

Form: 07L
Licence: 05-11-667
Licensee: Softdocs
HWL Ebsworth

LEASE
New South Wales
Real Property Act 1900



AM838295B

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the use of 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

Office of State Revenue use only

(A) TORRENS TITLE

Property leased: if appropriate, specify the part or premises

Certificate of title folio identifier 101/853132 PART being Office 1, Ground Floor, 299 George Street, Windsor NSW

(B) LODGED BY

Document Collection Box 4325	Name, Address or DX, Telephone and Facsimile Number if any JENNERS 123301W Title Searching Co. D.X. 779 Reference (optional): HS - ANDROSE	CODE L
---------------------------------	---	-----------

(C) LESSOR

ANDROSE PTY LTD ACN 001 007 647

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

(D)

Encumbrances (if applicable):

(E) LESSEE

COMMONWEALTH OF AUSTRALIA (REPRESENTED BY MINISTERIAL AND PARLIAMENTARY SERVICES, BUSINESS ENABLING SERVICES GROUP OF THE DEPARTMENT OF FINANCE)

(F)

TENANCY:

(G) 1. TERM Four (4) years

2. **COMMENCING DATE** 1 May 2017

3. **TERMINATING DATE** 30 April 2021

4. With an **OPTION TO RENEW** for a period of two (2) further terms of three (3) years each set out in clause 5 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 hereto.

8. Incorporates the provisions set out in N.A.
No. N.A.

9. The **RENT** is set out in item 10 of Annexure A

DATE 23 / 10 / 2017

(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: ANDROSE PTY LTD ACN 001 007 647
Authority: Section 127(1) of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person: SEE EXECUTION PAGE 64

Name of authorised person:

Name of authorised person:

Office held:

Office held:

Note: where applicable, the lessor must complete the statutory declaration below

I certify I am an eligible witness and that the lessee signed this dealing in my presence. [See note* below]

Certified correct for the purposes of the Real Property Act 1900 by the lessee.

Signature of witness:

Signature of lessee: SEE EXECUTION PAGE 65

Name of witness:

Address of witness:

(I) STATUTORY DECLARATION #

I, solemnly and sincerely declare that -

- 1. The time for the exercise of option to renew/purchase 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 and I certify this lease correct for the purposes of the Real Property Act 1900.

Made and subscribed at in the State of New South Wales on in the presence of of

[] Justice of the Peace (J.P. Number) [] Practising Solicitor

[] Other qualified witness [specify]

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

- 1. I saw the face of the person OR I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person has 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 [Omit ID No.]

Signature of witness: Signature of applicant:

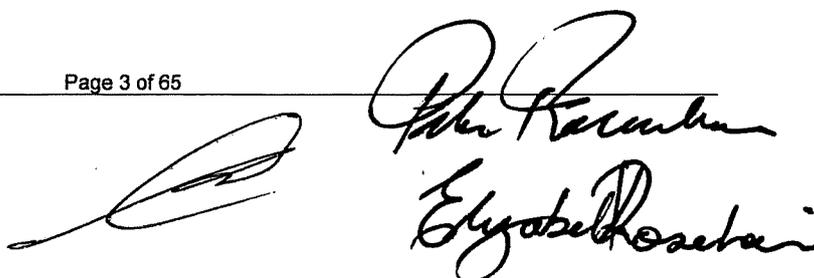
As the services of a qualified witness cannot be provided at lodgment, the statutory declaration should be signed and witnessed prior to lodgment. ** If made outside NSW, cross out witness certification. If made in NSW, cross out the text which does not apply.

* s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation.

This and the following 62 pages is Annexure A of the Lease from Androse Pty Ltd ACN 001 007 647 to Commonwealth of Australia (represented by Ministerial and Parliamentary Services, Business Enabling Services Group of the Department of Finance).

Contents

CHAPTER 1.	INTRODUCTION	9
1.	Parties	9
	1.1. Parties to this Lease	9
2.	Agreed terms	9
	2.1. Terms of this Lease	9
3.	Parties dealings with each other	9
	3.1. Acting co-operatively and reasonably	9
CHAPTER 2.	GRANT OF LEASE, USE AND ASSOCIATED RIGHTS	10
4.	Grant of Lease	10
	4.1. Lease of the Premises	10
5.	Option to renew the Lease	10
	5.1. Tenant's option to renew	10
6.	Holding over	10
	6.1. Holding over rights	10
7.	The Landlord's reserved rights	11
	7.1. Landlord may pass Services	11
8.	Measurement	11
	8.1. Measuring the Premises or the Building	11
	8.2. Not Used	11
9.	Quiet enjoyment and diminishing of rights	11
	9.1. Tenant entitled to quiet enjoyment	11
	9.2. Landlord will not diminish Tenant's rights	11
10.	Use of Premises	11
	10.1. Tenant to use Premises for Permitted Use	11
11.	Rights of access and use	12
	11.1. Tenant entitled to unrestricted access and use	12



Handwritten signatures of Peter Karanika and Elizabeth Rosetari.

12.	Landlord's rights to inspect and enter	12
	12.1. Landlord able to enter	12
	12.2. Landlord's rights in an emergency	12
	12.3. Landlord's duties on entering	13
13.	Alterations and Fittings	13
	13.1. Landlord's consent to Tenant's Alterations	13
	13.2. Tenant to do work properly	13
	13.3. Ownership and maintenance of Tenant's Fittings and Tenant's Alterations	13
14.	Directory boards and signs	13
	14.1. Landlord to provide directory boards	13
	14.2. Tenant may affix signs	14
	14.3. Tenant may install flag pole	14
15.	Car parking	14
	15.1. Use of Car Parking Bays	14
16.	Compliance with Requirements	14
	16.1. Tenant's duty to comply	14
	16.2. Landlord's duty to comply	14
17.	Rules	14
	17.1. When does this clause apply	14
	17.2. Parties to comply with Rules	14
	17.3. Landlord may amend Rules	15
	17.4. Landlord may introduce Rules	15
CHAPTER 3. FINANCIAL OBLIGATIONS		16
18.	GST	16
19.	Rent	16
	19.1. Amount and payment of Rent	16
20.	Rent review	16
	20.1. Rent review	16
21.	Payment of interest	17
	21.1. No interest payable	17
	21.2. Payment obligations	17
22.	Directory board costs	17
	22.1. Landlord to pay directory board costs	17
23.	Cost of operating Services	17
	23.1. Landlord to pay for operation of Services	17

24.	Cost of consumption of utilities	17
	24.1. Tenant to pay for consumption and use on Premises	17
25.	Rates, taxes and outgoings	18
	25.1. Landlord to pay rates, taxes and outgoings	18
	25.2. Failure by Landlord to pay rates, taxes and outgoings	18
26.	Payment of outgoings by Tenant	18
	26.1. Gross Lease	18
27.	Costs of Lease	18
	27.1. Parties bear own costs	18
	27.2. Tenant pays registration fees	18
28.	Landlord responsibilities for loss or damage where the Premises are unfit	18
	28.1. Landlord's responsibilities for unfitness	18
29.	Not Used	19
	29.1. Not Used	19
CHAPTER 4. BUILDING SERVICES, CONDITION, REPAIR AND MAINTENANCE		20
30.	Tenant's obligations to maintain and repair	20
	30.1. Tenant's duties	20
	30.2. Tenant's cleaning obligations	21
31.	Warranty of fitness	21
	31.1. Landlord's warranties	21
32.	Landlord's obligation to maintain and repair	21
	32.1. Landlord's duties to repair, maintain and operate	21
	32.2. Landlord to remedy defects	22
33.	Metering for electricity and water	22
34.	Landlord's obligations to clean	22
	34.1. Landlord's cleaning obligations	22
	34.2. Failure by Landlord to clean	22
35.	Repainting, recarpeting, maintenance and service contracts	23
	35.1. Landlord to repaint and replace floor coverings	23
	35.2. Tenant to uplift non fixtures	23
	35.3. Tenant has no obligation to uplift fixtures	23
	35.4. When Landlord should perform work	23
	35.5. Landlord to replace specified items	24
	35.6. Not Used	24
	35.7. Not Used	24

35.8.	Tenant may rectify Landlord's repair failure	24
36.	Health and safety	24
36.1.	Landlord's warranties	24
36.2.	Treatment of Hazardous Chemicals and Hazardous Disease	25
36.3.	Landlord to provide information, consultation, co-operation and co-ordination	25
37.	Air-conditioning and other Services	26
37.1.	Landlord to provide and operate Services	26
37.2.	Landlord to provide after hours Services	26
38.	Premises unfit for use and occupation	26
38.1.	Circumstances giving rise to unfitness	26
38.2.	Tenant's rights if Premises unfit	27
38.3.	Landlord's right to terminate Lease	28
38.4.	Tenant's act or omission	28
39.	Termination under this Chapter	28
39.1.	Rights on termination	28
CHAPTER 5. LEASE END OBLIGATIONS		30
40.	Deliver up at Lease end	30
40.1.	Tenant delivers up Premises	30
40.2.	Removal of signs	30
40.3.	Fittings and Tenant's Alterations at Lease end	30
40.4.	Tenant not obliged to make good	30
CHAPTER 6. RISK AND INSURANCE		31
41.	Indemnity by Tenant	31
41.1.	Indemnity	31
42.	Landlord to insure	31
42.1.	Landlord's insurance responsibilities	31
42.2.	Form of insurance	31
42.3.	Landlord's warranties about insurance	32
42.4.	Landlord to provide currency of insurance	32
42.5.	Application of insurance proceeds	32
42.6.	Tenant not to void Landlord's insurance	32
42.7.	Limitation on Tenant's obligations	33
CHAPTER 7. DEALINGS WITH LEASE		34
43.	Federal Electorate Requirements	34
43.1.	Termination Arrangements	34

MAPS NATIONAL LEASE (SEPTEMBER 2016)
Market Version

44.	Assignment and subletting	35
	44.1. Consent to assignment and subletting	35
	44.2. Information to be given on assignment	35
	44.3. Landlord to give consent to assignment	35
	44.4. Information to be given on subletting	35
	44.5. Landlord to give consent to subletting	36
	44.6. What are Landlord's reasonable costs	36
45.	Consent of mortgagee	36
	45.1. Landlord to obtain consent of mortgagee	36
CHAPTER 8. BREACH OR DISPUTE		37
46.	Default and termination	37
	46.1. What the Landlord may do if Tenant defaults	37
	46.2. What the Tenant may do if Landlord defaults	37
47.	Resolution of disputes	37
	47.1. Process to resolve disputes	37
CHAPTER 9. GENERAL PROVISIONS		39
48.	Interpreting this Lease	39
	48.1. Definitions	39
	48.2. Interpretation	44
	48.3. Performance of Lease	45
	48.4. Applicable Law	46
	48.5. Entire Agreement	46
	48.6. Consents and approvals	46
	48.7. When things can be done	46
	48.8. Waiver and variation	46
	48.9. Time for compliance	47
	48.10. Sale and Power of Attorney	47
	48.11. Confidentiality	47
	48.12. Notices	47
	48.13. Notices on Change of Landlord	48
	Schedule 1 Particulars	49
	Schedule 2 Rules	53
	Schedule 3 Plan or Plans of Premises	54
	Schedule 4 Plan of Car Parking Bays	55
	Schedule 5 Car Park Licence	56
	Schedule 6 Rent Determination for First Rent Period of Option Term	57
	Schedule 7 Valuation Rules	59
	Schedule 8 Performance Standards	61

Schedule 9 Additional Provisions
SIGNING PAGE

62
64

CHAPTER 1. INTRODUCTION

Date

This Lease is dated on the day specified in the signing page.

1. Parties

1.1. Parties to this Lease

1.1.1. This Lease is made between and binds the following parties:

- a. the Party described as the Landlord in Item 1
and
- b. the Party described as the Tenant in Item 2.

2. Agreed terms

2.1. Terms of this Lease

2.1.1. The Parties agree to the terms contained in this Lease.

2.1.2. This Lease is made up of the Chapters, the Schedules and any applicable registration forms.

3. Parties dealings with each other

3.1. Acting co-operatively and reasonably

3.1.1. The Parties agree that in relation to this Lease they will act co-operatively and reasonably.

CHAPTER 2. GRANT OF LEASE, USE AND ASSOCIATED RIGHTS

4. Grant of Lease

4.1. Lease of the Premises

4.1.1. The Landlord leases the Premises to the Tenant for the Term in accordance with the terms of this Lease.

5. Option to renew the Lease

5.1. Tenant's option to renew

5.1.1. If:

- a. an Option Term is set out in Item 16;
- b. the Tenant wishes to lease the Premises for that Option Term;
- c. the Tenant gives an Option Notice to the Landlord not less than 3 months prior to the expiry of the Term; and
- d. when the Tenant gives the Option Notice:
 - i. it is not in breach of this Lease; or
 - ii. any Prior Breach has either been waived or rectified or, in the case of a negative covenant, has been discontinued

then the Landlord agrees to grant to the Tenant an Option Lease of the Premises for the Option Term on the same terms contained in this Lease except that:

- i. the Rent for first year of the Option Term will be the amount agreed between the Parties or failing agreement within 3 months after the commencement of the Option Term, an amount determined in accordance with Schedule 6 and Schedule 7;
- ii. this clause 5 will be omitted unless Item 16 refers to a further Option Term after that for which the Option Lease is being granted;
- iii. the Review Dates in the Option Term will be those set out in Item 18; and
- iv. any other consequential amendments to the Items will be made as appropriate.

6. Holding over

6.1. Holding over rights

6.1.1. If the Tenant continues to occupy the Premises after the expiry of the Term without the Landlord demanding possession, the Tenant holds the Premises under a monthly tenancy which:

- a. can be terminated at any time by either Party giving to the other Party no less than 1 month's Notice (which Notice may expire at any time); and
- b. is at the same Rent and on the same terms as are contained in this Lease so far as they can be applied to a monthly tenancy.

7. The Landlord's reserved rights

7.1. Landlord may pass Services

- 7.1.1. The Landlord may pass Services through the Premises with the consent of the Tenant but in doing so there must be no interference with the Tenant's occupation and use of the Premises.

8. Measurement

8.1. Measuring the Premises or the Building

- 8.1.1. If the area of the Premises or the Building needs to be ascertained for any reason, it will be measured by the Landlord in accordance with the method of measurement for the measurement of the net lettable area set out in Section 3 of the *Property Council of Australia Method of Measurement for Lettable Area of March 1997* (as amended from time to time).

8.2. Not Used

9. Quiet enjoyment and diminishing of rights

9.1. Tenant entitled to quiet enjoyment

- 9.1.1. The Tenant is entitled to quiet enjoyment of the Premises without any interruption or disturbance from the Landlord or any person lawfully claiming through or under the Landlord.
- 9.1.2. Without limiting any rights of the Tenant, if there is a breach of clause 9.1.1 the Landlord agrees to use its best endeavours to bring the interruption or disturbance to an end as quickly as possible.

9.2. Landlord will not diminish Tenant's rights

- 9.2.1. The Landlord agrees not to derogate from the grant of this Lease despite any other provision of this Lease.

10. Use of Premises

10.1. Tenant to use Premises for Permitted Use

- 10.1.1. The Tenant is entitled to use the Premises for the Permitted Use and any use reasonably incidental to the Permitted Use.

11. Rights of access and use

11.1. Tenant entitled to unrestricted access and use

11.1.1. The Tenant is entitled to unrestricted access to the Premises and the Common Areas.

12. Landlord's rights to inspect and enter

12.1. Landlord able to enter

12.1.1. The Landlord may enter the Premises at any reasonable time for the purposes set out in clause 12.1.2 if it has given the Tenant prior reasonable Notice. When entering the Premises the Landlord must be accompanied by a person appointed by the Tenant (if the Tenant requires).

12.1.2. The purposes for which the Landlord may enter the Premises under clause 12.1.1 are to:

- a. inspect the state of repair of the Premises not more often than once every 6 months;
- b. re-inspect the Premises where, following an inspection under clause 12.1.2.a, Notice has been served which properly requires the Tenant to effect a repair; or
- c. carry out repairs, maintenance or alteration of the Premises or the Building if the work:
 - i. is maintenance or repair for which the Tenant is liable under this Lease but which the Tenant has failed to carry out in accordance with a Notice referred to in clause 12.1.2.b;
 - ii. is necessary to comply with the Landlord's obligations to maintain or repair under this Lease;
 - iii. is required by Law to be done; or
 - iv. is required to be done for the safety of the Premises or the Building or the occupants of the Premises or the Building.

12.2. Landlord's rights in an emergency

12.2.1. If there is an emergency, the Landlord may enter the Premises:

- a. at any time;
- b. without giving Notice if it is impracticable to give Notice; and
- c. unaccompanied

to ascertain and if necessary remedy the cause or limit the effect of the emergency.

12.2.2. The Landlord agrees to inform the Tenant promptly in writing of any entry effected under clause 12.2.1.

12.3. Landlord's duties on entering

- 12.3.1. In exercising its rights of entry under this clause 12, the Landlord agrees:
- a. not to cause undue interference to the occupation, use or enjoyment of the Premises by the Tenant;
 - b. to comply with all Laws and Requirements, and any security and work health and safety requirements of the Tenant;
 - c. to use its best endeavours to avoid causing damage to the Premises or the Tenant;
 - d. to make good immediately all damage caused to the Premises or the Tenant arising from the exercise of those rights; and
 - e. to indemnify and keep indemnified the Tenant from and against all Claims in any way resulting from the exercise of those rights (except to the extent that Claims are caused by the Tenant).

13. Alterations and Fittings

13.1. Landlord's consent to Tenant's Alterations

- 13.1.1. The Tenant agrees not to undertake any Tenant's Alterations without the Landlord's prior consent.
- 13.1.2. If the Tenant requests the Landlord's consent to any Tenant's Alterations, the Tenant agrees to provide reasonably detailed plans and specifications of the proposed Tenant's Alterations at the time of the request.

13.2. Tenant to do work properly

- 13.2.1. In addition to obtaining the Landlord's consent under clause 13.1, the Tenant agrees that in undertaking the Tenant's Alterations it:
- a. will comply with any applicable Laws or Requirements; and
 - b. will arrange for the Tenant's Alterations to be performed in a proper and workmanlike manner and consistent with the general standards of the Building reasonably notified by the Landlord prior to the undertaking of the Tenant's Alterations (if any).

13.3. Ownership and maintenance of Tenant's Fittings and Tenant's Alterations

- 13.3.1. The Tenant owns all Fittings installed by the Tenant and the Tenant's Alterations.

14. Directory boards and signs

14.1. Landlord to provide directory boards

- 14.1.1. Without limiting any other of its obligations, the Landlord agrees to provide and maintain all signage in the Building (including the Premises) relating to exit signs, emergency access and egress and floor loadings in compliance with all Laws,

Requirements, the Performance Standards in Schedule 8 and applicable Australian Standards.

14.2. Tenant may affix signs

14.2.1. Provided that the Tenant has obtained all relevant approvals from any relevant Authority (if any), the Tenant may affix a sign, advertisement or notice within the Premises whether visible from outside the Building or not and, with the Landlord's prior consent, outside the Building.

14.3. Tenant may install flag pole

14.3.1. The Tenant may install a flagpole at its own cost on the exterior of the Premises or the Building with the Landlord's prior consent.

14.3.2. At the expiry or termination of this Lease or any holding over, the Tenant must remove the flagpole if the Landlord has imposed that obligation as a condition of its consent.

15. Car parking

15.1. Use of Car Parking Bays

15.1.1. The Tenant is entitled to the use of the Car Parking Bays on the terms contained in Schedule 5.

16. Compliance with Requirements

16.1. Tenant's duty to comply

16.1.1. The Tenant agrees to comply with all Laws and Requirements relating to the use of the Premises:

- a. to the extent that the Tenant is bound by a Law or Requirement; and
- b. provided the Tenant is not required to effect structural alterations or additions to the Premises, install, alter or add to equipment in the Premises.

16.2. Landlord's duty to comply

16.2.1. Subject to clause 16.1, the Landlord agrees to comply with all Laws and Requirements relating to the Premises, the Building and the Land.

17. Rules

17.1. When does this clause apply

17.1.1. This clause applies if Rules are specified in Schedule 2.

17.2. Parties to comply with Rules

17.2.1. The Landlord and the Tenant agree to observe the Rules, provided the Rules are not inconsistent with the rest of the terms and conditions of the Lease.

17.3. Landlord may amend Rules

17.3.1. The Landlord may amend the Rules if:

- a. the amendment is reasonably necessary for the safety, care and cleanliness of the Building or for the preservation of good order in the Building;
- b. the amendment is not inconsistent with the Tenant's rights in this Lease;
- c. the amendment is notified to the Tenant at least 20 Working Days prior to taking effect;
- d. the Landlord has taken into account the Tenant's comments in determining the final form of the amendment;
- e. the amendment is not a variation of a covenant of this Lease; and
- f. the Tenant's cost of compliance with the Rules does not increase substantially.

17.4. Landlord may introduce Rules

17.4.1. If no Rules are set out in Schedule 2, the Landlord may introduce Rules provided that the proposed Rules comply with the requirements of clause 17.3.

CHAPTER 3. FINANCIAL OBLIGATIONS

18. GST

- 18.1.1. Unless otherwise indicated, all consideration for any supply made under this Lease is exclusive of any GST imposed on the supply.
- 18.1.2. Subject to this clause 18, if one Party (**Supplier**) makes a taxable supply under this Lease to the other Party (**Recipient**), the Recipient on receipt of a tax invoice from the Supplier must pay without setoff an additional amount to the Supplier equal to the GST imposed on the supply in question.
- 18.1.3. Terms used in this clause 18 which are defined in the GST law have the meaning attributed to them in the GST law.
- 18.1.4. No Party may claim or retain from the other Party any amount in relation to a supply made under this Lease for which the first Party can obtain an input tax credit or decreasing adjustment.

19. Rent

19.1. Amount and payment of Rent

- 19.1.1. The Tenant agrees:
- a. to pay the Rent by equal monthly instalments in advance on the first day of each month;
 - b. to pay the first instalment of Rent on the Rent Commencement Date;
 - c. if necessary, to pay the first and last instalments of Rent apportioned on a daily basis; and
 - d. to pay all instalments of Rent to the person and at the place specified in Item 11 or as otherwise contained in a Notice from the Landlord to the Tenant.
- 19.1.2. Despite any other provisions of this Lease, the Landlord is not entitled to require payments from the Tenant to be effected by direct debit. The Tenant may make Rent and other payments under this Lease by cheque or electronic funds transfer.

20. Rent review

20.1. Rent review

- 20.1.1. The Rent will be reviewed on each Review Date provided for in Item 12 and in accordance with Schedule 6, Schedule 7 and Schedule 9 (as applicable).

21. Payment of interest

21.1. No interest payable

21.1.1. Any provision expressed or implied in this Lease obliging the Tenant to pay interest on any moneys, including Rent, has no effect.

21.2. Payment obligations

21.2.1. The Tenant is under no obligation to pay any amount (except for Rent) which the Tenant becomes liable to pay under this Lease until 20 Working Days after the Landlord has furnished the Tenant with a tax invoice which complies with the GST law (and where the GST law does not apply with a Notice) and which contains reasonable particulars of the amounts claimed by the Landlord and, where applicable, reasonable proof of payment of those amounts by the Landlord.

22. Directory board costs

22.1. Landlord to pay directory board costs

22.1.1. The Landlord agrees to provide the Tenant's listings on the directory boards at no cost to the Tenant.

23. Cost of operating Services

23.1. Landlord to pay for operation of Services

23.1.1. Subject to clauses 24.1.1 the Landlord agrees to pay for all electricity and water consumed in operating the Services.

24. Cost of consumption of utilities

24.1. Tenant to pay for consumption and use on Premises

24.1.1. Provided the Landlord complies with clause 33, the Tenant agrees to pay to the suppliers all charges for separately metered:

- a. electricity;
- b. water (whether described as water consumption charges or excess water charges but excluding water rates);
- c. telecommunications and data Services; and
- d. air conditioning

consumed or used by the Tenant on the Premises (except for electricity, water, telecommunications and data Services consumed or used in operating the Services).

25. Rates, taxes and outgoings

25.1. Landlord to pay rates, taxes and outgoings

25.1.1. The Landlord agrees to pay all rates, taxes and other outgoings in respect of the Land, the Building and the Premises except for those which the Tenant is required to pay under this Lease.

25.2. Failure by Landlord to pay rates, taxes and outgoings

25.2.1. If the Landlord fails to make the payments in clause 25.1 by the due date:

- a. the Tenant may make those payments (including all fines, reconnection fees and other like charges) on behalf of the Landlord;
- b. the amount paid will be a debt due and payable by the Landlord to the Tenant within 10 Working Days of a Notice from the Tenant; and
- c. the Tenant may recover the amounts paid by a setoff in Rent or other moneys payable by the Tenant under this Lease.

26. Payment of outgoings by Tenant

26.1. Gross Lease

26.1.1. The Parties agree that the Rent is a gross rent and that outgoings are not payable by the Tenant.

27. Costs of Lease

27.1. Parties bear own costs

27.1.1. Each Party agrees to bear its own costs of and incidental to the negotiation, settlement, preparation and execution of this Lease.

27.2. Tenant pays registration fees

27.2.1. The Tenant agrees to pay all registration fees assessed in accordance with a Law.

27.2.2. The Parties acknowledge that if a Law:

- a. imposes duty on this Lease; and
- b. imposes that duty on the Tenant

then the Tenant is only liable to pay that duty if that Law is binding on the Tenant.

28. Landlord responsibilities for loss or damage where the Premises are unfit

28.1. Landlord's responsibilities for unfitness

28.1.1. Without limiting the Tenant's rights under clause 36.2.1.b and clause 38.2.3, the Landlord is responsible for all loss and damage suffered by the Tenant, including Relocation Expenses to the extent occasioned by or arising out of:

- a. the negligent act or omission of the Landlord; or
- b. structural faults or defects including those inherent in the Building or the Premises

which make the Premises unfit for use and occupation by the Tenant.

29. Not Used

29.1. Not Used

30. Tenant's obligations to maintain and repair

30.1. Tenant's duties

30.1.1. Taking into account the condition of the Premises at the Commencement Date, and subject to clause 30.1.2, clause 40.4 and the Landlord's obligations under this Lease, the Tenant agrees to keep and maintain the Premises in good and tenable repair and condition.

30.1.2. The Tenant is not obliged to repair:

- a. damage resulting from fair wear and tear, fire, lightning, storm, flood, rising sea, rivers, creeks or water catchment levels, tempest, earthquake, water damage (including sprinkler leakage and rain water), radiation, fusion, explosion or concussion from explosion, impact by vehicles or aircraft or articles dropped from aircraft, termites, structural or inherent defect (whether due to faulty design, construction, inadequate supervision, defective or unsuitable materials or other cause), subsidence, inevitable accident, Act of God, riot, civil commotion, acts of terrorism, strikes, enemy action or malicious damage;
- b. any part of the Services or the Structure; or
- c. any damage caused by the Landlord, or an employee, agent or contractor of the Landlord or any other person for whom the Tenant is not responsible

except where that need for repair is caused by the act or omission of the Tenant.

30.1.3. Despite anything to the contrary in this Lease, the parties acknowledge and agree that:

- a. subject to clause 30.1.3.c, the Tenant will use reasonable endeavours to ensure that all air conditioning plant and equipment exclusively servicing the Premises now or at any time hereafter is kept in good repair and condition;
- b. subject to clause 12.3, the Tenant shall allow the Landlord and its agents, engineers or mechanics to enter the Premises after reasonable Notice, at reasonable times and accompanied by a representative of the Tenant, to carry out any structural or capital repairs, as well as to install any air conditioning plant or equipment; and
- c. despite clause 30.1.3.a, the Landlord shall be responsible for any repairs to the air conditioning plant and equipment:
 - i. of a structural or capital nature including replacement of parts of or the whole of the air conditioning plant; and
 - ii. any amendments required due to the act, omission, negligence or default of the Landlord or its employees, agents, contractors or invitees;

except to the extent caused or contributed to by the negligence of the Tenant or its agents, employees and contractors.

30.1.4. The Landlord authorises the Tenant to obtain copies of all performance information, manuals, specifications, warranties and maintenance history from previous air conditioning maintenance contractors engaged by the Landlord.

30.2. Tenant's cleaning obligations

30.2.1. The Tenant agrees to clean and maintain the Premises in a clean and tidy condition.

30.2.2. The Tenant may engage a cleaning contractor to clean the Premises on the Tenant's behalf.

31. Warranty of fitness

31.1. Landlord's warranties

31.1.1. The Landlord warrants that at the Commencement Date, at all times during the Term and any holding over, the Premises and the Building:

- a. are and will remain fit for use and occupation for the Permitted Use;
- b. do and will comply with:
 - i. all Laws and Requirements; and
 - ii. the standards specified in Schedule 8 (if any) and the relevant Australian Standards effective at the Commencement Date (provided that in the event of inconsistency, the higher standard will apply), and
- c. are and will be managed and operated at a standard commensurate with high quality, professionally maintained and managed office accommodation in the city or town in which the Building is located.

32. Landlord's obligation to maintain and repair

32.1. Landlord's duties to repair, maintain and operate

32.1.1. Subject to the obligations of the Tenant to repair in clause 30.1, the Landlord agrees to keep and maintain the Premises, the Landlord's Fittings and the Building including the Structure and the Services and all gardens and landscaped areas watertight, clean, in good and substantial repair, working order and condition and pest free.

32.1.2. Without limiting the Landlord's obligations under clause 32.1.1 but subject to clause 30.1.3, the Landlord agrees to replace any plant or equipment which it is reasonably necessary to replace rather than repair, taking into account its age and condition and the frequency and extent of ongoing repair to the relevant plant and equipment.

32.1.3. The Landlord agrees to operate and maintain the Building and the Services efficiently.

32.2. Landlord to remedy defects

- 32.2.1. The Landlord agrees to rectify all defects in the Building which result from:
- a. faulty design;
 - b. inadequate or faulty supervision;
 - c. materials which are faulty, not compliant with Laws or Requirements or not fit for the purpose; or
 - d. failure to construct the Building in a proper and workmanlike manner.

33. Metering for electricity and water

- 33.1.1. The Landlord:
- a. will ensure that from the Commencement Date the Premises are separately metered for electricity and water;
 - b. will ensure that the meters have an accuracy class suitable for customer billing and the meter register is readily accessible for billing;
 - c. agrees that if the Tenant requires, management of the meters will reside with the Tenant on installation; and
 - d. agrees that the Tenant is entitled to purchase its own electricity.
- 33.1.2. The Landlord will ensure that from the Commencement Date there is separate metering for electricity and water for central services in the Building including Common Areas.
- 33.1.3. The Landlord will not pass on any costs incurred in complying with clauses 33.1.1 and 33.1.2 to the Tenant directly or indirectly.

34. Landlord's obligations to clean

34.1. Landlord's cleaning obligations

- 34.1.1. The Landlord agrees to clean and maintain (or where parts of the Land and the Building are leased or licensed to other occupiers, to procure those occupiers to clean and maintain) in a clean and tidy condition all parts of the Land and the Building with the exception of the Premises.
- 34.1.2. The cleaning of the exterior surfaces of the windows in the Building will be undertaken not less often than is specified in Item 25.

34.2. Failure by Landlord to clean

- 34.2.1. If the Landlord fails to perform its obligations in clause 34.1, the Tenant may give a Notice to the Landlord giving particulars of the failure.
- 34.2.2. If the standard of cleaning is still unsatisfactory at the expiration of 10 Working Days from the date of the Tenant's Notice under clause 34.2.1 the Tenant may carry out supplementary cleaning and:

- a. the cost of that cleaning will be a debt due and payable by the Landlord to the Tenant within 20 Workings Days after demand; and
- b. the Tenant may recover the cost from the Landlord by setoff in Rent or other money payable by the Tenant to the Landlord under this Lease.

35. Repainting, recarpeting, maintenance and service contracts

35.1. Landlord to repaint and replace floor coverings

35.1.1. The Landlord agrees:

- a. to repaint, colour or paper the Premises and the Building (excluding the external parts of the Building and the Common Areas previously painted, coloured or papered):
 - i. as often as the Landlord shall deem necessary (acting reasonably) due to fair wear and tear (but in respect of the Premises not less often than is specified in Item 14 and in colours approved by the Tenant);
 - ii. in a proper and workmanlike manner; and
 - iii. with materials of no lesser standard to those used previously, and
- b. to replace:
 - i. in a proper and workmanlike manner; and
 - ii. in accordance with the relevant Australian Standards at that time

all carpet and other floor coverings within the Premises and the Common Areas on those floors of the Building on which the Premises are located and all stairways connecting those floors as often as may become necessary due to fair wear and tear (but not less often than is specified in Item 15) and not earlier than the first day of the last year of the Term with floor coverings of no lesser standard to those used previously.

35.2. Tenant to uplift non fixtures

35.2.1. The Tenant agrees to move and uplift at the Landlord's reasonable cost, the Tenant's Fittings which are not fixtures to the extent necessary to enable the Landlord to carry out its obligations under clause 35.1.

35.3. Tenant has no obligation to uplift fixtures

35.3.1. Nothing in this Lease requires the Tenant to take down or dismantle the Tenant's Fittings which are fixtures and the Landlord agrees to lay any replacement carpet and floor coverings up to the face of those fixtures.

35.4. When Landlord should perform work

35.4.1. The Landlord agrees to:

- a. carry out all work it is obliged to do under this clause 35 outside of Normal Business Hours; and

- b. with as little disruption as possible to the Tenant's use and occupation of the Premises.

35.5. Landlord to replace specified items

35.5.1. Without limiting the operation of clause 32.1, the Landlord agrees to replace promptly:

- a. all broken and damaged glass in the windows and doors of the Building including plate glass, unless payment of any insurance moneys in respect of that breakage or damage is irrecoverable due to the act or omission of the Tenant; and
- b. all damaged or non-operative electric light bulbs, globes, tubes and other means of illumination in all parts of the Land and the Building except for the Premises.

35.6. Not Used

35.7. Not Used

35.8. Tenant may rectify Landlord's repair failure

35.8.1. Without prejudice to any other right or cause of action available to the Tenant, if the Landlord fails to effect a repair, other than a repair relating to a malfunction of the Services, within 10 Working Days after receipt of a Notice from the Tenant to effect that repair:

- a. the Tenant may effect that repair;
- b. the cost of that repair, including the Tenant's reasonable administrative costs and expenses directly related to that repair, will be a debt due and payable by the Landlord to the Tenant within 20 Workings Days of a Notice from the Tenant; and
- c. the Tenant may recover that cost by a setoff in Rent or other moneys payable by the Tenant under this Lease.

36. Health and safety

36.1. Landlord's warranties

36.1.1. Subject to clause 1 of Schedule 9 and without limiting the operation of clause 31, the Landlord warrants that:

- a. no materials containing Asbestos or any other Hazardous Chemicals exist in the Land or the Building; and
- b. subject to clause 30.1.3 and 30.1.4, the air-conditioning system and any other relevant parts of the Services have been treated and maintained and throughout the Term and any holding over period will be treated and maintained:

- i. in accordance with the relevant Laws, Requirements and Australian Standards to prevent the occurrence of any Hazardous Disease; and
- ii. in a manner which satisfies the requirements of the *Work Health and Safety Act 2011 (Cth)*, all Laws and Requirements including *Managing the Work Environment and Facilities Code of Practice 2011* (as amended from time to time) approved pursuant to section 274 of the *Work Health and Safety Act 2011 (Cth)* and any other Laws or Requirements applicable to health and safety from time to time.

36.2. Treatment of Hazardous Chemicals and Hazardous Disease

36.2.1. If any Hazardous Chemicals or Hazardous Disease is at any time discovered in the Land or the Building and the presence of the Hazardous Chemicals or Hazardous Disease is not attributable to the act or omission of the Tenant:

- a. the Landlord agrees to:
 - i. notify the Tenant promptly; and
 - ii. remove or eradicate the Hazardous Chemicals or Hazardous Disease promptly and in a safe manner,
- b. if the Tenant elects to vacate the Premises until such time as the Hazardous Chemicals or Hazardous Disease is removed or eradicated and the Premises are rendered safe the Landlord agrees to pay the reasonable Relocation Expenses of the Tenant; and
- c. the Landlord indemnifies the Tenant for all Claims for which the Tenant becomes liable associated with the presence of any Asbestos or Hazardous Chemicals in the Land or the Building which must be removed in accordance with any Law or Requirement.

36.2.2. If the Lease is terminated under clause 38.2.3 or clause 38.3.1:

- a. the termination will not prejudice the rights or Claims of either Party in existence prior to that termination; and
- b. despite any clause to the contrary, the Tenant is not required to remove its Fittings or Tenant's Alterations or redecorate, restore, reinstate or make good the Premises.

36.3. Landlord to provide information, consultation, co-operation and co-ordination

36.3.1. The Landlord agrees to provide promptly on request such information, consultation, co-operation and co-ordination as is reasonably required by the Tenant to comply with its obligations under Laws including the *Work Health and Safety Act 2011 (Cth)*, the *Work Health and Safety Regulations 2011 (Cth)*, any code approved pursuant to section 274 of the *Work Health and Safety Act 2011 (Cth)* and any other Laws or Requirements related to health and safety applicable from time to time.

37. Air-conditioning and other Services

37.1. Landlord to provide and operate Services

37.1.1. The Landlord agrees to:

- a. provide and operate the Services (other than the air-conditioning) at all times; and
- b. provide and operate the air-conditioning during Normal Business Hours with any warming up or cooling down outside those hours,

in accordance with all applicable Laws or Requirements, the Performance Standards, if any, specified in Schedule 8 and the relevant Australian Standards effective at the Commencement Date provided that in the event of inconsistency, the highest standard will apply.

37.1.2. If any of the Services (other than the air-conditioning) becomes unusable or otherwise incapable of being operated in accordance with clause 37.1.1 the Landlord agrees to repair or replace those Services as soon as practicable.

37.1.3. If the air-conditioning becomes unusable or otherwise incapable of being operated in accordance with clause 37.1.1 due to failure of a structural nature and other than as a result of the Tenant's failure to comply with clause 30.1.3 the Landlord agrees to repair or replace those Services as soon as practicable.

37.1.4. If a malfunction in the Services remains uncorrected for a period of 10 Working Days after the malfunction:

- a. the Tenant may carry out the necessary repairs;
- b. the cost of the repairs will be a debt due and payable by the Landlord to the Tenant within 20 Workings Days of Notice from the Tenant; and
- c. the Tenant may recover the cost of the repairs by a setoff in Rent or other moneys payable by the Tenant under this Lease.

37.2. Landlord to provide after hours Services

37.2.1. At the Tenant's request the Landlord agrees to provide air-conditioning and ventilation Services to any one or more of the floors of the Building on which the Premises are located outside Normal Business Hours in accordance with the standards specified in clause 37.1.1

38. Premises unfit for use and occupation

38.1. Circumstances giving rise to unfitness

38.1.1. The Parties acknowledge that in this clause a reference to the Premises being wholly or partially unfit for the Tenant's use and occupation includes where the Premises are wholly or partially unfit for the Tenant's use and occupation arising from:

- a. subject to the Tenant complying with its obligations under clause 30.1.3 the Services malfunctioning or not being provided in accordance with the requirements of this Lease;
- b. the presence in the Building of Asbestos, a Hazardous Disease or Hazardous Chemical;
- c. a structural fault or defect in the Building or the Services;
- d. the destruction of or damage to the Building or the Services;
- e. the Building being wholly or substantially inaccessible;
- f. the Premises being wholly or partially inaccessible; or
- g. a breach of the Landlord's obligations under clause 9.1.1.

38.2. Tenant's rights if Premises unfit

38.2.1. If the Premises are wholly or partially unfit for the Tenant's use and occupation for the Permitted Use:

- a. the Rent and all other moneys payable by the Tenant under this Lease, or a fair and just proportion according to the nature and extent of the effect of the unfitness upon the Premises, will be suspended and cease to be payable from the date the unfitness commences until:
 - i. the Premises have been made fit for use and occupation for the Permitted Use; and
 - ii. a further period has elapsed which is reasonable in all the circumstances to allow the Tenant to carry out any necessary refitting of the Premises; and
- b. the Tenant's covenant to repair and maintain in good and tenantable repair any part of the Premises for which Rent has been suspended will cease for so long as the Premises are unfit to use and occupy for the Permitted Use.

38.2.2. Where the unfitness for use and occupation arises as a result of a failure of the Services malfunctioning or not being provided in accordance with the requirements of this Lease, abatement under clause 38.2.1 only commences where:

- a. the Tenant has given Notice of the Services failure to the Landlord; and
- b. the unfitness for use and occupation continues for 2 Working Days after that Notice was given.

38.2.3. If the Premises are wholly or partially unfit for the Tenant's use and occupation, the Tenant, without prejudice to any other rights and remedies:

- a. may elect to vacate the Premises until such time as the Premises are again fit for the Tenant's use and occupation or clause 38.2.3.b applies (and in both cases the Landlord agrees to pay the reasonable Relocation Expenses of the Tenant);

- b. in addition to, or as an alternative to its right to vacate the Premises under clause 38.2.3.a may by Notice terminate this Lease if:
 - i. an Expert appointed under clause 47 certifies that the Premises are likely to remain wholly or partially unfit for use and occupation for the Permitted Use for 3 months or more after the date of the certificate;
 - ii. the Building is condemned as a dangerous building or structure by any Authority having jurisdiction for that purpose; or
 - iii. the Premises remain wholly or partially unfit for use and occupation for the Permitted Use for a period of 3 months after the date on which the Premises became unfit.

38.2.4. For the purposes of clause 38.2.3.b, neither Party is required to give to the other a Dispute Notice before requesting the appointment of an Expert under clause 47 to provide certification under clause 38.2.3.b.

38.3. Landlord's right to terminate Lease

38.3.1. If the Premises are rendered wholly unfit for the Tenant's use and occupation for the Permitted Use the Landlord (but only where the unfitness arises by any cause which is not attributable to the act or omission of the Landlord) may terminate this Lease by Notice to the Tenant if the Notice:

- a. is given within 40 Working Days after the unfitness commences; and
- b. is accompanied by a certificate given by an Expert that the Premises are likely to remain wholly unfit for use and occupation for the Permitted Use for 3 months or more after the date of the certificate.

38.3.2. For the purposes of clause 38.3.1.b, neither Party is required to give to the other a Dispute Notice before requesting the appointment of an Expert under clause 47 to provide certification under clause 38.3.1.b.

38.4. Tenant's act or omission

38.4.1. To the extent that the Tenant's act or omission caused the unfitness of the Premises, the Tenant may exercise its rights under this clause only to the extent that the Landlord is entitled to be indemnified from insurance or would have been so entitled if it had insured in accordance with this Lease.

39. Termination under this Chapter

39.1. Rights on termination

39.1.1. If either Party terminates the Lease under this Chapter:

- a. the termination will not prejudice the rights or Claims of either Party in existence prior to that termination; and

- b. despite any clause to the contrary, the Tenant is not required to remove its Fittings or Tenant's Alterations, redecorate, restore, reinstate or make good the Premises.

CHAPTER 5. LEASE END OBLIGATIONS

40. Deliver up at Lease end

40.1. Tenant delivers up Premises

40.1.1. At the expiry or termination of this Lease or any holding over the Tenant agrees to deliver up the Premises in good and tenantable repair and condition taking into account the condition of the Premises at the Commencement Date and subject to clause 40.2.1 and clause 40.4.1.

40.2. Removal of signs

40.2.1. If:

- a. the Landlord has given a consent under clause 14.2.1 to affix a sign; and
- b. it was a condition of that consent that the sign be removed, painted out or obliterated at the expiry or termination of this Lease or holding over,
- c. then at the expiry or termination of this Lease or any holding over, the Tenant agrees to remove, paint out or obliterate, according to the reasonable requirements of the Landlord, all signs, advertisements and notices affixed pursuant to clause 14.2.1.

40.3. Fittings and Tenant's Alterations at Lease end

40.3.1. On or before the expiry or termination of this Lease or any holding over the Tenant may remove all or any of its Fittings and Tenant's Alterations.

40.3.2. If the Tenant chooses to remove all or any of its Fittings or Tenant's Alterations, and in doing so it causes damage to the Premises then:

- a. if the damage is material; and
- b. the damage is in a location and of a type and extent which would disadvantage the Landlord in reletting the Premises

the Tenant agrees to repair that damage.

40.3.3. If the Tenant does not remove all or any of its Fittings and Tenant's Alterations on or before the expiry or termination of this Lease or any holding over, those Fittings and Tenant's Alterations not removed will become the property of the Landlord.

40.4. Tenant not obliged to make good

40.4.1. Apart from its obligations under clause 40.3.2 (if any), the Tenant is not obliged to make good, reinstate, redecorate, repaint, recarpet or restore the Premises or remove its Fittings or Tenant's Alterations on or before the expiry or termination of this Lease or any holding over.

41. Indemnity by Tenant

41.1. Indemnity

- 41.1.1. Subject to clause 42, the Tenant must indemnify the Landlord from and against all Claims for which the Landlord becomes liable and which arise from:
- a. the negligent use or misuse by the Tenant of the Services;
 - b. overflow or leakage of water in or from the Premises to the extent caused or contributed to by the negligent act or omission of the Tenant; or
 - c. loss, damage or injury to property or to a person within or outside the Premises or the Building to the extent caused or contributed to by the negligent act or omission of the Tenant in connection with the Tenant's use of the Premises.
- 41.1.2. The Tenant's indemnity under clause 41.1.1 is limited to \$20,000,000.00 in the aggregate and will expire on the expiry or earlier termination of this Lease.
- 41.1.3. As soon as practicable after becoming aware of any event, circumstance or Claim which may give rise to the Landlord relying on the indemnity in this clause 41 the Landlord:
- a. must notify the Tenant in writing of the event, circumstance or Claim and provide reasonable details; and
 - b. must use its best endeavours to mitigate any loss, damage or expenses arising out of or in connection with the event, circumstance or Claim.
- 41.1.4. The parties agree that if the Tenant requires, the Tenant will be entitled to have the conduct of any Claim in respect of which the indemnity in this clause 41 applies. The Landlord will co-operate with the Tenant in the conduct of the Claim.

42. Landlord to insure

42.1. Landlord's insurance responsibilities

- 42.1.1. The Landlord agrees to take out and maintain:
- a. Building Insurance; and
 - b. Public Risk Insurance.

42.2. Form of insurance

- 42.2.1. The insurance to be taken out under clause 42.1.1 will be:
- a. taken out with a reputable insurer;
 - b. in the general form of policy issued by the insurer for that class of insurance subject only to any special terms required by the insurer to provide for the matters set out in this clause; and

- c. in accordance with Item 21.

42.3. Landlord's warranties about insurance

42.3.1. The Landlord warrants that:

- a. the use of the Premises for the Permitted Use does not render void or voidable the Landlord's insurance; and
- b. the provisions of this Lease do not affect the Landlord's right to be indemnified under the insurances required by clause 42.1.

42.4. Landlord to provide currency of insurance

42.4.1. If the Tenant requests, the Landlord agrees to produce to the Tenant reasonable proof of the currency of any of the insurances required by clause 42.1.

42.4.2. The Landlord agrees to notify the Tenant promptly if any of the insurances required by clause 42.1 lapse or become void, voidable or otherwise unenforceable.

42.5. Application of insurance proceeds

42.5.1. If, during the Term:

- a. the Building is damaged or destroyed by a risk against which the Landlord is required by this Lease to insure;
- b. the payment of insurance moneys under the insurance policy has not been refused in whole or in part because of any act or omission of the Tenant; and
- c. the Tenant has provided Notice to the Landlord within 20 Working Days after the date of the damage or destruction that it requires the Landlord to reinstate the Building,

the Landlord agrees to act promptly and do its best to reinstate the Building including:

- d. claiming and obtaining payment of any insurance moneys to which it is entitled under the insurance policy for the damage or destruction;
- e. obtaining any permission, permits and consents that may be required under a Law or Requirement to enable the Landlord to reinstate the Building; and
- f. using all relevant insurance proceeds (except sums for loss of Rent) in reinstating the Building making up any difference between the cost of reinstating and the insurance proceeds.

42.6. Tenant not to void Landlord's insurance

42.6.1. As long as the Landlord has provided the Tenant with the relevant information regarding the terms of its insurance, the Tenant agrees not to do anything which renders void or voidable the Landlord's insurance taken out under this Lease.

42.7. Limitation on Tenant's obligations

42.7.1. Notwithstanding anything contained or implied in this Lease, the Tenant is only liable for damage or destruction caused by the Tenant to the Building to the extent that the Landlord:

- a. is not entitled to receive indemnity under an insurance policy which the Landlord is required to effect under clause 42.1; or
- b. would not have been so entitled had the Landlord insured in accordance with that clause.

43. Federal Electorate Requirements

43.1. Termination Arrangements

43.1.1. If:

- a. the person holding at any time during the Term the position of Member of the House of Representatives or Senate for the Federal electorate in which the Premises are located ceases to represent that electorate;
- b. by reason of re-drawing of electoral boundaries the Premises cease to be located in that electorate; or
- c. there is a Ministerial or departmental decision that the Premises are no longer required as an electorate office

the Tenant may give the Landlord a Surrender Notice stating that it intends to surrender the Premises on the Surrender Date.

43.1.2. The Surrender Notice will be given by the Tenant to the Landlord not less than 30 days before the Surrender Date.

43.1.3. On and from the Surrender Date:

- a. the Premises will be deemed to be surrendered;
- b. the Premises will no longer be subject to this Lease; and
- c. the Tenant will be released from all its obligations under this Lease relating to the Premises (except that the Tenant will comply with its obligations under clause 40.1.1 and any obligation under clause 40.3.2).

43.1.4. The surrender will be without prejudice to any rights and remedies which a Party may have against the other Party relating to the Premises and which accrued before the Surrender Date.

43.1.5. The Parties will make all necessary adjustments to the Rent and other payments due under this Lease to reflect the surrender of the Premises. Any adjustments not agreed by the Surrender Date will be dealt with in accordance with clause 47.

43.1.6. No compensation or surrender fee is payable by the Tenant if it exercises its rights under this clause.

43.1.7. Production of this clause and the Surrender Notice will be evidence of a valid surrender but, if either Party requires, a deed of surrender on reasonable terms will be prepared to further record the surrender. The deed of surrender:

- a. will be consistent with this clause; and
- b. will be prepared at its own cost by the Party requesting it and each Party will bear its own legal costs in relation to its completion and any incidental tasks.

44. Assignment and subletting

44.1. Consent to assignment and subletting

44.1.1. The Tenant may assign, sublet, part with possession or deal with its interest in this Lease after obtaining the Landlord's prior consent.

44.1.2. The Landlord's consent is not required if the Tenant assigns, subleases, parts with possession or deals with its interest in this Lease to a Commonwealth agency, statutory body or any corporation substantially owned or controlled by the Commonwealth.

44.1.3. The Tenant agrees to notify the Landlord within a reasonable time of any action taken in the exercise of its rights under clause 44.1.2.

44.2. Information to be given on assignment

44.2.1. The Tenant's request for the Landlord's consent to an assignment of this Lease will include:

- a. the name and the address of the proposed assignee;
- b. 2 references as to the proposed assignee's financial circumstances;
- c. a copy of the proposed deed of assignment; and
- d. such other information as the Landlord reasonably requires.

44.3. Landlord to give consent to assignment

44.3.1. The Landlord agrees to give its consent promptly if:

- a. the Tenant satisfies the Landlord that the proposed assignee is financially secure and has the ability to carry out the Tenant's obligations under this Lease;
- b. the proposed assignee:
 - i. signs a deed or agreement in which it covenants with the Landlord and the Tenant to perform the obligations of the Tenant under this Lease; and
 - ii. if the Landlord requests, gives reasonable security;
- c. the Tenant complies with any other reasonable requirements of the Landlord;
- d. the Tenant is not in breach of this Lease; and
- e. the Tenant pays the Landlord's reasonable costs of giving its consent.

44.3.2. With effect from the date of assignment of this Lease the Tenant is released from all obligations and liabilities arising under this Lease.

44.4. Information to be given on subletting

44.4.1. The Tenant's request for the Landlord's consent to a sublease will include:

- a. the name and the address of the proposed subtenant;

- b. 2 references as to the proposed subtenant's financial circumstances;
- c. a copy of the proposed sublease; and
- d. such other information as the Landlord reasonably requires.

44.5. Landlord to give consent to subletting

- 44.5.1. The Landlord agrees to give its consent to a subletting promptly if:
- a. the Tenant complies with the reasonable requirements of the Landlord;
 - b. the Tenant is not in breach of this Lease; and
 - c. the Tenant pays the Landlord's reasonable costs of giving its consent.

44.6. What are Landlord's reasonable costs

- 44.6.1. In clauses 44.3 and 44.5, the Landlord's reasonable costs comprise its reasonable administrative and legal costs and expenses directly related to the giving of consent including enquiries about a person's respectability, financial soundness and reputation.

45. Consent of mortgagee

45.1. Landlord to obtain consent of mortgagee

- 45.1.1. If:
- a. the Land is subject to a mortgage, charge or other encumbrance; and
 - b. this Lease would otherwise not be binding upon the mortgagee, chargee or encumbrancee,
- the Landlord agrees to:
- c. obtain the unconditional written consent to this Lease of the mortgagee, chargee or encumbrancee; and
 - d. provide that consent to the Tenant promptly.

CHAPTER 8. BREACH OR DISPUTE

46. Default and termination

46.1. What the Landlord may do if Tenant defaults

- 46.1.1. If a Tenant's Act of Default occurs the Landlord may do any one or more of the following without affecting any pre existing rights of a Party:
- a. re-enter and take possession of the Premises;
 - b. by Notice to the Tenant, terminate this Lease; and
 - c. exercise any of its other legal rights.

46.2. What the Tenant may do if Landlord defaults

- 46.2.1. If a Landlord's Act of Default occurs the Tenant may do either one or both of the following without affecting any pre existing rights of a Party:
- a. by Notice to the Landlord, terminate this Lease; and
 - b. exercise any of its other legal rights.

47. Resolution of disputes

47.1. Process to resolve disputes

- 47.1.1. Subject to any provision of this Lease to the contrary any dispute between the Parties which is not resolved within 10 Working Days after one Party gives the other Party a Dispute Notice may be referred by either Party for determination by an Expert.
- 47.1.2. Following the Expert's appointment the Expert must:
- a. immediately advise both Parties in writing of the date of appointment; and
 - b. deliver the Expert's determination within 20 Working Days from the date of appointment.
- 47.1.3. Each Party may make a submission either orally or in writing to the Expert within 10 Working Days after the date of appointment of the Expert.
- 47.1.4. In making a determination the Expert will:
- a. act as an expert and not as an arbitrator;
 - b. consider any submission made by a Party; and
 - c. provide the Parties with a written statement of reasons for the determination.
- 47.1.5. Subject to clause 47.1.6 the determination of the Expert is conclusive and binding on the Parties.
- 47.1.6. The Parties agree that any dispute arising under clause 16.1 or 48.4.1:
- a. may be dealt with through legal proceedings rather than being determined by the Expert; or

- b. can be dealt with through legal proceedings despite determination by the Expert.
- 47.1.7. Nothing in this clause prevents a Party from seeking urgent interlocutory relief through the courts.
- 47.1.8. The costs of the Expert will be shared equally between the Parties.
- 47.1.9. If the Expert fails to deliver a determination within 20 Working Days after the date of appointment, either Party may require the appointment of a further Expert under the above provisions to determine the dispute or may commence legal proceedings.

CHAPTER 9. GENERAL PROVISIONS**48. Interpreting this Lease****48.1. Definitions**

48.1.1. Unless the contrary intention appears a term in bold type has the meaning shown opposite it:

Asbestos	means the fibrous form of the mineral silicates belonging to the serpentine and amphibole groups of rock forming minerals, including actinolite, amosite (brown asbestos), anthophyllite, crocidolite (blue asbestos), chrysolite (white asbestos), tremolite, or any material or object containing one or more of these minerals.
Australian Standards	means any standard published by Standards Australia Limited in the form applicable at the Commencement Date.
Authority	means the Commonwealth, the State or Territory of the Jurisdiction, or any federal, state or local government administrative body, government body, department or agency or any body exercising Powers and, where the context requires means an Authority which has jurisdiction or Powers in the context of the relevant clause of this Lease.
Building	means the building and all improvements in the building located on the Land other than improvements owned by other tenants or licensees of the building.
Building Insurance	means insurance for the Building: a. for its full reinstatement or replacement value (including architects, surveyors and other professional fees, the cost of debris removal, demolition, site clearance, any works that may be required by a Law or a Requirement and incidental expenses) at the time of loss or damage; and b. against loss or damage from fire, lightning, flood, storm and tempest, earthquake, water damage (including sprinkler leakage and rain water), explosion or concussion from explosion, impact by vehicles or aircraft or articles dropped from aircraft, radiation, riots, strikes, civil commotion, malicious damage.
Car Parking Bays	means the number of car parking bays identified in Item 5 as hatched on the plan in Schedule 4.
Chapter	means a chapter of this Lease.
Claim	means an action, claim, proceeding, expense, demand or damages.
Commencement Date	means the date specified in Item 7.
Common Areas	means those areas of the Land and Building provided for common use by the Tenant, other occupants of the Building or members of the public including loading docks, risers, entrances, lobbies, corridors, passages,

	stairways, lifts, escalators, toilets, tearooms and washrooms in the Building and, where applicable, access and egress roads, pathways, walkways and pavements.
Commonwealth	means the Commonwealth of Australia.
CPI	means the Consumer Price Index (All Groups) for the city specified in Item 12 (or, if no city is specified, for the capital of the Jurisdiction) kept by the Australian Statistician and published by the Australian Bureau of Statistics (Index) and in the event of the Index being discontinued or abolished such price index as the Australian Statistician substitutes for it.
CPI Review Date	means a date specified as such in Item 12.
Dispute Notice	means a Notice given by one Party to the other Party under clause 47.1 of this Lease in which the nature of the dispute is specified in reasonable detail.
Expert	means an appropriate practising professional appointed at the request of either Party by: <ul style="list-style-type: none"> a. the President for the time being of the Institute of Mediators and Arbitrators Australia in the Jurisdiction where the Premises are located; or b. if there is no such body in existence at the time of the request, the President for the time being of an equivalent body.
Expiry Date	means the date specified in Item 8.
Fittings	means chattels, fixtures, partitions and equipment.
Fixed Review Date	means a date specified as such in Item 12.
GST	means the same as in the GST law.
GST law	means the same as GST law means in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth).
Hazardous Chemical	includes anything which may create a risk to the health or safety of persons including the Tenant and anything which is a hazardous chemical as defined in the <i>Work Health and Safety Regulations 2011</i> (Cth).
Hazardous Disease	includes any disease, bacteria, virus or foreign matter which may create a risk to the health or safety of persons including the Tenant.
Institute	means the Australian Property Institute incorporated in the Jurisdiction or if that body no longer exists then its successors or equivalent body.
Item	means an item in Schedule 1.
Jurisdiction	means the State or Territory in which the Land is located.
Land	means the land described in Item 3.

Landlord	means the Party named in Item 1.
Landlord's Act of Default	means: <ul style="list-style-type: none"> a. a failure by the Landlord to commence carrying out repairs or maintenance for which it is responsible within 20 Working Days after Notice from the Tenant properly requiring the Landlord to carry out repairs and maintenance or to proceed diligently to complete those repairs and maintenance; or b. a failure by the Landlord to perform or observe a provision of this Lease (other than those falling within the scope of paragraph a.) and <ul style="list-style-type: none"> i that failure is capable of remedy but continues for more than 20 Working Days after the Tenant gives Notice to the Landlord properly requiring the Landlord to remedy that failure; or ii. that failure is not capable of remedy and the Landlord fails to pay reasonable compensation to the Tenant within 20 Working Days after the Tenant gives Notice to the Landlord of that failure and demanding reasonable compensation for loss or damage incurred by the Tenant as a consequence of the failure; or c. where an administrator or controller is appointed or a resolution is passed or proceedings are commenced for the winding up of the Landlord (where the Landlord is a corporation).
Landlord's Representative	means the person nominated in Item 20 or any other person notified as such by the Landlord to the Tenant from time to time in accordance with this Lease.
Law	means the common law, a statute, regulation, rule, by-law, ordinance, proclamation, enactment, statutory instrument or delegated or subordinated legislation (whether federal, state, municipal or of any Authority), codes (including any code of practice approved under the <i>Work Health and Safety Act 2011 (Cth)</i> , the <i>National Code of Practice for the Building and Construction Industry</i> and the <i>Australian Government Construction OHS Accreditation Scheme</i> , and the <i>Building Code of Australia</i>) and any Requirements issued under Laws.
Lease	means this lease, the Schedules and any applicable registration forms.
Market Review Date	means a date specified as such in Item 12.
Mixed Review Date	means a date specified as such in Item 12.
month	means calendar month.
monthly	means calendar monthly.
net lettable area of the Building	means the area specified as the net lettable area of the Building in Item 13.

net lettable area of the Premises	means the area specified as the net lettable area of the Premises in Item 13.
NLA	means the net lettable area of the Premises as determined in accordance with the PCA method of measurement.
Normal Business Hours	means the hours specified in Item 24.
Notice	includes a notice, consent, request or demand.
Option Notice	means a Notice given by the Tenant to the Landlord in accordance with clause 5 to the effect that the Tenant wishes to lease the Premises for the relevant Option Term starting on the expiry of the Term granted by this Lease.
Option Lease	means a new lease for the relevant Option Term granted under clause 5.
Option Term	means the relevant further term specified in Item 16.
Party	means a party to this Lease.
Permitted Use	means the use specified in Item 9.
Plate Glass Insurance	means insurance for all damage and breakage to all plate glass within the Building for the full replacement value.
Powers	means regulatory powers or other powers under Laws in respect of the Land, the Building, the Services, heritage, environment, health and safety, or other activities, uses or transactions contemplated by this Lease.
Premises	means the premises described in Item 4 extending from the interior face of all walls, doors and windows and extending from the surface of the floor to the underside of the false ceiling.
President	means the president or senior official of the Institute.
Prior Breach	means a breach of this Lease by the Tenant: <ul style="list-style-type: none"> a. which occurs prior to the Tenant giving an Option Notice; and b. which has been notified by the Landlord to the Tenant.
Public Risk Insurance	means insurance cover for all Claims for injury, loss or damage to any person or property however sustained arising out of the use of the Land or the Building for not less than the sum specified in Item 23 or for a greater reasonable amount which the Landlord or the Tenant may require from time to time.
Relocation Expenses	means the Tenant's costs of: <ul style="list-style-type: none"> a. vacating the Premises during the Term; b. obtaining alternative accommodation excluding rent, except to the extent that rent for the alternative accommodation exceeds Rent under this Lease;

	<p>c. the installation and establishment of the Tenant in alternative accommodation including the costs of a standard office fitout after deduction of any amount received by the Tenant from any party towards the costs of the fitout or as an incentive to lease; and</p> <p>d. if applicable, the return and re-establishment of the Tenant in the Premises when they are again fit for the Tenant to occupy and use (including any removal of fitout, make good and reinstatement (if applicable) of the alternative accommodation).</p>
Rent	means the amounts specified in Item 10 as varied from time to time under this Lease.
Rent Commencement Date	means the date specified in Item 10.
Requirement	means a requirement, Notice, order or direction of a competent Authority.
Review Date	means the CPI Review Date and Market Review Date as provided for in Item 12 and Schedule 6, Schedule 7 and Schedule 9 (as applicable).
Rules	means the rules specified in Schedule 2.
Schedule	means a schedule of this Lease.
Services	means all utilities and services on or in the Land or the Building including water, electricity, lighting, sanitary, hot water, air-conditioning and ventilation systems, security systems, data, communication and telecommunication systems, fire safety systems, aerials and lifts installed in the Building and serving the Premises and Common Areas and includes all wires, cables, pipes, ducts, conduits, tanks, cisterns, electrical and mechanical plant and all other ancillary or associated parts and accessories.
Structure	<p>in relation to:</p> <p>a. the Building includes all walls (whether load-bearing or not), floors, doors, windows, gutters, downpipes, facades, foundations, ceilings and roofs and 'structural' has a corresponding meaning; and</p> <p>b. areas other than the Building includes car parks, driveways, paving, fencing and other fixed items.</p>
Surrender Date	means that date specified as such by the Tenant in the Surrender Notice.
Surrender Notice	means a notice from the Tenant to the Landlord under clause 43.1.1 stating that that the Tenant intends to surrender the Premises on the Surrender Date.
Tenant	means the Party named in Item 2.
Tenant's Act of Default	means a failure by the Tenant to:

	<p>a. pay the Rent when it becomes due and to pay that Rent within 20 Working Days after the receipt of a Notice from the Landlord requiring payment of the Rent arrears;</p> <p>b. commence carrying out repairs or maintenance for which it is responsible within 20 Working Days after receiving Notice from the Landlord properly requiring the Tenant to carry out repairs and maintenance or to proceed diligently to complete those repairs and maintenance; or</p> <p>c. perform or observe a provision of this Lease (other than those falling within the scope of paragraphs a. and b. of this definition) and:</p> <p>i that failure is capable of remedy but continues for more than 20 Working Days after the Landlord gives Notice to the Tenant properly requiring the Tenant to remedy that failure; or</p> <p>ii. that failure is not capable of remedy and the Tenant fails to pay reasonable compensation to the Landlord within 20 Working Days after the Landlord gives Notice to the Tenant of that failure and properly demanding reasonable compensation for loss or damage incurred by the Landlord as a consequence of the failure.</p>
Tenant's Alterations	means any alteration or addition to the Premises, installation of any Fitting (other than chattels) or any building work on or in the Premises undertaken by or for the Tenant.
Tenant's Representative	means the person performing the duties and functions of the position specified in Item 19 or, if that position is abolished or the function of that position is transferred to another position, the person for the time being performing the equivalent duties and functions in the organisation administering this Lease on behalf of the Tenant.
Term	means the period specified in Item 6 and where the context permits any extension or renewal.
Umpire	means a person appointed by the President or senior official of the Institute under clause 1.1.5 of Schedule 6 and who must have the same qualifications required of a Valuer.
Valuer	means a member of the division of the Institute with not less than 5 years experience as a valuer in the Jurisdiction.
Working Day	means each day except Saturdays, Sundays and public holidays in the place where the Building is located.

48.2. Interpretation

48.2.1. The singular includes the plural and vice versa.

48.2.2. Reference to a person includes:

MAPS NATIONAL LEASE (SEPTEMBER 2016)
Market Version

- a. a corporation, partnership or government body; and
 - b. the legal representatives, successors and assigns of that person.
- 48.2.3. Reference to a right includes a remedy, authority or power.
- 48.2.4. If two or more people are named as Tenant or Landlord, this Lease binds them jointly and individually.
- 48.2.5. A Party which is a trustee is bound both personally and in its capacity as a trustee.
- 48.2.6. Where this Lease refers to:
- a. a government department, agency, body or Authority; or
 - b. to any person holding a specified position in a government department, agency, body or Authority,
- and that department, agency, body, Authority or position is changed or abolished, then that reference will be deemed to be a reference to the department, agency, body, Authority or position performing the equivalent function from time to time.
- 48.2.7. The Schedules are incorporated into and form part of this Lease.
- 48.2.8. Words of inclusion are not to be interpreted as words of limitation.
- 48.2.9. If any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning.
- 48.2.10. Headings are for convenience only and do not form part of this Lease or affect its interpretation.
- 48.2.11. Reference to a thing is a reference to all or part of that thing.
- 48.2.12. As far as possible all provisions will be construed so as not to be invalid, illegal or unenforceable.
- 48.2.13. If anything in this Lease is unenforceable, illegal or void then it is severed and the rest of this Lease remains in force.
- 48.2.14. Reference to a Law or Requirement includes amendments to or a replacement of that Law or Requirement from time to time.
- 48.2.15. If a provision cannot be read down, that provision will be void and severable and the remaining provisions will not be affected.
- 48.2.16. No rule of construction will apply to disadvantage a Party on the basis that it put forward this Lease.
- 48.3. Performance of Lease**
- 48.3.1. To the extent appropriate in the circumstances, where this Lease requires a Party to do or refrain from doing something the Party will arrange for its officers, employees, agents and contractors to do or refrain from doing the relevant thing.

48.3.2. Unless the context requires or it is otherwise stated in this Lease, a Party's obligations will:

- a. be performed at its cost; and
- b. be performed throughout the Term and any holding over of this Lease.

48.4. Applicable Law

48.4.1. This Lease is to be construed in accordance with, and any matter related to it is to be governed by, the Law applying in the Jurisdiction but nothing in this Lease is to be construed as binding the Tenant to comply with Laws or Requirements which do not apply to it of their own force.

48.4.2. The Parties submit to the jurisdiction of the courts of the Jurisdiction.

48.5. Entire Agreement

48.5.1. Subject to the prior agreement (if any) specified in Item 27, this Lease:

- a. contains the entire agreement and understanding between the Parties on everything connected with this Lease; and
- b. supersedes any prior agreement or understanding on anything so connected.

48.6. Consents and approvals

48.6.1. Unless otherwise stated, if a Party's consent or approval is required, the requested Party:

- a. agrees to consider and respond to the request promptly;
- b. agrees not to unreasonably withhold or delay the consent or approval;
- c. may require the requesting Party to comply with reasonable conditions before giving its consent or approval;
- d. agrees to not impose conditions in giving consent or approval which would have the effect of being inconsistent with this Lease; and
- e. agrees to not make payment of its costs a condition of its consent or approval unless a provision of this Lease specifically allows it to do so.

48.6.2. A consent or approval is not effective unless it is in writing and signed by the consenting Party.

48.7. When things can be done

48.7.1. If a payment is due or a thing is to be done on a day other than a Working Day that payment will be made or the thing done on the next Working Day.

48.8. Waiver and variation

48.8.1. The provisions of this Lease will not be varied either in law or in equity except by the written agreement of the Parties.

- 48.8.2. A provision of, or a right under, this Lease will not be waived except in writing signed by the Party giving the waiver.
- 48.8.3. A waiver by a Party in respect of a breach of a provision of this Lease by the other Party or of a right under this Lease will not be deemed to be a waiver in respect of any other breach or right.
- 48.8.4. The failure of a Party to enforce at any time any provision of, or any rights under, this Lease will in no way be interpreted as a waiver of such provision or right.

48.9. Time for compliance

- 48.9.1. Any Notice given by the Landlord in accordance with this Lease requiring the Tenant to pay any moneys or perform any act will allow a minimum period of 20 Working Days (unless a longer period is expressly provided) for compliance.

48.10. Sale and Power of Attorney

- 48.10.1. Any provision expressed or implied in this Lease enabling the Landlord to sell any property of the Tenant or to sign documents or otherwise act as attorney for the Tenant has no effect.

48.11. Confidentiality

- 48.11.1. The Landlord acknowledges that the activities of the Tenant in the Premises are confidential and agrees that it will not disclose to a third party information which comes into its possession pursuant to or as a result of or in the performance of any obligation or right under this Lease, whether that information relates to the business, activities or technical operation of the Tenant or any person dealing with the Tenant or otherwise.
- 48.11.2. This clause does not apply to disclosure:
- a. to a Commonwealth Minister or Parliamentary Secretary;
 - b. required by a Law or Requirement which is applicable to the Commonwealth of Australia; or
 - c. to professional advisers for the purposes of administering this Lease provided that before it makes the disclosure the Landlord ensures that those professional advisers are bound by the same duty of confidentiality which applies to the Landlord.
- 48.11.3. The operation of this clause survives the termination or expiry of this Lease.

48.12. Notices

- 48.12.1. A Notice under this Lease is only effective if it is in writing, and dealt with as follows:
- a. if given by the Landlord to the Tenant - given by the Landlord's Representative and addressed to the Tenant's Representative at the address or facsimile number specified in Item 19 or as otherwise notified by the Tenant; or

- b. if given by the Tenant to the Landlord - given by the Tenant's Representative and addressed to the Landlord's Representative at the address or facsimile number specified in Item 20 or as otherwise notified by the Landlord.

48.12.2. A Notice is to be:

- a. signed by the person giving the Notice and delivered by hand;
- b. signed by the person giving the Notice and sent by prepaid post; or
- c. transmitted electronically by the person giving the Notice by facsimile transmission.

48.12.3. A Notice is deemed to be effected:

- a. if delivered by hand - upon delivery to the relevant address;
- b. if sent by prepaid post - on the day which is 2 Working Days after posting; and
- c. if transmitted by facsimile - upon receipt by the addressee evidenced by the sender's facsimile machine confirming the facsimile has been transmitted.

48.12.4. A Notice received after 5 pm, or on a day that is not a Working Day in the place of receipt, is deemed to be effected on the next Working Day in that place.

48.13. Notices on Change of Landlord

48.13.1. If:

- a. the Landlord sells or otherwise disposes of its interest in the whole or any part of the Land; or
- b. changes its address for Notices; or
- c. a mortgagee or any other person becomes entitled to the receipt of Rent and other payments under this Lease or becomes entitled to any of the rights and obligations of the Landlord under this Lease

the Landlord agrees to give the Tenant prompt notice of the above circumstances and, if it fails to do so, then the Landlord releases the Tenant from, and indemnifies the Tenant from and against, all Claims for which the Tenant may become liable as a result of or in connection with the Landlord's failure or delay in notifying the Tenant of the above circumstances.

SCHEDULE 1 PARTICULARS

1.	Landlord (Clauses 1.1.1.a and 48.1)	Androse Pty Ltd ACN 001 007 647
2.	Tenant (Clauses 1.1.1.b and 48.1)	Commonwealth of Australia (represented by Ministerial and Parliamentary Services, Business Enabling Services Group of the Department of Finance).
3.	Land (Clause 48.1)	The land contained in Lot 101 of Deposited Plan 853132 known as 299 George Street, Windsor NSW.
4.	Premises (Clause 48.1 and Schedule 3)	Office 1, Ground Floor, 299 George Street Windsor NSW
5.	Car Parking Bays (Clauses 15 and 48.1, Schedule 4 and Schedule 5)	The four car parking bays numbered 3, 4, 5 and 6 as delineated on the plan or plans in Schedule 4.
6.	Term (Clause 48.1)	Four (4) years
7.	Commencement Date (Clause 48.1)	1 May 2017
8.	Expiry Date (Clause 48.1)	30 April 2021
9.	Permitted Use (Clauses 10.1 and 48.1)	Office Accommodation
10.	Rent (Clauses 19 and 48.1)	<p>Rent (per annum) \$65,280.00 plus GST</p> <p>Rent (per month) \$5,440 plus GST</p> <p>Rent Commencement Date</p>

		1 August 2017
11.	Payment of Rent (Clause 19.1.1.d)	Bank BSB: 182-222 Account number: 303191480 Account name: Wiseberry Thompson Rent Trust
12.	Review during Term	Fixed Review Date(s) The Fixed Review Dates are not applicable. Percentage increase in each Review Date is not applicable. CPI Review Date(s) The CPI Review Dates are each anniversary of the Commencement Date The location for CPI Review is Sydney Market Review Date(s) The Market Review Dates are the commencement date of any Option Lease. Mixed Review Date(s) The Mixed Review Dates are not applicable.
13.	Net lettable area (Clause 48.1)	Net lettable area of the Premises is 230 square metres (subject to survey).
14.	Minimum frequency for painting (Clause 35.1.1.a)	As often as the Landlord shall deem necessary (acting reasonably) due to fair wear and tear.
15.	Minimum frequency for replacing floor coverings (Clause 35.1.1.b)	As often as the Landlord shall deem necessary (acting reasonably) due to fair wear and tear.
16.	Option Term(s) (Clauses 5.1 and 48.1)	Option Term(s): Two (2) Option Terms of three (3) year(s) each.

17.	Commencing Rent for Option Term (Clause 5.1.1.d.i)	<p>Rent (per annum)</p> <p>Subject to market review calculated in accordance with Schedule 6 and Schedule 7.</p> <p>Rent (per month)</p> <p>Subject to market review calculated in accordance with Schedule 6 and Schedule 7.</p> <p>Rent commencement date</p> <p>Commencement Date of the Option Term.</p>
18.	Review Dates in Option Term(s)	<p>For the first Option Term:</p> <ol style="list-style-type: none"> 1. the Market Review Date is 1 May 2021; 2. the CPI Review Dates are 1 May 2022 and 1 May 2023 <p>For the second Option Term</p> <ol style="list-style-type: none"> 1. the Market Review Date is 1 May 2024; 2. the CPI Review Dates are 1 May 2025 and 1 May 2026.
19.	Tenant's Representative and address for service (Clauses 48.1 and 48.12.1.a)	<p>Department of Finance (Ministerial & Parliamentary Services) c/- State Manager - NSW, Ministerial & Parliamentary Services Portfolio Jones Lange LaSalle GPO Box 5410 Sydney NSW 2001</p>
20.	Landlord's Representative and address for service (Clause 48.1 and 48.12.1.b)	<p>Androse Pty Ltd 7 Lawrence Street Kenthurst NSW 2156</p>
21.	Insurance (Clause 42.2)	<p>In the joint names of the Landlord, the Tenant and such other persons as the Landlord may reasonably require.</p>
22.	Insurance of Tenant's Fittings and Tenant's Alterations	<p>Not Required</p>

	(Clause 42.1.1.a)	
23.	Public Risk Insurance amount (Clause 42.1.1.b and 48.1)	\$20 million
24.	Normal Business Hours (Clause 48.1)	9am to 5pm Monday to Friday inclusive except for public holidays in the location in which the Premises are located.
25.	Frequency of window cleaning (Clause 34.1.2)	Twice each calendar year during the term.
26.	After hours air-conditioning cost	Not applicable.
27.	Prior Agreement (Clause 48.5.1)	Not applicable.
28.	Outgoings (Net Lease)	Not applicable.
29.	Outgoings and Outgoings Review Dates (Gross Lease plus increases in Outgoings) over Base Year Amount	Not applicable.
30.	Base Year and Base Year Amount	Not applicable.
31.	Outgoings Commencement Date	Not applicable.

SCHEDULE 2 RULES

Not applicable

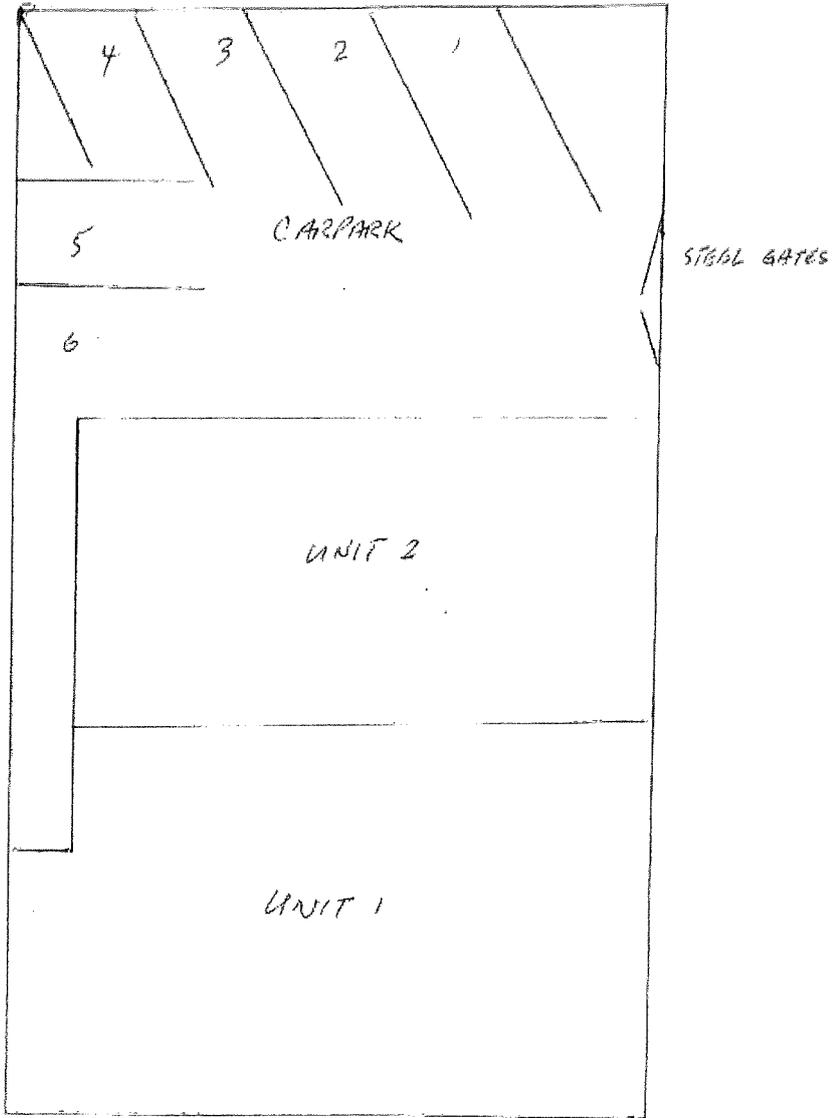
SCHEDULE 3 PLAN OR PLANS OF PREMISES

Not applicable

SCHEDULE 4 PLAN OF CAR PARKING BAYS

SITE PLAN 299 GEORGE ST WINDSOR NSW.

NOT TO SCALE



GEORGE ST WINDSOR

SCHEDULE 5 CAR PARK LICENCE

1. Grant of Licence

1.1. Licence

- 1.1.1. The Landlord grants the Tenant an appurtenant licence which runs with the estate granted by this Lease to use the Car Parking Bays during the Term (including during any Option Term, extension, other renewal or holding over).
- 1.1.2. The Car Parking Bays are for the sole use of the Tenant, and the Landlord agrees not to permit other persons to use the Car Parking Bays.
- 1.1.3. The Tenant is at all times entitled to unrestricted ingress to and egress from the Car Parking Bays.
- 1.1.4. The Tenant may at any time and upon giving at least 20 Working Days' Notice to the Landlord terminate its use of any or all of the Car Parking Bays.
- 1.1.5. The Landlord agrees to ensure that any car parking contractor appointed by it is made aware of the Tenant's rights under clause 15 and Schedule 5 of this Lease.

1.2. Assignment or subletting

- 1.2.1. If the Tenant assigns or sublets its interest in the Lease in accordance with clause 44.1.1 or clause 44.1.2 of the Lease, the Landlord agrees to grant the assignee or subtenant (as the case may be) a Licence for the remaining Term (including any renewal, extension or overholding) to use the Car Parking Bays on the same terms and conditions as contained in this Schedule 5.

SCHEDULE 6 RENT DETERMINATION FOR FIRST RENT PERIOD OF OPTION TERM

1. Valuer to determine Rent if not agreed

1.1. Determination of Rent

- 1.1.1. If the Parties fail to agree the Rent for the first Rent Period of the Option Term in accordance with clause 5, the Rent will be determined in accordance with Schedule 6 and Schedule 7:
- 1.1.2. In this Schedule:
- a. **Appointment Date** means:
 - i. *where two Valuers are appointed on time under clause 1.1.3 - 1 Working Day after the end of the Appointment Period;*
 - ii. *where the Second Party appoints both Valuers in accordance with clause 1.1.4 - 1 Working Day after the end of the Supplementary Appointment Period; and*
 - iii. *where the Umpire is appointed to determine the rent under clause 1.1.4, clause 1.1.5 or clause 1.1.6 – 1 Working Day after the Umpire is appointed under clause 1.1.4, clause 1.1.5 or clause 1.1.6 (as the case requires).*
 - b. **Appointment Period** means the period of 20 Working Days after the end of the Rent Review Consideration Period;
 - c. **Determination** means:
 - iv. *where two Valuers have been appointed, their joint determination; and*
 - v. *where one Umpire has been appointed the Umpire's determination;*
 - d. **Determination Period** means the period of 20 Working Days after the Appointment Date;
 - e. **Rent Review Consideration Period** means the period of 3 months after the commencement of the new lease under clause 5;
 - f. **Rent Period** means:
 - i. *for the first Rent Period, the period commencing on the Commencement Date of the new lease and ending on the day before the first Market Review Date under the new lease; and*
 - ii. *for each subsequent Rent Period, the period commencing on a Market Review Date under the new lease and ending on the earlier of the day before the next Market Review Date under the new lease and the end of the Term of the new lease; and*
 - g. **Supplementary Appointment Period** means the period of 10 Working Days after the end of the Appointment Period.

- 1.1.3. The Parties must each appoint a Valuer and advise each other of the name and contact details of the Valuer by the end of the Appointment Period.
- 1.1.4. If a Party (First Party) fails to appoint its Valuer by the end of the Appointment Period then it may no longer appoint its own Valuer and other Party (Second Party) may appoint both Valuers. If the Second Party fails to appoint the second Valuer within of the Supplementary Appointment Period then either Party may request the President to appoint an Umpire within 5 Working Days of the request to determine the Rent.
- 1.1.5. Where the two Valuers have been appointed to determine the Rent and they fail or refuse to deliver a Determination within the Determination Period then either Party may request the President to appoint an Umpire within 5 Working Days of the request to determine the Rent.
- 1.1.6. If the Umpire fails or refuses to deliver a determination by the end of the Determination Period then either Party may request the President to appoint another Umpire and the provisions of this Schedule 6 relating to appointment and determination by an Umpire will apply to the extent practicable to the second Umpire.
- 1.1.7. Each Valuer (and, where applicable, the Umpire) must
- a. determine the open market rental value of the Premises at the commencement date of the relevant Option Term;
 - b. act as an expert and not as an arbitrator; and
 - c. give a written determination with reasons by the end of the Determination Period.
- 1.1.8. A Party may make oral and/or written submissions to the Valuers (or, if applicable, the Umpire) but only within 10 Working Days after the Appointment Date. In making a determination the Valuers (or, if applicable, the Umpire) must consider the written and/or oral submissions of a Party received within 10 Working Days after the Appointment Date.
- 1.1.9. The fees and expenses of the Valuers and, if applicable, the Umpire, must be paid by the Landlord and the Tenant equally.
- 1.1.10. The Determination of the Valuers and, if applicable, the Umpire, is final and binding.
- 1.1.11. The Valuers or the Umpire (as the case may require) must determine the open market rental value of the Premises at the Commencement Date of the Option Term in accordance with the Valuation Rules in Schedule 7.

SCHEDULE 7 VALUATION RULES

1. The Valuers or the Umpire (as the case may require) must determine the open market rental value of the Premises at the Commencement Date of the Option Term assuming that:
 - a. the Landlord is a willing but not anxious landlord and the Tenant is a willing but not anxious tenant;
 - b. the Premises are available with vacant possession,
 - c. assuming that the Premises have a NLA of 230 square metres;and taking into account:
 - d. the open market rental value (other than rental values which have been escalated to a predetermined amount or in accordance with movements in the consumer price index or any other index) at the Commencement Date of the Option Term of comparable premises, in the town or city within which the Building is situated whether that value is determined in respect of new lettings with vacant possession or in respect of occupied premises;
 - e. the Permitted Use of the Premises;
 - f. the period which will elapse between the Commencement Date of the Option Term and the first review date in the Further Term or, if there is no review date, the end of the Option Term;
 - g. the restriction on user, assignment or sub-letting;
 - h. the terms and conditions generally of the lease for the Option Term;
 - i. any rent-free period, financial contribution (including any contribution towards the cost of fitout) or other concession customarily or likely to be offered to new tenants of comparable vacant premises,but not taking into account:
 - j. the adverse effect on the condition or rental value of the Premises of any breach of this Lease by the Tenant;
 - k. any Fittings and other improvements or alterations installed in or made to the Premises by or for the Tenant, its sub-tenants or their respective predecessors in title during the Term, the Option Term or any period of prior occupation to the intent that the Premises for the purpose of determining the open market rental value will be regarded as cleared space but otherwise serviced and habitable;
 - l. any increase in value in the Premises as a result of any structural alterations or other voluntary improvements made to the Premises or the Building (including installation of equipment) by the Landlord at its discretion for any reason at any time (except any carried out at the prior request of the Tenant

to which the Tenant has not contributed either by way of service charge or otherwise);

- m. any special interest of the Tenant, its sub-tenants or their respective predecessors in title including the fact that the Tenant is a sitting tenant;
- n. goodwill occasioned by the Tenant, its sub-tenants or their respective predecessors in title;
- o. any right of the Tenant to use any part of the Building or the Land other than the net lettable area of the Premises and the Car Parking Bays; or
- p. any naming rights the Tenant may have in respect of the Building.

SCHEDULE 8 PERFORMANCE STANDARDS

Not Used

SCHEDULE 9 ADDITIONAL PROVISIONS

1. Asbestos Register

- 1.1. The Landlord and Tenant acknowledge that there may be Asbestos in the Premises, Building and on or under the Land.
- 1.2. Prior to the commencement of any of the Tenant's Works or Tenant's Alterations, the Landlord must provide the Tenant upon demand with evidence of its compliance with the Work Health and Safety Act 2011 (NSW) and all other laws, guidelines, codes of conduct and requirements, notices and requisitions of all relevant authorities in relation to Asbestos in the Premises and on or under the Land, including a copy of or access to the asbestos register and a copy of the asbestos clearance statement.

2. Rent Review based on CPI Movement

- 2.1. In this Lease:

Review Date means a date specified in Item 12; and

CPI means the Consumer Price Index (All Groups) for the city specified in Item 12 (or if no city is specified, then for the capital of the Jurisdiction) kept by the Australian Statistician and published by the Australian Bureau of Statistics ('the Index') and in the event of the Index being discontinued or abolished then such price index as the Australian Statistician substitutes for it.

- 2.2. The Rent payable from the relevant Review Date will be the Rent calculated in accordance with the following formula:

$$A = B \times C/D$$

where:

- A is the Rent payable on and from the Review Date;
- B is the Rent payable immediately before the Review Date;
- C is the CPI current at the relevant Review Date; and
- D is the CPI current at the last Review Date (which for the first Review Date is the Commencement Date).

- 2.3. The Rent fixed under this clause is payable from the relevant Review Date.

- 2.4. Until the Landlord notifies the Tenant of a change in Rent, the Tenant will pay the Rent which applies immediately prior to the Review Date.

- 2.5. If the Rent changes by the operation of clause 2.2, the Parties must make any necessary adjustment by payment or repayment within 20 Working Days after the Landlord gives the Tenant notice under clause 2.4.

3. Tenant's Insurance

- 3.1. At all times during the Term, the Tenant must:
- 3.1.1. insure against public liability in relation to the Premises for the sum specified in Item 23;
 - 3.1.2. insure against plate and other glass in the Premises (including the shop front if any) against breakages;
- 3.2. The Tenant must if required by the Landlord (but no more than once every 12 months) produce for inspection by the Landlord a certificate of currency showing the policies above.
- 3.3. The Landlord acknowledges and agrees that:
- a. the Tenant is covered by Comcover; and
 - b. whilst the Tenant is covered by Comcover it is taken to comply with this clause 3 of schedule 9.

SIGNING PAGE

1. DATE

This lease is dated

2. SIGNING

This Lease is executed as a deed.

EXECUTION BY LANDLORD

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

**Executed by Androse Pty Ltd
ACN 001 007 647 in
accordance with section 127 of
the *Corporations Act 2001*
(Cth) by:**



Signature of Director

Peter Rosenhain

Full name (print)



Signature of
Director/Company
Secretary

Elizabeth Rosenhain

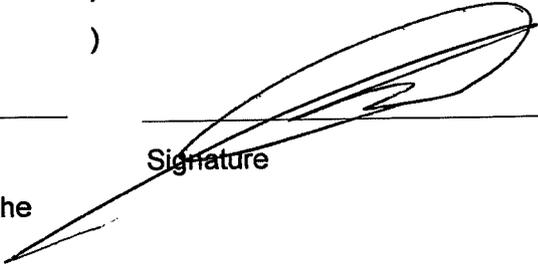
Full name (print)

EXECUTION BY TENANT

Signed, sealed and delivered for and)
on behalf of the Commonwealth of)
Australia by:)

MATTHEW FRASER

Name of signatory


Signature

Being an authorised delegate of the
Commonwealth of Australia
(represented by Ministerial and
Parliamentary Services, Business
Enabling Services Group of the
Department of Finance)

In the presence of:

MARIE-LOUISE COLLINS

Name of witness

Mellins

Signature of witness