

**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 Part Lot 28 / DP6033

Known as 35A Sydenham Road, Brookvale NSW 2100

(B) LODGED BY

Document  
Collection  
Box

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

CODE

Reference:

L

(C) LESSOR

Harrow Assett Holdings Pty Ltd ABN: 70 473 833 934

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

(D)

Encumbrances (if applicable):

(E) LESSEE

Natural Chemist Pty Ltd ABN: 80 131 813 833

(F)

TENANCY:

(G) 1. TERM Three (3) Years

2. COMMENCING DATE 20 March 2023

3. TERMINATING DATE 19 March 2026

4. With an OPTION TO RENEW for a period of Three (3) Years

set out in clause 4 of Annexure B

5. With an OPTION TO PURCHASE set out in clause N.A. of Not Applicable

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 Not Applicable

No, Not Applicable

9. The RENT is set out in item No. 13 of Annexure A

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

Bond  
1st Rental payment

30.3 = 10/4 \$4400-

BOND  
\$13200-  
transferred  
from SHORE  
to Super Fund  
20/4 April 2023  
SHORE Commercial  
3938 3122 Julie

EXECUTED as a DEED

GUARANTOR:

SIGNED by the Guarantor  
Diana Kim Boot  
in the presence of:

Signature of Witness:

DocuSigned by:  
*Roger Malcolm Boot*  
51A934AEB08346B...

Roger Malcolm Boot

Name of Witness:

Address of Witness: 9 Suwarrow St, Fairlight NSW 2094

Signature of Guarantor:

DocuSigned by:  
*Diana Kim Boot*  
1F03B1B7D8D34A7

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: Included in Annual Gross Rental

B. Outgoings ~

- (a) local council rates and charges;
- (b) water sewerage and drainage charges;
- (c) land tax;
- (d) insurance;
- (e) management;
- (f) all levies and contributions (except special levies) determined and/or levied by the owners corporation or any strata managing agent in respect of the strata scheme of which the property forms part (if applicable);

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:** 10% or \$250.00 for each week (or part thereof), whichever is the greater amount, during which rent is due and unpaid when payment is more than fourteen (14) days overdue, calculated from the due date to the date of payment.

Item 16  
(cl 5.4)

**Rent review**

Rent review date	Method of rent review	If Method 1 applies, increase by (the increase should show percentage or amount)
20/03/2024	Method 1 or Method 2	Annual to CPI or 4% (whichever the greater)
20/03/2025	Method 1 or Method 2	Annual to CPI or 4% (whichever the greater)
20/03/2026	Method 3	Current market rent

Method 1 is a fixed amount or percentage.

Method 2 is Consumer Price Index.

Method 3 is current market rent.

Method 2 applies unless another method is stated.

Item 17  
(cl 6.1)

**Permitted use:** E-commerce – Natural Chemist

Item 18  
(cl 8.1.1)

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

Item 19  
(cl 16)

**Bank Guarantee**

Not Applicable

Item 20  
(cl 17)

**Security Deposit**

Three (3) months gross rent including GST, being \$13,200.

*Julie Smith*

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

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

— — — — —

DS

DS

Item 27

### **Alterations and Additions**

The Lessee prior to any commencement of any works, will seek written approval with details of any proposed fit out works or signage details from the Lessor which approval shall not be unreasonably withheld.

It is the Lessee's responsibility to obtain approvals and/or consent from the any Owners Corporation, local council or governmental authority which must be produced to the Lessor prior to commencement of such works.

The Lessee will carry out any such works in good and workmanlike manner, using suitable quality materials and using suitably experienced and qualified tradesmen and workers.

If required by the Lessor, the Lessee will reinstate any alterations and/or additions made by the Lessee so that the property is restored to its original state and condition.

All works to be carried out at the sole expense of the Lessee.

Item 28

### **Condition and Repair**

The Lessee will not put anything down any sink, toilet or drain likely to cause obstruction or place in the appurtenances any substance which they were not designed to receive.

The Lessee will keep and maintain all internal and external light fittings connected to or relating to the property and replace all electric light bulbs and tubes.

The Lessee will take all reasonable steps to keep the property free of vermin, insects and other pests.

The Lessee must notify the Lessor of any damage to the property or any infectious disease or the significant presence of any rats, cockroaches, fleas or other pests.

At the Lessee's expense, fumigate and disinfect the property and comply with any other requirements of law.

The Lessee will protect the floor coverings and will use plastic floor mats to protect the carpet from the Lessee's property e.g. desk chairs.

The Lessee will carry out any such works in good and workmanlike manner, using suitable quality materials and using suitably experienced and qualified tradesmen and workers.

Item 29

### **Exclusions, Notices and Special Clauses**

"Lessee's employees" means each of the Lessee's employees, contractors, agents, customers, clients, visitors, subtenants, licensees or others (with or without invitation) who may be in the property, in the building or on the land.

Item 30

### **Work Place Safety**

The Lessee will ensure safe work place practices at all times to comply with the Work Health & Safety Act.

Item 31

### **Lease Assignment**

The Lessee will be charged an administration fee of two (2) weeks gross rent in the event that the rights to assign the Lease are granted pursuant to approval by the Lessor.

DS

DS

Item 37

**Roller Door (where applicable)**

The Lessee is responsible for the annual servicing and maintenance of the roller door.

The servicing is to be carried out, at the Lessee's cost, in a proper and workmanlike manner using good quality materials and using suitably experienced and qualified tradesmen and workers.

The Lessor is responsible for capital repairs to roller door, including replacement in the event it is damaged beyond repair.

Item 38

**Floor and Walls**

The Lessee will not without prior consent in writing of the Lessor, fix bolts into floors and walls of the property; and

The Lessee at the Lessee's expenses will ensure upon termination of the Lease to cut-off any bolts, punch the bolts down below floor or wall level and fill with epoxy filler and ensure the top of the same is flush with the applicable surface.

Item 39

**Retail Leases Act**

The Lessor and Lessee each acknowledge that while the form of the lease contemplates that the premises are subject to the provisions of the Retail Leases Act 1994 that no admissions that the act applies to the premises or to this lease is made by either party and both parties have entered into this lease on the basis that the said Act does not apply.

Item 40

**Indemnities**

Further to Clause 18.4.2.4 of Annexure B, The Lessee indemnifies the Lessor against all loss or damage which the Lessor suffers which is caused directly by:

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

Item 41

**Holding Over**

If the Lessor permits the Lessee to continue in occupation of the Premises after the expiration of the Term, the Lessee's occupation of the Premises shall be and shall continue:

- (a) as a monthly tenancy which may be terminated at the end of any monthly period by either the Lessor or the Lessee giving the other at least one (1) month's prior written notice to end the tenancy at the end of a monthly period;
- (b) unless the Lessee receives notice from the lessor under Clause 5.5, a monthly rent increase calculated at 10% of the Annual Rent payable immediately prior to the expiration of the Term together with the payment of any Outgoings or Outgoings Percentage that apply to the premises;
- (c) on the basis that the monthly rent may be reviewed at the times and in the manner the Lessor determines to be appropriate in its absolute discretion on one (1) months' notice in writing to the Lessee; and
- (d) otherwise, on the same terms and conditions (the necessary changes being made so far as are applicable to a monthly tenancy) as are contained in this Lease.

## ANNEXURE B

**SEE A SOLICITOR ABOUT THIS LEASE**

**Lessor:** Harrow Assett Holdings Pty Ltd ABN: 70 473 833 934

**Lessee:** Natural Chemist Pty Ltd ABN: 80 131 813 833

This annexure consists of 13 pages.

©2006 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.....	8
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	
5	Money.....	3		Special Clauses .....	10
6	Use.....	5	15	Goods and Services Tax .....	11
7	Condition and Repairs.....	6	16	Bank Guarantee .....	11
8	Insurance and Damage .....	7	17	Security Deposit .....	11
9	Access.....	7	18	Strata Conversion .....	11
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, the term will be extended unless a section 16 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 and that at the request of the lessee I explained to the lessee before (or within 6 months after) the lessee entered into this lease –

- 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)

DocuSigned by: DocuSigned by:

- 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.

- 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 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. 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 keep the property clean and dispose of waste properly; and
  - 6.1.6 comply with all 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.
  - 6.1.7 where the property is a lot in a strata scheme:
    - 6.1.7.1 use the lessor's common property only in connection with the use of the property;
    - 6.1.7.2 co-operate with all other permitted users of the common property;
    - 6.1.7.3 comply with section 62 of the *Retail Leases Act 1994* and 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.



- 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 outgoings 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 outgoings 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.

- 11.4 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).

**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*.

# 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

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

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

Page 13 of 13

DS

DS