SEE A SOLICITOR ABOUT THIS LEASE

ANNEXURE A

Lessor: //1//
Lessee: //2//

This annexure consists of //15// pages.

**NOTE:** Any alterations and additions to Lease Covenants in Annexure B **must** be made by additional clauses in Annexure A. The printed clauses in Annexure B are to remain in their copyright form without alteration.

### SCHEDULE

<table>
<thead>
<tr>
<th>Item 1</th>
<th>Lessor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>//1// (ABN //1a//) of //1b//</td>
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<table>
<thead>
<tr>
<th>Item 2</th>
<th>Lessee</th>
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<tbody>
<tr>
<td></td>
<td>//2// (ABN //2a//) of //2b//</td>
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<table>
<thead>
<tr>
<th>Item 3</th>
<th>Guarantor</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>//9// (ABN //9a//) of //9b//</td>
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<tr>
<td></td>
<td>(Clauses 2.3 and 13.1)</td>
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<table>
<thead>
<tr>
<th>Item 4</th>
<th>Limit of guarantor’s liability</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>//16//</td>
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<tr>
<td></td>
<td>(Clauses 13.7)</td>
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</tbody>
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<table>
<thead>
<tr>
<th>Item 5</th>
<th>Property</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>//17//</td>
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</table>

<table>
<thead>
<tr>
<th>Item 6</th>
<th>Term</th>
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<tr>
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<td>//18//</td>
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</tbody>
</table>

Signature of lessor .................................................................

Signature of lessee .................................................................

Signature of guarantor .............................................................
### Item 13  Outgoings

*(Clause 5)*

Share of outgoings: //40//

Outgoings -

(a) local council rates and charges;

(b) water sewerage and drainage charges;

(c) land tax;

(d) insurance;

(e) all levies and contributions of whatsoever nature determined and/or levied by the owners corporation with the exception of any contribution to a sinking fund or special levy in respect of the strata scheme of which the property forms part (if applicable);

(f) (other): //41//

for the land or the building of which the property is part, fairly apportioned to the period of this lease.

### Item 14  Additional leased property

*(Clause 3)*  //42//

### Item 15  Interest rate

*(Clause 5.1.5)*  //43// %

### Item 16  Permitted use:

*(Clause 6.1)*  //44//

### Item 17  Amount of required public liability insurance

*(Clause 8.1.1)*  $ //45//

### Item 18  Bank Guarantee

*(Clause 16)*  //46//  months rent and the lessee’s proportion of outgoings increased by the rate of GST (expressed as a percentage) applicable from time to time.
Where the lessee has complied with Clause 10.3, and the lessor has not within 42 days after the request was made given notice in writing to the lessee either consenting or withholding consent, the lessor is taken to have consented.

The lessee has to pay in connection with any consent the lessor’s reasonable legal costs, the reasonable costs of obtaining any mortgagee’s consent, the stamp duty and the registration fee for the transfer.

**CLAUSE 11  LESSOR’S OTHER OBLIGATIONS**

**What are the lessor’s other obligations?**

So long as the lessee does all the things that must be done by the lessee under this lease the lessor must allow the lessee to possess and use the property in any way permitted under this lease without interference from the lessor, or any person claiming under the lessor or having superior title to the title of the lessor.

The lessor must pay all outgoings for the land or the building of which the property is part when they fall due.

If the property is part of a building owned or controlled by the lessor –

- the lessor must maintain in reasonable structural condition all parts of the building that the lessee can use under this lease; and
- if the property has facilities and service connections shared in common with other persons the lessor must –
  - allow reasonable use of the facilities and service connections including –
    - the right for the lessee and other persons to come and go to and from the property over the areas provided for access;
    - access by the lessee to service connections; and
    - the right for the lessee’s customers to park vehicles in any area set aside for customer parking, subject to any reasonable rules made by the lessor.
  - maintain the facilities and service connections in reasonable condition.

Where registration is necessary for the validity of this lease, the lessor must ensure that this lease is registered.

If a consent is needed for this lease, from someone such as a mortgagee or head lessor of the property, then the lessor must get the consent.

**CLAUSE 12  FORFEITURE AND END OF LEASE**

**When does this lease end?**

This lease ends –

- on the date stated in Item 8; or
- if the lessor lawfully enters and takes possession of any part of the property; or
- if the lessor lawfully demands possession of the property.