

# STANDARD COMMERCIAL/INDUSTRIAL PROPERTY LEASE (PART B)



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OF WESTERN AUSTRALIA (INC.)  
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000005156650



Not for retail premises or other premises where the Commercial Tenancy  
(Retail Shops) Agreement Act 1985 applies

## Particulars of the Lease

This document incorporates The Real Estate Institute of Western Australia (Inc.) 2017,  
General Terms and Conditions of the Lease contained in the document attached.

Before using this document please read the notes at the front of the Real Estate Institute of Western Australia (Inc.)  
2017 General Terms and Conditions of the Lease.

THIS LEASE is made  20

for the Premises at

### 1. Lessor:

Full Name:

Address:

Telephone: Work  Home

Facsimile  Email

ACN/ABN  Mobile

### 2. Lessee:

Full Name:

Address:

Telephone: Work  Home

Facsimile  Email

Full Name:

Address:

Telephone: Work  Home

Facsimile  Email

(if a corporation) Name:

ACN/ABN

Postal Address:

Address of Registered Office:

Telephone  Mobile:

Facsimile  Email

Contact Name:

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### 3. Guarantor:

Full Name:

Address:

Telephone: Work  Home  Mob:

Facsimile:  Email:

Full Name:

Address:

Telephone: Work  Home  Mob:

Facsimile:  Email:

### 4. Premises:

~~The Land~~

\*That part of the Land and Building situated at and known as

which is depicted as crosshatched or coloured on the annexed plan (if any).

\* Delete the inapplicable

### 5. Land:

Lot  on ~~Diagram/Deposited/Plan~~ Strata Plan  and being the whole of the land in Certificate of Title Volume  Folio

### 6. Term:

months/years commencing on the Date of Commencement.

### 7. Date of Commencement:

20

### 8. Further terms:

months/~~years~~ commencing on  20

months/years commencing on  20

### 9. Rent:

From the Date of Commencement until varied the Rent is \$  per annum, payable by instalments of \$  per month in advance on the first day of each month. (Rent is exclusive of GST, see clause 30)

### 10. Rent review dates:

#### During the Term:

Method <input type="text" value="E"/>	Review Date <input type="text" value="01 July 2019"/>	Method <input type="text"/>	Review Date <input type="text"/>
Method <input type="text" value="E"/>	Review Date <input type="text" value="01 July 2020"/>	Method <input type="text"/>	Review Date <input type="text"/>
Method <input type="text"/>	Review Date <input type="text"/>	Method <input type="text"/>	Review Date <input type="text"/>

#### During the Further Term:

Method <input type="text" value="A"/>	Review Date <input type="text" value="01 July 2021"/>	Method <input type="text"/>	Review Date <input type="text"/>
Method <input type="text" value="E"/>	Review Date <input type="text" value="01 July 2022"/>	Method <input type="text"/>	Review Date <input type="text"/>
Method <input type="text"/>	Review Date <input type="text"/>	Method <input type="text"/>	Review Date <input type="text"/>

Insert **A,B,C,D** or **E** for the Method of Rent Review.

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## 11. Method of Rent Review:

Subject to clause 18 the Rent applicable from and including each Rent Review Date specified in Item 10 above is calculated by one of the following methods of rent review:

- A Market Rent Review on that Rent Review Date  
 B CPI Rent on that Rent Review Date  
 C The Rent applicable immediately before that Rent Review Date increased by  of that Rent.  
 D The greater of a Market Rent Review and CPI Rent on that Review Date  
 E

## 12. Lessor Chattels:

The Lessors Chattels included in the Lease are:

## 13. Rate of Interest:

15% per annum calculated on a daily basis.

## 14. Painting and decorating intervals:

Within three (3) months before the end of each Term and Further Term granted or at earlier Termination.

## 15. Public Risk Insurance:

\$20 million unless stated otherwise

## 16. Nature of Business and Permitted use:

The Permitted Use of the business is

## 17. Outgoings Payable by the Lessee:

	THE LESSOR AGREES TO PAY (DENOTE WITH X)	THE LESSEE AGREES TO PAY (DENOTE WITH X)
(a) Water Drainage and Sewerage Rates		X
(b) Local Authority Rates including fire services levy		X
(c) Land Tax and MRIT		X
(d) Interest Charges on Outstanding Rates and Taxes		X
(e) Water Consumed Beyond Allowance		X
(f) Fire Services		X
(g) Cleaning, Including Window and Rubbish Removal		X
(h) Grounds Repairs and Maintenance		X
(i) Building Repairs and Maintenance of a Non-Structural Nature		X
(j) Building Insurance		X
(k) Plate Glass Insurance		X
(l) Public Liability Insurance (to a minimum of \$10 million).		X
(m) Property Management Fees		X
(n) Common Area, Lighting and Power		X
(o) Security		X
(p) Toilet Requisites		X
(q) Hot Water Systems Running and Repairs and Maintenance		X
(r) Electricity and Gas and Telephone Services Consumed in the leased Premises		X
(s) Air-conditioning Running and Repairs and Maintenance		X
(t) Escalator & Lift: Running and Repairs and Maintenance		
(u) Strata Company Levy		X
(v) Pest Control		X
(w)		
(x)		
(y)		

18. Security Bond: \$

19. Bank Guarantee amount \$

## 20. Special Clauses:

- The Lessee shall be permitted to fit-out partitioned office spaces with non permanent full height partitioning and glass doors. All improvements to the property, partitions etc. are to be approved by the City of Cockburn. The Lessor retains the option to request the Lessee to return the Premises to the original condition on termination of the Lease.
- See Attached Appendix of proposed Office fit-out, forms part of this Lease.
- The Lessee shall be able to Sub-Lease office space in accordance with condition 23.4 of PART A of the lease
- The lease shall incorporate Reception Counter, two Desks and one Storage/Stationary Case as inspected.
- The Lease shall incorporate all Ethernet Cabling, Server Box and Patch Panel as inspected.

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## ACCEPTANCE

### SIGNED BY THE LESSOR OR THE LESSOR'S AGENT

(individual)

SIGNED by

{FULL NAME}

Signature

In the presence of:

Signature of Witness

Full name of Witness

Address of Witness

Occupation of Witness

(Corporation)

Full Name of Corporation

ACN/ABN

EXECUTED BY THE LESSOR PURSUANT TO ITS CONSTITUTION AND THE CORPORATIONS ACT )

Sole / Director

Full Name of Director

### SIGNED BY THE LESSOR OR THE LESSOR'S AGENT

(individual)

SIGNED by

{FULL NAME}

Signature

In the presence of:

Signature of Witness

Print full name of Witness

Address of Witness

Occupation of Witness

(Corporation)

Full Name of Corporation

ACN/ABN

EXECUTED BY THE LESSOR PURSUANT TO ITS CONSTITUTION AND THE CORPORATIONS ACT )

Director / Secretary

Full Name of Director / Secretary

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## ACCEPTANCE

### SIGNED BY THE LESSEE

(individual)

SIGNED by

(FULL NAME)

Signature

In the presence of:

Signature of Witness

Full name of Witness

Address of Witness

Occupation of Witness

(Corporation)

Full Name of Corporation

ACN/ABN

EXECUTED BY THE LESSEE PURSUANT TO ITS CONSTITUTION AND THE CORPORATIONS ACT ) ) ) ) )

Sole / Director

Full Name of Director

### SIGNED BY THE LESSEE

(individual)

SIGNED by

(FULL NAME)

Signature

In the presence of:

Signature of Witness

Print full name of Witness

Address of Witness

Occupation of Witness

(Corporation)

Full Name of Corporation

ACN/ABN

EXECUTED BY THE LESSEE PURSUANT TO ITS CONSTITUTION AND THE CORPORATIONS ACT ) ) ) ) )

Director / Secretary

Full Name of Director / Secretary

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## ACCEPTANCE

### SIGNED BY THE GUARANTOR

(individual)

SIGNED by

Matthew Robert Hellyer

(FULL NAME)

*Matthew Hellyer*

Signature

in the presence of:

*Ivana Markovic*

Signature of Witness

IVANA MARKOVIC

Full name of Witness

93 DELARONDE DRIVE  
6164, SUCCESS

Address of Witness

SABA ASSISTANT

Occupation of Witness

(Corporation)

Full Name of Corporation

ACN/ABN

EXECUTED BY THE GUARANTOR PURSUANT )  
TO ITS CONSTITUTION AND THE CORPORATIONS ACT )

)

)

)

)

Sole / Director

Full Name of Director

### SIGNED BY THE GUARANTOR

(individual)

SIGNED by

Sarah Patricia Hellyer

(FULL NAME)

*SHellyer*

Signature

in the presence of:

*Ivana Markovic*

Signature of Witness

IVANA MARKOVIC

Print full name of Witness

93 DELARONDE DRIVE  
6164, SUCCESS

Address of Witness

SALE ASSISTANT

Occupation of Witness

(Corporation)

Full Name of Corporation

ACN/ABN

EXECUTED BY THE GUARANTOR PURSUANT )  
TO ITS CONSTITUTION AND THE CORPORATIONS ACT )

)

)

)

)

Director / Secretary

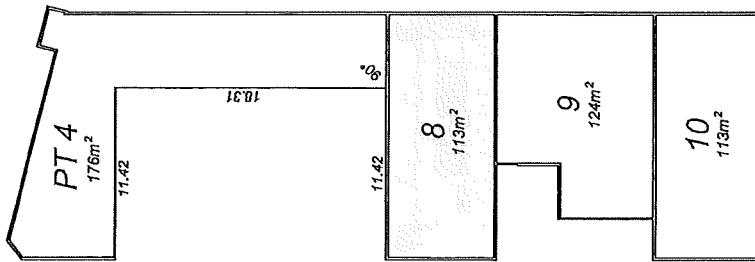
Full Name of Director / Secretary

A true copy of this document has been received by each of the signatories hereto - together with a copy of the Real Estate Institute of Western Australia (Inc.) 2017 General Terms and Conditions of the Lease in the attached document.

### COPYRIGHT

The copyright of this lease is the property of the Real Estate Institute of Western Australia (Inc) and neither the form nor any part of it may be used or reproduced by any method whatsoever or incorporated by reference or in any manner whatsoever in any other document without the consent of the Institute. 07/17

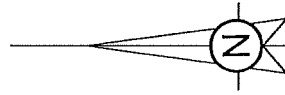
SURVEY - STRATA PLAN  
61116  
SHEET 3 OF 3 SHEETS



FIRST FLOOR PLAN

NOTES

1. THE BOUNDARIES OF THE LOTS OR PARTS OF THE LOTS WHICH ARE BUILDINGS SHOWN ON THE STRATA PLAN ARE THE INNER SURFACES OF THE WALLS, THE UPPER SURFACE OF THE FLOOR AND THE UNDER SURFACE OF THE CEILING, AS PROVIDED BY SECTION 312(G) OF THE STRATA TITLES ACT 1985.
2. ALL DISTANCES ARE TO THE EXTERNAL FACE OF THE WALLS UNLESS SHOWN OTHERWISE.
3. THE STRATUM OF THE LOTS EXTENDS BETWEEN 5 METRES BELOW AND 10 METRES ABOVE THE UPPER SURFACE LEVEL OF THE LOWEST GROUND FLOOR OF THE BUILDING LOCATED ON EACH RESPECTIVE LOT, INCLUDING WHERE COVERED.
4. FOR OTHER PART LOT 4 SEE SHEET 2.



SCALE 1:300 @ A3  
0 6 12 18  
In metres

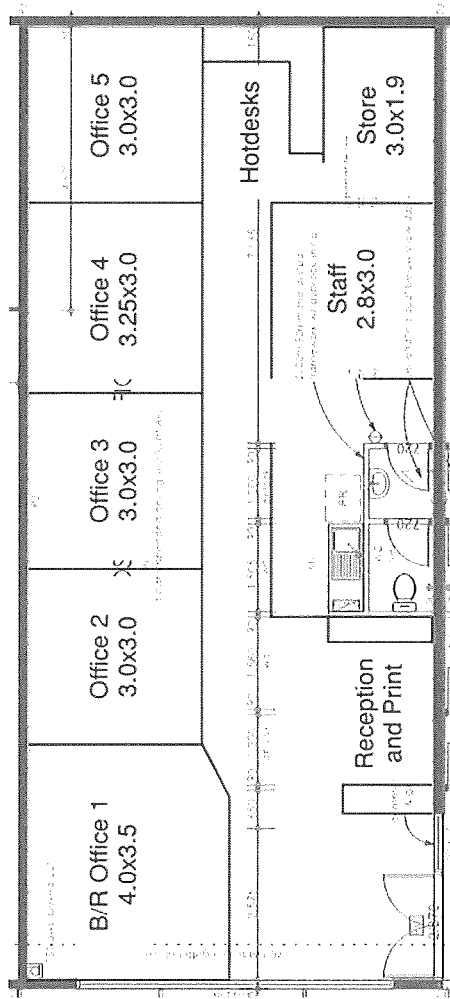
*Met* *Stuyver* *Bauman* *Bauman*

Appendix

Lessor: Bowman Future Fund Pty Ltd ATF Bowman Superannuation Fund

Lessee: Black Bunny Pty Ltd

Property: 8/640 Beeliar Drive, Success



*x [Signature] x [Signature] x [Signature] x [Signature]*