

THIS IS THE ANNEXURE TO A LEASE BETWEEN <> (Lessor) AND <> (Lessee) FOR  
UNIT <> BLOCK <> SECTION <> DIVISION <>  
DATED: 2003

---

### SCHEDULE

---

ITEM 1 INITIAL RENT: <> per year (inclusive of the Goods and Services Tax @10%) by monthly payments of <> in advance by Electronic Funds Transfer commencing on the commencement of the term and then on the 1st day of each month

RENT REVIEW DATES & HOW RENT IS REVIEWED:

On 1 July 2004 - CPI rent for the period commencing on that date to and including 30 June 2005 monthly in advance by Electronic Funds Transfer on the 1st day of each month

On 1 July 2005 - CPI rent for the period commencing on that date to and including 30 June 2006 monthly in advance by Electronic Funds Transfer on the 1st day of each month

If Option is exercised -

On 1 July 2006 to market rent

On 1 July 2007 to CPI rent

On 1 July 2008 to CPI rent

---

ITEM 2 OUTGOINGS THAT MAY BE RECOVERED BY THE LESSOR ARE ('RECOVERABLE OUTGOINGS'): General rates, water & sewerage rates and charges, land tax, levies determined by the Owners Corporation by way of contributions from its members for the corporation's general funds.

HOW THE AMOUNT OF THE RECOVERABLE OUTGOINGS WILL BE WORKED OUT AND APPORTIONED TO THE TENANT: The Lessee is liable for 100% of the increase (if any) in the recoverable outgoings above the year ending 30 June 2003.

HOW RECOVERABLE OUTGOINGS OR PART OF THEM MAY BE RECOVERED BY THE LESSOR FROM THE LESSEE: Within 30 days of written demand by the Lessor.

---

ITEM 3 BOND: Two (2) months' gross initial rent

---

ITEM 4 INTEREST PAYABLE: 12% per year calculated daily

---

ITEM 5 PERMITTED USE OF PREMISES: Professional Offices only

---

ITEM 6 AMOUNT OF PUBLIC RISK INSURANCE: Not less than \$10,000,000.00

---

ITEM 7 OPTION: From and including 1 July 2006 to and including 30 June 2009

THIS IS THE ANNEXURE TO A LEASE BETWEEN ◇ (Lessor) AND ◇ (Lessee) FOR  
UNIT ◇ BLOCK ◇ SECTION ◇ DIVISION ◇  
DATED: 2003

---

ITEM 8 GUARANTOR(S): Not applicable

## DEFINITIONS & INTERPRETATION

1. a. Words below have the meaning they have in the *Leases (Commercial and Retail) Act 2001* ("Act") in force from time to time -

bond, initial rent, lessor, market rent, option, recoverable outgoings, rent review, tenant

- b. Other words used in this Lease have the following meanings -

"CPI rent" - rent adjusted according to the following Consumer Price Index formula:

$$\frac{\text{NCPI}}{\text{OCPI}} \times \text{OR} = \text{NR}$$

Where:

NR is the yearly rent payable from a rent review date

OR is the yearly rent payable by the Lessee during the period immediately preceding the rent review date

NCPI is the last published Consumer Price Index before to the review date; and  
OCPI is the Consumer Price Index published for the corresponding period in the previous year

"Consumer Price Index" is the Consumer Price Index for Canberra (All Groups) published by the Australian Statistician and if it is not published, then it means such other index figure or statistic published at those dates which reflects fluctuations in the cost of living in Canberra.

"essential terms" - those clauses marked with an \*

"Guarantor" - the person named in Schedule Item 8 and includes the executors, administrators, successors and assigns of the Guarantor

"Lessee" - same as "tenant"

"Lessor" - includes agents of the Lessor

"Minister" - the Minister or authority administering the Land (Planning & Environment) Act 1991

"month" - a calendar month

"Owners Corporation" - same as in *Unit Titles Act 2001*

"person" - includes a corporation

"premises" - the area being leased described on the front page

"rent" - initial rent and reviewed rent

"reviewed rent" - rent payable after initial rent

"Lessee's fittings" - installations by the Lessee in the premises

"term" - includes any holding over period

- c.
  - i. Singular or plural words include the plural and singular.
  - ii. Male gender includes the female and neuter gender and a body corporate.
  - iii. The liability of parties is joint and individual.
- d. If the term of this Lease
  - i. does not commence on the first day of a month or
  - ii. does not expire on the last day of a month

then any money payable from commencement to the first day of the next month or from the first day of the last calendar to the expiry of the term is a proportion of the rent then payable as the number of those days bears to 365.

- e. Headings are included for convenience only and do not affect the construction of this Lease.

## LESSEE'S OBLIGATIONS & RIGHTS

- 2.\* The Lessee must
- a. pay the rent described in Schedule Item 1 to the Lessor or as the Lessor directs;
  - b. pay to the Lessor recoverable outgoings regarded as recoverable from the Lessee. These recoverable outgoings, how the amount of those recoverable outgoings will be determined, how they will be apportioned to the tenant and how those recoverable outgoings or any part of them may be recovered by the Lessor from the Lessee is described in Schedule Item 2;
  - c. on or before this Lease is made, pay the bond described in Schedule Item 3;
  - d. pay registration fees to register this Lease; and
  - e. pay interest on any amount of money not paid within 14 days of its due date from the day it was due to and including the day it is paid. The interest payable is described in Schedule Item 4.
3. The Lessee's obligation to pay rent and other money continues after the term until repairs required to be performed by the Lessee to the premises are properly completed.
4. The Lessee must not -
- a.\* make or permit any alterations or additions to the premises without first obtaining the Lessor's written consent;
  - b. display or allow any advertisement or sign to be displayed on the premises without first obtaining the Lessor's written consent;
  - c.\* mortgage, transfer, sublease, licence or part with possession or share with any other person the premises without first obtaining the Lessor's written consent;
  - d.\* use or allow the premises to be used for any purpose other than that described in Schedule Item 5;
  - e.\*
    - i. conduct or allow on the premises any noxious, noisy, dangerous or offensive business or process or
    - ii. bring or allow to be brought to the premises, any building on the land or the land
      - (1) any substance or article or in a quantity which may be or may become a nuisance, annoyance or cause damage to the other persons; or

- (2) which may effect the Lessor's or Lessee's insurance policies for the premises, any building on the land or the land.

5. The Lessee must -

- a.\* keep the premises clean and comply with all health laws;
- b.\* at the Lessee's expense keep the premises in good repair subject to their condition at the commencement of this Lease except any damage due to fair wear and tear or by fire, storm, tempest, lightning, flood or earthquake;
- c.\* on commencement and during the term of this Lease, have insurance in the joint names of the Lessee and the Lessor in respect of the premises for
  - i. repair and replacement of all glass of the premises; and
  - ii. a public risk policy for an amount described in Schedule Item 6;
- d. when required by the Lessor produce to the Lessor the policies referred to in the previous sub-clauses and their renewals;
- e.\* allow the Lessor and any person authorised by the Minister to enter the premises at all reasonable times and inspect the premises;
- f.\* allow the Lessor to enter the premises at any reasonable time
  - i. to perform repairs to the premises which are not required to performed by the Lessee; and
  - ii. to perform repairs to other parts of the building;
- g. take all reasonable precautions against the outbreak of fire in the premises;
- h. immediately notify the Lessor if a fire occurs in the premises which causes damage to the premises;
- i. at the expiration of the term or other determination of this Lease
  - i. at the Lessee's expense return the premises in good repair subject to their condition at the commencement of this Lease except any damage due to fair wear and tear or by fire, storm, tempest, lightning, flood or earthquake;
  - ii. immediately remove the Lessee's fittings; and
  - iii. repair any damage caused by the removal of the Lessee's fittings

immediately or within such period as the Lessor allows in writing. If the Lessee fails to repair, the Lessor may after notifying its intention, repair the damage and the Lessee must pay to the Lessor on demand the amount of such damage; and

- j. indemnify the Lessor
  - i. against all claims arising out of any
    - (1) injury to; or
    - (2) property damage

suffered by the Lessee or others while on or entering the premises but the indemnity does not extend to injury or damage caused by or contributed to by the act, omission, neglect, breach or negligence of the Lessor, its contractors, employees or licensees; and

- ii. against any claim arising from a breach by the Lessee of the Crown or Unit Title Lease.

**LESSOR'S OBLIGATIONS AND RIGHTS**

6. The Lessor must
- a. so long as the Lessee pays on time the rent and any other money payable and performs and observes the terms of this Lease, allow the Lessee to peaceably possess and enjoy the premises for the term without any disturbance by the Lessor or any other person lawfully claiming through the Lessor;
  - b. unless insured by an Owners Corporation, keep the building insured against loss or damage by fire for its full replacement value; and
  - c. comply with all the requirements of the Act. Each of those requirements is incorporated into this Lease.
7. The Lessor may
- a. in a prominent position on the premises
    - i. during the last 3 months of the term display a sign advertising the premises for leasing; or
    - ii. at any time during the term display a sign advertising the premises for saleand the Lessee must during the period the sign is displayed allow prospective Lessees or buyers through the premises;
  - b. if the Lessee does not remove the Lessee's fittings at the expiration of the term or other determination of this Lease,
    - i. by notifying the Lessee in writing assume property in the Lessee's fittings and on notifying the property in the Lessee's fittings passes to the Lessor; or
    - ii. at the expense of the Lessee remove and dispose of the Lessee's fittings as the Lessor thinks fit.

**MUTUAL OBLIGATIONS, RIGHTS AND ACKNOWLEDGMENTS**

8. If the Lessee occupies the premises after the expiration of the term, the Lessee is a Lessee from month to month at the rent applicable immediately before the expiration of the term and otherwise on the same terms and conditions in this Lease. Such tenancy may be terminated by either party on 1 month's written notice to the other.
9. The bond will be repaid by the Lessor on or after the termination of the tenancy without any deduction, other than a deduction of an amount equal to the sum of the amounts (if any) -
  - a. owed by the Lessee by way of unpaid rent in respect of the premises and any goods leased with the premises and unpaid recoverable outgoings; and
  - b. necessarily expended in repairing or restoring the premises, or replacing , repairing or restoring goods leased with the premises, as a result of loss, damage or deterioration, other than fair wear and tear, occurring during the term of the tenancy and attributable to the act or default of the Lessee or of any other person on the premises or using the goods with the consent of the Lessee.
10.
  - a. Subject to the next subclause, the Lessee has an option for a lease for the term described in Schedule Item 7. The lease will be on substantially the same terms and conditions as this Lease except that it will not contain this clause.
  - b. To exercise the option, the Lessee must
    - i. at least 3 months before the expiration of this Lease request the lease by written notice and
    - ii. must not then be in breach of any of the Lessee's obligations under this Lease.
  - c. The rent payable under the new lease is described in Schedule Item 1.
11. The Lessor can enter and take possession of the premises or demand possession of the premises if
  - a. any money payable by the Lessee is not paid within 14 days of the day it is due; or
  - b. the Lessee repudiates this Lease by persistently refusing, without lawful excuse, or indicating an inability to observe or perform other terms of this Lease whether it is the time for observing or performing and fails to comply with a written notice requiring rectification of the breach within the time prescribed in the notice, such time to be not less than 14 days.

12. Essential terms must be strictly observed and performed by the Lessee. If they are not strictly observed or performed, the Lessor and the Lessee agree that -
  - a. the Lessor may end this Lease;
  - b. the Lessor is entitled to compensation to the time the lease is ended; and
  - c. provided the Lessor has properly mitigated its loss, the Lessor is also entitled to damages for the difference between
    - i. the amount which the Lessor would have received during the balance of the term of this Lease and
    - ii. the amount which the Lessor has in fact received or is capable of receiving during the balance of the term of this Lease.
  
13. The Lessor can recover damages if
  - a. the Lessee is in breach of an essential term even if the Lessor does not end this Lease;
  - b. the Lessee repudiates this Lease;
  - c. the Lessee otherwise breaches the terms of this Lease;
  - d. the Lessor ends this Lease by entering and taking possession of the premises or demands possession of the premises; or
  - e. the Lessee surrenders this Lease.

THIS IS THE ANNEXURE TO A LEASE BETWEEN ◊ (Lessor) AND ◊ (Lessee) FOR  
UNIT ◊ BLOCK ◊ SECTION ◊ DIVISION ◊  
DATED: 2003

---

**OTHER**

14. The covenants implied by the *Land Titles Act 1925* only apply to this Lease to the extent this Lease does not modify them.
15. The Lessee authorises the Lessor and its solicitor to complete any blanks in or make any formal correction to this Lease to obtain registration by the Registrar General.
- 16.\* The Lessee may not object to the Lessor mortgaging the premises, any building on the land or the land. If the Mortgagee's consent must be obtained to this Lease the Lessee must join in such consent.
- 17.\* If the Lessor wishes to subdivide the premises, any building on the land or the land, the Lessee must expeditiously sign and produce all documents that may be necessary for the Lessor to complete such subdivision.
18. If the Lessor wishes to take the action under the previous clause or becomes entitled to re-enter and take possession of the premises the Lessee by this Lease irrevocably appoints the Lessor to be the Lessee's lawful attorney for those purposes.
19. The terms and conditions contained in this Lease, unless the context requires otherwise, continue through the whole term.
20. This Lease is a deed for all purposes and is deemed to sealed even if it has not been registered.
21. Any notice, consent, approval or other communication to be given or served is valid if it
  - a. is signed by or for the Lessor or the Lessee and
  - b. sent in a prepaid letter addressed to the party at the usual or last known address of the party or left for the Lessee at the premises.
22. The parties acknowledge that rents described in this Lease are based on a 10% Goods and Services Tax (GST) and if the GST rate is changed, then rents must be adjusted according to that change.

THIS IS THE ANNEXURE TO A LEASE BETWEEN ◇ (Lessor) AND ◇ (Lessee) FOR  
UNIT ◇ BLOCK ◇ SECTION ◇ DIVISION ◇  
DATED: 2003

---

**GUARANTEE AND INDEMNITY**

23. In consideration of the Lessor at the Guarantor's request entering into this Lease the Guarantor -
- a. guarantees the payment of all moneys payable by the Lessee and the observance and performance by the Lessee of all terms and conditions of this Lease; and
  - b. indemnifies the Lessor against all losses and expenses which the Lessor may suffer as a result of any breach by the Lessee of any terms and conditions of this Lease.
24. The Guarantor agrees that the Guarantor remains liable to the Lessor even if
- a. the Lessor has exercised its rights under this Lease;
  - b. the Lessor gives the Lessee extra time to comply with or does not insist on strict compliance with the Lessee's obligations;
  - c. the Lessee has been wound up or declared bankrupt; or
  - d. this guarantee is wholly or partly unenforceable.

OUTGOINGS ANNEXURE

1. a. The Lessor must
  - i. (1) give the Lessee a written estimate ('estimate') of the outgoings the Lessee is required to contribute to under this Lease at least 1 month before the start of each accounting period of the Lessor during the term of this Lease; and
  - (2) make a written expenditure statement ('statement') available for examination by the Lessee within 1 month after the end of the accounting period it relates to.
  - ii. The estimate must itemise the outgoings using the same item descriptions used in the list of outgoings in the disclosure statement.
  - iii. The statement must contain details of expenditure by the Lessor for outgoings to which the Lessee contributes and must itemise the outgoings using the same item descriptions used in the list of outgoings in the disclosure statement.
  
2. a. The Lessor must -
  - i. give the Lessee a written report ('report') within 3 months after the end of the accounting period the report relates to; and
  - ii. the report must -
    - (1) be prepared by an auditor on a cash accounting basis, on accrual basis or to some other standard generally accepted by professional accountants; and
    - (2) contain details of the Lessor's spending on outgoings that the Lessee contributed to in the accounting period; and
    - (3) include a statement by the auditor about whether or not -
      - (a) the outgoings the Lessee contributed to were recoverable outgoings; and
      - (b) the outgoings the Lessee contributed to (that is, the estimated spending by the Lessor on outgoings for this Lease) was more than the amount spent by the Lessor on outgoings in the accounting period.
  
  - b. A report may relate to more than 1 Lessee provided that each Lessee it relates

to can work out from the report whether or not the amounts paid by the Lessee in relation to outgoings were recoverable outgoings.

- c. A report need not comply with sub-clause 2. a. (ii) (1) and (3) of this Outgoings Annexure if -
- i. the report only relates to any or all of the following outgoings:
- (1) water, sewerage and drainage rates and charges;
  - (2) other rates and statutory charges;
  - (3) insurance;
  - (4) a contribution paid to a corporation in accordance with a determination under the *Unit Titles Act 2001*, to the extent that the contribution is used, or is to be used, for an outgoing mentioned in subparagraphs (1) to (3); and
- ii. the report is accompanied by
- (1) copies of receipts for all expenditure by the Lessor mentioned in paragraph (i) (1) to (3); and
  - (2) if the report relates to an outgoing mentioned in paragraph (i) (4) - copy of the minutes of the owners corporation that state the extent to which the contributions to the general fund are to be, or have been, used for an outgoing mentioned in paragraph (i) (1) to (3), or equivalent evidence of the use of the contributions.
3. a. Within 3 months after the end of each period for which the Lessee contributes to outgoings under this Lease ('payment period'), there must be an adjustment between the Lessor and the Lessee to take account of an underpayment or overpayment (if any) by the Lessee in relation to the outgoings.
- b. The adjustment is the difference between -
- i. the amount paid by the Lessee for the estimated expenditure by the Lessor on outgoings during the payment period; and
  - ii. the amount spent by the Lessor for recoverable outgoings during the payment period to the extent that the Lessor properly and reasonably incurred the expenditure.
  - iii. If the Lessor is using an accrual method of accounting, a reference in subsection (b) (ii) to the amount spent by the Lessor during a period

THIS IS THE ANNEXURE TO A LEASE BETWEEN ◊ (Lessor) AND ◊ (Lessee) FOR  
UNIT ◊ BLOCK ◊ SECTION ◊ DIVISION ◊  
DATED: 2003

---

includes a reference to a debt accrued by the Lessor during the period.

4. The Lessee may pay or provide, and the Lessor may request or accept payment for, outgoings only if -
  - a. the outgoings relate to a period from or after the handing over of possession of the premises; and
  - b. unless otherwise agreed, any finish required under this Lease to be provided by the Lessor has been substantially provided.

THIS IS THE ANNEXURE TO A LEASE BETWEEN ◊ (Lessor) AND ◊ (Lessee) FOR  
UNIT ◊ BLOCK ◊ SECTION ◊ DIVISION ◊  
DATED: 2003

---

**CERTIFICATE PURSUANT TO S 30(5) OF  
LEASES(COMMERCIAL AND RETAIL) ACT 2001**

I, .....

of ..... certify that

1. I am the solicitor for the Lessee in relation to the granting of this Lease;
2. The Lessee is aware of the time limits under section 30 of the Leases (Commercial and Retail) Act 2001; and
3. The Lessee has chosen to waive the time limits.

.....  
Date:

THIS IS THE ANNEXURE TO A LEASE BETWEEN ◊ (Lessor) AND ◊ (Lessee) FOR  
UNIT ◊ BLOCK ◊ SECTION ◊ DIVISION ◊  
DATED: 2003

---

SIGNED by the Lessor )  
in the presence of: ) .....

.....

THE COMMON SEAL OF THE LESSEE )  
was affixed by authority of the Board of )  
Directors in the presence of: ) .....

.....