other legal rights; or
- (d) recover from the Tenant any loss suffered by the Landlord due to the Tenant's default.

13.3 Repudiation

If the Tenant repudiates this Lease or breaches an essential term of this Lease, which are:

- (a) to pay Rent (clause 3.1);
- (b) to pay Operating Expenses (clause 4.3(c));
- (c) to use the Premises for only the Permitted Use (clause 6.1);
- (d) to repair (clause 7.2); and
- (e) not to assign the Lease without consent (clause 8.1),

then the Landlord may recover all money payable by the Tenant under this Lease up to the end of the Term. However, the Landlord must minimise its loss.

13.4 Landlord's entitlement to damages

The Landlord's entitlement to damages is not limited or affected if:

- (a) the Tenant abandons the Premises;
- (b) the Landlord elects to re-enter the Premises or terminate this Lease;
- (c) the Landlord accepts the Tenant's repudiation; or
- (d) the parties' conduct constitutes or may constitute a surrender by operation of law.

The Landlord may remedy any default by the Tenant and recover its costs of doing so from the Tenant as a liquidated debt.

13.5 Waiver

No waiver by the Landlord is effective unless it is in writing. Despite the Landlord's knowledge at the time, a demand for Rent or other money owing by the Tenant or the subsequent acceptance of Rent or other money does not constitute a waiver of any earlier default by the Tenant.

14. Termination of Term

14.1 Tenant's obligations

On termination the Tenant must vacate the Premises and give it back to the Landlord in reasonably good repair, order and condition (excluding fair wear and tear) having regard only to the condition of the Premises at the date of first occupation by the Tenant.

14.2 Tenant's Property

Prior to vacating the Premises the Tenant may notify the Landlord of the Tenant's election to remove all or part of the Tenant's Property from the Premises and:

- (a) repair or reinstate the Premises to a reasonable condition; or
- (b) pay to the Landlord the reasonable cost of reinstatement of the Premises to a reasonable condition.

15. Goods and Services Tax

15.1 Interpretation

Words or expressions used in this clause 15 which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) have the same meaning in this clause.

15.2 Consideration is GST exclusive

Any consideration to be paid or provided for a supply made under or in connection with this Lease, unless specifically described in this Lease as GST inclusive, does not include an amount on account of GST.

15.3 Gross up of consideration

Despite any other provision in this Lease, if a party (**Supplier**) makes a supply under or in connection with this Lease on which GST is imposed (not being a supply the consideration for which is specifically described in this Lease as GST inclusive):

- (a) the consideration payable or to be provided for that supply under this Lease but for the application of this clause (**GST exclusive consideration**) is increased by, and the recipient of the supply (**Recipient**) must also pay to the Supplier, an amount equal to the GST payable by the Supplier on that supply; and
- (b) the amount by which the GST exclusive consideration is increased must be paid to the Supplier by the Recipient without set off, deduction or requirement for demand, at the earlier of:
 - (i) the time that the GST exclusive consideration is payable or to be provided; and
 - (ii) the time that the Supplier has to pay the GST on the taxable supply.

15.4 Reimbursements

If a payment to a party under this Lease is a reimbursement or indemnification or is calculated by reference to a loss, cost or expense incurred by that party, then the payment will be reduced by the amount of any input tax credit to which that party is entitled for that loss, cost or expense.

15.5 Tax invoice

The Supplier will provide a tax invoice prior to requiring any payment under this clause 15.

16. Notices

16.1 In writing

Any notice given under this Lease must be in writing. A notice is valid if signed by the party giving it or by the party's agent, solicitor or duly authorised officer.

16.2 Notice of change of address

Each party must promptly notify the other of any changes to its address, facsimile number or email address.

16.3 Service of notices on Tenant

The Landlord may serve a notice on the Tenant by faxing, emailing or posting it to the Tenant's facsimile number, email address or address for notices set out in the notice details of the Reference Schedule, or if the Tenant has notified the Landlord of another facsimile number, email address or address, the last other facsimile number, email address or address so notified.

16.4 Service of notices on Landlord

The Tenant may serve a notice on the Landlord:

- (a) by leaving it with an employee of the Landlord at, or faxing, emailing or posting it to the Landlord's facsimile number, email address or address set out in the notice details of the Reference Schedule or, if the Landlord has notified the Tenant of another facsimile number, email address or address, the last other facsimile number, email address or address so notified by the Landlord; or

- (b) if the Landlord maintains a centre manager's or administrator's office in the Building, by delivering any notice addressed to the Landlord to that office when it is open and leaving it with a person working in that office.

16.5 Receipt of notices

A notice given in accordance with this clause 16 takes effect when received (or at a later time specified in it), and is taken to be received:

- (a) if hand delivered, on delivery;
- (b) if sent by post, on the second Business Day after the date of posting (or on the seventh Business Day after the date of posting if posted to or from a place outside Australia);
- (c) if sent by facsimile, when the sender's facsimile system generates a message confirming successful transmission of the entire notice unless the recipient immediately informs the sender that it has not received the entire notice; or
- (d) if sent by email, on the first to occur of:
 - (i) receipt by the sender of an email acknowledgement from the recipient's information system showing that the notice has been delivered;
 - (ii) the time that the notice enters an information system which is under the control of the recipient; and
 - (iii) the time that the notice is first opened or read by the intended addressee,

but if the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, the notice is taken to be received at 9.00am on the next Business Day.

17. Costs

The Tenant must pay the Landlord:

- (a) registration fees on this Lease;
- (b) surveyors' fees for the preparation of any plan required for the registration of this Lease; and
- (c) the Landlord's reasonable legal fees and disbursements in connection with:
 - (i) any Landlord's consent required under this Lease; and
 - (ii) any default by the Tenant or the Tenant's Employees in observing or performing the provisions of this Lease.

Each party must pay its own legal fees in relation to preparation, negotiation and execution of this Lease.

18. Landlord's dealings

Prior to transferring its interest in the Land or any part of the Land during the Term or any further term containing a right of renewal, the Landlord must, if required by the Tenant, obtain a signed deed from the transferee containing covenants in favour of the Tenant that the transferee:

- (a) will be bound by any rights of renewal contained in this Lease;
- (b) will be bound by the terms of this Lease as landlord; and
- (c) will not transfer its interest in the Land unless it obtains a similar deed from its transferee.

19. Option of renewal

19.1 Option

If a further term has been inserted in Item 3 and the Tenant:

- (a) wishes to lease the Premises for the further term;
- (b) gives notice to that effect to the Landlord not less than three months before and not more than nine months before the Term expires; and
- (c) has not breached an essential term of this Lease of which the Tenant has been notified and such breach has not been rectified or waived by the Landlord,

the Landlord must grant a lease of the Premises (**Further Lease**) to the Tenant.

19.2 Further Lease

The Further Lease commences on the day after the last day of this Lease and will contain the same provisions of this Lease except that:

- (a) the Rent for the first year of the Further Lease will be determined in accordance with clauses 3.4 and 3.5 as if the Commencement Date of the Further Lease was a Market Review Date under this Lease;
- (b) the Rent for each subsequent year under the Further Lease will be determined in accordance with Item 9 ;
- (c) the Term in Item 2 will be replaced by the further term set out in Item 3 or, if there is more than one further term in Item 3 , Item 3 will be amended to reduce the number of further terms by one; and
- (d) if this is the only further term referred to in Item 3 , this clause will be deleted and Item 3 will be noted as 'Nil'.

19.3 Tenant may revoke exercise of option

If:

- (a) the Tenant has exercised its option; and
- (b) the Rent has not been agreed or determined by the end of the Term,

the Tenant may revoke its exercise of the option within one month of the Rent being determined.

19.4 Parties to sign Further Lease

The Landlord and the Tenant must sign the Further Lease within a reasonable time.

20. General

20.1 Severability

If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force.

20.2 Entire understanding

This Lease:

- (a) contains the entire agreement and understanding between the parties on everything connected with the subject matter of this Lease; and

- (b) supersedes any prior agreement or understanding on anything connected with that subject matter.

20.3 Landlord's consent

Unless otherwise stated, if the Landlord's consent or approval is required:

- (a) the Landlord must consider the request promptly and be reasonable in giving or refusing its consent or approval;
- (b) the Landlord may require the Tenant to comply with any reasonable conditions before giving its consent; and
- (c) it is not effective unless in writing.

20.4 Development consent

If requested by the Tenant, the Landlord must at no cost to the Tenant promptly do everything reasonably necessary (including executing documents) to assist the Tenant to obtain any development consent from any authority necessary for the Tenant to carry out any works under this Lease.

20.5 Exclusion of statutory provisions

- (a) The implied covenants under section 67 of the *Transfer of Land Act 1958* (Vic) do not apply except to the extent to which they are modified by the terms of this Lease; and
- (b) Section 144 of the *Property Law Act 1958* (Vic) does not apply to this Lease.

10/06/2016

Signing page

EXECUTED as a deed.


Signed sealed and delivered by Stars of the Universe Pty Ltd ACN 088712369 in the presence of

Signature of witness

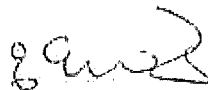
< _____ <
~~Commonwealth Financial Planning Ltd ACN 003600100~~

Name of witness (print)

SIGNED for and on behalf of)
COMMONWEALTH BANK OF AUSTRALIA)
ACN 123 123 124 by its Attorney)
Elizabeth Evans)
under Power of Attorney dated 16/12/98 a)
certified copy of which is filed in Permanent Order)
Book)
No. 277 Page 13 Item - who)
certifies that he/she is **Manager** of the)
COMMONWEALTH BANK OF AUSTRALIA in)
the presence of:



Signature of witness



Signature of attorney

Rebecca Remedios

Name of witness (block letters)

Annexure A

Plan

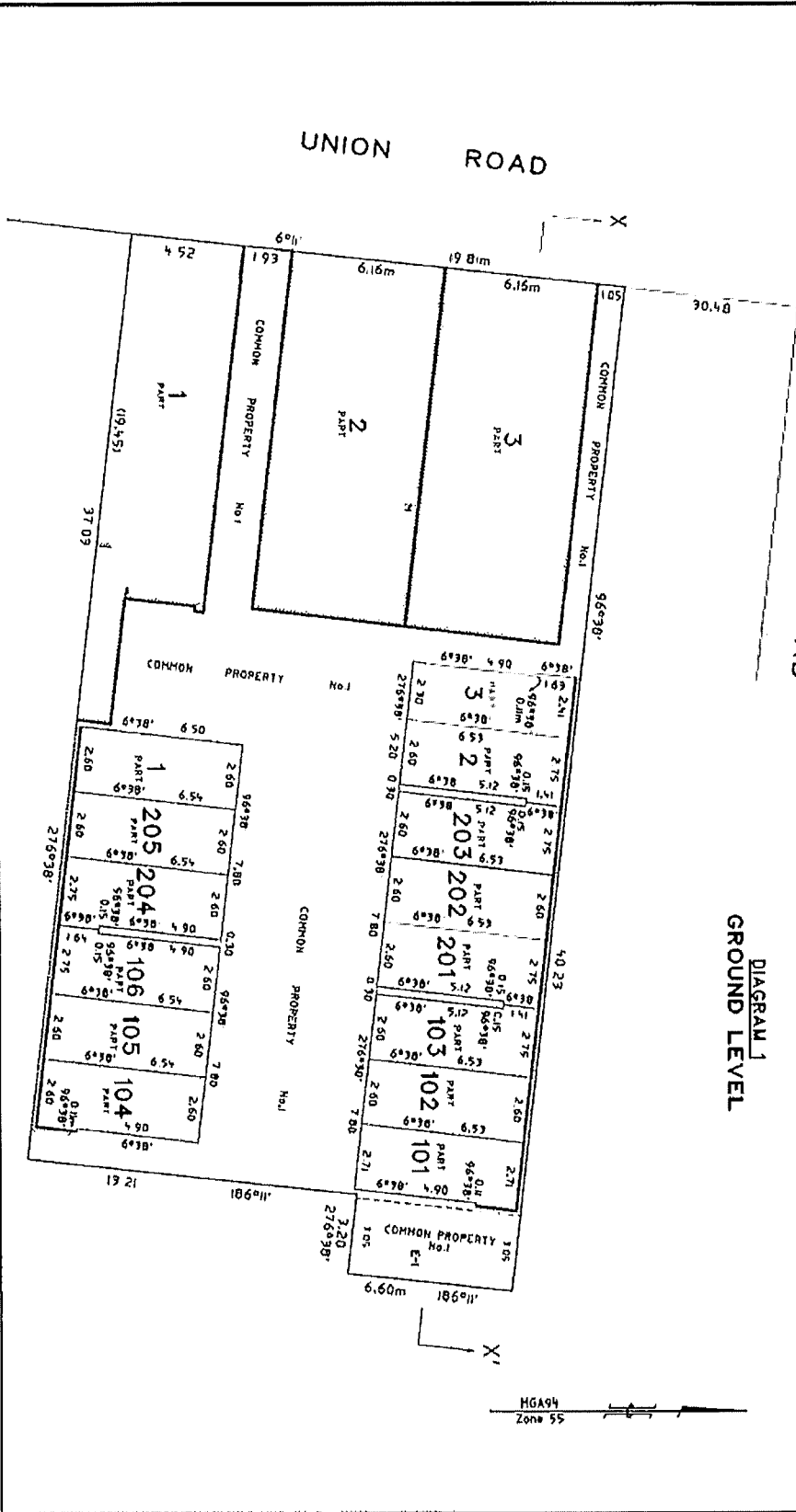
Annexure to lease

MARIBYRNONG ROAD

PLAN OF SUBDIVISION

PS729498X

DIAGRAM 1
GROUND LEVEL



VICLAND
SURVEYING
INC. KIANNEY & TIRRELL SURVEYING
53 Rose Street, Essendon 3040
T 9331 4288 E admin@vicland.com.au
F 9331 4388 W www.vicland.com.au

SCALE
Horizontal 0 1.5 3 4.5 6
Vertical 0 1.5 3 4.5 6
1:5 DIGITS ARE IN METRES
ORIGINAL SCALE 1:50

DIGITALLY SIGNED BY LICENSED SURVEYOR:
JOHN ANDREY PODOLZAK
REF: 15286
VERSION: 2

SHEET 2
ORIGINAL SHEET SIZE: A3
Council Name: HOONEE VALLEY
CITY COUNCIL