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Contract for the sale and purchase of land 2026 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent		
co-agent		
vendor	PM Commercial Pty Ltd ACN 648 896 815 c/- Rick Williams Chartered Accountant, Unit 1B, 50 Geils Court, Deakin ACT 2600	
vendor's solicitor	Terracon Legal 30 Bougainville Street Griffith ACT 2603	**phone**: 02 6128 0755 **email**: ben@terraconlegal.com.au & casey@terraconlegal.com.au
date for completion	42 days after the contract date	(clause 15)
land (address, plan details and title reference)	Lot 3 Deposited Plan 221618 128 Monaro Street, Queanbeyan NSW 2620 Folio Identifier 3/221618	
	☐ VACANT POSSESSION ☒ subject to existing tenancies	
improvements	☐ HOUSE ☐ garage ☐ carport ☐ home unit ☐ carspace ☐ storage space ☐ none ☒ other: Commercial premises	
attached copies	☐ documents in the List of Documents as marked or as numbered: ☐ other documents:	

A real estate agent is permitted by *legislation* to fill up the items in this box in a sale of residential property.

inclusions

☒ air conditioning	☐ curtains	☐ insect screens	☐ range hood
☐ blinds	☐ dishwasher	☐ internet/TV receiver	☐ solar panels
☐ built-in wardrobes	☐ EV charger	☐ light fittings	☐ solar power battery
☐ ceiling fans	☒ fixed floor coverings	☐ pool equipment	☐ stove
☐ clothes line	☐ other:		

exclusions

purchaser

purchaser's solicitor

price

deposit _____ (10% of the price, unless otherwise stated)

balance

contract date (if not stated, the date this contract was made)

Where there is more than one purchaser ☐ JOINT TENANTS
☐ tenants in common ☐ in unequal shares, specify:

GST AMOUNT (optional) The price includes GST of: $

buyer's agent

Note: Clause 20.15 provides "Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked."

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SIGNING PAGE

VENDOR	**PURCHASER**
Signed by _____ Vendor _____ Vendor	**Signed** by _____ Purchaser _____ Purchaser

VENDOR (COMPANY)		**PURCHASER (COMPANY)**	
Signed by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:		**Signed** by in accordance with s127(1) of the Corporations Act 2001 by the authorised person(s) whose signature(s) appear(s) below:	
_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person	_____ Signature of authorised person
_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person	_____ Name of authorised person
_____ Office held	_____ Office held	_____ Office held	_____ Office held

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Choices

Vendor agrees to accept a ***deposit-bond***	☒ NO	☐ yes
Nominated *Electronic Lodgment Network (ELN)* (clause 4)	PEXA	
Manual transaction (clause 30)	☒ NO	☐ yes

(if yes, vendor must provide further details, including any applicable exemption, in the space below):

Tax information (the *parties* promise this is correct as far as each *party* is aware)

Land tax is adjustable	☐ NO	☒ yes	
GST: Taxable supply	☒ NO	☐ yes in full	☐ yes to an extent
Margin scheme will be used in making the taxable supply	☒ NO	☐ yes	

This sale is not a taxable supply because (one or more of the following may apply) the sale is:

- ☐ not made in the course or furtherance of an enterprise that the vendor carries on (section 9-5(b))
- ☐ by a vendor who is neither registered nor required to be registered for GST (section 9-5(d))
- ☒ GST-free because the sale is the supply of a going concern under section 38-325
- ☐ GST-free because the sale is subdivided farm land or farm land supplied for farming under Subdivision 38-O
- ☐ input taxed because the sale is of eligible residential premises (sections 40-65, 40-75(2) and 195-1)

Purchaser must make an *GSTRW payment* (GST residential withholding payment) ☐ NO ☐ yes (if yes, vendor must provide details)

If the details below are not fully completed at the contract date, the vendor must provide all these details in a separate notice at least 7 days before the date for completion.

***GSTRW payment* (GST residential withholding payment) – details**

Frequently the supplier will be the vendor. However, sometimes further information will be required as to which entity is liable for GST, for example, if the supplier is a partnership, a trust, part of a GST group or a participant in a GST joint venture.

Supplier's name:

Supplier's ABN:

Supplier's GST branch number (if applicable):

Supplier's business address:

Supplier's representative:

Supplier's contact phone number:

Supplier's proportion of *GSTRW payment*:

If more than one supplier, provide the above details for each supplier.

Amount purchaser must pay – price multiplied by the *GSTRW rate* (residential withholding rate)*:* **$**

Amount must be paid: ☐ AT COMPLETION ☐ at another time (specify):

Is any of the consideration not expressed as an amount in money? ☐ NO ☐ yes

If "yes", the GST inclusive market value of the non-monetary consideration: **$**

Other details (including those required by regulation or the ATO forms):

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List of Documents

General

☐ 1 property certificate for the land
☐ 2 plan of the land
☐ 3 unregistered plan of the land
☐ 4 plan of land to be subdivided
☐ 5 document that is to be lodged with a relevant plan
☐ 6 section 10.7(2) planning certificate under Environmental Planning and Assessment Act 1979
☐ 7 additional information included in that certificate under section 10.7(5)
☐ 8 sewerage infrastructure location diagram (service location print)
☐ 9 sewer lines location diagram (sewer service diagram)
☐ 10 document that created or may have created an easement, profit à prendre, restriction on use or positive covenant disclosed in this contract
☐ 11 *planning agreement*
☐ 12 section 88G certificate (positive covenant)
☐ 13 survey report
☐ 14 building information certificate or building certificate given under *legislation*
☐ 15 occupation certificate
☐ 16 lease (with every relevant memorandum or variation)
☐ 17 other document relevant to tenancies
☐ 18 licence benefiting the land
☐ 19 old system document
☐ 20 Crown purchase statement of account
☐ 21 building management statement
☐ 22 form of requisitions
☐ 23 *clearance certificate*
☐ 24 land tax certificate

Home Building Act 1989

☐ 25 insurance certificate
☐ 26 brochure or warning
☐ 27 evidence of alternative indemnity cover

Swimming Pools Act 1992

☐ 28 certificate of compliance
☐ 29 evidence of registration
☐ 30 relevant occupation certificate
☐ 31 certificate of non-compliance
☐ 32 detailed reasons of non-compliance

Strata or community title (clause 23 of the contract)

☐ 33 property certificate for strata common property
☐ 34 plan creating strata common property
☐ 35 strata by-laws
☐ 36 strata development contract
☐ 37 strata management statement
☐ 38 strata renewal proposal
☐ 39 strata renewal plan
☐ 40 leasehold strata - lease of lot and common property
☐ 41 property certificate for neighbourhood property
☐ 42 plan creating neighbourhood property
☐ 43 neighbourhood development contract
☐ 44 neighbourhood management statement
☐ 45 property certificate for precinct property
☐ 46 plan creating precinct property
☐ 47 precinct development contract
☐ 48 precinct management statement
☐ 49 property certificate for community property
☐ 50 plan creating community property
☐ 51 community development contract
☐ 52 community management statement
☐ 53 document disclosing a change of by-laws
☐ 54 document disclosing a change in a development contract or management statement
☐ 55 document disclosing a change in boundaries
☐ 56 information certificate (strata)
☐ 57 information certificate (association)
☐ 58 document relevant to an exclusive supply network
☐ 59 disclosure statement - off the plan contract
☐ 60 other document relevant to the off the plan contract

Other

☐ 61

HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

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IMPORTANT NOTICE TO VENDORS AND PURCHASERS
Before signing this contract you should ensure that you understand your rights and obligations, some of which are not written in this contract but are implied by law.

WARNING—SMOKE ALARMS
The owners of certain types of buildings and strata lots must have smoke alarms, or in certain cases heat alarms, installed in the building or lot in accordance with regulations under the *Environmental Planning and Assessment Act 1979*. It is an offence not to comply. It is also an offence to remove or interfere with a smoke alarm or heat alarm. Penalties apply.

WARNING—LOOSE-FILL ASBESTOS INSULATION
Before purchasing land that includes residential premises, within the meaning of the *Home Building Act 1989,* Part 8, Division 1A, built before 1985, a purchaser is strongly advised to consider the possibility that the premises may contain loose-fill asbestos insulation, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A. In particular, a purchaser should—

(a) search the Register required to be maintained under the *Home Building Act 1989*, Part 8, Division 1A, and

(b) ask the relevant local council whether it holds records showing that the residential premises contain loose-fill asbestos insulation.

For further information about loose-fill asbestos insulation, including areas in which residential premises have been identified as containing loose-fill asbestos insulation, contact NSW Fair Trading.

LOT 6 DEPOSITED PLAN 221618

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Cooling off period (purchaser's rights)

1 **This is the statement required by the *Conveyancing Act 1919*, section 66X. This statement applies to a contract for the sale of residential property.**

2 **EXCEPT in the circumstances listed in paragraph 3, the purchaser may rescind the contract before 5pm on—**

- **(a) for an off the plan contract—the tenth business day after the day on which the contract was made, or**
- **(b) in any other case—the fifth business day after the day on which the contract was made.**

3 **There is NO COOLING OFF PERIOD—**

- **(a) if, at or before the time the contract is made, the purchaser gives to the vendor, or the vendor's solicitor or agent, a certificate that complies with the Act, section 66W, or**
- **(b) if the property is sold by public auction, or**
- **(c) if the contract is made on the same day as the property was offered for sale by public auction but passed in, or**
- **(d) if the contract is made in consequence of the exercise of an option, other than an option that is void under the Act, section 66ZG.**

4 **A purchaser exercising the right to cool off by rescinding the contract forfeits 0.25% of the purchase price of the property to the vendor.**

5 **The vendor is entitled to recover the forfeited amount from an amount paid by the purchaser as a deposit under the contract. The purchaser is entitled to a refund of any balance.**

DISPUTES

If you get into a dispute with the other party, the Law Society and Real Estate Institute encourage you to use informal procedures to resolve the dispute such as negotiation, independent expert appraisal, the Law Society Conveyancing Dispute Resolution Scheme or mediation (for example mediation under the Law Society Mediation Program).

AUCTIONS

Regulations made under the Property and Stock Agents Act 2002 prescribe a number of conditions applying to sales by auction.

LOT 3 DEPOSITED PLAN 221618

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WARNINGS

1. **Various Acts of Parliament and other matters can affect the rights of the parties to this contract. Some important matters are actions, claims, decisions, licences, notices, orders, proposals or rights of way involving:**

Australian Taxation Office	**Local Council**
County Council	**Local Land Services**
Department of Education	**NSW Fair Trading**
Department of Planning, Housing and Infrastructure	**NSW Public Works**
	Owner of adjoining land
Department of Primary Industries and Regional Development	**Privacy**
	Subsidence Advisory NSW
Electricity, gas and telecommunications	**Transport agencies**
Homes NSW	**Water, sewerage or drainage authority**

If you think that any of these matters affects the property, tell your solicitor.

2. **A lease may be affected by the Agricultural Tenancies Act 1990, the Residential Tenancies Act 2010 or the Retail Leases Act 1994.**

3. **If any purchase money is owing to the Crown, it will become payable before obtaining consent, or if no consent is needed, when the transfer is registered.**

4. **If a consent to transfer is required under legislation, see clause 27 as to the obligations of the parties.**

5. **The vendor should continue the vendor's insurance until completion. If the vendor wants to give the purchaser possession before completion, the vendor should first ask the insurer to confirm this will not affect the insurance.**

6. **Most purchasers will have to pay transfer duty (and, sometimes, if the purchaser is not an Australian citizen, surcharge purchaser duty) on this contract. If a payment is not made on time, interest and penalties may be incurred. More information is available from Revenue NSW.**

7. **If the purchaser agrees to the release of deposit, the purchaser's right to recover the deposit may stand behind the rights of others (for example the vendor's mortgagee).**

8. **The purchaser should arrange insurance as appropriate.**

9. **Some transactions involving personal property may be affected by the Personal Property Securities Act 2009.**

10. **A purchaser should be satisfied that finance will be available at the time of completing the purchase.**

11. **The purchaser may have to comply with a foreign resident capital gains withholding payment obligation (even if the vendor is not a foreign resident). If so, this will affect the amount available to the vendor on completion.**

12. **Purchasers of some residential properties may have to withhold part of the purchase price to be credited towards the GST liability of the vendor. If so, this will also affect the amount available to the vendor. More information is available from the Australian Taxation Office.**

13 **From 1 July 2026, estate agents, solicitors, licensed conveyancers and other professions who provide a designated service will have regulatory obligations under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) regime. These new obligations include customer due diligence and reporting to AUSTRAC. More details are available from AUSTRAC.**

LOT 3 DEPOSITED PLAN 228618

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

The vendor sells and the purchaser buys the *property* for the price under these provisions instead of Schedule 3 Conveyancing Act 1919, subject to any *legislation* that cannot be excluded.

1 Definitions (a term in italics is a defined term)

1.1 In this contract, these terms (in any form) mean –

adjustment date	the earlier of the giving of possession to the purchaser or completion;
adjustment figures	details of the adjustments to be made to the price under clause 14;
authorised Subscriber	a *Subscriber* (not being a *party's solicitor*) named in a notice *served* by a *party* as being authorised for the purposes of clause 20.6.8;
bank	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
business day	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
cheque	a cheque that is not postdated or stale;
clearance certificate	a certificate within the meaning of s14-220 of Schedule 1 to the *TA Act,* that covers one or more days falling within the period from and including the contract date to completion;
completion time	the time of day at which completion is to occur;
deposit-bond	a deposit bond or guarantee with each of the following approved by the vendor – ● the issuer; ● the expiry date (if any); and ● the amount;
depositholder	vendor's agent (or if no vendor's agent is named in this contract, the vendor's *solicitor,* or if no vendor's *solicitor* is named in this contract, the buyer's agent);
discharging mortgagee	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a *Digitally Signed* discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the *property* to be transferred to the purchaser;
document of title	document relevant to the title or the passing of title;
ECNL	the Electronic Conveyancing National Law (NSW);
electronic document	a dealing as defined in the Real Property Act 1900 which may be created and *Digitally Signed* in an *Electronic Workspace*;
electronic transaction	a *Conveyancing Transaction* to be conducted for the *parties* by their legal representatives as *Subscribers* using an *ELN* and in accordance with the *ECNL* and the *participation rules*;
electronic transfer	a transfer of land under the Real Property Act 1900 for the *property* to be prepared and *Digitally Signed* in the *Electronic Workspace* established for the purposes of the *parties' Conveyancing Transaction*;
FRCGW percentage	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the *TA Act* (15% as at 1 January 2025);
FRCGW remittance	a remittance which the purchaser must make under s14-200 of Schedule 1 to the *TA Act*, being the lesser of the *FRCGW percentage* of the price (inclusive of GST, if any) and the amount specified in a *variation served* by a *party*;
GST Act	A New Tax System (Goods and Services Tax) Act 1999;
GST rate	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
GSTRW payment	a payment which the purchaser must make under s14-250 of Schedule 1 to the *TA Act* (the price multiplied by the *GSTRW rate*);
GSTRW rate	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the *TA Act* (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11th if not);
incoming mortgagee	any mortgagee who is to provide finance to the purchaser on the security of the *property* and to enable the purchaser to pay the whole or part of the price*;*
legislation	an Act or a by-law, ordinance, regulation or rule made under an Act;
manual transaction	a *Conveyancing Transaction* in which a dealing forming part of the *Lodgment Case* at or following completion cannot be *Digitally Signed*;
normally	subject to any other provision of this contract;
participation rules	the participation rules as determined by the *ECNL;*
party	each of the vendor and the purchaser;
property	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
planning agreement	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the *property;*
populate	to complete data fields in the *Electronic Workspace*;

LOT 3 DEPOSITED PLAN 221618

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

requisition	an objection, question or requisition (but the term does not include a claim);
rescind	rescind this contract from the beginning;
serve	serve in writing on the other *party*;
settlement cheque	an unendorsed *cheque* made payable to the person to be paid and – ● issued by a *bank* and drawn on itself; or ● if authorised in writing by the vendor or the vendor's *solicitor*, some other *cheque*;
solicitor	in relation to a *party*, the *party's* solicitor or licensed conveyancer named in this contract or in a notice *served* by the *party*;
TA Act	Taxation Administration Act 1953;
terminate	terminate this contract for breach;
title data	the details of the title to the *property* made available to the *Electronic Workspace* by the *Land Registry*;
variation	a variation made under s14-235 of Schedule 1 to the *TA Act*;
within	in relation to a period, at any time before or during the period; and
work order	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the *property* or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 20 of the Swimming Pools Regulation 2018).

1.2 Words and phrases used in this contract (italicised and in Title Case, such as *Conveyancing Transaction*, *Digitally Sign*, *Electronic Workspace*, *ELN*, *ELNO*, *Land Registry*, *Lodgment Case* and *Subscriber*) have the meanings given in the *participation rules*.

2 Deposit and other payments before completion

2.1 The purchaser must pay the deposit to the *depositholder* as stakeholder.
2.2 *Normally*, the purchaser must pay the deposit on the making of this contract, and this time is essential.
2.3 If this contract requires the purchaser to pay any of the deposit by a later time, that time is also essential.
2.4 The purchaser can pay any of the deposit by –
2.4.1 giving cash (up to $2,000) to the *depositholder*;
2.4.2 unconditionally giving a *cheque* to the *depositholder* or to the vendor, vendor's agent or vendor's *solicitor* for sending to the *depositholder*; or
2.4.3 electronic funds transfer to the *depositholder's* nominated account and, if requested by the vendor or the *depositholder*, providing evidence of that transfer.
2.5 The vendor can *terminate* if –
2.5.1 any of the deposit is not paid on time;
2.5.2 a *cheque* for any of the deposit is not honoured on presentation; or
2.5.3 a payment under clause 2.4.3 is not received in the *depositholder's* nominated account by 5.00 pm on the third *business day* after the time for payment.
This right to *terminate* is lost as soon as the deposit is paid in full.
2.6 If the vendor accepts a *deposit-bond* for the deposit, clauses 2.1 to 2.5 do not apply.
2.7 If the vendor accepts a *deposit-bond* for part of the deposit, clauses 2.1 to 2.5 apply only to the balance.
2.8 If any of the deposit or of the balance of the price is paid before completion to the vendor or as the vendor directs, it is a charge on the land in favour of the purchaser until *termination* by the vendor or completion, subject to any existing right.
2.9 If each *party* tells the *depositholder* that the deposit is to be invested, the *depositholder* is to invest the deposit (at the risk of the *party* who becomes entitled to it) with a *bank*, in an interest-bearing account in NSW, payable at call, with interest to be reinvested, and pay the interest to the *parties* equally, after deduction of all proper government taxes and financial institution charges and other charges.

3 Deposit-bond

3.1 This clause applies only if the vendor accepts a *deposit-bond* for the deposit (or part of it).
3.2 The purchaser must provide the *deposit-bond* to the vendor's *solicitor* (or if no solicitor the *depositholder*) at or before the making of this contract and this time is essential.
3.3 If the *deposit-bond* has an expiry date and completion does not occur by the date which is 14 days before the expiry date, the purchaser must *serve* a replacement *deposit-bond* at least 7 days before the expiry date. The time for service is essential.
3.4 The vendor must approve a replacement *deposit-bond* if –
3.4.1 it is from the same issuer and for the same amount as the earlier *deposit-bond;* and
3.4.2 it has an expiry date at least three months after its date of issue.
3.5 A breach of clauses 3.2 or 3.3 entitles the vendor to *terminate*. The right to *terminate* is lost as soon as –
3.5.1 the purchaser *serves* a replacement *deposit-bond*; or
3.5.2 the deposit is paid in full under clause 2.
3.6 Clauses 3.3 and 3.4 can operate more than once.

LOT 5 DP1277618 POSTED PLAN 2/10/18

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3.7 If the purchaser *serves* a replacement *deposit-bond*, the vendor must *serve* the earlier *deposit-bond*.
3.8 The amount of any *deposit-bond* does not form part of the price for the purposes of clause 16.5.
3.9 The vendor must give the purchaser any original *deposit-bond* –
3.9.1 on completion; or
3.9.2 if this contract is *rescinded*.
3.10 If this contract is *terminated* by the vendor –
3.10.1 *normally*, the vendor can immediately demand payment from the issuer of the *deposit-bond*; or
3.10.2 if the purchaser *serves* prior to *termination* a notice disputing the vendor's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.
3.11 If this contract is *terminated* by the purchaser –
3.11.1 *normally*, the vendor must give the purchaser any original *deposit-bond*; or
3.11.2 if the vendor *serves* prior to *termination* a notice disputing the purchaser's right to *terminate*, the vendor must forward any original *deposit-bond* (or its proceeds if called up) to the *depositholder* as stakeholder.

4 Electronic transaction

4.1 This *Conveyancing Transaction* is to be conducted as an *electronic transaction* unless –
4.1.1 the contract says this transaction is a *manual transaction*, giving the reason, or
4.1.2 a *party serves* a notice stating why the transaction is a *manual transaction*, in which case the *parties* do not have to complete earlier than 14 days after *service* of the notice, and clause 21.3 does not apply to this provision,
and in both cases clause 30 applies.
4.2 If, because of clause 4.1.2, this *Conveyancing Transaction* is to be conducted as a *manual transaction* –
4.2.1 each *party* must –
- bear equally any disbursements or fees; and
- otherwise bear that *party's* own costs;

incurred because this *Conveyancing Transaction* was to be conducted as an *electronic transaction*; and
4.2.2 if a *party* has paid all of a disbursement or fee which, by reason of this clause, is to be borne equally by the *parties*, that amount must be adjusted under clause 14.
4.3 The *parties* must conduct the *electronic transaction* –
4.3.1 in accordance with the *participation rules* and the *ECNL*; and
4.3.2 using the nominated *ELN*, unless the *parties* otherwise agree. This clause 4.3.2 does not prevent a *party* using an *ELN* which can interoperate with the nominated *ELN*.
4.4 A *party* must pay the fees and charges payable by that *party* to the *ELNO* and the *Land Registry*.
4.5 *Normally,* the vendor must *within* 7 days of the contract date create and *populate* an *Electronic Workspace* with *title data* and the date for completion*,* and invite the purchaser to the *Electronic Workspace*.
4.6 If the vendor has not created an *Electronic Workspace* in accordance with clause 4.5, the purchaser may create and *populate* an *Electronic Workspace* and, if it does so, the purchaser must invite the vendor to the *Electronic Workspace.*
4.7 The *parties* must, as applicable to their role in the *Conveyancing Transaction* and the steps taken under clauses 4.5 or 4.6 –
4.7.1 promptly join the *Electronic Workspace* after receipt of an invitation;
4.7.2 create and *populate* an *electronic transfer*;
4.7.3 invite any *discharging mortgagee* or *incoming mortgagee* to join the *Electronic Workspace*; and
4.7.4 *populate* the *Electronic Workspace* with a nominated *completion time*.
4.8 If the transferee in the *electronic transfer* is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
4.9 The vendor can require the purchaser to include a covenant or easement in the *electronic transfer* only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.
4.10 If the purchaser must make a *GSTRW payment* or an *FRCGW remittance*, the purchaser must *populate* the *Electronic Workspace* with the payment details for the *GSTRW payment* or *FRCGW remittance* payable to the Deputy Commissioner of Taxation at least 2 *business days* before the date for completion.
4.11 Before completion, the *parties* must ensure that –
4.11.1 all *electronic documents* which a *party* must *Digitally Sign* to complete the *electronic transaction* are *populated* and *Digitally Signed*;
4.11.2 all certifications required by the *ECNL* are properly given; and
4.11.3 they do everything else in the *Electronic Workspace* which that *party* must do to enable the *electronic transaction* to proceed to completion.
4.12 If the computer systems of any of the *Land Registry*, the *ELNO,* Revenue NSW or the Reserve Bank of Australia are inoperative for any reason at the *completion time* agreed by the *parties*, a failure to complete this contract for that reason is not a default under this contract on the part of either *party*.

LOT 3 DP 1021619

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4.13 If the computer systems of the *Land Registry* are inoperative for any reason at the *completion time* agreed by the *parties,* and the *parties* choose that financial settlement is to occur despite this, then on financial settlement occurring –

4.13.1 all *electronic documents Digitally Signed* by the vendor and any discharge of mortgage, withdrawal of caveat or other *electronic document* forming part of the *Lodgment Case* for the *electronic transaction* are taken to have been unconditionally and irrevocably delivered to the purchaser or the purchaser's mortgagee at the time of financial settlement together with the right to deal with the land; and

4.13.2 the vendor is taken to have no legal or equitable interest in the *property*.

4.14 If the *parties* do not agree about the delivery before completion of one or more documents or things that cannot be delivered through the *Electronic Workspace*, the *party* required to deliver the documents or things –

4.14.1 holds them on completion in escrow for the benefit of; and

4.14.2 must immediately after completion deliver the documents or things to, or as directed by;

the *party* entitled to them.

5 Requisitions

5.1 If a form of *requisitions* is attached to this contract, the purchaser is taken to have made those *requisitions*.

5.2 If the purchaser is or becomes entitled to make any other *requisition*, the purchaser can make it only by *serving* it –

5.2.1 if it arises out of this contract or it is a general question about the *property* or title - *within* 21 days after the contract date;

5.2.2 if it arises out of anything *served* by the vendor - *within* 21 days after the later of the contract date and that *service*; and

5.2.3 in any other case - *within* a reasonable time.

6 Error or misdescription

6.1 *Normally*, the purchaser can (but only before completion) claim compensation for an error or misdescription in this contract (as to the *property*, the title or anything else and whether substantial or not).

6.2 This clause applies even if the purchaser did not take notice of or rely on anything in this contract containing or giving rise to the error or misdescription.

6.3 However, this clause does not apply to the extent the purchaser knows the true position.

7 Claims by purchaser

Normally, the purchaser can make a claim (including a claim under clause 6) before completion only by *serving* it with a statement of the amount claimed, and if the purchaser makes one or more claims before completion –

7.1 the vendor can *rescind* if in the case of claims that are not claims for delay –

7.1.1 the total amount claimed exceeds 5% of the price;

7.1.2 the vendor *serves* notice of intention to *rescind*; and

7.1.3 the purchaser does not *serve* notice waiving the claims *within* 14 days after that *service*; and

7.2 if the vendor does not *rescind*, the *parties* must complete and if this contract is completed –

7.2.1 the lesser of the total amount claimed and 10% of the price must be paid out of the price to and held by the *depositholder* until the claims are finalised or lapse;

7.2.2 the amount held is to be invested in accordance with clause 2.9;

7.2.3 the claims must be finalised by an arbitrator appointed by the *parties* or, if an appointment is not made *within* 1 month of completion, by an arbitrator appointed by the President of the Law Society at the request of a *party* (in the latter case the *parties* are bound by the terms of the Conveyancing Arbitration Rules approved by the Law Society as at the date of the appointment);

7.2.4 the purchaser is not entitled, in respect of the claims, to more than the total amount claimed and the costs of the purchaser;

7.2.5 net interest on the amount held must be paid to the *parties* in the same proportion as the amount held is paid; and

7.2.6 if the *parties* do not appoint an arbitrator and neither *party* requests the President to appoint an arbitrator *within* 3 months after completion, the claims lapse and the amount belongs to the vendor.

8 Vendor's rights and obligations

8.1 The vendor can *rescind* if –

8.1.1 the vendor is, on reasonable grounds, unable or unwilling to comply with a *requisition*;

8.1.2 the vendor *serves* a notice of intention to *rescind* that specifies the *requisition* and those grounds; and

8.1.3 the purchaser does not *serve* a notice waiving the *requisition within* 14 days after that *service*.

LOT 5 DEPOSITED PLAN 221618

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

8.2 If the vendor does not comply with this contract (or a notice under or relating to it) in an essential respect, the purchaser can *terminate* by *serving* a notice. After the *termination* –
- 8.2.1 the purchaser can recover the deposit and any other money paid by the purchaser under this contract;
- 8.2.2 the purchaser can sue the vendor to recover damages for breach of contract; and
- 8.2.3 if the purchaser has been in possession a *party* can claim for a reasonable adjustment.

9 Purchaser's default

If the purchaser does not comply with this contract (or a notice under or relating to it) in an essential respect, the vendor can *terminate* by *serving* a notice. After the *termination* the vendor can –

9.1 keep or recover the deposit (to a maximum of 10% of the price);

9.2 hold any other money paid by the purchaser under this contract as security for anything recoverable under this clause –
- 9.2.1 for 12 months after the *termination*; or
- 9.2.2 if the vendor commences proceedings under this clause *within* 12 months, until those proceedings are concluded; and

9.3 sue the purchaser either –
- 9.3.1 where the vendor has resold the *property* under a contract made *within* 12 months after the *termination*, to recover –
  - the deficiency on resale (with credit for any of the deposit kept or recovered and after allowance for any capital gains tax or goods and services tax payable on anything recovered under this clause); and
  - the reasonable costs and expenses arising out of the purchaser's non-compliance with this contract or the notice and of resale and any attempted resale; or
- 9.3.2 to recover damages for breach of contract.

10 Restrictions on rights of purchaser

10.1 The purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
- 10.1.1 the ownership or location of any fence as defined in the Dividing Fences Act 1991;
- 10.1.2 a service for the *property* being a joint service or passing through another property, or any service for another property passing through the *property* ('service' includes air, communication, drainage, electricity, garbage, gas, oil, radio, sewerage, telephone, television or water service);
- 10.1.3 a wall being or not being a party wall in any sense of that term or the *property* being affected by an easement for support or not having the benefit of an easement for support;
- 10.1.4 any change in the *property* due to fair wear and tear before completion;
- 10.1.5 a promise, representation or statement about this contract, the *property* or the title, not set out or referred to in this contract;
- 10.1.6 a condition, exception, reservation or restriction in a Crown grant;
- 10.1.7 the existence of any authority or licence to explore or prospect for gas, minerals or petroleum;
- 10.1.8 any easement or restriction on use the substance of either of which is disclosed in this contract or any non-compliance with the easement or restriction on use; or
- 10.1.9 anything the substance of which is disclosed in this contract (except a caveat, charge, mortgage, priority notice or writ).

10.2 The purchaser cannot *rescind* or *terminate* only because of a defect in title to or quality of the inclusions.

10.3 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* or require the vendor to change the nature of the title disclosed in this contract (for example, to remove a caution evidencing qualified title, or to lodge a plan of survey as regards limited title).

11 Compliance with work orders

11.1 *Normally*, the vendor must by completion comply with a *work order* made on or before the contract date and if this contract is completed the purchaser must comply with any other *work order*.

11.2 If the purchaser complies with a *work order*, and this contract is *rescinded* or *terminated*, the vendor must pay the expense of compliance to the purchaser.

12 Certificates and inspections

The vendor must do whatever is reasonably necessary to enable the purchaser, subject to the rights of any tenant –

12.1 to have the *property* inspected to obtain any certificate or report reasonably required;

12.2 to apply (if necessary in the name of the vendor) for –
- 12.2.1 any certificate that can be given in respect of the *property* under *legislation*; or
- 12.2.2 a copy of any approval, certificate, consent, direction, notice or order in respect of the *property* given under *legislation*, even if given after the contract date; and

12.3 to make 1 inspection of the *property* in the 3 days before a time appointed for completion.

LOT 3 EXPOSED PLAN 221618

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

13 Goods and services tax (GST)

13.1 Terms used in this clause which are not defined elsewhere in this contract and have a defined meaning in the *GST Act* have the same meaning in this clause.

13.2 *Normally*, if a *party* must pay the price or any other amount to the other *party* under this contract, GST is not to be added to the price or amount.

13.3 If under this contract a *party* must make an adjustment or payment for an expense of another party or pay an expense payable by or to a third party (for example, under clauses 14 or 20.7), the *party* must adjust or pay on completion any GST added to or included in the expense, but –

13.3.1 the amount of the expense must be reduced to the extent the party receiving the adjustment or payment (or the representative member of a GST group of which that party is a member) is entitled to an input tax credit for the expense; and

13.3.2 if the adjustment or payment under this contract is consideration for a taxable supply, an amount for GST must be added at the *GST rate*.

13.4 If this contract says this sale is the supply of a going concern –

13.4.1 the *parties* agree the supply of the *property* is a supply of a going concern;

13.4.2 the vendor must, between the contract date and completion, carry on the enterprise conducted on the land in a proper and business-like way;

13.4.3 if the purchaser is not registered by the date for completion, the *parties* must complete and the purchaser must pay on completion, in addition to the price, an amount being the price multiplied by the *GST rate* ("the retention sum"). The retention sum is to be held by the *depositholder* and dealt with as follows –

- if *within* 3 months of completion the purchaser *serves* a letter from the Australian Taxation Office stating the purchaser is registered with a date of effect of registration on or before completion, the *depositholder* is to pay the retention sum to the purchaser; but
- if the purchaser does not *serve* that letter *within* 3 months of completion, the *depositholder* is to pay the retention sum to the vendor; and

13.4.4 if the vendor, despite clause 13.4.1, *serves* a letter from the Australian Taxation Office stating the vendor has to pay GST on the supply, the purchaser must pay to the vendor on demand the amount of GST assessed.

13.5 *Normally*, the vendor promises the margin scheme will not apply to the supply of the *property*.

13.6 If this contract says the margin scheme is to apply in making the taxable supply, the *parties* agree that the margin scheme is to apply to the sale of the *property*.

13.7 If this contract says the sale is not a taxable supply –

13.7.1 the purchaser promises that the *property* will not be used and represents that the purchaser does not intend the *property* (or any part of the *property*) to be used in a way that could make the sale a taxable supply to any extent; and

13.7.2 the purchaser must pay the vendor on completion in addition to the price an amount calculated by multiplying the price by the *GST rate* if this sale is a taxable supply to any extent because of –

- a breach of clause 13.7.1; or
- something else known to the purchaser but not the vendor.

13.8 If this contract says this sale is a taxable supply in full and does not say the margin scheme applies to the *property*, the vendor must pay the purchaser on completion an amount of one-eleventh of the price if –

13.8.1 this sale is not a taxable supply in full; or

13.8.2 the margin scheme applies to the *property* (or any part of the *property*).

13.9 If this contract says this sale is a taxable supply to an extent –

13.9.1 clause 13.7.1 does not apply to any part of the *property* which is identified as being a taxable supply; and

13.9.2 the payments mentioned in clauses 13.7 and 13.8 are to be recalculated by multiplying the relevant payment by the proportion of the price which represents the value of that part of the *property* to which the clause applies (the proportion to be expressed as a number between 0 and 1). Any evidence of value must be obtained at the expense of the vendor.

13.10 *Normally*, on completion the vendor must give the recipient of the supply a tax invoice for any taxable supply by the vendor by or under this contract.

13.11 The vendor does not have to give the purchaser a tax invoice if the margin scheme applies to a taxable supply.

13.12 If the vendor is liable for GST on rents or profits due to issuing an invoice or receiving consideration before completion, any adjustment of those amounts must exclude an amount equal to the vendor's GST liability.

13.13 If the vendor *serves* details of a *GSTRW payment* which the purchaser must make, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.

13.14 If the purchaser must make a *GSTRW payment* the purchaser must, at least 2 *business days* before the date for completion, *serve* evidence of submission of a *GSTRW payment* notification form to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.

LOT 2 DP 1282 21618 PROPOSED PLAN

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

14 Adjustments

14.1 *Normally*, the vendor is entitled to the rents and profits and will be liable for all rates, water, sewerage and drainage service and usage charges, land tax, levies and all other periodic outgoings up to and including the *adjustment date* after which the purchaser will be entitled and liable.

14.2 The *parties* must make any necessary adjustment on completion, and –

14.2.1 the purchaser must provide the vendor with *adjustment figures* at least 2 *business days* before the date for completion; and

14.2.2 the vendor must confirm the *adjustment figures* at least 1 *business day* before the date for completion.

14.3 If an amount that is adjustable under this contract has been reduced under *legislation*, the *parties* must on completion adjust the reduced amount.

14.4 The *parties* must not adjust surcharge land tax (as defined in the Land Tax Act 1956) but must adjust any other land tax for the year current at the *adjustment date* –

14.4.1 only if land tax has been paid or is payable for the year (whether by the vendor or by a predecessor in title) and this contract says that land tax is adjustable;

14.4.2 by adjusting the amount that would have been payable if at the start of the year –

- the person who owned the land owned no other land;
- the land was not subject to a special trust or owned by a non-concessional company; and
- if the land (or part of it) had no separate taxable value, by calculating its separate taxable value on a proportional area basis.

14.5 The *parties* must not adjust any first home buyer choice property tax.

14.6 If any other amount that is adjustable under this contract relates partly to the land and partly to other land, the *parties* must adjust it on a proportional area basis.

14.7 If on completion the last bill for a water, sewerage or drainage usage charge is for a period ending before the *adjustment date*, the vendor is liable for an amount calculated by dividing the bill by the number of days in the period then multiplying by the number of unbilled days up to and including the *adjustment date*.

14.8 The vendor is liable for any amount recoverable for work started on or before the contract date on the *property* or any adjoining footpath or road.

15 Date for completion

The *parties* must complete by the date for completion and, if they do not, a *party* can *serve* a notice to complete if that *party* is otherwise entitled to do so.

16 Completion

● Vendor

16.1 *Normally*, on completion the vendor must cause the legal title to the *property* (being the estate disclosed in this contract) to pass to the purchaser free of any charge, mortgage or other interest, subject to any necessary registration.

16.2 The legal title to the *property* does not pass before completion.

16.3 If the vendor gives the purchaser a document (other than the transfer) that needs to be lodged for registration, the vendor must pay the lodgment fee to the purchaser.

16.4 If a *party serves* a land tax certificate showing a charge on any of the land, by completion the vendor must do all things and pay all money required so that the charge is no longer effective against the land.

● Purchaser

16.5 On completion the purchaser must pay to the vendor –

16.5.1 the price less any –

- deposit paid;
- *FRCGW remittance* payable;
- *GSTRW payment*; and
- amount payable by the vendor to the purchaser under this contract; and

16.5.2 any other amount payable by the purchaser under this contract.

16.6 If any of the deposit is not covered by a *deposit-bond*, at least 1 *business day* before the date for completion the purchaser must give the vendor an order signed by the purchaser authorising the *depositholder* to account to the vendor for the deposit, to be held by the vendor in escrow until completion.

16.7 On completion the deposit belongs to the vendor.

17 Possession

17.1 *Normally*, the vendor must give the purchaser vacant possession of the *property* on completion.

17.2 The vendor does not have to give vacant possession if –

17.2.1 this contract says that the sale is subject to existing tenancies; and

17.2.2 the contract discloses the provisions of the tenancy (for example, by attaching a copy of the lease and any relevant memorandum or variation).

17.3 *Normally*, the purchaser can claim compensation (before or after completion) or *rescind* if any of the land is affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the Residential Tenancies Act 2010).

NOT DEPOSITED DP AU 221618

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

18 Possession before completion

18.1 This clause applies only if the vendor gives the purchaser possession of the *property* before completion.

18.2 The purchaser must not before completion –

18.2.1 let or part with possession of any of the *property*;

18.2.2 make any change or structural alteration or addition to the *property;* or

18.2.3 contravene any agreement between the *parties* or any direction, document, *legislation*, notice or order affecting the *property*.

18.3 The purchaser must until completion –

18.3.1 keep the *property* in good condition and repair having regard to its condition at the giving of possession; and

18.3.2 allow the vendor or the vendor's authorised representative to enter and inspect it at all reasonable times.

18.4 The risk as to damage to the *property* passes to the purchaser immediately after the purchaser enters into possession.

18.5 If the purchaser does not comply with this clause, then without affecting any other right of the vendor –

18.5.1 the vendor can before completion, without notice, remedy the non-compliance; and

18.5.2 if the vendor pays the expense of doing this, the purchaser must pay it to the vendor with interest at the rate prescribed under s101 Civil Procedure Act 2005.

18.6 If this contract is *rescinded* or *terminated* the purchaser must immediately vacate the *property*.

18.7 If the *parties* or their *solicitors* on their behalf do not agree in writing to a fee or rent, none is payable.

19 Rescission of contract

19.1 If this contract expressly gives a *party* a right to *rescind*, the *party* can exercise the right –

19.1.1 only by *serving* a notice before completion; and

19.1.2 in spite of any making of a claim or *requisition*, any attempt to satisfy a claim or *requisition*, any arbitration, litigation, mediation or negotiation or any giving or taking of possession.

19.2 *Normally*, if a *party* exercises a right to *rescind* expressly given by this contract or any *legislation* –

19.2.1 the deposit and any other money paid by the purchaser under this contract must be refunded;

19.2.2 a *party* can claim for a reasonable adjustment if the purchaser has been in possession;

19.2.3 a *party* can claim for damages, costs or expenses arising out of a breach of this contract; and

19.2.4 a *party* will not otherwise be liable to pay the other *party* any damages, costs or expenses.

20 Miscellaneous

20.1 The *parties* acknowledge that anything stated in this contract to be attached was attached to this contract by the vendor before the purchaser signed it and is part of this contract.

20.2 Anything attached to this contract is part of this contract.

20.3 An area, bearing or dimension in this contract is only approximate.

20.4 If a *party* consists of 2 or more persons, this contract benefits and binds them separately and together.

20.5 A *party's solicitor* can receive any amount payable to the *party* under this contract or direct in writing that it is to be paid to another person.

20.6 A document under or relating to this contract is –

20.6.1 signed by a *party* if it is signed by the *party* or the *party's solicitor* (apart from a direction under clause 4.8 or clause 30.4);

20.6.2 *served* if it is *served* by the *party* or the *party's solicitor*;

20.6.3 *served* if it is *served* on the *party's solicitor*, even if the *party* has died or any of them has died;

20.6.4 *served* if it is *served* in any manner provided in s170 of the Conveyancing Act 1919;

20.6.5 *served* if it is sent by email or fax to the *party's solicitor*, unless in either case it is not received;

20.6.6 *served* on a person if it (or a copy of it) comes into the possession of the person;

20.6.7 *served* at the earliest time it is *served*, if it is *served* more than once; and

20.6.8 *served* if it is provided to or by the *party's solicitor* or an *authorised Subscriber* by means of an *Electronic Workspace* created under clause 4. However, this does not apply to a notice making an obligation essential, or a notice of *rescission* or *termination*.

20.7 An obligation to pay an expense of another *party* of doing something is an obligation to pay –

20.7.1 if the *party* does the thing personally - the reasonable cost of getting someone else to do it; or

20.7.2 if the *party* pays someone else to do the thing - the amount paid, to the extent it is reasonable.

20.8 Rights under clauses 4, 11, 13, 14, 17, 24, 30 and 31 continue after completion, whether or not other rights continue.

20.9 The vendor does not promise, represent or state that the purchaser has any cooling off rights.

20.10 The vendor does not promise, represent or state that any attached survey report is accurate or current.

20.11 A reference to any *legislation* (including any percentage or rate specified in *legislation*) is also a reference to any corresponding later *legislation*.

20.12 Each *party* must do whatever is necessary after completion to carry out the *party's* obligations under this contract.

20.13 Neither taking possession nor *serving* a transfer of itself implies acceptance of the *property* or the title.

LOT 2 DEPOSITED PLAN 221618

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

20.14 The details and information provided in this contract (for example, on pages 1 - 4) are, to the extent of each *party's* knowledge, true, and are part of this contract.
20.15 Where this contract provides for choices, a choice in BLOCK CAPITALS applies unless a different choice is marked.
20.16 Each *party* consents to –
20.16.1 any *party* signing this contract electronically; and
20.16.2 the making of this contract by the exchange of counterparts delivered by email, or by such other electronic means as may be agreed by the *parties*.
20.17 Each *party* agrees that electronic signing by a *party* identifies that *party* and indicates that *party's* intention to be bound by this contract.

21 Time limits in these provisions
21.1 If the time for something to be done or to happen is not stated in these provisions, it is a reasonable time.
21.2 If there are conflicting times for something to be done or to happen, the latest of those times applies.
21.3 The time for one thing to be done or to happen does not extend the time for another thing to be done or to happen.
21.4 If the time for something to be done or to happen is the 29th, 30th or 31st day of a month, and the day does not exist, the time is instead the last day of the month.
21.5 If the time for something to be done or to happen is a day that is not a *business day*, the time is extended to the next *business day*, except in the case of clauses 2 and 3.2.
21.6 *Normally*, the time by which something must be done is fixed but not essential.

22 Foreign Acquisitions and Takeovers Act 1975
22.1 The purchaser promises that the Commonwealth Treasurer cannot prohibit and has not prohibited the transfer under the Foreign Acquisitions and Takeovers Act 1975.
22.2 This promise is essential and a breach of it entitles the vendor to *terminate*.

23 Strata or community title
● Definitions and modifications
23.1 This clause applies only if the land (or part of it) is a lot in a strata, neighbourhood, precinct or community scheme (or on completion is to be a lot in a scheme of that kind).
23.2 In this contract –
23.2.1 'change', in relation to a scheme, means –
- a registered or registrable change from by-laws set out in this contract;
- a change from a development contract or management statement set out in this contract; or
- a change in the boundaries of common property;

23.2.2 'common property' includes association property for the scheme or any higher scheme;
23.2.3 'contribution' includes an amount payable under a by-law;
23.2.4 'information certificate' includes a certificate under s184 Strata Schemes Management Act 2015 and s174 Community Land Management Act 2021;
23.2.5 'interest notice' includes a strata interest notice under s22 Strata Schemes Management Act 2015 and an association interest notice under s20 Community Land Management Act 2021;
23.2.6 'normal expenses', in relation to an owners corporation for a scheme, means normal operating expenses usually payable from the administrative fund of an owners corporation for a scheme of the same kind;
23.2.7 'owners corporation' means the owners corporation or the association for the scheme or any higher scheme;
23.2.8 'the *property*' includes any interest in common property for the scheme associated with the lot; and
23.2.9 'special expenses', in relation to an owners corporation, means its actual, contingent or expected expenses, except to the extent they are –
- normal expenses;
- due to fair wear and tear;
- disclosed in this contract; or
- covered by moneys held in the capital works fund.

23.3 Clauses 11, 14.8 and 18.4 do not apply to an obligation of the owners corporation, or to property insurable by it.
23.4 Clauses 14.4.2 and 14.6 apply but on a unit entitlement basis instead of an area basis.
● Adjustments and liability for expenses
23.5 The *parties* must adjust under clause 14.1 –
23.5.1 a regular periodic contribution;
23.5.2 a contribution which is not a regular periodic contribution but is disclosed in this contract; and
23.5.3 on a unit entitlement basis, any amount paid by the vendor for a normal expense of the owners corporation to the extent the owners corporation has not paid the amount to the vendor.

LOT 2 DEPOSITED PLAN 221618

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

23.6 If a contribution is not a regular periodic contribution and is not disclosed in this contract –
23.6.1 the vendor is liable for it if it was determined on or before the contract date, even if it is payable by instalments; and
23.6.2 the purchaser is liable for all contributions determined after the contract date.
23.7 The vendor must pay or allow to the purchaser on completion the amount of any unpaid contributions for which the vendor is liable under clause 23.6.1.
23.8 *Normally*, the purchaser cannot make a claim or *requisition* or *rescind* or *terminate* in respect of –
23.8.1 an existing or future actual, contingent or expected expense of the owners corporation;
23.8.2 a proportional unit entitlement of the lot or a relevant lot or former lot, apart from a claim under clause 6; or
23.8.3 a past or future change in the scheme or a higher scheme.
23.9 However, the purchaser can *rescind* if –
23.9.1 the special expenses of the owners corporation at the later of the contract date and the creation of the owners corporation when calculated on a unit entitlement basis (and, if more than one lot or a higher scheme is involved, added together), less any contribution paid by the vendor, are more than 1% of the price;
23.9.2 in the case of the lot or a relevant lot or former lot in a higher scheme, a proportional unit entitlement for the lot is disclosed in this contract but the lot has a different proportional unit entitlement at the contract date or at any time before completion;
23.9.3 a change before the contract date or before completion in the scheme or a higher scheme materially prejudices the purchaser and is not disclosed in this contract; or
23.9.4 a resolution is passed by the owners corporation before the contract date or before completion to give to the owners in the scheme for their consideration a strata renewal plan that has not lapsed at the contract date and there is not attached to this contract a strata renewal proposal or the strata renewal plan.

● Notices, certificates and inspections

23.10 Before completion, the purchaser must *serve* a copy of an interest notice addressed to the owners corporation and signed by the purchaser.
23.11 After completion, the purchaser must insert the date of completion in the interest notice and send it to the owners corporation.
23.12 The vendor can complete and send the interest notice as agent for the purchaser.
23.13 The vendor must *serve* at least 7 days before the date for completion, an information certificate for the lot, the scheme or any higher scheme which relates to a period in which the date for completion falls.
23.14 The purchaser does not have to complete earlier than 7 days after *service* of the information certificate and clause 21.3 does not apply to this provision. On completion the purchaser must pay the vendor the prescribed fee for the information certificate.
23.15 The vendor authorises the purchaser to apply for the purchaser's own information certificate.
23.16 The vendor authorises the purchaser to apply for and make an inspection of any record or other document in the custody or control of the owners corporation or relating to the scheme or any higher scheme.

● Meetings of the owners corporation

23.17 If a general meeting of the owners corporation is convened before completion –
23.17.1 if the vendor receives notice of it, the vendor must immediately notify the purchaser of it; and
23.17.2 after the expiry of any cooling off period, the purchaser can require the vendor to appoint the purchaser (or the purchaser's nominee) to exercise any voting rights of the vendor in respect of the lot at the meeting.

24 Tenancies

24.1 If a tenant has not made a payment for a period preceding or current at the *adjustment date* –
24.1.1 for the purposes of clause 14.2, the amount is to be treated as if it were paid; and
24.1.2 the purchaser assigns the debt to the vendor on completion and will if required give a further assignment at the vendor's expense.
24.2 If a tenant has paid in advance of the *adjustment date* any periodic payment in addition to rent, it must be adjusted as if it were rent for the period to which it relates.
24.3 If the *property* is to be subject to a tenancy on completion or is subject to a tenancy on completion –
24.3.1 the vendor authorises the purchaser to have any accounting records relating to the tenancy inspected and audited and to have any other document relating to the tenancy inspected;
24.3.2 the vendor must *serve* any information about the tenancy reasonably requested by the purchaser before or after completion; and
24.3.3 *normally*, the purchaser can claim compensation (before or after completion) if –
- a disclosure statement required by the Retail Leases Act 1994 was not given when required;
- such a statement contained information that was materially false or misleading;
- a provision of the lease is not enforceable because of a non-disclosure in such a statement; or
- the lease was entered into in contravention of the Retail Leases Act 1994.

LOT 5 DEPOSITED PLAN 218618

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

24.4 If the *property* is subject to a tenancy on completion –
- 24.4.1 the vendor must allow or transfer –
  - any remaining bond money or any other security against the tenant's default (to the extent the security is transferable);
  - any money in a fund established under the lease for a purpose and compensation for any money in the fund or interest earnt by the fund that has been applied for any other purpose; and
  - any money paid by the tenant for a purpose that has not been applied for that purpose and compensation for any of the money that has been applied for any other purpose;
- 24.4.2 if the security is not transferable, each *party* must do whatever is reasonably necessary to cause a replacement security to issue for the benefit of the purchaser and the vendor must hold the original security on trust for the benefit of the purchaser until the replacement security issues;
- 24.4.3 the vendor must give to the purchaser –
  - at least 2 *business days* before the date for completion, a proper notice of the transfer (an attornment notice) addressed to the tenant, to be held by the purchaser in escrow until completion;
  - any certificate given under the Retail Leases Act 1994 in relation to the tenancy;
  - a copy of any disclosure statement given under the Retail Leases Act 1994;
  - a copy of any document served on the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion; and
  - any document served by the tenant under the lease and written details of its service, if the document concerns the rights of the landlord or the tenant after completion;
- 24.4.4 the vendor must comply with any obligation to the tenant under the lease, to the extent it is to be complied with by completion; and
- 24.4.5 the purchaser must comply with any obligation to the tenant under the lease, to the extent that the obligation is disclosed in this contract and is to be complied with after completion.

25 Qualified title, limited title and old system title

25.1 This clause applies only if the land (or part of it) –
- 25.1.1 is under qualified, limited or old system title; or
- 25.1.2 on completion is to be under one of those titles.

25.2 The vendor must *serve* a proper abstract of title *within* 7 days after the contract date.

25.3 If an abstract of title or part of an abstract of title is attached to this contract or has been lent by the vendor to the purchaser before the contract date, the abstract or part is *served* on the contract date.

25.4 An abstract of title can be or include a list of documents, events and facts arranged (apart from a will or codicil) in date order, if the list in respect of each document –
- 25.4.1 shows its date, general nature, names of parties and any registration number; and
- 25.4.2 has attached a legible photocopy of it or of an official or registration copy of it.

25.5 An abstract of title –
- 25.5.1 must start with a good root of title (if the good root of title must be at least 30 years old, this means 30 years old at the contract date);
- 25.5.2 in the case of a leasehold interest, must include an abstract of the lease and any higher lease;
- 25.5.3 *normally*, need not include a Crown grant; and
- 25.5.4 need not include anything evidenced by the Register kept under the Real Property Act 1900.

25.6 In the case of land under old system title –
- 25.6.1 in this contract 'transfer' means conveyance;
- 25.6.2 the purchaser does not have to *serve* the transfer until after the vendor has *served* a proper abstract of title; and
- 25.6.3 each vendor must give proper covenants for title as regards that vendor's interest.

25.7 In the case of land under limited title but not under qualified title –
- 25.7.1 *normally*, the abstract of title need not include any document which does not show the location, area or dimensions of the land (for example, by including a metes and bounds description or a plan of the land);
- 25.7.2 clause 25.7.1 does not apply to a document which is the good root of title; and
- 25.7.3 the vendor does not have to provide an abstract if this contract contains a delimitation plan (whether in registrable form or not).

25.8 On completion the vendor must give the purchaser any *document of title* that relates only to the *property*.

25.9 If on completion the vendor has possession or control of a *document of title* that relates also to other property, the vendor must produce it as and where necessary.

25.10 The vendor must give a proper covenant to produce where relevant.

25.11 The vendor does not have to produce or covenant to produce a document that is not in the possession of the vendor or a mortgagee.

25.12 If the vendor is unable to produce an original document in the chain of title, the purchaser will accept a photocopy from the *Land Registry* of the registration copy of that document.

LOT 6 DEPOSITED PLAN 2018

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

26 Crown purchase money

26.1 This clause applies only if purchase money is payable to the Crown, whether or not due for payment.
26.2 The vendor is liable for the money, except to the extent this contract says the purchaser is liable for it.
26.3 To the extent the vendor is liable for it, the vendor is liable for any interest until completion.
26.4 To the extent the purchaser is liable for it, the *parties* must adjust any interest under clause 14.

27 Consent to transfer

27.1 This clause applies only if the land (or part of it) cannot be transferred without consent under *legislation* or a *planning agreement*.
27.2 The purchaser must properly complete and then *serve* the purchaser's part of an application for consent to transfer of the land (or part of it) *within* 7 days after the contract date.
27.3 The vendor must apply for consent *within* 7 days after *service* of the purchaser's part.
27.4 If consent is refused, either *party* can *rescind*.
27.5 If consent is given subject to one or more conditions that will substantially disadvantage a *party*, then that *party* can *rescind within* 7 days after receipt by or *service* upon the *party* of written notice of the conditions.
27.6 If consent is not given or refused –
27.6.1 *within* 42 days after the purchaser *serves* the purchaser's part of the application, the purchaser can *rescind*; or
27.6.2 *within* 30 days after the application is made, either *party* can *rescind*.
27.7 Each period in clause 27.6 becomes 90 days if the land (or part of it) is –
27.7.1 under a *planning agreement*; or
27.7.2 in the Western Division.
27.8 If the land (or part of it) is described as a lot in an unregistered plan, each time in clause 27.6 becomes the later of the time and 35 days after creation of a separate folio for the lot.
27.9 The date for completion becomes the later of the date for completion and 14 days after *service* of the notice granting consent to transfer.

28 Unregistered plan

28.1 This clause applies only if some of the land is described as a lot in an unregistered plan.
28.2 The vendor must do whatever is reasonably necessary to have the plan registered *within* 6 months after the contract date, with or without any minor alteration to the plan or any document to be lodged with the plan validly required or made under *legislation*.
28.3 If the plan is not registered *within* that time and in that manner –
28.3.1 the purchaser can *rescind*; and
28.3.2 the vendor can *rescind*, but only if the vendor has complied with clause 28.2 and with any *legislation* governing the rescission.
28.4 Either *party* can *serve* notice of the registration of the plan and every relevant lot and plan number.
28.5 The date for completion becomes the later of the date for completion and 21 days after *service* of the notice.
28.6 Clauses 28.2 and 28.3 apply to another plan that is to be registered before the plan is registered.

29 Conditional contract

29.1 This clause applies only if a provision says this contract or completion is conditional on an event, but does not apply to an event to which clause 28 applies.
29.2 If the time for the event to happen is not stated, the time is 42 days after the contract date.
29.3 If this contract says the provision is for the benefit of a *party*, then it benefits only that *party*.
29.4 If anything is necessary to make the event happen, each *party* must do whatever is reasonably necessary to cause the event to happen.
29.5 A *party* can *rescind* under this clause only if the *party* has substantially complied with clause 29.4.
29.6 If the event involves an approval and the approval is given subject to a condition that will substantially disadvantage a *party* who has the benefit of the provision, the *party* can *rescind within* 7 days after either *party serves* notice of the condition.
29.7 If the *parties* can lawfully complete without the event happening –
29.7.1 if the event does not happen *within* the time for it to happen, a *party* who has the benefit of the provision can *rescind within* 7 days after the end of that time;
29.7.2 if the event involves an approval and an application for the approval is refused, a *party* who has the benefit of the provision can *rescind within* 7 days after either *party serves* notice of the refusal; and
29.7.3 the date for completion becomes the later of the date for completion and 21 days after the earliest of –
- either *party serving* notice of the event happening;
- every *party* who has the benefit of the provision *serving* notice waiving the provision; or
- the end of the time for the event to happen.

NOT A DEPOSITED PLAN 2026

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

29.8 If the *parties* cannot lawfully complete without the event happening –
29.8.1 if the event does not happen *within* the time for it to happen, either *party* can *rescind*;
29.8.2 if the event involves an approval and an application for the approval is refused, either *party* can *rescind*;
29.8.3 the date for completion becomes the later of the date for completion and 21 days after either *party* *serves* notice of the event happening.
29.9 A *party* cannot *rescind* under clauses 29.7 or 29.8 after the event happens.

30 Manual transaction

30.1 This clause applies if this transaction is to be conducted as a *manual transaction*.

● Transfer

30.2 *Normally*, the purchaser must *serve* the transfer at least 7 days before the date for completion.
30.3 If any information needed for the transfer is not disclosed in this contract, the vendor must *serve* it.
30.4 If the purchaser *serves* a transfer and the transferee is not the purchaser, the purchaser must give the vendor a direction signed by the purchaser personally for that transfer.
30.5 The vendor can require the purchaser to include a covenant or easement in the transfer only if this contract contains the wording of the proposed covenant or easement, and a description of the land burdened and benefited.

● Place for completion

30.6 *Normally*, the *parties* must complete at the completion address, which is –
30.6.1 if a special completion address is stated in this contract - that address; or
30.6.2 if none is stated, but a first mortgagee is disclosed in this contract and the mortgagee would usually discharge the mortgage at a particular place - that place; or
30.6.3 in any other case - the vendor's *solicitor's* address stated in this contract.
30.7 The vendor by reasonable notice can require completion at another place, if it is in NSW, but the vendor must pay the purchaser's additional expenses, including any agency or mortgagee fee.
30.8 If the purchaser requests completion at a place that is not the completion address, and the vendor agrees, the purchaser must pay the vendor's additional expenses, including any agency or mortgagee fee.

● Payments on completion

30.9 On completion the purchaser must pay to the vendor the amounts referred to in clauses 16.5.1 and 16.5.2, by cash (up to $2,000) or *settlement cheque*.
30.10 *Normally*, the vendor can direct the purchaser to produce a *settlement cheque* on completion to pay an amount adjustable under this contract and if so –
30.10.1 the amount is to be treated as if it were paid; and
30.10.2 the *cheque* must be forwarded to the payee immediately after completion (by the purchaser if the *cheque* relates only to the *property* or by the vendor in any other case).
30.11 If the vendor requires more than 5 *settlement cheques*, the vendor must pay $10 for each extra *cheque*.
30.12 If the purchaser must make a *GSTRW payment* the purchaser must –
30.12.1 produce on completion a *settlement cheque* for the *GSTRW payment* payable to the Deputy Commissioner of Taxation;
30.12.2 forward the *settlement cheque* to the payee immediately after completion; and
30.12.3 *serve* evidence of receipt of payment of the *GSTRW payment* and a copy of the settlement date confirmation form submitted to the Australian Taxation Office.
30.13 If the purchaser must pay an *FRCGW remittance*, the purchaser must –
30.13.1 produce on completion a *settlement cheque* for the *FRCGW remittance* payable to the Deputy Commissioner of Taxation;
30.13.2 forward the *settlement cheque* to the payee immediately after completion; and
30.13.3 *serve* evidence of receipt of payment of the *FRCGW remittance*.

31 Foreign Resident Capital Gains Withholding

31.1 This clause applies only if –
31.1.1 the sale is not an excluded transaction within the meaning of s14-215 of Schedule 1 to the *TA Act*; and
31.1.2 a *clearance certificate* in respect of every vendor is not attached to this contract.
31.2 If the vendor *serves* any *clearance certificate* or *variation*, the purchaser does not have to complete earlier than 5 *business days* after that *service* and clause 21.3 does not apply to this provision.
31.3 The purchaser must at least 2 *business days* before the date for completion, *serve* evidence of submission of a purchaser payment notification to the Australian Taxation Office by the purchaser or, if a direction under either clause 4.8 or clause 30.4 has been given, by the transferee named in the transfer the subject of that direction.
31.4 The vendor cannot refuse to complete if the purchaser complies with clause 31.3 and, as applicable, clauses 4.10 or 30.13.
31.5 If the vendor *serves* in respect of every vendor either a *clearance certificate* or a *variation* to 0.00 percent, clauses 31.3 and 31.4 do not apply.

LOT 6 REGISTERED PLAN 22615

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

32 Residential off the plan contract

32.1 This clause applies if this contract is an off the plan contract within the meaning of Division 10 of Part 4 of the Conveyancing Act 1919 (the Division).

32.2 No provision of this contract has the effect of excluding, modifying or restricting the operation of the Division.

32.3 If the purchaser makes a claim for compensation under the terms prescribed by sections 4 to 6 of Schedule 3 to the Conveyancing (Sale of Land) Regulation 2022 –

32.3.1 the purchaser cannot make a claim under this contract about the same subject matter, including a claim under clauses 6 or 7; and

32.3.2 the claim for compensation is not a claim under this contract.

LOT 3 DEPOSITED PLAN 221618

BREACH OF COPYRIGHT MAY RESULT IN LEGAL ACTION

TERRACON

ANNEXURE A - SPECIAL CONDITIONS

33. DEFINITIONS

In this Contract, where words are defined in the General Conditions those words will have the meanings given to them in the General Conditions otherwise the following definitions apply:

"Authority" means the Crown, a minister, a government department, a corporation or authority constituted for a public purpose, a holder of an office for a public purpose, a court and any officer or agent of any of the foregoing acting as such;

"Breach" means any breach of or non-compliance (or any alleged breach or non-compliance) with any laws in respect of the *property*;

"Certificates" means a certificate relating to the compliance with any building or development laws;

"Claim" means any claim for compensation, reduction in price, cost, expense, loss, damage, extension of time, objection or requisition;

"Contamination" means any means a discharge, emission or deposit of any solid, liquid, gas or substance of any kind that brings about a detrimental change in the condition of the *property* which makes the *property* unsafe, unfit or harmful for use or occupation by any person for a use similar to the use for which the *property* has been used;

"Defects" means any defect arising from improper materials or workmanship;

"Encroachment" means any encroachment (or any alleged encroachment) by any building or structure onto the *property* or by the improvements onto any adjoining land, or any other building or structure onto any adjoining land;

"**Exclusions**" means all items, chattels, fixtures and fittings on the *property* which are:

(a) not owned by the vendor; or

(b) otherwise specifically excluded from the sale;

"General Conditions" means the NSW Law Society standard form of Contract for the sale of land (including, for the avoidance of doubt, the Schedule and the general conditions);

"Guarantor" means, if the purchaser is a proprietary limited company, the directors of the purchaser;

"**Inclusions**" means all items on the *property* owned by the vendor;

"Lease" means each lease between the Vendor (as landlord) and a Lessee annexed to this Contract or otherwise registered on the title for the Land.

"Lease Documents" means any Lease and any other documents that relates to a Lease and as annexed or attached to this Contract.

"Lease Payments" means all rent, outgoings, and other payments that a Lessee is required to make under the terms of a Lease to the Vendor.

"Lessee" means the lessee under a Lease.

"Particulars of Sale" means the particulars of sale in this contract set out on page one of the Standard Form;

"Security" means any original bank guarantee or cash bond held in a trust account provided to the Vendor by a Lessee under the terms of a Lease.

"Special Conditions" means the further clauses contained in this Annexure A.

34. GENERAL

(a) To the extent that the General Conditions are inconsistent with these Special Conditions, these Special Conditions override the General Conditions.

(b) This Contract cannot be varied, except by a later written document executed by all parties.

(c) A right created by this Contract cannot be waived except in writing signed by the party entitled to that right.

(d) Delay by a party in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by a party of a right operate as a subsequent waiver of the same right or any other right of that party.

(e) Each party must promptly execute all documents and do all things necessary or desirable to give full effect to the arrangements contained in this Contract.

(f) The laws applicable in the state of New South Wales govern this Contract, and the parties submit to the non- exclusive jurisdiction of the courts of the state of New South Wales and any courts competent to hear appeals from those courts.

(g) If a clause or part of a clause is unenforceable, voidable, invalid, or illegal, it must be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is taken to be severed from this Contract without affecting the enforceability, validity or legality of the remaining clauses (or parts of the clauses) which will continue in full force and effect. This clause has no effect if the severance alters the basic nature of this contract or is contrary to public policy.

(h) A right or obligation of a party that can operate or have effect on or after the completion, expiration, termination or rescission of this Contract will not merge on the occurrence of that event but will remain in full force and effect.

(i) This Contract is properly executed if each party executes either this document or an identical document.

(j) In the latter case, this Contract takes effect when the separately executed documents are exchanged between the parties.

(k) The provisions of this Contract which are intended to have application after Completion, continue to apply from Completion and do not merge on completion of this Contract.

35. ENTIRE AGREEMENT

(a) This contract:

i. sets out the entire understanding between the parties concerning the subject matter of this contract; and

ii. supersedes any prior arrangement, contract, advice or material provided to the purchaser.

(b) The purchaser acknowledges and agrees that it has not relied on any warranty or representation from the vendor or the vendor's agent or any other person acting on behalf of the vendor concerning the *property*.

36. VENDOR AGENT

(a) The purchaser warrants that it was not introduced directly or indirectly to either the vendor's agent or the *property* by any person other than the vendor's agent or in circumstances that would otherwise give rise to any Claim or demand for commission or remuneration with respect to the sale of the *property*.

(b) The purchaser indemnifies the vendor against any Claim or demand for commission or remuneration by any person other than the vendor's agent arising from a breach of the warranty in clause 36(a).

37. PURCHASER ACKNOWLEDGEMENTS

(a) The *property* is sold in its current state and condition with any latent or patent Defects.

(b) Subject to the *Competition and Consumer Act 2010* (Cth), the purchaser acknowledges and agrees that no warranties or representation by the vendor or any agent on its behalf were made relating to the property and the purchaser has relied on its own inspections and enquiries concerning the property prior to entering into this contract.

(c) The purchaser must not lodge a caveat over the land prior to date for completion.

38. INCLUSIONS AND EXCLUSIONS

(a) The Inclusions are included in the sale of the *property* to the purchaser.

(b) The Exclusions are excluded in the sale of the *property* to the purchaser.

(c) The Inclusions are sold to the purchaser free from all securities, liens, charges and other encumbrances.

(d) The purchaser must not make any Claim or delay completion due to any damage, breakdown or failure of any Inclusions after the contract date.

(e) The vendor need not give formal delivery of the Inclusions included in sale but must leave them at the *property* on completion.

39. CONDITION OF PROPERTY

(a) The purchaser warrants to the vendor that the purchaser is satisfied with the condition of the *property* including any Defects and Contamination, and that the purchaser is purchasing the *property* in its current state and condition.

(b) The purchaser acknowledges that the improvements on the *property* may be subject to or require compliance with current building laws under which the improvements were constructed. The purchaser agrees that a failure to comply with any such laws will not constitute a defect in the vendor's *document of title*.

(c) The vendor does not warrant or provide the purchaser with any assurance that the *property* is free from Contamination. The purchaser acknowledges that it has made, or has had the opportunity to make, its own investigations concerning Contamination on or in the *property* and relies entirely on those investigations in entering this contract.

(d) The purchaser must not make any Claim, requisition, delay completion, terminate or rescind this contract due to any of the following:

i. any Encroachment by or on the *property*;

ii. any listing or interim listing of the *property* on any heritage register or any recommendation, listing or affectation in respect of the *property* by any conservation body;

iii. anything that was discoverable by the purchaser, or on behalf of the purchaser, or anything that should have been within the knowledge of the purchaser;

iv. any omission or mistake in the measurement or description of the *property* or vendor;

v. the existence or non-existence of any Certificates or approvals for any additions, alternations, structure of building on the land;

vi. loss, damage, dilapidation, infestation, mechanical breakdown or wear and tear which may affect the *property* prior to completion;

vii. any actual or alleged Breach;

viii. any outstanding requirement to erect additional fencing or amend the existing fencing on the *property*;

ix. any Claims (whether threatened or actual) with respect to the common property or any body corporate related to the *property*;

x. loss, damage or need for further works (whether repair or otherwise) to the *property*;

xi. any actual or potential Breach or Claim with respect to the *property*;

xii. any installation or services which are on or pass through or over the *property* which are used by adjoining land or pass through any other land despite the absence of easements or rights affecting or benefiting the *property*;

xiii. requirements of an Authority (whether made before or after the date for completion);

xiv. any Contamination located at, migrating from, or affecting the *property* or any Contamination located at the *property* which has affected or is affecting the surrounding properties;

xv. non-compliance of the *property* with any law; or

xvi. the existence or non-existence of any services or utilities.

40. CONTAMINATION

(a) The purchaser warrants it has entered into this contract in reliance on its own environmental audit and assessment of any Contamination on or in the *property* and advice from its consultants to the extent of any Contamination on or in the *property*.

(b) The purchaser acknowledges that it has not relied on any statement, representation, information or other materials with respect to Contamination in or on the *property* prior to entering this contract and that now warranties were given by the vendor with respect to the presence or extent of Contamination on or affecting the land.

(c) On and from completion the purchaser releases and indemnifies the vendor to the fullest extent possible for any Claim arising in connection with:

i. the presence of Contamination in, under, above or within the *property* or land;

ii. the emanation of Contamination from adjoining land; or

iii. compliance with all environmental laws or requirements of any Authority in respect of the Contamination (including any clean up orders or similar requirements imposed by an Authority).

41. BUILDING INFORMATION CERTIFICATE

(a) The vendor does not have a building information certificate issued in accordance with Division 6.7 of the *Environmental Planning and Assessment Act 1979* (NSW) for the improvements on the land.

(b) The purchaser may not have the property inspected to obtain a building information certificate.

42. ADJUSTMENTS

If completion does not occur on the date for completion due to an act or omission of the purchaser, the parties agree that the *adjustment date* will be the date for completion and not the date that completion takes place.

43. REASONABLE TIME

If expressly agreed by both *parties,* fourteen (14) days shall be reasonable and adequate time for the insertion in any notice *served* by one *party* upon the other *party,* requiring completion of this contract.

44. INTEREST FOR DELAY

If completion of this contract takes place after the completion date due to the purchaser's delay, it is an essential condition of this contract that the purchaser shall pay to the vendor upon completion, in addition to any other moneys payable pursuant to this contract:

(a) the amount obtained by applying a simple interest formula of ten percent (10%) per annum to the balance of the price and calculated on a daily basis from but not including the completion date and including the date on which this contract is completed provided that no interest shall be payable in respect of any period during which the vendor is in default under this contract;

(b) the additional sum of $250.00 (inclusive GST) for each occasion completion is cancelled, or re-scheduled to cover the legal costs and expenses incurred by the vendor; and

(c) if the vendor has issued a notice to complete, the additional sum of $550.00 (inclusive GST) to cover legal costs and expenses incurred by the vendor.

45. CHARGES ON PROPERTY

The vendor shall not be obliged to remove any charge on the *property* for any rates, tax or outgoing until completion of this contract. The purchaser shall not be entitled to delay completion of this contract by reason of the existence of any charge on the *property* for any rate, tax or outgoing and the vendor shall be entitled to *serve* a notice to complete on the purchase notwithstanding that, at the time such notice is issued or at any time thereafter, there is a charge on the *property* for any rate, tax or outgoing.

46. REQUISITIONS

The purchaser agrees that the only form of *requisitions* on the title the purchaser may make pursuant to clause 5 of this contract shall be those *requisitions* contained in 'Commercial Property Requisitions on Title – 2018' available from the Law Society of New South Wales.

47. FIRB APPROVAL

The purchaser warrants to the vendor that:

(a) it does not require any approvals under the Australian Government's foreign investment policy to acquire the property; and

(b) the Treasurer cannot make an order under the *Foreign Acquisitions and Takeovers Act 1975* (Cth) regarding the acquisition of the property by the purchaser.

48. DEATH & MENTAL ILLNESS

(a) If the purchaser (or one of the purchasers, if there are multiple purchasers) dies or becomes mentally ill, then the vendor may rescind this contract by issuing a notice in writing to the purchaser or its solicitor.

(b) If this Contract is rescinded in accordance with this clause, then General Condition 19 will apply.

49. INCAPACITY OF A PARTY

If any of the following happen to the purchaser before completion, the vendor may *rescind* and the terms in General Condition 19 will apply:

(a) the purchaser goes into liquidation;

(b) the purchaser has a summons or application presented or an order made for it to be wound up;

(c) the purchaser has an administrator or receiver appointed over any part of its assets;

(d) the purchaser enters into a scheme, deed of arrangement, assignment or composition for the benefit of its creditors.

50. NON-MERGER

The parties agree that any obligation for the purchaser to make any payment under this contract will not merge on completion.

51. ASSISTANCE

(a) The purchaser must perform all acts, or do all things, required under this contract in a timely manner.

(b) The purchaser must provide all reasonable assistance to the vendor to assist with the vendor complying with its obligations under this contract.

52. NOTICES

(a) Notices required or authorised by this contract must be in writing.

(b) Any notice may be served by:

i. leaving it at; or

ii. sending it by prepaid Express Post to,

the address of the person to be served as stated in the schedule or as notified by that person to the other as that person's address for service under this contract; or

iii. by email to an address of the person to be served as stated in the schedule (as updated or notified by that person from time to time) and, unless a notification is received by the sending party that it is not delivered or the email address in unattended, the notice is taken to have been received at the time it was sent and if not sent before 5:00pm on a Business Day, on the next Business Day; or

iv. serving it on that party's solicitor in any of the above ways.

(c) A party's solicitor may give a notice, claim or authority on behalf of that party.

(d) A notice is taken to be received by the addressee:

i. (in the case of prepaid Express Post sent to an address in Australia) on the third day after the date of posting;

ii. (in the case of prepaid Express Post sent to an address in another country) on the fifth day after the date of posting by airmail;

iii. (in the case of email) at the time in the place to which it is sent unless it is not received, or the receiving party indicated by immediate automatic response that the email address is unattended; and

iv. (in the case of delivery by hand) on delivery,

but if the communication is taken to be received on a day that is not a Business Day or after 5.00 pm, it is taken to be received at 9.00 am on the next Business Day.

53. AMENDMENTS TO GENERAL CONDITIONS

The following clauses in the General Conditions are amended:

(a) clause 2.9 is deleted.

(b) clause 3 is deleted.

(c) clauses 5.1, 5.2.1 and 5.2.3 are deleted.

(d) clause 7.1.1 is deleted and replaced with the words ‘any amount is claimed’.

(e) clause 7.2.1 the figure ‘10%’ is deleted and replaced with ‘$1,000.00’.

(f) clause 10.1.8 and 10.1.9 amended by deleting the words ‘substance’ and ‘disclosed’ and replaced with the words ‘existence’ and ‘noted’ respectively.

(g) clause 11 is deleted.

(h) clauses 12.1 and 12.2.1 are deleted.

(i) clause 12.3 is deleted and replaced with:

“to make 1 inspection of the *property* in the 7 days before a time appointed for completion provided that the vendor is given reasonable notice and the purchaser complies with all reasonable directions by the vendor”.

(j) clause 20.6.5 is deleted and replaced with:

”*served* if it is sent by email to the *party’s solicitor* (and notice is taken to have been received):

- when the sender receives an automated message confirming delivery; or
- 4 hours after the time sent (a recorded on the device from which the sender sent the email) unless the sender receives an automated message that delivery failed,

whichever happens first."

(k) clause 23.5.2, the words 'but is disclosed in this contract' are deleted.

(l) clause 23.6.1, the word 'vendor' is deleted and replaced with the word 'purchaser'.

(m) clause 23.7 is deleted.

(n) clause 23.9.1 is deleted.

(o) clause 23.13, the word 'vendor' is deleted and replaced with the word 'purchaser'.

(p) clause 23.14 is deleted.

(q) clauses 24, 26, 27, 28 and 29 are deleted.

(r) clause 32 is deleted.

54. DIRECTOR GUARANTEE AND INDEMNITY

(a) If the purchaser is a corporation that is not listed on the Australian Stock Exchange or is a company limited by guarantee under the *Corporations Act 2001* (Cth), then each director of the purchaser must provide a personal guarantee in the form of the Deed of Guarantee and Indemnity attached as Annexure B (**Guarantee & Indemnity Deed**).

(b) If any Guarantor has not signed the Guarantee & Indemnity Deed within 7 days from the Date of this Contract, the vendor may immediately terminate this contract by serving a written notice to the purchaser or its solicitor.

55. SALE SUBJECT TO LEASE

(a) The *property* is sold and the purchaser takes title subject to the Lease Documents.

(b) In consideration of payment of the price, the Vendor assigns to the Purchaser, subject to and with effect from Completion, the benefit of all assignable covenants under or contained in the Lease Documents on the part of a Lessee, in favour of the vendor and any predecessor in title, whether or not those assignable covenants touch and concern or run with the land, together with the full benefit of any assignable guarantees in favour of the Vendor contained in the Lease Documents.

(c) The purchaser:

i. acknowledges that it has inspected and undertaken its own due diligence of the Lease Documents and made its own enquiries in relation to all matters in the Lease Documents and represents and warrants that it has satisfied itself in all respects; and

ii. accepts the Leases and the Lease Documents.

(d) The vendor does not warrant or represent any of the following:

i. any of the Lease Documents will be in existence or will be in force as at Completion;

ii. a Lessee will not be in default under the Lease Documents as at Completion;

iii. a Lessee will be in occupation of their premises at Completion;

iv. the Leases are legally binding and valid;

v. a Lessee is able to comply with its obligations under the Lease Documents;

vi. the Security is valid, enforceable or assignable to the purchaser; and

vii. the Lease Documents comply with all relevant legislation, including but not limited to the purchaser is not entitled to rescind, terminate or delay completion of this Contract, nor to make any Claim because of any matter referred to in this Special Condition 55(d) occurring on or before Completion.

(e) The purchaser is not entitled to rescind, terminate or delay completion of this Contract, or make any Claim in relation to any matter relating to the Lease Documents, including:

i. by reason of any term of any of the Lease Documents;

ii. in relation to the use of any premises the subject of a Lease;

iii. in relation to any outstanding breach of any Lease Documents or any relevant legislation including but not limited to the

iv. on the grounds that any term of any Lease Document is or may be unenforceable or that any Lease Document is unenforceable or open to termination; and

v. that the actual area of any of the premises the subject of any Lease Documents (as surveyed in accordance with the Property Council of Australia method of measurement) is different to that stated in the Lease Documents or in information made available to the Purchaser.

(f) From Completion, the purchaser must comply with the obligations of the lessor or licensor under the Lease Documents including but not limited to complying with the obligations of the vendor for any option to renew, and any covenants that do not touch and concern or run with the Land.

(g) The purchaser indemnifies the vendor from and against any Claim that may be made against the vendor as a result of a failure by the purchaser, or its assignees, to observe and comply with the covenants and undertakings on the part of the lessor or licensor under the Lease Documents after Completion or any liability relating to the *property* or its operation after Completion.

(h) Prior to Completion:

i. the vendor is entitled to draw or call on the Security; and

ii. the vendor is not under any obligation to enforce any term of a Lease, unless the vendor is required to under the terms of the Leases, in which event it will notify the purchaser.

(i) The vendor agrees that after the contract date until Completion it will not without the prior written approval of the purchaser:

i. enter into any new tenancy including any further lease;

ii. consent to any Leases or sub tenancies relating to the property;

iii. consent or approve any variation, assignment, transfer or surrender of a Lease;

iv. terminate a Lease or take steps to re-enter or waive any breach of a Lease Document.

(j) The vendor will provide the purchaser with any original Lease Documents it has in its possession as at the contract date on Completion (including, subject to the vendor exercising its right under Special Condition 55(h), the Security).

(k) From Completion, in respect of each bank guarantee which the vendor delivers to the purchaser:

i. if assignment is permitted and effective, the vendor assigns all its rights under the bank guarantee to the purchaser and will prepare notices to each bank advising of such assignment; or

ii. if assignment is not permitted or is ineffective:

1. the vendor must deliver to the purchaser at Completion, letters to each Lessee and to each bank, notifying them of the sale of the property and asking the bank to redraw the bank guarantees in the purchaser's favour (and the Lessee to provide any approval required for this to occur); and

2. until such time as replacement bank guarantees are provided but by no later than three (3) months after Completion, the vendor holds its rights under the bank guarantees for the benefit of the purchaser and must promptly do whatever the purchaser reasonably requires at the purchaser's expense to enable the purchaser to enjoy that benefit.

(l) The vendor must prepare and deliver to the purchaser at Completion a notice in favour of each guarantor under a Lease, giving the guarantor written notice of the assignment to the purchaser of the benefit of the relevant guarantee.

(m) Where the vendor holds a cash deposit from a Lessee under a Lease, the amount of the Price payable by the purchaser to the vendor on the Completion Date will be reduced by the amount of such cash deposit.

(n) The vendor will provide the purchaser with a notice of attornment addressed to the Lessees on Completion. The purchaser must serve the notices of attornment on each of the Lessees as soon as reasonably practicable following Completion.

(o) If required by a Lease Document or the vendor, the purchaser must enter a deed of covenant prepared by the vendor at its cost under which the purchaser recognises the Lessee's interest in the property under the Lease Document and confirms that the purchaser will have the benefit of the Lessee's covenant under the applicable Lease Document. If required, the purchaser must sign and return the original to the vendor within five (5) Business Days of being provided with the executable version.

56. ADJUSTMENT OF LEASE PAYMENTS

(a) The vendor is entitled to Lease Payments up to and including Completion. The purchaser is entitled to Lease Payments following Completion.

(b) The vendor and the purchaser acknowledge and agree that:

i. the parties must adjust the Lease Payments in accordance with this Special Condition 56 in order to give effect to Special Condition56; and

ii. the party that issues a tax invoice to a Lessee will retain the GST paid by that Lessee.

(c) If any Lease Payment on the Date for Completion is in arrears for any period up to and including the Date for Completion (including, for the avoidance of doubt, any Lease Payment that is payable but unpaid for the relevant period in which Completion occurs):

i. that Lease Payment will not be adjusted on the Date for Completion and the parties must, if necessary, promptly adjust the Lease Payment when it is received by either party;

ii. when any Lease Payment for a period up to and including the Date for Completion is received by the purchaser, the purchaser must promptly account to the vendor for any Lease Payment that it receives in respect of a period up to and including the Date for Completion;

iii. despite anything to the contrary, that Lease Payment (and to the extent only that it relates to a period up to and including the Date for Completion) is not included in this sale and is not assigned to the purchaser on the Date for Completion; and

iv. if the vendor's right to recover that Lease Payment is not preserved by Special Condition 56(c)ii, then the purchaser must assign the Lease Payment to the vendor (but to the extent only that relates to a period up to and including the Date for Completion) and do everything reasonably necessary (at the vendor's cost and expense) to assist the vendor to recover such amounts from the relevant Lessee.

(d) If any Lease Payment for a period beginning before and ending after the Date for Completion is reassessed after the Date for Completion, including by way of a review of rent, the parties must adjust the reassessed amount under Special Condition 56(e). If a Lessee is obliged to pay an estimate of any Lease Payment:

i. that estimate is adjusted on the Date for Completion; and

ii. the parties must adjust the estimate against the actual Lease Payment under Special Condition 56(e).

(e) The parties agree:

i. if a Lease Payment was adjusted at Completion on an amount that proves to be different from the actual amount of the Lease Payment, then either party may require a readjustment. The readjustment will be made within 21 days after completion of the final accounts for the outgoings year current as at the Date for Completion;

ii. if a payment is made or a refund given because an amount of a Lease Payment is unpaid and that Lease Payment is later paid then the party receiving the payment must make any appropriate adjustment in favour of the other party;

iii. the parties must co-operate, act promptly and reasonably, and provide each other with the financial and other information required to make the post-settlement readjustments.

57. GST – SALE OF GOING CONCERN

(a) In this Special Condition 57 for an expression or definition not defined in this Contract is taken to have the same meaning given to the term in the GST Law.

(b) The vendor and the purchaser agree that the supply by the vendor of the property owned by the vendor and any related supplies by the vendor to the purchaser under or in connection with this Contract, including the supply of a leasing enterprise, is the supply of a going concern for the purposes of section 38-325 of the GST Law and the vendor and the purchaser intend that the supply will be GST-free under that section.

(c) The purchaser warrants to the vendor that it is registered or is required to be registered under the GST Law, and will remain so up to and including Completion, so as to satisfy the requirements of section 38-325(1)(b) of the GST Law.

(d) The vendor warrants to the purchaser that it will carry on the relevant enterprise until the day of supply, so as to satisfy the requirements of section 38 325(2)(b) of the GST Law.

(e) The purchaser acknowledges that the Price has been agreed upon the assumption that the supply of the property and any related supplies by the vendor to the purchaser under or in connection with this Contract are GST-free and the purchaser agrees (if that assumption is incorrect) to pay to the vendor the amount of any GST imposed on the supply, within ten (10) Business Days of receipt of a tax invoice from the vendor.

(f) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under this Contract are exclusive of GST.

(g) If GST is imposed on any other supply made under this Contract, the recipient must pay to the supplier, in addition to, and at the same time as consideration is to be provided for the supply, GST calculated at the prevailing GST rate on the amount of consideration paid including any penalties or interest.

(h) If the amount of GST paid or payable by the supplier on any supply made under this Contract differs from the amount of GST paid by the recipient, then the amount of GST paid by the recipient will be adjusted accordingly by a further payment by the recipient to the supplier or the supplier to the recipient, as the case may be.

(i) The parties expressly agree that the rights of the parties under this Special Condition 57 will not merge on Completion.

(j) If the purchaser becomes liable to pay the vendor any monies under this Special Condition 57 (**Outstanding Amount**), the purchaser agrees to grant the vendor a charge over the property equal to the Outstanding Amount. The parties agree that the vendor will be permitted to lodge a caveat over the property to protect its interest in any Outstanding Amount under this Special Condition 57.

TERRACON

ANNEXURE B – GUARANTEE & INDEMNITY

In this Deed:

(a) Guarantor means each director of the purchaser as at the Contract Date.

(b) Any capitalised terms used in this Deed which are not defined have the corresponding meaning given to them in the Contract for Sale which this Deed forms an Annexure to.

(c) In consideration of the vendor entering the Contract at the request of each Guarantor, each Guarantor guarantees to the vendor the payment of all money payable by the purchaser under this Contract and the performance of all other obligations imposed on the purchaser under this Contract.

(d) Each Guarantor indemnifies the vendor against any loss, claim, damage, action, cost, liability, expense or payment incurred by the vendor in connection with or arising from any breach or default by the purchaser of its obligations under this Contract.

(e) Each Guarantor must pay on demand any money due to the vendor under the indemnity in clause (d).

(f) Each Guarantor is jointly and severally liable with the purchaser to the vendor for the performance of the purchaser's obligations under this contract and any damage incurred by the vendor due to the purchaser's failure to perform its obligations under this contract.

(g) Each and every guarantee and indemnity provided under the terms of this Deed is continuing and binds each Guarantor despite:

i. the death, bankruptcy or liquidation of any Guarantor;

ii. the resignation of any Guarantor as a director of the purchaser;

iii. any waiver or extension of time granted from the vendor to the purchaser;

iv. the contract being held invalid or incomplete for any reason;

v. completion of the contract;

vi. the termination of the contract; or

vii. improper execution by the purchaser to the contract.

(h) Each Guarantor warrants that their obligations under this Deed are valid and binding, they are entering this Deed as an adult above the age of 18 and are not acting in any capacity as a trustee and have been given an opportunity to seek independent legal and financial advice before entering this Deed.

(i) The Guarantor may not:

i. raise a set-off or counterclaim available to it or the purchaser against the vendor in reduction of its liability under this guarantee and indemnity; or

ii. claim to be entitled by way of contribution, indemnity, subrogation, marshalling or otherwise to the benefit of any security or guarantee held by the vendor in connection with this contract; or

iii. make a claim or enforce a rights against the purchaser or its property; or

iv. prove in competition with the vendor if a liquidator, provisional liquidation, receiver, administrator, or trustee in bankruptcy is appointed in respect of the purchaser or the purchaser is otherwise unable to pay its debts when they fall due,

until all money payable to the vendor in connection with this contract is paid.

TERRACON

GUARANTOR EXECUTION PAGE

SIGNED by **GUARANTOR** in the presence of:

Signature of **GUARANTOR**	Signature of Witness
Name of **GUARANTOR**	Name of Witness (Please print)

SIGNED by **GUARANTOR** in the presence of:

Signature of **GUARANTOR**	Signature of Witness
Name of **GUARANTOR**	Name of Witness (Please print)

NEW SOUTH WALES LAND REGISTRY SERVICES - TITLE SEARCH

FOLIO: 3/221618

SEARCH DATE	TIME	EDITION NO	DATE
8/9/2026	12:16 AM	15	4/8/2023

LAND

LOT 3 IN DEPOSITED PLAN 221618
LOCAL GOVERNMENT AREA QUEANBEYAN-PALERANG REGIONAL
PARISH OF QUEANBEYAN COUNTY OF MURRAY
TITLE DIAGRAM DP221618

FIRST SCHEDULE

PM COMMERCIAL PTY LTD (T AT92005)

SECOND SCHEDULE (4 NOTIFICATIONS)

1 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
2 J923528 CROSS EASEMENTS (S.181B CONVEYANCING ACT, 1919) AFFECTING PARTY WALL SHOWN ON THE COMMON BOUNDARY OF LOTS 2 AND 3 IN DP221618
3 AM388767 LEASE TO ANTHONY JOHN SALON PTY LTD EXPIRES: 30/4/2022. OPTION OF RENEWAL: 5 YEARS.
4 AT321586 MORTGAGE TO SUNCORP-METWAY LIMITED

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

20269936... PRINTED ON 8/9/2026

* Entries preceded by an asterisk do not appear on the former Certificate of Title abolished in 2021 or the current edition of Water Access Licence Certificate. Warning: the information appearing under notations has not been formally recorded in the Register.

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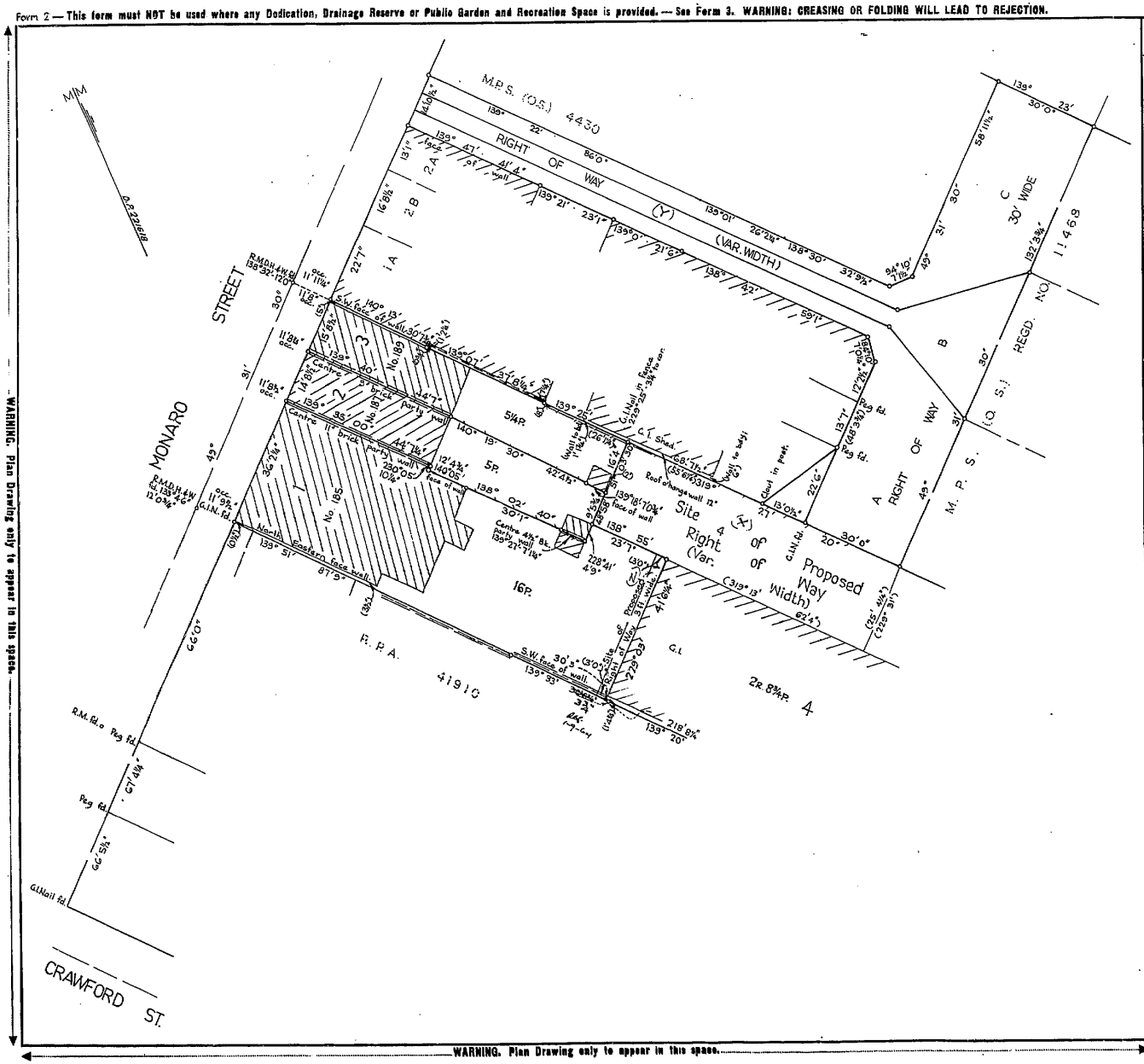
Received: 08/09/2026 00:16:05

InfoTrack
Req:R776929 /Doc:DP 0221618 P /Rev:15-Sep-1992 /NSW LRS /Pgs:ALL /Prt:08-Sep-2026 00:16 /Seq:1 of 2
© Office of the Registrar-General /Src:InfoTrack /Ref:20269936

Form 2 — This form must NOT be used where any Dedication, Drainage Reserve or Public Garden and Recreation Space is provided. — See Form 3. WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

WARNING. Plan Drawing only to appear in this space.



D.P. 221618

Registered: 21-9-1964

C.A.: 3163 of 20-11-63

Title System: Torrens

Purpose: Subdivision

Ref. Map: Queanbeyan Sh.1

Last Plan: Appn. 29029

PLAN OF SUBDIVISION OF CERT. OF TITLE VOL. 6239 FOL. 51.

Scale: 20 FEET to an inch

Mun./Shire

City: QUEANBEYAN

Locality: QUEANBEYAN

Parish: QUEANBEYAN

County: ~~CUMBERLAND~~ MURRAY

I, Walter Ross Hardy

of 92 Pitt Street, Sydney

a surveyor registered under the Surveyors Act, 1929, as amended, hereby certify that the survey represented in this plan is accurate and has been made * (1) by me (2) under my immediate supervision in accordance with the Survey Practice Regulations, 1933, and was completed on 11th July, 1963.

Signature: Ross Hardy

Surveyor registered under Surveyors Act, 1929, as amended.

Datum Line of Azimuth.

Statements of Proposed Easements.

Lot 3 is to have Right of Way over sites of same 3ft. Wide in Lot 1 and Variable Width in Lot 4

Approved by Council. I hereby certify that the requirements of the Local Government Act, 1919 (other than the requirements for registration of plans), have been complied with by the applicant in relation to the proposed subdivision set out hereon.

Subdivision No. 3163 Date 26/11/63

Council Clerk.

OFFICE USE ONLY.

*Strike out either (1) or (2)

Latest date of survey

SURVEYORS REFERENCE 19090

AMENDMENTS OR ADDITIONS NOTED ON PLAN IN REGISTRAR GENERAL'S OFFICE.

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 12th day of May, 1977

1

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 221618 SH 1/2

FEET	INCHES	METRES
-	0 1/2	0.013
-	0 3/4	0.019
-	2	0.051
-	3	0.076
-	3 1/4	0.083
-	3 1/2	0.089
-	3 3/4	0.095
-	4 1/2	0.114
-	5	0.127
-	6	0.152
-	7 1/4	0.184
-	8	0.203
-	9	0.229
-	10 1/4	0.260
-	11	0.279
1	1 3/4	0.349
1	2 1/4	0.362
1	4 1/4	0.413
3	-	0.914
4	9	1.448
7	0 1/4	2.140
7	0 3/4	2.153
7	1 1/4	2.165
7	1 1/2	2.172
9	5 3/4	2.869
11	8	3.556
11	8 1/4	3.562
11	8 1/2	3.569
11	9 1/2	3.594
11	11 1/4	3.639
12	-	3.658
12	0 3/4	3.677
12	2 1/2	3.721
12	4 3/4	3.778
13	0 1/2	3.975
13	0 5/8	3.978
13	1	3.988
13	7	4.140
14	8 1/2	4.483
14	10 1/2	4.534
15	8 1/2	4.788
16	4	4.978
16	8 1/2	5.093
21	6	6.553
22	6	6.858
22	7	6.883
23	1	7.036
23	7	7.188
25	4 1/4	7.728
26	1 1/4	7.957
26	2 1/4	7.982
30	-	9.144
30	1	9.169
30	3	9.220
30	7 3/4	9.341
32	9 1/2	9.995
36	2 1/4	11.030
37	8 1/4	11.487
41	6 1/4	12.656
42	4 1/2	12.916
44	7 1/4	13.595
48	3 3/4	14.726
55	6 1/4	16.923
58	11 1/2	17.971
59	1	18.009
62	4	18.999
66	-	20.117
66	5 1/2	20.257
67	4 1/4	20.530
68	7 1/2	20.917
86	-	26.213
87	9	26.746
132	3 3/4	40.329
218	8 1/4	66.656

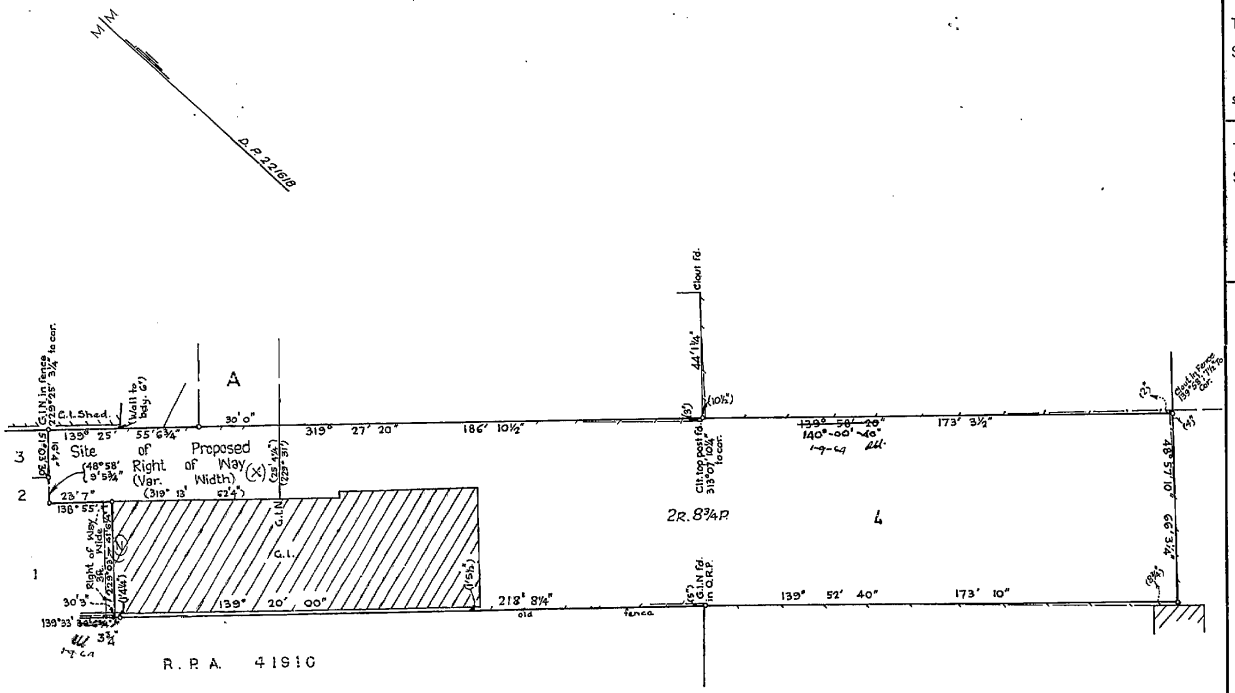
CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 221618 SH 1/2 CONTD

AC	RD	P	SQ M
-	-	5	126.5
-	-	5 1/4	132.8
-	-	16	404.7
-	2	8 3/4	2245

Form No. 4 — To be used in conjunction with Forms 2 or 3. WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION.

(3)



WARNING. Plan Drawing only to appear in this space.

D.P. 221618

Registered: 24/9/1964

This is Sheet 2 of my plan in 2 Sheets dated 11th July, 1963

Surveyor registered under Surveyors Act, 1929, as amended.

This is Sheet ..... of the plan of .....

Sheets covered by my Certificate No. 31/63 of 20/11/63

Council Clerk.

Scale: 30 FEET to an inch

19090

WARNING. Plan Drawing only to appear in this space.

CONVERSION TABLE ADDED IN REGISTRAR GENERAL'S DEPARTMENT

DP 221618 SH 2/2

FEET	INCHES	METRES
-	2	0.051
-	3	0.076
-	3 1/4	0.083
-	3 3/4	0.095
-	4	0.102
-	5	0.127
-	6	0.152
-	7 1/2	0.191
-	8 3/4	0.222
-	10 1/4	0.260
-	10 1/2	0.267
1	4 1/4	0.413
1	5 1/2	0.445
3	-	0.914
9	5 3/4	2.889
16	4	4.978
23	7	7.188
25	3 1/4	7.703
25	4 1/4	7.728
30	-	9.144
30	3	9.220
41	6 1/4	12.656
44	1 1/4	13.443
55	6 3/4	16.935
62	4	18.999
66	3 1/4	20.199
173	3 1/2	52.819
173	10	52.984
186	10 1/2	56.960
218	8 1/4	66.656

AC	RD	P	SQ M
-	2	8 3/4	2245

AMENDMENTS OR ADDITIONS NOTED ON PLAN IN REGISTRAR GENERAL'S OFFICE.

I, Bruce Richard Davies, Registrar General for New South Wales, certify that this negative is a photograph made as a permanent record of a document in my custody this 12th day of May, 1977

2

Req:R776929 /Doc:DP 0221618 P /Rev:15-Sep-1992 /NSW LRS /Pgs:ALL /Prt:08-Sep-2026 00:16 /Seq:2 of 2
© Office of the Registrar-General /Src:InfoTrack /Ref:20269936

QUEANBEYAN-PALERANG REGIONAL COUNCIL
SECTION 10.7(2&5) PLANNING CERTIFICATE
issued under
Environmental Planning and Assessment Act 1979

Certificate No.: PL.2026.1908
Your Reference: 20269936

Infotrack
GPO Box 4029
SYDNEY NSW 2001

ecertificates@infotrack.com.au

Subject Land:

Property Number:	161698
Property Address:	128 Monaro Street QUEANBEYAN NSW 2620
Legal Description:	Lot 3 DP 221618

This certificate is provided under Section 10.7(2&5) of the Act. At the date of this certificate, the subject land is affected by the following matters:

1. Names of relevant instruments and development control plans

1.1. The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land.

1.1.1 Local Environmental Plan

Queanbeyan-Palerang Regional Local Environmental Plan 2022
https://legislation.nsw.gov.au/view/html/inforce/current/epi-2022-0600

1.1.2 State Environmental Planning Policies (SEPPs):

- *SEPP (Biodiversity and Conservation) 2021*
- *SEPP (Exempt and Complying Development Codes) 2008*
- *SEPP (Housing) 2021*
- *SEPP (Industry and Employment) 2021*
- *SEPP (Planning Systems) 2021*
- *SEPP (Precincts - Regional) 2021*
- *SEPP (Primary Production) 2021*
- *SEPP (Resilience and Hazards) 2021*
- *SEPP (Resources and Energy) 2021*
- *SEPP (Sustainable Buildings) 2022*
- *SEPP (Transport and Infrastructure) 2021*

www.legislation.nsw.gov.au/browse/inforce#/epi/title/s

1.1.3 Development Control Plan

Lot 3 DP 221618 **Queanbeyan Development Control Plan 2012**
www.qprc.nsw.gov.au/Building-Development/Planning-Zoning/Planning-Controls#section-3

1.2. The name of each proposed environmental planning instrument and draft development control plan, which is subject to community consultation or public exhibition under the Act, that will apply to the carrying out of development on the land.

***Proposed environmental planning** instrument means a draft environmental planning instrument and includes a planning proposal for a local environmental plan.*

1.2.1. Draft Local Environmental Plans

Application No	Description
PP.2025.0003	**Amendment to QPRLEP 2022 – Subdivision of land with multiple zones (minimum lot size)**

www.planningportal.nsw.gov.au/ppr

1.2.2. Draft State Environmental Planning Policies (SEPPs):

- *SEPP (Housing) 2021*
- *SEPP (Planning Systems) 2021*
- *SEPP (Transport and Infrastructure)2021*

www.planning.nsw.gov.au/policy-and-legislation/state-environmental-planning-policies

1.2.3. Draft Development Control Plans (DCPs):

Lot 3 DP 221618 **No.**

2. Zoning and land use under relevant LEPs

2.1. Identity of the zone:

Lot 3 DP 221618 **E2 Commercial Centre**

2.2 **E2 Commercial Centre - *Queanbeyan-Palerang Regional LEP 2022***

1. Objectives of zone
   - **To strengthen the role of the commercial centre as the centre of business, retail, community and cultural activity.**
   - **To encourage investment in commercial development that generates employment opportunities and economic growth.**
   - **To encourage development that has a high level of accessibility and amenity, particularly for pedestrians.**
   - **To enable residential development only if it is consistent with the Council's strategic planning for residential development in the area.**
   - **To ensure that new development provides diverse and active street frontages to attract pedestrian traffic and to contribute to vibrant, diverse and functional streets and public spaces.**
   - **To recognise and reinforce the primacy of the Queanbeyan central business district as the commercial and retail centre of Queanbeyan.**
   - **To encourage some limited high density residential uses to create vitality in town centres.**

2. Permitted without consent
   Home businesses; Home occupations.

3. Permitted with consent
   Amusement centres; Artisan food and drink industries; Backpackers' accommodation; Boarding houses; Centre-based child care facilities; Commercial premises; Community facilities; Entertainment facilities; Function centres; Group homes; Hotel or motel accommodation; Information and education facilities; Local distribution premises; Medical centres; Mortuaries; Oyster aquaculture; Passenger transport facilities; Places of public worship; Recreation areas; Recreation facilities (indoor); Recreation facilities (outdoor); Registered clubs; Respite day care centres; Restricted premises; Shop top housing; Tank-based aquaculture; Vehicle repair stations; Veterinary hospitals; Any other development not specified in item 2 or 4.

4. Prohibited
   Agriculture; Air transport facilities; Airstrips; Bed and breakfast accommodation; Boat building and repair facilities; Boat launching ramps; Boat sheds; Caravan parks; Cemeteries; Charter and tourism boating facilities; Correctional centres; Crematoria; Depots; Eco-tourist facilities; Electricity generating works; Environmental facilities; Exhibition homes; Exhibition villages; Extractive industries; Farm buildings; Farm stay accommodation; Forestry; Freight transport facilities; Heavy industrial storage establishments; Helipads; Highway service centres; Home occupations (sex services); Industrial retail outlets; Industries; Jetties; Marinas; Moorings; Mooring pens; Open cut mining; Recreation facilities (major); Research stations; Residential accommodation; Resource recovery facilities; Rural industries; Service stations; Sewerage systems; Sex services premises; Storage premises; Transport depots; Truck depots; Vehicle body repair workshops; Warehouse or distribution centres; Waste disposal facilities; Water recreation structures; Water supply systems.

   Note: Demolition of a building or work requires consent under clause 2.7 of

Queanbeyan-Palerang Regional Local Environmental Plan 2022.

NOTE: Refer to the NSW Planning Portal Spatial Viewer Land Zoning Map to view the map of applicable land use zones (online digital mapping).

2.3. Listed below are additional site specific permitted uses (only with development consent) from Schedule 1 of *Queanbeyan-Palerang Regional Local Environmental Plan 2022*.

Lot 3 DP 221618	**There are no additional uses permitted on this land.**

2.4. Minimum land dimensions for the erection of a dwelling house on the land fixed by development standards applying to the land:

Lot 3 DP 221618	**E2 - Commercial Centre** **Dwelling houses are prohibited on the land.**

NOTE: Refer to the NSW Planning Portal to view the map of applicable Lot Size Map (PDF format).

2.5. Whether the land is in an area of outstanding biodiversity value under the *Biodiversity Conservation Act 2016*:

Lot 3 DP 221618	**No.**

2.6. Whether the land is in a conservation area:

Lot 3 DP 221618	**No.**

2.7. Whether an item of environmental heritage is located on the land:

Lot 3 DP 221618	**No.**

3. Contributions plans

3.1. The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans:

Lot 3 DP 221618	**Queanbeyan Section 7.12 Fixed Levy Development Contributions Plan 2019.**
Lot 3 DP 221618	**Queanbeyan Section 94 Contributions Plan for Extractive Industry 2014.**

www.qprc.nsw.gov.au/Building-Development/Planning-Zoning/Planning-controls#section-6

3.2. If the land is in a special contributions area under the Act, Division 7.1, the name of the area:

Lot 3 DP 221618	**No.**

3.3. If the land is in a special contributions area to which a continued 7.23 determination applies, the name of the area:

Lot 3 DP 221618	**No.**

4. Complying Development

4.1. If the land is land on which complying development may be carried out under each of the complying development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008,* because of that Policy, clause1.17A (1) (c)-(e), (2), (3) or (4), 1.18 (1) (c3) or 1.19.

Zone E2 Commercial Centre Lot 3 DP 221618	**Land on which complying development may be carried out**
Part 3 Housing Code	**Not Applicable**
Part 3A Rural Housing Code	**Not Applicable**
Part 3B Low Rise Housing Diversity Code	**Not Applicable**
Part 3BA Pattern Book Development Code	**Not Applicable**
Part 3C Greenfield Housing Code	**Not Applicable**
Part 3D Inland Code	**Not Applicable**
Part 4 Housing Alterations Code	**Yes**
Part 4A General Development Code	**Yes**
Part 5 Industrial and Business Alterations Code	**Yes**
Part 5A Industrial and Business Buildings Code	**Yes**
Part 5B Container Recycling Facilities Code	**Yes**
Part 6 Subdivisions Code	**Yes**
Part 7 Demolition Code	**Yes**
Part 8 Fire Safety Code	**Yes**
Part 9 Agritourism and Farm Stay Accommodation Code	**Not Applicable**

Specific land exemptions may apply only to part of a lot. Nothing in clause 1.19 *SEPP (Exempt and Complying Development Codes) 2008* prevents complying development being carried out on part of a lot that is not land referred to in clause 1.19 even if other parts of the lot are such land.

4.2. If complying development may not be carried out on that land because of one of those clauses, the reasons why it may not be carried out under the clause.

Not Applicable.	

4.3. If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Lot 3 DP 221618 **No.**

5. Exempt development

5.1. If the land is land on which exempt development may be carried out under each of the exempt development codes under *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008,* because of that Policy, clause 1.16(1)(b1)-(d) or 1.16A.

Does the land meet the requirements under Clause 1.16(1)(b1)-(d) as land on which exempt development may be carried out for the following exempt development codes:

5.1.1. Division 1 General Exempt Development Code

Lot 3 DP 221618 **Yes.**

5.1.2. Division 2 Advertising and Signage Exempt Development Code

Lot 3 DP 221618 **Yes.**

5.1.3. Division 3 Temporary Uses and Structures Exempt Development Code

Lot 3 DP 221618 **Yes.**

Refer also to Part 3 and Schedule 2 of *Queanbeyan-Palerang Regional Local Environmental Plan 2022*. This Schedule contains additional exempt development not specified in *State Environmental Planning Policy (Exempt and Complying Development Codes) 2008*. Note that exempt development may be carried out without the need for development consent under the Act, however, such development is not exempt from any approval, licence, permit or authority that is required under any other Act and adjoining owners' property rights and the common law still apply.

5.2. If exempt development may not be carried out on that land because of one of those clauses, the reasons why it may not be carried out under the clause.

5.2.1. Division 1 General Exempt Development Code

Lot 3 DP 221618 **Not applicable.**

5.2.2. Division 2 Advertising and Signage Exempt Development Code

Lot 3 DP 221618 **Not applicable.**

5.2.3. Division 3 Temporary Uses and Structures Exempt Development Code

Lot 3 DP 221618 **Not applicable.**

5.3. If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land.

Not applicable.

6. Affected building notices and building product rectification orders

Affected building notice has the same meaning as in the *Building Products (Safety) Act 2017*, Part 4.
Building product rectification order has the same meaning as in the *Building Products (Safety) Act 2017*

6.1. Is there any affected building notice of which the council is aware that is in force in respect of the land?

No.

6.2. Is there is any building product rectification order of which the council is aware that is in force in respect of the land and has not been fully complied with, and

No.

6.3. Whether any notice of intention to make a building product rectification order of which the council is aware has been given in respect of the land and is outstanding.

No.

7. Land reserved for acquisition

Whether or not any environmental planning instrument or proposed environmental planning instrument referred to in clause 1 makes provision in relation to the acquisition of the land by a public authority, as referred to in section 3.15 of the Act.

Lot 3 DP 221618 **No.**

8. Road widening and road realignment

8.1. Is the land affected by a road widening or road realignment under Division 2 of Part 3 of the *Roads Act 1993*?

Lot 3 DP 221618 **No.**

8.2. Is the land affected by any road widening or road realignment under any environmental planning instrument?

Lot 3 DP 221618 **No.**

8.3. Is the land affected by any road widening or road realignment under any resolution of the Council?

Lot 3 DP 221618 **No.**

9. Flood related development controls information

Flood planning area has the same meaning as in the *Flood Risk Management Manual.*
Flood Risk Management Manual means the *Flood Risk Management Manual (ISBN 978-1-923076-17-4)* published by the NSW Government in June 2023.
Probable maximum flood has the same meaning as in the *Flood Risk Management Manual.*

9.1. Whether the land or part of the land is within the flood planning area and is subject to flood related development controls.

Lot 3 DP 221618	**Yes. The land or part of the land is within the flood planning area and is subject to flood related development controls. Refer to the Queanbeyan-Palerang Regional Local Environmental Plan 2022 clause 5.21 Flood Planning and the relevant DCP (refer to Clause 1.1.3 of this certificate).**

https://www.qprc.nsw.gov.au/Building-Development/Planning-Zoning/Planning-Controls#section-8

9.2. Whether the land or part of the land is between the flood planning area and the probable maximum flood and is subject to flood related development controls.

Lot 3 DP 221618	**No.**

10. Council and other public authority policies on hazard risk restrictions

Is the land affected by a policy adopted by council that restricts the development of the land because of the likelihood of land slip, bushfire, tidal inundation, subsidence, acid sulphate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or any other risk (other than flooding)?

Adopted policy means a policy adopted—
(a) by the council, or
(b) by another public authority, if the public authority has notified the council that the policy will be included in a planning certificate issued by the council.

10.1. Tidal inundation, subsidence, acid sulphate soils, coastal hazards and sea level rise:

No.

10.2. Bushfire:

All land in QPRC is affected by policies adopted by the council that restricts the development of the land because of the likelihood of bushfire. Refer to Clause 11 of this certificate to check if the land is bushfire prone.

10.3. Contamination:

All land in QPRC is affected by policies adopted by the council that restricts the development of the land because of the likelihood of contamination. Refer to Clause 12 of this certificate to check if the land has been identified in the Loose-Fill Asbestos Insulation Register.

Lot 3 DP 221618	**The land has not been assessed for the likelihood of contamination by Council considering past uses or results of systematic testing. It is not known if Contaminated Land provisions of the Development Control Plan or the relevant State legislation, apply.**

10.4. Salinity:

Lot 3 DP 221618 **No.**

10.5. Highly erodible soils:

Lot 3 DP 221618 **No.**

10.6. Slopes over 18 degrees:

Lot 3 DP 221618 **No.**

10.7. Aircraft noise:

Lot 3 DP 221618 **No.**
https://www.canberraairport.com.au/corporate/community/aircraft-noise/

10.8. Land near Cooma Road Quarry:

Lot 3 DP 221618 **No.**

10.9. Land near Hume Industrial Area and Goulburn to Bombala Railway Line:

Lot 3 DP 221618 **No.**

11. Bushfire prone land

Is the land bushfire prone?

Lot 3 DP 221618 **No.**

12. Loose-fill asbestos insulation

If the land includes any residential premises (within the meaning of Division 1A of Part 8 of the *Home Building Act 1989*) that are listed on the register that is required to be maintained under that Division.

No.

Council is not aware of any residential premises on the land that are affected by loose-fill asbestos insulation (Division 1A of Part 8 of the *Home Building Act 1989*) and that are listed on the NSW register that is required to be maintained under that Division.

NSW Fair Trading maintains a NSW Register of homes that are affected by loose-fill asbestos insulation: www.fairtrading.nsw.gov.au/loose-fill-asbestos-insulation-register

Some buildings located in the Queanbeyan-Palerang local government area have been identified as containing loose-fill asbestos insulation (sometimes referred to as "Mr Fluffy" insulation), for example, in the roof space. You should make your own enquiries as to the age of the buildings on the land to which this certificate relates.
If the land contains a building constructed prior to 1980, Queanbeyan-Palerang Regional Council strongly recommends that any potential purchaser obtains advice from a licensed asbestos assessor to determine whether loose-fill asbestos is present in any building on the land; and, if so, the health risks (if any) this may pose for the building's occupants.

Nothing in this statement relates to information about the presence of bonded asbestos materials such as asbestos cement sheeting that may have been used at this site.

Contact NSW Fair Trading for further information:
https://www.fairtrading.nsw.gov.au/housing-and-property/loose-fill-asbestos-insulation

13. Mine subsidence

Whether or not the land is proclaimed to be a mine subsidence district within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

No.

14. Paper subdivision information

The name of any development plan adopted by a relevant authority that applies to the land or that is proposed to be subject to a consent ballot.

No.

15. Property Vegetation Plans

Whether Council has been notified that a property vegetation plan under the *Native Vegetation Act 2003* applies to the land.

Lot 3 DP 221618 **No.**

16. Biodiversity stewardship sites

Whether the land is a biodiversity stewardship site under a biodiversity stewardship agreement under Part 5 of the *Biodiversity Conservation Act 2016*.

Lot 3 DP 221618 **No.**

17. Biodiversity certified land

Whether the land is biodiversity certified land under Part 8 of the *Biodiversity Conservation Act 2016*.

Lot 3 DP 221618 **No.**

18. Orders under *Trees (Disputes Between Neighbours) Act 2006*

Whether Council has been notified whether an order has been made under the *Trees (Disputes Between Neighbours) Act 2006* to carry out work in relation to a tree on the land.

No.

19. Annual charges under *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works

In relation to a coastal council—whether the owner (or any previous owner) of the land has consented in writing to the land being subject to annual charges under section 496B of the *Local Government Act 1993* for coastal protection services that relate to existing coastal protection works (within the meaning of section 553B of that Act).

Not applicable.

20. Western Sydney Aerotropolis

For land to which *State Environmental Planning Policy (Precincts-Western Parkland City) 2021* applies, whether the land is:

20.1. in an ANEF or ANEC contour of 20 or greater as referred to in that Chapter, section 4.17, or
20.2. shown on the Lighting Intensity and Wind Shear Map, or
20.3. shown on the Obstacle Limitation Surface Map, or
20.4. in the “public safety area” on the Public Safety Area Map, or
20.5. in the “3 kilometre wildlife buffer zone” or the “13 kilometre wildlife buffer zone” on the Wildlife Buffer Zone Map.

Not applicable.

21. Development consent for seniors housing

If *State Environmental Planning Policy (Housing) 2021*, Chapter 3, Part 5 applies to the land, are there any conditions of a development consent granted after 11 October 2007 in relation to the land that are of the kind set out in that Policy, section 88(2)? Section 88(2) restricts who may occupy seniors housing accommodation.

Application No	Description

Not applicable.

22. Site compatibility certificates and conditions for affordable rental housing

22.1. Whether there is a current site compatibility certificate under *State Environmental Planning Policy (Housing) 2021*, or a former site compatibility certificate, of which the council is aware, in relation to proposed development on the land:

former site compatibility certificate means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009.*

No.

22.2. If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, are there any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, section 21(1) or 40(1)? Section 21(1) or 40(1) specify certain conditions to be met for a period of at least 15 years commencing on the day an occupation certificate is issued.

Application No	Description

Not applicable.

22.3. Are there any conditions of a development consent in relation to land that are of a kind referred to in *State Environmental Planning Policy (Affordable Rental Housing) 2009*, clause 17(1) or 38(1)? Section 17(1) or 38(1) specify certain conditions to be met for a period of at least 10 years commencing on the day an occupation certificate is issued.

Application No	Description

Not applicable.

23. Water or sewerage services

Whether water or sewerage services are provided to, or to be provided to, the land under the *Water Industry Competition Act 2006*.

Note: A public water utility may not be the provider of some or all of the services to the land. If a water or sewerage service is provided to the land by a licensee under the *Water Industry Competition Act 2006*, a contract for the service will be deemed to have been entered into between the licensee and the owner of the land. A register relating to approvals and licences necessary for the provision of water or sewerage services under the *Water Industry Competition Act 2006* is maintained by the Independent Pricing and Regulatory Tribunal and provides information about the areas serviced, or to be serviced, under that Act. Purchasers should check the register to understand who will service the property. Outstanding charges for water or sewerage services provided under the *Water Industry Competition Act 2006* become the responsibility of the purchaser.

Not applicable.

24. Special entertainment precincts

Whether the land or part of the land is in a special entertainment precinct within the meaning of the *Local Government Act 1993*, section 202B.

A **special entertainment precinct** is an area in which—
(a) sound from entertainment activity from premises in the area is regulated in accordance with a precinct management plan, and
(b) requirements about sound attenuation included in a precinct management plan apply to certain types of development in the area, and
(c) dedicated live music and performance venues are authorised to trade for an additional 60 minutes under the *Liquor Act 2007*, section 12A(4).

No.

25. Interim development in future infrastructure corridors

If *State Environmental Planning Policy (Transport and Infrastructure) 2021*, section 4.7A applies to the land, a condition of a development consent granted in relation to the land that is a condition of the concurrence granted by Transport for NSW under that section.

Not applicable.

Matters prescribed by section 59(2) *Contaminated Land Management Act 1997*

(a) Whether there is land to which a certificate relates regarding significantly contaminated land within the meaning of that Act.

Lot 3 DP 221618 **No.**

(b) Whether there is land to which a certificate relates regarding being subject to a management order within the meaning of that Act.

Lot 3 DP 221618 **No.**

(c) Whether there is land to which a certificate relates regarding the subject of an approved voluntary management proposal within the meaning of that Act.

Lot 3 DP 221618 **No.**

(d) Whether there is land to which a certificate relates regarding being subject to an ongoing maintenance order within the meaning of that Act.

Lot 3 DP 221618 **No.**

(e) Whether there is land to which a certificate relates regarding being the subject of a site audit statement within the meaning of that Act.

Lot 3 DP 221618 **No.**

Note: Land that has been notified to the Environmental Protection Agency (EPA) as being potentially contaminated is identified on the EPA's List of notified sites. This list contains information about contamination orders and other regulatory actions that may be under assessment or in force under Section 60 of the *Contaminated Lands Management Act 1997*.
https://www.epa.nsw.gov.au/Your-environment/Contaminated-land/notified-and-regulated-contaminated-land/list-of-notified-sites

Additional notes

No additional notes.

Additional information provided in accordance with section 10.7(5) of the *Environmental Planning and Assessment Act 1979*

Vegetation Clearing:

There are restrictions on the clearing of vegetation on the land. Refer to:

- ***State Environmental Planning Policy (Biodiversity and Conservation) 2021***
- ***Biodiversity Conservation Act 2016***
- ***Local Land Services Act 2013***
- **relevant Development Control Plan [clause 1 of this certificate]**
- **if a native vegetation set aside area applies**
- **clause 15 of this certificate if a property vegetation plan applies.**

Development Approvals:

The following development approvals or complying development certificates have been issued or recorded by Council since January 2019:

Application No	Description	Approval Date
Not applicable.		

Road Access in Non-Urban Areas:

Lot 3 DP 221618	**Not applicable. The land is located in an urban area. Enquiries about roads can be made to Council at:** https://www.qprc.nsw.gov.au/Services/Roads-and-footpaths

Waste management:

Is the land within the boundary of a Council kerbside waste collection area?

Lot 3 DP 221618	**The land is within the Queanbeyan waste collection area.** https://www.qprc.nsw.gov.au/Waste-Environment-Sustainability/Waste/Check-my-bin-collection-day

Conservation Agreements:

Is the land subject to a conservation agreement as defined by the *Biodiversity Conservation Act 2016*?

Lot 3 DP 221618	**No.**

Biodiversity:

Is the land identified as "Biodiversity" on the Terrestrial Biodiversity Map and is subject to clause 7.2 Terrestrial Biodiversity under the *Queanbeyan-Palerang Regional Local Environmental Plan 2022*?

Lot 3 DP 221618	**No.**

Drinking Water Catchments:

Is the land identified as "Drinking water catchment" on the Drinking Water Catchment Map and is subject to clause 7.3 Drinking water catchments under the *Queanbeyan-Palerang Regional Local Environmental Plan 2022*?

Lot 3 DP 221618 No.

Watercourse:

Is the land identified as "Watercourse" on the Riparian Lands and Watercourses Map and is subject to clause 7.4 Riparian land and watercourses under the *Queanbeyan-Palerang Regional Local Environmental Plan 2022*?

Lot 3 DP 221618 No.

Scenic Protection:

Is the land identified as "Scenic Protection Area" on the Scenic Protection Map and is subject to clause 7.14 Scenic Protection under the *Queanbeyan-Palerang Regional Local Environmental Plan 2022*?

Lot 3 DP 221618 No.

Defence Communications Facilities:

Is the land zoned E4 General Industrial and identified as "Defence Communications Facility Land – HMAS Harman" on the Defence Communications Facility Buffer Map and is subject to clause 4.15 of the *State Environment Planning Policy (Planning Systems) 2021*?

Lot 3 DP 221618 No.

Land near Arterial Roads:

Is the land identified as "Arterial Road Area" on the Local Clauses Map and is subject to clause 7.18 Development near arterial roads under the *Queanbeyan-Palerang Regional Local Environmental Plan 2022*?

Lot 3 DP 221618 No.

Old Cooma Road Googong Road Noise:

Is the land identified in the SLR Consulting Australia Pty Ltd report 670.10363.00960-R01.0-v1.2 dated 6 March 2017 as land affected by the predicted year 2031 road noise from Old Cooma Road Googong?

Lot 3 DP 221618 No.

Goorooyaroo Unexploded Ordinance:

Is the land within the one kilometre buffer zone of the Goorooyaroo Nature Reserve?

Lot 3 DP 221618 No.

Policy on keeping cats:

Is the land subject to the QPRC Cat Containment Area Policy (adopted on 26 April 2023) which requires residents with pet cats to keep them within the boundaries of their properties?

Lot 3 DP 221618	**Yes. The cat containment rules apply to this land.**

Notes and disclaimer

1. The information in this certificate only relates to the real property identifier associated with the property and not to any licence or permissive occupancy that may be attached to and included in the property details contained in the description of the land.
2. The NSW *Environmental Planning and Assessment Act 1979* is referred to in this Certificate as 'the Act'.
3. This certificate contains information provided to Council by third parties and is as current as the latest information available to Council at the time of production of this document. Council does not warrant the accuracy of the information contained within the information provided by third parties and has not independently verified the information. It is strongly recommended that you contact the relevant third parties to confirm the accuracy of the information.

Checked: JB



Rebecca Ryan
General Manager
Queanbeyan-Palerang Regional Council 09 September 2026

Form: 07L
Release: 4·8

LEASE

New South Wales
Real Property Act 1900

Leave this space clear. Affix additional pages to the top 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

Insert Duties Assessment No. as issued by Revenue NSW Office.

Duties Assessment No. _____

(A) **TORRENS TITLE**

Property leased
Lot 3 in Deposited Plan 221618

(B) **LODGED BY**

Document Collection Box	Name, Address, Telephone, and Customer Account Number if any	CODE
	Terracon Legal 30 Bougainville Street Griffith ACT 2603 Email: leasing@terracon legal.com.au Reference: 20269666	L

(C) **LESSOR**

PM Commercial Pty Ltd ACN 648 896 815

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

(D) Encumbrances (if applicable): _____

(E) **LESSEE**

Alabaster and Fawn Pty Ltd ACN 667 622 264

(F) **TENANCY:**

(G)
1. **TERM** Five (5) years
2. **COMMENCING DATE** 1 July 2026
3. **TERMINATING DATE** 30 June 2031
4. With an **OPTION TO RENEW** for a period of Five (5) years
   set out in clause 21 of Annexure A
5. With an **OPTION TO PURCHASE** set out in clause N.A. of N.A.
6. Together with and reserving the **RIGHTS** set out inclause N.A. of N.A.
7. Incorporates the provisions or additional material set out in **ANNEXURE(S)** A hereto.
8. Incorporates the provisions set out in N.A.
   No. N.A.
9. The **RENT** is set out in item No. 8 of Reference Schedule

DATE 09 October 2026

(H)

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

Company: PM Commercial Pty Ltd ACN 648 896 815

Authority: section 127 of the Corporations Act 2001

Signature of authorised person: Refer to Execution Page on page 44 of Annexure A

Name of authorised person: EMMALENE LOUISE MAHAR

Office held: Sole Director/Secretary

Signature of authorised person:

Name of authorised person:

Office held:

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

Company: Alabaster and Fawn Pty Ltd ACN 667 622 264

Authority: section 127 of the Corporations Act 2001

Signature of authorised person: Refer to Execution Page on page 44 of Annexure A

Name of authorised person: EMMALENE LOUISE MAHAR

Office held: Sole Director/Secretary

Signature of authorised person:

Name of authorised person:

Office held:

(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 _____ in the State of New South Wales on _____

in the presence of _____ of _____,

☐ Justice of the Peace (J.P. Number: _____) ☐ Practising Solicitor

☐ Other qualified witness *[specify]* _____,

who certifies the following matters concerning the making of this statutory declaration by the person who made it:

1. I saw the face of the person *OR* I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering; and
2. I have known the person for at least 12 months *OR* I have confirmed the person's identity using an identification document and the document I relied on was a _____ *[Omit ID No.]*

Signature of witness: _____ Signature of applicant: _____

* As the services of a qualified witness cannot be provided at lodgment, the declaration should be signed and witnessed prior to lodgment. # If made outside NSW, cross out the witness certification. If made in NSW, cross out the text which does not apply.

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

Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

THIS IS ANNEXURE A TO THE LEASE BETWEEN PM COMMERCIAL PTY LTD ACN 648 896 815 (AS LANDLORD) AND ALABASTER AND FAWN PTY LTD ACN 667 622 264 (AS TENANT) FOR LOT 3 ON DEPOSITED PLAN 221618 KNOWN AS 128 MONARO STREET, QUEANBEYAN NSW 2620 DATED 9 OCTOBER 2026 **AND BEING A TOTAL OF 42 PAGES**

Lease

Lot 3 on Deposited Plan 221618
128 Monaro Street, Queanbeyan NSW 2620

Signed by:
Emmalene Mahar
E2983C736FC2468...

Signed by:
Emmalene Mahar
E2983C736FC2468...

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Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

Contents

Reference Schedule 5

Parties 7

Terms and Conditions 8

1 Definitions and Interpretation 8
1.1 Definitions 8
1.2 Interpretation 11
1.3 Business Days 12
1.4 Multiple parties 12
2 Grant of the Lease 12
2.1 Grant of Lease 12
2.2 Holding Over 12
3 Rent and Outgoings 13
3.1 Rent 13
3.2 Rent Reviews 13
3.3 Fixed Review Date 13
3.4 CPI Review Date 13
3.5 Market Review Date 13
3.6 Outgoings 15
3.7 Services and Utilities 15
3.8 Interest on overdue amounts 16
4 Maintenance and Repairs 16
4.1 General 16
4.2 General prohibitions 16
5 Use of Premises 17
5.1 General obligations 17
5.2 Restrictions on use of the Premises 17
5.3 Notification 17
5.4 No exclusivity 17
5.5 Suitability of Premises 18
5.6 Landlord's Property and Premises 18
5.7 Trading Name 18
5.8 Measurement of lettable area 18
5.9 Emergency evacuation drills 18
5.10 Caveat 18
5.11 Tenant's obligation not to contaminate land 18
6 Tenant Works 19

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Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

7 Air Conditioning 20
8 Signage 20
9 Make Good 21
9.1 Condition of Premises 21
9.2 Expiry of the Lease 21
9.3 Failure to remove the Tenant's Property 22
9.4 Rental obligations continue 22
10 Insurance 22
10.1 Public liability 22
10.2 Contents 22
10.3 Plate glass 22
10.4 Proceeds of insurance 23
10.5 Policies 23
10.6 Maintain insurance 23
11 Indemnity and Release 23
11.1 Risk 23
11.2 Release 23
11.3 Indemnity 24
12 Landlord's Rights and Obligations 24
12.1 Services and Base Building 24
12.2 Landlord performance of Tenant's obligations 24
12.3 Quiet enjoyment 25
12.4 Right to enter 25
12.5 Transfer of freehold 25
12.6 Advertisement for lease or sale 25
12.7 Building 25
13 Landlord Reservations 26
13.1 Improvements on the Land 26
13.2 Rules 26
13.3 Benefit of Tenant's obligations 26
13.4 Superior interests 26
13.5 Landlord may perform Tenant obligations 26
13.6 Resumption 26
14 Security 27
15 Guarantee and indemnity 27
15.1 Definitions in this clause 27
15.2 Guarantee 28
15.3 Indemnity 28
15.4 Protection and rights of Landlord 28
15.5 Privacy 29
16 WHS 30
17 Default and termination 31
17.1 Default 31
17.2 Landlord's termination after default 31
17.3 Termination after default 32

Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

17.4 Essential Terms 32
18 GST 32
19 Damage and destruction 33
19.1 Abatement of Rent and Tenant's Contribution 33
19.2 Repair of damage 33
19.3 Damage caused by Tenant 33
19.4 Rights not affected 34
19.5 Dispute 34
19.6 Landlord termination 34
20 Not used 34
21 Option Term 34
21.1 Grant of New Lease 34
22 Permitted dealings 35
22.1 Restriction on assignment and other dealings 35
22.2 General requirements 36
22.3 Requirements for assignment 36
22.4 Requirements for sublease or licence 36
22.5 Requirements for mortgage 37
22.6 Change of Control 37
22.7 Exception to Dealing 37
23 Subdivision 38
24 PPSA 38
24.1 Existing Security Interest 38
24.2 Creating a Security Interest 38
24.3 Contracting out of the PPS Act 38
24.4 Registration of Lease 38
25 Mortgagee consent 39
26 General 39
26.1 Costs 39
26.2 Tenant acknowledgements and warranties 39
26.3 Indemnities 40
26.4 Notices 40
26.5 Reasonable assistance 40
26.6 FIRB approval 40
26.7 Waiver 40
26.8 Entire agreement 40
26.9 No merger 40
26.10 Counterparts 41
26.11 Governing Law 41

Execution Page 42

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Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

Reference Schedule

DATE: 9 OCTOBER 2026

ITEM	TERM	MEANING
1	**Land**	Lot 3 on Deposited Plan 221618
2	**Landlord**	PM Commercial Pty Ltd ACN 648 896 815
3	**Tenant**	Alabaster and Fawn Pty Ltd ACN 667 622 264
4	**Premises**	Whole of Land being known as 128 Monaro Street, Queanbeyan NSW 2620
5	**Commencement Date**	1 July 2026
6	**Termination Date**	30 June 2031
7	**Term**	Five (5) years
8	**Rent**	$70,909.00 (plus GST) per annum
9	**Option Term**	Two (2) further terms of five (5) years
10	**Review Dates**	Rent is increased on each anniversary of the Commencement Date during the Term, any Option Term, and any period of holding over as follows: **Fixed Review Date** 3% fixed increase on each anniversary of the Commencement Date **CPI Review Date** Not Used **Market Review Date** Not used
11	**Trading Hours**	Not applicable
12	**Address For Service**	**Landlord** C/- Rick Williams Chartered Accountant, Unit 1B, 50 Geils Court, Deakin ACT 2600 **Tenant** C/- 128 Monaro Street, Queanbeyan NSW 2620
13	**Guarantor**	For as long as Alabaster and Fawn Pty Ltd ACN 667 622 264 is the Tenant, no Guarantor will be required otherwise personal guarantees from all directors of a proprietary limited company that is, or becomes the Tenant during the Term are required from time to time.
14	**Permitted Use**	Hairdressing and beauty services, retail sale of hair and beauty products, showroom and display, training and education and office
15	**Security**	While Alabaster and Fawn Pty Ltd ACN 667 622 264 is the Tenant, this item is not applicable. Otherwise, a Bank

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ITEM	TERM	MEANING
		Guarantee for an amount calculated by reference to the last three months' Rent (plus GST) of the initial Term is required.
16	**Public Liability Insurance**	**A.** **Public Liability** $20 million **B.** **Plate Glass** Full replacement value **C.** **Other** All policies of cover that a usual and prudent business operation in a similar business to the Tenant's business would implement from time to time.
17	**Rent Commencement Date**	The Commencement Date
18	**Trading Name**	Hare and Fawn
19	**Tenant's Percentage**	Not applicable
20	**Interest Rate**	12% per annum
21	**Base Year**	Not applicable
22	**Registration**	Yes

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Parties

BETWEEN

PM Commercial Pty Ltd ACN 648 896 815

C/- Rick Williams Chartered Accountant, Unit 1B, 50 Geils Court, Deakin ACT 2600

Landlord

AND

Alabaster and Fawn Pty Ltd ACN 667 622 264

C/- 128 Monaro Street, Queanbeyan NSW 2620

Tenant

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Terms and Conditions

1 Definitions and Interpretation

1.1 Definitions

In this Lease, the following terms have the following meanings, unless the context otherwise requires:

(a) **Air Conditioning** means any air conditioning plant and equipment servicing the Premises as at the Commencement Date or as installed by the Landlord during the Term.

(b) **Authority** means any government, administrative, statutory, municipal, public or other agency, commission, tribunal or body having jurisdiction with respect to the Premises or the Building or Land (including occupation or use of the same).

(c) **Bank Guarantee** means a bank guarantee which must:

(i) be issued in a form approved by the Landlord;

(ii) be issued by a bank licensed under the *Banking Act 1959* (Cth);

(iii) contain an unconditional undertaking to pay the Landlord on demand, and any other terms required by the Landlord;

(iv) subject to clause 14(c), be for the amount specified in Item 15 of the Reference Schedule; and

(v) without an expiry date.

(d) **Base Year** means the year specified in Item 21 of the Reference Schedule.

(e) **Building** means all structures or improvements on the Land and includes all plant equipment fixtures and fittings on the Land owned by the Landlord.

(f) **Business Day** means a day that is not a Saturday, Sunday or public holiday in the State where the Building is located.

(g) **Commencement Date** means the date specified in Item 5 of the Reference Schedule.

(h) **Contamination** means a solid, liquid, gas, odour, heat, sound, vibration, radiation or substance which makes or may make the Land, the Premises or the surrounding environment unsafe or unfit for use, habitation or occupation by persons or animals or otherwise environmentally degraded and “Contaminant" has a corresponding meaning.

(i) **Control** means a power or control that is direct or indirect or is, or can be, exercised as a result of, by means of, or by the revocation or breach of a trust, an agreement, a practice, or any combination of them. This applies whether or not they are enforceable. It does not matter whether the power or control is express or implied, formal or informal, exercisable alone or jointly with someone else.

(j) **Corporations Act** means the *Corporations Act 2001* (Cth) and any regulations, and other legislative instruments made in relation to the same.

(k) **CPI** means the Consumer Price Index (All Groups) for Sydney published by the Australian Bureau of Statistics and in the event that this index is discontinued or abolished, such price index as the Australian Bureau of Statistics substitutes for it.

(l) **Fixed Review Date** means a review of the Rent in accordance with clause 3.3.

Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

(m) **Guarantor** means the person specified in Item 13 of the Reference Schedule.

(n) **Insolvency Event** means for a person, being in liquidation or provisional liquidation or under administration, having a controller (as defined in the Corporations Act) or analogous person appointed to it or any of its property, being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand, being unable to pay its debts or otherwise insolvent, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs for any reason, taking any step that could result in the person becoming an insolvent under administration (as defined in section 9 of the Corporations Act), entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors, or any analogous event.

(o) **Land** means the land specified in Item 1 of the Reference Schedule.

(p) **Landlord** means the landlord specified in Item 2 of the Reference Schedule and if a person includes their heirs, executors, and permitted assigns and if a corporation includes its successors and permitted assigns, and in either case includes the person entitled to possession of the Premises when the Lease comes to an end.

(q) **Landlord's Assessment** means the Landlord's written determination of the current market rent for the Premises from the relevant Review Date.

(r) **Landlord's Property** means the fixtures, fittings, furnishings, plant, equipment and other property owned by the Landlord (or provided by the Landlord) on the Land, including the Air Conditioning.

(s) **Law** means any act, regulation, rule, ordinance, by-law, code, legislation, delegated legislation or the listing rules of a recognised stock exchange on which the Tenant may be listed.

(t) **Lease** means this lease and any equitable or common law lease relating to it (or otherwise evidenced by this document) and any document varying this lease.

(u) **Market Review Date** means a review of the Rent in accordance with clause 3.5.

(v) **Motor Vehicle** means a registered motor vehicle (which includes a registered motorbike) the details of which (such as make and registration number) have been notified to the Landlord.

(w) **Option Term** means the period specified in Item 9, which begins at midnight at the beginning of the Commencement Date as specified in Item 9 and ends at midnight at the end of the Termination Date as specified in Item 9.

(x) **Outgoings** means all amounts paid or payable by the Landlord in connection with the Land (plus GST on those amounts to the extent that the Landlord does not receive an input tax credit for that GST) including, but not limited to, the following:

  (i) (rates and levies) rates, rents, levies and other charges payable to any Authority;

  (ii) (taxes) imposts, duties, fees, deductions, compulsory loans or withholdings and taxes (excluding income tax and capital gains tax) payable to any Authority, including land tax on the basis that the only land the Landlord owns is the Land, and to the extent the Landlord can legally recover land tax;

  (iii) (insurance) any insurance premium and other expense relating to any insurance policy in respect of the Land, its use and the Landlord's Property including, but not limited to, insurance in respect of workers compensation, public liability, consequential loss and loss of rent insurance.

(y) **Outgoings Year** means the 12 month period ending on 30 June in each year or on another day specified by notice from the Landlord to the Tenant.

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(z) **Permitted Use** means the permitted use specified in Item 14 of the Reference Schedule.

(aa) **Personal Property** has the meaning given to that term in the PPS Act.

(bb) **PPS Act** means the *Personal Property Securities Act 2009* (Cth).

(cc) **PPSR** means the Personal Property Securities Register to secure the interest in personal property.

(dd) **Premises** means the area situated on the Land and described in Item 4 of the Reference Schedule extending to:

(i) the Landlord's Property in the Premises; and

(ii) pipes and connections to water, sewerage, electricity, gas, telecommunications, air conditioning and other utilities and supplies, situated within, above or under the Premises which connect those utilities to the Premises.

(ee) **Public Liability** means public liability insurance for the amount specified in Item 16 of the Reference Schedule covering death and injury to persons entering or near the Premises which expressly refers to and covers all of the Tenant's obligations under the Lease.

(ff) **Rent** means the amount as specified in Item 8 of the Reference Schedule as varied by this Lease.

(gg) **Rent Commencement Date** means the date specified in Item 17 of the Reference Schedule.

(hh) **Rent Review Method** means the method specified in Item 10 of the Reference Schedule.

(ii) **Reference Schedule** means the reference schedule at the beginning of this Lease.

(jj) **Review Date** means the date specified in Item 10 of the Reference Schedule.

(kk) **Rules** means the rules for the Building issued by, or on behalf of, the Landlord from time to time to the tenants of the Building during the Term.

(ll) **Security** means the security required under Item 15 of the Reference Schedule in the form of a Bank Guarantee or bond.

(mm) **Security Interest** has the meaning given to that term in the PPS Act.

(nn) **Services** means all services and systems provided to or servicing the Land including the provision of any electricity, energy, telephone, water, sewerage, fire services, lift, air conditioning, lighting, escalators, drainage, emergency lighting, sprinkler systems or related devices, hydraulic services, plant rooms, loading docks and storage areas and the fittings, fixtures, appliances, equipment or plant utilised for providing any such Services and includes and service or system utilised for access to the Building.

(oo) **Signage** means any notice or representation for the purposes of advertisement, announcement or direction and includes any sign, symbol, advertisement, neon light and other light.

(pp) **Special Conditions** means the special conditions in Schedule 1.

(qq) **State** means the state or territory in which the Land is situated.

(rr) **Tenant** means the tenant specified in Item 3 of the Reference Schedule and if a person includes their heirs, executors, and permitted assigns and if a corporation includes its successors and permitted assigns.

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(ss) **Tenant's Agent(s)** means every agent, employee, contractor or invitee of the Tenant.

(tt) **Tenant Contribution** means, in respect of each Outgoing Year:

(i) if a Base Year is specified in Item 21 of the Reference Schedule, the Tenant's Percentage in Item 19 of the Reference Schedule multiplied by the increase in Outgoings since the Base Year; and

(ii) if a Base Year is not specified in Item 21 of the Reference Schedule, the Tenant's Percentage in Item 19 of the Reference Schedule, the percentage multiplied by all Outgoings.

(uu) **Tenant's Property** means all the plant and equipment, furniture, fixtures, fittings and other articles in the Premises which are not the Landlord's Property.

(vv) **Tenant's Share** means the amount the Premises bears to the total area of the Building (whether leased, licensed or otherwise by any person).

(ww) **Term** means the term specified in Item 7 of the Reference Schedule.

(xx) **Termination Date** means the date specified in Item 6 of the Reference Schedule and includes expiration of the lease by expiration of time, termination, surrender, by operation of law or any other means of this Lease expiring (but will not include the Termination Date if the Tenant properly exercises their option for the Option Term in accordance with this Lease).

(yy) **Trading Hours** has the meaning given in Item 11 of the Reference Schedule.

(zz) **Trading Name** means the name given in Item 18 of the Reference Schedule.

(aaa) **Valuer** means a full member (for at least five years) of the NSW Division of the Australian Property Institute (API) who:

(i) is licensed to practice as a valuer of the same type of property as the Premises;

(ii) has at least five years' experience in valuing that type of property; and

(iii) is active in the market for valuation of that type of property.

1.2 Interpretation

In this Lease:

(a) words referring to persons include bodies corporate, associations, government bodies, executor, administrator or successor in law;

(b) a reference to one gender includes both male and female;

(c) a reference in singular includes a reference to the plural (and vice versa);

(d) headings are for convenience and are not intended to form part of this Lease;

(e) a reference to legislation is a reference to legislation as amended, re-enacted, replaced and includes any subordinate legislation issued under it;

(f) if an example is given, that example does not limit the scope of the thing being described;

(g) a reference to an Item is a reference to an item in the Reference Schedule; and

(h) any term defined in the Reference Schedule, has the same meaning throughout this Lease.

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1.3 Business Days

If the day on or by which a person must do something under this Lease is not a Business Day:

(a) if the act involves a payment that is due on demand, the person must do it on or by the next Business Day; and

(b) in any other case, the person must do it on or by the previous Business Day.

1.4 Multiple parties

If a party to this Lease is made up of more than one person, or a term is used in this Lease to refer to more than one party:

(a) an obligation of those persons is joint and several;

(b) a right of those persons is held by each of them severally; and

(c) any other reference to that party or that term is a reference to each of those persons separately, so that (for example):

(i) a representation, warranty or undertaking is given by each of them separately; and

(ii) a reference to that party or that term is a reference to each of those persons separately.

2 Grant of the Lease

2.1 Grant of Lease

(a) The Landlord leases the Premises to the Tenant on the terms and conditions of this Lease subject to any prior encumbrances on the title to the Land.

(b) The term of this Lease will be for the period beginning on the Commencement Date and terminating on the Termination Date.

2.2 Holding Over

(a) If the Tenant continues to occupy the Premises with the Landlord's consent after the Termination Date, and the Tenant has not properly exercised their option for any further Option Term in accordance with this Lease, the Tenant is a monthly tenant and must pay in advance on the first day of each month:

(i) one twelfth of the Rent; and

(ii) any other money payable under this Lease,

increased by 5%, and then increased by that same percentage on the anniversary of that date each year.

(b) The Security will continue to be held by the Landlord under any holding over period.

(c) Subject to clause 2.2(a), the monthly tenancy will be on the same terms as this Lease aside from any changes that are necessary due to the monthly nature of the tenancy.

(d) Either party may terminate the monthly tenancy by giving one months' written notice.

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3 Rent and Outgoings

3.1 Rent

(a) The Tenant must pay the Landlord the Rent for the Term by equal monthly instalments by electronic funds transfer to the Landlord's nominated bank account or by any other payment method as directed by the Landlord from time to time.

(b) The first payment of Rent will be due on the Rent Commencement Date, and each monthly payment will be due in advance on the first day of each month thereafter.

3.2 Rent Reviews

The Rent will be adjusted on the Review Date by the Rent Review Method.

3.3 Fixed Review Date

For any Fixed Review Date, the Rent payable from the Review Date is the Rent payable immediately before that Review Date, plus an amount equal to the Rent multiplied by the percentage or increased to the amount appearing in Item 10 of the Reference Schedule.

3.4 CPI Review Date

For any CPI Review Date, the Rent payable from the Review Date is calculated as follows:

$$A = \frac{B \times C}{D}$$

where:

A is the Rent payable from the Review Date;

B is the Rent payable immediately before the Review Date;

C is the CPI last published prior to the Review Date; and

D is the CPI last published prior to the last Review Date. If this is the first Review Date under this Lease then the last Review Date under this clause 3.4 is deemed to be the Commencement Date.

3.5 Market Review Date

(a) For any Market Review Date, the Landlord may give the Tenant a Landlord's Assessment no more than six months before (and no later than six months after) the Review Date. The amount stated in the Landlord's Assessment is the Rent from the Review Date unless the Tenant gives the Landlord a Dispute Notice:

(i) specifying the reasons that the Tenant does not agree with the Landlord's Assessment;

(ii) setting out the Tenant's written determination of the current market rent for the Premises from the relevant Review Date; and

(iii) that Dispute Notice is given to the Landlord within fifteen (15) Business Days of the Landlord giving a Landlord's Assessment. Time is of the essence in this clause.

(b) If the Tenant serves a Dispute Notice in accordance with clause 3.5 (a):

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(i) a Valuer, appointed jointly by the parties, must decide the amount which will be the Rent on and from the Review Date. If the parties do not agree on the Valuer within ten (10) Business Days of the Tenant issuing a Dispute Notice, then, within a further five (5) Business Days (where time is of the essence), the Tenant must request the president of the API to promptly nominate a Valuer to decide the amount which will be the Rent on and from the Review Date. If the Tenant does not issue the request to the president of the API to nominate a Valuer within the nominated period, then, subject to clause 3.4(b), the Rent on and from the Review Date is the amount set out in the Landlord's Assessment;

(ii) if any Valuer appointed fails to notify the parties of his decision within twenty (20) Business Days after the date of his appointment, then either party may request the president of the API to nominate another Valuer to decide the Rent on and from the Review Date. The president of the API must be requested to promptly give notice to the parties of the Valuer who is nominated; and

(iii) the Landlord and the Tenant must promptly sign any documentation (including any indemnity) reasonably required by the Valuer (agreed by the parties or otherwise nominated by the president of the API) in relation to the Valuer's appointment under this clause 3.5.

(c) In determining the current market rent, the Valuer must:

(i) act as an expert and not as an arbitrator and his decision will be final and binding on the parties (except if there is a manifest error);

(ii) determine the Rent as at the subject Review Date taking into account:

(A) current annual rent for comparable premises both within and outside the Building whether those rents arise from letting vacant space, renegotiation rent on expiry, or termination of a previous lease or from rent reviews;

(B) the Permitted Use and any other use to which the Premises may legally be put (ignoring the Permitted Use) including commercial offices;

(C) the period of time until the next Review Date;

(D) the length of the Term, including the expired part of the Term and any Option Term;

(E) that any impaired condition of the Premises is treated as if it had not occurred if it has been caused by the Tenant or the Tenant's predecessors;

(F) that if the Premises have been destroyed, damaged, rendered inaccessible or are being refurbished, they are treated as fully repaired and restored provided that this does not affect any abatement of Rent to which the Tenant may otherwise be entitled;

(G) that this Lease is between a willing but not anxious Landlord and a willing but not anxious Tenant and the Premises are ready for immediate use and occupation;

(H) any other criteria that may, in the opinion of the Valuer making the determination, be relevant to his determination of the market rent of the Premises as at the Review Date except for criteria that are not consistent with the criteria listed in clauses 3.5 (c)(ii)(A) to 3.5 (c)(ii)(G) and provided that no account must be taken of:

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(1) the value of any goodwill attached to the Premises due to the Tenant's business;

(2) the value of the Tenant's Property;

(3) rents in respect of any sub-letting or licensing of the Premises or any comparable premises; or

(4) unless determining an Effective Rent, any Incentive,

(5) noting that the criteria in this clause 3.5 (c)(ii) are in random order and no significance or priority is to be attached to that order.

(d) Subject to clause 3.5(e), the responsibility for the costs of the determination of the Valuer must be determined by the Valuer.

(e) In the event the current market rent as determined by the Valuer is more than 5% greater than the amount of the rent nominated in the Dispute Notice by the Tenant, the Tenant must pay all costs of the Valuer and all costs, charges and expenses (including administrative costs) incurred by the Landlord in relation to the determination of the current market rent.

(f) The Tenant must pay, by equal monthly instalments on account of the Rent from the relevant Review Date, the Rent immediately before the Review Date plus 80% of the increase in Rent sought by the Landlord in the Landlord's Assessment, until such time as the Valuer determines the Rent in accordance with clause 3.5.

(g) The Landlord and the Tenant must act reasonably and cooperate in conducting any market rent review.

3.6 Outgoings

(a) The Tenant must pay to the Landlord the Tenant Contribution each year in the same way as Rent (on a monthly basis on the first day of each month in advance) using the estimate provided to them under clause 3.6(b).

(b) At least one month before the commencement of the Accounting Period , the Landlord may provide the Tenant an estimate of the Outgoings that will be payable for the 12 months following that date.

(c) No later than three months after each Accounting Period, the Landlord may make available for examination by the Tenant an expenditure statement listing the amount spent on the Outgoings.

(d) As soon as practicable after the end of each Outgoings Year, the Landlord must notify the Tenant of the total of all Outgoings for that Outgoings Year (together with reasonable details of those Outgoings) and the Tenant's Contribution.

(e) The notice referred to in clause 3.6(d) is conclusive evidence of its contents unless the Landlord or the Tenant notifies the other of any manifest error within 10 Business Days of service of the notice.

(f) Within the three months after each Accounting Period, the difference between the amount of Outgoings paid by the Tenant to the Landlord, and the amount of Outgoings actually paid by the Landlord, must be reimbursed to the relevant party.

3.7 Services and Utilities

The Tenant must pay for all electricity, water, gas and other utilities and services consumed in or connected to the Premises. In the event that these services are not separately metered, the Tenant will be required to pay their proportion of all charges for these services, calculated as the proportion that the net lettable area of the Premises bears to the net lettable area of the Building.

Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

3.8 Interest on overdue amounts

If any instalment of Rent or any money due under this Lease (including Outgoings) by the Tenant to the Landlord remains unpaid for five (5) Business Days, whether any demand has been made by the Landlord or not, the Tenant will pay the Landlord interest at the rate specified in Item 20 of the Reference Schedule from the date that the relevant amount was due until the entire overdue amount is received by the Landlord. This clause does not limit any other rights that the Landlord may have.

4 Maintenance and Repairs

4.1 General

The Tenant must:

(a) keep the Premises in a clean and tidy condition at all times and in good and substantial repair and working condition except for any fair wear and tear;

(b) carry out regular fire maintenance in the Premises;

(c) immediately repair any damage to the Premises (including, but not limited to, any plate glass including interior windows), Building or Landlord's Property caused by the Tenant or any of the Tenant's agents;

(d) immediately replace any faulty or broken or damaged heating, lighting, plumbing or electrical equipment in the Premises; and

(e) keep the Premises free from any pests and (if required by the Landlord) engage a professional exterminator approved by the Landlord to remove or prevent pest infestation at the Tenant's own cost.

4.2 General prohibitions

The Tenant must not and must ensure that the Tenant's Agents do not:

(a) allow anyone to sleep on the Premises or hold any auction, fire or bankruptcy sale or public meeting on the Premises;

(b) cause any nuisance, disturbance or damage to the Landlord or any other tenant or occupant of the Land as well as any user of any neighbouring land;

(c) keep any animals or birds on the Premises;

(d) place in the Premises any Tenant's Property which does or could, in the Landlord's opinion, overload any part of the Building or Land, damage the Premises or disturb the efficient operation of any Service;

(e) do anything which could prejudice the Landlord's interest in the Premises or the Land;

(f) store or use inflammable or dangerous substances on the Premises;

(g) smoke, or vape on the Land (unless there is a designated smoking area);

(h) put anything which is likely to cause obstruction or damage down any sink, toilet or drain; and

(i) alter the Landlord's Property or use the Landlord's Property for anything other than its intended use.

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5 Use of Premises

5.1 General obligations

The Tenant must:

(a) use the Premises for the Permitted Use only;

(b) comply with all Laws with respect to the Tenant's use of the Premises;

(c) at their own cost, obtain any necessary approvals required to carry out the Tenant's business from the Premises;

(d) pay all charges for all Services relating to the Tenant's use of the Premises, including those provided by the Landlord, and pay for the costs of any meters installed in the Premises;

(e) install any fixtures or fittings in a good and workmanlike manner;

(f) comply, and ensure that the Tenant's Agents comply, with all requirements and recommendations of any Authority, the Landlord or any insurer in respect of fire safety in the Building, including by installing further equipment, and upgrading the fire safety facilities in the Premises;

(g) comply with any requirements regarding the prevention of fires in the Building; and

(h) make every payment under this Lease to the Landlord without any set-off, counterclaim, withholding or deduction.

5.2 Restrictions on use of the Premises

The Tenant must not:

(a) allow any hazardous materials onto the Land, Building or Premises without the prior written authorization of the Landlord;

(b) overload, in the opinion of the Landlord, any part of the Building or Premises;

(c) cause any disturbance or nuisance to any other tenants of the Building or Land;

(d) allow any of the Tenant's Agents to drive or park vehicles on the Land;

(e) make any alterations or additions to the Premises without the prior written consent of the Landlord (if such consent is provided, these works must be carried out under the supervision of the Landlord, and the Tenant and the Tenant's Agents must comply with all reasonable directions of the Landlord relating to these works). The Landlord may require the Tenant to provide plans and information regarding the proposed alternations or additions before providing their consent; and

(f) obstruct the proper functioning of any equipment of the Building.

5.3 Notification

The Tenant must immediately notify the Landlord of any damage or destruction occasioned to the Premises, Building or the Land that they become aware of.

5.4 No exclusivity

The Tenant has not been granted an exclusive right to the Permitted Use and that other tenants in the Building may have, or in future may be granted, leases with permitted uses that are the same or similar to the Permitted Use.

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5.5 Suitability of Premises

The Landlord does not warrant that the Premises are suitable for all or any of the Tenant's proposed uses of the Premises or the Land.

5.6 Landlord's Property and Premises

The Tenant warrants that it has satisfied itself as to the condition of the Premises prior to taking possession of the Premises and that the Landlord's Property and Services are in good and working order as at the Commencement Date.

5.7 Trading Name

The Tenant must not operate their business under a name other than the Trading Name without the Landlord's written consent.

5.8 Measurement of lettable area

The net lettable area of the Premises and the Building will be determined in accordance with the Property Council of Australia Method of Measurement, published or used by the Property Council of Australia in respect of premises such as the Premises and buildings such as the Building.

5.9 Emergency evacuation drills

The Tenant and the Tenant's Agents must comply at their own cost with all the Landlord's requirements for participation in emergency evacuation procedures and drills in relation to the Building or Land.

5.10 Caveat

The Tenant acknowledges and agrees that it must not lodge a caveat on the title to the Land or allow a caveat to be lodged by a person claiming through the Tenant.

5.11 Tenant's obligation not to contaminate land

(a) The Tenant covenants that, during the continuance of this Lease, the Tenant must:

(i) not use or permit to be used or stored at the Premises any radioactive, toxic or hazardous chemicals, waste or substances, except in concentrations and quantities permitted by the relevant Authorities and in accordance with any licences, permits or authorisations required by law and in accordance with the conditions imposed by such Authorities or under their permission;

(ii) comply with the demands, notices and requirements of the Authorities in respect of contamination of the Premises caused by the Tenant or by occupiers of the Premises, including notices to remediate the Premises;

(iii) notify the Landlord within five (5) Business Days after receiving any demand or notice from an Authority in respect of contamination of the Premises or of becoming aware of any contamination of the Premises or the Land; and

(iv) indemnify the Landlord against any liability, loss, damage, expense or claim which the Landlord may incur as a consequence of the breach by the Tenant of any obligation under this clause 5.12, including fines, legal costs, consultants' fees and remediation costs.

(b) If as a result of the presence of Contamination on the Land or in the Building the Tenant is required by any Authority to vacate part or all of the Premises, the Landlord will not be liable to the Tenant for any loss or damage whether

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consequential or otherwise, arising directly or indirectly from the Tenant's need to vacate the Premises or part of the Premises.

(c) The Tenant acknowledges that the Premises and Building may contain asbestos (depending on the age of the Building on the Land). The Landlord will provide the Tenant any information concerning asbestos on the Building and Land upon receiving written request from the Tenant (as available to the Landlord at that time). To the extent permitted by Law, the Tenant releases the Landlord from any claim, damage, loss, injury, death or liability arising in connection with the presence of any asbestos on (or in) the Land.

6 Tenant Works

(a) The Tenant must not make any alterations or additions to the Premises without the Landlord's consent (which may be withheld in the Landlord's absolute discretion) and any approval or consent required from the relevant Authority.

(b) The Tenant must not decorate the Premises, or erect any sign or antenna or install any Tenant's Property in the Premises, without the Landlord's consent, which may be withheld in the absolute discretion of the Landlord.

(c) If requested by the Landlord, the Tenant must give the Landlord a copy of the plans and specifications for any proposed alterations or additions.

(d) The Landlord may approve of any proposed alterations or additions on condition that:

(i) all work is supervised by a nominee of the Landlord;

(ii) the work is carried out by a person approved by the Landlord, whose approval must not be unreasonably withheld;

(iii) the Tenant has in place and provides evidence of any additional insurances required by law or as otherwise reasonably required by the Landlord;

(iv) the work is carried out in a proper and tradesperson like manner using high quality materials and workmanship and in keeping with the standard, quality and appearance of the Premises;

(v) the Tenant pays on demand all costs incurred by the Landlord in respect of the works including its consideration of the proposed works and their supervision (including any architect's or consultant's fees);

(vi) the Tenant obtains and gives the Landlord copies of all approvals and certificates of compliance from any relevant Authority;

(vii) the Landlord (acting reasonably) is satisfied that the Tenant, in designing and constructing any alterations or additions, is complying with its obligations under this clause 6; and

(viii) specified alterations to the Premises should be reinstated, or should not be reinstated, and specified items of Tenant's Property should be removed, or should not be removed, when the Tenant vacates the Premises.

(e) The Landlord and the Tenant agree that where conditions are imposed by the Landlord pursuant to clause 6(d)(viii) requiring that specified alterations should not be reinstated and should remain when the Tenant vacates the Premises, then such alterations are deemed Fixtures for the purposes of the PPS Act.

Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

7 Air Conditioning

(a) The Tenant:

(i) must pay all energy and running costs associated with the Air Conditioning;

(ii) is responsible for the routine preventative maintenance and servicing of the Air Conditioning and must arrange for the routine maintenance and servicing of the Air Conditioning by appropriately qualified tradesman every six (6) months throughout the Term and maintain a service log evidencing the maintenance and servicing of the Air Conditioning;

(iii) subject to clause 7(b), is responsible for minor repairs, when necessary, of the Air Conditioning or any part thereof, and must arrange for the repair of the Air Conditioning by appropriately qualified tradesman at the Tenant's sole cost;

(iv) must provide evidence to the Landlord of the Tenant complying with this clause 7(a) upon request by the Landlord; and

(v) is responsible for all costs associated with any supplementary air conditioning units installed as part of the Tenant's fit out, including the routine service, maintenance and running costs associated with the supplementary air conditioning units.

(b) The Landlord is responsible for material repairs of the Air Conditioning, being those repairs the cost of which exceed $2,000 (exclusive of GST) and must arrange for the repair of the Air Conditioning by appropriately qualified tradesman at the Landlord's sole cost, except where the need for repair arises following a default by the Tenant under this clause.

(c) The Tenant acknowledges that it has considered the operational effectiveness of any Air Conditioning and agrees that any Air Conditioning is satisfactory for the Tenant's intended use of the Premises and does not require the Landlord to upgrade the Air Conditioning during the Term. If the Tenant requires any modification or upgrade to the Air Conditioning as part of its fitout, the Tenant must obtain the Landlord's consent and complete any works in a good and workmanlike manner, at their cost entirely.

8 Signage

(a) Subject to clause 8(d), the Tenant will not display, or permit to be displayed, any Signage on the Building or the Land (or the Premises, if visible from outside the Premises) without the prior written consent of the Landlord and all approvals required from the relevant Authority.

(b) Such consent by the Landlord to permit Signage cannot be unreasonably withheld, and the Landlord may demand a fee for such consent.

(c) Upon the expiry of the Lease, the Tenant must remove any Signage and remedy any damage occasioned as a result of that removal.

(d) This clause 8 does not apply to the extent that the Tenant seeks to:

(i) refurbish existing signage; or

(ii) replace existing signage with signage of a similar size, in which case, the Tenant may determine the colour, design and style of the replacement signage.

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9 Make Good

9.1 Condition of Premises

The Tenant acknowledges that:

(a) it accepts the Premises as-is-where-is in their present state of repair inclusive of all latent and patent defects; and

(b) the Premises were in good repair at the Commencement Date or the date the Tenant first took occupation of them (whether under this Lease or a previous Lease).

9.2 Expiry of the Lease

Subject to clause 2.2, when the Term ends or the Lease is terminated, the Tenant must:

(a) peaceably surrender and yield up the whole of the Premises in good order and substantial repair, having regard to their condition as at the first day the Tenant occupied the Premises, except for damage occasioned due to fair wear and tear;

(b) repair any damage caused to the Premises or Building from the installation or removal of the Tenant's property or otherwise complying with this clause 9.2;

(c) return all keys, access passes and other entry devices to the Landlord or its nominated agent;

(d) unless the Landlord agrees or directs otherwise, the Tenant must:

(i) remove all the Tenant's Property (including any tenant's fixtures, signage or advertisements) from the Land;

(ii) remove all items installed as part of the Tenant's fit out of the Premises (including but not limited to any cabling installed by the Tenant) except where the Landlord has advised in writing that part of the fit out is to remain;

(iii) reinstate all services, fixtures and fittings to base building design as specified by the Landlord acting reasonably;

(iv) remove all partitions installed and/or modified, with all ceilings (including tiles), walls and floors in the Building to be made good;

(v) carry out an alignment of ceiling tiles and grid and make good all lights and fire protection equipment in the Building to the condition they were in as at the Commencement Date;

(vi) ensure that no live wires are left exposed and strip out redundant cabling from ceiling and skirting boards back to the floor distribution board;

(vii) restore or replace carpet or flooring;

(viii) paint/redecorate internal walls that were not removed and/or modified;

(ix) remove window coverings and make good window frames; and

(x) reinstate any alterations, additions or installations made by the Tenant to the Premises (including the repair, restoration or replacement of any ceiling tiles, lights, floor coverings or fire protection equipment) unless the Landlord has advised the Tenant in writing that any such alterations, installations or additions must remain; and

for the avoidance of doubt, the Tenant acknowledges and agrees that the Premises are to be returned to a bare empty base building standard (with the exception of ceilings, air-conditioning ducts and lighting, which are to be returned

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to standard suspended tile ceiling with evenly spaced recessed base building lighting and evenly spaced air-conditioning registers and ducting).

9.3 Failure to remove the Tenant's Property

If the Tenant does not remove the Tenant's Property in accordance with clause 9.2, the Tenant authorises the Landlord to do whatever they see fit (including arranging for such goods or fixtures to become the absolute property of the Landlord, entitling the Landlord to deal with that property in any way and not account to the Tenant for the proceeds of any sale of those goods). The Tenant must indemnify the Landlord for any cost, liability, claim, damages or expense which may arise due to any property not belonging to the Tenant and the Landlord dealing with that property in accordance with this clause 9.3 as if it were the Tenant's Property.

9.4 Rental obligations continue

For each day that the Tenant has not complied with all its obligations under clause 9.3, it must pay damages to the Landlord for each day calculated as follows:

(*Rent x 1.05) / 365*

which may be deducted by the Landlord from the Security.

This clause 9.4 does not affect the Landlord's right to claim damages that arise directly or indirectly from the Tenant's breach of clause 9 or the Lease more generally.

10 Insurance

10.1 Public liability

The Tenant must take out and maintain a public liability insurance policy in respect of the Premises and the business it carries on in the Premises:

(a) under which the maximum amount payable for a single claim is at least the amount specified in Item 16 of the Reference Schedule, or any other amount reasonably required by the Landlord;

(b) which contains all provisions that are normally contained in public liability policies and any other provisions reasonably required by the Landlord;

(c) which, without limiting the rest of this clause 10, covers death and injury to any person and damage to property of any person sustained when that person is using or entering or near any entrance, passage or stairway to or in the Premises; and

(d) which expressly refers to and covers all of the Tenant's obligations under this Lease, including the obligation to indemnify the Landlord.

10.2 Contents

The Tenant must take out and maintain insurance for the contents of the Premises against damage, destruction and any other risk for their full replacement value or on a reinstatement basis, as required by the Landlord.

10.3 Plate glass

The Tenant must take out and maintain an insurance policy for all plate glass in the Premises and all exterior windows of the Premises:

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(a) for their full insurable value; and

(b) against breakage from any cause and against any other risk reasonably required by the Landlord.

10.4 Proceeds of insurance

If any loss or damage occurs which is covered by any insurance the Tenant is required to maintain under this Lease, the Tenant must:

(a) apply for the insurance proceeds immediately; and

(b) use the proceeds to restore, replace, repair or reinstate the loss or damage and must supplement the proceeds with the Tenant's own money to the extent that the proceeds are insufficient.

10.5 Policies

The Tenant must do the following in respect of each policy that it is required to maintain under this Lease:

(a) take out the policy with an insurance company approved by the Landlord, whose approval must not be unreasonably withheld;

(b) if requested by the Landlord, give the Landlord a copy of the policy and a certificate of currency for the policy;

(c) ensure that the policy contains a requirement that the insurer will not cancel or change the insurance without first giving the Tenant thirty (30) Business Days prior written notice. The Tenant must immediately notify the Landlord if the Tenant receives any such notice from the insurer;

(d) ensure that the Landlord's interest is noted on the policy; and

(e) provide the Landlord with a copy of the certificate of currency within ten (10) Business Days of taking out or renewing a policy.

10.6 Maintain insurance

(a) The Tenant must not do anything without the Landlord's prior consent which could:

(i) invalidate an insurance policy or make an insurance policy void or voidable;

(ii) increase the premium payable on any insurance policy taken out by the Landlord; or

(iii) affect the Landlord's rights under any insurance policy or make the policy invalid or able to be cancelled.

(b) The Tenant must pay any extra premium payable by the Landlord on account of extra risk caused by the Tenant's use or occupation of the Premises.

11 Indemnity and Release

11.1 Risk

The Tenant occupies the Premises at their own risk.

11.2 Release

The Tenant releases the Landlord from any and all liability for loss or damage suffered by the Tenant to the full extent permitted by Law except to the extent directly caused by the

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Landlord's negligence including but not limited to any claim, action, injury, loss, liability or expense which the Tenant pays, suffers, incurs or is liable for in respect of:

(a) any loss, damage or injury caused to any person (including the Tenant) or property;

(b) any disease or illness suffered by or death of any person (including the Tenant) howsoever caused;

(c) any Service being interrupted, not working or unavailable; and

(d) the Building or Land not complying with any law or the requirement of any Authority.

11.3 Indemnity

The Tenant indemnifies and keeps indemnified the Landlord against any loss, injury, cost or damage whether monetary or otherwise that the Landlord may suffer or incur because of any negligent, reckless or wilful act or omission by the Tenant, its employees, agents or visitors including but not limited to any claim, action, injury, loss, liability, expense or outgoing which the Landlord pays, suffers, incurs or is liable for in respect of:

(a) any use, misuse or abuse by the Tenant, its employees, agents or invitees of any Services on the Land;

(b) any loss, damage, injury to any person or property that is caused or contributed to by any act, omission or negligence of the Tenant, its employees, agents or invitees or a breach of this Lease by the Tenant;

(c) any damage or loss arising from water supply or rainwater leaks or flows into the premises except if caused by the Landlord's negligence; and

(d) any disease, injury or illness suffered by or death of any person that is caused or contributed to by any act, omission or negligence of the Tenant, its employees, agents or invitees or a breach of this Lease by the Tenant.

12 Landlord's Rights and Obligations

12.1 Services and Base Building

(a) Subject to clause 12.2, the Landlord must use their reasonable endeavours to ensure the Services provided to the Building remain operational.

(b) The Landlord is entitled to use, maintain, repair and amend all of the Services to the Building (and to the Premises).

(c) The Landlord is not liable for any loss, injury or damage suffered by the Tenant or any other person due to the failure of the Services provided on the Land or Building in connection with the Premises.

12.2 Landlord performance of Tenant's obligations

If the Tenant fails to properly perform any of their obligations under this Lease the Landlord may do anything, in the Landlord's opinion, required to properly complete that obligation, and the Tenant must reimburse the Landlord on demand for any costs and expenses incurred by the Landlord in performing that obligation on behalf of the Tenant.

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12.3 Quiet enjoyment

Subject to the Landlord's rights under this Lease and while the Tenant complies with all of its obligations under this Lease, the Tenant may occupy the Premises without disturbance by the Landlord.

12.4 Right to enter

The Landlord and any of their agents have a right, at all reasonable times, to enter the Premises upon providing reasonable notice from time to time to:

(a) inspect the state of repair of the premises and to make any reasonable investigations as necessary to verify the Tenant's compliance with the Lease; and

(b) to carry out works and repairs, alterations or additions required by law or any Authority.

12.5 Transfer of freehold

Whenever a transfer of the ownership of the Premises is registered:

(a) the transferring Landlord is released from its obligations under this Lease, but without affecting liabilities arising before registration of the transfer; and

(b) any security deposit vests in the transferee.

12.6 Advertisement for lease or sale

The Landlord or the Landlord's agent may at all reasonable times:

(a) at any time during the Term, show the Premises to prospective purchasers and affix to the Premises "for sale" notices in positions which do not restrict the Permitted Use; and

(b) within three (3) months prior to the expiry of this Lease show the Premises to prospective tenants and to affix to the Premises "to let" notices in positions which do not restrict the Permitted Use.

12.7 Building

(a) The Building and Landlord's Property remain under the absolute control of the Landlord who may manage them and regulate their use as they consider appropriate.

(b) In particular the Landlord has the right:

(i) to exclude persons from the Building whose presence the Landlord considers undesirable;

(ii) to grant easements, which do not materially or adversely affect the Tenant's use over any parts of the land, including the Premises;

(iii) to install, repair and replace, as necessary, the pipes and conduits necessary or desirable for the provision of Services to the Building or Land;

(iv) to repair, renovate alter or extend the Building but, in doing so, the Landlord must not cause more inconvenience to the Tenant than is reasonable in the circumstances; and

(v) to make such arrangements for the operation of car parking areas as the Landlord considers appropriate.

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13 Landlord Reservations

13.1 Improvements on the Land

The Tenant must not make any objection or take any action, and the Landlord is not liable, in respect of disturbance caused to the Tenant in connection with the completion of any improvements on the Land including, but not limited to, excavation, construction of new buildings or structures, subdivision of the Land or construction of any modified or new services or infrastructure (including any associated dust, noise or inconvenience associated with any such works).

13.2 Rules

(a) The Landlord may make additional Rules and vary the Rules in relation to the use, safety, access to, occupation and management of the Building and the Land.

(b) The Landlord may alter the Rules by notice to the Tenant but may not make any alteration to the Rules which will materially adversely affect the Tenant's rights under this Lease.

(c) The Landlord is not liable for any loss or damage caused or contributed to by its non-enforcement of the Rules.

13.3 Benefit of Tenant's obligations

If someone else becomes entitled to receive the Rent:

(a) that person may exercise all of the Landlord's rights under this Lease; and

(b) the Tenant must enter into any deed reasonably required by the Landlord, at the Landlord's cost.

13.4 Superior interests

If any person has an interest in the Premises which is concurrent with or superior to the Landlord's interest, the Tenant must allow that person to:

(a) exercise its right, or the Landlord's right, to enter the Premises;

(b) carry out repairs, maintenance and other work in the Premises; and

(c) exercise its rights and obligations in respect of the Premises.

13.5 Landlord may perform Tenant obligations

(a) The Landlord may do anything which the Tenant should have done under this Lease if the Tenant does not promptly do so or if, in the Landlord's opinion, the Tenant does not do so properly.

(b) The Tenant must reimburse the Landlord on demand for any costs and expenses incurred by the Landlord under clause 13.5(a).

13.6 Resumption

The Landlord may terminate this Lease by notice to the Tenant if the Building or Land or any part of it is resumed by any Authority. The Landlord is not liable to the Tenant in respect of the termination.

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14 Security

(a) If an amount is specified in Item 15 of the Reference Schedule, the Tenant must give the Security to the Landlord on or before the Commencement Date as either a bond or Bank Guarantee.

(b) The bank guarantee must:

(i) be issued in a form approved by the Landlord;

(ii) be issued by a bank licensed under the Banking Act 1959 (Cth);

(iii) contain an unconditional undertaking to pay the Landlord on demand, and any other terms required by the Landlord;

(iv) be for the amount specified in Item 15 of the Reference Schedule; and

(v) not have an expiry date.

(c) If the Rent increases, the Tenant must give the Landlord any additional or replacement Security required to ensure that the amount specified in Item 15 of the Reference Schedule is guaranteed no later than fourteen (14) days after the Landlord gives the Tenant a notice asking for it.

(d) If the Tenant defaults under this Lease (including any extension or holding over) the Landlord may call on the Security after seven (7) days' notice to the Tenant, and apply the proceeds towards remedying the default. If the Landlord calls on all or part of the Security, the Tenant must give the Landlord an additional or a replacement Security no later than five (5) Business Days after the Landlord gives the Tenant a notice asking for it so that the amount specified in Item 15 of the Reference Schedule is guaranteed.

(e) If the Landlord has called on the Security and, after the Tenant's default has been remedied, there are surplus funds held by the Landlord, the Landlord may hold that surplus as a security deposit until the Tenant replaces the Security.

(f) If this Lease is not being extended under an Option Term, and the Tenant has performed all of its obligations under this Lease, then the Landlord must return the Security no later than thirty (30) days after the end of the Lease and the Tenant vacating the Premises.

(g) If the Landlord, as transferor transfers its interest in the Premises and hands over the Security to the transferee, the transferor is released from all obligations to the Tenant in relation to the Security. If requested by the transferee, the Tenant must promptly give to the transferee a replacement Security in favour of the transferee. If the Tenant does not provide the replacement Security, the transferor may make demand under the Security and hand over the proceeds to the transferee to hold as a security deposit instead of the Security until the Tenant provides the replacement Security to the transferee.

15 Guarantee and indemnity

15.1 Definitions in this clause

In this clause unless the contrary intention appears:

(a) ***Bankruptcy*** means:

(i) in relation to a corporation, being in liquidation on the grounds of its insolvency;

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(ii) in relation to an individual, being an insolvent under administration (as defined in the Corporations Act); and

(iii) anything analogous or having a similar effect under the law of any relevant jurisdiction.

(b) ***Guarantor's Obligations*** means all obligations of the Guarantor (whether present, future, actual or contingent) under this Lease.

(c) ***Lease*** includes a variation, assignment, replacement, extension or renewal of, or holding over under, this Lease.

(d) ***Personal Information*** means information or an opinion (including information or an opinion forming part of a database):

(i) whether true or not;

(ii) whether recorded in a material form or not;

(iii) about an individual whose identity is apparent, or can be reasonably ascertained, from the information or opinion; or

(iv) collected by or on behalf of the Landlord, or a predecessor in title of the Landlord, in connection with this Lease, the Tenant, the Guarantor or any other contract, arrangement or understanding disclosed in this Lease.

(e) ***Tenant's Obligations*** means all obligations of the Tenant (whether present, future, actual or contingent) under this Lease.

15.2 Guarantee

In consideration of the Landlord entering into this Lease at the Guarantor's request, the Guarantor unconditionally and irrevocably guarantees to the Landlord the punctual performance of all the Tenant's Obligations by the Tenant.

15.3 Indemnity

(a) The Guarantor indemnifies the Landlord against any claim, loss, liability or expense incurred by the Landlord:

(i) which is caused or contributed to by the Tenant's failure to perform any of the Tenant's Obligations;

(ii) because this Lease is void, voidable or otherwise unenforceable;

(iii) because this Lease terminates, other than by agreement between the Landlord and Tenant or the expiration of this Lease;

(iv) because this Lease is disclaimed by a liquidator or trustee in Bankruptcy;

(v) because any money payable by the Tenant under this Lease is irrecoverable or refundable; or

(vi) because of the Bankruptcy of the Tenant.

(b) The Guarantor must pay on demand any money owing to the Landlord under this indemnity.

(c) The Guarantor's obligations under these clauses 15.3(a) to 15.3(b) are separate and independent from its obligations under clause 15.2.

15.4 Protection and rights of Landlord

(a) The Guarantor must not:

(i) exercise its right to be subrogated to the Landlord's rights against the Tenant or any other surety or any security of the Landlord;

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(ii) exercise any right as surety in competition with the Landlord; or

(iii) prove in the Bankruptcy of:

(A) the Tenant; or

(B) any other surety for the Tenant's Obligations,

in competition with the Landlord.

(b) The Guarantor must pay the Landlord, on written demand by the Landlord, all expenses incurred by the Landlord in respect of the Landlord's exercise or attempted exercise of any right under this clause 15.

(c) If the Landlord disposes of the benefit of this Lease, the disponee receives the benefit of the Guarantor's obligations under this clause 15.

(d) The Guarantor's Obligations are continuing obligations and are irrevocable and unconditional.

(e) The Guarantor's Obligations are not affected by anything which might, but for this clause 15.4(e), end or limit the Guarantor's Obligations including, but not limited to, the following:

(i) this Lease not being registered;

(ii) the assignment of this Lease;

(iii) a sublease of the Premises;

(iv) any release, extension of time for payment or other indulgence granted to the Tenant or any other surety of the Tenant's Obligations;

(v) any release or impairment of or defect in any security for the Tenant's Obligations or any obligation of any other surety of the Tenant's Obligations;

(vi) any act or omission by the Landlord which prejudices the Guarantor;

(vii) the death or legal disability of the Guarantor;

(viii) any Guarantor not executing or otherwise not being bound by this Lease or any other guarantee of or security for the Tenant's Obligations contemplated by the Landlord, Tenant or Guarantor; or

(ix) anything which may end or limit the Guarantor's recourse to any person or property for the recovery of moneys paid by the Guarantor under this Lease.

(f) The Guarantor's Obligations may be enforced against the Guarantor without the Landlord being required to first exercise any right against the Tenant or enforce any security for the Tenant's Obligations.

(g) If any transaction or payment relating to the Tenant's Obligations is void, voidable, unenforceable or refundable:

(i) the Guarantor's Obligations are the same as if the transaction or payment was not void, voidable, unenforceable or refundable; and

(ii) the Guarantor must immediately do everything required by the Landlord to restore to the Landlord the benefit of the Guarantor's liability under this Lease which existed immediately before the transaction or payment and it irrevocably authorises the Landlord to do any such thing on its behalf.

(h) Any dispute settlement, certificate, determination, judgment, order or award which is binding on the Tenant is also binding on the Guarantor.

15.5 Privacy

The Guarantor acknowledges and agrees that:

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(a) the Landlord has collected or may collect Personal Information about the Guarantor for the purpose of assessing the Guarantor's suitability as a guarantor under the Lease;

(b) the Personal Information may be disclosed to prospective purchasers of the Building or to an existing or prospective mortgagee;

(c) the Guarantor has a right under the *Privacy Act 1988* (Cth), subject to certain exceptions, to obtain access to the Personal Information;

(d) if the Personal Information is not provided to the Landlord, the Landlord will be hindered in deciding whether or not to lease the Premises to the Tenant; and

(e) this clause does not limit or affect any other acknowledgment or agreement that the Guarantor has given or entered into, or gives or enters into in the future, in relation to the *Privacy Act 1988* (Cth).

16 WHS

(a) In this clause, unless the contrary intention appears, the following terms have the meanings given to them in the WHS Act:

(i) Construction Project;

(ii) Construction Work;

(iii) High Risk Construction Work;

(iv) Person Conducting a Business or Undertaking;

(v) Person With Management or Control of Fixtures, Fittings or Plant at a Workplace;

(vi) Person With Management or Control of Plant at a Workplace;

(vii) Person With Management or Control of a Workplace;

(viii) Principal Contractor; and

(ix) Workplace.

(b) The following terms are defined in this clause as follows:

(i) ***WHS Act*** means the *Work Health and Safety Act 2011* (ACT) and includes any regulations and advisory standards made under it.

(ii) ***Work*** means any work in relation to the Premises carried out by or on behalf of the Tenant (including by or on behalf of any sub-tenant or licensee), which:

(A) is carried out at or about a Workplace; or

(B) which requires the appointment of a Principal Contractor,

(C) whether or not directed or approved by the Landlord, including but not limited to any Construction Work, High Risk Construction Work and Construction Projects.

(iii) ***Third Party Work*** means contractors or others undertaking Work in or at the Premises.

(c) The Tenant acknowledges that in respect of the Premises it is:

(i) the Person With Management or Control of the Workplace;

(ii) the Person With Management or Control of Fixtures, Fittings or Plant at the Workplace;

Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

(iii) the Person With Management or Control of Plant at the Workplace; and

(iv) the Person Conducting a Business or Undertaking; and

(v) the Tenant who has an obligation to ensure the safety of any persons at the Premises including persons engaged in the Third Party Work.

(d) The Tenant must ensure:

(i) compliance with its obligations under the WHS Act, in particular with the obligations it has as a Person Conducting a Business or Undertaking, Person With Management and Control of the Workplace, Person With Management or Control of Fixtures, Fittings or Plant at the Workplace and Person With Management or Control of Plant at the Workplace;

(ii) that it and all persons employed or engaged by it or on its behalf including all Workers comply at all times with the requirements of the WHS Act and any directions, manuals, policies or rules formulated from time to time by the Landlord;

(iii) that it has systems in place to assess and eliminate risks and hazards at the Premises, which meet the standard required by the WHS Act;

(iv) that where risk and hazards cannot be eliminated, the risks and hazards are adequately controlled in a way which meets the standard required by the WHS Act;

(v) that it provides appropriate training and supervision to all persons employed or engaged by it at the Premises, including all Workers; and

(vi) that only qualified persons are engaged to carry out any Third Party Work.

(e) To the fullest extent permitted by law the Tenant indemnifies the Landlord against liability or loss arising from, or cost incurred in connection with, any breach by the Tenant of its obligations under clause 16(d).

17 Default and termination

17.1 Default

Each of the following is a default by the Tenant under this Lease:

(a) if the Tenant does not pay the Rent, whether or not demanded by the Landlord;

(b) if the Tenant does not pay the Tenant's Contribution or any amount that is due and payable by it under this Lease, whether or not demanded by the Landlord;

(c) if the Tenant does not comply with any other essential term of this Lease;

(d) if the Tenant repudiates its obligations under this Lease;

(e) if the Tenant does not comply with any other express or implied obligations under this Lease; and

(f) if an Insolvency Event occurs in respect of the Tenant or the Guarantor or, if either of them is a company, any of its subsidiaries.

17.2 Landlord's termination after default

The Landlord may terminate this Lease after the Tenant defaults in accordance with clause 17.1 and after the Landlord has served notice of breach of covenant (if required by law) by:

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(a) re-entering and taking possession of the Premises, using reasonable force to secure possession;

(b) serving notice of termination on the Tenant;

(c) instituting proceedings for possession of the Premises against the Tenant; or

(d) taking action under clause 17.3.

17.3 Termination after default

If the Landlord terminates this Lease, the Landlord may:

(a) re-enter and take possession of the Premises;

(b) for any goods remaining in the Premises fourteen (14) days after re-taking possession of the Premises:

(c) remove and store them in a manner thought fit by the Landlord;

(i) on reasonable notice to the Tenant place them on the street in front of the Land;

(ii) sell them and deduct the proceeds from the Tenant's costs in removing, storing and selling them, and then returning the balance of the sale proceeds to the Tenant.

17.4 Essential Terms

(a) The Landlord may treat the Tenant's breach of an essential term as a repudiation of this Lease and may terminate this Lease for breach of the essential term and for repudiation. The Landlord is then entitled to immediate possession of the Premises.

(b) The Landlord and Tenant agree that the following clauses are essential conditions of this Lease (noting any other obligations of the Tenant under this Lease may also be an essential term): clauses 3; 4; 5; 6; 7; 8; 9; 10; 14; 15; 16; 18; 23; 24; 25; 27; 28 and all clauses in Schedule 1.

18 GST

(a) In this clause:

(i) "GST" means goods and services tax imposed under the GST Law.

(ii) "GST Law" means A New Tax System (Goods & Services Tax) Act 1999 (as amended) and related Law;

(iii) "Law" means Federal, State, Territorial or Local Government legislation and/or regulations, ministerial determinations, rulings or guidelines of Australia;

(iv) "consideration", "input tax credit", "tax invoice", "taxable supply", and other terms used in this clause, unless otherwise stated, have the same meaning given to them in the GST Law.

(b) Unless expressly stated otherwise in this Lease, the Rent and any other consideration for any taxable supply is exclusive of GST.

(c) In respect of any liability of the Landlord for GST under this Lease, including Rent, operating expenses and any consideration for any other taxable supply, the Tenant covenants to pay to the Landlord, at the same time as any payment or supply is

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made which gives rise to any GST liability, the amount of GST payable, together with the payment or supply to which it relates.

(d) The Tenant's liability is to reimburse the full amount of GST.

(e) If the Landlord is entitled to an input tax credit in relation to any amount recoverable from the Tenant, the amount payable by the Tenant shall be reduced by the amount of the input tax credit which the Landlord has received or is entitled to receive.

(f) The Landlord agrees to issue to the Tenant a tax invoice complying with the GST Law in respect of all consideration attracting GST to allow the Tenant claim an input tax credit in respect of the taxable supply.

19 Damage and destruction

19.1 Abatement of Rent and Tenant's Contribution

Subject to clause 19.3, if the Premises are damaged or destroyed, and the Premises:

(a) cannot be used by the Tenant, the Tenant is not liable to pay Rent or the Tenant's Contribution for the period that the Premises cannot be used; or

(b) are useable by the Tenant, but the useability is diminished because of the damage or destruction,

the Tenant's liability to pay Rent and the Tenant's Contribution is reduced in proportion to the reduction in useability until the Premises are made fit for the Tenant's occupation and use or this Lease is terminated.

19.2 Repair of damage

Subject to clause 19.3, if the Premises are damaged or destroyed and either:

(a) the Landlord gives the Tenant notice that the Landlord considers that, in its absolute discretion, it is impracticable or undesirable to repair the damage, then either the Landlord or the Tenant may terminate this Lease by giving at least five (5) Business Days' notice to the other and no compensation is payable in respect of that termination; or

(b) within ten (10) Business Days of the damage occurring the Tenant requests the Landlord in writing to repair the damage and:

(i) the Landlord does not notify the Tenant within fifteen (15) Business Days of receiving the Tenant's request that it intends to repair the damage; or

(ii) the Landlord notifies the Tenant that it intends to repair the damage but does not do so within a reasonable time,

the Tenant may terminate this Lease by giving at least twenty (20) Business Days' notice to the Landlord.

19.3 Damage caused by Tenant

If the damage or destruction referred to in clauses 19.1 or 19.2 is caused by the Tenant or the Tenant's Agents:

(a) clauses 19.1 and 19.2(b) do not apply; and

(b) the Tenant cannot terminate this Lease under clause 19.2(a).

Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

19.4 Rights not affected

Nothing in this clause 19 affects any rights the Landlord may have if:

(a) any damage or destruction is caused or contributed to by; or

(b) any right under an insurance policy in connection with the Premises is prejudiced or a policy is cancelled or payment of a premium or a claim is refused by the insurer because of,

the act, negligence or default of the Tenant or the Tenant's Agents.

19.5 Dispute

(a) If any dispute arises under clause 19 the Landlord or the Tenant (or both) may request the President of the API to appoint a Valuer to determine the dispute and the proportion of the Valuer's costs that each party must pay.

(b) The Valuer acts as an expert and not as an arbitrator and the Valuer's decision is final and binding.

19.6 Landlord termination

For the avoidance of doubt the Landlord is not required to reinstate or restore the Premises, Building or the Land. The Landlord may terminate the Lease by giving at least thirty (30) days notice of the Landlord’s intention to terminate (without having to pay compensation to the Tenant) if:

(a) the Premises or Building have been damaged;

(b) the Landlord has notified the Tenant under clause 19.2 that the Landlord does not intend to repair the Premises or Building; and

(c) either:

(i) the Premises or Building has to be, or has been, demolished because of the damage;

(ii) the damage extends to more than 50% of the Premises or Building;

(iii) it is impracticable for the Landlord to repair or reinstate the Premises or Building, acting reasonably and promptly, within one (1) year after the day or last day the damage happened; or

(iv) the Premises cannot be used because of the damage, the Lease is due to expire within two (2) years after the day or last day the damage happened and the lease contained no option for extension.

20 Not used

21 Option Term

21.1 Grant of New Lease

(a) This clause 21.1 does not apply if the words “not applicable” appear in Item 9 of the Reference Schedule.

(b) The Landlord must grant the Tenant a new lease for the Option Term (**New Lease**) of the Premises if:

Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

(i) an Option Term is specified in Item 9 of the Reference Schedule;

(ii) there is no subsisting breach by the Tenant under this Lease; and

(iii) the Tenant gives the Landlord written notice of the exercise of this option during the period that is no earlier than six (6) months prior to the Termination Date, and no later than three (3) months prior to the Termination Date.

(c) The terms of the New Lease will be the same as those in this Lease, except for the following amendments:

(i) Rent will be the amount payable on the Termination Date, subject to an increase in accordance with the rent review method in this Lease;

(ii) the Term, Commencement Date, Termination Date and Review Dates will all be amended to reflect the Option Term;

(iii) the Option Term and this clause will be "Not Used" (unless there is another Option Term provided for in the Lease, in which case the most recent Option Term will be removed);

(iv) incorporation of any variations to this Lease;

(v) including any terms or amendments that the Landlord reasonably requires due to a change in the law or the Landlord considers necessary or desirable (acting reasonably); and

(vi) the cover page of this Lease must be updated to reflect the amendments described in this clause.

(d) The Tenant agrees that the Landlord may require the New Lease to be documented as a variation of this Lease (extending the Termination Date and retaining the original Commencement Date) if the Landlord deems appropriate. Any such variation must ensure this Lease is varied so that it has the same practical effect as granting the New Lease to the Tenant.

(e) The Tenant must give a guarantee and indemnity, updated Security or other security to the Landlord in respect of the Tenant's obligations under the New Lease on terms at least as favourable as the guarantee or other security provided under this Lease. This clause does not affect the enforceability of any guarantee and indemnity or other security that is expressed to apply in respect of the Tenant's obligations under a renewal of this Lease.

22 Permitted dealings

22.1 Restriction on assignment and other dealings

The Tenant must not do any of the following unless it first complies with the applicable provisions in the rest of this clause 22:

(a) assign this Lease;

(b) grant a sublease of the Premises;

(c) grant any licence of the Premises;

(d) declare itself to be a trustee of any legal or equitable estate or interest in this Lease or transfer or divest itself of any beneficial interest;

(e) mortgage, charge or otherwise encumber this Lease; or

(f) deal with its rights under this Lease in any other way.

Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

22.2 General requirements

The Tenant must not do anything specified in clause 22.1 unless:

(a) the Tenant has given the Landlord at least one (1) months' notice of its desire to do that thing, together with details of the proposed transaction, details of the parties, a copy of the proposed documentation and all other relevant information as may be requested by the Landlord;

(b) the Tenant is not in default under this Lease, unless the default is waived by the Landlord;

(c) the Tenant pays the Landlord's reasonable costs (including legal costs and disbursements) in relation to the proposed transaction and pays to the Landlord on demand the Landlord's reasonable estimate of the costs and expenses before the Landlord makes any enquiries in relation to the proposed transaction, and whether or not the Landlord consents to it;

(d) the Tenant establishes to the Landlord's satisfaction that any proposed assignee, sublessee or licensee:

(i) is respectable, financially sound and unlikely to cause a security risk to the Premises;

(ii) has sufficient experience and a good reputation in conducting the same business as the Permitted Use; and

(iii) is capable of observing and performing the Tenant's obligations under this Lease;

(e) the Landlord is given any additional guarantee, indemnity or other security it requires in relation to the proposed transaction, prepared and stamped by the Landlord's lawyer at the Tenant's cost, and any Guarantor and new guarantor acknowledges its continuing or new obligations to guarantee the Tenant's obligations under this Lease; and

(f) the Landlord and its mortgagee (if any) consent to the proposed transaction.

22.3 Requirements for assignment

If the Tenant proposes to assign this Lease:

(a) the Tenant and assignee must enter into a deed in the form reasonably required by the Landlord under which (among other things):

(i) the assignee agrees to perform all of the Tenant's express and implied obligations under this Lease, including the obligation to indemnify the Landlord;

(ii) the Tenant releases the Landlord from all its obligations under this Lease;

(iii) the Tenant acknowledges its continuing obligations under this Lease; and

(iv) the Tenant must give the Landlord a signed, stamped and registrable transfer of this Lease.

22.4 Requirements for sublease or licence

If the Tenant proposes to grant a sublease or licence of the Premises the Tenant and sublessee or licensee must enter into a deed in the form reasonably required by the Landlord under which (among other things):

(a) the Tenant acknowledges its continuing obligations under this Lease;

(b) the sublessee or the licensee agrees that the sublease or licence terminates immediately on termination of this Lease;

Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

(c) includes an indemnity by the proposed sublessee to pay to the Landlord on demand as liquidated damages the amount of any liability, loss, claim, damages, costs and expenses arising from or incurred in connection with the proposed sublessee remaining in possession of the sublet premises after the date this Lease is terminated;

(d) the Tenant either:

(i) satisfies the Landlord acting reasonably (by valuation if required by the Landlord) that the sublease or licence rent is at a rate not less than the then current market rent for the Premises; or

(ii) if the Tenant is unable to comply with clause 22.4(d)(i), the Tenant confirms in writing to the Landlord that the rent payable by the sublessee or licensee is at a rate less than the then current market rent for the Premises.

(e) the sublessee or licensee agrees that it must not grant a sublease or licence, transfer its sublease or licence or part with or share possession of the Premises.

22.5 Requirements for mortgage

(a) If the Tenant proposes to grant a mortgage over this Lease, the Tenant and the mortgagee must enter into a deed in the form reasonably required by the Landlord under which (among other things):

(i) the mortgagee must promptly give the Landlord notice if the Tenant is in default on the security;

(ii) the mortgagee agrees that, if the mortgagee or its appointee enters into possession of the Premises, then the mortgagee must remedy any subsisting default by the Tenant under this Lease and comply with the Tenant's obligations under the Lease; and

(iii) if the mortgagee exercises a power of sale under the security, it will comply with this clause even if it does not take possession of the Premises.

(b) The Landlord is not required to sign any form of waiver, consent or release in favour of the mortgagee that adversely impacts on its rights and entitlements under this Lease.

22.6 Change of Control

A change of Control of the Tenant is a breach by the Tenant of this Lease, unless either:

(a) the Tenant complies with clause 22.2 as if the person acquiring control was the proposed assignee; or

(b) the change of Control is a consequence of a corporate reconstruction or reorganisation for which the Tenant has:

(i) proved will not materially diminish the Tenant's financial capacity; and

(ii) obtained the Landlord's prior consent.

22.7 Exception to Dealing

Whilst the Tenant is Alabaster and Fawn Pty Ltd ACN 667 622 264, this clause does not apply to the extent that the Tenant seeks to sublet or sublicence the Premises or any area separately leased or licensed to the Tenant, whether the whole of or part thereof.

Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

23 Subdivision

The Landlord may subdivide the Land or grant an easement or other right over it or the Premises unless it would have a substantial adverse effect on the Tenant. The Tenant must do anything the Landlord reasonably requires concerning the subdivision or grant of any such easement.

24 PPSA

24.1 Existing Security Interest

The Tenant must notify the Landlord on or before the Commencement Date if the Tenant's Property or any other Personal Property of the Tenant relevant to the Lease is subject to a Security Interest.

24.2 Creating a Security Interest

The Tenant agrees not to create a Security Interest in favour of a third party in respect of the Tenant's Property or any other Personal Property of the Tenant relevant to the Lease except with the prior written consent of the Landlord, such consent not to be unreasonably withheld.

24.3 Contracting out of the PPS Act

In respect of the PPS Act, if Chapter 4 (enforcement of security interests) of the PPS Act applies:

(a) the Landlord need not comply with any provisions of the PPS Act that the parties may contract out of in relation to the 'collateral' (as that term is defined in the PPS Act).

(b) the Tenant may not exercise rights under sections 142 (redemption of collateral) or 143 (reinstatement of security agreement) of the PPS Act to the extent the law permits those rights to be excluded.

(c) the Landlord need not give the Tenant any other notice required under the PPS Act (including a notice of verification statement under section 157 of the PPS Act) unless the notice cannot be excluded.

24.4 Registration of Lease

The Tenant irrevocably authorises the Landlord and its solicitors to do the following:

(a) register one or more financing statements or financing change statements (electronically or otherwise) on the PPSR established under section 147 of the PPS Act in connection with this Lease.

(b) register and record this Lease (electronically or otherwise) in such other places as the Landlord or its solicitors may at any time consider necessary or desirable to perfect this Lease or to protect the rights of the Landlord under this Lease.

Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

25 Mortgagee consent

(a) If the Landlord has a mortgage on the Land or Premises (or any part thereof) and the relevant mortgage requires the Landlord to obtain the mortgagee's consent to this Lease, then this Lease is subject to the Landlord obtaining that consent.

(b) If the Landlord cannot obtain the mortgagee consent referred to in clause 25(a) within a reasonable time after the Commencement Date, the Landlord may terminate the Lease without compensation payable to the Tenant.

26 General

26.1 Costs

(a) Each party will pay its own costs and expenses incurred in connection with the preparation, negotiation and execution of this Lease.

(b) The Tenant must indemnify the Landlord against, and must pay to the Landlord, or as directed by the Landlord on demand, the amount of all reasonable costs and expenses incurred in connection with:

(i) stamp duty and registration fees payable on the Lease and any transactions or dealings that this Lease contemplates;

(ii) any assignment, sublease, licence, mortgage, charge or other encumbrance referred to in clause 22;

(iii) any default by the Tenant or the Tenant's agents under this Lease and the enforcement or protection, or attempted enforcement or protection, by the Landlord of any of its rights under or in relation to this Lease;

(iv) any transactions or dealings that this Lease contemplates;

(v) any amendment to, or waiver of or under, or surrender of, this Lease;

(vi) any request for the consent or approval of the Landlord, any caveator, the Landlord's mortgagee or any head lessor; and

(vii) the cost of preparing any plan needed for this Lease,

including legal expenses on a full indemnity basis, administration costs of the Landlord and expenses incurred in engaging consultants.

26.2 Tenant acknowledgements and warranties

(a) The Tenant agrees and acknowledges:

(i) the covenants, powers and provisions implied in leases by sections 84, 84A, 85 and 86 of the *Conveyancing Act 1919* (NSW) do not apply to this Lease.

(ii) the provisions of this Lease do not merge on termination.

(iii) any legislation that adversely affects an obligation of the Tenant, or the exercise by the Landlord of a right or remedy, under or relating to this Lease is excluded to the full extent permitted by law.

(b) Expiry or termination of this Lease does not affect any rights arising from a breach of this Lease before the date of expiry or termination.

(c) The Tenant warrants that it has not been induced to enter into this Lease by any express or implied statement, warranty or representation:

(i) whether oral, written or otherwise;

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(ii) made by or on behalf of the Landlord in respect of the Building or the Premises or anything relating to, or which could have an effect on, the Building or the Premises including but not limited to:

(A) the fitness or suitability of the Premises for any purpose;

(B) any fixtures, facilities or amenity in or on the Building; or

(C) the conduct of any other business in the Building.

26.3 Indemnities

(a) Each indemnity of the Tenant contained in this Lease is:

(i) a continuing obligation of the Tenant and remains in full force and effect after the termination of this Lease; and

(ii) a separate and independent obligation of the Tenant.

(b) The Tenant may not enforce, conduct, settle or compromise claims under any insurance policy required by this Lease if the Landlord gives the Tenant a notice that the Landlord wants to do those things.

26.4 Notices

A notice is effective under this Lease if it is in writing, signed by the person giving the notice, and is sent via:

(a) pre-paid post or mail to that persons address as shown in Item 12 of the Reference Schedule of this Lease, or any other address provided by that party; or

(b) fax to that person's fax number provided by that party.

Service or delivery by post will be deemed to have been made at 12:00pm on the second Business Day following the date it was posted.

26.5 Reasonable assistance

Each party must do everything reasonably necessary to give effect to this Lease.

26.6 FIRB approval

The Tenant warrants that they are not required to obtain Foreign Investment Review Board approval to enter into this Lease.

26.7 Waiver

A right under this Lease may only be waived if it is in writing and signed by the party waiving that right.

26.8 Entire agreement

This Lease contains the entire agreement between the parties about its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this Lease and has no further effect.

26.9 No merger

The provisions of this Lease do not merge on termination.

Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

26.10 Counterparts

This Lease may consist of a number of counterparts and the counterparts taken together constitute as one and the same instrument.

26.11 Governing Law

The parties agree that the laws of the state of New South Wales govern this Lease and the parties submit to the non-exclusive jurisdiction of the courts in state of New South Wales.

Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

Execution Page

Executed as a Deed

Landlord

Tenant

EXECUTED by **ALABASTAR AND FAWN PTY LTD ACN 667 622 264** in accordance with section 127 of the Corporations Act 2001:		
Signed by: Emmalene Mahar E2983C736FC2468...		
Signature of Sole Director/Secretary		~~Signature of Director~~
EMMALENE LOUISE MAHAR		
Name of Sole Director/Secretary		~~Name of Director~~

Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

NSW GOVERNMENT | Small Business Commissioner

Schedule 2 Retail Leases Act 1994

Retail Lease Disclosure Statement

Part A: Lessor's Disclosure Statement

Lessor	PM Commercial Pty Ltd ACN 648 896 815
Lessee	Alabaster and Fawn Pty Ltd ACN 667 622 264
Premises address	Lot 3 on Deposited Plan 221618, known as 128 Monaro Street, Queanbeyan NSW 2620

Key disclosure items

1. Annual base rent under the lease
(See item 10.1, page 6)

$ 70,909 p.a.

☐ Including ☑ Excluding (GST)

2. Is rent based on turnover payable by the lessee in year 1?
(See item 12, page 6)

☐ Yes ☑ No

3. Total estimated outgoings and promotion and marketing costs for the lessee in year 1
(See Part 5 and Part 6, pages 7-10)

$ Not Applicable

☐ Including ☑ Excluding (GST)

4. Term of the lease years months
(See item 5, page 4)

5 years

5. Estimated commencement date of the lease
(See item 5.1, page 4)

01 / 07 / 2026

6. Estimated handover date of the premises
(See item 7.1, page 5)

01 / 07 / 2026

7. Does the lessee have an option to renew for a further period?
(See item 6, page 4)

☑ Yes ☐ No

8. Does the lease provide the lessee with exclusivity in relation to the permitted use of premises?
(See item 2.2, page 3)

☐ Yes ☑ No

Note: If the terms "Property owner" and "Business" are substituted for "lessor" and "lessee" in this form, they have the same meanings as "lessor" and "lessee" have, respectively, in the Retail Leases Act 1994.

Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

PART 1. Premises

1. Premises details

1.1 Street address of premises

[Insert street address of premises and, as applicable, shop number, name of the building/ centre in which the premises are located, street address of the building/centre]

128 Monaro Street, Queanbeyan NSW 2620

1.2 Plan of premises (if available)

[Insert description of premises by reference to a prepared plan.]

Lot 3 on Deposited Plan 221618

Note: Attach the plan to this disclosure statement as per item 33.1

1.3 Lettable area of the premises

129 m2 ☑ Actual ☐ Estimate

Will a survey be conducted? ☐ Yes ☑ No

1.4 Existing structures, fixtures, plant and equipment in the premises, provided by the lessor (excluding any works, fit out and refurbishment described in Part 3)

[Select as appropriate]

- ☑ Air conditioning
- ☐ Cool room
- ☐ Floor coverings
- ☐ Grease trap
- ☑ Hot water service
- ☐ Lighting
- ☐ Mechanical exhaust
- ☑ Painted walls
- ☐ Electrical distribution load (3 phase
- ☐ Electrical distribution load (single phase)
- ☐ Separate utility meter – gas
- ☑ Separate utility meter – electricity
- ☑ Separate utility meter – water
- ☑ Plastered walls
- ☐ Shop front
- ☐ Sink
- ☐ Sprinklers
- ☐ Suspended ceilings
- ☐ Telephone
- ☑ Water supply
- ☐ Waste
- ☐ Other

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1.5 Services and facilities provided by the lessor for the benefit of the premises (for example security services, cleaning)

2. Permitted use

2.1 Description of permitted use

Hairdressing and beauty services, retail sale of hair and beauty products, showroom and display, training and education and office

Note: The lessee should investigate if the proposed use of the premises is permitted under planning laws.

Attach a separate sheet if you need more space.

2.2 Is the permitted use described in item 2.1 exclusive to the lessee? ☐ Yes ☑ No

3. Number of car parking spaces

3.1 Approximate total spaces spaces N/A spaces

3.2 Available spaces for customers of the building/centre spaces N/A spaces

3.3 Reserved spaces for use of the lessee only spaces N/A spaces

4. Head lease

4.1 Is the premises under a head lease or Crown lease? ☐ Yes ☑ No

4.2 Has the lessor provided a copy of the head lease or Crown lease to the lessee?

Attached at item 33.2

☐ Yes ☐ No ☑ Not applicable

4.3 Current term under the head lease or Crown lease and option/s to renew

☑ Not applicable ☐ Details of head lease as follows:

Current term: ____ years

__ __ / __ __ / 2 0 __ __ to __ __ / __ __ / 2 0 __ __

[List any options for further terms held by the lessor under the head lease]

Options to renew: ____ years

__ __ / __ __ / 2 0 __ __ to __ __ / __ __ / 2 0 __ __

4.4 Is the head lessor's consent to the lease required? ☐ Yes ☑ No

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PART 2. Term of lease and option/s to renew lease

5. Term of lease

5.1 Date lease commences (see also date of handover at item 7)

01 / 07 / 2026 ☑ Actual ☐ Estimate

5.2 Length of term years months 5 years

5.3 Date lease expires
(based on the date indicated at item 5.1 as the date the lease commences)

30 / 06 / 2031

6. Option/s to renew lease

6.1 Option/s details

[List all options to renew]

Length of option 5 years

	Period of option		Exercise date	
	01 / 07 / 2031		31 / 12 / 2030	
To	30 / 06 / 2036		31 / 03 / 2031	
	☑ Actual	☐ Estimate	☑ Actual	☐ Estimate

Length of option 5 years

	Period of option		Exercise date	
	01 / 07 / 2036		31 / 12 / 2035	
To	30 / 06 / 2041		31 / 03 / 2036	
	☑ Actual	☐ Estimate	☑ Actual	☐ Estimate

Length of option years

	Period of option		Exercise date	
	/ / 20		/ / 20	
To	/ / 20		/ / 20	
	☐ Actual	☐ Estimate	☐ Actual	☐ Estimate

Attach a separate sheet if you need more space.

Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

PART 3. Works, fit out and refurbishment

7. Date of handover

7.1 Date of handover
(If different to the date the lease commences indicated at item 5.1)

0 1 / 0 7 / 2 0 2 6 ☐ Actual ☑ Estimate

8. Lessor's works

8.1 Description of works to be carried out by the lessor before the date the lease commences

[exclude any works that form part of the lessee's fit out at item 9]

N/A

Attach a separate sheet if you need more space.

8.2 Estimate of expected contribution by the lessee towards the cost of the lessor's works

[see also outgoings (item 14) in relation to any maintenance and repair outgoings]

$ N/A

9. Lessee's fit out works

9.1 Fit out works to be carried out by the lessee (excluding the lessor's works at item 8)

N/A

Attach a separate sheet if you need more space.

9.2 Is the lessor providing any contribution towards the cost of the lessee's fit out?

☐ Yes – [Insert details of lessor's contribution] ☑ No

N/A

Attach a separate sheet if you need more space.

9.3 Does the lessor have requirements as to the quality and standard of shop front and fit out?

☑ Yes – [Insert details or provide fit out guide] ☐ No

Refer to Lease

Attach a separate sheet if you need more space.

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PART 4. Rent

10. Annual base rent

10.1 Starting annual base rent (ie. when the lease commences)

$ 70,909 ☐ Including ☑ Excluding (GST)

10.2 Rent free period [Describe any rent free period]

N/A

10.3 Date of rent commencement

0 1 / 0 7 / 2 0 2 6

10.4 How rent payments are to be made?
[Insert description of how rent is paid – eg by equal monthly instalments in advance on the first day of each month, other than the first and last payments which is calculated on a pro-rata basis]

Monthly instalments on the first day of each month

11. Rent adjustment (rent review)

11.1 Rent adjustment date(s) and adjustment method
[Insert a list of all rent adjustment dates and adjustment methods – eg. fixed increase by X%, fixed increase by $X, current market rent, indexed to CPI]

Fixed increases of 3% on each anniversary of the Commencement Date during the Term and any further term

Attach a separate sheet if you need more space.

12. Rent based on turnover

12.1 Is rent based on turnover payable by the lessee? (Note, the lease must specify the method by which a rent based on turnover is to be determined.)

☐ [Insert method of calculating the turnover rent] ☑ No

Attach a separate sheet if you need more space.

12.2 If a rent based on turnover is not required to be paid, does the lessor require the lessee to provide details of turnover?

☐ Yes ☐ No

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PART 5. Outgoings

13. Contribution by lessee towards lessor's outgoings

13.1 Is the lessee required to pay or contribute to the lessor's outgoings?

☐ Yes ☑ No

13.2 Describe any period during which the lessee is not required to pay outgoings

13.3 Date on which payment of outgoings is to commence

__ __ / __ __ / 2 0 __ __

13.4 Formulae for apportioning outgoings

[Insert formulae on how outgoings payable by lessee are to be apportioned]

14. Outgoings estimates (annual) for the 12 month period

[State which of the following are payable by the lessee. The lessor may be prevented by the Retail Leases Act 1994 from claiming certain costs.]

__ __ / __ __ / 2 0 __ __ to __ __ / __ __ / 2 0 __ __

Estimate (including GST) per annum for the building/centre:

14.1 Administration

Administration costs (excluding management fees and wages):	$
Audit fees:	$
Management fees:	$

14.2 Air conditioning/temperature control

Air conditioning maintenance:	$
Air conditioning operating costs:	$

14.3 Building/centre management

Body corporate/strata levies:	$
Building intelligence services:	$
Customer traffic flow services:	$
Energy management services:	$

Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

Gardening and landscaping:	$
Insurance:	$
Pest control:	$
Ventilation:	$

14.4 Building/centre security

Caretaking:	$
Emergency systems:	$
Fire levy:	$
Fire protection:	$
Security services:	$

14.5 Cleaning

Cleaning consumables:	$
Cleaning costs (excluding consumables):	$

14.6 Communications

Post boxes:	$
Public telephones:	$

14.7 Customer facilities

Car parking:	$
Child minding:	$
Escalators:	$
Lifts:	$
Uniforms:	$

14.8 Customer information services

Information directories:	$
Public address/music:	$
Signage:	$

Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

14.9 Government rates and charges

Local government rates and charges:	$
Water sewerage and drainage rates and charges:	$
Land tax:	$

14.10 Repairs

Repairs and maintenance:	$
Sinking fund for repairs and maintenance:	$

Note: Under section 23 of the Retail Leases Act 1994, the lessor may not recover the capital costs of the building/centre from the lessee.

14.11 Utility services

Electricity:	$
Gas:	$
Oil:	$
Water:	$

14.12 Waste management

Sewerage disposal:	$
Waste collection and disposal:	$
Signage:	$

14.13 List any other outgoings

	$
	$
	$
	$
	$

Attach a separate sheet if you need more space.

14.14 Total outgoings for the building/centre	$

14.15 Formula for determining lessee's share of the total outgoings for the building/centre

Attach a separate sheet if you need more space.

14.16 Estimated lessee contribution to outgoings	$

Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

PART 6. Other costs

15. Advertising and promotional costs

15.1 Is the lessee required to contribute towards advertising and promotional costs (including marketing fund contributions) for the building/centre?

☐ Yes ☑ No

15.2 Lessee's contribution to advertising and promotional costs per annum

☑ Not applicable

☐ Yes – contribution per annum is $ ☐ Actual ☐ Estimate

☐ Yes – contribution per annum is $ % of the rent (excluding GST) payable from time to time

☐ Yes – *[insert details of lessee's contribution per annum and how this is determined]*

Attach a separate sheet if you need more space.

16. Other monetary obligations and charges

16.1 Outline any costs arising under the lease including up-front costs or other costs not part of the outgoings and not referred to elsewhere in this disclosure statement: [eg interest and legal costs]

Interest is payable on any unpaid amounts that are more than 5 business days overdue at the rate of 12% per annum calculated daily

The Tenant is responsible for all services and utilities costs

Attach a separate sheet if you need more space.

Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

PART 7. Alteration works (including renovations, extensions, redevelopment, demolition)

17. Alteration works

17.1 Are there any alteration works, planned or known to the lessor at this point in time, to the premises or building/centre, including surrounding roads, during the term or any further term or terms?

☐ Yes – *[Insert details of proposed works]* ☑ No

Attach a separate sheet if you need more space.

18. Clauses in lease dealing with relocation and demolition works

18.1 Clause(s) in lease providing for relocation of lessee:

☐ Clause(s) _____ of the lease

☑ Not applicable

18.2 Clause(s) in lease providing for demolition of the premises or building/centre

☐ Clause(s) _____ of the lease

☑ Not applicable

PART 8. Trading hours

19. Core trading hours relevant to lessee

Monday	am to	pm		Friday	am to	pm	
Tuesday	am to	pm		Saturday	am to	pm	
Wednesday	am to	pm		Sunday	am to	pm	
Thursday	am to	pm		Public holidays	am to	pm	

20. Lessee access to premises outside core trading hours

20.1 Is the lessee permitted to access the premises and building/centre outside core trading hours?

☑ Yes – *[provide details including cost of access]* ☐ No

The tenant has access to the premises at any time and there are no restrictions to trade hours

Attach a separate sheet if you need more space.

Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

PART 9. Retail shopping centre details

Note: This part must only be completed if the premises are in a retail shopping centre as defined in section 3 of the Retail Leases Act 1994.

21. Retail shopping centre details

21.1 Total number of shops _____ shops

21.2 Gross lettable area of the centre

_____ m2 ☐ Actual ☐ Estimate

22. Annual turnover of the shopping centre

22.1 Annual estimated turnover (where collected):

$ _____ ☐ Including GST ☐ Excluding GST

22.2 Annual estimated turnover for specialty shops, per m2 (where collected)

Food	$ _____	per m2	☐ Including GST	☐ Excluding GST
Non food	$ _____	per m2	☐ Including GST	☐ Excluding GST
Services	$ _____	per m2	☐ Including GST	☐ Excluding GST

23. Major/anchor lessees

23.1 Major/anchor lessees and lease expiry dates:
[List all major and anchor lessees (eg department stores, discount department stores, supermarkets) and the dates on which leases held by those lessees expire]

N/A

Attach a separate sheet if you need more space.

24. Floor plan and tenancy mix

24.1 Floor plan showing tenancy mix, common areas, common area trading, kiosks and major lessees:

Attached at item 34.1

☐ Yes ☐ Not applicable

24.2 Does the lessor assure the lessee that the current lessee mix will not be altered by the introduction of a competitor?

☐ Yes ☐ No

25. Customer traffic flow information

25.1 Does the lessor collect customer traffic flow information?

Attached at item 34.2

☐ Yes ☐ No

26. Casual mall licensing for common areas

26.1 Do you adhere to the Shopping Centre Council of Australia's Casual Mall Licensing Code of Practice?

Attached at item 34.3

☐ Yes ☐ No

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PART 10. Other disclosures

27. Other disclosures

27.1 Are there any current legal proceedings in relation to the lawful use of the premises or building/centre?

☐ Yes – *[provide details]* ☑ No

Attach a separate sheet if you need more space.

28. Representations by lessor

28.1 Any other representations by the lessor or the lessor's agent:
[Lessor to insert details of any other oral or written representations made by the lessor or the lessor's agent]

Attach a separate sheet if you need more space.

Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

PART 11. Lessor acknowledgements and signature

29. Acknowledgements by lessor

By signing this disclosure statement, the lessor confirms and acknowledges that:

- this disclosure statement contains all representations in relation to the proposed lease by the lessor and the lessor's agents as at the date of this disclosure statement,
- this disclosure statement reflects all agreements that have been made by the parties,
- the lessor has not knowingly withheld information which is likely to have an impact on the lessee's proposed business.

Warnings to lessor when completing this disclosure statement:

- The lessee may have remedies including termination of lease if the information in this statement is misleading, false or materially incomplete.

30. Lessor's signature

30.1 Name of lessor *[Insert name of the lessor]*

PM Commercial Pty Ltd ACN 648 896 815

30.2 Signed by the lessor or the lessor's agent for and on behalf of the lessor

Signed by:

30.3 Name of lessor's authorised representative or lessor's agent
[Insert name of person signing with the authority of the lessor]

30.4 Date

/ / 20

9/10/2026

Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

PART 12. Lessee acknowledgements and signature

31. Acknowledgements by the lessee

By signing this disclosure statement, the lessee confirms and acknowledges that the lessee received this disclosure statement.

Before entering into a lease, lessees should consider these key questions:

- Does the planning authority allow your proposed use for the premises under planning law?
- Is the security of your occupancy affected by:
  - mortgages, charges or encumbrances granted by the lessor?
  - rights and obligations under a head lease?
- Does the premise comply with building and safety regulations?
- Are the premises affected by outstanding notices by any authority?
- Could your trading be affected by disturbances or changes to the building/centre?
- Does the lessor require you to refurbish the premises regularly or at the end of the lease?
- Can the lessor end the lease early even if you comply with the lease?
- Are all the existing structures, fixtures, plant and equipment in good working order?
- Are you required to make good the premises at the end of the lease?
- Is the tenancy mix of the shopping centre (if applicable) likely to change during the term of the lease? (see question 24.2)

32. Lessee's signature

It is important that a lessee seek independent legal and financial advice before entering into a lease.

32.1 Name of Lessee *[Insert name of the lessee]*

Alabaster and Fawn Pty Ltd ACN 667 622 264

32.2 Signed by the lessee or for and on behalf of the lessee

Signed by:
Emmalene Mahar
E2983C736FC2468...

32.3 Name of lessee's authorised representative
[Insert name of the person signing with the authority of the lessee]

EMMALENE LOUISE MAHAR

32.4 Date

9/10/2026

Note: [Section 11A of the Retail Leases Act 1994 requires a lessee's disclosure statement to be provided to the lessor within 7 days (or any agreed further period) of the lessee receiving the lessor's disclosure statement. The lessee may be liable to a penalty for an offence under that Act if the lessee's disclosure statement is not provided.

Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

PART 13. Attachments

33. List of attachments

33.1 Plan of premises (see item 1.2)

☐ Yes ☑ Not applicable

33.2 Head lease or Crown lease (see item 4.2)

☐ Yes ☑ Not applicable

33.3 Additional attachments

[list of any additional attachments]

Attach a separate sheet if you need more space.

34. List of attachments – retail shopping centre

34.1 Floor plan (see item 24.1)

☐ Yes ☑ Not applicable

34.2 Customer traffic flow statistics (see item 25.1)

☐ Yes ☑ Not applicable

34.3 Casual mall licensing policy (see item 26.1)

☐ Yes ☑ Not applicable

34.4 Additional attachments relating to the retail shopping centre

[list of any additional attachments]

Attach a separate sheet if you need more space.

Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

Part B: Lessee's Disclosure Statement

Advice to the lessor

1. The lessee acknowledges that the attached Part 1, Lessor's Disclosure Statement, was received from the lessor prior to entering into the lease.
2. The lessor has made available to the lessee a copy of the proposed retail shop lease and a copy of a retail tenancy guide as prescribed by or identified in the regulations.
3. The lessee has sought/not sought independent advice in respect of the commercial terms contained in the Lessor's Disclosure Statement and the obligations contained in the proposed retail shop lease.
4. The lessee believes that the lessee will be able to fulfil the obligations contained in the lease, including the payment of the proposed rent, outgoings and other amounts, based on the lessee's own business projections for the business.
5. In entering into the retail shop lease, the lessee has relied on the following statements or representations made by the lessor or the lessor's agents:

Note: Matters such as agreements or representations relating to exclusivity or limitations on competing uses, sales or customer traffic should be detailed.

6. Apart from the statements or representations set out above, no other promises, representations, warranties or undertakings (other than those contained in the lease) have been made by the lessor to the lessee in respect of the premises or the business to be carried out on the premises.

Attach a separate sheet if you need more space.

Signature

Signed by:
Emmalene Mahar
E2983C736FC2468...

Date

/ / 2 0

9/10/2026

About the process: The lessee should receive the lease and the Retail Lessee's Guide at the time of negotiation

The lessee receives the Lessor's Disclosure Statement at least 7 days before the lease begins.

↓

Within 7 days (or longer if agreed) the lessee completes their disclosure statement and returns it to the lessor.

↓

Where the Lessee's Disclosure Statement is provided to the lessor in the time frame – no penalty is enforced

↓

Where the lessee fails to provide the Lessee's Disclosure Statement within 7 days – a penalty can be enforced

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Additional information & advice for lessees

Information for the lessee to consider when entering into a retail shop lease

Before signing a lease:

- You should have detailed discussions with the lessor/agent and also seek advice from business associations, your solicitor and your accountant. Also consult your local Council about any regulations, permitted use or development applications affecting the shop.
- Information on these topics is included in the retail tenancy guide.
- Ensure that all agreements arrived at with the lessor are included in the lease. Documentation is critical to avoiding and managing disputes about the lease.

Rent—be clear about the following issues:

- What the starting rent is, and on what basis it is calculated.
- How the rent will increase during the lease.
- If you have agreed to pay turnover rent, be clear as to how you will give this information to the lessor.
- If there is an option as part of the lease, find the clauses of the lease that tell you how and when you must exercise the option and that explain how the rent will be set.

Lease establishment—check:

- That you have read the lease and asked for advice on what it means.
- That the description of the premises in the lease is accurate and covers any rights you will have to use common areas or car parking for you, your staff or visitors.
- Whether statements you have relied on in agreeing to the lease have been documented in the Lessee's Disclosure Statement, so as to avoid disagreements later.
- Whether you need to provide a security bond or personal guarantee to secure the lease, and how much this will be. If a cash security bond is agreed to, be sure it is lodged under the NSW Government's retail bond scheme.
- What expenses you will have to meet to fit-out the shop ready for trading, and whether you will have to meet any of the costs incurred by the lessor in preparing the shop for you to occupy it.

The premises—you will need to be sure that:

- The location and building suit the proposed use you will make of the leased premises and to check whether you will have to renovate to enable the shop to operate.
- The hours you can access the shop and open it to trade, as allowed by the lessor and the Council, will be sufficient to allow you to trade profitably.
- You have, or can readily obtain, all the permits and licences required to operate the type of business you have chosen, and that the Council's zoning for the premises does not restrict you from operating this type of business.
- You have a condition report or photos to document the state of the premises when taking possession, to prevent or address disputes at the end of the lease. Agreements about equipment should also be documented.

Outgoings and expenses—you need to understand:

- The extra expenses you will have to meet as outgoings, and how they may change over the term of the lease. These are set out in the Lessor's Disclosure Statement.
- The information that the lessor will provide and your rights to receive estimates to allow you to plan for these expenses.
- The insurance costs you will have to meet, including any contribution to the lessor's insurance.

Docusign Envelope ID: 80BEA74E-B25F-89B8-81FD-B42D8274BCC6

When you want to sell the business

If you want to sell your business, you need to be aware of the process set out in the Retail Leases Act 1994 for assigning the lease. The lessee becomes the assignor of the lease, and the potential new lessee becomes the assignee.

In brief, these are the steps:

7. Get an updated copy of the lessor's disclosure statement. If an updated disclosure statement has not been issued during the term of your lease, request one in writing from the lessor. If it is not provided within 14 days, provide the latest version of the disclosure statement you have to the assignee (or if none exists, this requirement does not apply to you).

8. Give a copy of the assignor's disclosure statement to the assignee (and to the lessor at least 7 clear days before the assignment if you want to be protected from on-going liability under the lease).

9. Gather, from the assignee, the following information to provide to the lessor:

(a). The assignee's name and contact details.

(b). Documentation to indicate the assignee's financial standing.

(c). Business experience of the assignee.

(d). Written records of statements made by the assignor or lessor which influenced the assignee in deciding to enter the assignment.

10. Provide information in point 3 to the lessor in writing, by:

(a). delivering it personally, or

(b). leaving it at or posting it to the last known residential or business address of the lessor, or

(c). or in any other manner referred to in section 81A of the Act.

11. The lessor must respond to the request for assignment of the lease within 28 days from the time all the required information is received, or the assignment is deemed to have taken place.

12. The reasons the lessor can refuse a request for assignment of a lease are:

(a). If the use of the premises is to change.

(b). If the assignee (new lessee) has inadequate retail skills compared to the assignor (current lessee).

(c). If the assignee has inferior financial resources to the proposed assignor.

(d). If the lessee has not complied with the procedure for obtaining consent to the assignment, as set out in section 41 of the Act.

(e). It the shop is in airside premises at Sydney (Kingsford-Smith) Airport and the lessor exercises the right to withhold consent to the assignment under section 80E of the Act.

General

- Check with your accountant the most tax effective way to structure the payment of rent, fit-out costs and GST.
- Make sure that all negotiated agreements are written into the lease.
- Inspect the property and take notes and photographs prior to moving in.
- Section 11A of the Retail Leases Act 1994 requires a lessee's disclosure statement to be provided to the lessor within 7 days (or any agreed further period) of the lessee receiving the lessor's disclosure statement. The lessee may be liable to a penalty for an offence under that Act if the lessee's disclosure statement is not provided.