

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



**AG5488L**

**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

**(A) TORRENS TITLE**

Property leased

Land: Folio Identifier 53/787143

Premises: Lease folios 103/LF49 and 104/LF49 known as Levels 8 & 9 of the building known as Gateway, 1 Macquarie Place, Sydney (having an area of approximately 2,311.1 square metres)

**(B) LODGED BY**

Document Collection Box	Name, Address or DX, Telephone, and Customer Account Number if any	CODE
<b>698B</b>	DibbsBarker DX 101 Sydney Reference: SJA:3561196 (16256731)	L
	LLPN: 123513F Tel: (02) 8233 9500	

**(C) LESSOR**

PERPETUAL TRUSTEE COMPANY LIMITED ABN 42 000 001 007 ("Landlord")

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

**(D)**

Encumbrances (if applicable):

**(E) LESSEE**

THE UNIVERSITY OF WOLLONGONG ABN 61 060 567 686 ("Tenant")

**(F)**

TENANCY:

OFF L 2207231(103)

- (G)**
- TERM** Ten (10) years
  - COMMENCING DATE** 1 March 2011
  - TERMINATING DATE** 28 February 2021
  - With an **OPTION TO RENEW** for a period of N.A. set out in clause N.A. of N.A.
  - With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
  - Together with and reserving the **RIGHTS** set out in clause N.A. of N.A.
  - Incorporates the provisions or additional material set out in **ANNEXURE(S)** "A" & "B" hereto.
  - Incorporates the provisions set out in N.A. with the Land and Property Management Authority as No. N.A.
  - The **RENT** is set out in item No. 5 of the Information Table in Annexure "A" hereto

*Richard...*

*[Signature]*

DATE 16 DECEMBER 2010

(H) I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

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

Signature of witness:

Signature of lessor:

Name of witness:

Address of witness: FOR EXECUTION SEE ANNEXURE "A" HERETO

I certify that the person(s) signing opposite, with whom I am personally acquainted or as to whose identity I am otherwise satisfied, signed this instrument in my presence.

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

Signature of witness:

Signature of lessee:

Name of witness:

Address of witness: FOR EXECUTION SEE ANNEXURE "A" HERETO

(I) STATUTORY DECLARATION \*

I solemnly and sincerely declare that—

1. The time for the exercise of option to \_\_\_\_\_ in expired lease No. \_\_\_\_\_ has ended; and
2. The lessee under that lease has not exercised the option.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the Oaths Act 1900.

Made and subscribed at \_\_\_\_\_ on \_\_\_\_\_

in the State of New South Wales in the presence of—

Signature of witness:

Signature of lessor:

Full name of witness:

Address of witness:

Qualification of witness: [tick one]

Justice of the Peace

Practising Solicitor

Other qualified witness [specify]

\* As the Land and Property Management Authority may not be able to provide the services of a justice of the peace or other qualified witness, the statutory declaration should be signed and witnessed prior to lodgment.

**ANNEXURE A TO LEASE – INFORMATION TABLE AND AGREED TERMS****PARTIES: Perpetual Trustee Company Limited**

ABN 42 000 001 007

**(Landlord)****AND DEXUS Wholesale Property Limited**

ABN 47 006 036 442

**(Responsible Entity)****AND The University of Wollongong**

ABN 61 060 567 686

**(Tenant)****DATE: 16 DECEMBER 2010****Table of contents**

INFORMATION TABLE.....	8
AGREED TERMS .....	11
1. DEFINED TERMS & INTERPRETATION .....	11
1.1 Defined terms .....	11
1.2 Interpretation .....	17
2. DEMISE .....	18
3. RENT .....	18
3.1 Payment of Rent.....	18
3.2 Broken periods .....	18
3.3 Set Rent increases .....	18
4. OUTGOINGS AND OTHER PAYMENTS.....	18
4.1 Tenant's percentage.....	18
4.2 Tenant's Contribution to Outgoings .....	19
4.3 Payments on account of Tenant's Contribution .....	19
4.4 Payment by instalments .....	19
4.5 Subsequent Outgoings Years.....	19
4.6 Notice of actual Outgoings .....	19
4.7 Adjustments .....	19
4.8 Change of Lettable Area .....	19
4.9 Services outside hours .....	19
4.10 Cleaning Charge – Premises.....	20
4.11 Cleaning Cost – Building and Land .....	20
4.12 Services .....	20
5. PAYMENT REQUIREMENTS .....	20
5.1 Method of payment.....	20
5.2 No demand.....	21
5.3 Rent Day .....	21

5.4	Expiry or termination .....	21
5.5	GST indemnity.....	21
5.6	Interest on overdue money.....	21
6.	INSURANCES.....	22
6.1	Tenant to take out insurance.....	22
6.2	Effect on insurances.....	22
7.	INDEMNITIES AND RELEASES.....	23
7.1	Exclusion of Landlord's liability.....	23
7.2	Indemnities.....	23
7.3	Release of Landlord .....	23
7.4	Independent obligations .....	24
8.	USE.....	24
8.1	Permitted Use .....	24
8.2	Tenant to satisfy itself.....	24
8.3	No warranty as to use .....	24
8.4	Occupational Health & Safety .....	24
9.	TENANT'S ADDITIONAL OBLIGATIONS.....	25
9.1	Compliance with requirements .....	25
9.2	Other activities by the Tenant.....	26
9.3	Tenant's Employees and Agents.....	27
9.4	Reporting damage or loss .....	27
9.5	Directory boards.....	27
10.	CLEANING THE PREMISES .....	27
10.1	Tenant to keep clean.....	27
10.2	Landlord's cleaning service .....	28
11.	REPAIR AND TENANT'S WORKS .....	28
11.1	Landlord's approval .....	28
11.2	Tenant's works .....	28
11.3	Repair and replacement.....	29
12.	TRANSFER AND OTHER DEALINGS.....	29
12.1	Prohibited dealings.....	29
12.2	Transfer conditions.....	29
12.3	Change in control of Tenant: company.....	30
12.4	Change in control of Tenant: unit trust .....	30
12.5	Securities .....	31
13.	LANDLORD'S ADDITIONAL OBLIGATIONS AND RIGHTS.....	31
13.1	Quiet enjoyment .....	31
13.2	Airconditioning, lifts and security .....	31
13.3	Important Services .....	32
13.4	Landlord's rights.....	32
13.5	Landlord may enter .....	33

13.6	Prospective tenants or purchasers .....	33
13.7	Enforcing rights .....	33
13.8	To deal with the Land .....	34
13.9	Change of landlord .....	35
13.10	Landlord may rectify .....	35
13.11	Agents .....	35
13.12	Common Areas .....	36
13.13	Rules .....	36
13.14	Authority .....	36
13.15	Tenant's access to Premises.....	36
13.16	Condenser Water .....	36
14.	EXPIRY OR TERMINATION .....	37
14.1	Tenant to vacate.....	37
14.2	If Tenant's Property not removed .....	37
14.3	Forfeiture of Tenant's Property.....	37
14.4	Delivery of Keys .....	38
14.5	Payment in lieu of make good .....	38
15.	HOLDING OVER.....	41
15.1	Monthly tenancy .....	41
15.2	Conditions of monthly tenancy .....	42
16.	DAMAGE TO THE BUILDING OR PREMISES .....	42
16.1	Damage to the Building .....	42
16.2	Abatement of Rent and Tenant's Contribution.....	42
16.3	Dispute .....	42
16.4	Restoration notice .....	42
16.5	Tenant may terminate .....	43
16.6	Landlord may terminate.....	43
16.7	Termination on destruction.....	43
16.8	Release .....	43
17.	DEFAULT .....	43
17.1	Essential terms.....	43
17.2	Landlord's right to terminate .....	43
17.3	Recovery of money .....	44
17.4	Tenant acknowledgements .....	44
17.5	Repayment of Incentive.....	45
17.6	Interest .....	45
17.7	Landlord's rights not limited.....	45
17.8	Confidential information.....	46
17.9	Landlord's entitlement continues .....	46
18.	COSTS, CHARGES AND EXPENSES .....	46
18.1	Each party to pay to own costs.....	46

18.2	Tenant must pay.....	46
19.	NOTICES.....	47
19.1	Address for service.....	47
19.2	Method of service.....	47
20.	MISCELLANEOUS.....	47
20.1	Waiver and variation.....	47
20.2	No waiver.....	47
20.3	Approvals.....	47
20.4	Exclusion of statutory provisions.....	47
20.5	Prior breaches.....	48
20.6	Caveats.....	48
20.7	Warranties and undertakings.....	48
20.8	Counterparts.....	48
20.9	Severability.....	48
21.	BANK GUARANTEE.....	48
21.1	Tenant must deliver.....	48
21.2	Landlord may call on Bank Guarantee.....	48
21.3	Replacement or additional Bank Guarantee.....	49
21.4	Return of Bank Guarantee.....	49
21.5	Essential term.....	49
22.	SUPPLEMENTARY BANK GUARANTEE.....	49
22.1	Meaning of Supplementary Bank Guarantee.....	49
22.2	Tenant must deliver.....	49
22.3	Landlord may call on Supplementary Bank Guarantee.....	49
22.4	Replacement or additional Supplementary Bank Guarantee.....	49
22.5	Return of Supplementary Bank Guarantee.....	49
22.6	Essential term.....	50
23.	PERSONAL INFORMATION.....	50
23.1	Clause applies to individuals.....	50
23.2	Use and disclosure of personal information.....	50
23.3	Access to personal information.....	51
24.	LIMITATION OF LIABILITY.....	51
24.1	Responsible Entity.....	51
24.2	Perpetual as agent.....	51
24.3	Responsible Entity as principal.....	52
24.4	Limitation of Perpetual's liability.....	52
24.5	Limitation of Responsible Entity's liability.....	53
24.6	Override.....	53
24.7	Warranties of Responsible Entity.....	53
25.	LEVEL 8 BALCONY LICENCE.....	54
25.1	Licence.....	54

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25.2	Provisions of lease to apply.....	54
25.3	Rights in contract.....	54
25.4	Termination .....	54
25.5	Rules .....	54
25.6	Licence Fee.....	54
26.	EARLY POSSESSION.....	55
26.1	Definitions .....	55
26.2	Licence Period .....	55
26.3	Condition precedent to possession .....	55
	SCHEDULE 1 – RULES.....	56

# Information table

Date

16 DECEMBER 2010

## Parties

Name **Perpetual Trustee Company Limited** ACN 000 001 007

ABN 42 000 001 007

Short form name **Landlord**

Notice details c/- DEXUS Group  
 Level 9, 343 George Street  
 SYDNEY NSW 2000  
 Telephone: +61 2 9017 1100  
 Facsimile: +61 2 9017 1102  
 Attention: Property Manager

Name **DEXUS Wholesale Property Limited** ACN 006 036 442

ABN 47 006 036 442

Short form name **Responsible Entity**

Notice details c/- DEXUS Property Group  
 Level 9, 343 George Street  
 SYDNEY NSW 2000  
 Telephone: +61 2 9017 1100  
 Facsimile: +61 2 9017 1102  
 Attention: Property Manager

Name **The University of Wollongong**

ABN 61 060 567 686

Short form name **Tenant**

Notice details UNIVERSITY OF WOLLONGONG  
 LEVEL 1, ADMINISTRATION, BUILDING 36  
 NORTHFIELDS AVENUE  
 WOLLONGONG NSW 2520

Telephone:

Facsimile: + 61 2 4221 5700

Attention: DEPUTY VICE PRINCIPAL (FINANCE + IT)

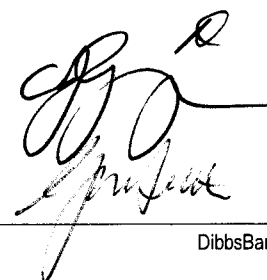


## Items

<b>Item 1</b> (definition of Trust in clause 1.1)	<b>Trust</b> Gateway Trust				
<b>Item 2</b> (definition of Building, Land and Premises in clause 1.1)	<p>(a) <b>Building</b> Gateway, 1 Macquarie Place, Sydney</p> <p>(b) <b>Land</b> The whole of the land in folio 53/787143</p> <p>(c) <b>Premises</b> Levels 8 and 9, Gateway, 1 Macquarie Place, Sydney</p>				
<b>Item 3</b> (definition of Commencing Date in clause 1.1)	<b>Commencing Date</b> 1 March 2011				
<b>Item 4</b> (definition of Expiry Date in clause 1.1)	<b>Expiry Date</b> 28 February 2021				
<b>Item 5</b> (definition of Rent in clause 1.1)	<b>Rent</b> \$500.00 per square metre per annum (plus GST)				
<b>Item 6</b> (definition of Rent Day in clause 1.1 and clause 2)	<b>Day of month on which Rent instalments are due</b> The first day on each month except for the first Rent Day which will be the Commencing Date				
<b>Item 7</b> (definition of Rent Review Date and CPI Adjustment Date in clause 1.1 and clauses 3.3 and 4)	<p><b>Dates and types of review</b></p> <table border="0"> <thead> <tr> <th>Date</th> <th>Type</th> </tr> </thead> <tbody> <tr> <td>Each anniversary of the Commencing Date</td> <td>Fixed Increase of 4%</td> </tr> </tbody> </table>	Date	Type	Each anniversary of the Commencing Date	Fixed Increase of 4%
Date	Type				
Each anniversary of the Commencing Date	Fixed Increase of 4%				
<b>Item 8</b> (definition of Outgoings Year in clause 1.1 and clause 4)	<b>Outgoings Year</b> 30 June				
<b>Item 9</b> (clause 4)	<b>Tenant's percentage of Outgoings</b> At the Commencing Date the Tenant's percentage of Outgoings is 5.36%. This percentage is subject to change – see clause 4.8.				

Handwritten signatures and initials, including a large 'R' and a signature that appears to be 'Dibbs Barker'.

<b>Item 10</b> (definition of Cleaning Charge in clause 1.1 and clauses 4.10)	<b>Cleaning Charge</b> \$9.84 per square metre per month (plus GST)
<b>Item 11</b> (clauses 5.6, 17.3 and 17.6)	<b>Interest rate</b> 2% above the Commonwealth Bank's Overdraft Reference Rate
<b>Item 12</b> (clause 6)	<b>Public liability insurance</b> \$20 million
<b>Item 13</b> (definition of Permitted Use in clause 1.1 and clause 8)	<b>Permitted Use</b> Tertiary educational uses of an academic nature including classrooms
<b>Item 14</b> (clauses 4.9 and 13.2)	<b>Building Service Hours</b> From 7.00am to 6.00pm Monday to Friday excluding public holidays
<b>Item 15</b> (definition of Bank Guarantee in clause 1.1 and clause 21)	<b>Bank Guarantee</b> An amount equal to 6 months of Rent and Tenant's Contribution (plus the GST on those amounts) to be applicable as at the start of the first year of the Term. At the Commencing Date the amount is \$864,351.40.



# Agreed terms

## 1. DEFINED TERMS & INTERPRETATION

### 1.1 Defined terms

The following definitions, together with those in the Information table, apply unless the contrary intention appears.

**Authority** means any government department, local council, government or statutory authority, public or private utility or other public or private body, which has jurisdiction, powers, duties or a right to impose a requirement (including a requirement that its consent or permit be obtained) or charge a fee in connection with the Premises, the Building, the Services or the Land.

**Bank Guarantee** means an irrevocable and unconditional undertaking from a major Australian trading bank approved by the Landlord (acting reasonably) which does not specify an expiry date and which is otherwise on terms acceptable to the Landlord (acting reasonably) carrying on business in Sydney requiring the bank to pay on demand, whether by one or more requests, the amount in Item 15 (or any replacement or addition to it under clause 21).

**Base Building Configuration** means the nature, location and reticulation of Services in the Premises and the Building required to achieve:

- (a) the even distribution of Services throughout the Premises and the Building;
- (b) a consistent approach to the design of Services in the Premises and the Building; and
- (c) compliance with the statutory regulations and codes applicable to the Premises and the Building.

**Building** means the commercial office building in Item 2(a) and all other improvements (other than the Tenant's Property) on the Land.

**Building Service Hours** means the hours in Item 14.

**Business Day** means a day that is not a Saturday, Sunday or public holiday in the State.

**Cleaning Charge** means the monthly amount set out in Item 10 as varied under this Lease being the Landlord's cost of providing a cleaning service to the Premises and removing refuse from the Premises.

**Commencing Date** means the commencing date in Item 3.

**Common Areas** means those parts of the Land or the Building which the Landlord intends for common use.

**Expiry Date** means the terminating date specified in Item 4 or the end of any period of holding over under clause 15, as appropriate.

**Condition Report** means the reports from SGA Property Consultancy Pty Ltd ABN 53 103 479 992 commissioned jointly by the Landlord and the Tenant at the Landlord's cost documenting:

- (a) the condition of Level 8 of the Premises on or about the date the Tenant was first given access to Level 8; and
- (b) the condition of Level 9 of the Premises on or about the date of completion of the Upgrade Works.

**Fitout Deed** means the fitout and incentive deed entered into by the parties on or about the date of this Lease.

**GST Amount** means, in relation to a Taxable Supply, the amount of GST payable in respect of that Taxable Supply.

**GST Law** has the meaning given by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), or, if that Act does not exist, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act.

**Hazardous Materials** means any substance, gas, liquid, chemical, mineral or other physical or biological matter which is or may become toxic, flammable, inflammable or which is otherwise harmful to the environment or any life form or which may cause pollution, contamination or any hazard or increase in toxicity in the environment or may leak or discharge or otherwise cause damage to any person, property or the environment.

**Important Service** means:

- (a) any lift that services the Premises; and
- (b) the provision of condenser water to the Premises under clause 13.16.

**Incentive** means anything the Landlord gives to or at the direction of the Tenant to induce it to sign this Lease, including any inducement, incentive or concession of any kind however named or structured, including any premium or capital payment, any period of abatement or reduction of rent or other payments, the payment of or contribution to the cost of fitout of the Premises or the provision of a fitout of a quality or standard different or superior to that of the fitout of comparable premises.

**Information table** means the part of this Lease described as 'Information table'.

**Input Tax Credit** has the meaning given by the GST Law and a reference to an Input Tax Credit entitlement of a party includes an Input Tax Credit for an acquisition made by that party but to which another member of the same GST Group is entitled under the GST Law.

**Insolvency Event** means the happening of any of these events:

- (a) an application is made to a court for an order which is not set aside within 14 days after the application is made or an order is made that a body corporate be wound up;
- (b) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of a body corporate which is not set aside within 14 days after the application is made, or one of them is appointed, whether or not under an order;
- (c) a body corporate is deregistered or a notice of intention to procure or an application for deregistration of the body corporate is made by any person or by the Australian Securities and Investments Commission;

- (d) except to reconstruct or amalgamate while solvent on terms approved by the Landlord (acting reasonably), a body corporate enters into, or resolves to enter into, a scheme of arrangement or composition with, or assignment for the benefit of, all or any class of its creditors, or it proposes a reorganisation, moratorium or other administration involving any of them;
- (e) a body corporate resolves to wind itself up, or otherwise dissolve itself, or gives notice of intention to do so, except to reconstruct or amalgamate while solvent on terms approved by the Landlord (acting reasonably) or is otherwise wound up or dissolved;
- (f) a body corporate is or states that it is insolvent;
- (g) as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth), a body corporate is taken to have failed to comply with a statutory demand;
- (h) a body corporate is, or makes a statement from which it may be reasonably deduced by the Landlord that the body corporate is, the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001* (Cth);
- (i) a body corporate takes any step to obtain protection or is granted protection from its creditors, under any applicable legislation or an administrator is appointed to a body corporate;
- (j) a person becomes an insolvent under administration as defined in section 9 of the *Corporations Act 2001* (Cth) or action is taken which could result in that event; or
- (k) anything analogous or having a substantially similar effect to any of the events specified above happens under the law of any applicable jurisdiction and including deregistration or dissolution.

**Institute** means the Australian Property Institute Inc. (New South Wales Division).

**Item** means an item in the Information table.

**Land** means the land described in Item 2(b), on which the Building is situated.

**Landlord's Property** means all plant, equipment, fixtures, fittings, furniture, furnishings and other property which the Landlord provides in the Premises.

**Lettable Area** means the net lettable area calculated by the Landlord's surveyor using the most recent edition of the Property Council of Australia Limited's method of measurement.

**Loss of Bargain Damage** means the amount being the difference between:

- (a) all money which would have been received or recovered by the Landlord from the Tenant under this Lease for the period of the Term remaining after termination of this Lease had it been fully performed by the Tenant; and
- (b) the money which the Landlord, using its reasonable endeavours, is likely to receive from the Premises from a replacement tenant for the period of the Term of this Lease remaining after the termination of this Lease after allowing for any actual or anticipated vacancy during the letting up period and any abatement, concession, incentive or inducement in any form which

has been or may be paid, allowed or conceded by the Landlord to obtain that sum of money,

where in each case that money is discounted back to a net present value calculated at the date of termination of this Lease by applying a discount rate equivalent to the rate (expressed as a percentage per annum) of the Commonwealth Bond 10 year Indicator Rate published in the Australian Financial Review or elsewhere on the date of that termination or, if that rate is not published at that date, by applying a published rate which equates most closely to it.

**Make Good** means to:

- (a) remove from the Premises, the Building and the Land all fitout, fixtures, fittings, furnishings, cables, conduits and wires installed in the Premises before, on or after the Commencing Date by or on behalf of the Tenant or the Tenant's Employees and Agents whether or not the Landlord contributed to the cost of installing that item; and
- (b) remove all Tenant's Property from the Premises, the Building and the Land; and
- (c) properly repair any damage caused by the removal of things referred to in paragraphs (a) and (b) of this definition from the Premises, the Building and the Land; and
- (d) reinstate the structure of any part of the Premises which has been penetrated by the Tenant or the Tenant's Employees and Agents or any previous occupier of the Premises or by the Landlord (or a predecessor) on behalf of the Tenant; and
- (e) reinstate the Premises and the Services benefiting the Premises to the Base Building Configuration and leave them free from damage and in good repair and condition, having regard to the Tenant's obligations under this Lease, clean and free from rubbish and in a safe condition; and
- (f) repair any damage to the ceiling grid, supports and ceiling tiles (other than by fair wear and tear); and
- (g) remove any non-carpet floor coverings and reinstate the floor slab to a level and smooth surface; and
- (h) to the extent damaged beyond fair wear and tear, repair any damage to the carpet in the Premises; and
- (i) thoroughly clean the Premises, professionally steam clean any carpet or other floor coverings that the Landlord does not require to be removed or replaced, professionally clean all light fittings, replace all light globes and remove all rubbish, waste and materials brought onto or left in or about the Premises, the Building or the Land by the Tenant or the Tenant's Employees and Agents; and
- (j) wash down the inside surfaces of the Premises; and
- (k) replace curtains, blinds and other furnishings and decorations which are damaged other than by fair wear and tear.

**Outgoings** means all amounts properly paid or payable by the Landlord for an Outgoing Year in connection with the Land or the Building including:

- (a) rates and other charges imposed by any Authority and levies and charges imposed under strata, community title or similar legislation and land taxes; and
- (b) taxes (except income or capital gains tax), levies, imposts, deductions, charges, withholdings and duties imposed by any Authority; and
- (c) insurance which the Landlord reasonably considers is appropriate (excluding for loss of rent); and
- (d) cleaning the Land and the Building (including the Common Areas but excluding those parts of the Building which are let) and keeping them free of vermin and refuse and supplying items usually supplied in washrooms and toilets; and
- (e) indoor and outdoor gardening and landscaping of the Building and areas near it; and
- (f) building staff, caretaking services, security and regulating traffic; and
- (g) management and administration; and
- (h) subject to paragraph (n), supplying, maintaining, repairing and replacing Services and upgrading them to comply with the requirements of Authorities and all laws; and
- (i) charges for the supply of Services which are not separately metered to an occupier, including usage charges; and
- (j) repairs, redecoration and maintenance which no occupier is obliged to do; and
- (k) the provision and upkeep of signs and directory boards and information systems,
- (l) other services now or in the future provided by the Landlord for the use or benefit of occupants of the Building which are consistent with services provided for other buildings in the Central Business District of Sydney comparable to the Building; and
- (m) the cost of auditing the amount of Outgoings for an Outgoings Year;

but excluding:

- (n) any liability or expenditure of a structural or capital nature including the installation of structural or capital items;
- (o) any strata or other levies attributable to expenditure of a structural or capital nature;
- (p) any ground rent payable by the Landlord for the Land;
- (q) any interest, fees, charges, costs or penalties incurred as a result of late payment by the Landlord;
- (r) finance and holding costs;
- (s) loss of roof insurance;
- (t) any rates or charges which are in the nature of income tax;

- (u) any costs for the provision of security which was required as a result of an act or omission of the Landlord;
- (v) any costs of major landscaping works; or
- (w) any repairs the carrying out of which is covered under any warranty or defect rectification agreement.

If the Building or the Land has sections which are used for purposes in addition to commercial office premises, then the Landlord may (acting reasonably) apportion which proportion of the Outgoings will be referable to the section to which the Premises belong and this amount is to be the amount represented by 'A' in the definition of Tenant's Contribution.

**Outgoings Year** means the 12 month period ending on the date specified in Item 8 in each year or on another day specified in a notice which the Landlord gives to the Tenant.

**Permitted Use** means the use in Item 13.

**Premises** means (except when measuring the Lettable Area) that part of the Building described in Item 2(c), the boundaries of which are:

- (a) the inside surface of the walls (under any paint or wall covering); and
- (b) the lower surface of the soffit (above any false or suspended ceiling); and
- (c) the upper surface of the floor (under any floor covering).

The Premises include the Landlord's Property.

**President** means the President of the Royal Australian Institute of Architects (State Chapter).

**Private Facilities** means any executive bathrooms, shower facilities or kitchen/servery areas in the Premises.

**Related Licence** means any car parking licence, signage licence, naming rights licence, storage licence, communication site licence or other licence entered into by the Tenant as licensee in conjunction with this Lease.

**Rent** means the yearly amount in Item 5 as varied under this Lease.

**Rent Day** means the Commencing Date and, for each subsequent month, the day in Item 6.

**Rules** means the rules of the Building set out in Schedule 1 as varied or added to under this Lease.

**Services** means services (such as water, sewerage, drainage, gas, electricity, communications, fire fighting, air conditioning, lifts and escalators) to or of the Building or any premises in it or the Land, which are provided by Authorities, the Landlord or any person authorised by the Landlord and includes all plant and equipment in connection with them.

**State** means the State or Territory in Australia in which the Premises are located.

**Taxable Supply** has the meaning given by the GST Law, excluding the reference to section 84-5 of the *A New Tax System (Goods and Services Act) 1999* (Cth).

**Tenant's Business** means the business carried on from the Premises.



**Tenant's Contribution** means for an Outgoings Year:

$$\frac{TP \times N \times A}{Y}$$

where:

- TP = the percentage in Item 9 as varied under this Lease  
 N = the number of days of the Term in that Outgoings Year  
 A = the Outgoings for that Outgoings Year  
 Y = the number of days in that Outgoings Year

**Tenant's Employees and Agents** means each of the Tenant's employees, officers, agents, contractors and invitees.

**Tenant's Property** means all property on the Premises which is not Landlord's Property or Services.

**Term** means the period from and including the Commencing Date to and including the Expiry Date.

**Trust** means the trust in Item 1.

**Upgrade Works** has the meaning given to it in the Fitout Deed.

**Valuer** means a person appointed under this Lease who, as at the date of the appointment, must:

- (a) have practised as a valuer for not less than 5 years in the Central Business District of Sydney;
- (b) be a member of the Institute; and
- (c) be registered to practise as a valuer of the kind of premises as the Premises.

## 1.2 Interpretation

Unless the contrary intention appears:

- (a) the singular includes the plural and vice versa;
- (b) **person** includes a firm, a body corporate, an unincorporated association or an Authority;
- (c) an agreement, representation or warranty:
  - (i) in favour of two or more persons, is for the benefit of them jointly and severally; and
  - (ii) on the part of two or more persons, binds them jointly and severally; and
- (d) a reference to:
  - (i) **this Lease** in this document or any annexure or schedule to this document is a reference to the lease constituted by this document and each of those annexures and schedules; and

- (ii) a **person** includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns; and
  - (iii) a **document** includes any variation or replacement of it; and
  - (iv) a **law** includes regulations and other instruments under it and amendments or replacements of any of them; and
  - (v) a **thing** includes the whole and each part of it collectively and each of them individually; and
  - (vi) a **group of persons** includes all of them collectively, any two or more of them collectively and each of them individually; and
  - (vii) the **president** of a body or Authority includes any person acting in that capacity; and
  - (viii) **Guarantor** is a reference to all of the persons named as Guarantor jointly and each of them severally. An agreement, representation, warranty or indemnity on the part of the Guarantor binds the persons named as Guarantor jointly and each of them severally; and
- (e) **including** (in any form) or **such as** when introducing a list of items does not limit the meaning of the words to which the list relates to those items or to items of a similar kind.

## 2. DEMISE

The Landlord leases the Premises to the Tenant for the Term on the terms of this Lease.

## 3. RENT

### 3.1 Payment of Rent

The Tenant must pay the Rent by equal monthly instalments in advance on each Rent Day.

### 3.2 Broken periods

If an instalment is for a period of less than one month, then that instalment is that proportion of one twelfth of the Rent which the number of days in the period bears to the number of days in the month in which that period begins.

### 3.3 Set Rent increases

If dates and amounts or percentages are set out in Item 7, then the Rent increases from and including each of those dates by the amount or the percentage set out against the date.

## 4. OUTGOINGS AND OTHER PAYMENTS

### 4.1 Tenant's percentage

The Tenant's percentage of Outgoings specified in Item 9 is calculated as the proportion (expressed as a percentage) that the Lettable Area of the Premises bears to the Lettable Area of the Building at the Commencing Date.

#### **4.2 Tenant's Contribution to Outgoings**

The Tenant must pay the Tenant's Contribution for each Outgoings Year within 14 days after notice is given under clause 4.6.

#### **4.3 Payments on account of Tenant's Contribution**

The Landlord may give the Tenant a notice for each Outgoings Year stating the Landlord's estimate of the Outgoings and the Tenant's Contribution for that Outgoings Year. The Landlord may revise that estimate at any time.

#### **4.4 Payment by instalments**

If the Landlord gives a notice under clause 4.3, the Tenant must pay instalments in advance on each Rent Day on account of the Tenant's Contribution. Each instalment must be equal to the Landlord's estimate of the Tenant's Contribution for the Outgoings Year divided by the number of Rent Days (excluding the Commencing Date) in that Outgoings Year.

#### **4.5 Subsequent Outgoings Years**

In each Outgoings Year after the first, until the Landlord gives the Tenant a notice of the Landlord's estimate for that Outgoings Year, the Tenant must pay on each Rent Day, on account of the Tenant's Contribution, an instalment equal to that payable on the previous Rent Day.

#### **4.6 Notice of actual Outgoings**

As soon as practicable after the end of an Outgoings Year, the Landlord must give to the Tenant an audited statement of the actual Outgoings for that Outgoings Year.

#### **4.7 Adjustments**

On the next Rent Day after the Landlord gives the Tenant a notice of either estimated (including any revision) or actual Outgoings, the Tenant must pay the Landlord (or the Landlord must credit the Tenant with) the difference between what the Tenant has paid on account of the Tenant's Contribution for the Outgoings Year to which the notice applies and what the notice says is payable.

#### **4.8 Change of Lettable Area**

(a) If the Lettable Area of the Building, the Premises or the floor on which the Premises are situated has changed or has been calculated incorrectly, the Landlord may change the percentage in Item 9 by giving the Tenant a notice that the percentage is changed and from what date together with an appropriate survey or other reasonable evidence as to the calculation of the percentage.

(b) If clause 4.8(a) applies, then the percentage in item 9 is to be the proportion (expressed as a percentage) that the Lettable Area of the Premises bears to the changed Lettable Area of the Building.

#### **4.9 Services outside hours**

If, at the Tenant's request, the Landlord makes Services (such as airconditioning) available to the Land, the Building or the Premises outside the Building Service Hours then the Tenant must pay the Landlord's costs, charges and expenses of making the Services available within 14 days after the Landlord asks the Tenant for payment. The Tenant acknowledges that if the Tenant makes a request for

airconditioning to be made available outside the Building Service Hours, the airconditioning will only be made available on a whole floor basis and for a minimum of two hours.

#### **4.10 Cleaning Charge – Premises**

- (a) The Tenant must pay the Cleaning Charge in advance to the Landlord on each Rent Day. If any period between Rent Days (or between the last Rent Day and the Expiry Date) is less than a month, the Tenant must pay that proportion of the Cleaning Charge which the number of days in that period bears to the number of days in the month in which that period begins.
- (b) If the Landlord's costs of making a cleaning service available to the Premises and removing refuse from them increases, then the Landlord may give a notice to the Tenant informing it of the increased Cleaning Charge and the Rent Day from which it is payable. The Tenant must pay the increased Cleaning Charge from that Rent Day.
- (c) If the Rent Day from which the increased Cleaning Charge applies is before the date the Tenant receives the Landlord's notice, then on the next Rent Day after it receives the notice the Tenant must pay the Landlord the difference between what the Tenant has paid as Cleaning Charge from and including the Rent Day from which the increased Cleaning Charge applies to but excluding the next Rent Day after the Tenant receives the notice and what the Tenant should have paid.

#### **4.11 Cleaning Cost – Building and Land**

- (a) The Tenant acknowledges that the Landlord may elect to charge that part of the Outgoings comprising cleaning costs for the Building or the Land (including the Common Areas) separately from the Outgoings.
- (b) If the Landlord makes an election under clause 4.11(a), clauses 4.1 to 4.8 apply in respect of that part of the Outgoings comprising cleaning costs for the Building or the Land (including the Common Areas) with such adjustments as are necessary to make these clauses applicable to the cleaning costs of the Building or the Land.

#### **4.12 Services**

- (a) The Tenant must pay for all services (eg electricity, gas, telephone and water) provided to the Premises.
- (b) If the Premises are not separately metered, the Landlord must have meters installed at the Premises at the Landlord's cost.

### **5. PAYMENT REQUIREMENTS**

#### **5.1 Method of payment**

The Tenant must make payments under this Lease to the Landlord (or to a person nominated by the Landlord in a notice to the Tenant) by the method which the Landlord reasonably requires (including by electronic funds transfer) without set-off, counterclaim, withholding or deduction. The Tenant is not required to make any payment by direct debit.

