

LI & ASSOCIATES

Licensed Property Conveyancers

Our Ref: JY:3190338

14 October 2019

Joshi Super Management Pty Ltd
280A Georges River Road
CROYDON PARK NSW 2133

1 Bridge Street
LIDCOMBE NSW 2141
TEL: (02) 9643 2838
FAX: (02) 9749 7938
PO Box 313
LIDCOMBE NSW 1825
ABN: 42 623 716 101

Dear Sir/Madam

**RE: JOSHI SUPER MANAGEMENT PTY LTD LEASE TO AUBURN DENTAL
CARE PTY LTD**
PROPERTY: SHOP 1, 27-29 MARY STREET, AUBURN

We refer to the above matter.

Copy of Lease and Disclosure Statement are enclosed for your records.

We confirm this matter has now been finalised and take this opportunity to thank you for your instructions.

Yours faithfully

Li & Associates

Per:



Jude Yu

Email: judeyu@tpg.com.au

PART 1. PREMISES

1 Premises details

1.1 Street address of premises
[Insert street address of premises and, as applicable, shop number, name of the building/centre in which the premises are located, street address of the building/centre]
Shop 1, 27-29 Mary Street, Auburn NSW 1835

1.2 Plan of premises (if available)
[Insert description of premises by reference to a prepared plan.]

Attach the plan to this Disclosure statement as per item 33.1

1.3 Lettable area of the premises 96 m2 Actual
Will a survey be conducted?
 Yes No

1.4 Existing structures, fixtures, plant and equipment in the premises, provided by the lessor (excluding any works, fit out and refurbishment described in Part 3)
[Select as appropriate]

<input type="checkbox"/> air conditioning	<input type="checkbox"/> separate utility meter—electricity
<input type="checkbox"/> cool room	<input type="checkbox"/> separate utility meter—water
<input type="checkbox"/> floor coverings	<input type="checkbox"/> plastered walls
<input type="checkbox"/> grease trap	<input type="checkbox"/> shop front
<input type="checkbox"/> hot water service	<input type="checkbox"/> sink
<input type="checkbox"/> lighting	<input type="checkbox"/> sprinklers
<input type="checkbox"/> mechanical exhaust	<input type="checkbox"/> suspended ceilings
<input type="checkbox"/> painted walls	<input type="checkbox"/> telephone
<input type="checkbox"/> electrical distribution load (3 phase)	<input type="checkbox"/> water supply
<input type="checkbox"/> electrical distribution load (single phase)	<input type="checkbox"/> waste
<input type="checkbox"/> separate utility meter – gas	<input type="checkbox"/> other

1.5 Services and facilities provided by the lessor for the benefit of the premises (for example security services, cleaning)

Note:
the lessee should investigate if the proposed use of the premises is permitted under planning laws

2 Permitted use

2.1 Description of permitted use
Dental care at commencement of the lease. Any change of use must be permitted by the Landlord.

Attach a separate sheet if space is insufficient

2.2 Is the permitted use described in item 2.1 exclusive to the lessee?
 Yes No

3 Number of car parking spaces

3.1 Approximate total spaces 3 spaces
3.2 Available spaces for customers of the building/centre _____ spaces
3.3 Reserved spaces for use of the lessee only _____ spaces

- 4 Head lease**
- 4.1 Is the premises under a head lease or Crown lease?
 Yes No
- 4.2 Has the lessor provided a copy of the head lease or Crown lease to the lessee?
 Yes
 No
 Not applicable
- 4.3 Current term under the head lease or Crown lease and option/s to renew
 Not applicable
 Details of head lease as follows:
Current term: _____ to _____
[List any options for further terms held by the lessor under the head lease]
Options to renew: _____
- 4.4 Is the head lessor's consent to the lease required?
 Yes No

Attached at item 33.2

PART 2. TERM OF LEASE AND OPTION/S TO RENEW LEASE

- 5 Term of lease**
- 5.1 Date lease commences (see also date of handover at item 7)
21/09/2019 *Actual*
- 5.2 Length of term Five (5) years
- 5.3 Date lease expires 20/09/2024
(based on the date indicated at item 5.1 as the date the lease commences)

6 Option/s to renew lease

- 6.1 Option/s details
- [List all options to renew]*

Length of option	Period of option	Exercise date
Five (5) years	21/09/2024	12:00:00 AM
	to 20/09/2029	to 12:00:00 AM
	Actual	Actual
Five (5) years	21/09/2029	12:00:00 AM
	to 20/09/2034	to 12:00:00 AM
	Actual	Actual

Attach a separate sheet
if space is insufficient**PART 3. WORKS, FIT OUT AND REFURBISHMENT**

- 7 Date of handover**
- 7.1 Date of handover
(If different to the date the lease commences indicated at item 5.1)
21/09/2019 *Actual*

8 Lessor's works

8.1 Description of works to be carried out by the lessor before the date the lease commences [exclude any works that form part of the lessee's fit out at item 9]

Attach a separate sheet if space is insufficient

8.2 Estimate of expected contribution by the lessee towards the cost of the lessor's works [see also outgoings (item 14) in relation to any maintenance and repair outgoings]

9 Lessee's fit out works

9.1 Fit out works to be carried out by the lessee (excluding the lessor's works at item 8)

Attach a separate sheet if space is insufficient

9.2 Is the lessor providing any contribution towards the cost of the lessee's fit out?

Yes - [insert details of lessor's contribution]

No

Attach a separate sheet if space is insufficient

9.3 Does the lessor have requirements as to the quality and standard of shop front and fit out?

Yes - [insert details or provide fit out guide]

No

Attach a separate sheet if space is insufficient or fit out guide

PART 4. RENT

10 Annual base rent

10.1 Starting annual base rent \$66,000.00
(ie. when the lease commences) *Including GST*

10.2 Rent free period [Describe any rent free period]
Not applicable

10.3 Date of rent commencement _____

10.4 How rent payments are to be made? [Insert description of how rent is paid - eg by equal monthly instalments in advance on the first day of each month, other than the first and last payments which is calculated on a pro-rata basis]
\$66,000.00 a year by equal monthly instalments of \$5,500.00 incl GST in advance on the 21st day of each month, other than the first and last payments which are calculated on a pro-rata basis.

Retail Tenancy Unit
1300 795 534

11 Rent adjustment (rent review)

11.1 Rent adjustment date(s) and adjustment method
[Insert a list of all rent adjustment dates and adjustment methods - eg fixed increase by X%, fixed increase by \$X, current market rent, indexed to CPI]

Date	Method	Details
21/09/2024	Current Market Rent	
21/09/2029	Current Market Rent	
21/09/2024		
21/09/2029		

Attach a separate sheet if space is insufficient

12 Rent based on turnover

12.1 Is rent based on turnover payable by the lessee? (Note the lease must specify the method by which a rent based on turnover is to be determined.)
 Yes *[Insert method of calculating the turnover rent]*

Attach a separate sheet if space is insufficient

No

12.2 If a rent based on turnover is not required to be paid, does the lessor require the lessee to provide details of turnover?
 Yes
 No

PART 5. OUTGOINGS

13 Contribution by lessee towards lessor's outgoing

13.1 Is the lessee required to pay or contribute to the lessor's outgoing?
 Yes
 No

13.2 Describe any period during which the lessee is not required to pay outgoing

13.3 Date on which payment of outgoing is to commence _____

13.4 Formulae for apportioning outgoing
[Insert formulae on how outgoing payable by lessee are to apportioned]

14 Outgoing estimates (annual) for the 12 month period
[State which of the following are payable by the lessee. The lessor may be prevented by the Retail Leases Act 1994 from claiming certain costs]

_____ to _____

Estimate (including GST) per annum for the building/centre:

14.1 Administration
Administration costs (excluding management fees and wages): _____
Audit fees: _____
Management fees: _____

- 14.2 Air conditioning/temperature control
 - Air conditioning maintenance: _____
 - Air conditioning operating costs: _____

- 14.3 Building/centre management
 - Body corporate/strata levies: _____
 - Building intelligence services: _____
 - Customer traffic flow services: _____
 - Energy management services: _____
 - Gardening and landscaping: _____
 - Insurance: _____
 - Pest control: _____
 - Ventilation: _____

- 14.4 Building/centre security
 - Caretaking: _____
 - Emergency systems: _____
 - Fire levy: _____
 - Fire protection _____
 - Security service: _____

- 14.5 Cleaning
 - Cleaning consumables: _____
 - Cleaning costs (excluding consumables): _____

- 14.6 Communications
 - Post boxes: _____
 - Public telephones: _____

- 14.7 Customer facilities
 - Car parking: _____
 - Child minding: _____
 - Escalators: _____
 - Lifts: _____
 - Uniforms: _____

- 14.8 Customer information services
 - Information directories: _____
 - Public address/music: _____
 - Signage: _____

- 14.9 Government rates and charges
 - Local government rates and charges: _____
 - Water sewerage and drainage rates and charges: _____
 - Land tax: _____

- 14.10 Repairs
 - Repairs and maintenance: _____
 - Sinking fund for repairs and maintenance: _____

- 14.11 Utility services
 - Electricity: _____
 - Gas: _____
 - Oil: _____
 - Water: _____

Note:
Under section 23 of the Retail Leases Act 1994, the Lessor may not recover the capital costs of the building/centre from the lessee

Retail Tenancy Unit
1300 795 534

14.12 Waste management

Sewerage disposal: _____

Waste collection and disposal: _____

14.13 List any other outgoings

**Attach a separate sheet
if space is insufficient**

14.14 Total outgoings for the building/centre \$0.00

14.15 Formula for determining lessee's share of the total outgoings for the building/centre

**Attach a separate sheet
if space is insufficient**

14.16 Estimated lessee contribution to outgoings: _____

PART 6. OTHER COSTS

15 Advertising and promotional costs

15.1 Is the lessee required to contribute towards advertising and promotional costs (including marketing fund contributions) for the building/centre?

- Yes
- No

15.2 Lessee's contribution to advertising and promotional costs per annum

- Not applicable
- Yes—contribution per annum is *Actual*
- Yes – contribution per annum is _____ % of the rent (excluding GST) Payable from time to time
- Yes – [insert details of lessee's contribution per annum and how this is determined]

**Attach a separate sheet
if space is insufficient**

16 Other monetary obligations and charges

16.1 Outline any costs arising under the lease including up-front costs or other costs not part of the outgoings and not referred to elsewhere in this disclosure statement: [eg interest and legal costs]

**Attach a separate sheet
if space is insufficient**

PART 7. ALTERATION WORKS (INCLUDING RENOVATIONS, EXTENTIONS, REDEVELOPMENT, DEMOLITION)

17 Alterations works

17.1 Are there any alteration works, planned or known to the lessor at this point in time, to the premises or building/centre, including surrounding roads, during the term or any further term or terms?

Yes - [Insert details of proposed works]

No

Attach a separate sheet if space is insufficient

18 Clauses in leasing dealing with relocation and demolition works

18.1 Clause(s) in lease providing for relocation of lessee:

Clause(s) _____ of the lease

Not applicable

18.2 Clause(s) in lease providing for demolition of the premises or building/centre

Clause(s) _____ of the lease

Not applicable

PART 8. TRADING HOURS

19 Core trading hours relevant to lessee

Monday to

Tuesday to

Wednesday to

Thursday to

Friday to

Saturday to

Sunday to

Public holidays to

20 Lessee access to premises outside core trading hours

20.1 Is the lessee permitted to access the premises and building/centre outside core trading hours?

Yes - [provide details including cost of access]

No

Attach a separate sheet if space is insufficient

PART 9. RETAIL SHOPPING CENTRE DETAILS

21 Retail shopping centre details

21.1 Total number of shops _____ shops

21.2 Gross lettable area of the centre _____ m2
Actual

22 Annual turnover of the shopping centre

22.1 Annual estimated turnover (where collected) _____

22.2 Annual estimate turnover for specialty shops, per m2 (where collected)

Food _____ per m2

Non food _____ per m2

Note:

This part must only be completed if the premises are in a retail shopping centre as defined in section 3 of the Retail Leases Act 1994.

Retail Tenancy Unit
1300 795 534**23 Major/anchor lessees**

- 23.1 Major/anchor lessees and lease expiry dates:
[List all major and anchor lessees (eg department stores, discount department stores, supermarkets) and the dates on which leases held by those lessees expire]

Attach a separate sheet
if space is insufficient

24 Floor plan and tenancy mix

- 24.1 Floor plan showing tenancy mix, common areas, common area trading, kiosks and major lessees:

- Yes
 Not applicable

Attached at item 34.1

- 24.2 Does the lessor assure the lessee that the current tenant mix will not be altered by the introduction of a competitor?

- Yes
 No

25 Customer traffic flow information

- 25.1 Does the lessor collect customer traffic flow information?

- Yes
 No

Attached at item 34.2

26 Casual mall licensing for common areas

- 26.1 Do you adhere to the Shopping Centre Council of Australia's Casual Mall Licensing Code of Practice?

- Yes
 No

Attached at item 34.3

PART 10. OTHER DISCLOSURES**27 Other disclosures**

- 27.1 Are there any current legal proceedings in relation to the lawful use of the premises or building/centre?

- Yes – [provide details]

- No

Attach a separate sheet
if space is insufficient

28 Representations by lessor

- 28.1 Any other representations by the lessor or the lessor's agent:
[Lessor to insert details of any other oral or written representations made by the lessor or the lessor's agent]

Attach a separate sheet
if space is insufficient

PART 11. LESSOR ACKNOWLEDGEMENTS AND SIGNATURE

Retail Tenancy Unit
1300 795 534

29 Acknowledgments by lessor

By signing this disclosure statement, the lessor confirms and acknowledges that:

- This disclosure statement contains all representation in relation to the proposed lease by the lessor and the lessor's agents as at the date of this disclosure statement,
- This disclosure statement reflects all agreements that have been made by the parties,
- The lessor has not knowingly withheld information which is likely to have an impact on the lessee's proposed business.

Warnings to lessor when completing this disclosure statement:

- The lessee may have remedies including termination of lease if the information in this statement is misleading, false or mentally incomplete.

30 Lessor's signature

30.1 Name of lessor [insert name of the lessor]

Joshi Super Management Pty Ltd ACN 634 505 525

30.2 Signed by the lessor or the lessor's agent for an on behalf of the lessor

30.3 Name of lessor's authorised representative or lessor's agent
[Insert name of person signing with the authority of the lessor]

30.4 Date _____ / _____ /20 19

PART 12. LESSEE ACKNOWLEDGEMENTS AND SIGNATURE

Retail Tenancy Unit
1300 795 534

31 Acknowledgments by the lessee

By signing this disclosure statement, the lessee confirms and acknowledges that the lessee received this disclosure statement.

Before entering into a lease, lessees should consider these key questions:

- Does the planning authority allow your proposed use for the premises under planning law?
- Is the security of your occupancy affected by:
 - mortgages, charges or encumbrances granted by the lessor?
 - rights and obligations under a head lease?
- Does the premises comply with building and safety regulations?
Are the premises affected by outstanding notices by any authority?
- Could your trading be affected by disturbances or changes to the building/centre?
- Does the lessor require you to refurbish the premises regularly or at the end of the lease?
- Can the lessor end the lease early even if you comply with the lease?
- Are all the existing structures, fixtures, plant and equipment in good working order?
- Are you required to make good the premises at the end of the lease?
- Is the tenancy mix of the shopping centre (if applicable) likely to change during the term of the lease? (see question 24.2)

32 Lessee's signature

It is important that a lessee seek independent legal and financial advice before entering a lease

32.1 Name of Lessee [Insert name of the lessee]

Auburn Dental Care Pty Ltd ACN 147 938 010

32.2 Signed by the lessee or for and on behalf of the lessee

**32.3 Name of lessee's authorised representative
[Insert name of the person signing with the authority of the lessee]**

32.4 Date ____ / ____ /20 ____ 19 ____

Note:

[Section 11A of the Retail Leases Act 1994 requires a lessee's disclosure statement to be provided to the lessor within 7 days (or any agreed further period) of the lessee receiving the lessor's disclosure statement. The lessee may be liable to a penalty for an offence under that Act if the lessee's disclosure statement is not provided.]

PART 13. ATTACHMENTS

Retail Tenancy Unit
1300 795 534

33 List of attachments

33.1 Plan of premises (see item 1.2)

- Yes
- Not applicable

33.2 Head lease or Crown lease (see item 4.2)

- Yes
- Not applicable

33.3 Additional attachments

[list of any additional attachments]

**Attach a separate sheet
if space is insufficient**

34 List of attachments – retail shopping centre

34.1 Floor plan (see item 24.1)

- Yes
- Not applicable

34.2 Customer traffic flow statistics (see item 25.1)

- Yes
- Not applicable

34.3 Casual mall licensing policy (see item 26.1)

- Yes
- Not applicable

34.4 Additional attachments relating to the retail shopping centre

[list of any additional attachments]

**Attach a separate sheet
if space is insufficient**

Additional information & advice for lessees

Information for the lessee to consider when entering into a retail shop lease

Before signing a lease:

- You should have detailed discussions with the lessor/agent and also seek advice from business associations, your solicitor and your accountant. Also consult your local Council about any regulations, permitted use or development applications affecting the shop.
- Information on these topics is included in the retail tenancy guide.
- Ensure that all agreements arrived at with the lessor are included in the lease. Documentation is critical to avoiding and managing disputes about the lease.

Rent—be clear about the following issues:

- What the starting rent is, and on what basis it is calculated.
- How the rent will increase during the lease.
- If you have agreed to pay turnover rent, be clear as to how you will give this information to the lessor.
- If there is an option as part of the lease, find the clauses of the lease that tell you how and when you must exercise the option and that explain how the rent will be set.

Lease establishment—check:

- That you have read the lease and asked for advice on what it means.
- That the description of the premises in the lease is accurate and covers any rights you will have to use common areas or car parking for you, your staff or visitors.
- Whether statements you have relied on in agreeing to the lease have been documented in the Lessee's Disclosure Statement, so as to avoid disagreements later.
- Whether you need to provide a security bond or personal guarantee to secure the lease, and how much this will be. If a cash security bond is agreed to, be sure it is lodged under the NSW Government's retail bond scheme.
- What expenses you will have to meet to fit-out the shop ready for trading, and whether you will have to meet any of the costs incurred by the lessor in preparing the shop for you to occupy it.

The premises—you will need to be sure that:

- The location and building suit the proposed use you will make of the leased premises and to check whether you will have to renovate to enable the shop to operate.
- The hours you can access the shop and open it to trade, as allowed by the lessor and the Council, will be sufficient to allow you to trade profitably.
- You have, or can readily obtain, all the permits and licences required to operate the type of business you have chosen, and that the Council's zoning for the premises does not restrict you from operating this type of business.
- You have a condition report or photos to document the state of the

Outgoings and expenses—you need to understand:

- The extra expenses you will have to meet as outgoings, and how they may change over the term of the lease. These are set out in the Lessor's Disclosure Statement.
- The information that the lessor will provide and your rights to receive estimates to allow you to plan for these expenses.
- The insurance costs you will have to meet, including any contribution to the lessor's insurance.

When you want to sell the business

If you want to sell your business, you need to be aware of the process set out in the Retail Leases Act 1994 for assigning the lease. The lessee becomes the assignor of the lease, and the potential new lessee becomes the assignee.

In brief, these are the steps:

- 1 Get an updated copy of the lessor's disclosure statement. If an updated disclosure statement has not been issued during the term of your lease, request one in writing from the lessor. If it is not provided within 14 days, provide the latest version of the disclosure statement you have to the assignee (or if none exists, this requirement does not apply to you).
- 2 Give a copy of the assignor's disclosure statement to the assignee (and to the lessor at least 7 clear days before the assignment if you want to be protected from on-going liability under the lease).
- 3 Gather, from the assignee, the following information to provide to the lessor:
 - (a) The assignee's name and contact details.
 - (b) Documentation to indicate the assignee's financial standing.
 - (c) Business experience of the assignee.
 - (d) Written records of statements made by the assignor or lessor which influenced the assignee in deciding to enter the assignment.
- 4 Provide information in point 3 to the lessor in writing, by:
 - (a) delivering it personally, or
 - (b) leaving it at or posting it to the last known residential or business address of the lessor, or
 - (c) or in any other manner referred to in section 81A of the Act.
- 5 The lessor must respond to the request for assignment of the lease within 28 days from the time all the required information is received, or the assignment is deemed to have taken place.
- 6 The reasons the lessor can refuse a request for assignment of a lease are:
 - (a) If the use of the premises is to change.
 - (b) If the assignee (new lessee) has inadequate retail skills compared to the assignor (current lessee).
 - (c) If the assignee has inferior financial resources to the proposed assignor.
 - (d) If the lessee has not complied with the procedure for obtaining consent to the assignment, as set out in section 41 of the Act.
 - (e) If the shop is in airside premises at Sydney (Kingsford-Smith) Airport and the lessor exercises the right to withhold consent to the assignment under section 80E of the Act.

General

- Check with your accountant the most tax effective way to structure the payment of rent, fit-out costs and GST.
- Make sure that all negotiated agreements are written into the lease.
- Inspect the property and take notes and photographs prior to moving in.
- Section 11A of the Retail Leases Act 1994 requires a lessee's disclosure statement to be provided to the lessor within 7 days (or any agreed further period) of the lessee receiving the lessor's disclosure statement. The lessee may be liable to a penalty for an offence under that Act if the lessee's disclosure statement is not provided.

Part 2. Lessee's disclosure statement

Advice to the lessor

- 1 The lessee acknowledges that the attached Part 1, Lessor's Disclosure Statement, was received from the lessor prior to entering into the lease.
- 2 The lessor has made available to the lessee a copy of the proposed retail shop lease and a copy of a retail tenancy guide as prescribed by or identified in the regulations.
- 3 The lessee has **sought/not sought** independent advice in respect of the commercial terms contained in the Lessor's Disclosure Statement and the obligations contained in the proposed retail shop lease.
- 4 The lessee believes that the lessee will be able to fulfil the obligations contained in the lease, including the payment of the proposed rent, outgoings and other amounts, based on the lessee's own business projections for the business.
- 5 In entering into the retail shop lease, the lessee has relied on the following statements or representations made by the lessor or the lessor's agents:

-
- 6 Apart from the statements or representations set out above, no other promises, representations, warranties or undertaking (other than those contained in the lease) have been made by the lessor to the lessee in respect of the premises or the business to be carried out on the premises.

Signed by or for and on behalf of the lessee:

Date ____ / ____ /20 19

Note: About the process
The lessee should receive the lease and the Retail Tenant's Guide at the time of negotiation. The lessee receives the Lessor's Disclosure Statement at least 7 days before the lease begins.

↓
Within 7 days (or longer if agreed) the lessee completes their disclosure statement and returns it to the lessor.

↓
Where the Lessee's Disclosure Statement is provided to the lessor in the time frame - no penalty is enforced

↓
Where the lessee fails to provide the Lessee's Disclosure Statement within 7 days - a penalty can be enforced

Note:

Matters such as agreements or representations relating to exclusivity or limitations on competing uses, sales or customer traffic should be detailed.

Attach a separate sheet if space is insufficient

LEASE

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

New South Wales Real Property Act 1900

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
75/SP88668

(B) LODGED BY

Document
Collection
Box

Name, Address or DX, Telephone, and Customer Account Number if any

CODE

Reference:

L

(C) LESSOR

Joshi Super Management Pty Ltd ACN 634 505 525

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

(D)

Encumbrances (if applicable):

(E) LESSEE

Auburn Dental Care Pty Ltd ACN 147 938 010

(F)

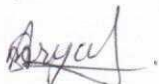
TENANCY:

- (G) 1. TERM** Five (5) years
- 2. COMMENCING DATE** 21/09/2019
- 3. TERMINATING DATE** 20/09/2024
- 4.** With an **OPTION TO RENEW** for a period of 2 x Five (5) years
set out in clause 4 of Annexure A
- 5.** With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
- 6.** Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.
- 7.** Incorporates the provisions or additional material set out in **ANNEXURE(S)** A & B hereto.
- 8.** Incorporates the provisions set out in N.A.
No.
- 9.** The **RENT** is set out in item No. 13 of Annexure A


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: Joshi Super Management Pty Ltd ACN 634 505 525
Authority: Section 127 of the Corporations Act 2001

Signature of authorised person: 

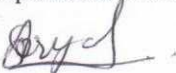
Name of authorised person: MONALISA ARYAL
Office held: Director

Signature of authorised person: 

Name of authorised person: SITARAM JOSHI
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: Auburn Dental Care Pty Ltd ACN 147 938 010
Authority: Section 127 of the Corporations Act 2001

Signature of authorised person: 

Name of authorised person: MONALISA ARYAL
Office held: Sole Director

Signature of authorised person:

Name of authorised person:
Office held: Director

(I) STATUTORY DECLARATION*

I _____

solemnly and sincerely declare that-

- 1. The time for the exercise of option to SELECT >> 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 qualifies 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.

Lessor: Joshi Super Management Pty Ltd ACN 634 505 525
Lessee: Auburn Dental Care Pty Ltd ACN 147 938 010

This annexure consists of 3 pages.

NOTE: Any alterations and additions to Lease Covenants in Annexure B **must** be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

SCHEDULE OF ITEMS (continued)

Item 10
(cls 2.3, 13.1)
(cl 13.7)

- A. **The guarantor:**
- B. **Limit of guarantor's liability:** Unlimited

Item 11
(cl 3)

Additional leased property:

Item 12
(cl 4)

Option to renew

- A. **First Further period:** Five (5) years from 21 September 2024 to 20 September 2029
- B. **Second Further period:** Five (5) years from 21 September 2029 to 20 September 2034
- C. **Maximum period of tenancy under this lease and permitted renewals:**
Fifteen (15) years
- D. **First day option for renewal can be exercised:**
No earlier than six (6) months before the terminating date of the initial term of the Lease
- E. **Last day option for renewal can be exercised:**
No later than three (3) months before the terminating date of the initial term of the Lease

Item 13
(cl 5)

A. **Rent**

For the lease period:

From the commencement date
to the first rent review date:

\$66,000.00 a year by equal monthly instalments of \$5,500.00 incl GST in advance on the 21st day of each month, other than the first and last payments which are calculated on a pro-rata basis.

Afterwards:

At the new rent beginning on each review date by monthly instalments

.....
.....
.....

.....
.....
.....

For the further period in item 12A:

From the commencement date
to the first rent review date:
(for example: Current market rent)

Afterwards:

At the new rent beginning on each review
date by monthly instalments

For the further period in item 12B:

From the commencement date
to the first rent review date:
(for example: Current market rent)

Afterwards:

At the new rent beginning on each review
date by monthly instalments

Item 13
(cl 15)

B. GST

Clause 15 provides for payment by the lessee of GST unless otherwise here indicated:

Item 14
(cl 5)

Outgoings

A. **Share of outgoings:**

B. Outgoings –

(a)

for the land or the building of which the property is part, fairly apportioned to the period of this lease.

Item 15
(cl 5.1.5)

Interest rate: 7%

Item 16
(cl 5.4)

Rent review

Rent review date	Method of rent review
21/09/2024	Current Market Rent
21/09/2029	Current Market Rent
21/09/2024	
21/09/2029	

Item 17
(cl 6.1)

Permitted use: Dental care at commencement of the lease. Any change of use must be permitted by the Landlord.

Item 18
(cl 8.1.1)

Amount of required public liability insurance: \$20,000,000.00

.....
.....
.....

.....
.....
.....

Item 19 **Bank Guarantee**
(cl 16)

Item 20 **Security Deposit**
(cl 17)

Details of strata manager/secretary of the owners corporation (if applicable)

.....
.....
.....

.....
.....
.....

ANNEXURE B

Lessor: **Joshi Super Management Pty Ltd ACN 634 505 525**

Lessee: **Auburn Dental Care Pty Ltd ACN 147 938 010**

This annexure consists of 13 pages.

©2007 COPYRIGHT of the Law Society of New South Wales which has approved this annexure as printed to clause 18. WARNING: Unauthorised reproduction in whole or in part is an infringement of copyright.

NOTE: Any alterations and additions to Lease Covenants in Annexure B **must** be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

CONTENTS

CLAUSE	SUBJECT	PAGE	CLAUSE	SUBJECT	PAGE
1	Form of this Lease	2	11	Lessor's other Obligations	9
2	Parties	2	12	Forfeiture and End of Lease	9
3	The Property	2	13	Guarantee	10
4	Lease Period	2	14	Exclusions, Notices and Special Clauses	10
5	Money	3	15	Goods and Services Tax	11
6	Use	5	16	Bank Guarantee	11
7	Condition and Repairs	6	17	Security Deposit	11
8	Insurance and Damage	7	18	Strata Conversion	11
9	Access	7			
10	Transfer and Sublease	8			

RETAIL LEASE CERTIFICATE

If section 16 of the *Retail Leases Act 1994* applies to this lease, and the term plus any further terms are less than 5 years (subject to section 16(4)), the term will be extended unless a section 16(3) certificate is given. Sections 16(1) and (2) provide –

- 16(1) The term for which a retail shop lease is entered into, together with any further term or terms provided for by any agreement or option for the acquisition by the lessee of a further term as an extension or renewal of the lease, must not be less than 5 years. An agreement or option is not taken into account if it was entered into or conferred after the lease was entered into.
- 16(2) If a lease is entered into in contravention of this section, the validity of the lease is not thereby affected but the term of the lease is extended by such period as may be necessary to prevent the lease contravening this section.

I certify that:

- I am a solicitor not acting for the lessor;
- Before (or within 6 months after) the lessee entered into this lease –
 - the lessee requested me to give this certificate; and
 - I explained to the lessee the effect of sections 16(1) and (2), and that the giving of this certificate would result in section 16 not applying to this lease.

.....
Date

.....
Signature

.....
NAME (BLOCK LETTERS)

.....
.....
.....

.....
.....
.....

CLAUSE 1 FORM OF THIS LEASE

What are the parts to this lease?

- 1.1 There are three parts to this lease – a lease form, Annexure A and this annexure.
- 1.2 This lease is a deed even if it is not registered.
- 1.3 A reference in this deed to the schedule is to the schedule of items commencing at item 1 on the lease form and ending with item 20 in Annexure A.

CLAUSE 2 PARTIES

Who are the parties to this lease?

- 2.1 The lessor is named on page 1 of this lease.
- 2.2 The lessee is named on page 1 of this lease.
- 2.3 The guarantor is named in item 10 in the schedule, if there is a guarantor.
- 2.4 If a party consists of two or more persons, obligations of that party can be enforced against any one or more of them.

CLAUSE 3 THE PROPERTY

What property is leased?

- 3.1 The property leased is described on page 1 of this lease.
- 3.2 The lessor's fixtures are included in the property leased.
- 3.3 If anything else is leased (such as furniture belonging to the lessor) and is described in item 11 in the schedule it is included in the property.
- 3.4 If the property has facilities and services shared in common with other persons in the same building as the property, clause 11.3.2 applies to those common facilities. The lessee shares the common facilities with the lessor, and with other lessees of the lessor. The lessor can set reasonable rules for sharing these common facilities.

CLAUSE 4 LEASE PERIOD

How long is this lease for?

- 4.1 This lease is for the period stated in item 1 in the schedule, commences on the date stated in item 2 in the schedule and ends on the date stated in item 3 in the schedule.
- 4.2 If a further period, commencing when this lease ends, is stated in item 12A in the schedule then the lessee has the option to renew this lease for that period.
- 4.3 The lessee can renew this lease more than once if that is stated in item 12B in the schedule. However the period of tenancy under this lease and under any renewal(s) is, in total, not longer than the maximum period stated in item 12C in the schedule.
- 4.4 The lessee can exercise the option only if –
 - 4.4.1 the lessee serves on the lessor a notice of exercise of option not earlier than the first day stated in item 12D in the schedule and not later than the last day stated in item 12E in the schedule;
 - 4.4.2 there is at the time of service no rent or outgoing that is overdue for payment; and
 - 4.4.3 at the time of service all the other obligations of the lessee have been complied with or fully remedied in accordance with the terms of any notice to remedy given by the lessor.

If this lease is extended by legislation, items 12D and 12E in the schedule are adjusted accordingly.

- 4.5 After exercising the option the lessee must continue to pay all rents and outgoing on time and continue to comply with all of the lessee's obligations under this lease. If the lessee does not do so, the lessor may treat any breach as being a breach of the new lease as well as of this lease.

- 4.6 A new lease will be the same as this lease except for –
- 4.6.1 the new rent;
 - 4.6.2 the commencement date and the termination date;
 - 4.6.3 the omission of clauses 4.2, 4.3, 4.4, 4.5 and 4.6 and items 12A and 12B in the schedule in the last lease allowed in item 12 in the schedule;
 - 4.6.4 item 12B becoming item 12A;
 - 4.6.5 adjustment of item 12C in the schedule; and
 - 4.6.6 adjustment of items 12D and 12E in the schedule. The number of days between the dates stated in items 12D and 12E in the schedule of the new lease and the termination date of the new lease and the number of days between each date stated in items 12D and 12E in the schedule of this lease and the termination date of this lease are to correspond.

If the new rent is to be current market rent it will be decided in the same way that current market rent is to be decided under Method 3 stated in clause 5 assuming that this lease and the new lease were one continuous lease and the commencement date of the new lease was a rent review date.

CLAUSE 5 MONEY

What money must the lessee pay?

- 5.1 The lessee must pay to the lessor or as the lessor directs –
- 5.1.1 the rent stated in item 13A in the schedule;
 - 5.1.2 the share stated in item 14A in the schedule of those outgoings stated in item 14B in the schedule;
 - 5.1.3 the reasonable cost to the lessor of remedying a default by the lessee;
 - 5.1.4 the reasonable cost to the lessor of dealing with any application by the lessee for the lessor's consent under this lease (whether or not it is given);
 - 5.1.5 interest on these moneys at the rate stated in item 15 in the schedule when payment is more than 14 days overdue, calculated from the due date to the date of payment;
 - 5.1.6 registration fee for registration of this lease at Land and Property Information NSW (payable on delivery to the lessor's solicitor of the executed lease);
 - 5.1.7 stamp duty on this lease (payable on delivery to the lessor's solicitor of the executed lease) if not previously paid by the lessee to the Office of State Revenue;
 - 5.1.8 if the lessee defaults, the lessor's reasonable legal costs relating to the default;
 - 5.1.9 the lessor's reasonable costs and expenses in connection with the preparation of this lease but only that part of those costs and expenses which are permitted to be recovered by a lessor under section 14 and section 45 of the *Retail Leases Act, 1994*; and
 - 5.1.10 GST as provided for in clause 15.
- 5.2 The first month's instalment of rent is to be paid by the commencement date. Each later month's instalment of rent is to be paid in advance.
- 5.3 A payment under clause 5.1.2 must be paid on the next rent day after a request for payment is made by the lessor.
- A request for payment can be made –
- 5.3.1 after the lessor has paid an outgoing; or
 - 5.3.2 after the lessor has received an assessment or account for payment of an outgoing.
- If item 14B in the schedule refers to land tax –
- if the property is a strata lot, the relevant land tax is land tax on that lot;
 - if the property is not a strata lot but is part of a building, the relevant land tax is land tax on the land on which the building is situated, plus any land of the lessor used or available for use by or for the benefit of lessees conducting business in the building or in connection with trading in the building; and
 - in either case, the land tax must be calculated as if the land was the only land owned by the lessor and there was no special trust or non-concessional company involved.

When and how is the rent to be reviewed?

- 5.4 The rent is to be reviewed on the rent review dates stated in item 16 in the schedule.
If this lease is extended by legislation, the rent review dates include each anniversary of the latest rent review date stated in item 16 in the schedule (or if none is stated each anniversary of the commencement date) which falls during the extension.
- 5.5 The lessee must continue to pay rent at the old rate until the new rate is known. After that, the lessee is to pay the new rent from the next rent day. By that rent day the lessee is also to pay any shortfall between the old and new rate for the period since the rent review date. Alternatively, the lessor is to refund to the lessee any overpayment of rent.
- 5.6 There are three different methods described here for fixing the new rent on a rent review date. The method agreed by the lessor and the lessee is stated at item 16 in the schedule. The lessee is entitled to a reduction if the method produces a rent lower than the rent current just before the review date.

Method 1. By a fixed amount or percentage.

- 5.7 In this case the rent beginning on each review date will be increased by the percentage or amount stated in item 16 in the schedule.

Method 2. By reference to Consumer Price Index.

- 5.8 In this case –
- take the yearly rent as of the last review date or if none, the rent at the commencement date (\$X),
 - divide that rent by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before that date (CPI 1),
 - multiply the result by the Consumer Price Index Number for Sydney (All Groups) for the quarter ended just before the review date (CPI 2).

The product is the new rent for the year beginning on the review date (\$Y), written as a formula –

$$\frac{\$X}{\text{CPI 1}} \times \text{CPI 2} = \$Y$$

- 5.9 The lessor must calculate the new rent after each review date and give the lessee written notice of the new rent.
- 5.10 If the Australian Bureau of Statistics makes a change in the reference base of the index and there is a published co-relation between the old and new base then the published co-relation is to be applied to convert the CPI 1 figure to the new reference base. If there is none then the lessor and the lessee agree to accept the calculations of the lessor's solicitor who must be retained to determine a fair co-relation between the old and the new series of numbers.
- 5.11 If the index used to calculate the new rent is discontinued the lessor may substitute another index that, as nearly as practicable, serves the same purpose and, if there is no such index, then the rent will be fixed by Method 3.

Method 3. By reference to current market rent.

- 5.12 In this case the rent is to be the current market rent. This can be higher or lower than the rent payable at the rent review date and is the rent that would reasonably be expected to be paid for the property, determined on an effective rent basis, having regard to the following matters –
- 5.12.1 the provisions of this lease;
 - 5.12.2 the rent that would reasonably be expected to be paid for the property if it were unoccupied and offered for renting for the same or a substantially similar use to which the property may be put under this lease;
 - 5.12.3 the gross rent, less the lessor's outgoings payable by the lessee;
 - 5.12.4 where the property is a retail shop, rent concessions and other benefits that are frequently or generally offered to prospective lessees of unoccupied retail shops; and
 - 5.12.5 the value of goodwill created by the lessee's occupation and the value of lessee's fixtures and fittings are to be ignored.

- 5.13 The lessor or the lessee can inform the other in writing at least 60 days before the rent review date of the rent that the lessor or lessee thinks will be the current market rent at the review date.
- 5.14 If the lessor and the lessee agree on a new rent then that rent will be the new rent beginning on the rent review date and the lessor and the lessee must sign a statement saying so.
- 5.15 If the lessor and the lessee do not agree on the amount of the new rent 30 days before the rent review date, the current market rent will be decided by a valuer appointed under clause 5.16.
- 5.16
- 5.16.1 Unless 5.16.2 applies the lessor and the lessee can either agree upon a valuer or can ask the President of the Law Society of New South Wales to nominate a person who is a licensed valuer to decide the current market rent.
- 5.16.2 Where the property is a retail shop, the valuer appointed must be a specialist retail valuer appointed by agreement of the parties or, failing agreement, by the Administrative Decisions Tribunal.
- 5.17 The valuer will act as an expert not an arbitrator. The lessor and the lessee can each make submissions in writing to the valuer within 14 days after they receive notice of the valuer's appointment but not later unless the valuer agrees.
- 5.18 The valuer's decision is final and binding. The valuer must state how the decision was reached.
- 5.19 If the valuer
- 5.19.1 does not accept the nomination to act; or
- 5.19.2 does not decide the current market rent within 1 month after accepting the nomination; or
- 5.19.3 becomes incapacitated or dies; or
- 5.19.4 resigns,
- then another valuer is to be appointed in the same way.
- 5.20 The lessor and lessee must each pay half the valuer's costs.
- 5.21 If the lessor and lessee do not agree upon a valuer and neither asks for a valuer to be nominated before –
- 5.21.1 the next rent review date passes; or
- 5.21.2 this lease ends without the lessee renewing it; or
- 5.21.3 this lease is transferred after the rent review date with the lessor's consent; or
- 5.21.4 the property is transferred after the rent review date
- then the rent will not change on that rent review date.

CLAUSE 6 USE

How must the property be used?

- 6.1 The lessee must –
- 6.1.1 use the property for the purpose stated in item 17 in the schedule and not for any other purpose;
- 6.1.2 open for business at times usual for a business of the kind conducted by the lessee;
- 6.1.3 keep the property clean and dispose of waste properly; and
- 6.1.4 comply with all laws relating to strata schemes and all other laws regulating how the property is used, obtain any consents or licences needed, comply with any conditions of consent, and keep current any licences or registrations needed for the use of the property or for the conduct of the lessee's business there.
- 6.1.5 where the property is a lot in a strata scheme:
- 6.1.5.1 use the lessor's common property only in connection with the use of the property;
- 6.1.5.2 co-operate with all other permitted users of the common property;
- 6.1.5.3 comply with so many of the provisions of the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973* and the by-laws and all lawful orders, motions and directives under these Acts as may be applicable to the exercise of the lessee's rights and obligations under this lease.

- 6.2 The lessor can consent to a change of use and cannot withhold consent unreasonably.
- 6.3 The lessee must not –
 - 6.3.1 do anything that might invalidate any insurance policy covering the property or that might increase the premium unless the lessor consents in which case the lessee must pay the increased premium; or
 - 6.3.2 use the property as a residence or for any activity that is dangerous, offensive, noxious, illegal or immoral or that is or may become a nuisance or annoyance to the lessor or to the owner or occupier of any neighbouring property; or
 - 6.3.3 hold any auction, bankrupt or fire sale in the property; or
 - 6.3.4 display signs or advertisements on the outside of the property, or that can be seen from the outside, unless the lessor consents (but the lessor cannot withhold consent unreasonably);
 - 6.3.5 overload the floors or walls of the property; or
 - 6.3.6 without the prior written consent of the lessor and/or the owners corporation, use the common property for any purpose other than for access to and egress from the property.

CLAUSE 7 CONDITION AND REPAIRS

Who is to repair the property?

- 7.1 The lessor must –
 - 7.1.1 maintain in a state of good condition and serviceable repair the roof, the ceiling, the external walls and external doors and associated door jambs, and the floors of the property and must fix structural defects;
 - 7.1.2 maintain the property in a structurally sound condition; and
 - 7.1.3 maintain essential services.
- 7.2 The lessee must otherwise maintain the property in its condition at the commencement date and promptly do repairs needed to keep it in that condition but the lessee does not have to –
 - 7.2.1 alter or improve the property; or
 - 7.2.2 fix structural defects; or
 - 7.2.3 repair fair wear and tear.
- 7.3 The lessee must also –
 - 7.3.1 reimburse the lessor for the cost of fixing structural damage caused by the lessee, apart from fair wear and tear;
 - 7.3.2 maintain and decorate the shop front if the property has one;
 - 7.3.3 decorate the inside of the property in the last 3 months of the lease period (however it ends) – 'decorate' here means restoring the surfaces of the property in a style and to a standard of finish originally used e.g. by repainting;
 - 7.3.4 where the property is a lot in a strata scheme:
 - 7.3.4.1 meet the cost of all damage to the common property occasioned by the lessee or any invitee or licensee of the lessee; and
 - 7.3.4.2 permit the owners corporation, temporarily, to close any part of the common property for the purpose of making and effecting repairs to it.
- 7.4 If an authority requires work to be done on the property and it is structural work or work needed to make the property safe to use then the lessor must do the work unless it is required only because of the way the lessee uses the property. But if it is any other work or is required only because of the way the lessee uses the property then the lessee must do the work.
- 7.5 If the lessee fails to do any work that the lessee must do the lessor can give the lessee a notice in writing stating what the lessee has failed to do. After the notice is given the lessee must –
 - 7.5.1 do the work immediately if there is an emergency; and
 - 7.5.2 do the work promptly and diligently in any other case. If the lessee does not do the work, the lessor can do it and the lessee must reimburse the lessor for the cost of the work.

foli

- 7.6 The lessee must not make any structural alterations to the property. Any other alterations require the lessor's consent in writing (but the lessor cannot withhold consent unreasonably).

CLAUSE 8 INSURANCE AND DAMAGE

What insurances must the lessee take out?

- 8.1 The lessee must keep current an insurance policy covering –
- 8.1.1 liability to the public in an amount not less than the amount stated in item 18 in the schedule (for each accident or event); and
 - 8.1.2 damage or destruction from any cause to all plate glass in the windows and other portions of the property
- and must produce to the lessor, upon request, the policy and the receipt for the last premium.

What happens if the property is damaged?

- 8.2 If the property or the building of which it is part is damaged (a term which includes destroyed) –
- 8.2.1 the lessee is not liable to pay rent, or any amount payable to the lessor in respect of outgoing and other charges, that is attributable to any period during which the property cannot be used under this lease or is inaccessible due to that damage;
 - 8.2.2 if the property is still useable under this lease but its useability is diminished due to the damage, the lessee's liability for rent and any amount in respect of outgoing attributable to any period during which useability is diminished is reduced in proportion to the reduction in useability caused by the damage;
 - 8.2.3 if the lessor notifies the lessee in writing that the lessor considers that the damage is such as to make its repair impracticable or undesirable, the lessor or the lessee can terminate this lease by giving not less than 7 days notice in writing of termination to the other and no compensation is payable in respect of that termination;
 - 8.2.4 if the lessor fails to repair the damage within a reasonable time after the lessee requests the lessor to do so the lessee can terminate this lease by giving not less than 7 days notice in writing of termination to the lessor; and
 - 8.2.5 nothing in clause 8.2 affects any right of the lessor to recover damages from the lessee in respect of any damage or destruction to which the clause applies.

CLAUSE 9 ACCESS

What are the lessor's rights of access to the property?

- 9.1 The lessee must give the lessor (or anyone authorised in writing by the lessor) access to the property at any reasonable time for the purpose of –
- 9.1.1 inspecting the condition of the property, or how it is being used; or
 - 9.1.2 doing anything that the lessor can or must do under this lease or must do by law; or
 - 9.1.3 viewing the property as a valuer, prospective buyer or mortgagee; or
 - 9.1.4 fixing a notice in a reasonable position on the outside of the property saying that it is for sale; or
 - 9.1.5 viewing the property as a prospective lessee not earlier than 6 months before the lease period ends; or
 - 9.1.6 fixing a notice not earlier than 6 months before the lease period ends in a reasonable position on the outside of the property saying that it is to let; or
 - 9.1.7 inspecting, cleaning or repairing another property or any services to another property.
- 9.2 The lessor must give the lessee at least 2 days written notice for access (except in an emergency). The day of the giving of the notice and any Saturday, Sunday or public holiday on which the property is not open for business are not counted.
- 9.3 The lessor must promptly make good any damage caused to the property and to any of the lessee's belongings which results from exercising these rights.
- 9.4 The lessee must give to the lessor a copy of any notice relating to the property or relating to any neighbouring property immediately after receiving the notice.

pl

CLAUSE 10 TRANSFER AND SUB-LEASE

Can this lease be transferred or the property shared or sub-let?

- 10.1 The lessee must not transfer this lease without consent.
- 10.2 The lessor can withhold consent only if –
 - 10.2.1 the proposed transferee proposes to change the use to which the property is put; or
 - 10.2.2 where the property is a retail shop, the proposed transferee has financial resources or retailing skills inferior to those of the proposed transferor and otherwise the proposed transferee has financial resources or business experience inferior to those of the proposed transferor; or
 - 10.2.3 the lessee has not complied with clause 10.3 and, where the property is a retail shop, clause 10.4.
- 10.3 A request for the lessor's consent to a transfer of lease must be made in writing and the lessee must provide the lessor with such information as the lessor may reasonably require concerning the financial standing and business experience of the proposed transferee.
- 10.4 Where the property is a retail shop, before requesting the consent of the lessor to a proposed transfer of this lease, the lessee must furnish the proposed transferee with a copy of any disclosure statement given to the lessee in respect of this lease, together with details of any changes that have occurred in respect of the information contained in the disclosure statement (being changes of which the lessee was aware or could reasonably be expected to be aware). For the purpose of enabling the lessee to comply with this obligation, the lessee can request the lessor to provide the lessee with a copy of the disclosure statement concerned and, if the lessor is unable or unwilling to comply with such a request within 14 days after it is made, this clause 10.4 does not apply.
- 10.5 Where the lessee has complied with clause 10.3 and where required to do so clause 10.4, and the lessor has not within 42 days or where the *Retail Leases Act 1994* applies 28 days after the request was made or the lessee has complied with paragraphs 41(a) and 41(b) of that Act, whichever is the later, given notice in writing to the lessee either consenting or withholding consent, the lessor is taken to have consented.
- 10.6 The lessee has to pay in connection with any consent the lessor's reasonable legal costs, the reasonable costs of obtaining any mortgagee's consent, the stamp duty and the registration fee for the transfer.
- 10.7 Where the property is a retail shop, the lessee can sub-let, grant a licence or concession, share or part with the possession of the whole or any part of the property or mortgage or otherwise charge or encumber the lessee's estate or interest in this lease only with the written consent of the lessor which can be refused in the lessor's absolute discretion. Otherwise, the lessee cannot do any of these things.

CLAUSE 11 LESSOR'S OTHER OBLIGATIONS

What are the lessor's other obligations?

- 11.1 So long as the lessee does all the things that must be done by the lessee under this lease the lessor must allow the lessee to possess and use the property in any way permitted under this lease without interference from the lessor, or any person claiming under the lessor or having superior title to the title of the lessor.
- 11.2 The lessor must pay all outgoing for the land or the building of which the property is part when they fall due.
- 11.3 If the property is part of a building owned or controlled by the lessor –
 - 11.3.1 the lessor must maintain in reasonable structural condition all parts of the building that the lessee can use under this lease; and
 - 11.3.2 if the property has facilities and service connections shared in common with other persons the lessor must –
 - 11.3.2.1 allow reasonable use of the facilities and service connections including –
 - the right for the lessee and other persons to come and go to and from the property over the areas provided for access;
 - access by the lessee to service connections; and
 - the right for the lessee's customers to park vehicles in any area set aside for customer parking, subject to any reasonable rules made by the lessor.
 - 11.3.2.2 maintain the facilities and service connections in reasonable condition.

- 11.4 Where registration is necessary for the validity of this lease, the lessor must ensure that this lease is registered.
- 11.5 If a consent is needed for this lease, from someone such as a mortgagee or head lessor of the property, then the lessor must get the consent.

CLAUSE 12 FORFEITURE AND END OF LEASE

When does this lease end?

- 12.1 This lease ends –
- 12.1.1 on the date stated in item 3 in the schedule; or
 - 12.1.2 if the lessor lawfully enters and takes possession of any part of the property; or
 - 12.1.3 if the lessor lawfully demands possession of the property.
- 12.2 The lessor can enter and take possession of the property or demand possession of the property if –
- 12.2.1 the lessee has repudiated this lease; or
 - 12.2.2 rent or any other money due under this lease is 14 days overdue for payment; or
 - 12.2.3 the lessee has failed to comply with a lessor's notice under section 129 of the *Conveyancing Act 1919*; or
 - 12.2.4 the lessee has not complied with any term of this lease where a lessor's notice is not required under section 129 of the *Conveyancing Act 1919* and the lessor has given at least 14 days written notice of the lessor's intention to end this lease.
- 12.3 When this lease ends, unless the lessee becomes a lessee of the property under a new lease the lessee must –
- 12.3.1 return the property to the lessor in the state and condition that this lease requires the lessee to keep it in; and
 - 12.3.2 have removed any goods and anything that the lessee fixed to the property and have made good any damage caused by the removal.
- Anything not removed becomes the property of the lessor who can keep it or remove and dispose of it and charge to the lessee the cost of removal, making good and disposal.
- 12.4 If the lessor allows the lessee to continue to occupy the property after the end of the lease period (other than under a new lease) then –
- 12.4.1 the lessee becomes a monthly lessee and must go on paying the same rent and other money in the same way that the lessee had to do under this lease just before the lease period ended (apportioned and payable monthly);
 - 12.4.2 the monthly tenancy will be on the same terms as this lease, except for –
 - clause 4;
 - clauses 5.4 to 5.21 inclusive; and
 - clause 6.2 unless consent has previously been given;
 - 12.4.3 either the lessor or the lessee can end the monthly tenancy by giving, at any time, 1 month written notice to the other expiring on any date; and
 - 12.4.4 anything that the lessee must do by the end of this lease must be done by the end of the monthly tenancy.
- 12.5 Essential terms of this lease include –
- 12.5.1 the obligation to pay rent not later than 14 days after the due date for payment of each periodic instalment (and this obligation stays essential even if the lessor, from time to time, accepted late payment);
 - 12.5.2 the obligations of the lessee in clause 5.1.2 (dealing with outgoing);
 - 12.5.3 the obligations of the lessee in clause 6.1 (dealing with use);
 - 12.5.4 the obligations of the lessee in clause 7 (dealing with repairs);
 - 12.5.5 the obligations of the lessee in clause 10 (dealing with transfer and sub-lease); and
 - 12.5.6 the obligations of the lessee in clause 15 (dealing with GST).

- 12.6 If there is a breach of an essential term the lessor can recover damages for losses over the entire period of this lease but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 12.7 The lessor can recover damages even if –
- 12.7.1 the lessor accepts the lessee's repudiation of this lease; or
 - 12.7.2 the lessor ends this lease by entering and taking possession of any part of the property or by demanding possession of the property; or
 - 12.7.3 the lessee abandons possession of the property; or
 - 12.7.4 a surrender of this lease occurs.

CLAUSE 13 GUARANTEE

What are the obligations of a guarantor?

- 13.1 This clause applies if a guarantor of the lessee is named in item 10A in the schedule and has signed or executed this lease or, if this lease is a renewal of an earlier lease, the earlier lease.
- 13.2 The guarantor guarantees to the lessor the performance by the lessee of all the lessee's obligations (including any obligation to pay rent, outgoings or damages) under this lease, under every extension of it or under any renewal of it or under any tenancy and including obligations that are later changed or created.
- 13.3 If the lessee does not pay any money due under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must pay that money to the lessor on demand even if the lessor has not tried to recover payment from the lessee.
- 13.4 If the lessee does not perform any of the lessee's obligations under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must compensate the lessor even if the lessor has not tried to recover compensation from the lessee.
- 13.5 If the lessee is insolvent and this lease or any extension or renewal of it is disclaimed the guarantor is liable to the lessor for any damage suffered by the lessor because of the disclaimer. The lessor can recover damages for losses over the entire period of this lease or any extension or renewal but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.
- 13.6 Even if the lessor gives the lessee extra time to comply with an obligation under this lease, under any extension of it or under any renewal of it or under any tenancy, or does not insist on strict compliance with the terms of this lease or any extension of it or renewal of it or of any tenancy, the guarantor's obligations are not affected.
- 13.7 If an amount is stated in item 10B in the schedule the guarantor's liability under this clause is limited to that amount.
- 13.8 The terms of this guarantee apply even if this lease is not registered, even if any obligation of the lessee is only an equitable one, and even if this lease is extended by legislation.

CLAUSE 14 EXCLUSIONS, NOTICES AND SPECIAL CLAUSES

- 14.1 No covenant or power is implied in this lease by section 84 or 85 of the *Conveyancing Act 1919*.
- 14.2 A document under or relating to this lease is –
- 14.2.1 served if it is served in any manner provided in section 170 of the *Conveyancing Act 1919*;
and
 - 14.2.2 served on the lessee if it is left at the property.
- 14.3 This lease is subject to any legislation that cannot be excluded (for example, the *Retail Leases Act 1994*).
- 14.4 In this lease, 'retail shop' means premises to which the *Retail Leases Act 1994* applies.
- 14.5 In this lease 'Director General' has the same meaning as in the *Retail Leases Act 1994*.

Sp

CLAUSE 15 GOODS AND SERVICES TAX

Unless item 13B in the schedule has been completed in a way that indicates that this clause is not to apply:

- 15.1 As consideration in whole or in part for a taxable supply the person receiving the supply must pay to the party making the supply an additional amount equal to the amount of GST payable on the supply.
- 15.2 To the extent that the lessee is required to reimburse the lessor in whole or in part for outgoings incurred by the lessor, for the purposes of this lease the amount of the outgoings must be reduced by the amount of any credit or refund of GST to which the lessor is entitled as a result of incurring outgoings.
- 15.3 Outgoings in item 14B in the schedule are to be calculated after deducting any input tax credit to which the lessor is entitled.
- 15.4 For the purposes of this lease GST means a tax in the nature of a supply of goods and services tax levied or imposed by the Commonwealth of Australia.

CLAUSE 16 BANK GUARANTEE

- 16.1 If a number of months appears in item 19 in the schedule, clauses 16.2 to 16.5 apply.
- 16.2 On or before the commencement date of this lease the lessee will deliver to the lessor a guarantee by a bank trading in the State of New South Wales in the form of an unconditional and irrevocable undertaking to pay drawn in favour of the lessor (unlimited as to time) in a form acceptable to the lessor and for an amount equivalent to the number of months referred to in item 19 in the schedule.
- 16.3 The lessor is entitled to claim under the guarantee an amount equal to any moneys due but unpaid by the lessee to the lessor under this lease.
- 16.4 The lessee agrees to vary the amount of the guarantee immediately upon each rent review so that the amount at all times represents the equivalent of the number of months referred to in the schedule.
- 16.5 The lessor will deliver the guarantee (or so much of it as is then held by the lessor) to the lessee on the last of:
 - 16.5.1 the terminating date of this lease;
 - 16.5.2 the expiry date of any holding over under this lease; and
 - 16.5.3 the date that the lessee has no further obligations under this lease or at law.

CLAUSE 17 SECURITY DEPOSIT

- 17.1 If an amount or a number of months appears in item 20 in the schedule, clauses 17.2 to 17.6 apply.
- 17.2 On or before the commencement date of this lease the lessee will deliver the security deposit to the lessor.
- 17.3 The lessor is entitled to deduct from the security deposit an amount equal to any monies due but unpaid by the lessee to the lessor under this lease.
- 17.4 Where the property is a retail shop, the security deposit will be held in accordance with Section 16C of the *Retail Leases Act 1994*. The lessee will not make an application to the Director General seeking the return of the security deposit (or so much of it as is then held by the Director General) until the later of:
 - 17.4.1 the terminating date of this lease;
 - 17.4.2 the expiry date of any holding over under this lease; and
 - 17.4.3 the date that the lessee has no further obligations under this lease or at law.
- 17.5 Where the property is other than a retail shop the security deposit (or so much of it as is then held by the lessor) will be returned to the lessee on the later of the dates as specified in clause 17.4.
- 17.6 The lessee agrees to vary the amount of the security deposit immediately upon each rent review so that it represents the equivalent of the number of months referred to in the schedule.

CLAUSE 18 STRATA CONVERSION

- 18.1 "Owners corporation", "owner", "strata scheme", "lot" and "parcel" where used in this lease have the meanings given under the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*.

- 18.2 "Strata Acts" means the *Strata Schemes Management Act 1996* and the *Strata Schemes (Freehold Development) Act 1973*, and includes any amending Acts, rules, regulations, ordinances, by-laws, statutory instruments, orders or notices now or hereafter made under those Acts.
- 18.3 "Strata conversion" means a subdivision of the property under the *Strata Schemes (Freehold Development) Act 1973* or the *Community Land Development Act 1989* or the *Community Land Management Act 1989* or other legislation permitting such subdivision.
- 18.4 Strata Titles
- 18.4.1 Lessee consents to registration of strata plan
- 18.4.1.1 By its entry into this lease the lessee acknowledges that the lessor can register a strata plan, a strata schemes plan, a strata plan of subdivision, a strata plan of consolidation or a building alteration plan insofar as any of these may relate to the property, the Building or the land. The lessor will provide the lessee with copies of the proposed strata plan and associated documentation for the lessee's approval, which approval will not be unreasonably withheld.
- 18.4.1.2 Provided the lessee consents to the strata conversion as per clause 18.4.1.1 then within 7 days of written request by the lessor the lessee will sign and return to the lessor any consents or other documents necessary to enable the lessor to carry out the strata conversion and will make no objection or claim for compensation in relation to the strata conversion.
- 18.4.2 Compliance with the Strata Acts and by-laws:
- 18.4.2.1 **(Covenant):** The lessee and any and all persons acting by, through or under it or with its authority express or implied shall comply with so many of the provisions of the Strata Acts and the by-laws and all lawful orders, motions and directives under the Strata Acts as may be applicable to the exercise of the lessee's rights and obligations under the provisions elsewhere contained in this lease.
- 18.4.2.2 **Not to prejudice interests of owners corporation.** Without the prior written consent of the owners corporation, the lessee shall not do any act, matter or thing under the exercise of its rights and obligations elsewhere contained in this lease or permit or allow any act, matter or thing to be done which shall or may:
- increase the rate of premium payable by the owners corporation under any policy of insurance taken out by the owners corporation; or
 - invalidate, avoid or suspend the operation of any such policy of insurance or otherwise prejudice the owners corporation rights under any such policy.
- 18.4.2.3 Upon the occurrence of any of the matters previously referred to the lessee shall:
- pay to the lessor or such other person responsible for payment any amounts payable to the owners corporation as a consequence of any such matters;
 - pay to the lessor for and on behalf of the owners corporation any amounts payable by the owners corporation as a consequence of any such matters and not the subject of clause 18.4.2.2; and
 - pay to the lessor for and on behalf of the owners corporation the amount of any and all losses and damages arising from the occurrence of any such matters.
- 18.4.2.4 **(Indemnity):** The lessee shall indemnify the lessor for any loss or damage suffered by the lessor if the lessee or the lessee's employees fail to comply with the obligations as to conduct imposed upon the lessee or the lessee's employees by this lease or by reason of the Strata Acts.
- 18.4.3 If the strata conversion occurs:
- 18.4.3.1 any reference in this lease will be deemed to be a reference to the buildings comprised in the registered plan or plans of which the property forms part;
- 18.4.3.2 any levies or other monies payable to the owners corporation will be payable by the lessee with the exception of any contribution to a sinking fund or special levy; and
- 18.4.3.3 this lease will be deemed to be amended in any respect that is necessary to ensure that this lease reflects that the strata conversion has been carried out.

IMPORTANT NOTES

The following notes are for guidance and do not form part of this lease.

If you are a lessor, a solicitor will prepare this lease for you.

If you are a lessee, a solicitor can advise you about it.

1. This document creates legal rights and legal obligations.
2. Failure to register a lease can have serious consequences.
3. If an option for renewal is not exercised at the right time it will be lost.
4. The lessee can exercise an option for renewal even if there has been a breach of this lease in a case where section 133E of the *Conveyancing Act 1919* applies. The lessor must give a prescribed notice within 14 days after the option is exercised if the lessor wants to rely on the breach to prevent the exercise of the option.
5. The Law Society of New South Wales is not to be responsible for any loss resulting from the use of this lease as printed whether authorised or not.

.....
.....
.....

.....
.....
.....

I certify that this and the preceding twelve pages are in exactly the same wording as Annexure B of the copyright Law Society Lease.

.....
Solicitor for the lessor

gl.

THIS AND THE FOLLOWING NINE PAGES IS THE CONTINUATION OF ANNEXURE "A" OF THE LEASE BETWEEN: JOSHI SUPER MANAGEMENT PTY LTD ACN 634 505 525 (LANDLORD) AND AUBURN DENTAL CARE PTY LTD ACN 147 938 010 (TENANT) DATED THE DAY OF 2019

1. Fit Out

The Tenant is permitted to carry out fit out work to accommodate special needs of dental care business at the Tenant's cost.

The Landlord is not required to make any contribution.

Any work undertaken by the Tenant must be in strict compliance with any regulations of relevant authority. The Landlord shall be compensated for any financial loss arising out of any work not complied with any regulations of any authority that incurs penalties, fines or charges on the Landlord.

2. Rent Free Period

Notwithstanding anything contained herein to the contrary, the parties agree that rent free period is calculated from the earlier date of the follows:

- i. 5 months from the date the Lease is exchanged, or
- ii. 2 months from the commencement date of the dental care business