

Form: 07L  
Release: 4-5

**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

Revenue NSW use only

(A) TORRENS TITLE

Property leased  
Folio Identifier 1/520004  
Being premise known as 124 Victoria Street, Beaconsfield, NSW 2015

(B) LODGED BY

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
	REN ZHOU LAWYERS, SUITE 144, LEVEL 4, 416-418 PITT ST SYDNEY, NSW 2000	L

Reference: 2002014YZ

(C) LESSOR

Sbox Pty Ltd ACN 606 965 271

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

(D)

Encumbrances (if applicable):

(E) LESSEE

The Harbour Agency Pty Ltd ACN 001 672 555

(F)

TENANCY:

(G) 1. TERM Five (5) years

2. COMMENCING DATE 01/05/2020

3. TERMINATING DATE 30/04/2025

4. With an OPTION TO RENEW for a period of 3 years set out in clause 5 of Special Condition

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 & B hereto.

8. Incorporates the provisions set out in N.A.

No. N.A.

9. The RENT is set out in clause No. 1(a) of Annexure A

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

1708

DATE

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

Company: SBOX Pty Ltd (ACN 5606965271) (Lessor)  
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held: Director

Office held: Director

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

Company: The Harbour Agency Pty Ltd (ACN001 672 555) (Lessee)  
Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

Name of authorised person:

Office held:

*Philip Jacobson*  
Director / Secretary

Office held:

*Frank Stivala*  
Director

(I) STATUTORY DECLARATION \*

I

solemnly and sincerely declare that—

1. The time for the exercise of option to \_\_\_\_\_ 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 (J.P. Number: \_\_\_\_\_)  Practising Solicitor  
 Other qualified witness [specify] \_\_\_\_\_

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

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

Signature of witness:

Signature of applicant:

\* 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.

\*\* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation. ALL HANDWRITING MUST BE IN BLOCK CAPITALS

ANNEXURE A

Deed of Commercial Lease  
Summary and Terms and Conditions

Lessor:	Sbox Pty Ltd ACN 606 965 271 of 8 Ralph Street, Alexandria, NSW 2015	
Lessee:	The Harbour Agency Pty Ltd of 135 Forbes Street, Woolloomooloo, NSW 2011	
Guarantor:	of jointly and severally [delete if not applicable]	
Property:	Street address	124 Victoria Street, Beaconsfield
	Nature of property	Warehouse
	Additional area Parking/storage	N/A


1. Summary (continued from LRS Lease Form)

(a) Rent (clause 2)

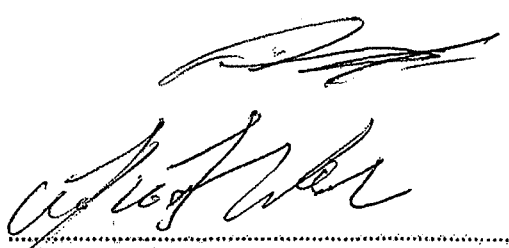
- (i) \$70,000 per annum by monthly instalments of 5,833.33.

Note: clause 2 specifies payment dates and provides for pro rata adjustment of first and last instalments.

- (ii) GST is payable in addition to the rent.

  
Signed by the lessor

  
Witness

  
Signed by the lessee

  
Witness

(b) Rent reviews (clause 2)

Rent reviews	Sydney all groups CPI	Market	Percentage
1 <sup>st</sup> anniversary	<input type="checkbox"/>	<input type="checkbox"/>	%
2 <sup>nd</sup> anniversary	<input type="checkbox"/>	<input type="checkbox"/>	%
3 <sup>rd</sup> anniversary	<input type="checkbox"/>	<input type="checkbox"/>	%
4 <sup>th</sup> anniversary	<input type="checkbox"/>	<input type="checkbox"/>	%
5 <sup>th</sup> anniversary	<input type="checkbox"/>	<input type="checkbox"/>	%
6 <sup>th</sup> anniversary	<input type="checkbox"/>	<input type="checkbox"/>	%
7 <sup>th</sup> anniversary	<input type="checkbox"/>	<input type="checkbox"/>	%
8 <sup>th</sup> anniversary	<input type="checkbox"/>	<input type="checkbox"/>	%
9 <sup>th</sup> anniversary	<input type="checkbox"/>	<input type="checkbox"/>	%

(c) Bond (clause 2)

\$25,666.65 (4 months rent + GST), no expiry date

(d) Interest rate

10%.

(e) Permitted use (clause 3)

Office and storage.

(f) Insurance (clause 6)

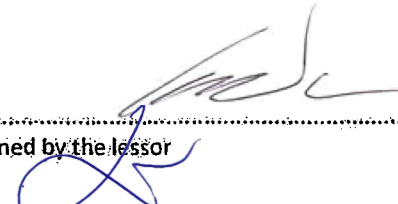
Minimum public liability insurance: \$20,000,000.00.

Plate glass:

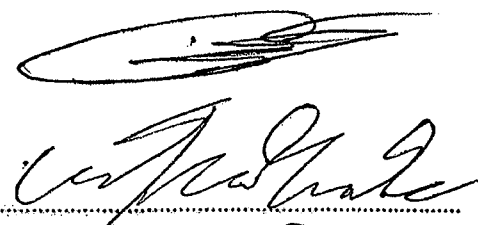
2. Alterations or additions to Annexure B

(a)

(b) The alterations and additions that are not included in any renewal:

  
Signed by the lessor

Witness

  
Signed by the lessee

Witness

19ANNEXURE B

# Deed of Commercial Lease Terms and Conditions

Alterations to these Terms and Conditions are made in the Lease Summary.  
These Terms and Conditions remain in their copyright form without alteration.

2020 Edition

Lessor:	Sbox Pty Ltd ACN 606 965 271 of 8 Ralph Street, Alexandria, NSW 2015
Lessee:	The Harbour Agency Pty Ltd CAN 001 672 555 of 135 Forbes Street, Woolloomooloo NSW 2011

## Contents

Clause	Description
1	Grant, renewal and holding over
2	All agreements relating to money
3	Use
4	Assignment and subletting
5	Maintenance, repairs, alterations and additions
6	Insurance and indemnity

Clause	Description
7	Damage
8	Guarantee
9	Default and termination
10	General agreements
	Execution page

### 1. Grant, renewal and holding over

- (a) The lessor grants to the lessee a lease of the premises for the term.
- (b) If the lease specifies one or more renewal terms and the lessee gives to the lessor notice in writing not more than six months and not less than three months prior to the terminating date

.....  
Signed by the lessor

.....  
Witness

then, provided at the date of the exercise of this option and at the terminating date the lessee is not in breach of this lease, the lessor shall grant to the lessee a lease of the premises for the further period commencing on the terminating date of the previous term on the same terms as this lease but with one less renewal period.

.....  
Signed by the lessee

.....  
Witness

First and last page of annexure must be signed by all parties

- (c) If the rent payable on renewal of this lease is to be determined by a review to market and the lessee has, not more than nine months and not less than six months prior to the terminating date, notified the lessor in writing that the lessee requires the lessor appoint an independent expert to determine the market rent and such determination has not been made by 21 days prior to the last day for the lessee to exercise the renewal option, that date is extended until 21 days after the lessee receives such determination.
- (d) Should the lessee continue to occupy the premises after the terminating date otherwise than pursuant to a renewed lease then this lease shall continue on a month to month basis and may be terminated by either party giving to the other, at any time, one month notice in writing.

## **2. All agreements relating to money**

### **(a) Rent**

- (i) With the exception of the first and last rent instalments, the lessee shall pay the rent to the lessor on the first day of each calendar month.
- (ii) The amount of the first rent instalment shall be calculated on the monthly rent instalment pro rata for the number of days from the commencement date until the end of the first calendar month in the term.
- (iii) The amount of the last rent instalment shall be calculated on the monthly rent instalment pro rata for the number of days from the beginning of the last month of this lease until the date this lease ends.
- (iv) The lessee shall pay all rent instalments in advance, without deduction of any kind, at the lessor's address for service or such other address or by such other method as the lessor may from time to time reasonably direct in writing.

### **(b) Rent review**

- (i) The rent shall be reviewed in the manner specified in the summary on each anniversary of the commencement date until this lease ends.
- (ii) If the summary specifies a rent review for an anniversary against the Sydney All Groups CPI the rent shall be increased by

the same percentage as the percentage increase in such index for the four quarters last ended before the relevant anniversary. Provided that should at any time the CPI cease to be published then the lessor and lessee agree to replace the CPI with such other index as shall be published to replace the CPI and in the absence of such agreement being reached that other index shall be the index which most appropriately reflects fluctuations in the costs of living in Sydney.

- (iii) If the summary specifies a rent review to market for an anniversary then:

- (1) The lessor and the lessee must prior to the review date, jointly instruct and pay an independent expert to determine the market rent as at the review date and to provide a written report with reasons.
- (2) If the lessee so requests in writing no sooner than 12 months prior to the review date the date by which the lessor and the lessee must instruct the independent expert is one month after that request.
- (3) In the event the lessor and the lessee fail to agree on the independent expert to be instructed, either party may approach the President of the New South Wales Division of the Australian Institute of Valuers to appoint the independent expert.
- (4) The independent expert's determination shall be final and binding.
- (5) If the independent expert's rent determination is less than the rent payable immediately before the review then the rent shall not change.
- (6) In determining the current market rent, the independent expert must take into account the terms of the lease, including the term and permitted use and must assume the parties are willing, prudent and acting without compulsion.
- (7) The independent expert must not take into account the value of any goodwill created by the lessee's

occupation or the value of the lessee's fixtures and fittings.

- (8) The lessor must provide the independent expert with such information as the independent expert reasonably requires.

**(c) Outgoings**

- (i) The lessee must reimburse the lessor for the outgoings specified in the summary.
- (ii) If the summary specifies the lessee is to reimburse the lessor in arrears, the lessor shall first pay all outgoings as and when they fall due and provide evidence of the outgoings and payment to the lessee. The lessee must reimburse the lessor on the first day of each calendar month, for all outgoings paid by the lessor and not previously reimbursed by the lessee.
- (iii) If the summary specifies outgoings shall be paid by the lessee in advance pursuant to the lessor's budget, the following provisions apply:

- (1) The lessor must provide to the lessee prior to the commencement date and prior to each anniversary, a budget for outgoings that reasonably reflects the anticipated forthcoming annual outgoings for the premises.
- (2) The lessee shall pay the budgeted outgoings to the lessor by equal monthly instalments on the first day of each month.
- (3) At the end of each year an account shall be taken of the actual outgoings and if different from the budgeted outgoings paid by the lessee then any shortfall will be paid by the lessee to the lessor and any excess will be refunded to the lessee.

**(d) Other expenditure**

The lessee is to pay punctually for all water, gas, electricity, telephone, heat and other utilities that are provided to the premises.

**(e) Bond or bank guarantee**

- (i) The lessee must provide to the lessor either a cash bond or bank guarantee for the amount specified in the summary as security for the lessee's obligations under this lease.

- (ii) A bank guarantee shall be in favour of the lessor, not have a termination date, shall be expressed to be security for the performance by the lessee of its obligations under the lease and otherwise be in a form acceptable to the lessor.

- (iii) Within one month of each rent review, the lessee must provide to the lessor an additional cash bond or additional or replacement bank guarantee such that the value of all bonds and guarantees bears the same relationship to the reviewed rent as the commencing bond or guarantee bears to the commencing rent.

- (iv) When this lease ends, the lessor must immediately refund any bond paid by the lessee after deduction of all amounts required to rectify all breaches of the lease by the lessee.

- (v) A breach of covenant by the lessee shall entitle the lessor to call upon the guarantee for the cost of rectifying the breach.

**(f) Goods and services tax (GST)**

The lessor shall provide the lessee with a tax invoice for any taxable supply made to the lessee. The lessee shall pay the GST in addition to the cost of the supply.

**(g) Interest on overdue money**

If a payment under this lease is not made by the due date, the party liable to make the payment shall pay interest to the party entitled to the payment at the rate specified in the summary, calculated daily from the day following the day the payment was due until the day the payment is made.

**(h) Legal costs**

The lessee shall pay the lessor's reasonable legal costs and disbursements of and incidental to:

- (i) The negotiation, preparation and registration of this lease;
- (ii) The assignment of this lease including costs incurred in the assessment of the suitability of any proposed assignee (whether or not the proposed assignee is approved by the lessor) and the negotiation and preparation of an assignment of lease, or a new lease to the proposed assignee; and

- (iii) Any breach of this lease by the lessee or the guarantor.

### **3. Use**

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- (a) The lessee warrants that in entering into this lease, it has relied entirely on its own enquiries in relation to the state of repair and suitability of the premises for the lessee's intended use and acknowledges that to the extent the lessor has made representations about the state of repair or suitability of the premises for the lessee's intended use, the lessee did not in any way rely on those representations when entering into this lease.
- (b) The lessee shall not use the premises otherwise than for the purpose specified in the summary.
- (c) The lessee shall comply with all requirements of law in relation to its use of the premises.
- (d) The lessee shall not use or permit to be used for other than their designed purposes, any of the fixtures or fittings in the premises or any property of which the premises may be part.
- (e) The lessee shall not store or use an inflammable or dangerous substance upon the premises or any property of which the premises may be part unless a normal incident of the permitted use.
- (f) The lessee shall not do or permit to be done on the premises or in any property of which the premises may be part anything which in the opinion of the lessor may become a nuisance, disturbance, obstruction or cause of damage whether to the lessor or to other tenants or users of any property of which the premises may be part or use the premises in any noisy, noxious or offensive manner.
- (g) The lessee shall not obstruct or interfere with any of the entrances or common areas of any property of which the premises may be part.
- (h) The lessee shall advise the lessor, or where applicable its managing agent, of the private address and telephone number of the lessee or if the lessee is a corporation of the manager, secretary or other responsible person employed by the lessee and shall keep the lessor or its managing agent informed of any change of such address or telephone number.
- (i) The lessee shall secure the premises against unauthorised entry at all times when the premises are left unoccupied and the lessor

reserves the right by its servants and agents to enter upon the premises and secure the premises if the premises are left unsecured.

### **4. Assignment and subletting**

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- (a) The lessee shall not assign, sublet, part with possession or otherwise deal with the premises without the prior written consent of the lessor.
- (b) If there is a guarantor of this lease (other than a bank under a limited bank guarantee) or if the proposed assignee is a corporation, the lessee acknowledges that if the lessor consents to assignment of the lease such consent will be subject to a condition that the assignee provide a guarantor with financial resources that are not inferior to those of the lessee and the guarantor combined.
- (c) The lessor may withhold consent to assignment of this lease if:
  - (i) The lessee is in breach of the lease at the time the lessor's consent is sought.
  - (ii) The proposed assignee has business experience that is inferior to the experience of the lessee.
  - (iii) The proposed assignee has financial resources that are inferior to the financial resources of the lessee.
- (d) In the event of the lessee being a company, then any change in the shareholding of the lessee company altering the effective control of the lessee shall be deemed a proposed assignment requiring the consent of the lessor in accordance with this provision.

### **5. Maintenance, repairs, alterations and additions**

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- (a) The lessee shall keep the interior of the premises and all fixtures and fittings in a state of good repair having regard to their condition at the commencement of the lease. Fair wear and tear and damage caused by fire, flood, storm or tempest is excepted unless any policy of insurance covering such occurrences shall have been vitiated or the policy money refused as a result of the act or omission of the lessee, its servants, agents, licensees or invitees. Any plant or machinery located within and exclusively servicing the premises shall be maintained and



serviced and kept in a state of good repair by the lessee at its expense and the lessee will keep current such maintenance service and repair contracts that are reasonably required by the lessor.

- (b) The lessor, or an agent of the lessor, may twice in every year during the term at a reasonable time of the day, upon giving to the lessee 2 days previous notice, enter the premises and view the state of repair and may serve upon the lessee at the premises a notice in writing of any defect requiring the lessee within a reasonable time to repair same in accordance with any covenant expressed or implied in the lease, and that in default of the lessee so doing the lessor may at any time enter the premises and carry out the required repairs.
- (c) After each 3 years of the term the lessee shall repaint and redecorate such part of the interior of the premises as are painted or otherwise decorated.
- (d) The lessee shall repair, replace and maintain all glass broken in the premises and all non-operative light fittings and shall regularly clean the premises and dispose of all waste products and shall take all necessary steps to control any pest infestation and shall keep the premises in a clean and tidy condition.
- (e) The lessee shall repair, replace and maintain all air conditioning, electrical and plumbing fittings installed in the premises broken or damaged as a result of the use of premises by the lessee, including fair wear and tear.
- (f) The lessee shall comply with all statutory requirements affecting the premises and will comply with any notices or orders which may be given by any authority in respect of the use of the premises by the lessee provided that the lessee shall be under no liability in respect of any structural alterations unless that liability arises out of the lessee's use or occupation of the premises.
- (g) The lessee shall keep and maintain the waste pipes, drains and water closets servicing the premises in a clean, clear and operative condition and shall regularly clean and service any grease traps provided for the use of the premises.
- (h) In the event of the lessee failing to perform any of its obligations under the foregoing provisions then the lessor may do such things as are

necessary to comply with such provisions and may recover from the lessee the costs of so doing.

## **6. Insurance and indemnity**

- (a) The lessee shall keep current at all times during the currency of this lease:
  - (i) A public liability insurance policy, noting the interest of the lessor, for the premises and the business for an amount of not less than the amount specified in the summary;
  - (ii) An insurance policy against the loss or damage to the fixtures, fittings and goods of the lessee; and
  - (iii) An insurance policy in the name of the lessee, noting the interest of the lessor, for the replacement value of all glass in or enclosing the premises.
- (b) The lessee indemnifies the lessor against all claims, actions, losses and expenses for which the lessor may become liable arising out of the act or neglect of the lessee, its servants, agents, employees, licensees and invitees in the use of the premises.
- (c) The lessee covenants at all times and in all respects to comply at its own expense with the requirements of Fire & Rescue NSW and the requirements of any other relevant statute or regulation.
- (d) In the event that the lessee does, or omits to do, anything whereby the premiums of any insurance effected by the lessor are increased, then the lessee shall pay such increase in insurance to the lessor.

## **7. Damage**

- (a) If a substantial part of the premises is damaged to an extent that the premises are unfit for the approved use then the rent shall abate and this lease, if the lessor so elects and of its election in writing notifies the lessee within 1 month of the destruction or damage, be terminated and brought to an end PROVIDED THAT if the lessor does not give such notice and does not within a period of 3 months from such occurrence commence to restore the premises the lessee may by notice in writing to the lessor terminate this lease.

- (b) In the event that the premises or any part thereof shall at any time during the continuance of the lease be damaged, so as to render part of the same unfit for occupation and use by the lessee, then a proportionate part of the rent hereby reserved according to the nature and extent of the damage sustained shall abate until the premises shall have been rebuilt or made fit for the occupation and use of the lessee.
- (c) In the event of the occurrences referred to above the rent reserved by this lease shall not abate in the event that any policy of insurance covering such occurrences or loss of rental policy shall have been vitiated or the policy money refused in whole or in part in consequence of some act or default by the lessee or its servants, agents, licensees and invitees.
- (d) In the case of any difference concerning the amount of rental to abate, then the same may be referred by either party to arbitration under the provisions of the Commercial Arbitration Act 2010.

## **8. Guarantee**

In consideration of the lessor, at the request of the guarantor, entering into this lease, the guarantor agrees with the lessor:

- (a) That it is jointly and severally liable to the lessor for the due payment of all money under this lease and the due performance of all obligations of the lessee under this lease;
- (b) That it will remain liable to the lessor notwithstanding:
  - (i) The lessor may not have exercised all or any of its rights under the lease; or
  - (ii) The lessor may not have made prior demand upon the lessee; or
  - (iii) The lessor may have granted time or other indulgence to the lessee; or
  - (iv) The death or insolvency of the lessee;
- (c) That its liability will not in any way be conditional upon the validity or enforceability of the lessee's obligations in this lease and will continue until all money has been paid and all obligations have been satisfied; and
- (d) That if the option or options contained in this lease are exercised, then this guarantee will continue during the further term of the lease.

## **9. Default and termination**

- (a) If the lessee is in breach of an obligation under this lease, the lessor may serve on the lessee a notice to remedy the default. Such notice must:
  - (i) Specify the breach; and
  - (ii) Specify the steps required of the lessee to rectify the breach; and
  - (iii) Give the lessee a reasonable time to rectify the breach, but such time need not exceed 30 days.
- (b) If the lessor has complied with the previous subclause and the lessee has not remedied the breach to the reasonable satisfaction of the lessor, the lessor may terminate this lease by giving the lessee 14 days written notice.
- (c) The lessee shall on or before the termination date remove its fixtures, fittings and goods from the premises, failing which, such fixtures, fittings and goods as have not been removed shall be forfeited to the lessor and shall become the property of the lessor.
- (d) Should the lessor become entitled to terminate this lease and take possession of the premises the lessee irrevocably appoints the lessor as the lessee's attorney to do all such acts and things and to sign all such documents as may be necessary to surrender this lease, to give possession of the premises and to convey good title to a third party to such of the lessee's fixtures, fittings and chattels as shall become the property of the lessor.

## **10. General agreements**

### **(a) Quiet enjoyment**

The lessee may have the quiet enjoyment and use of the premises without interference by the lessor.

### **(b) Alterations**

The lessee shall not affect any alterations or additions to the premises without the written consent of the lessor.

### **(c) Remove fixtures**

When this lease ends, the lessee shall remove its fixtures, fittings and goods and make good any damage to the premises or any property of which the premises may be part caused by such removal and in the event such fixtures, fittings

and goods have not been removed by the lessee within 7 days of such expiration or earlier determination then they shall be forfeited to the lessor and shall become the property of the lessor.

**(d) Hours**

The lessee shall not occupy or permit the premises to be occupied or used outside the hours as are from time to time stipulated by law.

**(e) Signage**

The lessee shall not place any sign, advertisement, name or notice on any part of the premises or any property of which the premises may be part without the lessor's prior written consent and if necessary without the prior consent of any relevant competent authority.

**(f) Infrastructure repair by lessor**

The lessor reserves the right to use, maintain, modify, relocate and repair any services, fixtures or fittings passing through the premises or the estate and in doing so will cause the minimum of inconvenience and disruption to the lessee's business.

**(g) Prospective tenants or purchasers**

The lessee shall at all reasonable times permit the lessor to show the premises to prospective tenants or purchasers and will allow the lessor to affix such 'For Sale' or 'To Let' notices as the lessor may deem expedient.

**(h) Service**

Any notices or documents required to be served under this lease may be served in the manner described in the Conveyancing Act 1919 or may be left at the address of the lessor or lessee shown on the first page of Annexure A unless otherwise notified by either party in writing.

**(i) Strata**

In the event of the lessor wishing to effect a strata subdivision of any property of which the premises may be part then the lessor may carry

out such works as are required by the responsible authorities provided that in so doing it will cause the minimal inconvenience and disruption to the lessee's business.

**(j) Severance**

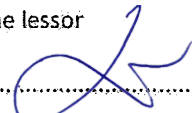
The lessor and lessee agree that any provision of this lease which is in breach of any statute, regulation, by-law or ordinance and in consequence of such breach is voidable, unenforceable or invalid, then it shall be severable from this lease and this lease shall be read as though such provision did not form part of the same.

**(k) Use of common property**

The lessee shall have the right, in common with other lessees of other parts of the property of which the premises form part, to use the common property in and about the premises in accordance with the rules which may be made from time to time by the lessor, an owners' corporation or manager for the purpose of controlling, regulating and administering the common property for the benefit of all lessees within any property of which the premises may be part.



.....  
Signed by the lessor



.....  
Witness



.....  
Signed by the lessee



.....  
Witness

SPECIAL CONDITIONS

LANDLORD: LEASE BETWEEN SBOX PTY LTD (ACN 606 965 271)

AND

TENANT: THE HARBOUR AGENCY PTY LTD (ACN 001 672 555)

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1. This lease is subject to any legislation that cannot be excluded.
2. The commencement date is on 1<sup>st</sup> May 2020 for a five-year term with 3-year option.

**Rent**

3. The annual rent is \$70,000 plus GST for the first two years. Commencing on 1st May 2022, the third year, the gross rent shall be increased to \$75,000 plus GST. The fourth year, the annual gross rent will increase 3.5% of gross annual rent in the previous year. And, on the 5<sup>th</sup> year, the gross annual rental will increase 3.5% of gross annual rent in the fourth year.
4. In the period of Option Rent Review, a fair and reasonable market review will be adopted. When taking up the option, the rent will increase at least 3.5% whichever is greater. The annual rent will increase 3.5% thereafter.
5. A rent-free period of two months shall be provided at the commencement of the lease.

**Outgoings**

6. The tenant is responsible for the following charges when they fall in due,
  - a. Electricity
  - b. Water
  - c. Phone and Internet
  - d. Annual air conditioning maintenance service (excluding repair) on and before 1 July and tenant send the maintenance receipt to the landlord on and before 1 August each year.
  - e. Premise internal cleaning
  - f. Rubbish removal

**Bank Guarantee**

7. The tenant shall provide the landlord with a Bank Guarantee for an amount equivalent to four-month rent including GST. The amount shall be TWENTY FIVE THOUSAND, SIX HUNDRED SIXTY SIX DOLLARS SIXTY SIX CENT (\$25,666.66) with no expiry date.

#### **Public liability insurance**

8. The tenant agrees to insure the premises for plate glass, property insurance for tenant property in the premises, workers compensation and public liability (minimum \$20,000,000.00) nothing the interest of the landlord and covering claims which the landlord or tenant may be liable to pay. The tenant produces proof of insurance purchase before the commencement of the lease.
9. Tenant pays the workers' compensation at own expenses.

#### **Fit-outs**

10. The tenant is to obtain any necessary approvals at his or her own cost for any internal fit out including,
  - a. Remove the partition wall downstairs in the space with the garage door;
  - b. Carpet the two spaces downstairs
  - c. Carpet the polished concrete floor upstairs in the "Factory" area (with the lowered roof, air conditioning and lighting).
  - d. Carpet shall be removed by the tenant at the expiry of the lease, if required by the landlord.
  - e. Install shelving where necessary
  - f. Remote access to the rear garage
  - g. Install video intercom system at front door with access to upstairs
11. The tenant carries out the above fit-out construction on own cost.
12. The tenant, at own cost, is to install any additional electrical power points and data cabling by a licensed electrician and to the relevant Australian standards.

#### **Landlord's legal costs**

13. The tenant pays for the costs of preparation and registration of the lease being \$2,250 plus GST including the lease registration fee.

#### **At the end of the lease**

14. The tenant must, immediately before the expiry or termination of the lease, remove its signage and office furniture and leave the premises in the condition they were in at the commencement date of the lease, remove all office partitioning, repair any damage that is in both colour and commercial standard approved by the landlord. The tenant is to have the carpet steam cleaned by an approved contractor. If the carpet is damaged beyond normal fair wear and tear then the tenant is to replace the carpet to a similar colour and commercial grade.

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#### **Clean of the premise**

15. The tenant must at all times at its own cost keep the premises in a clean and tidy condition, immediately make good any damage to the premises, promptly replace electrical systems and light fittings that cease to function for any reason, maintain doors and locks and the kitchenette facility. The tenant shall be responsible to destroy all rats, mist and other vermin or pests.
16. The tenant will be responsible for organising its own rubbish removal.

#### **Tenant's properties**

17. If any property owned by the tenant in the premises during the term hereof shall be damaged or destroyed by water, fire, explosion or any other cause whatsoever and notwithstanding any implication or rules of law to the contrary no part of the loss or damage occasioned thereby and save harmless the landlord from the against all loss and damage as aforesaid.
18. The tenant shall insure all tenant's items located within the premises. The landlord will not be liable for any damage or theft of tenant's items located in the premises.

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