Lessor: //1//

Lessee: //2//

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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.
Item 9  Rent  
(Clauses 5)  
For the lease period:  
(a) From the commencement date to the first rent review date: $21/year by monthly instalments of $22/with the first payment due on 23/  
(b) Afterwards: At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.  
For the further period in Item 11A:  
(a) From the commencement date to the first rent review date: (for example: Current market rent) 24/  
(b) Afterwards: At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.  
For the further period in Item 11B:  
(a) From the commencement date to the first rent review date: (for example: Current market rent) 25/  
(b) Afterwards: At the new yearly rent beginning on each review date by monthly instalments of one twelfth of the new yearly rent.  

Item 10  Rent review  
(Clauses 5.4)  
Rent review date: 26/  
Method of rent review (Method 2 applies unless another method is stated): *27/ Method 1 - fixed amount or percentage; increase by (the increase should show percentage or amount): 27a/ *28/ Method 2 - Consumer Price Index *29/ Method 3 - current market rent*  

Item 11  Option to renew  
(Clauses 4)  
Item 11A. Further period of 30/ years from 31/ to 32/  
Item 11B. Further period of 33/ years from 34/ to 35/  
Item 11C. Maximum period of tenancy under this lease and permitted renewals: 36/  
Item 11D. First day option for renewal can be exercised: 37/  
Item 11E. Last day option for renewal can be exercised: 38/  

Item 12  GST  
(Clauses 15)  
Clause 15 provides for payment by the lessee of GST unless otherwise here indicated: 39/  

Item 13  Outgoings  
(Clauses 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  
(Clauses 3)  
42/  

Item 15  Interest rate  
(Clauses 5.1.5)  
43/%  

Signature of lessor …………………………………………………………………………………………………………………………………………………………………………  
Signature of lessee …………………………………………………………………………………………………………………………………………………………………………  
Signature of guarantor …………………………………………………………………………………………………………………………………………………………………………  

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11.3.2 if the property has facilities and service connections shared in common with other persons the lessor must –
   11.3.2.1 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.
   11.3.2.2 maintain the facilities and service connections in reasonable condition.

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

11.5 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?

12.1 This lease ends –
   12.1.1 on the date stated in Item 8; or
   12.1.2 if the lessor lawfully enters and takes possession of any part of the property; or
   12.1.3 if the lessor lawfully demands possession of the property.

12.2 The lessor can enter and take possession of the property or demand possession of the property if –
   12.2.1 the lessee has repudiated this lease; or
   12.2.2 rent or any other money due under this lease is 14 days overdue for payment; or
   12.2.3 the lessee has failed to comply with a lessor’s notice under section 129 of the Conveyancing Act 1919;
      or
   12.2.4 the lessee has not complied with any term of this lease where a lessor’s notice is not required under
      section 129 of the Conveyancing Act 1919 and the lessor has given at least 14 days written notice of the
      lessor’s intention to end this lease.

12.3 When this lease ends, unless the lessee becomes a lessee of the property under a new lease the lessee must –
   12.3.1 return the property to the lessor in the state and condition that this lease requires the lessee to keep it in;
      and
   12.3.2 have removed any goods and anything that the lessee fixed to the property and have made good any
      damage caused by the removal.

Anything not removed becomes the property of the lessor who can keep it or remove and dispose of it and
charge to the lessee the cost of removal, making good and disposal.

12.4 If the lessor allows the lessee to continue to occupy the property after the end of the lease period (other than
under a new lease) then –
   12.4.1 the lessee becomes a monthly lessee and must go on paying the same rent and other money in the same
      way that the lessee had to do under this lease just before the lease period ended (apportioned and
      payable monthly);
   12.4.2 the monthly tenancy will be on the same terms as this lease, except for –
      ■ Clause 4;
      ■ Clauses 5.4 to 5.21 inclusive; and
      ■ Clause 6.2 unless consent has previously been given;
   12.4.3 either the lessor or the lessee can end the monthly tenancy by giving, at any time, 1 month written
      notice to the other expiring on any date; and
   12.4.4 anything that the lessee must do by the end of this lease must be done by the end of the monthly
      tenancy.
12.5. Essential terms of this lease include –

12.5.1 the obligation to pay rent not later than 14 days after the due date for payment of each periodic instalment (and this obligation stays essential even if the lessor, from time to time, accepted late payment);
12.5.2 the obligations of the lessee in Clause 5.1.2 (dealing with outgoings);
12.5.3 the obligations of the lessee in Clause 6.1 (dealing with use);
12.5.4 the obligations of the lessee in Clause 7 (dealing with repairs);
12.5.5 the obligations of the lessee in Clause 10 (dealing with transfer and sub-lease); and
12.5.6 the obligations of the lessee in Clause 15 (dealing with GST).

12.6. If there is a breach of an essential term the lessor can recover damages for losses over the entire period of this lease but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.

12.7. The lessor can recover damages even if –

12.7.1 the lessor accepts the lessee’s repudiation of this lease; or
12.7.2 the lessor ends this lease by entering and taking possession of any part of the property or by demanding possession of the property; or
12.7.3 the lessee abandons possession of the property; or
12.7.4 a surrender of this lease occurs.

CLAUSE 13 GUARANTEE

What are the obligations of a guarantor?

13.1. This clause applies if a guarantor of the lessee is named in Item 3 and has signed or executed this lease or, if this lease is a renewal of an earlier lease, the earlier lease.

13.2. The guarantor guarantees to the lessor the performance by the lessee of all the lessee’s obligations (including any obligation to pay rent, outgoings or damages) under this lease, under every extension of it or under any renewal of it or under any tenancy and including obligations that are later changed or created.

13.3. If the lessee does not pay any money due under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must pay that money to the lessor on demand even if the lessor has not tried to recover payment from the lessee.

13.4. If the lessee does not perform any of the lessee’s obligations under this lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must compensate the lessor even if the lessor has not tried to recover compensation from the lessee.

13.5. If the lessee is insolvent and this lease or any extension or renewal of it is disclaimed the guarantor is liable to the lessor for any damage suffered by the lessor because of the disclaimer. The lessor can recover damages for losses over the entire period of this lease or any extension or renewal but must do every reasonable thing to mitigate those losses and try to lease the property to another lessee on reasonable terms.

13.6. Even if the lessor gives the lessee extra time to comply with an obligation under this lease, under any extension of it or under any renewal of it or under any tenancy, or does not insist on strict compliance with the terms of this lease or any extension of it or renewal of it or of any tenancy, the guarantor’s obligations are not affected.

13.7. If an amount is stated in Item 4 the guarantor’s liability under this clause is limited to that amount.

13.8. The terms of this guarantee apply even if this lease is not registered, even if any obligation of the lessee is only an equitable one, and even if this lease is extended by legislation.