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HWL Ebsworth

**VARIATION OF LEASE**  
New South Wales  
Real Property Act 1900

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

**PRIVACY NOTE:** Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

**STAMP DUTY**

Office of State Revenue use only
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**(A) TORRENS TITLE**

Folio Identifier 101/853132
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**(B) HEAD LEASE**

Number	Torrens Title
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**(C) LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any  Reference (optional):	CODE  <b>VL</b>
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**(D) LESSOR**

299 GEORGE PTY LTD ACN 622 770 745
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**(E) LEASE VARIED**

AM838295
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**(F) LESSEE**

COMMONWEALTH OF AUSTRALIA (REPRESENTED BY MINISTERIAL AND PARLIAMENTARY SERVICES, BUSINESS ENABLING SERVICES GROUP OF THE DEPARTMENT OF FINANCE)
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- (G) 1. The rent is N.A. to N.A. dollars and N.A. cents (\$N.A. ) per N.A. on and as from N.A.
2. The term is increased to 7 years 0 months and 0 days, so as to expire on 30 April 2024
3. The option to renew is modified to one (1) further term of three (3) years
4. The provisions of the lease are varied as set out in annexure A hereto.

DATE 2 / 11 / 2021

- (H) I certify that I am an eligible witness and that the lessee signed this dealing in my presence: Certified correct for the purposes of the Real Property Act 1900:

Signature of Witness:

Signature of the Lessor: See execution page 4 of Annexure A.

(Print) Name of Witness:

Address of Witness:

In the presence of:

Certified correct for the purposes of the Real Property Act 1900:

Name of Witness:

Name of signatory:

Signature of Witness:

Signature: See execution page 5 of Annexure A.

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

**THIS IS ANNEXURE A OF THE VARIATION OF LEASE BETWEEN 299 GEORGE PTY LTD ACN 622 770 745 (AS LESSOR) AND COMMONWEALTH OF AUSTRALIA (REPRESENTED BY MINISTERIAL AND PARLIAMENTARY SERVICES, BUSINESS ENABLING SERVICES GROUP OF THE DEPARTMENT OF FINANCE) (AS LESSEE)**

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**1. DEFINITIONS**

Unless a contrary intention appears in this Variation of Lease, the following expressions shall have the meanings respectively assigned to them:

- (a) **Lease** means registered lease AM838295.
- (b) **Variation Date** means 1 May 2021.

**2. VARIATIONS TO LEASE**

The parties agree that the Lease is varied on and from the Variation Date as follows:

- (a) Item 1 (Landlord) of the Reference Schedule is amended to read:  
"299 George Pty Ltd ACN 622 770 745";
- (b) Item 6 (Term) of the Reference Schedule is amended to read:  
"Seven (7) years";
- (c) Item 8 (Expiry Date) of the Reference Schedule is amended to read:  
"30 April 2024";
- (d) Item 10 (Rent) of the Reference Schedule is amended by inserting the following:  
**"Rent on and from 1 May 2021 (per annum)**  
\$68,857.92 plus GST  
**Rent on and from 1 May 2021 (per month)**  
\$5,738.16 plus GST";
- (e) Item 11 (Payment of Rent) of the Reference Schedule is amended to read:  
"Bank BSB: 032 274  
Account number: 433950  
Account name: 299 Windsor"
- (f) Item 16 (Option Term(s)) of the Reference Schedule is amended to read:  
"Option Term(s): One (1) Option Term of three (3) year";
- (g) Item 18 (Review Dates in Option Term(s)) of the Reference Schedule is amended to read:



*"For the Option Term (if exercised):*

**Market Review Dates:**

*1 May 2024*

**CPI Review Dates:**

*1 May 2025 and 1 1 May 2026"; and*

- (h) Item 19 (Tenant's Representative and address for service) of the Reference Schedule is amended to read:

*"Ventia Property*

*Ministerial and Parliamentary Services (MaPS)*

*Locked Bag 917*

*North Sydney NSW 2059".*

- (i) Item 20 (Landlord's Representative and address for service) of the Reference Schedule is amended to read:

*"Locked Bag 12 Windsor NSW 2756"*

**3. CONTINUATION OF OBLIGATIONS**

The rights and obligations of the Lessee and the Lessor under the Lease remain in full force and effect as varied by this Variation of Lease. The parties acknowledge that any variation to the Lease made by this Variation of Lease is intended to be read into and form part of the Lease.

**4. COSTS**

- (a) Each party is responsible for their own legal fees and disbursements in respect of the preparation, negotiation and execution of this Variation of Lease.
- (b) The Lessee must pay the registration fees on this Variation of Lease.



**Execution Page**

**EXECUTED** as a deed.

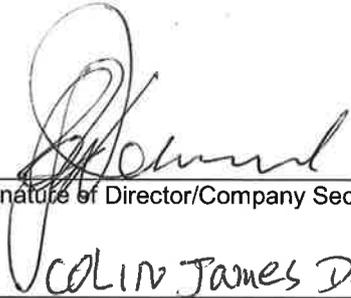
**EXECUTION BY LESSOR**

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

**Executed by 299 George Pty Ltd ACN 622 770 745** in accordance with section 127 of the *Corporations Act 2001* (Cth) by:

  
\_\_\_\_\_  
Signature of Director

COLIN James Devine  
Full name (print)

  
\_\_\_\_\_  
Signature of Director/Company Secretary

COLIN James Devine  
Full name (print)

**EXECUTION BY LESSEE**

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

**EXECUTED** for and on behalf of the **Commonwealth of Australia (Represented by Ministerial and Parliamentary Services, Business Enabling Services Group of the Department of Finance)** by its authorised delegate in the presence of:



Signature of witness



Signature of delegate

KRYSTAL KAKIAWOU

Name of witness (print)

Shawn Brigden

Name of delegate (print)

Level 92, 100 Miller St  
NORTH SYDNEY

Address of witness (print)

By executing this document the delegate states that the delegate has received no notice of revocation of the authorisation/delegation

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

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

Our Ref: MMD:RSG:1022384

14 September 2021

Krystal Kyriacou  
Manager, Government Property Occupier  
Services  
Colliers International  
Level 42, Northpoint 100 Miller Street  
North Sydney NSW 2060

Dear Krystal

**Commonwealth of Australia (M&PS) from 299 George Pty Ltd ACN 622 770 745  
(Landlord) - Renewal of Lease**

**Premises: Office 1, Ground Floor, 299 George Street, Windsor NSW**

We refer to the above matter and **enclose** the Variation of Lease of the above premises  
(**Document Enclosed**), executed by the Landlord and in duplicate for execution by M&PS.

As the Document Enclosed is a variation of an existing lease, we have not reviewed or  
summarised in detail the terms of the existing lease.

#### **Certification**

We confirm the following matters in respect of the Document Enclosed.

1. The Document Enclosed was prepared by us.
2. We have provided a brief summary of the commercial terms of the Document Enclosed in the attachment to this letter.
3. The Document Enclosed is being prepared and negotiated in accordance with the instructions received from you.
4. M&PS can rely upon the transaction contemplated by it.
5. The Document Enclosed is in order for execution by M&PS.
6. Under the Document Enclosed, M&PS is acquiring an interest in land being the extension of the existing lease for 3 years (total Term now 7 years). We presume that M&PS has obtained all necessary Commonwealth approvals required to enter into the Document Enclosed, including approval where required under the *Lands Acquisition Act 1989* (Cth).
7. The indemnities given by M&PS under the existing lease in favour of the Landlord remain in place for the extended term. We presume that all necessary approvals have been obtained for any indemnities contained in the Document Enclosed, where

Adelaide  
Brisbane  
Canberra  
Darwin  
Hobart  
Melbourne  
Norwest  
Perth  
Sydney

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Level 26, 530 Collins Street, Melbourne VIC 3000 Australia  
PO Box 3, Collins Street West VIC 8007 Australia  
DX 564 Melbourne

Telephone +61 3 8644 3500  
Facsimile 1300 365 323 (Australia) +61 2 8507 6582 (International)  
hwlebsworth.com.au

ABN 37 246 549 189

required under the *Public Governance, Performance and Accountability Act 2013* (Cth) and associated regulations. Please contact us if you require additional information regarding the above approvals.

### Instructions

Would you please arrange:

1. for the delegate of M&PS to execute all copies of the Document Enclosed on page 5 in the presence of a witness, which witness will need to complete their details in the execution clause. and
2. for the delegate to sign at the bottom of pages 2 and 3;
3. for the delegate to insert the date of execution on page 1, where indicated; and
4. for all original signed documents to be sent to:

Ms Jun Lin  
HWL Ebsworth Lawyers  
Level 14, Australia Square  
264-278 George Street,  
Sydney NSW 2000.

Once we have received the executed documents from you, we will send them to the Landlord's solicitor to arrange registration. We will also draw a cheque in payment of the registration fees on the Document Enclosed and add it to our next invoice as a disbursement. Once registered, the Landlord's solicitor will send us the original registered Variation of Lease for safekeeping which we will forward on to you.

We look forward to receiving the signed documents in due course. In the meantime, if you have any queries, please contact us.

Yours sincerely



**Martin Downing**  
Partner  
HWL Ebsworth Lawyers

+61 2 9334 8603  
mdowning@hwle.com.au

**Rachel Gregson**  
Special Counsel  
HWL Ebsworth Lawyers

+61 2 9334 8654  
rgregson@hwle.com.au

## KEY COMMERCIAL TERMS

Term	Description
Premises	Part 101/853132, Office 1, Ground Floor, 299 George Street, Windsor NSW
Commencement Date and Term	The term of the existing lease is extended for a term of 3 years, so as to expire on 30 April 2024.
Options	One further term of 3 years, commencing on 1 May 2024. The option must be exercised by a date that is no later than 3 months before the relevant term of the Lease is due to expire.
Rent and Rent Commencement Date	\$68,857.92 plus GST per annum. This is paid in monthly instalments of \$5,738.16 plus GST. The agreed Rent will be payable from 1 May 2021.
Rent Review	On each anniversary of the Commencement Date during the term of the lease and the option terms (other than Market Review Date), the Rent will be reviewed by CPI in accordance with clause 2 of Schedule 9 of the existing lease. Market Review Date is 1 May 2024 (if the option is exercised).
Indemnity	The indemnities given by M&PS under the existing lease in favour of the Landlord remain in place for the extended term. See clause 41 of the existing lease which limits the indemnity under clause 41.1.1 to \$20 million in the aggregate and expires on expiry or earlier termination of the lease.
Tenant's notice address	The Tenant's notice address in Item 19 has been updated.
Landlord's notice address	The Landlord's notice address in Item 20 has been updated.
Costs	(a) Each party is responsible for their own legal fees and disbursements in respect of the preparation, negotiation and execution of the Document Enclosed. (b) M&PS must pay the registration fees on the Document Enclosed.