

Contract for the sale and purchase of land 2022 edition

TERM	MEANING OF TERM	NSW DAN:
vendor's agent	Singer Residential 2/78 Railway Crescent, Jannali NSW 2226 Email: joshua@singerresidential.com.au	Phone: 04 5705 6811 Ref: Joshua Singer
co-agent		
vendor	Jennifer Leigh Mokdessi 16 Seventh Avenue, Jannali NSW 2226 Lisa Rose Mokdessi 408/34 Railway Crescent, Jannali NSW 2226 Kathryn Leigh Sioutos 5/49 Duet Drive, Mermaid Waters QLD 4218 Christopher Chehadie Mokdessi 10 Third Avenue, Jannali NSW 2226	
vendor's solicitor	Harriss Jones Lawyers 572 Box Road, Jannali NSW 2226 PO BOX 207, Jannali NSW 2226 Email: conveyancing@hjlaw.com.au	Phone: 02 9575 7541 Fax: 02 9475 5120 Ref: MJ:SM:24012
date for completion	42nd day after the contract date (clause 15)	
land (address, plan details and title reference)	Northgate Centre, 210 Princes Highway, Fairy Meadow NSW 2519 Lot 6 in Deposited Plan 270162 Folio Identifier 6/270162	
improvements	☐ VACANT POSSESSION ☒ subject to existing tenancies ☐ 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 ☐ clothes line ☐ fixed floor coverings ☐ range hood ☐ blinds ☐ curtains ☐ insect screens ☐ solar panels ☐ built-in wardrobes ☐ dishwasher ☐ light fittings ☐ stove ☐ ceiling fans ☐ EV charger ☐ pool equipment ☐ TV antenna ☐ 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."

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: Signature of authorised person Signature of authorised person Name of authorised person Name of authorised person Office held Office held		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 Name of authorised person Name of authorised person Office held Office held	

Choices

Vendor agrees to accept a **deposit-bond**

☒ NO ☐ yes

Nominated Electronic Lodgement Network (ELN) (clause 4):

PEXA

Manual transaction (clause 30)

☒ NO ☐ yes

(if yes, vendor must provide further details, including any applicable exception, 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):

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 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 diagram) ☒ 9 sewer lines location diagram (sewerage 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 <i>planning agreement</i> ☐ 12 section 88G certificate (positive covenant) ☐ 13 survey report ☐ 14 building information certificate or building certificate given under <i>legislation</i> ☐ 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 <i>clearance certificate</i> ☒ 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 or statement ☐ 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 or management contract or statement ☐ 55 document disclosing a change in boundaries ☐ 56 information certificate under Strata Schemes Management Act 2015 ☐ 57 information certificate under Community Land Management Act 2021 ☐ 58 disclosure statement - off-the-plan contract ☐ 59 other document relevant to off-the-plan contract Other ☐ 60
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HOLDER OF STRATA OR COMMUNITY SCHEME RECORDS – Name, address, email address and telephone number

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.

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 to purchase the property, 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 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.

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:

APA Group Australian Taxation Office Council County Council Department of Planning and Environment Department of Primary Industries Electricity and gas Land and Housing Corporation Local Land Services	NSW Department of Education NSW Fair Trading Owner of adjoining land Privacy Public Works Advisory Subsidence Advisory NSW Telecommunications Transport for NSW Water, sewerage or drainage authority
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 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. Some purchasers may be eligible to choose to pay first home buyer choice property tax instead of transfer duty. If a payment is not made on time, interest and penalties may be incurred.
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. Where the market value of the property is at or above a legislated amount, 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 ATO.

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 –

<i>adjustment date</i>	the earlier of the giving of possession to the purchaser or completion;
<i>adjustment figures</i>	details of the adjustments to be made to the price under clause 14;
<i>authorised Subscriber</i>	a <i>Subscriber</i> (not being a <i>party's solicitor</i>) named in a notice served by a <i>party</i> as being authorised for the purposes of clause 20.6.8;
<i>bank</i>	the Reserve Bank of Australia or an authorised deposit-taking institution which is a bank, a building society or a credit union;
<i>business day</i>	any day except a bank or public holiday throughout NSW or a Saturday or Sunday;
<i>cheque</i>	a cheque that is not postdated or stale;
<i>clearance certificate</i>	a certificate within the meaning of s14-220 of Schedule 1 to the <i>TA Act</i> , that covers one or more days falling within the period from and including the contract date to completion;
<i>completion time</i>	the time of day at which completion is to occur;
<i>conveyancing rules</i>	the rules made under s12E of the Real Property Act 1900;
<i>deposit-bond</i>	a deposit bond or guarantee with each of the following approved by the vendor – • the issuer; • the expiry date (if any); and • the amount;
<i>depositholder</i>	vendor's agent (or if no vendor's agent is named in this contract, the vendor's <i>solicitor</i> , or if no vendor's <i>solicitor</i> is named in this contract, the buyer's agent);
<i>discharging mortgagee</i>	any discharging mortgagee, chargee, covenant chargee or caveator whose provision of a <i>Digitally Signed</i> discharge of mortgage, discharge of charge or withdrawal of caveat is required in order for unencumbered title to the <i>property</i> to be transferred to the purchaser;
<i>document of title</i>	document relevant to the title or the passing of title;
<i>ECNL</i>	the Electronic Conveyancing National Law (NSW);
<i>electronic document</i>	a dealing as defined in the Real Property Act 1900 which may be created and <i>Digitally Signed</i> in an <i>Electronic Workspace</i> ;
<i>electronic transaction</i>	a <i>Conveyancing Transaction</i> to be conducted for the <i>parties</i> by their legal representatives as <i>Subscribers</i> using an <i>ELN</i> and in accordance with the <i>ECNL</i> and the <i>participation rules</i> ;
<i>electronic transfer</i>	a transfer of land under the Real Property Act 1900 for the <i>property</i> to be prepared and <i>Digitally Signed</i> in the <i>Electronic Workspace</i> established for the purposes of the <i>parties' Conveyancing Transaction</i> ;
<i>FRCGW percentage</i>	the percentage mentioned in s14-200(3)(a) of Schedule 1 to the <i>TA Act</i> (12.5% as at 1 July 2017);
<i>FRCGW remittance</i>	a remittance which the purchaser must make under s14-200 of Schedule 1 to the <i>TA Act</i> , being the lesser of the <i>FRCGW percentage</i> of the price (inclusive of GST, if any) and the amount specified in a <i>variation served by a party</i> ;
<i>GST Act</i>	A New Tax System (Goods and Services Tax) Act 1999;
<i>GST rate</i>	the rate mentioned in s4 of A New Tax System (Goods and Services Tax Imposition - General) Act 1999 (10% as at 1 July 2000);
<i>GSTRW payment</i>	a payment which the purchaser must make under s14-250 of Schedule 1 to the <i>TA Act</i> (the price multiplied by the <i>GSTRW rate</i>);
<i>GSTRW rate</i>	the rate determined under ss14-250(6), (8) or (9) of Schedule 1 to the <i>TA Act</i> (as at 1 July 2018, usually 7% of the price if the margin scheme applies, 1/11 th if not);
<i>incoming mortgagee</i>	any mortgagee who is to provide finance to the purchaser on the security of the <i>property</i> and to enable the purchaser to pay the whole or part of the price;
<i>legislation</i>	an Act or a by-law, ordinance, regulation or rule made under an Act;
<i>manual transaction</i>	a <i>Conveyancing Transaction</i> in which a dealing forming part of the <i>Lodgment Case</i> at or following completion cannot be <i>Digitally Signed</i> ;
<i>normally</i>	subject to any other provision of this contract;
<i>participation rules</i>	the participation rules as determined by the <i>ECNL</i> ;
<i>party</i>	each of the vendor and the purchaser;
<i>property</i>	the land, the improvements, all fixtures and the inclusions, but not the exclusions;
<i>planning agreement</i>	a valid voluntary agreement within the meaning of s7.4 of the Environmental Planning and Assessment Act 1979 entered into in relation to the <i>property</i> ;
<i>populate</i>	to complete data fields in the <i>Electronic Workspace</i> ;

<i>requisition</i>	an objection, question or requisition (but the term does not include a claim);
<i>rescind</i>	rescind this contract from the beginning;
<i>serve</i>	serve in writing on the other <i>party</i> ;
<i>settlement cheque</i>	an unendorsed <i>cheque</i> made payable to the person to be paid and – • issued by a <i>bank</i> and drawn on itself; or • if authorised in writing by the vendor or the vendor's <i>solicitor</i>, some other <i>cheque</i>;
<i>solicitor</i>	in relation to a <i>party</i> , the <i>party's</i> solicitor or licensed conveyancer named in this contract or in a notice served by the <i>party</i> ;
<i>TA Act</i>	Taxation Administration Act 1953;
<i>terminate</i>	terminate this contract for breach;
<i>title data</i>	the details of the title to the <i>property</i> made available to the <i>Electronic Workspace</i> by the <i>Land Registry</i> ;
<i>variation</i>	a variation made under s14-235 of Schedule 1 to the <i>TA Act</i> ;
<i>within</i>	in relation to a period, at any time before or during the period; and
<i>work order</i>	a valid direction, notice or order that requires work to be done or money to be spent on or in relation to the <i>property</i> or any adjoining footpath or road (but the term does not include a notice under s22E of the Swimming Pools Act 1992 or clause 22 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 Signed*, *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.

- 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.

- 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*.

- 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 everything reasonable 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.

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) –
- 13.3.1 the *party* must adjust or pay on completion any GST added to or included in the expense; but
 - 13.3.2 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
 - 13.3.3 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.

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).

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.

- 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 in writing 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 or management contract or 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 s171 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.

- 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.

- 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 earned 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 everything reasonable 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.

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 everything reasonable 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.
 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.

- 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.

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.

NORTHGATE CENTRE 210 PRINCES HWY, FRIDAY
MEADOW 2519

ADDITIONAL PROVISIONS

These are the additional provisions to the contract for the sale of land

BETWEEN Jennifer Leigh Mokdessi, Lisa Rose Mokdessi, Kathryn Leigh Sioutos and Christopher Chehadie Mokdessi of 16 Seventh Avenue, Jannali NSW 2226, 408/34 Railway Crescent, Jannali NSW 2226, 5/49 Duet Drive, Mermaid Waters QLD 4218 and 10 Third Avenue, Jannali NSW 2226 (**Vendor**)

AND

(**Purchaser**)

1.1 Discrepancy

In the event of any discrepancy between these additional provisions and the printed form of contract, these additional provisions prevail.

1.2 Amendments to the 2022 Contract for the Sale of Land

The Vendor and the Purchaser agree that the provisions of the printed form of contract are amended as follows:

- (a) In Clause 1 the definition of “work order” is amended by inserting the words “in writing issued by a competent authority” after the word “order”;
- (b) Delete all the words in clause 4.1.2 and replace them with “a *party* serves a notice at least 14 days prior to the completion date stating why the transaction is a *manual transaction*, in which case the vendor does not have to complete earlier than 14 days after the *service* of the notice.”;
- (c) In clause 4.2, after the words “*manual transaction*” add the words “and completion takes place on the due date – “;
- (d) In clause 4.5, after the words “contract date” add the words “or *within 7* days of the cooling off date, whichever is the later – “;
- (e) In clause 4.7.2 after the words “*electronic transfer*” add the words “and ensure that the *electronic transfer* is prepared and able to be signed by the vendor at least 14 days prior to the date for completion”;
- (f) Delete clause 5.1;
- (g) In clause 5.2.3, replace the words “a reasonable time” with the words “21 days after the date of this contract”;
- (h) Delete clause 6.2;
- (i) Amend clause 7.1.1 by deleting the words “5% of the price” and replacing them with “\$1”;
- (j) Delete clause 7.2;
- (k) At the end of clause 10.1.1, insert the words “or any failure to comply with the provisions of the Swimming Pools Act 1992 or any regulations of that Act.”;

- (l) In clauses 10.1.8 and 10.1.9, replace the word “substance” with “existence”, and replace the word “disclosed” with the word “noted”. At the end of clause 10.1, insert the words “For the purposes of this contract, including clauses 10.1.8 and 10.1.9, the existence of any easement or restriction is sufficiently noted by the annexing to the contract of copies of the documents creating, referring to, or otherwise giving rise to that easement or restriction.”;
- (m) Clause 13.2 is amended by deleting the word “normally” and deleting the word “not” and inserting at the end of the clause: “The purchaser must pay the GST amount at the GST Rate in full in the event that the sale is not considered the sale of a going concern.”
- (n) In clause 14.2.2, replace the words “1 *business day* before the date for completion” with the words “2 hours prior to the *completion time*”;
- (o) In clause 20.6.5, delete the words “email or”;
- (p) Add clause 20.6.9 “*served* if it is sent by email to the *party’s solicitor’s email address*, unless the sender receives a message from its internet service provider or the recipient’s mail server indicating that it has not been successfully transmitted, on the day of sending if prior to 5pm on a Business Day, otherwise on the next Business Day”. *Email address* means the email address of the party’s solicitor as stated on the front page of the contract or any other email address made known to the sender by the party’s solicitor or a publicly accessible email address for the party’s solicitor.”;
- (q) In clause 23.13, delete the words “at least 7 days”;
- (r) Delete the first sentence of clause 23.14;
- (s) Clause 25.1 is amended by deleting the word ‘limited’;
- (t) In clause 30.7, delete all words after “NSW”;
- (u) In clause 30.11, replace “\$10” with “\$5”; and
- (v) In clause 31.2, replace the words “5 *business days*” with the words “2 *business days*”.

2. **Notice to complete**

In the event of either party failing to complete this contract within the time specified herein, then the other shall be entitled at any time thereafter to serve a notice to complete, requiring the other to complete within 14 days from the date of service of the notice, and this time period is considered reasonable by both parties. For the purpose of this contract, such notice to complete shall be deemed both at law and in equity sufficient to make time of the essence of this contract.

Where the Purchaser is not ready, willing and able to proceed to completion on the due date and the Vendor has to issue a Notice to Complete, the Purchaser must pay to the Vendor an amount of \$300 plus 10% GST, being the amount payable by the Vendor to the Vendor’s solicitor for attendances on the issue of the Notice to Complete, on or before its completion and payment of the said sum is an essential term of the Contract and the Vendor may terminate the Contract and forfeit the deposit if the Purchaser fails or refuses to make such payment within 14 days of the issue of the Notice to Complete.

3. Death or incapacity

Notwithstanding any rule of law or equity to the contrary, should either party, or if more than one any one of them, prior to completion die or become mentally ill, as defined in the Mental Health Act, or become bankrupt, or if a company go into liquidation, then either party may rescind this contract by notice in writing forwarded to the other party and thereupon this contract shall be at an end and the provisions of clause 19 hereof shall apply.

4. Purchaser acknowledgements

The purchaser acknowledges that they are purchasing the property:

- (a) In its present condition and state of repair;
- (b) Subject to all defects latent and patent;
- (c) Subject to any infestations and dilapidation;
- (d) Subject to all existing water, sewerage, drainage and plumbing services and connections in respect of the property; and
- (e) Subject to any non-compliance, that is disclosed herein, with the Local Government Act or any Ordinance under that Act in respect of any building on the land.

The purchaser agrees not to seek, terminate rescind or make any objection requisition or claim for compensation arising out of any of the matters covered by this clause.

5. Late completion & failed settlements

In the event that completion is not effected on the nominated day due to the purchaser's default, the purchaser shall pay to the vendor on completion, in addition to the balance of the purchase price, 10% interest per annum calculated daily on the balance of the purchase price from the date nominated for completion until and including the actual day of completion, provided always that there shall be an abatement of interest during any time that the purchaser is ready, willing and able to complete and the vendor is not.

The Purchaser acknowledges and agrees that if the parties attend settlement at the time and place agreed upon and the settlement does not complete due to the non-performance of the Purchaser or its associated parties in proceedings then the Purchaser will reimburse the Vendor, for all out of pocket expenses incurred by them due to the failed attempt at settlement.

6. Agent

The purchaser warrants that they were not introduced to the vendor or the property by or through the medium of any real estate agent or any employee of any real estate agent or any person having any connection with a real estate agent who may be entitled to claim commission as a result of this sale other than the vendors agent, if any, referred to in this contract, and the purchaser agrees that they will at all times indemnify and keep indemnified the vendor from and against any claim whatsoever for commission, which may be made by any real estate agent or other person arising

out of or in connection with the purchasers breach of this warranty, and it is hereby agreed and declared that this clause shall not merge in the transfer upon completion, or be extinguished by completion of this contract, and shall continue in full force, and effect, notwithstanding completion.

7. Smoke alarms

The property has smoke alarms installed.

8. Swimming pool

The property does not have a swimming pool.

9. Deposit bond

- (a) The word bond means the deposit bond issued to the vendor at the request of the purchaser by the bond provider.
- (b) Subject to the following clauses the delivery of the bond on exchange to the person nominated in this contract to hold the deposit or the vendor's solicitor will be deemed to be payment of the deposit in accordance with this contract.
- (c) The purchaser must pay the amount stipulated in the bond to the vendor in cleared electronic funds transfer on completion or at such other time as may be provided for the deposit to be accounted to the vendor.
- (d) If the vendor serves on the purchaser a written notice claiming to forfeit the deposit then to the extent that the amount has not already been paid by the bond provider under the bond, the purchaser must immediately pay the deposit or so much of the deposit as has not been paid to the person nominated in this contract to hold the deposit.

10. Agency Fee

In the event that the Vendor agrees to settle in a location other than the *Electronic Workspace*, then the Purchaser agrees to pay the Vendor's agency fee.

11. Conditions of sale by auction

If the property is or is intended to be sold at auction:

Bidders record means the bidders record to be kept pursuant to clause 18 of the Property, Stock and Business Agents Regulation 2003 and section 68 of the Property, Stock and Business Agents Act 2002:

- A.** The following conditions are prescribed as applicable to and in respect of the sale by auction of land or livestock:
- (a) The principal's reserve price must be given in writing to the auctioneer before the auction commences;
 - (b) A bid for the vendor cannot be made unless the auctioneer has, before the commencement of the auction, announced clearly and precisely the number of bids that may be made by or on behalf of the vendor;
 - (c) The highest bidder is the purchaser, subject to any reserve price;

- (d) In the event of a disputed bid, the auctioneer is the sole arbitrator and the auctioneer's decision is final;
- (e) The auctioneer may refuse to accept any bid that, in the auctioneer's opinion, is not in the best interests of the vendor;
- (f) A bidder is taken to be a principal unless, before bidding, the bidder has given to the auctioneer a copy of a written authority to bid for or on behalf of another person;
- (g) A bid cannot be made or accepted after the fall of the hammer; and
- (h) As soon as practicable after the fall of the hammer the purchaser is to sign the agreement (if any) for sale.

B. The following conditions, in addition to those prescribed by subclause 1, are prescribed as applicable to and in respect of the sale by auction of residential property or rural land:

- (a) All bidders must be registered in the bidders record and display an identifying number when making a bid;
- (b) Subject to subclause B(a), the auctioneer may make only one vendor bid at an auction for the sale of residential property or rural land and no other vendor bid may be made by the auctioneer or any other person; and
- (c) Immediately before making a vendor bid the auctioneer must announce that the bid is made on behalf of the vendor or announces 'vendor bid'.

12. Electronic Settlement

- (a) The parties agree to settle this sale electronically in accordance and compliance with the Electronic Conveyancing National Law.
- (b) The provisions of this contract continue to apply as modified by the electronic settlement procedures unless for any reason a party notifies the other in writing in accordance with the contract that settlement can no longer be conducted as an *electronic transaction* at which time the matter will proceed as a *manual transaction*. In this event and in accordance with the contract, any disbursements incurred which are to be shared equally by the parties shall be adjusted at settlement but each party shall pay their own costs.
- (c) Settlement takes place when the financial settlement takes place.
- (d) Anything that cannot be delivered electronically must be given to the relevant party immediately following settlement.
- (e) If time is of the essence of the transaction and settlement fails to proceed due to a system failure then neither party will be in default. If electronic settlement cannot be re-established the next working day the parties must settle in the usual non-electronic manner as soon as possible but no later than 3 working days after the initial electronic failure unless otherwise agreed.
- (f) Any notice served on the vendor in the electronic workspace must also be served in accordance with the condition of this contract relating to service of notices.

13. Requisitions

The Purchaser agrees that any general Requisitions on Title served on the Vendor will be in the form as attached hereto. The Requisitions on Title are not deemed to have been raised by the inclusion of this additional provision or the attaching of any Requisitions on Title to this contract.

14. Alterations to Contract

Each party hereby authorises his, her or their solicitor or conveyancer or any of their employees up until the date of this contract to make alterations to this contract including the addition of annexures after execution up until the date of this contract and any such alterations shall be binding upon the party deemed hereby to have authorised the same and any annexures so added shall form part of this contract as if the same were annexed prior to the contract being executed.

15. Release of Deposit

Notwithstanding any provision to the contrary herein, the purchaser acknowledges and agrees that the vendor may require the deposit paid herein in whole or in part in order that the vendor may purchase other real estate. The purchaser accordingly authorises release of deposit to the vendor in whole or part for such purpose. The vendor will ensure that such of the deposit released to them for the aforesaid purpose is invested or otherwise retained in a solicitor's or real estate agent's trust account pending completion of this contract. The vendor must provide to the purchaser a copy of the signed front page of the contract for the purchase of real estate for which such deposit is released. The vendor agrees that the amount to be released is limited to 10% of the purchase price for such purchase.

16. Health Emergency

This clause applies at all times while the Federal, NSW State or Local Government is managing a health emergency, such as a disease outbreak.

- (a) In the event that the vendor, or if more than one any one of them, or any household member of the vendor, is required to undertake self-isolation or quarantine, the vendor will notify the purchaser immediately and if completion does not take place by the completion date as provided for in clause 15 of this contract due to self-isolation or quarantine, then the completion date shall be extended by 21 days;
- (b) In the event that the vendor, or if more than one any one of them, or any household member of the vendor, is admitted to hospital as a consequence of a disease or illness which is subject to government health emergency orders, the vendor will notify the purchaser immediately and if completion does not take place by the completion date as provided for in clause 15 of this contract due to such hospitalisation, then, on and from the date of that person's medical discharge from hospital, the completion date shall be extended by 21 days; and

- (c) Should either the Federal or NSW State Governments issue a lockdown order which prevents the relocation to a new place of residence or premises, then the completion date shall become the later of:
- (i) The completion date shown on the front page of this contract; or
 - (ii) 21 days after such lockdown order being lifted by the Government providing this allows services to recommence that support the relocation and transport of persons from one place to another.

17. Sewer Service Diagram

The purchaser acknowledges that the sewerage service diagram included in the contract is the only diagram currently available and the purchaser shall not make any requisition, objection, claim for compensation, delay completion, rescind or terminate this contract in respect of or arising from the said sewerage service diagram.

18. Goods and services tax (GST) payable by the purchaser in addition to price

In the event that the sale is not considered the sale of a going concern, the vendor shall provide the purchaser with a tax invoice on settlement thereby enabling the purchaser to claim an input tax credit if applicable for the amount paid. In the event that the vendor serves a letter on the purchaser pursuant to clause 13.4.4 then the vendor will also serve a tax invoice at that time. This clause does not merge on completion.

19. Guarantee for corporate purchaser

In consideration of the vendor contracting with the corporate purchaser, the guarantor guarantees the performance by the purchaser of the purchaser's obligations under the contract and indemnifies the vendor against any loss suffered or costs incurred as a result of any default by the purchaser in its obligations under the contract. The guarantor is jointly and severally liable with the purchaser under the contract and the vendor can take action against the guarantor before, or at the same time as, taking action against the purchaser. This guarantee is binding on the guarantor, their executors, administrators, and assignees. If the vendor assigns any benefit under the contract then this guarantee is available to the assignee.

SIGNED by _____)
the guarantor in the presence of: _____)

Signature

Signature of witness

Print name of witness

SIGNED by)
the guarantor in the presence of:)

Signature

Signature of witness

Print name of witness



FOLIO: 6/270162

SEARCH DATE	TIME	EDITION NO	DATE
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13/2/2024	4:27 PM	11	13/2/2024

LAND

LOT 6 IN COMMUNITY PLAN DP270162
AT FAIRY MEADOW
LOCAL GOVERNMENT AREA WOLLONGONG
PARISH OF WOONONA COUNTY OF CAMDEN
TITLE DIAGRAM DP270162

FIRST SCHEDULE

JENNIFER LEIGH MOKDESSI
LISA ROSE MOKDESSI
KATHRYN LEIGH SIOUTOS
CHRISTOPHER CHEHADIE MOKDESSI
AS TENANTS IN COMMON IN EQUAL SHARES (T 6606953)

SECOND SCHEDULE (9 NOTIFICATIONS)

- 1 INTERESTS RECORDED ON REGISTER FOLIO 1/270162
- 2 ATTENTION IS DIRECTED TO THE MANAGEMENT STATEMENT OF THE
COMMUNITY SCHEME FILED WITH THE COMMUNITY PLAN
- 3 RESERVATIONS AND CONDITIONS IN THE CROWN GRANT(S)
- 4 DP270162 DRAINAGE EASEMENT 3.5 WIDE AND VARIABLE AFFECTING
THE PART(S) SHOWN SO BURDENED IN THE TITLE DIAGRAM
- 5 DP270162 DRAINAGE EASEMENT 3.5 WIDE AND VARIABLE APPURTENANT
TO THE LAND ABOVE DESCRIBED
- 6 DP270162 RIGHT OF CARRIAGEWAY 6 WIDE APPURTENANT TO THE LAND
ABOVE DESCRIBED
- 7 DP270162 RESTRICTION(S) ON THE USE OF LAND
- 8 AR170448 LEASE TO NUTRITION WAREHOUSE PTY LTD OF THE PART
SHOWN DESIGNATED (A) IN PLAN WITH AR170448. COMMENCES:
14/8/2021. EXPIRES: 13/8/2024. OPTION OF RENEWAL: 3
YEARS.
- 9 AT805839 LEASE TO SUBWAY REALTY PTY LTD OF THE PREMISES KNOWN
AS LOT 6 NORTHGATE CENTRE PRINCES HIGHWAY FAIRY MEADOW
SHOWN HATCHED IN THE PLAN MARKED "B" WITH AT805839.
EXPIRES: 30/11/2028. OPTION OF RENEWAL: 5 YEARS.

NOTATIONS

UNREGISTERED DEALINGS: NIL

*** END OF SEARCH ***

24012

PRINTED ON 13/2/2024

PLAN FORM 4

NAME OF DEVELOPMENT, IF ANY THE NORTH GATE CENTRE		ADDRESS FOR SERVICE OF NOTICE 33, HILLVIEW ROAD, CAESARLY BELROSE, N.3.W. 2085
LOCATION DIAGRAM ONLY		
REDUCTION RATIO 1:1000 ROAD WIDENING		
DP 569397 DP 136152 DP 18073 DP 18072 DP 18071 DP 18070 DP 18069 DP 18068 DP 18067 DP 18066 DP 18065 DP 18064 DP 18063 DP 18062 DP 18061 DP 18060 DP 18059 DP 18058 DP 18057 DP 18056 DP 18055 DP 18054 DP 18053 DP 18052 DP 18051 DP 18050 DP 18049 DP 18048 DP 18047 DP 18046 DP 18045 DP 18044 DP 18043 DP 18042 DP 18041 DP 18040 DP 18039 DP 18038 DP 18037 DP 18036 DP 18035 DP 18034 DP 18033 DP 18032 DP 18031 DP 18030 DP 18029 DP 18028 DP 18027 DP 18026 DP 18025 DP 18024 DP 18023 DP 18022 DP 18021 DP 18020 DP 18019 DP 18018 DP 18017 DP 18016 DP 18015 DP 18014 DP 18013 DP 18012 DP 18011 DP 18010 DP 18009 DP 18008 DP 18007 DP 18006 DP 18005 DP 18004 DP 18003 DP 18002 DP 18001		
COMMUNITY PLAN SHEET 1 OF 5 SHEETS For reference to additional sheets see schedule below		
Registered: 4.6.1998. This sheet is being continually updated to show the current status of the development. For details of each update and additional and replacement sheets added see schedule below. Council's Approval No. 6531 Date: 8.5.98 Surveyor's Signature: [Signature] Date: 8.5.98 SCHEDULE OF CHANGES TO THE SERVICE		
Lot No.	Depth	Sheet No.
9	SP72178	

DP 0270162

PLAN FORM 2

SIGNATURE AND SEALS ONLY



DIRECTOR.

ASAC.

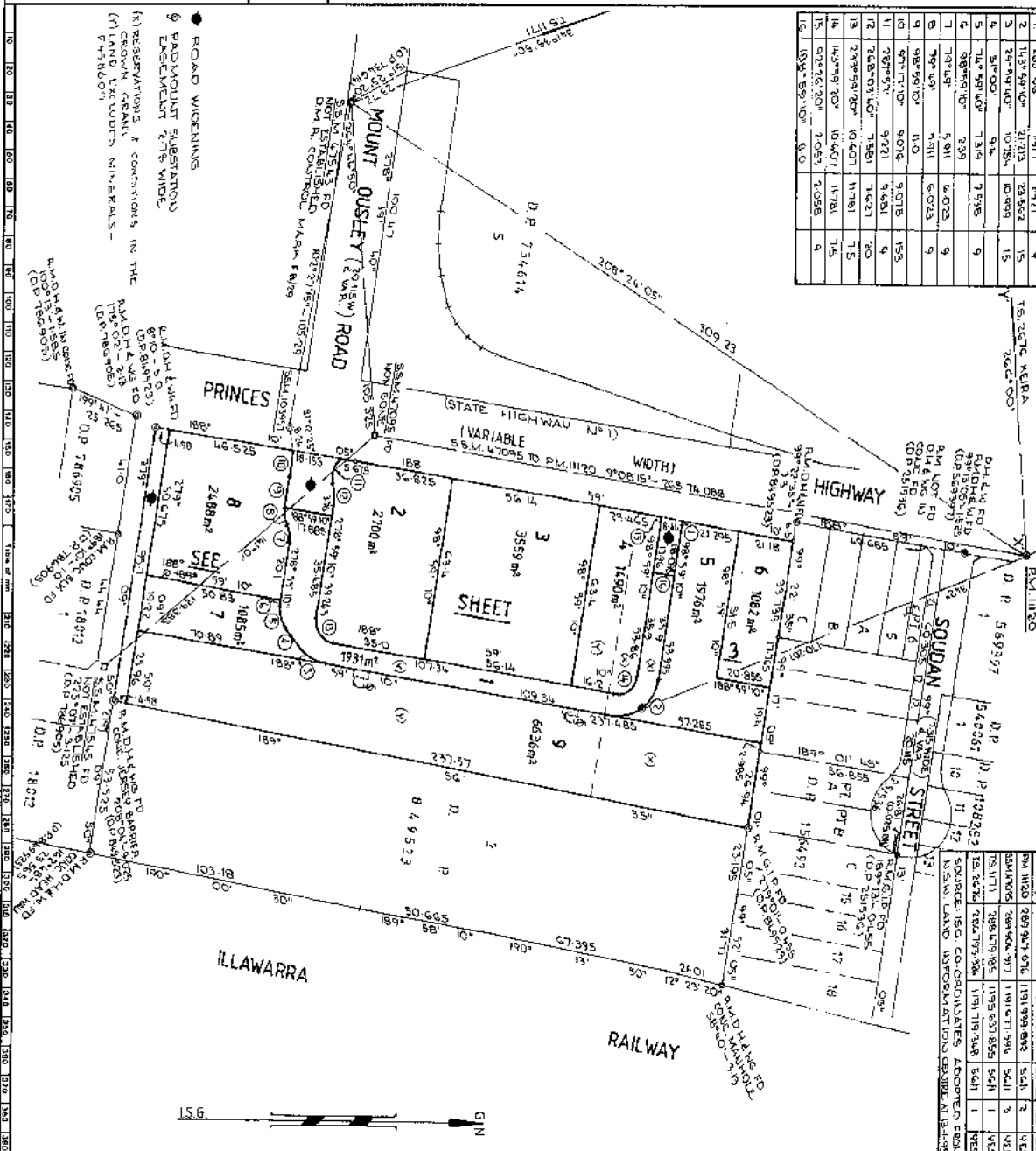
[illegible]

Crown Land Oil/Gas Approval

CONCISE & EASY TO USE

[illegible][illegible]

DETAIL PLAN



WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

SOURCES: PRACTICE REGISTRATION PRO CLAUSE 9822			
MARK	EASTING	NORTHING	ZONE, E.C. EST
PM 1120	789 947.00	151 919.892	54.1 3
BM 10705	788 964.977	150 871.596	54.1 3
155.1171	788 979.035	149 837.855	54.1 1
155.0470	788 973.304	149 719.548	54.1 1

SOURCE: 155.0470 COORDINATES ADJUSTED FROM
 155.0470 LAND INFORMATION CENTER 13-1-95.

OFFICE USE ONLY

DP 270162

Register of:  4.6.1998
C.A. N° 6551 OF 8.5.1998.

Title System	TORRENT
Purpose(s):	Subdivisi

Ref. Num:	W 82 B5 -
Last Page	DP 84952

PLAN OF SUBDIVISION OF LOT 1 IN
D.P. 84,9523

Lengths are in meters. Production Hills L. 1901

Suburb/Locality: FAIRY MEADOW

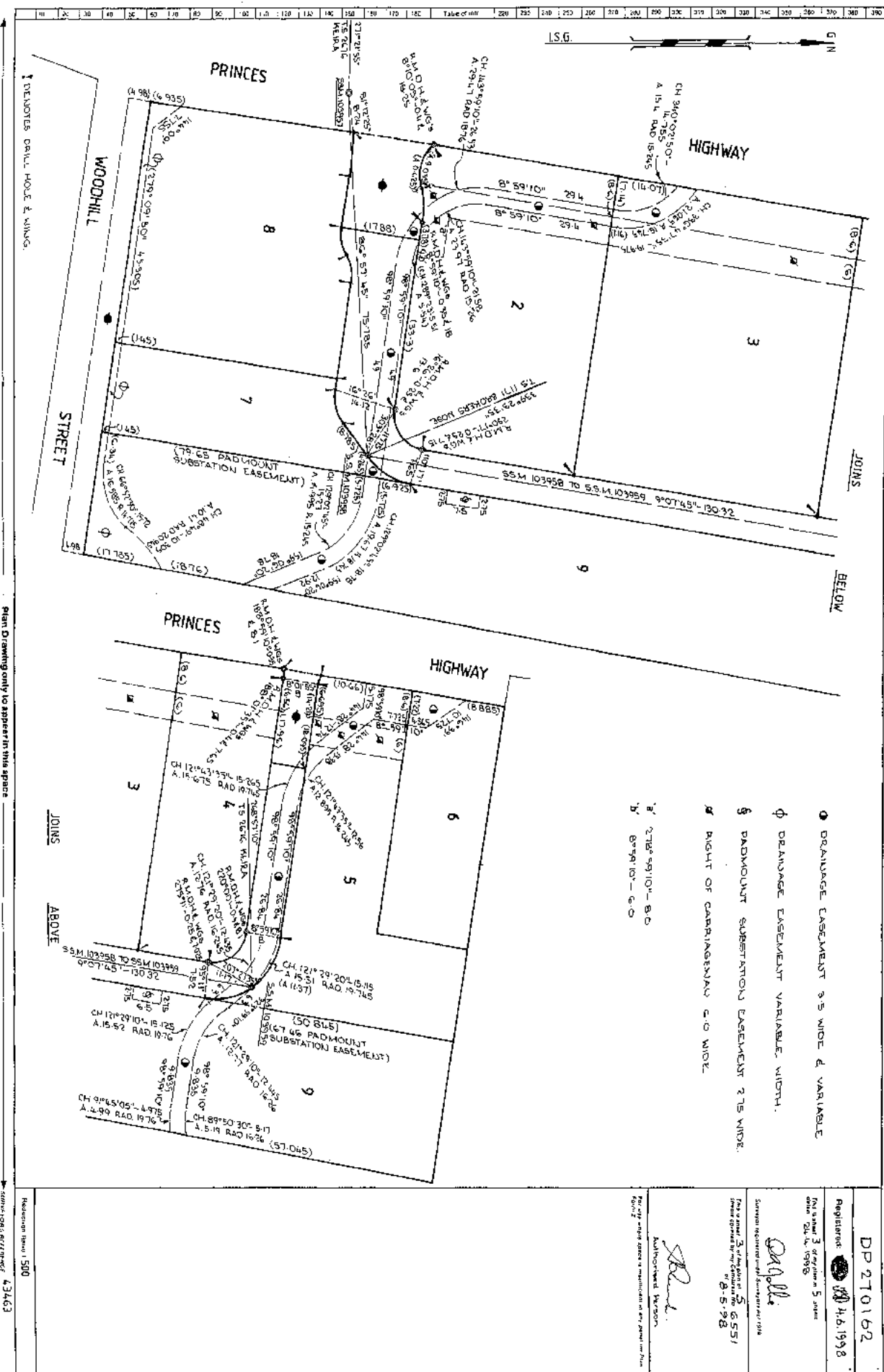
County: CAMDEN

Bunbury Certified Surgeon (Practical) Registered 1960

[illegible]

Plans used in preparation of survey/compilation:
 DP 84/95/23 DP 78/95/05 DP 19/02/72
 DP 73/46/14 DP 15/4/22 DP 15/6/44
 DP 56/43/67 DP 25/5/36 DP 56/93/97

[illegible]



PLAN FORM 3

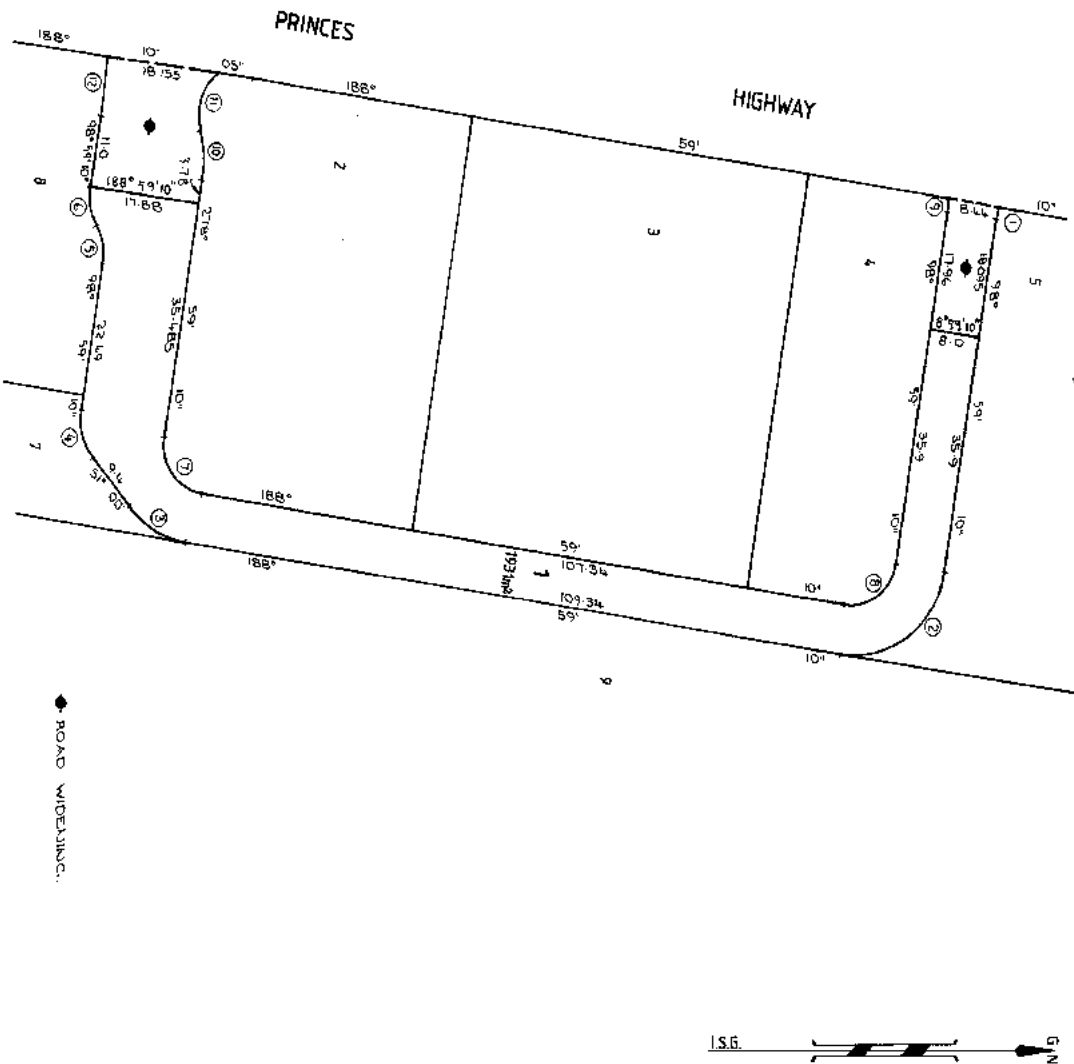
To be used in conjunction with Form 2

WARNING: CREATING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

COMMUNITY PROPERTY PLAN
 COMMUNITY PROPERTY LOT ONLY

Nº	BEARING	DISTANCE	NAC	CHAD
1	285°06'	1.917	1921	9
2	48°59'10"	21.213	20543	15
3	89°59'40"	10.754	10099	8
4	71°59'40"	7.319	1738	9
5	19°43'	4.911	4073	9
6	79°43'	5.911	4073	9
7	339°59'20"	10.407	11761	75
8	115°49'20"	10.407	11761	75
9	97°26'20"	2.063	2056	9
10	268°03'40"	1.581	7427	20
11	287°57'	9.221	4681	9
12	97°11'10"	9.076	9078	55



Plan Drawing only to appear in this space

Projection Ratio 1:500

Survey Reference 43463

COMMUNITY PLAN
 DP 270162
 Registered 4.6.1998
 This plan is in force as of 4.6.1998

Surveyor's signature: [Signature]
 Date: 4.6.1998
 Title: Surveyor

For use in conjunction with Form 2
 This plan is in force as of 4.6.1998

PLAN FORM 3

To be used in conjunction with Plan Form 2

WARNING: CREASING OR FOLDING WILL LEAD TO REJECTION

OFFICE USE ONLY

COMMUNITY PLAN
 DP 270162

Registered: 4.6.1998

Issued: 5.10.1998

Rev: 2.11.1998

Signature: [Signature]

Signature registered under Surveyors Act 1999

Full name: [Name] 5.5551

Member number: [Number] 8.5.98

Authorised Person

For any other special conditions to this plan see Plan Form 2

THIS SHEET SHOWS AN INITIAL SCHEDULE OF UNIT ENTITLEMENT FOR THE COMMUNITY SCHEME WHICH IS LIABLE TO BE ALTERED AS THE SCHEME IS DEVELOPED OR ON COMPLETION OF THE SCHEME. SUBSEQUENT CHANGES WILL BE RECORDED ON A SUBSEQUENT SHEET OF THE PLAN WHICH WILL BE NUMBERED SA.5B OR SC.5B AS THE CIRCUMSTANCES REQUIRE.

INITIAL SCHEDULE

LOT	UNIT	ENTITLEMENT	SUBDIVISION
1	COMMUNITY PROPERTY		
2		1300	
3		1600	
4		650	
5		900	
6		450	
7		380	
8		1250	
9		3800	
TOTAL		10000	SP72178

I, [Name], Director of Landmark International Pty Limited, being a valuer registered under the Valuers Registration Act 1975, certify that the unit entitlements shown on this sheet are based upon valuations made by me on

(SIGNATURE) [Signature]
 (DATE) 21/5/98

Plan Drawing only to appear in this space

Surveyors Reference: 43663

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USE INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT, 1919

(Sheet 1 of 7 Sheets)

PART 1

Plan **DP 270162**

Subdivision of Lot 1 in D.P.849523
Covered by Council Certificate No. 6551
of 8.5.1998

**Full name and address of
proprietor of the land**

Ousley Pty Limited
of 33 Hilversum Crescent
BELROSE 2085

**1. Identity of easement or
restriction firstly referred
to in abovementioned plan**

Drainage Easement 3.5 Wide & Variable

Schedule of lots, etc. affected

Lots burdened

1
2
3
5
6
7
9

Lots, name of road or Authority benefited

2, 3, 5, 6, Council of City of Wollongong
3, Council of the City of Wollongong
Council of the City of Wollongong
6, Council of the City of Wollongong
Council of the City of Wollongong
1, 2, 3, 5, 6, Council of the City of Wollongong
1, 2, 3, 5, 6, Council of the City of Wollongong

**2. Identity of easement or
restriction secondly referred
to in abovementioned plan**

Drainage Easement Variable Width

Schedule of lots, etc. affected

Lots burdened

7
8
9

Lots, name of road or Authority benefited

8, Council of the City of Wollongong
Council of the City of Wollongong
7, 8, Council of the City of Wollongong

REGISTERED



Handwritten signature 4.6.1998.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USE INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT, 1919

(Sheet 2 of 7 Sheets)

Plan DP 270162

Subdivision of Lot 1 in D.P.849523
Covered by Council Certificate No. 655/
of 8-5-98

3. **Identity of easement or
restriction thirdly referred
to in abovementioned plan**

Padmount Substation Easement 2.75 Wide

Schedule of lots, etc. affected

Lots burdened
9

Lots, name of road or Authority benefited
Integral Energy Australia

4. **Identity of easement or
restriction fourthly referred
to in abovementioned plan**

Right of Carriageway 6 Wide

Schedule of lots, etc. affected

Lots burdened
2
3
4
5

Lots, name of road or Authority benefited
3, 4
2, 4
2, 3
6

5. **Identity of easement or
restriction fifthly referred
to in abovementioned plan**

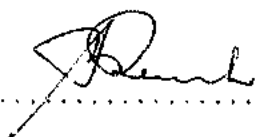
Restriction as to Use

Schedule of lots, etc. affected

Lots burdened
Each Lot

Lots, name of road or Authority benefited
Council of the City of Wollongong

Authorised Person
Wollongong City Council



REGISTERED  4.6.1998.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USE INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT, 1919

(Sheet 3 of 7 Sheets)

Plan DP 270162

Subdivision of Lot 1 in D.P.849523
Covered by Council Certificate No. 6551
of 8-5-98

6. **Identity of easement or**
restriction sixthly referred
to in abovementioned plan

Restriction as to Use

Schedule of lots, etc. affected

Lots burdened
Each Lot

Lots, name of road or Authority benefited
Every other Lot

PART 2

1. **Terms and Conditions of Drainage Easement 3.5 Wide and Variable firstly referred to**
and Drainage Easement Variable Width secondly referred to in the abovementioned
plan.

Full and free right for the proprietor of each lot benefited by this easement ["the Grantee"] and the authority benefited by this easement ["the Council"] and every person authorised by them, from time to time and at all times to drain water (whether rain, storm, spring, soakage or seepage water) in any quantities within, across and through the site of this easement ["the Site"], together with the right to use, for the purposes of this easement, any line of pipes or other drainage structure already laid within the Site, or any pipe or pipes or other structure in replacement or in substitution thereof and, where no such line of pipes or other structure exists, to lay, place and maintain a line of pipes of sufficient internal diameter or other structure of sufficient dimensions beneath the surface of the Site and together with the right for the Grantee and the Council and every person authorised by the Grantee and the Council with any tools, implements, or machinery, necessary for the purpose, to enter upon the Site and such other part or parts of each lot burdened by this easement as is necessary for the purpose and to remain there for any reasonable time for the purpose of laying, inspecting, cleansing, repairing, maintaining, renewing or modifying the Site or any part thereof or any line of pipes or other structure therein and, for any of the aforesaid purposes, to open the soil of the Site to such extent as may be necessary and to remove and carry away all or any of the

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Wollongong City Council



REGISTERED



4.6.1998.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USE INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT, 1919

(Sheet 4 of 7 Sheets)

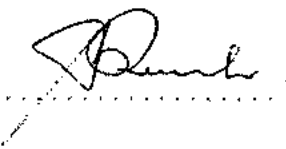
Plan **DP 270162**

Subdivision of Lot 1 in D.P.849523
Covered by Council Certificate No. *6551*
of 8-5-98

clay sand gravel stones earth and materials which shall be taken out of the Site and/or to use all or any part thereof in the making, laying out, construction and maintenance of a drain and/or to leave the same or any part or parts thereof upon the Site, and in relation to this easement, the Proprietor of the Site ("the Proprietor") hereby covenants with the Grantee and Council -

- a) That the Proprietor will not permit or suffer any act, deed, matter or thing whereby the said drain or any line of pipes or other structure therein will or shall be likely to become injured or damaged or whereby the Grantee and/or Council shall be prevented from or hampered in exercising the Grantee and/or Council's rights pursuant to this easement;
- b) That the Proprietor will not interfere with the free passage and conveyance of water through the said drain or line of pipes or other structure;
- c) That if the Proprietor shall do permit or suffer any act, deed, matter or thing whereby the said drain or line of pipes or other structure within the Site shall be injured or damaged or shall interfere with the free passage and conveyance of water through the Site the Proprietor shall forthwith at the expense of the Proprietor properly and substantially repair and make good all such injury or damage and shall restore the free passage and conveyance of water through the said drain or line of pipes or other structure and do all things necessary or expedient for the said purposes or any of them; and
- d) That the Proprietor will not without the prior consent and approval in writing of the Council first had and obtained or otherwise than in strict compliance with such conditions as the Grantee may impose -
 - i) Erect, construct or place upon the Site, or permit to be erected constructed or placed thereon, any building or other structure whatever or any pavement; or
 - ii) Make or permit to be made any alteration to the existing surface levels of the Site by any means whatsoever;

Authorised Person
Wollongong City Council



REGISTERED  *4.6.1998.*

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USE INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT, 1919

(Sheet 5 of 7 Sheets)

Plan DP 270162

Subdivision of Lot 1 in D.P.849523
Covered by Council Certificate No. 6551
of 8-5-98

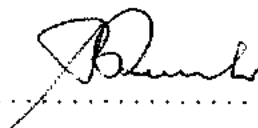
2) Terms and conditions of Padmount Substation Easement thirdly referred to in the
abovementioned plan

1. Full and free right and licence for the Authority Benefited to erect a padmounted substation on the land burdened by this easement for the purpose of transmission of electricity and incidental purposes together with the following rights:

- a) to enter, pass, and repass on the land burdened (with or without vehicles) at all reasonable times (and at any time in the event of an emergency) to gain access to the easement and to remain there for any reasonable time with or without workmen materials or machinery,
 - b) to cut, trim remove, and lop trees, branches, and other foliage which encroach on the easement or prevent reasonable access to the easement or the electricity equipment,
 - c) to remove any other obstructions of any kind which encroach on the easement or prevent reasonable access to the easement or the electricity equipments, and
 - d) to excavate the land burdened for the purposes of this easement.
2. In exercising its rights under this easement the Authority Benefited will take all reasonable precautions to ensure as little disturbance as possible to the surface of the land burdened and will restore that surface as nearly as practicable to its original condition.
3. The Owner of the land burdened covenants with the Authority Benefited that the Owner:
- a) will not erect or permit to be erected any structure on or under the land burdened,
 - b) will not alter the surface level of the land burdened or carry out any form of construction affecting its surface, undersurface or subsoil, and
 - c) will not do or permit anything to be done whereby access by the Authority Benefited is restricted

without the written permission of the Authority Benefited and in accordance with such conditions as the Authority Benefited may reasonably impose.

Authorised Person
Wollongong City Council



REGISTERED



4.6.1998.

INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USE INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT, 1919

(Sheet 6 of 7 Sheets)

Plan DP 270162

Subdivision of Lot 1 in D.P.849523

Covered by Council Certificate No. 6551
of 8-5-98

4. *Authority Benefited* means Integral Energy Australia and its successors, employees, agents, contractors, and persons authorised by it.

Owner means the registered proprietor of the land burdened (including those claiming under or through the Owner).

Padmount Substation means a padmounted electricity substation together with any underground or overhead electricity cables and any ancillary electrical equipment.

Erect includes construct, repair, replace, maintain, modify, use, and remove.

3) Terms and conditions Restriction as to Use fifthly referred to in the abovementioned plan

No building or other structure shall be erected or permitted to remain on the land hereby burdened unless the footings and foundations have been erected in accordance with plans and specifications which have been:

- a) prepared by a suitably qualified structural and/or civil engineer; and
- b) approved by the Council of the City of Wollongong.

4) Terms and conditions of Restrictions as to Use sixthly referred to in the abovementioned plan

That for the benefit of any adjoining land of OUSLEY PTY LIMITED but only during the ownership thereof by OUSLEY PTY LIMITED its assigns other than purchasers on sale, no fence shall be erected on the land hereby burdened to divide it from such adjoining land without the consent of OUSLEY PTY LIMITED or its assigns as aforesaid but such consent shall not be withheld if any such fence is erected without expense to OUSLEY PTY LIMITED its assigns as aforesaid and in favour of any person dealing with OUSLEY PTY LIMITED such consent shall be deemed to have been given in respect of every fence for the time being erected.

Authorised Person
Wollongong City Council



INSTRUMENT SETTING OUT TERMS OF EASEMENTS AND RESTRICTIONS
AS TO USE INTENDED TO BE CREATED PURSUANT TO
SECTION 88B OF THE CONVEYANCING ACT, 1919

(Sheet 7 of 7 Sheets)

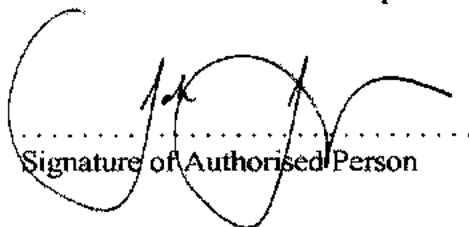
Plan DP 270162

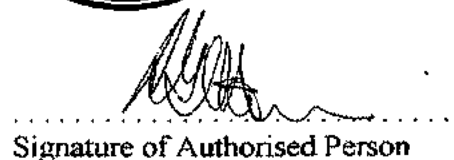
Subdivision of Lot 1 in D.P.849523

Covered by Council Certificate No. 6551
of 8-5-98

THE COMMON SEAL of OUSLEY
PTY LIMITED (CAN 073 191 992) is
hereunto affixed in accordance with its
articles of association in the presence of




.....
Signature of Authorised Person


.....
Signature of Authorised Person

.....
DIRECTOR.
.....
Office Held

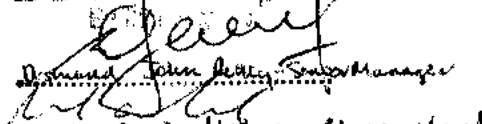
.....
DIRECTOR.
.....
Office Held

.....
JOHN SIMPSON.
.....
Name of Authorised Person (block letters)

.....
ROY F. O. BAILEY.
.....
Name of Authorised Person (block letters)

Authorised Person
Wollongong City Council

Wollongong Smoking Corporation
ABN 67 761 61 174
110 Macquarie Street Wollongong
No. 3261272
CORPORATE SEAL
Section 88B Instrument
Dated 13th May 1998
Wollongong Smoking Corporation


David John Bailey - General Manager
Christine Marie Holman - Manager Legal
Power of Attorney No. 110
S.I. 110
Registered 390 2019 4047
Sunder/Barristers
Leahurst Barristers
150 Phillip Street Sydney
Wollongong Smoking Corporation

REGISTERED  4.6.1998.

DP 270162

**Northgate Centre
Wollongong**

**Community Management
Statement**

Warning

This document is copyright. Copying it or part of it is illegal and may expose you to criminal and civil proceedings unless the copy you make is for bona fide dealings or activities concerning the land to which the document relates.

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Mallesons Stephen Jaques
Solicitors

Governor Phillip Tower
1 Farrer Place
Sydney NSW 2000
Telephone (61 2) 9296 2000
Fax (61 2) 9296 3999
DX 113 Sydney
Ref: MALLEN:CLAWS

**TERMS OF INSTRUMENT NOT CHECKED
IN LAND TITLES OFFICE**

REGISTERED



KD 4.6.1998.

DP 270162

Sheet 2 of ²⁹~~28~~ sheets

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Introduction	4
1 What is a community management statement?	4
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4 About the Northgate Centre	6
5 Maintaining your corporate identity	6
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21 How to convene a Committee meeting	14
22 You may attend Committee meetings	15
23 Notices and minutes for Committee meetings	15



DP 270162

Sheet 3 of ²⁹~~28~~ sheets

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26 Insuring new risks	16
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TERMS OF INSUREMENT NOT CHECKED
 IN LATE 1998 OFFICE

Introduction

1 What is a community management statement?

- 1.1 A community management statement is a set of by-laws and plans that regulate the management and operation of a community scheme.
- 1.2 A community management statement tells the community association, owners and occupiers what they must do and must not do. It is an essential document for everyone who owns, lives in or occupies a lot in the community scheme.

2 Do I have to comply with this management statement?

- 2.1 You must comply with this management statement if you:
 - (a) own a lot in the Northgate Centre;
 - (b) lease or occupy a lot in the Northgate Centre; or
 - (c) are a mortgagee in possession of a lot in the Northgate Centre.
- 2.2 The Community Association and Subsidiary Bodies must also comply with this management statement.

3 How does the management statement work?

- 3.1 There are 5 parts in the management statement:

Part 1 Architectural and landscape standards

By-laws about the essence of the Northgate Centre and how the Community Association will control and preserve architectural standards are in part 1. The Community Association may change or cancel these by-laws only by unanimous resolution.

Part 2 Your rights and obligations

By-laws about your obligations as an owner or occupier in the Northgate Centre are in part 2. The Community Association may change or cancel by-laws in this part only by special resolution.

Part 3 The Community Association's rights and obligations

By-laws about the Community Association and insurance, committee meetings and contracts are in part 3. The Community Association may change by-laws in this part only by special resolution.

DP 270162

Sheet 5 of ²⁹~~28~~ sheets

Part 4 The Northgate Centre and Community Property

By-laws about Community Property and using community facilities are in part 4. This part also includes by-laws about internal fencing, services and accessways. The Community Association may change or cancel these by-laws only by special resolution.

By-laws restricting the use of Community Property to certain people are in part 4. The Community Association may change or cancel these types of by-laws only by special resolution and with the written consent of each person who has the restricted use rights.

The Community Association cannot change or cancel by-laws restricting use of Community Property during the initial period.

Part 5 Dictionary

Part 5 explains what words written Like This and some other expressions mean.

- 3.2 Public authorities (eg Wollongong City Council) have required the Community Association to include some by-laws in the management statement. These are public authority by-laws. The Community Association must have the public authority's consent to change public authority by-laws and may change them only by special resolution.
- 3.3 You are entitled to a copy of this management statement (at your cost). Contact the secretary of the Community Association to arrange to inspect the management statement or to get a copy.

**TERMS OF INSTRUMENT NOT CHECKED
IN LAND TITLE OFFICE**

REGISTERED  *KL* 4.6.1998.

Part 1

Architectural and landscape standards

4 About the Northgate Centre

- 4.1 The Northgate Centre is a community scheme of predominantly commercial fast-food dine-in and take-away restaurants and convenience shopping, with a residential apartment component.
- 4.2 Commercial and other activities you carry out in the Northgate Centre must:
 - (a) be consistent with by-law 4.1; and
 - (b) keep the good name of the Northgate Centre.
- 4.3 The owners and occupiers of commercial lots acknowledge that the Subsidiary Bodies of residential strata schemes are entitled to control, manage and operate their schemes subject to their by-laws and this management statement.
- 4.4 The owners and occupiers of residential lots:
 - (a) acknowledge that the Northgate Centre is predominantly a commercial centre according to by-law 4.1;
 - (b) must not interfere with or object to the businesses conducted by the owners or occupiers of commercial lots; and
 - (c) must not use their lots to carry out a commercial business or activity.

5 Maintaining your corporate identity

If you own or occupy a commercial lot, you are entitled to maintain and vary your corporate identity and image including:

- (a) signs;
- (b) logos;
- (c) staff uniforms; and
- (d) general store presentation.

6 Maintenance standards for commercial lots

- 6.1 Owners and occupiers of commercial lots must:

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- (a) maintain their lots to a high standard consistent with the standard generally associated with, and maintained by, high profile businesses such as McDonald's Family Restaurants; and
 - (b) keep their lots clean, tidy and in good repair and condition at all times.
- 6.2 This by-law applies to all aspects of commercial lots including, but not limited to:
- (a) buildings and other structures erected on a commercial lot;
 - (b) carparking areas in commercial lots;
 - (c) landscaping in commercial lots; and
 - (d) signs.

7 Maintenance standards for residential lots

Owners and occupiers of residential lots must:

- (a) maintain their lots to a high standard consistent with quality style residential apartments; and
- (b) keep their lots clean, tidy and in good repair and condition at all times.

8 Maintenance standards for Subsidiary Bodies

8.1 Subsidiary Bodies must:

- (a) maintain their Subsidiary Scheme to a high standard; and
- (b) keep their Subsidiary Scheme clean, tidy and in good repair and condition at all times.

8.2 This by-law applies to all aspects of common property or association property in a Subsidiary Scheme including, but not limited to:

- (a) the external surfaces of buildings;
- (b) landscaping; and
- (c) pools.

9 The appearance of your lot

General guidelines

- 9.1 You or a Subsidiary Body must have consent from the relevant Government Agencies before you change the appearance of a lot or a building.



- 9.2 Any work you or a Subsidiary Body do under this by-law must not detrimentally affect a business operated from a commercial lot.

Commercial lots

- 9.3 Subject to this by-law, owners and occupiers of commercial lots may change the appearance of any buildings or structures erected on their lots providing that the change is consistent with:
- (a) development consents for the lot;
 - (b) the lawful use of the lot; and
 - (c) the corporate identity and image of the owner or occupier of the lot.

Residential lots

- 9.4 Owners and occupiers of residential lots must have the Community Association's consent to:
- (a) change the external appearance of their lot (eg install bars, screens, grilles, security locks or other devices on the exterior of windows or doors, an awning or air conditioning unit); or
 - (b) keep anything on the balconies or terraces of their lot that is not in keeping with, the appearance of their Subsidiary Scheme.
- 9.5 Owners and occupiers of residential lots must not keep anything on the balconies or terraces of their lot that:
- (a) detracts from the appearance of the Subsidiary Scheme; or
 - (b) may cause damage; or
 - (c) is dangerous.
- 9.6 The colour and design of window coverings (eg curtains, blinds or louvres) in residential lots must be uniform when viewed from outside the Subsidiary Scheme. You must have the Community Association's consent to have window coverings that do not conform to the uniform standard.
- 9.7 Owners and occupiers of residential lots must not hang washing on the balcony of their lot or in a way that it is visible from outside the lot.

Subsidiary Schemes

- 9.8 Subsidiary Bodies must have the Community Association's consent to:
- (a) change the external appearance of their scheme (eg change the colour of a building); or
 - (b) add to or alter buildings in their scheme (eg installing signs or aerials on the roof of a building).

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10 Erecting signs and signposts in the Northgate Centre

General guidelines

- 10.1 You must comply with Wollongong City Council's requirements about erecting signs and signposts. Generally, these requirements are:
- (a) freestanding pylon signs should reflect the height of existing signs in the area and generally be no more than 12 metres high;
 - (b) signs inside lots should be attached to buildings; and
 - (c) business signs should be internally illuminated.
- 10.2 You do not need the Community Association's consent to put up a "For Sale" or "For Lease" sign. However, you must:
- (a) follow the Community Association's instructions about the type, shape, size and location of the sign; and
 - (b) comply with any requirements of Wollongong City Council or other Government Agencies.

Commercial lots

- 10.3 Owners and occupiers of commercial lots may erect signs and signposts approved by relevant Government Authorities as part of their development consent.
- 10.4 Owners and occupiers of commercial lots may change their signposts or install new signposts at any time providing:
- (a) they have consent from the relevant Government Authorities; and
 - (b) the changed or new signpost does not detrimentally affect the business operated from another commercial lot.

Residential lots

- 10.5 Subject to this by-law, owners and occupiers of residential lots must have the Community Association's consent to display a sign that is visible from outside their lot.

Subsidiary Schemes

- 10.6 Subject to this by-law, a Subsidiary Body must have the Community Association's consent to display a sign that is visible from outside their Subsidiary Scheme.

11 Lighting requirements

You, the Community Association and Subsidiary Bodies must comply with Wollongong City Council's requirements about lighting. Generally, these requirements are that:

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- (a) if you are an owner or occupier of a lot, fixed lights (other than ambient light) from your lot must not spill onto or illuminate adjoining lots or properties;
- (b) the Community Association must not allow fixed lights (other than ambient light) on Community Property to spill onto or illuminate adjoining lots or properties; and
- (c) Subsidiary Bodies must not allow fixed lights (other than ambient light) on their common property or association property to spill onto or illuminate adjoining lots or properties.

~~12 Use of community development lot 7~~

~~12.1 Only the owner or occupier of community development lot 7 may:~~

- ~~(a) sell petroleum products; or~~
- ~~(b) operate a convenience store in connection with the sale of petroleum products (eg a "Food Plus" store).~~

~~12.2 The Community Association may change or cancel this by-law only with the written consent of the owner or occupier of community development lot 7.~~

REPEALED
See Regu. 5519239
See new by-laws
filed as ANNEXURE 'A'

 *ja* 5.2.1999



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Part 2

Your rights and obligations

13 Your behaviour

You must not:

- (a) obstruct a person's legal use of Community Property;
- (b) use equipment that interferes with equipment or appliances used by other owners or occupiers;
- (c) do anything that might damage the good reputation of the Northgate Centre; or
- (d) do anything in the Northgate Centre that is illegal.

14 You are responsible for others

- 14.1 You must use reasonable endeavours to ensure that another person does not do anything that you cannot do under this management statement.
- 14.2 If you lease, sub-lease or licence your lot, you must:
 - (a) use reasonable endeavours to ensure that your tenant, sub-tenant or licensee complies with this management statement; and
 - (b) take all action available to you, including action under the lease, sub-lease or licence agreement, to make them comply.

15 Keeping flammable materials and other dangerous substances

- 15.1 You may keep flammable materials in your lot if you:
 - (a) use them in connection with the lawful use of your lot; and
 - (b) keep them only in the reasonable quantities necessary for that use.
- 15.2 You must not keep flammable materials on Community Property or on Subsidiary Property.
- 15.3 You must not keep noxious or dangerous materials in your lot unless you have necessary consents from Government Agencies and then only in accordance with the terms of those consents and any applicable laws.
- 15.4 You must comply with laws about fire control.

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16 How to dispose of your garbage

- 16.1 If you own or occupy a community development lot and operate a business from your lot, you must:
- (a) store your garbage according to Wollongong City Council's requirements;
 - (b) arrange for an independent contractor to regularly remove your garbage from your lot according to Wollongong City Council's requirements; and
 - (c) pay the costs associated with removing your garbage.
- 16.2 If you own or occupy a lot in a Subsidiary Scheme, you must sort, store and make your garbage available for collection according to:
- (a) Wollongong City Council's instructions;
 - (b) the Community Association's instructions; and
 - (c) instructions from your Subsidiary Body. The by-laws for your Subsidiary Body have additional requirements about garbage disposal that you must comply with.
- 16.3 You must not deposit garbage on Community Property or on Subsidiary Property.
- 16.4 In this by-law, garbage includes recyclable materials.

17 Parking and queuing on Community Property

- 17.1 You must not:
- (a) park on Community Property; or
 - (b) if you operate a drive through service from your lot, allow cars to queue on Community Property.
- 17.2 You must have the Community Association's consent to:
- (a) park on Community Property to load or unload stock or equipment for your lot; or
 - (b) allow persons to park on Community Property to load or unload stock or equipment for your lot.

18 Loading areas and service bays

Owners and occupiers of commercial lots must comply with Wollongong City Council's requirements about loading areas and service bays in their lots. These requirements are that you must:



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- (a) appropriately screen or locate the loading area and service bay to minimise their view and appearance from the Princes Highway and the Northern Distributor; and
- (b) adequately separate the loading area and service bay from residential lots to avoid noise.

19 You cannot damage or interfere with other lots or Community Property

- 19.1 You must not do anything to your lot that will:
 - (a) interfere with a support or shelter provided to another lot, Community Property or Subsidiary Property; or
 - (b) interfere with garbage services, Service Lines, Private Services or Statutory Services.
- 19.2 You must not damage Community Property or Subsidiary Property or use it in a way that interferes unreasonably with another person's use and enjoyment of that property.
- 19.3 You must immediately repair at your cost any damage you (or your agents or servants) cause to:
 - (a) Community Property;
 - (b) Subsidiary Property; or
 - (c) the property of another owner or occupier.
- 19.4 You must have the Community Association's consent to:
 - (a) construct any building or structure on Community Property;
 - (b) attach anything to Community Property; or
 - (c) alter Community Property.
- 19.5 If you have the Community Association's consent to do anything under by-law 19 you must maintain and repair any structure, attachment or alteration.

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Part 3

The Community Association's rights and obligations

20 Functions of Committee officers

- 20.1 The officers of the Committee are the secretary, treasurer and chairperson.
- 20.2 The functions of the secretary are to:
- (a) convene Community Association meetings and Committee meetings;
 - (b) prepare and distribute minutes of Community Association meetings and Committee meetings;
 - (c) give notices under the Act for the Community Association and the Committee;
 - (d) supply certificates about contributions, insurance and other matters under clause 2 of schedule 4 of the Act;
 - (e) answer communications sent to the Community Association;
 - (f) perform administrative and secretarial functions for the Community Association and the Committee; and
 - (g) keep records according to the Act.
- 20.3 The functions of the treasurer are to:
- (a) send notices of contributions to Community Association members and collect contributions;
 - (b) receive, acknowledge, bank and account for money paid to the Community Association;
 - (c) prepare certificates about contributions, insurance and other matters under clause 2 of schedule 4 of the Act;
 - (d) keep accounting records according to the Act; and
 - (e) prepare financial statements according to the Act.
- 20.4 The function of the chairperson is to preside at Community Association meetings and Committee meetings at which they are present.

21 How to convene a Committee meeting

- 21.1 Committee meetings must be convened:

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- (a) by the secretary of the Community Association if they are asked to do so by one-third of the Committee members; or
 - (b) by another Committee member if, in the secretary's absence, one-third of the Committee members ask them to do so.
- 21.2 The secretary or other Committee member must convene the meeting:
- (a) within the time specified in the notice asking for the meeting; or
 - (b) if the notice does not specify a time, within 14 days of being asked.

22 You may attend Committee meetings

You or your company nominee may attend Committee meetings. You may address the meeting only if the Committee agrees.

23 Notices and minutes for Committee meetings

- 23.1 At least 72 hours before the Committee holds a meeting, the secretary or the Committee member who convenes the meeting must serve on each member of the Community Association
- (a) a notice advising that the meeting will be held; and
 - (b) the agenda for the meeting.
- 23.2 The agenda for the meeting must include details of all the business the Committee will deal with at the meeting. The Committee cannot deal with other business at the meeting.
- 23.3 The secretary or the Committee member who convenes the meeting must serve the minutes of the meeting on each member of the Community Association within 7 days after the meeting.
- 23.4 The secretary of the Committee member who convenes a meeting must serve notices and minutes under this by-law:
- (a) personally on each member of the Community Association;
 - (b) by facsimile;
 - (c) by pre paid post; or
 - (d) by any other method allowed by the Act.
- 23.5 The Committee must keep copies of agendas and minutes of its meetings:
- (a) with the Community Association's records; and

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- (b) for 7 years from the date of the meeting (or for the period the law requires the Community Association to keep its meeting records).

24 Committee decisions made in writing

- 24.1 The Committee may vote on motions in writing if:
 - (a) notice of the meeting and an agenda have been provided according to this management statement;
 - (b) each Committee member has been given the motion to be decided at the meeting; and
 - (c) a majority of Committee members approve the motion in writing.
- 24.2 The secretary or the Committee member who convenes the meeting must distribute minutes of decisions made in writing to Community Association members according to this management statement.
- 24.3 The Committee must keep copies of agendas and minutes of meetings held in writing:
 - (a) with the Community Association's records; and
 - (b) for 7 years from the date of the meeting (or for the period the law requires the Community Association to keep its meeting records).

25 Regular review of insurances

- 25.1 Each year the Community Association must review:
 - (a) the insurance policies it has effected; and
 - (b) whether it needs new insurance policies.
- 25.2 Each year the Committee's secretary must include a motion in the annual general meeting notice for the Community Association to decide if it should confirm or change its insurance policies.

26 Insuring new risks

The Community Association must immediately effect new insurance or adjust existing insurances if there is an increase in risk or a new risk to the Community Association or Community Property.



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27 Your insurance obligations

- 27.1 You must have the Community Association's consent to do anything that might invalidate, suspend or increase the premium for a Community Association insurance policy.
- 27.2 If the Community Association gives you consent under this by-law it may make conditions that, without limitation, require you to reimburse it for increased premiums.

28 Rules

- 28.1 The Community Association may make rules about the control, management, operation, use and enjoyment of the Northgate Centre.
- 28.2 The Community Association may change or add to the rules at any time.
- 28.3 You must comply with rules made by the Community Association.

29 How consents are given

- 29.1 The Community Association may make conditions if it gives you consent to do things under this management statement. You must comply with the conditions.
- 29.2 The Community Association may revoke its consent if this is practicable.
- 29.3 The Community Association may, acting reasonably, withhold its consent under this management statement.
- 29.4 A consent, notice or authorisation by the Community Association under this management statement must be in writing.

30 What can happen if you do not comply with this management statement

- 30.1 If you have not done or not done properly what you are required to do under this management statement the Community Association must give you a written notice specifying the work you must do and giving you reasonable time to do the work.
- 30.2 If you fail to do the work required under the notice within the specified time, the Community Association may do anything on your lot that you have not done or have not done properly, subject to by-law 30.3.
- 30.3 The Community Association must give you a written second notice specifying when it will need to enter your lot to do the work. You must
 - (a) give the Community Association (or persons authorised by it) access to your lot according to the notice and at your cost; and

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-
- (b) pay the Community Association's costs for doing the work.
- 30.4 The Community Association may recover any money you owe it under this management statement as a debt.
- 30.5 The Community Association's powers under this by-law are in addition to those it has under the Act.

31 The Community Association's responsibility for damages

The Community Association is not liable for damage to or loss of property or injury to any person in or near the Northgate Centre except if the Community Association or its employees or agents are negligent.

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Part 4

The Northgate Centre and Community Property

32 Community Property

32.1 Community Property includes:

- (a) an open accessway;
- (b) lighting servicing the open accessway; and
- (c) open space areas or nature strips at the boundaries of the Northgate Centre facing onto the Princes Highway and Woodhill Street.

32.2 The Community Association must control, manage, maintain and repair Community Property.

32.3 The Community Association must maintain and repair the 24 hour lighting servicing the open accessway.

32.4 The Community Association may make agreements with third parties for the control, management, maintenance and repair of Community Property.

33 The Developer's rights during construction of the Northgate Centre

33.1 Subject to by-law 33.3 and only while the Northgate Centre is being built the use of the following is restricted to enable the Developer to carry out the activities in by-law 33.2:

- (a) that part of Community Property in which Service Lines owned by the Community Association are located;
- (b) the electricity substation on Community Property; and
- (c) Service Lines owned by the Community Association.

33.2 The Developer may:

- (a) build and develop the Northgate Centre in stages;
- (b) in its discretion carry out building and development work;
- (c) do building and associated work on the Northgate Centre;
- (d) do landscaping and associated work on the Northgate Centre;
- (e) use any part of Community Property to exercise its rights under this by-law;
- (f) subdivide land in the Northgate Centre;



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- (g) have unrestricted access to the Service Lines including the Community Property in which they are located;
- (h) install and connect services on Community Property;
- (i) place on or attach to Community Property temporary structures, building materials, cranes and other equipment;
- (j) lock or secure part of the Community Property. The Developer must give the secretary of the Community Association a key for the locked or secured area; and
- (k) exercise its rights only between 7.00 am and 7.00 pm on Mondays to Saturdays (excluding Christmas Day and Good Friday) or at other times allowed by Wollongong City Council.

33.3 The Developer must:

- (a) repair any damage to the Northgate Centre caused by exercising the Developer's rights under this by-law;
- (b) take all reasonable steps to minimise disturbance to owners and occupiers while carrying out building and development work;
- (c) leave the Northgate Centre (or parts of it) clean and tidy after building and development work is finished;
- (d) maintain the Community Property that the Developer has the right to use; and
- (e) pay the Developer's costs under this by-law. The Developer cannot require the Community Association to levy its members for the Developer's costs.

33.4 The Developer may gain access to the exclusive use areas through Community Property.

33.5 The Developer's rights under this by-law:

- (a) for the Northgate Centre, will stop when the Developer notifies the Community Association that building and development work has finished; and
- (b) for part of the Northgate Centre, will stop when the Developer notifies the Community Association that building and development work for that part of the Northgate Centre have finished.

33.6 This is a restricted property by-law. The Community Association may change or cancel it by special resolution and with the written consent of the Developer. Initial period restrictions apply.

33.7 Apart from the restriction on use set out in by-law 33.1, use of the Community Property is available to you in accordance with this management statement and the Act.



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34 Accessways

- 34.1 The accessway plan in this management statement shows the location of the open accessway.
- 34.2 The Community Association must control, manage and maintain the open accessway.
- 34.3 The Community Association may:
 - (a) impose a speed limit for the open accessway;
 - (b) install speed humps or other traffic control devices on the open accessway; and
 - (c) put up traffic signs.

35 Who is responsible for fences?

- 35.1 You, the Community Association and Subsidiary Bodies must provide and pay for internal fencing according to the Dividing Fences Act 1991.
- 35.2 Unless they resolve to do so, the Community Association and Subsidiary Bodies do not have to provide or pay for internal fencing.

36 Services

- 36.1 This management statement includes a prescribed diagram showing Private Services and Statutory Services.
- 36.2 Service Providers will install Service Lines for the provision of services to the points marked on the prescribed diagram.
- 36.3 On installation of Service Lines, statutory easements will be created over those parts of the Northgate Centre in which Service Lines are located.
- 36.4 The Community Association is responsible for and must maintain Private Services and associated Service Lines.
- 36.5 Service Providers are responsible for and must maintain their Statutory Services and associated Service Lines.
- 36.6 Service Lines may be installed in different positions from those shown on the prescribed diagram. If Service Lines are installed in different positions from those shown on the prescribed diagram, you cannot object unless the installation of the Service Lines in a different position detrimentally affects your lot to an extent which is not minor without your consent (acting reasonably). If this happens, you must allow the Community Association to register another prescribed diagram as an amendment to this management statement.

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Part 5 Dictionary

37 Meaning of words

37.1 This clause explains words written Like This and other words that have special meanings. Words that this clause does not explain have the same meaning as they do in the Act or the Community Land Development Act 1989.

37.2 In this management statement:

Act is the Community Land Management Act 1989.

Committee is the executive committee of the Community Association.

commercial lot is a lot used for commercial purposes in the Northgate Centre or a lot used for commercial or professional purposes in a Subsidiary Scheme.

Community Association is the community association created on registration of the community plan accompanying this management statement.

Community Property is lot 1 in the community plan accompanying this management statement.

Developer is Ousley Pty Limited (ACN 073 191 992) and any successors in title (not including a Subsidiary Body).

Northgate Centre is the community scheme created by registration of the community plan accompanying this management statement.

Government Agency is a governmental or semi governmental administrative, fiscal or judicial department or entity.

initial period means the period from the date that this management statement is registered to the date when the sum of the unit entitlements of former development lots that are the subject of neighbourhood or strata schemes for which the initial period has expired is at least one-third of the total unit entitlement for the Northgate Centre.

lot means a community development lot or a lot in a Subsidiary Scheme.

notice means a written notice given under by-law 30.1.

occupier is the lessee or occupier of a lot in the Northgate Centre.

owner is the proprietor of a lot in the Northgate Centre.

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open accessway is an open accessway set apart under section 41 of the Community Land Development Act 1989.

person includes an individual, a firm, a body corporate, an incorporated association or a Government Agency.

Private Service is a service provided by the Community Association.

public authority includes Wollongong City Council and other Service Providers.

public authority by-law is a by-law that a public authority (eg Wollongong City Council) requires the Community Association to include in the management statement.

residential lot is:

- (a) a lot in a strata scheme which subdivides a community development lot; and
- (b) any other lot capable of being used for residential use.

rules are rules made by the Community Association about the control, management, operation, use and enjoyment of the Northgate Centre.

second notice means a written second notice given under by-law 30.2.

Services include:

- (a) the supply of water, gas, electricity, artificially heated or cooled air or heating oil;
- (b) the provision of sewerage and drainage;
- (c) transmission by telephone, radio, television satellite or other means;
- (d) security systems; and
- (e) any other facility, supply or transmission.

Service Line is a pipe, wire, cable, duct or pole by which Service Providers will provide Services.

Service Providers include Wollongong City Council and any Government Agency or public authority.

special resolution is a resolution passed at a general meeting of the Community Association where not more than 25% of the votes cast are against the motion. The value of the votes are calculated according to unit entitlement.

Statutory Service is a Service provided by a Service Provider.

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Subsidiary Body is a neighbourhood association or a strata corporation in the Northgate Centre.

Subsidiary Property is:

- (a) for a Subsidiary Body that is a neighbourhood scheme - lot 1 in the neighbourhood plan; and
- (b) for a Subsidiary Body that is a strata scheme - common property.

Subsidiary Scheme is a neighbourhood scheme or strata scheme created by the subdivision of a community development lot by neighbourhood plan or strata plan.

unit entitlement is a number allocated to each lot to show their comparative market value.

you is an owner, lessee, occupier or mortgagee in possession of a lot in the Northgate Centre.

37.3 A reference to:

- (a) a thing includes the whole or each part of it;
- (b) a document includes any variation or replacement of it;
- (c) a day means the period starting at midnight and ending 24 hours later;
- (d) a law, ordinance or code includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of them; and
- (e) a person includes their executors, administrators, successors, substitutes (including, but not limited to, persons taking by novation) and assigns.

37.4 The singular includes the plural and vice versa.

37.5 Headings do not affect the interpretation of this management statement.

37.6 If a provision or definition in this management statement conflicts with the Act, the Community Land Development Act 1989 or related legislation, the Act or other legislation prevails.

37.7 The Community Association may exercise a right, power or remedy at its discretion and separately or with another right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent the Community Association from further exercising that or of any other right, power or remedy. Failure by the Community Association to exercise or delay in exercising a right, power or remedy does not prevent its exercise.

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37.8 The rights, powers and remedies in the management statement are in addition to those provided by law.

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Signatures, consents and approvals

DATED 25 day of MAY 1998

THE COMMON SEAL of OUSLEY
PTY LIMITED (ACN 073 191 992) is
affixed in accordance with its articles of
association in the presence of.

Signature of authorised person

DIRECTOR

Office held

JOHN SIMPSON

Name of authorised person (block letters)



Signature of authorised person

DIRECTOR

Office held

RONY F. O'BRIEN

Name of authorised person (block letters)

Certificate of Approval

Wollongong City Council certifies that:

- (a) it has approved of the development described in Development Application No. D98/69;
and DATED 20 APRIL 1998
- (b) the terms and conditions of this management statement are consistent with that development
as approved.

Date

22 MAY 1998

Signature on behalf
of Wollongong City
Council

A handwritten signature in ink, appearing to be "General Manager".
GENERAL MANAGER

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Electropac Building Corporation
Attest: 10/12/1993

By: [Signature]
No. 3261272

CONFIDENTIAL TO THE VENDOR

Community Management Statement
Dated 10/12/1993

Electropac Building Corporation
By: [Signature]

Desmond John Bailey - Secretary

Phyllis Ruth Batechin - Manager Legal

Printed at 10/12/1993

8/12/1993

Registered no. 349 Book 4017

[Signature]

Conveyancer Batechin

130 Phillip Str. Sydney
Electropac Building Corporation

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PLAN OF SERVICE WORKS AS EXECUTED
OR TO BE EXECUTED FOR THE NORTH
GATE CENTRE.

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24-4-98

SHOCKWAVE HIT OR SIMILAR STRUCTURE
SW _____
ELECTRICITY LIGHTPOLE, O.L.P.
ELECTRICITY P.I. OR SIMILAR STRUCTURE
E _____

9. SERVICELINE
 WATERMAIN
 5W. STORM WATER.
 T. TELECOMMUNICATIONS
 3. LIGHT POLE
 E. ELECTRICALITY



21 THIS PLAN ONLY SHOWS SERVICES COVERED
BY STATUTORY REQUIREMENTS - OTHER SERVICES
MAY BE PRESENT.

MANAGEMENT STATEMENT

REGISTERED 14.4.1998

COMMUNITY PLAN
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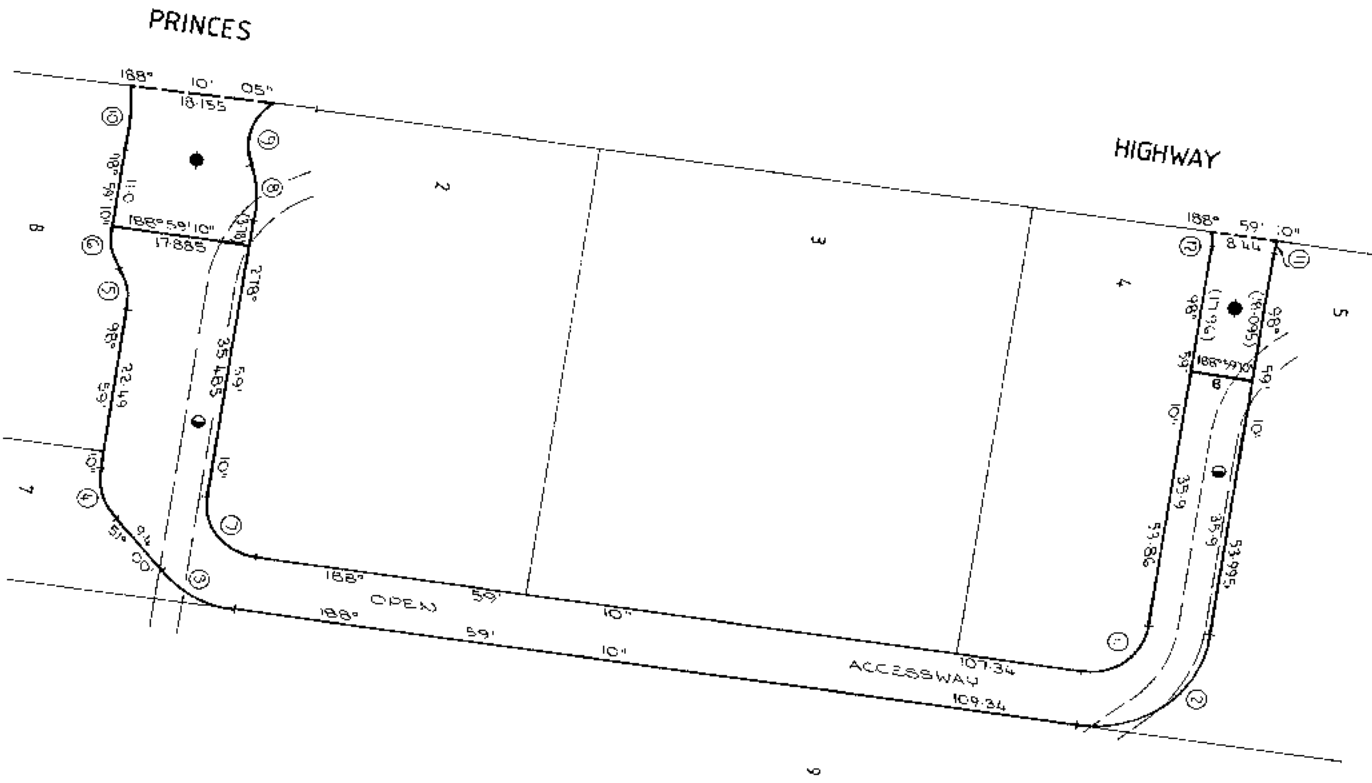
PLAN OF OPEN ACCESSWAY WITHIN
THE NORTH GATE CENTRE

REDUCTION RATIO 1:500

DAVID ALAN JOLLY
Surveyor
of
MASTERS & ASSOCIATES, PRUDENCE
WILLIAMS
certify that this is a plan of the easement shown in Community Plan
and provided for the development shown in Community Plan
No 14.4.98

NOTE:
REBANDING ACCESSWAYS - THIS PLAN
ILLUSTRATING OPEN ACCESSWAYS
WHICH ARE COMMUNITY PROPERTY
AND ARE NOT PUBLIC ROADS
WITHIN THE VELDING OF THE
LOCAL GOVERNMENT ACT, 1979
OR THE ROADS ACT, 1973

CURVED BOUNDARIES			
Nº	BEARING	DISTANCE	ARC
1.	143°59'20"	10.607	11.781
2.	143°59'20"	10.607	11.781
3.	143°59'20"	10.607	11.781
4.	143°59'20"	10.607	11.781
5.	143°59'20"	10.607	11.781
6.	143°59'20"	10.607	11.781
7.	143°59'20"	10.607	11.781
8.	143°59'20"	10.607	11.781
9.	143°59'20"	10.607	11.781
10.	143°59'20"	10.607	11.781
11.	143°59'20"	10.607	11.781
12.	143°59'20"	10.607	11.781



○ DRAINAGE EASEMENT 3-5 WIDE & VARIABLE.

NOTE: FOR SURVEY MARKING & REFERENCE.
CONNECTIONS SEE DETAIL SHEET Nº 2-3

© Office of the Registrar-General /Src:InfoTrack /Ref:24012
 Licence: 10V10/7919/
 Printed: 0797LTO
 Instructions for filling out this form are available from the Land Titles Office

New South Wales
 Strata Schemes Management Act
 Real Property Act 1900

5519239 S



MANAGEMENT STATEMENT

SHEET 1 OF 2 SHEETS

(A) COMMON PROPERTY
 REFERENCE TO TITLE

EPSP Lot 1 Community Plan DP No. 270162

ANNEXURE 'A'

(B) LODGED BY

LTO Box 1W	Name, Address or DX and Telephone Dynamic Property Services Suite 2 Level 5, 162 Goulburn Street DARLINGHURST, NSW 2010 Reference (15 character maximum):	Code CB
-------------------	---	----------------

(C) The owners of Strata Plan No. 270162 certify that pursuant to a resolution passed on 11 November 1998, and in accordance with the provisions of

(D) *section 14 of the Strata Schemes (Freshhold Development) ACT, 1989

COMMUNITY LAND MANAGEMENT ACT, 1989

• section 47 and 52 of the Strata Schemes Management Act 1996

order No. of the Supreme Court of New South Wales

* order No. of the Strata Schemes Board,

the by-laws are changed as follows:

Repealed by-law No. By-law 12

Added by-law No. By-Law 12

Amended by-law No. as fully set out below.

SEE ANNEXURE 'A'

SIGNED by DYNAMIC PROPERTY SERVICES
 PTY LIMITED (ACN 002 006 760) by its
 attorney WALTER PATTERSON duly appointed
 by Power of Attorney dated 18th July 1996
 and who hereby states that he has not
 received any notice of the revocation of
 such Power of Attorney.
 (Registered Book 4139 No. 734)

DEPOSITED PLAN

(E) The common seal of the owners of Strata Plan No. 270162 was affixed on 11 January 1999 in the presence of

Names[use block letters] Dynamic Property Services PTY LTD

Signatures

being the persons authorised by section 238 of the Strata Schemes Management Act 1996 to attest the affixing of the seal.



~~Council's Certificate under section 56(4) of the Strata Schemes Management Act 1996~~

(F) I certify that Council has approved the change of by-laws set out herein.

Dated Signature of General Manager

Page 1 of 2

Checked

REGISTERED



20 5.2.1999

TERMS OF INSTRUMENT NOT CHECKED
 IN LAND TITLES OFFICE

DP 270162

MANAGEMENT STATEMENT

5

519239

SHEET 2 OF 2 SHEETS

Community Association DP No. 270162
ANNEXURE TO NOTIFICATION TO CHANGE OF BY-LAWS

ANNEXURE 'A'

By-laws 12 Use of community development lot 8

12.1 That only the owner or occupier of community development lot 8 may:

- (a) sell petroleum products; or
- (b) operate a convenience store in connection with the sale of petroleum products (eg a "Food Plus" store).

12.2 The Community Association may change or cancel this by-law only with the written consent of the owner or occupier of community development lot 8.

TERMS OF INSTRUMENT CHECKED
IN LAND TITLES OFFICE

REGISTERED



5.2.1999



This is page 2 of a total of 2 pages which comprise the Annexure of Notification to Change of By-Laws by The Proprietors - Community Association DP No. 270162.

Lodger Details

Lodger Code 501207
Name HARRISS JONES LAWYERS
Address 572 BOX RD
JANNALI 2226
Lodger Box 1W
Email KATHRYN@HJLAW.COM.AU
Reference MOKDESSI (21087)

For Office Use Only

AR170448

LEASE

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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.

Land Title Reference

6/270162

Land Extent

PART OF THE LAND

Part Land Description

1/210 PRINCES HIGHWAY FAIRY MEADOW NSW 2519 BEING PART LAND IN 6/270162 KNOWN AS LOT 6 NORTHGATE CENTRE PRINCES HIGHWAY FAIRY MEADOW AND BEING THE AREA MARKED "A" IN THE PLAN ANNEXED HERETO.

Lessor

Given Name(s) JENNIFER LEIGH
Family Name MOKDESSI
Given Name(s) LISA ROSE
Family Name MOKDESSI
Given Name(s) KATHRYN LEIGH
Family Name SIOUTOS
Given Name(s) CHRISTOPHER CHEHADIE
Family Name MOKDESSI

Lessee

Name NUTRITION WAREHOUSE PTY LTD
ACN 128438755
Tenancy (inc. share) SOLE PROPRIETOR

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

Lease Details

Term 3 YEARS
Commencing Date 14/08/2021
Terminating Date 13/08/2024
Option to Renew YES
Option to Renew Period 3 YEARS
Option to Purchase NO
Rent Details
Amount 70000.00
Payment Frequency Month
Payment Terms The rent is set out in Item 6 of Annexure A
Rent Description Initial rent of \$70,000 per annum (excluding GST) by monthly instalments of \$5,833.00 (excluding GST)

Conditions and Provisions

See attached CONDITIONS AND PROVISIONS

THE SUBSCRIBER VERIFIES THAT THE ATTACHED LEASE HAS BEEN SIGNED BY OR ON BEHALF OF A PERSON PURPORTING TO BE THE LESSEE.

THE LESSOR DECLARES, TO THE BEST KNOWLEDGE OF THE SUBSCRIBER, THAT REGISTRATION OF THE LEASE IS NOT PRECLUDED BY ANY OPTION OF RENEWAL/PURCHASE IN A REGISTERED LEASE.

Lessor Execution

The Certifier has taken reasonable steps to verify the identity of the lessor or his, her or its administrator or attorney.
The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
The Certifier has retained the evidence supporting this Registry Instrument or Document.
The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	JENNIFER LEIGH MOKDESSI LISA ROSE MOKDESSI KATHRYN LEIGH SIOUTOS CHRISTOPHER CHEHADIE MOKDESSI
Signer Name	MELANIE JONES
Signer Organisation	HARRISS JONES LAWYERS PTY LTD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	23/06/2021

LEASE ANNEXURE "A"

THIS IS THE ANNEXURE MARKED "A" TO THE LEASE BETWEEN JENNIFER LEIGH MOKDESSI, LISA ROSE MOKDESSI, KATHRYN LEIGH SIOUTOS & CHRISTOPHER CHEHADIE MOKDESSI (AS LESSOR) AND NUTRITION WAREHOUSE PTY LTD ACN 128 438 755 (AS LESSEE) DATED

1. The provisions of registered lease number AN562005 (**Prior Lease**) are incorporated into this Lease and apply as if set out fully herein subject to the following:
 - 1.1 The Reference Schedule in the Prior Lease is deleted and replaced with the Reference Schedule attached to this Lease Annexure.
 - 1.2 Clause 9 in the Prior Lease is deleted.
 - 1.3 Clause 11.1 in the Prior Lease is deleted and replaced with the following clause 11.1:

"11.1 The Lessee must pay all accounts when they become due and payable in respect of the supply of any gas, electricity, telephone and waste disposal or other services for the Premises requested by the Lessee."
2. The documents comprising "Page 1 of Plan" and "Page 2 of Plan" annexed to the Prior Lease are also incorporated in this Lease Annexure.
3. In all other respects the parties confirm and ratify the terms and conditions of the Prior Lease.

REFERENCE SCHEDULE

- ITEM 1: Premises**
Part of the land comprised in Certificate of Title Folio identifier 6/270162 known as 1/210 Princes Highway, Fairy Meadow NSW 2519.
- ITEM 2: Lease Commencement Date**
14 August 2021
- ITEM 3: Lease Termination Date**
13 August 2024
- ITEM 4: Term**
3 years
- ITEM 5: Option of Renewal**
1 Option of Renewal of three (3) years
- ITEM 6: Base Rent**
\$70,000.00 per annum (excluding GST) by monthly instalments of \$5,833.00 (excluding GST)
- ITEM 7: Lessor's Contact**
Jennifer Mokdessi
16 Seventh Avenue
JANNALI NSW 2226
Tel No: (02) 9589 1773
Email: jennymokdessi9@gmail.com
- ITEM 8: Lessee's Contact**
Twaanie Caine
PO Box 176
UPPER COOMERA QLD 4209
Tel No: 0411 611 888
Email: leasing@nutritionwarehouse.com.au
- ITEM 9:** Not applicable
- ITEM 10: Default Rate**
Ten per cent (10%)
- ITEM 11: Car Parking Spaces**
Access to but not exclusive use of 11 dedicated car parking spaces

ITEM 12: Rent Commencement Date

14 August 2021

ITEM 13 Bank Guarantee or Security Deposit

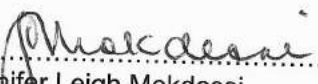
Unconditional Bank Guarantee or Security Deposit equivalent to two month's rent plus GST (\$12,832.60)

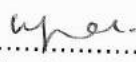
THIS IS THE EXECUTION PAGE OF THE LEASE ANNEXURE

EXECUTION BY THE LESSORS

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

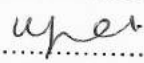
I certify that I am an eligible witness and that the lessor signed this dealing in my presence:

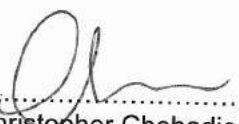

Jennifer Leigh Mokdessi


Signature of Witness


Lisa Rose Mokdessi

MELANIE JONES
572 BOX RD, JANNALI
Name & Address of Witness


Signature of Witness


Christopher Chehadie Mokdessi

MELANIE JONES
572 BOX RD, JANNALI
Name & Address of Witness

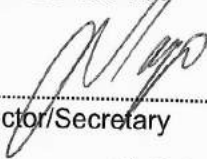

Signature of Witness


Kathryn Leigh Sioutos

MELANIE JONES
572 BOX RD, JANNALI
Name & Address of Witness


Signature of Witness

KATHRYN HARRISS
572 BOX ROAD, JANNALI
Name & Address of Witness

EXECUTED BY NUTRITION WAREHOUSE PTY LTD ACN 128 438 755	
 Director/Secretary	 Director
Name: GRANT MAYO	Name:

MASTERS & ASSOCIATES PTY. LTD.
 ACN 002 895 072

SURVEYORS REGISTERED UNDER
 THE SURVEYORS ACT, 1902

RA. JOLIE & Son, L.S., M.L.S.(Inst)



118 Central Street,
 Wollongong, 2500
 Phone: (02) 4228 9511
 Fax: (02) 4228 2513

P.O. BOX 1207
 WOLLONGONG, 2500
 DX 27849 Wollongong Court

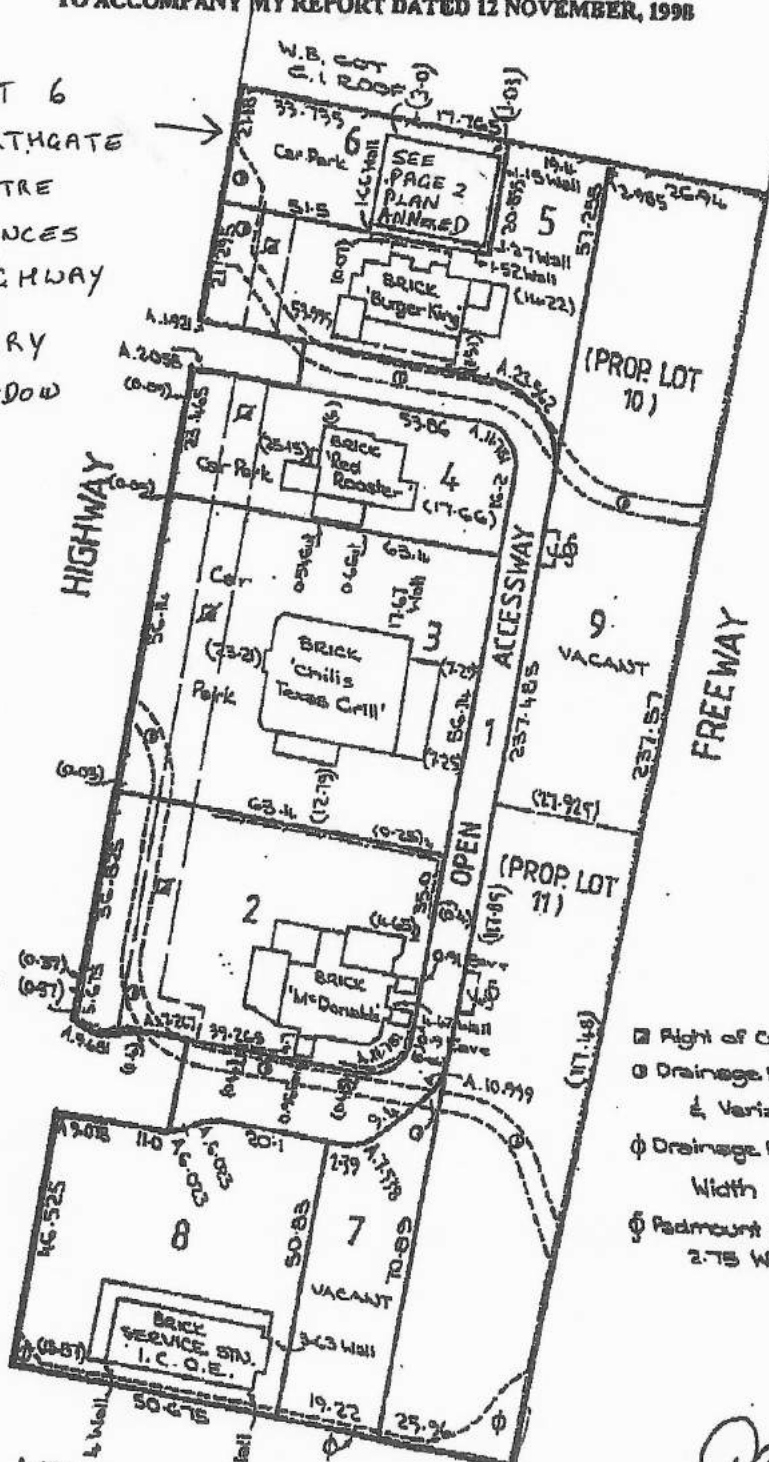
45127

TO ACCOMPANY MY REPORT DATED 12 NOVEMBER, 1998

PAGE 1 OF
 PLAN

LOT 6
 NORTHGATE
 CENTRE
 PRINCES
 HIGHWAY
 FAIRY
 MEADOW

PRINCES



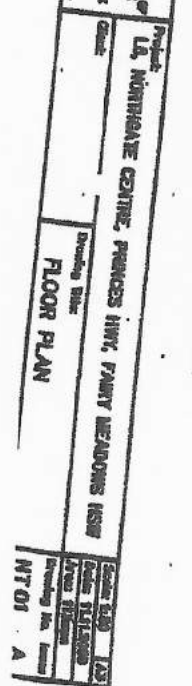
- Right of Carriageway 6 wide
- Drainage Easement 3.5 wide
- △ Variable Width
- φ Drainage Easement Variable Width
- ⊕ Padmount Substation Easement 2.75 wide.

WOODHILL

Malcolm

R. Jolie
 SURVEYOR REGISTERED UNDER THE
 SURVEYORS ACT 1902 AS AMENDED.

01 BLACK FLAM
SUN 128



CARPAK
(NOT TO SCALE)

PRINCE Highway

Page 8 of 8

STATION No.	4612
HA	
PROJECT/STATION	RESEARCH TRAINING
LOCATION	RESEARCH TRAINING & STUDY ISLAND
	PORT KAITUMA, NEW

Form: 07L
Release: 4-4

LEASE
New South Wales
Real Property Act 1900



AN562005A

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Office of State Revenue use only

(A) **TORRENS TITLE**

Property leased

1/210 PRINCES HIGHWAY FAIRY MEADOW NSW 2519 BEING PART LAND IN 6/270162 KNOWN AS LOT 6 NORTHGATE CENTRE PRINCES HIGHWAY FAIRY MEADOW AND BEING THE AREA MARKED "A" IN THE PLAN ANNEXED HERETO.

(B) **LODGED BY**

Document
Collection
Box

10NF

Name, Address or DX, Telephone, and Customer Account Number if any

M + W LEGALS
123

Reference:

MOKDESSI / L.W

CODE

L

(C) **LESSOR**

JENNIFER LEIGH MOKDESSI, LISA ROSE MOKDESSI, KATHRYN LEIGH SIOUROS & CHRISTOPHER CHEHADIE MOKDESSI.

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

(D)

Encumbrances (if applicable):

(E) **LESSEE**

NUTRITION WAREHOUSE PTY LTD ACN 128 438 755

(F)

TENANCY:

(G) 1. **TERM THREE (3) YEARS.**

2. **COMMENCING DATE** 14 AUGUST 2018.

3. **TERMINATING DATE** 13 AUGUST 2021

4. With an **OPTION TO RENEW** for a period of **THREE (3) YEARS.**

set out in clause 5.1 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 in clause of ANNEXURE "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. 6 & 14 of THE REFERENCE SCHEDULE.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

DATE 30/7/18

(H) I certify I am an eligible witness and that the lessor signed this dealing in my presence.
[See note* below].

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

Signature of witness:


AYMOND

Signature of lessor:



Name of witness:

DONALD R SMITH

Address of witness:

41 FORMOSA ST SYDNEY NSW 2224

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: NUTRITION WAREHOUSE PTY LTD

Authority: section 127 of the Corporations Act 2001

Signature of authorised person:

Signature of authorised person:

Name of authorised person:

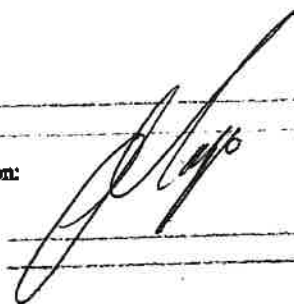
Grant Mayo

Name of authorised person:

Office held:

Sole Director/Secretary

Office held:



(I) STATUTORY DECLARATION*

I JENNIFER LEIGH MOKDESI of 10 THIRD AVE JANVILLE NSW 2226
solemnly and sincerely declare that—

1. The time for the exercise of option to renew in expired lease No. A457944 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 OYSTER BAY in the State of New South Wales on 2 AUGUST 2018
in the presence of LESLEY ANNE WILLIAMS of 8 RICKARD RD OYSTER BAY NSW 2225

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

☐ Other qualified witness [specify] _____

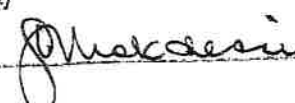
who certifies the following matters concerning the making of this statutory declaration by the person who made it:

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.

THIS AND THE FOLLOWING 37 PAGES IS ANNEXURE "A" OF THE LEASE
BETWEEN JENNIFER LEIGH MOKDESSI, LISA ROSE MOKDESSI, KATHRYN
LEIGH SIOTOS & CHRISTOPHER CHEHAIDIE MOKDESSI (AS LESSOR)
AND
NUTRITION WAREHOUSE PTY LIMITED ACN 128 438 755
(AS LESSEE)

Dated: 30 July 2018

1. INTERPRETATION

1.1 Definitions

In this Lease unless there is something in the subject or context inconsistent the following expressions must have the following meanings:

"Australian Institute" means the Australian Institute of Valuers and Land Economists (Inc.) NSW Division or its successor or other organisation replacing the same.

"Base Rent" means the base rent set out in Item 6 of the Reference Schedule varied from time to time as provided in this Lease

"Building" means the building and any improvements erected on the Premises.

"Business Day" means any day in New South Wales which is not a:

(1) Saturday;

(2) Sunday; or

(3) Public Holiday.

"Claim" includes any claim, demand, remedy, suit, injury, damage, loss, costs, legal fees, costs and expenses and consultants' fees, liability, action, proceeding, right of action or claim for compensation.

"Community Association" is Community Association DP. No 270162.

"Community Management Statement" means the form of management statement registered with Community Association DP. No. 270162.

"Community Plan" means the community plan registered as D.P. No. 270162.

"Government Agency" means any government or any governmental, semi-government, administrative, fiscal or financial body, department, commission, authority, tribunal, agency or entity.

"Item" means an item referred to in the Reference Schedule.

"Land" means the whole of the land which is the subject of the Community Plan and improvements (including all plant, machinery, equipment and fittings therein or thereon) from time to time existing on the land;

"Law" includes any requirement or any statute, rule, regulation, proclamation, ordinance or by-law present or future and whether State, Federal or otherwise.

"Lease Commencement Date" means the date specified in Item 2 of the Reference Schedule

"Lease Termination Date" means the date specified in Item 3 of the Reference Schedule.

"Lease Year" means each separate year of the Term hereof, the first of such Lease Years commencing on the Lease Commencement Date and each subsequent Lease Year commencing on the corresponding day of each succeeding year.

"Lessee" means the Lessee named in this Lease and includes its successors and permitted assigns.

"Lessee's Employees" means each of the Lessees employees contractors or agents who may at any time be upon the Premises.

"Lessee's Fittings" means all fixtures, fittings, plant, equipment, partitions including without limitation business equipment, inventory, trade marked items, signs, decorative soffit, counters, shelving, showcases, mirrors and other removable personal property in the Premises installed by the Lessee.

"Lessor" means the Lessor named in this Lease and includes its successors and assigns.

"Market Review Date" means the Lease Commencement Date of any further term in the event of the Lessee exercising any option of renewal contained in clauses 5, and 6.

"Permitted Use" means the retail sales of nutrition/health foods and supplements.

"Person" includes corporation and vice versa.

"Premises" means the part of the land comprised in certificate of title Folio Identifier 6/270162 and being the area marked "A" in the diagram annexed hereto.

"Reference Schedule" means the Reference Schedule to this Lease:

"Requirement" means any requirements, notices, orders or directions received from or given by any Government Agency of whatsoever nature.

"Rent Commencement Date" means the date specified in Item 12.

"Review Date" means each anniversary of the Lease Commencement Date excluding Market Review Dates.

"Services" means all services or systems of any kind from time to time provided to the Premises or available for use.

"Term" means the term set out in Item 4 of the Reference Schedule.

"Valuer" means a person who is:

- (1) a full member of not less than 5 years standing of the Australian Institute and is active in the relevant market at the time of his appointment;
- (2) the holder of a licence to practice as a valuer of the kind of premises leased by the Lessee; and
- (3) has at least 5 years experience in valuing places of the kind of premises referred to in this Lease.

1.2 In the Lease, unless the context otherwise requires:

- (1) headings and underlinings are for convenience only and do not affect the interpretation of the Lease;
- (2) words importing the singular include the plural and vice versa;

- (3) words importing gender include any gender;
- (4) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency;
- (5) a reference to anything includes a part of that thing;
- (6) a reference to a part, clause, party, annexure, exhibit or schedule is a reference to a part and clause of, and a party, annexure, exhibit and schedule to, the Lease;
- (7) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations proclamations ordinance or by-laws issued under that statute;
- (8) a reference to a party to a document includes that party's successors and permitted assigns;
- (9) where any day on or by which anything is to be done is not a Business Day, that thing must be done on or by the next succeeding day which is a Business Day;
- (10) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the Lease or any part of it; and
- (11) a covenant or agreement on the part of two or more persons binds them jointly and severally.

1.3 Exhibit

Any exhibit has been shown to the parties to the Lease and executed or signed by them or on their behalf.

1.4 Bodies and Associations

Reference to any body (including, without limitation, an institute, association or authority), whether or not it is a statutory body:

- (1) which ceases to exist; or

(2) whose powers or functions are transferred to any other body,

refers to the body which replaces it or which substantially succeeds to its powers or functions.

1.5 Severability

All provisions of this Lease must so far as possible be construed so as not to be invalid, illegal or unenforceable in any respect but if any provision on its true interpretation is illegal, invalid or unenforceable that provision must so far as possible be read down to such extent as may be necessary to ensure that if is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give a valid operation of a partial character. If any such provision or part of it cannot be so read down, such provision or part will be deemed to be void and severable and the remaining provisions of this Lease must not in any way be affected or impaired.

1.6 Whole Agreement

The Lessor and the Lessee agree that the terms contained in this Lease cover and comprise the whole of the agreement between the Lessor and the Lessee and declare that no further terms whether in respect of the Premises or otherwise will be implied or arise between the Lessor and the Lessee by way of collateral or other agreement made by or on behalf of the Lessor or the Lessee on or prior to the execution of this Lease.

2. GRANT OF LEASE

2.1 Grant of Lease

The Lessor grants to the Lessee and the Lessee takes from the Lessor a lease of the Premises for the Term upon and subject to the terms, covenants and provisions set out in the Lease.

3. EXCLUSION OF IMPLIED COVENANTS AND POWERS AND MORATORIUM

3.1 Exclusion of Implied Covenants

Sections 84, 84A and 85 of the *Conveyancing Act 1919 (NSW)* do not apply to, and are not implied in, the Lease unless expressly included.

3.2 Exclusion of Statute and Moratorium

The application to the Lease of any statute or moratorium is expressly excluded and negative as far as the law permits to the extent it has the effect of:

- (1) extending the Term;
- (2) reducing or postponing the payment of Base Rent; or
- (3) otherwise affecting the operation of the Lease.

3.3 Contravention of Statute-Severable

Any provision of the Lease which is void, voidable, unenforceable or invalid because of any statute:

- (1) must in such case and to such extent be severable from the Lease; and
- (2) the Lease must be read as though such provision did not form part of the Lease at that time.

4. TERM AND HOLDING OVER

4.1 Term of the Lease

The Term of the Lease:

- (1) commences on the Lease Commencement Date; and
- (2) expires on the Lease Termination Date;

subject to the provisions of the Lease.

4.2 Holding Over

If the Lessee occupies the Premises after the Lease Termination Date (other than pursuant to the grant of a further Lease) the Lessee must do so:

- (1) as a 1 monthly tenant;
- (2) on the same terms and conditions as the Lease as far as they apply to a 1 monthly tenancy; and
- (3) at a Base Rent which must be:

- (a) payable in equal monthly instalments in advance with the first payment to be made on the Business Day next following the Lease Termination Date; and
- (b) an amount equal to 1/12th of the sum of the Base Rent and any other moneys payable by the Lessee to the Lessor payable immediately prior to the Lease Termination Date subject to any rent reviews which occur within the Lessee's occupation of the Premises.

4.3 Holding Over Termination

Either the Lessor or the Lessee may terminate the 1 monthly tenancy referred to in clause 4.2 at any time by giving the other 1 month's written notice expiring on any day.

5. OPTION OF RENEWAL

5.1 Lessor to Grant Further Lease

If the Lessee:

- (1) wishes to have a lease of the Premises for the further term specified in Item 5 of the Reference Schedule to commence from the Lease Termination Date; and
- (2) gives the Lessor not less than 3 months and not greater than 9 months notice to that effect before the Lease Termination Date,

then the Lessor must grant to the Lessee a lease of the Premises upon the same terms and conditions as are set out in this Lease except that:

- (a) the Term of the further lease must be that specified in Item 5 of the Reference Schedule;
- (b) the Lease Commencement Date of the further lease to be shown in Item 2 of the Reference Schedule must be the day after the Lease Termination Date;
- (c) the Lease Termination Date of the further lease to be shown in Item 3 of the Reference Schedule must be the last day of the further term as shown in Item 5 of the Reference Schedule;

- (d) the Base Rent to be inserted in Item 6 of the Reference Schedule must be determined in accordance with clause 8.2;
- (e) the definition of "Rent commencement Date" shall be deleted from clause 1.1 and item 12 from the Reference Schedule shall be deleted; and
- (f) clause 7.2(2) shall be amended by replacing the reference to "Rent Commencement Date" with "Lease Commencement Date".

6. GOODS AND SERVICES TAX

6.1 Lessee to Pay GST

- (1) The rent and all other monies payable to the landlord are exclusive of Goods and Services Tax (GST). Whenever the Lessor becomes liable to pay rent or other monies payable under this Lease in respect of a taxable supply made by the Lessor the Lessee must also pay an additional 10% to cover GST. This percentage of 10% assumes that GST payable on the value of a taxable supply is 10%. If the GST rate is different then this percentage will instead be the GST rate.
- (2) Rates and Taxes in Clause 9 are to be calculated after deducting any input tax credit to which the Lessor is entitled,

7. BASE RENT

7.1 Lessee's covenant

The Lessee must pay the Base Rent to the Lessor during the Term.

7.2 Payment of Base Rent

The Base Rent must be paid:

- (1) by consecutive monthly instalments in advance;
- (2) on the first day of each month during the Term commencing on the Rent Commencement Date;
- (3) with each payment to equal 1/12th of the Base Rent (excluding the first and last payment which must be proportionate if necessary); and
- (4) directly into such bank or financial institution account as may be nominated

by the Lessor in writing to the Lessee.

8. RENT REVIEW

8.1 Rent Review

On each Review Date the Base Rent must be reviewed in accordance with the following formula applicable at the relevant Review Date:

$$N = R \times 1.04 \text{ (for the each Review Dates)}$$

where:

N is the Base Rent payable by the Lessee as from the applicable Review Date until the next Review Date.

R is the annual Base Rent payable by the Lessee immediately prior to the then applicable Review Date.

The amount determined must become the Base Rent reserved by this Lease on and from the Review Date.

8.2 Market Rent Review

Upon a Market Review Date the Base Rent must be reviewed as follows:

- (1) Not earlier than 3 months before the Market Review Date and not later than 6 months after the Market Review Date (time of the essence), either party may by notice in writing ("Rental Notice") to the other party ("the recipient") vary the Base Rent to an amount which the party giving the Rental Notice considers to be the current market rent for the Premises as at the Market Review Date. Either party may also serve a Rental Notice after the 6 months, but in that event any increase in the Base Rent shall only operate from the date of service of the Rental Notice.
- (2) should the recipient dispute the current market rent as set out in the Rental Notice then the recipient may, within a period of 30 Business Days after service on the recipient of the Rental Notice, serve on the other party a notice in writing ("Dispute Notice") disputing the amount set out in the Rental Notice and requiring the market rent to be determined in accordance with clause 8.2(3). In the event of the Dispute Notice not being served within the 30 Business Day period then the Base Rent as at the Market Review Date will be the current market rent set out in the Rental Notice.

- (3) In the event of the recipient giving to the other party the Dispute Notice and the Lessor and Lessee have not agreed on the current market rent for the Premises within 14 Business Days of the recipient giving to the other party the Dispute Notice, then the Lessor and Lessee shall both within 14 days of receipt of the Dispute Notice by the other party, appoint Valuers.
- (4) The Lessee's Valuer and the Lessor's Valuer shall within 30 days from the date of appointment of the second Valuer ("determination period") determine the current market rent for the Premises as at the Market Review Date.
- (5)
 - (a) If the Valuers cannot agree on the current market rent within the determination period (in which case written submissions are to be provided to the parties as to the Valuers' reasoning) or if either or both of them fail to submit a decision within that time, the question shall be referred to a Third Valuer to be appointed jointly by the Lessor's Valuer and the Lessee's Valuer within a further 14 days from the expiry of the determination period.
 - (b) The Third Valuer shall be instructed to make his determination within 14 days from the date of his appointment and the Lessor's Valuer and Lessee's Valuer may both make written submissions to the Third Valuer.
- (6) If:
 - (a) the Lessor's Valuer and Lessee's Valuer cannot agree on the appointment of a Third Valuer; or
 - (b) a Third Valuer is appointed in accordance with clause 8.2(5(a)) but fails to make his determination within the 14 day period from the date of his appointment,then in either case the Lessor, the Lessee or the Valuer appointed by either the Lessor or Lessee may request the President of the Australian Institute to appoint a Third Valuer or a substitute Third Valuer, as the case may be, to determine the current market rent.
- (7) The amount determined by any Third Valuer is the current market rent applicable as at the Market Review Date.
- (8) The determination of any Third Valuer is final and binding on the parties.
- (9) The cost and fees of the Third Valuer and all costs and fees for any valuations by the Third Valuer must be borne equally by the parties.

- (10) In making any determination of the current market rent as at the Market Review Date any Valuer appointed under this clause 8.2 must determine the current market rent of the Premises based on vacant possession as at the Market Review Date and will be deemed to be acting as an expert and not an arbitrator and must disregard:
- (a) any goodwill attributable to the Lessee's business or the Lessee's fittings installed in the Premises or any other interest created in the Premises by the Lessee;
 - (b) any special interest of the Lessee including the fact that the Lessee is a sitting tenant;
 - (c) any breaches of the Lease (if any) by the Lessee or the Lessor;
 - (d) any naming rights the Lessee may have in respect of the Premises;
 - (e) any sub-lease agreement or arrangement not approved in writing by the Lessor;
 - (f) any other use that may be permitted by law;
 - (g) any increase in the value of the Building above the original construction cost, unless specific additional works have been carried out by the Lessor at the Lessee's request;
 - (h) any Building erected on the Premises by the Lessee; and
 - (i) any incentives or concessions required to secure a tenant,
- but must have regard to the following:
- (j) the terms and conditions of this Lease;
 - (k) the Permitted Use of the Premises;
 - (l) the rental value of comparable premises in comparable locations; and
 - (m) rental concessions and other benefits that are frequently or generally offered to prospective lessees of unoccupied premises of a comparable nature.
- (11) Unless and until the determination of the Base Rent has been made pursuant to this clause 8.2:

- (a) the Lessee must continue to pay to the Lessor monthly on account of Base Rent amounts equal to the monthly rental payable by the Lessee prior to the Market Review Date;
- (b) any variation in the Base Rent payable as the result of this clause 8.2 must take effect on and from the Market Review Date; and
- (c) where the Base Rent under this clause 8.2 is determined after the Market Review Date then within 20 Business Days of the date of any determination of the Rent the Lessee must pay to the Lessor all outstanding amounts of Base Rent or the Lessor must credit the Lessee all overpaid amounts of the rent (as the case may be) due as the result of any determination. Outstanding amounts will be deemed to be due and payable to the Lessor at the expiration of the 20 Business Day period and which amounts must represent the difference between monthly instalments of the Base Rent so determined and the amounts paid by the Lessee under clause 8.2(11)(a).

9. RATES AND TAXES

9.1 Payment of Rates and Taxes

- (1) The Lessee covenants with the Lessor that the Lessee must pay water usage.

10. DAMAGE AND DESTRUCTION

10.1 Abatement

If, subject to clause 10.7:

- (1) the Premises are wholly or substantially destroyed or damaged rendering the Premises substantially unfit for the use and occupation of the Lessee in accordance with this Lease; or
- (2) having regard to the nature and location of the Premises and the normal means of access to it, the Premises are rendered wholly or substantially inaccessible,

then the Base Rent and any other moneys payable by the Lessee under this Lease or a proportionate part of the same as determined under clause 10.3 must abate and, subject to clause 10.2, all or any remedies for recovery of such

moneys falling due after the date of such inaccessibility must be suspended until the Premises have been reinstated or made accessible to the Lessee.

10.2 Reinstatement by Lessor

- (1) Within 10 Business Days of any damage, destruction or inaccessibility referred to in clause 10.1 the Lessee may serve upon the Lessor notice in writing that the Premises have been damaged, destroyed or rendered inaccessible.
- (2) The Lessor must, by notice in writing to the Lessee served within 15 Business Days of receipt of the Lessee's notice served under paragraph (1):
 - (a) elect to reinstate the Premises within a reasonable time (having regard to the nature and extent of the damage or destruction of the Premises); or
 - (b) elect to restore the access to the Premises within a reasonable time, (having regard to the nature of the inaccessibility); or
 - (c) if the nature of the damage, destruction or inaccessibility is such as to make it impractical or undesirable for the Lessor (in the Lessor's reasonable opinion) to reinstate the Premises or reinstate or restore access to the Premises (as the case may be), terminate this Lease and at the expiration of that notice the Lessee must deliver up the Premises in accordance with its obligations under clause 17 and this Lease will be at an end.

Nothing in this clause shall oblige the Lessor to reinstate the Premises if the damage, destruction or inaccessibility occurs in the last 20% of the term of the Lease, unless, subject to paragraph (2)(c) above, the Lessee has exercised any option under the Lease.

- (3) The Lessee may not terminate this Lease if the Lessor serves a notice in accordance with either paragraph (1) or paragraph (2) of clause 10.2, unless the Lessor does not, within a reasonable time after service of the Lessor's notice under clause 10.2 (having regard to the nature of the damage or destruction or inaccessibility), reinstate the Premises or restore access to the Premises (as the case may be).
- (4) if the Lessor fails to reinstate or restore access to the Premises (as the case may be) within a reasonable time after service of the Lessor's notice under clause 10.2 (having regard to the nature of the damage or destruction or inaccessibility), the Lessee may terminate this Lease by giving 10 Business

Days notice and at the expiration of that notice this Lease will be at an end unless the Premises have been reinstated or access restored (as the case may be) before the expiration of that 10 Business Days notice.

10.3 Determination of Rent Abatement

- (1) Within 10 Business Days of the damage, destruction or inaccessibility the Lessee shall notify in writing the Lessor of the amount of the Base Rent and other moneys payable by the Lessee under this Lease which should reasonably be abated according to the nature and extent of the damage, destruction or inaccessibility. If the Lessee does not so notify the Lessor, the Lessor may determine the amount of the abatement by serving written notice on the Lessee specifying the amount.
- (2) The Lessor (or the Lessee, as the case may be) may dispute the amount of the abatement notified by the Lessee (or the Lessor, as the case may be) by serving written notice of such dispute within 5 Business Days of the date of service Lessee's notice under paragraph (1) above, whereupon the procedures set out in following paragraphs shall apply. If the Lessor does not so serve such notice of dispute, the Lessor shall be deemed to have accepted the Lessee's determination.
- (3) If the Lessor and the Lessee cannot agree upon an amount of abatement within 5 Business Days of service of the Lessor's notice of dispute under paragraph (2), either party may request the President of the Australian Institute to appoint (within 5 Business Days of such request) a valuer to determine the amount of abatement, having regard to the nature and extent of the damage, destruction or inaccessibility.
- (4) The valuer appointed under paragraph (3) shall be instructed to make his determination within 10 Business Days from the date of his appointment and both the Lessor and the Lessee may make written submissions to the valuer.
- (5) The amount determined by the valuer shall be the amount of the abatement as of the date on which the damage, destruction or inaccessibility occurred until the date of reinstatement.
- (6) The determination of the valuer is final and binding on the parties.
- (7) The cost and fees of the valuer must be borne equally by the parties.
- (8) In making any determination of the amount of the abatement, the valuer in its absolute discretion may take into consideration all such factors which are relevant and disregard such factors which are not relevant in making such

determination.

- (9) Unless and until the determination of the abatement amount, the amount of abatement which shall apply shall be the median of the amount determined by the Lessee and the amount determined by the Lessor.
- (10) Following a termination of this Lease pursuant to any provision of this Part 10, both parties must promptly pay or refund (as the case may be) any Rent and other moneys payable under this Lease up to the date of termination.

10.4 Compulsory Acquisition

- (1) If during the Term the whole or any part of the Premises is resumed or compulsorily acquired by any Government Agency then the Lessee may terminate this Lease within 2 months of the date on which the Government Agency resumes or compulsorily acquires the whole or any part of the Premises and such termination must take effect as at the date of resumption or compulsory acquisition.
- (2) If more than 20% of the available car parking space forming part of the Premises as at the Commencement Date is resumed or compulsorily acquired by any Government Agency then the Lessee may terminate this Lease by written notice to the Lessor within 2 months of the date of the resumption or compulsory acquisition and such termination must take effect as at the date of resumption or compulsory acquisition.
- (3) If the Lessee does not elect to terminate this Lease then the Rent and any other moneys payable by the Lessee under this Lease must be adjusted on an equitable basis taking into account the relative value of the portion taken as compared to the portion remaining.

10.5 Antecedent Rights

No liability will attach to either party by reason of termination of this Lease pursuant to clause 10.1 and clause 10.2, but any such termination must be without prejudice to the rights of either party in respect of any antecedent breach or non-observance of any covenant or provision of this Lease.

10.6 Dispute Resolution

Any dispute arising under this clause 10 must be determined by a member of the Australian Institute appointed by the President or other principal officer for the time being of the Australian Institute. The member so appointed must in making his determination act as an expert and not as an arbitrator and his determination will be final and binding on both parties. The cost of any such determination will

be borne by both parties in equal shares unless the member otherwise decides.

10.7 Exceptions

Clauses 10.1, 10.2 and 10.3 will not apply to the extent that:

- (1) the damage or destruction was caused by or contributed to, or arises from any wilful or wrongful act or omission of the Lessee or the Lessee's employees; or
- (2) an insurer under any policy effected by the Lessee or the Lessor refuses indemnity or reduces the sum payable under the policy because of any act or default of the Lessee or the Lessee's employees.

11 SERVICES AND OUTGOINGS

11.1 Electricity, Gas and Other Services

The Lessee must pay all accounts when they become due and payable in respect of the supply of any gas, electricity, telephone, water, water usage and waste disposal or other services for the Premises requested by the Lessee.

12. ASSIGNMENT AND SUBLETTING

12.1 Lessee not to Assign or Sublet

Subject to clauses 12.2 and 12.3, the Lessee must not assign sublet or part with possession of the Premises.

12.2 Assignment and Subletting Permitted

The Lessee must not assign or sublet the whole or any part of the Premises without first making a written request to the Lessor and obtaining the prior consent in writing of the Lessor provided such consent must not be unreasonably refused or withheld if:

- (1) the Lessee is not then in default under this Lease and in particular in the payment of any Base Rent and other moneys or if it is that default has been waived or excused by the Lessor in writing to the Lessee;
- (2) the Lessee proves to the reasonable satisfaction of the Lessor that the incoming tenant is a respectable, responsible and solvent person having a good reputation for and capable of adequately carrying on the business permitted under clause 15.1;

- (3) the Lessee procures the incoming tenant and any guarantor to execute at the Lessees cost and expense a deed in a form reasonably required by the Lessor to duly perform and observe all the Lessees covenants and obligations under this Lease;
- (4) the Lessee procures the incoming tenant to provide in favour of the Lessor such guarantee as may be reasonably required by the Lesser in a form reasonably acceptable to the Lessor of the obligations and covenants of the incoming tenant: and
- (5) the Lessee pays the Lessor's reasonable legal costs and disbursements of and incidental to the giving of its consent.

12.4 Lessor's Consent

The Lessor must deal expeditiously with a request for consent. If the Lessee has complied with the provisions of clause 12.4 and the Lessor fails to give the Lessee written notice that the Lessor either consents to the assignment within 20 days after receipt of the Lessee's written request for consent, then the Lessor is deemed to have consented to the Assignment.

13. INSURANCE

13.1 Public Risk and Other Insurance

The Lessee must at all times during the Term and any holding over period keep current:

- (1) an adequate Public Risk Insurance Policy in an amount of not less than \$20,000,000.00 or such greater amount as the Lessor may reasonably nominate in writing;
- (2) Workers Compensation Insurance (including cover for unlimited common law liability) for all persons employed by it and with respect to whom death or bodily injury claims could be asserted against the Lessor; and
- (3) insurance in respect of the Lessee's Fittings for their full insurable replacement value for all usual risks and taking into account the Permitted Use with a reputable insurance company.

13.2 Payment and Production of Insurance Policies

The Lessee must pay all premiums and other moneys payable in respect of the Lessees insurances whenever they become due and payable and will if

requested by the Lessor in writing produce to the Lessor certificates of currency in respect of any policy of insurance which the Lessee is required to effect under clause 13.1.

13.3 Application of Insurance Proceeds

Unless agreed in writing to the contrary or unless otherwise provided in this Lease, the proceeds of the insurance policies effected under clause 13.1(3) shall be applied in rebuilding the Premises and fitting them out so that the Lessee may continue with the Permitted Use as soon as possible.

13.4 Building Insurance

The Lessor must at all times during the Term and any holding over period keep current insurance in respect of the Building for its full insurable replacement value for all usual risks with a reputable insurance company.

14. INDEMNITIES

14.1 Indemnity by the Lessee

The Lessee indemnifies and holds the Lessor harmless from and against all Claims arising from the negligence or wilful misconduct of the Lessee in or about the Premises except to the extent caused by the Lessor's negligence or wilful misconduct.

14.2 Indemnity by the Lessor

The Lessor indemnifies and holds the Lessee harmless from and against all Claims arising from the negligence or wilful misconduct of the Lessor in or about the Premises except to the extent caused by the Lessee's negligence or wilful misconduct.

15. USE OF PREMISES

15.1 Permitted Use

The Lessee must not use the Premises nor permit or suffer them to be used for any purpose other than the Permitted Use.

15.2 Access

The Lessor consents to the Lessee and persons authorised by the Lessee entering and using the Premises 24 hours a day 7 days a week unless prohibited by law. The Lessee is permitted to trade from the premises at all times permitted

by law.

15.3 Nuisance

The Lessee must not carry on nor do nor suffer nor permit its invitees to suffer, permit, carry on or do:

- (1) any noxious, immoral, noisome, offensive or illegal trade, business, occupation, calling or other activity; or
- (2) anything,

which does or may cause annoyance, nuisance, grievance, damage or disturbance to any owner of any adjoining or neighbouring land or building.

15.4 Infectious Disease

If actually known to the Lessee or if the Lessee is notified, if any infectious disease occurs in the Premises, the Lessee must:

- (1) promptly notify: and
- (2) at its own expense fumigate, disinfect or treat the Premises as directed by; and
- (3) otherwise comply with any other lawful and reasonable requests of, the Lessor and applicable Government Agency.

15.5 Requirements of Government Agencies

The Lessee must comply promptly with:

- (1) any Law in respect of:
 - (a) the premises or their use;
 - (b) the business carried on at the Premises; or
 - (c) any improvements, machinery, plant, equipment, fixtures, fittings or furnishings erected on the Premises; and
- (2) any requirements, notices or orders of any Government Agency having jurisdiction or authority in respect of:

- (a) the Premises;
- (b) the use of the Premises;
- (c) the business carried on at the Premises; or
- (d) the Lessee's Fittings.

15.6 Structural Alterations

The Lessee is not required pursuant to clause 15.4 to effect structural maintenance, replacement, repair, alterations or additions to the Premises, unless it is required- as a result of the particular use of the Premises by the Lessee or the wilful or wrongful act or omission of the Lessee.

15.7 Lessor's Right to Enter

The right is reserved to the Lessor by itself and all those authorised by it to enter the Premises at reasonable times upon giving to the Lessee prior written notice of at least 24 hours (except in the case of an emergency when no notice will be required) with workmen and others and all necessary materials and appliances for the purpose of:

- (1) complying with the terms of any present or future legislation affecting the Premises or any notice served upon the Lessor or Lessee by any Government Agency; or
- (2) the carrying out of any repairs, alterations or works which the Lessor is required to carry out under the terms of this Lease; and
- (3) showing the Premises to prospective purchasers or mortgagees,

PROVIDED THAT in exercising its rights under this clause 15.7 the Lessor must cause as little inconvenience to the Lessee as is practicable in the circumstances and must repair immediately any damage to the Premises caused by the Lessor.

15.8 Occupational Health & Safety

- (1) The Lessee acknowledges and agrees that for the purposes of the *Occupational Health and Safety Act, 1983 (NSW)* (the Act) the Lessee has the control of the Premises and all plant and substances within the Premises,
- (2) The Lessee releases and indemnities the Lessor from and against any obligation or liability of the Lessor arising from a breach of paragraph (1).

15.9 Community Management Statement

The Lessee must comply with and observe the terms of the Community Management Statement applicable under the Community Plan,

15.10 Amendments to the Community Management Statement

The Lessor must confer with the Lessee before changing or agreeing to change any terms of the Community Management Statement. The Lessor must not agree to any changes to the Community Management Statement which adversely affect the use and occupation of the Premises without the prior written consent of the Lessee, unless required to do so by Law or by a Government Agency.

16. MAINTENANCE, REPAIR AND ALTERATIONS

16.1 Maintenance and Repair

The Lessee must keep the Premises (including the Lessee's Fittings) in good repair, order, condition and appearance. The Lessee must maintain all plant and equipment including air conditioning and essential services. The Lessee agrees to maintain and service the air conditioner every 6 months.

The Lessor will ensure that all fire safety equipment in the premises are compliant and in good working order prior to occupation by the Lessee. The Lessee, at the Lessee's cost, shall maintain all essential services/fire safety equipment (included but not limited to emergency/exit lights, fire extinguishers, fire hose reels and fire hydrants) within the premises in accordance with relevant legislation including the annual provision of a fire safety statement if required.

16.2 Alterations

The Lessee must not make any alterations, additions or improvements or repairs to the Building or the Premises without obtaining the Lessor's prior written consent. The Lessee must submit all tenancy fitout plans to the Lessor for approval prior to the commencement of any works on site. All works undertaken are to be in accordance with the plans approved by the Lessor. The Lessee shall be responsible for all costs associated with any fit out works including but not limited to any relocation of air conditioning, air conditioning vents, fire equipment and egress signing.

16.3 Cleaning

The Lessee must keep the Premises clean and free of refuse, vermin and pests

and comply with the Lessor's reasonable orders in connection with cleansing and refuse storage and disposal.

16.4 Grounds

This clause has been deleted by agreement.

16.5 Lessor's Maintenance, Repairs and Alterations

The Lessor must keep, maintain and replace:

- (1) the Building in sound structural condition;
- (2) foundations, exterior paint, plumbing system, electrical system, services to the Premises, sprinkler mains, roof, roof membrane, roof covering and load bearing walls, floors, slabs and masonry walls.
- (3) **EXCEPTING:**
 - (a) any costs which are paid directly or reimbursed by the Lessee pursuant to another provision in this Lease:

17. LESSOR'S COVENANTS

17.1 Quiet Enjoyment

The Lessor covenants that the Lessee may peaceably hold and enjoy the Premises during the Term without any interruption or disturbance by the Lessor or any Person rightfully claiming through the Lessor.

18. PARKING

Included within the Premises is the use of the dedicated car parking spaces, as stated in Item 11. The Lessee may mark the reserved parking area with signs saying 'Reserved Parking Nutrition Warehouse/Subway Only' and shall keep the car spaces marked in the manner required by the local authority.

19. SIGNAGE

The Lessee may install signage on the street covering 2/3 (two thirds) of the available street signage area.

PROVIDING THAT the Lessee first obtains all necessary approvals, consent, permits and licences from all relevant Government Agencies and complies with all conditions of such approvals, consents, permits and licences and all laws,

20. TERMINATION OF LEASE

20.1 Expiration of the Term

The Lessee must at the expiration or sooner determination of the Term yield up the Premises in the condition referred to in clause 16.1.

20.2 Removal of Fixtures and Fittings

The Lessee may within 5 Business Days after the determination of the Term whether by effluxion of time or otherwise remove from the Premises all fixtures and fittings which have been erected or installed by the Lessee during or prior to the Term provided that the Lessee must leave the Premises in a clean and tidy condition.

20.3 Fixtures and Fittings Not Removed by the Lessee

Any Fixtures or fittings not removed by the Lessee will be deemed abandoned by

the Lessee and become the absolute property of the Lessor.

20.4 Alterations to the Building

Notwithstanding clause 20.2, the Lessee may at the cost and expense of the Lessee within 5 Business Days after the determination of the Term whether by effluxion of time or otherwise make physical changes in the construction and features of the building erected on the Premises which distinguishes it as a Nutrition Warehouse Pty Ltd operation so as to remove its identifying trade image including without limitation the Lessee may remove the roof letters, other trade marks, panels and any pylon sign provided that the Lessee must leave the Premises in a clean and tidy condition.

21. DEFAULT

21.1 Events of Default

If:

- (1) the Rent or any other moneys owing by the Lessee to the Lessor is due and unpaid for 10 Business Days;
- (2) the Lessee breaches any of the Lessee's material covenants and fails to comply with a written notice to rectify same within 20 Business Days;
- (3) any assignment is made of the property of the Lessee for the benefit of creditors;
- (4) the Lessee, being a company, enters into liquidation (whether voluntary, compulsory or provisional) but excluding any voluntary liquidation for the purpose of reorganisation, or is wound-up or dissolved, or enters into a scheme of arrangement for creditors, or is placed under official management, or a receiver and/or manager of any of its assets is appointed; or
- (5) the Lessee fails or refuses to carry out any repairs properly required by any notice within the time specified in the notice,

then the Lessee shall be deemed to have made default and the Lessor may exercise any of the Lessor's rights under clause 21.2.

21.2 Lessor's Rights

The Lessor's rights are to:

- (1) re-enter the Premises or any part in the name of the whole and to have again, repossess and enjoy the same as of its former estate:
 - (a) despite anything contained in the Lease; and
 - (b) without prejudice to any action or remedy which the Lessor has or might or otherwise could have against the Lessee;
- (2) recover interest:
 - (a) compounded on quarterly rests;
 - (b) from the due date until payment in full of the relevant moneys;
 - (c) at the default rate; and
 - (d) without prejudice to the other rights of the Lessor under the Lease;
- (3) recover all Rent up to the date of termination; and
- (4) terminate the Lease by giving written notice to the Lessee from the date such notice is delivered.

21.3 Lessor's Obligations Prior to Exercise of Rights

- (1) The Lessor must not:
 - (a) re-enter the Premises; or
 - (b) determine, forfeit or require a surrender of the Lease or the Term,unless the Lessor first gives written notice to the Lessee of the particular breach of the Lessee's covenants on which the Lessor relies.
- (2) The Lessor must:
 - (a) not rely on the breach in the notice under clause 21.3(1) as a ground for re-entry, determination, forfeiture or requiring surrender; and
 - (b) be deemed to have waived that breach so that the Lease continues in

full force and effect as if no such breach had occurred,

if the Lessee:

- (c) in respect of a breach remediable by payment of moneys, pays the Lessor all money necessarily to remedy the breach within 10 Business Days of service of that notice;
- (d) in respect of a breach remediable other than by payment of money:
 - (i) gives the Lessor a written undertaking within 10 Business Days of receipt of that notice, to remedy the breach; and
 - (ii) remedies it within a reasonable time having regard to the nature and extent of the breach.

(3) This clause operates:

- (a) despite anything expressed or implied in the Lease, but
- (b) without prejudice to any other provision of this clause 21.

21.4 Lessor to Mitigate Damages

The Lessor must take all reasonable and proper steps to mitigate any loss or damage under the Lease.

21.5 Lessor may Rectify

The Lessor may, but shall not be obliged to, remedy with reasonable prior written notice (except in an emergency) any default by the Lessee under this Lease, and whenever the Lessor so elects all reasonable costs incurred by the Lessor (including legal costs and expenses) in remedying a default shall constitute a liquidated debt and shall be paid by the Lessee to the Lessor on demand.

21.6 Waiver

- (1) **No waiver.** The Lessor's failure to take advantage of any default or breach of covenant on the part of the Lessee shall not be or nor shall it be construed as a waiver of it, nor shall any custom or practice which may grow up between any of the parties in the course of administering this Lease be construed to waive or to lessen the right of the Lessor to insist upon the timely performance or observance by the Lessee of any covenant or condition of this Lease or to exercise any rights given to the Lessor in respect of any such default.

- (2) **Waiver of individual default:** A waiver by the Lessor of a particular breach or default shall not be deemed to be a waiver of the same or any other subsequent breach or default.
- (3) **Acceptance or demand for Rent not waiver:** The demand by the Lessor for, or subsequent acceptance by or on behalf of the Lessor of, Rent or any other moneys payable under this Lease shall not constitute a waiver of any earlier breach by the Lessee of any covenant or condition of this Lease, other than the failure of the Lessee to make the particular payment or payments of Rent or other moneys so accepted, regardless of the Lessor's knowledge of any earlier breach at the time of acceptance of such Rent or other moneys.

21.7 Interest on Overdue Moneys

- (1) **Interest:** The Lessee will pay to the Lessor interest at the default rate on any Rent or other moneys due by the Lessee to the Lessor on any account whatever (including all moneys or costs which are expressed to be payable or reimbursable to the Lessor upon demand) but unpaid for 15 Business Days pursuant to this Lease.
- (2) **Rate:** Rent or moneys falling due for payment but unpaid as a result of consecutive breaches of the same covenant shall bear interest at the default rate as described in Item 10 of the Reference Schedule.
- (3) **Conditions:** Any interest payable under this Lease shall:
 - (a) accrue from day to day;
 - (b) be capitalised on the last day of each month;
 - (c) be payable on the first day of each month where an amount arose in the preceding month or months;
 - (d) be computed from the due date for payment of the Rent or other moneys (as appropriate) until payment of such Rent or other moneys in full; and
 - (e) be recoverable in the same manner as Rent in arrears.

21.8 Damages for Breach

The Lessee agrees that:

- (1) **repudiation:** if the Lessee's conduct (whether by act or omission) constitutes a repudiation of this Lease (or of the Lessee's obligations under this Lease), or constitutes a breach of any of the covenants of this Lease, or the Lessor elects to treat any default as a repudiation of this Lease the Lessee shall compensate the Lessor for all reasonable damages suffered in respect of any such repudiation or breach;
- (2) **costs of repudiation:** the Lessor shall be entitled to recover costs from the Lessee reasonable damages incurred by the Lessor in respect of repudiation or breach of covenant for the damage suffered by the Lessor for the Term;
- (3) **Lessor's entitlement to damages:** the Lessor's entitlement to recover damages from the Lessee or any other person shall not be limited for any reason or affected by any of the following:
 - (a) **abandonment:** if the Lessee abandons or vacates the Premises;
 - (b) **termination:** if the Lessor elects to re-enter the Premises or terminate this Lease;
 - (c) **repudiation:** if the Lessor accepts the Lessee's repudiation; or
 - (d) **conduct:** if the parties' conduct (or that of any of their servants or agents) constitutes or may constitute a surrender by operation of Law.

21.9 Lessor may Institute Proceedings at any Time

The Lessor shall be entitled at any time in the Lessor's absolute discretion to institute legal proceedings claiming damages against the Lessee in respect of the Term, including the period before and after the repudiation, abandonment, termination, acceptance of repudiation or surrender by operation of Law referred to in clause 21.8, whether the proceedings are instituted either before or after such conduct.

21.10 Termination by the Lessee

Subject to clause 21.12 the Lessee may terminate the Lease if:

- (1) all or part of the Premises are resumed or compulsorily acquired;

- (2) 10% of the available car parking space is resumed or compulsorily acquired;
- (3) the Lessor alters the Building without the consent of the Lessee and the change materially affects access to the Premises, visibility of the Premises or the number of car spaces near the Premises;

by giving written notice to the Lessor from the date such notice is delivered, PROVIDING THAT such termination shall be without prejudice to the rights to any action or remedy which the Lessor has or might or otherwise could have against the Lessee, including the right to recover all moneys payable by the Lessee up to the date of termination,

21.11 Restoration by Lessor

If the Lessee does not elect to terminate this Lease then the Lessor must at its own cost and as soon as reasonably possible restore the remaining part of the Premises to like quality and character as existed prior to the resumption or compulsory acquisition and the Rent and any other moneys payable by the Lessee under this Lease must be adjusted on an equitable basis taking into account the relative value of the portion taken as compared to the portion remaining.

22. NOTICES

22.1 Contacts

- (1) The Lessor and the Lessee each must nominate a person to contact about matters arising under the Lease.
- (2) The person nominated by the Lessor must be:
 - (a) the person named in Item 7 of the Reference Schedule;
 - (b) such other person as the Lessor nominates in writing to the Lessee from time to time.
- (3) The person nominated by the Lessee must be:
 - (a) the person named in Item 8 of the Reference Schedule;
 - (b) such other person as the Lessee nominates in writing to the Lessor from time to time.

22.2 Execution of Notice

Any notice, or other document in writing served or given by the Lessor or the Lessee under the Lease will be valid and effectual if signed by:

- (1) a director or secretary or attorney or solicitors for the time being of the party giving the notice; or
- (2) any other person or persons nominated from time to time respectively by the Lessor or by the Lessee to the other,

22.3 Service of Notice on Lessee

Any notice required to be served or which the Lessor may elect to serve on the Lessee must be sufficiently served if:

- (1) served personally or left addressed to the Lessee at:
 - (a) the address stated in item 8 of the Reference Schedule; or
 - (b) such other address as the Lessee notifies in writing to the Lessor;
- (2) sent by facsimile to the Lessee's facsimile:
 - (a) stated in item 8 of the Reference Schedule; or
 - (b) notified in writing to the Lessor;
- (3) forwarded by prepaid Registered Mail addressed to the Lessee at the address identified under clause 22.3(1).

22.4 Service of Notice on Lessor

Any notice required to be served or which the Lessee may elect to serve on the Lessor must be sufficiently served if:

- (1) served personally or left addressed to the Lessor at:
 - (a) the address stated in Item 7 of the Reference Schedule;
 - (b) such other address as the Lessor notifies in writing to the Lessee;
- (2) sent by facsimile machine to the Lessor's facsimile machine:

- (a) stated in Item 7 of the Reference Schedule; or
- (b) notified in writing by the Lessee;
- (3) forwarded by prepaid Registered Mail addressed to the Lessor at the address identified under clause 22.4(1).

22.5 Time of Service

Any notice sent:

- (1) personally must be deemed to be given by the sender and received by the addressee when delivered to the addressee;
- (2) by prepaid Registered Mail must be deemed to be given by the sender and received by the addressee 3 Business Days from and including the date of postage;
- (3) by facsimile machine must be deemed to be given by the sender and received by the addressee at the time and on the day that:
 - (a) the whole of the said notice or communication has been transmitted from the sending facsimile machine; and
 - (b) the answer back of the receiving machine has been received by the sending machine;

but if the delivery or receipt is on a day which is not a Business Day or is after 5:00 pm (addressee's time) it is deemed to be duly given on the succeeding Business Day.

23. GENERAL

23.1 Lessee to Pay Costs and Disbursements

The Lessee must pay:

- (1) all stamp duty (including penalties and fines other than penalties and fines due to the default of the Lessor), registration fees; and
- (2) all the Lessor's reasonable legal and other costs charges and expenses or which the Lessor may reasonably suffer or incur in consequence of and incidental to:
 - (a) any assignment subletting or similar arrangement; and

- (b) any surrender or termination of the Lease otherwise than by effluxion of time; and
- (c) in case of default by the Lessee, in observing or performing any of the Lessee's covenants.

23.2 No Partnership, etc.

- (1) Nothing contained in the Lease will be deemed or construed by the Lessor or the Lessee or by any third party as creating the relationship of:
 - (a) partnership;
 - (b) principal and agent; or
 - (c) joint venture.
- (2) No relationship between the Lessor and the Lessee other than that of Lessor and Lessee upon the conditions and provisions in the Lease will be created by:
 - (a) the method of computation of Rent;
 - (b) the payment of any money under the Lease;
 - (c) any other condition or provision in the Lease; or
 - (d) any act of the Lessor or the Lessee.

23.3 Governing Law

- (1) This Lease is governed by the laws of New South Wales and the Commonwealth of Australia.
- (2) The Lessor and the Lessee submit to the non-exclusive jurisdiction of the Courts of New South Wales.

23.4 For sale sign

The Lessee will permit the Lessor to affix or exhibit on the exterior of the Premises a 'For Sale' sign provided that such sign:

- (1) does not diminish the visibility of the Lessee's signs erected in accordance with Part 19;
- (2) does not disclose any of the terms and conditions of this Lease; and
- (3) clearly states that only the freehold is offered for sale subject to the Lessee's tenancy.

23.5 Waiver

The failure of either the Lessor or the Lessee to insist upon strict performance by the other of any of the covenants, conditions and agreements of this Lease must not be deemed a waiver of any subsequent breach or default of any of the covenants, conditions and agreement of this Lease.

24. GUARANTEE

24.1 Personal Guarantee

- (1) This clause applies if a guarantor of the Lessee is named in item 9 in the schedule and has signed or executed this Lease or, if this Lease is a renewal of an earlier Lease, the earlier Lease.
- (2) The guarantor guarantees to the Lessor the performance by the Lessee of all the Lessee's obligations (including any obligation to pay rent, outgoings or damages) under this Lease, under every extension of it or under any renewal of it or under any tenancy and including obligations that are later changed or created,
- (3) If the Lessee does not pay any money due under this Lease, under any extension of it or under any renewal out or under any tenancy the guarantor must pay that money to the Lessor on demand even if the Lessor has not tried to recover payment from the Lessee.
- (4) If the Lessee does not perform any of the Lessee's obligations under this Lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must compensate the Lessor even if the Lessor has not tried to recover compensation from the Lessee.
- (5) If the tenant is insolvent and this Lease or any extension or renewal of it is disclaimed the guarantor is liable to the Lessor for any damage suffered by the Lessor because of the disclaimer. The Lessor can recover damages for losses over the entire period of this Lease or any extension or renewal but must do every reasonable thing to mitigate those losses and try to lease the property to another Lessee on reasonable terms.

- (6) Even if the Lessor gives the Lessee extra time to comply with an obligation under this Lease, under any extension of it or under any renewal of it or under any tenancy, or does not insist on strict compliance with the terms of this Lease or any extension of it or renewal of it or of any tenancy, the guarantor's obligations are not affected.
- (7) The terms of this guarantee apply even if this Lease is not registered, even if any obligation of the tenant is only an equitable one, and even if this lease is extended by legislation.

24.2 Bank Guarantee

- (1) The Lessee to provide, on or before the execution of this Lease, a Bank Guarantee for the amount specified in Item 13 and at the determination of each review of the rent provide a replacement Bank Guarantee or additional Bank Guarantee (as appropriate) so that the total amount guaranteed bears to the rent payable from each date of review the same proportion as the amount specified in Item 13 bears to the rent as at the Rent Commencement Date.
- (2) The Lessee must ensure at all times that any Bank Guarantee is kept current and enforceable and where the Lessor makes demand on any Bank Guarantee, provide a replacement Bank Guarantee equal to the amount from time to time properly claimed by the Lessor.
- (3) If the Lessee breaches or fails to comply with any of the Lessee's obligations under this Lease, the Lessor may, without limiting any other available remedy, demand payment under the Bank Guarantee to recover the whole or any part of any loss suffered as a result of the Lessee's default.
- (4) If the Lessee fails to provide the Bank Guarantee on or before execution of the lease or at any later date within 20 business days of being requested to do so by the Lessor, the Lessee is in default under the Lease and the Lessor may exercise its rights under Clause 21.2.

REFERENCE SCHEDULE

ITEM 1: Premises:

Part of the land comprised in Certificate of Title Folio identifier 6/270162 known as 1/210 Princes Highway, Fairy Meadow NSW 2519.

ITEM 2: Lease Commencement Date:

14 August 2018.

ITEM 3: Lease Termination Date:

13 August 2021.

ITEM 4: Term:

3 years

ITEM 5: Option of Renewal:

1 Option of Renewal of three years.

ITEM 6: Base Rent:

\$64,896.00 per annum (plus GST).

The Lessor agrees that the rent for the first two months of the first year of the initial term only shall be reduced from \$5,948.80 per month to \$2,974.40 per month (inclusive of GST).

ITEM 7: Lessor's Contact:

Mrs Jennifer Mokdessi
16 Seventh Avenue
JANNALI NSW 2226
Tel No: (02) 9589 1773
Fax No: (02) 9589 1704

ITEM 8: Lessee's Contact:

Mr Grant Mayo
P O Box 176
UPPER COOMERA QLD 4209.
Tel No: 1300 837 785

ITEM 9: Not applicable.

ITEM 10: Default Rate:

Ten (10) %.

ITEM 11: Car parking Spaces

Access to but not exclusive use of 11 dedicated car parking spaces.

ITEM 12: Rent Commencement Date

14 August 2018.

ITEM 13: Bank Guarantee or Security Deposit

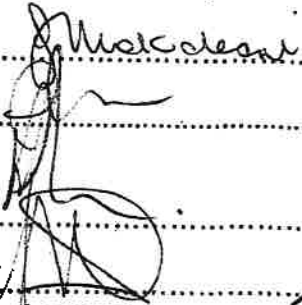
Unconditional Bank Guarantee or security deposit equivalent to two month's rent plus GST (\$11,897.60).

THIS IS THE EXECUTION PAGE OF ANNEXURE 'A' OF THE LEASE BETWEEN
JENNIFER LEIGH MOKDESSI, LISA ROSE MOKDESSI, KATHRYN LEIGH SIOUTOS
& CHRISTOPHER CHEHAIDIE MOKDESSI (AS LESSOR)
AND
NUTRITION WAREHOUSE PTY LIMITED ACN 128 438 755 (AS LESSEE)

Dated: 30 July 2018

We certify this dealing correct for the purposes of the Real Property Act 1900.


Signature of Witness
DONALD R. SMITH
Name of Witness


Lessors

Executed by NUTRITION WAREHOUSE)
PTY LIMITED ACN 128 438 755)
In accordance with Section 127 of the)
Corporations Act 2001:-)


Grant Mayo
Sole Director

EASTERS & ASSOCIATES PTY. LTD.
ACN 002 086 072

SURVEYORS REGISTERED UNDER
THE SURVEYORS ACT, 1923.

D.A. JOLLI & SON L.S. MARSHALL



118 Connaught Street,
Wollongong, 2500
Phone: (02) 4226 9811
Fax: (02) 4226 2513

P.O. BOX 1287
WOLLONGONG, 2500
DK 2784d Wollongong Court

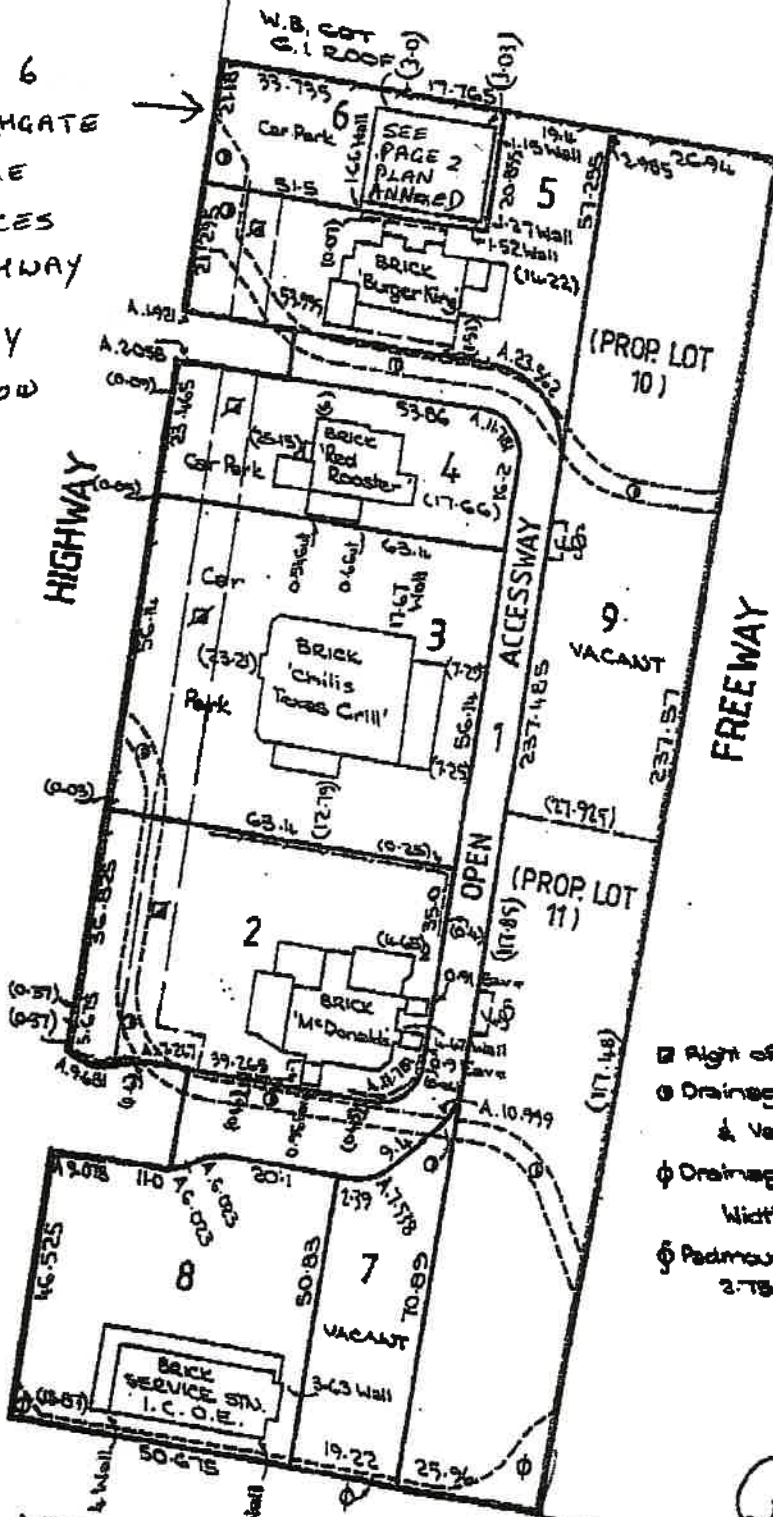
45127

TO ACCOMPANY MY REPORT DATED 12 NOVEMBER, 1998

PAGE 1 OF
PLAN

LOT 6
NORTHGATE
CENTRE
PRINCES
HIGHWAY
FAIRY
MEADOW

PRINCES



- Right of Carriageway 6 Wide
- Drainage Easement 3.3 Wide
& Variable Width
- φ Drainage Easement Variable
Width
- ⊕ Padmount Substation Easement
2.75 Wide.

WOODHILL

Malcolm

D. Jolli
SURVEYOR REGISTERED UNDER THE
SURVEYORS ACT 1923 AS AMENDED.

Page 1 of 41



THE LEASED PREMISES IS FULLY WALLED.
CARPARK

CARPAAK
(NOT TO SCALE)

PRINCES Highway

PRINCES
Macheleni

25

Page 41 of 41

STATION No.	4442
BY	Robert Egan
PERMANENT	PERMANENT
LOCATION	FRONT OF WHOLESALE & RETAIL BLDG
	FRONT WASHINGTON SIDE

[illegible]

Lodger Details

Lodger Code 501207
Name HARRISS JONES LAWYERS
Address 572 BOX RD
JANNALI 2226
Lodger Box 1W
Email KATHRYN@HJLAW.COM.AU
Reference MOKDESSI (SUBWA

For Office Use Only

AT805839

LEASE

Jurisdiction NEW SOUTH WALES

Privacy Collection Statement

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.

Land Title Reference

6/270162

Land Extent

PART OF THE LAND

Part Land Description

210A PRINCES HIGHWAY FARIY MEADOW NSW 2519 BEING PART OF THE LAND IN 6/270162 KNOWN AS LOT 6 NORTHGATE CENTRE PRINCES HIGHWAY FAIRY MEADOW AND BEING THE AREA MARKED "B" IN THE PLAN ANNEXED HERETO

Lessor

Given Name(s) LISA ROSE
Family Name MOKDESSI
Given Name(s) KATHRYN LEIGH
Family Name SIOUTOS
Given Name(s) CHRISTOPHER CHEHADIE
Family Name MOKDESSI
Given Name(s) JENNIFER LEIGH
Family Name MOKDESSI

Lessee

Name SUBWAY REALTY PTY LTD
ACN 009277374
Tenancy (inc. share) SOLE PROPRIETOR

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

Lease Details

Term 5 YEARS
Commencing Date 01/12/2023
Terminating Date 30/11/2028
Option to Renew YES
Option to Renew Period 5 YEARS
Option to Purchase NO
Rent Details
Amount 56000.00
Payment Frequency Month
Payment Terms The rent is set out in item 6 of Annexure A
Rent Description Rent of \$56,000 (excluding GST) per annum payable by monthly instalments of \$4,666.66 (excluding GST)

Conditions and Provisions

See attached CONDITIONS AND PROVISIONS

THE SUBSCRIBER VERIFIES THAT THE ATTACHED LEASE HAS BEEN SIGNED BY OR ON BEHALF OF A PERSON PURPORTING TO BE THE LESSEE.

THE LESSOR DECLARES, TO THE BEST KNOWLEDGE OF THE SUBSCRIBER, THAT REGISTRATION OF THE LEASE IS NOT PRECLUDED BY ANY OPTION OF RENEWAL/PURCHASE IN A REGISTERED LEASE.

Lessor Execution

The Certifier has taken reasonable steps to verify the identity of the lessor or his, her or its administrator or attorney.
The Certifier holds a properly completed Client Authorisation for the Conveyancing Transaction including this Registry Instrument or Document.
The Certifier has retained the evidence supporting this Registry Instrument or Document.
The Certifier has taken reasonable steps to ensure that this Registry Instrument or Document is correct and compliant with relevant legislation and any Prescribed Requirement.

Executed on behalf of	LISA ROSE MOKDESSI KATHRYN LEIGH SIOUTOS CHRISTOPHER CHEHADIE MOKDESSI JENNIFER LEIGH MOKDESSI
Signer Name	MELANIE JONES
Signer Organisation	HARRISS JONES LAWYERS PTY LTD
Signer Role	PRACTITIONER CERTIFIER
Execution Date	01/02/2024

LEASE ANNEXURE "A"

THIS IS THE ANNEXURE MARKED "A" TO THE LEASE BETWEEN JENNIFER LEIGH MOKDESSI, LISA ROSE MOKDESSI, KATHRYN LEIGH SIOUTOS & CHRISTOPHER CHEHADIE MOKDESSI (AS LESSOR) AND SUBWAY REALTY PTY LTD ACN 009 277 374 (AS LESSEE) DATED29/01/2024

This annexure consists of 7 pages.

1. The provisions of registered lease number AN562004 (**Prior Lease**) are incorporated into this Lease and apply as if set out fully herein subject to the following:
 - 1.1 The Reference Schedule in the Prior Lease is deleted and replaced with the Reference Schedule attached to this Lease Annexure.
 - 1.2 In Clause 25.10 of the Prior Lease, the words:

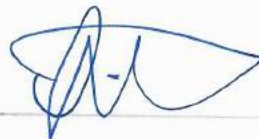
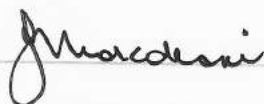
"Subway Realty Pty Limited
Level 1, 42 Amelia Street
Fortitude Valley QLD 4006."

are deleted and replaced with the following words:

"Subway Realty Pty Ltd
Level 9, 230 Brunswick Street
Fortitude Valley QLD 4006

Subway Realty Pty Ltd
PO Box 313
Fortitude Valley QLD 4006

Email: SSALeasing@subway.com"
2. The documents comprising "Page 1 of Plan" and "Page 2 of Plan" annexed to the Prior Lease are also incorporated in this Lease Annexure.
3. In all other respects the parties confirm and ratify the terms and conditions of the Prior Lease.



Chris
Rmichloss

REFERENCE SCHEDULE

ITEM 1: Premises

Part of the land comprised in Certificate of Title Folio identifier 6/270162 known as Lot 6, Northgate Centre, Princes Highway, Fairy Meadow NSW and being the area marked "B" in the plan attached hereto.

ITEM 2: Lease Commencement Date

1 December 2023

ITEM 3: Lease Termination Date

30 November 2028

ITEM 4: Term

5 years

ITEM 5: Option of Renewal

One (1) Option of Renewal of five (5) years.

ITEM 6: Base Rent

\$56,000.00 per annum (excluding GST) by monthly instalments of \$4,666.66 (excluding GST)

ITEM 7: Lessor's Contact

Jennifer Mokdessi
16 Seventh Avenue
JANNALI NSW 2226
Tel No: (02) 9589 1773
Email: jennymokdessi9@gmail.com

ITEM 8: Lessee's Contact

Mr George Kyprios
Level 9, 230 Brunswick Street
(PO Box 313)
Fortitude Valley QLD 4006
Email: ssaleasing@subway.com
Tel No: 1800 630 355

ITEM 9: Not applicable

ITEM 10: Default Rate

At the prime lending rate then charged by the Commonwealth Bank of Australia on overdraft facilities of \$100,000.00 or more.

ITEM 11: Car Parking Spaces

Access to but not exclusive use of 11 dedicated car parking spaces

ITEM 12: Deleted

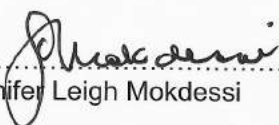
ITEM 13 Bank Guarantee or Security Deposit

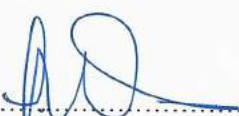
Unconditional Bank Guarantee equivalent to two months rent plus GST
(\$10,266.65)

THIS IS THE EXECUTION PAGE OF THE LEASE ANNEXURE

EXECUTION BY THE LESSORS

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


Jennifer Leigh Mokdessi


Lisa Rose Mokdessi


Christopher Chehadie Mokdessi

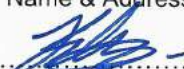

Kathryn Leigh Sioutos

I certify that I am an eligible witness and that the lessor signed this dealing in my presence:


Signature of Witness

Anne He Suann

572 Box Rd Jannali NSW 2226
Name & Address of Witness


Signature of Witness

KATHRYN HARRISS

572 Box Road, Jannali NSW 2226
Name & Address of Witness


Signature of Witness

KATHRYN HARRISS

572 Box Road, JANNALI, NSW, 2226
Name & Address of Witness


Signature of Witness

SHANNON TOWNSEND

5/49 DUET DRIVE HERMAID WATERS
Name & Address of Witness QLD 4218

**EXECUTED BY SUBWAY REALTY
PTY LTD (ACN 009 277 374) by its
duly constituted attorney**

George Kyprios
Senior Leasing Manager

.....
Name/Role

under Power of Attorney:

Book: 4779 No: 696
.....

.....
Signature

Name:

George Kyprios
Senior Leasing Manager

Office held:

21/12/23

.....
RM Schloss

Signature of Witness

Name of witness:

RENAE MICHELLE SCHLOSS

Address of witness:

SOLICITOR

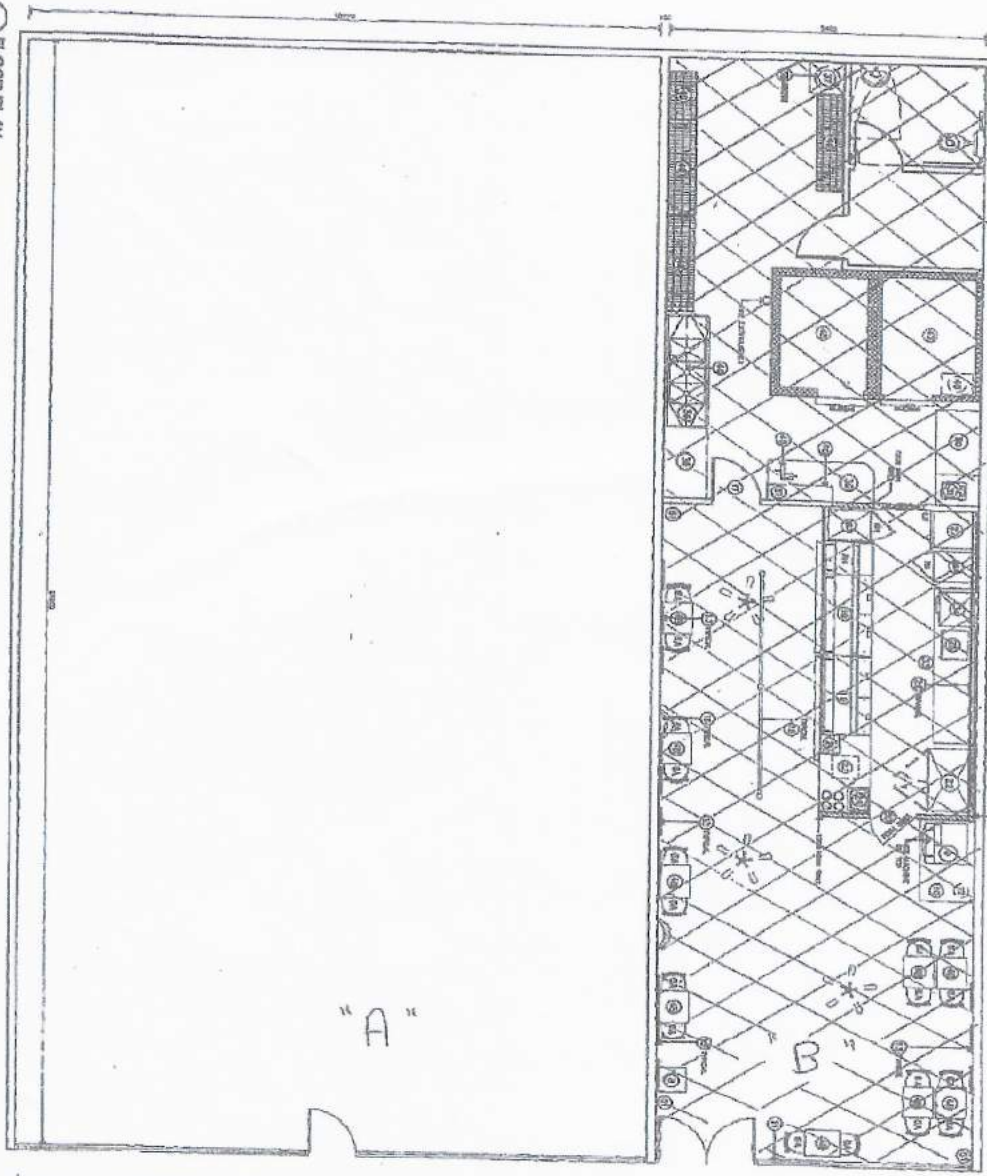
Level 9, 230 Brunswick St
Fortitude Valley QLD 4006

PAGE 2 OF PLAN

AMENDMENTS	
Issue	Description
A	Approved Plan
DATE	14/12/2023

Project: LG, NORTHGATE CENTRE, PRINCES HWY, FAIRY MEADOWS NSW	
Client:	SUBWAY
Project Title:	FLOOR PLAN
Scale:	1:50
Date:	11/11/2023
Drawn By:	NT01
Check:	A

01 FLOOR PLAN
Scale: 1:50



THE LEASED PREMISES IS FULLY WALLED.

CARPAK
(NOT TO SCALE)

PRINCES HIGHWAY

[Handwritten signatures and initials]

Page 7 of 7

STORE No.	49142
DA	DINAS DYNAS
FRANCHISEE	FRANCISCO VASQUEZ A BORGANING
LOCATION	FAIRY MEADOWS NSW

[Handwritten signature]
RM Schloss



Form: 07L
Release: 4.4

LEASE
New South Wales
Real Property Act 1900

AN562004C

PRIVACY NOTE: Section 31B of the Real Property Act 1900 (RP Act) authorises the Registrar General to collect the information required by this form for the establishment and maintenance of the Real Property Act Register. Section 96B RP Act requires that the Register is made available to any person for search upon payment of a fee, if any.

STAMP DUTY

Office of State Revenue use only

(A) TORRENS TITLE

Property leased

210a PRINCES HIGHWAY FAIRY MEADOW NSW 2519 BEING PART OF THE LAND IN
6/270162 KNOWN AS LOT 6 NORTHGATE CENTRE PRINCES HIGHWAY FAIRY MEADOW AND
BEING THE AREA MARKED "B" IN THE PLAN ANNEXED HERETO.

Plan for reference

(B) LODGED BY

Document
Collection
Box

1077F

Name, Address or DX, Telephone, and Customer Account Number if any

M + W LEGALS

123778R

Reference:

MOKDESSI

CODE

L

(C) LESSOR

JENNIFER LEIGH MOKDESSI, LISA ROSE MOKDESSI, KATHRYN LEIGH SIOUTOS &
CHRISTOPHER CHEHADIE MOKDESSI

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

(D)

Encumbrances (if applicable):

(E) LESSEE

SUBWAY REALTY PTY LTD ACN 009 277 374

(F)

TENANCY:

(G) 1. TERM FIVE (5) YEARS.

2. COMMENCING DATE 1 DECEMBER 2018.

3. TERMINATING DATE 30 NOVEMBER 2023.

4. With an OPTION TO RENEW for a period of FIVE (5) YEARS.

set out in clause 5.1 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 in clause of ANNEXURE "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. 6 of THE REFERENCE SCHEDULE.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS.

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[Handwritten signatures]

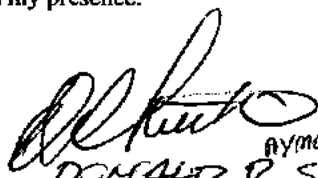
[Handwritten signature]
OFF AN562004

DATE 30/7/18

(H) I certify I am an eligible witness and that the lessor signed this dealing in my presence.
[See note* below].

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

Signature of witness:

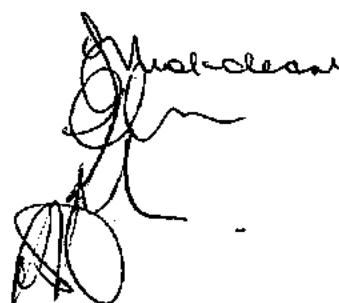

DONALD P. SMITH

Name of witness:

Address of witness:

41 FORMOSA ST. SYLVANIA

Signature of lessor:



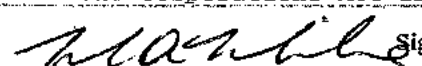
~~Certified correct for the purposes of the Real Property Act 1900 and executed on behalf of the company named below by the authorised person(s) whose signature(s) appear(s) below pursuant to the authority specified.~~

~~Company: SUBWAY REALTY PTY LTD~~

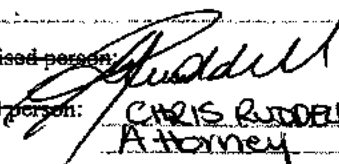
~~Authority: section 127 of the Corporations Act 2001~~

Executed by Subway Realty Pty Ltd
(ACN 009 271 374) by its duly constituted
attorney Chris Riddell, Senior Legal
Assistant, under Power of Attorney
Book No. 4744 no 222

Signature of authorised person:



Signature of authorised person:



Name of authorised person:

Michelle Milne
Justice of the Peace (Qual)

Name of authorised person:

CHRIS RIDDELL
Attorney

Office held:

Level 1, 42 AMELIA ST
FOREST VALLEY NSW 2158

Office held:

16/7/2018

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.

ALL HANDWRITING MUST BE IN BLOCK CAPITALS

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THIS AND THE FOLLOWING 40 PAGES IS ANNEXURE "A" OF THE LEASE
BETWEEN JENNIFER LEIGH MOKDESSI, LISA ROSE MOKDESSI, KATHRYN
LEIGH SIOUTOS & CHRISTOPHER CHEHAIDIE MOKDESSI (AS LESSOR)
AND
SUBWAY REALTY PTY LIMITED ACN 009 277 374
(AS LESSEE)

Dated : 30 JULY 2018

1. INTERPRETATION

1.1 Definitions

In this Lease unless there is something in the subject or context inconsistent the following expressions must have the following meanings:

"Australian Institute" means the Australian Institute of Valuers and Land Economists (Inc) NSW Division or its successor or other organisation replacing the same.

"Base Rent" means the base rent set out in Item 6 of the Reference Schedule varied from time to time as provided in this Lease

"Building" means the building and any improvements erected on the Premises.

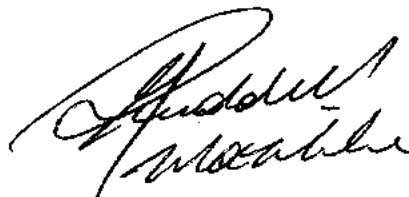
"Business Day" means any day in New South Wales which is not a:

- (1) Saturday;
- (2) Sunday; or
- (3) Public Holiday.

"Claim" includes any claim, demand, remedy, suit, injury, damage, loss, costs, legal fees, costs and expenses and consultants' fees, liability, action, proceeding, right of action or claim for compensation.

"Community Association" is Community Association DP. No 270162.

"Community Management Statement" means the form of management statement registered with Community Association DP. No. 270162.



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"Community Plan" means the community plan registered as D.P. No. 270162.

"Government Agency" means any government or any governmental, semi-government, administrative, fiscal or financial body, department, commission, authority, tribunal, agency or entity.

"Item" means an item referred to in the Reference Schedule.

"Land" means the whole of the land which is the subject of the Community Plan and improvements (including all plant, machinery, equipment and fittings therein or thereon) from time to time existing on the land;

"Law" includes any requirement or any statute, rule, regulation, proclamation, ordinance or by-law present or future and whether State, Federal or otherwise.

"Lease Commencement Date" means the date specified in Item 2 of the Reference Schedule

"Lease Termination Date" means the date specified in Item 3 of the Reference Schedule.

"Lease Year" means each separate year of the Term hereof, the first of such Lease Years commencing on the Lease Commencement Date and each subsequent Lease Year commencing on the corresponding day of each succeeding year.

"Lessee" means the Lessee named in this Lease and includes its successors and permitted assigns.

"Lessee's Employees" means each of the Lessees employees contractors or agents who may at any time be upon the Premises.

"Lessee's Exclusive Products" means prerecorded video cassettes, video games (including without limitation CD-I), video tapes, video discs or video software and/or any substitutes for or products which are technological evolutions of those products and includes any of the items referred to in the definition of "Permitted Use" in clause 1.1 of this Lease.

"Lessee's Fittings" means all fixtures, fittings, plant, equipment, partitions including without limitation business equipment, inventory, trade marked items, signs, decorative soffit, counters, shelving, showcases, mirrors and other removable personal property in the Premises installed by the Lessee.

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"Lessor" means the Lessor named in this Lease and includes its successors and assigns.

"Market Review Date" means the Lease Commencement Date of any further term in the event of the Lessee exercising any option of renewal contained in clauses 5, and 6.

"Permitted Use" means the use and occupation of the Premises for a restaurant for on and off premises consumption or any other lawful purpose. The Lessor acknowledges that the Lessee's menu consists primarily of sandwiches, salads and related items and that from time to time the Lessee may add test items to its menu. The Lessor further agrees that the Lessee may add, delete and/or change its menu without the prior consent of the Lessor provided that the Lessee complies with all local codes and ordinances, and that the Lessor has no pre-existing agreements prohibiting such menu additions. In no event shall the Lessee's menu be construed as limited to sandwiches and salads.

"Person" includes corporation and vice versa.

"Premises" means the part of the land comprised in certificate of title Folio Identifier 6/270162 and being the area in the diagram annexed hereto and marked "B".

"Rates and Taxes" means Council rates water rates, water usage and any other tax (other than Land Tax and income tax, goods and services tax and other tax of a like nature) or levies (including, but not limited to statutory levies but excluding Community Association levies) imposed on the Premises or the Lessor as the owner of the Premises and in relation to Land Tax on the basis that the Premises is the only land owned by the Lessor.

"Reference Schedule" means the Reference Schedule to this Lease.

"Requirement" means any requirements, notices, orders or directions received from or given by any Government Agency of whatsoever nature.

"Rent Commencement Date" means the date specified in Item 12.

"Review Date" means each anniversary of the Lease Commencement Date excluding Market Review Dates.

"Services" means all services or systems of any kind from time to time provided to the Premises or available for use.

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"Term" means the term set out in Item 4 of the Reference Schedule.

"Valuer" means a person who is:

- (1) a full member of not less than 5 years standing of the Australian Institute and is active in the relevant market at the time of his appointment;
- (2) the holder of a licence to practice as a valuer of the kind of premises leased by the Lessee; and
- (3) has at least 5 years experience in valuing places of the kind of premises referred to in this Lease.

1.2 In the Lease, unless the context otherwise requires:

- (1) headings and underlinings are for convenience only and do not affect the interpretation of the Lease;
- (2) words importing the singular include the plural and vice versa;
- (3) words importing gender include any gender;
- (4) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any Government Agency;
- (5) a reference to anything includes a part of that thing;
- (6) a reference to a part, clause, party, annexure, exhibit or schedule is a reference to a part and clause of, and a party, annexure, exhibit and schedule to, the Lease;
- (7) a reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws varying, consolidating or replacing them, and a reference to a statute includes all regulations proclamations ordinance or by-laws issued under that statute;
- (8) a reference to a party to a document includes that party's successors and permitted assigns;
- (9) where any day on or by which anything is to be done is not a Business Day, that thing must be done on or by the next succeeding day which is a Business Day;

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(10) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of the Lease or any part of it; and

(11) a covenant or agreement on the part of two or more persons binds them jointly and severally.

1.3 Exhibit

Any exhibit has been shown to the parties to the Lease and executed or signed by them or on their behalf.

1.4 Bodies and Associations

Reference to any body (including, without limitation, an institute, association or authority), whether or not it is a statutory body:

(1) which ceases to exist; or

(2) whose powers or functions are transferred to any other body,

refers to the body which replaces it or which substantially succeeds to its powers or functions.

1.5 Severability

All provisions of this Lease must so far as possible be construed so as not to be invalid, illegal or unenforceable in any respect but if any provision on its true interpretation is illegal, invalid or unenforceable that provision must so far as possible be read down to such extent as may be necessary to ensure that it is not illegal, invalid or unenforceable and as may be reasonable in all the circumstances so as to give a valid operation of a partial character. If any such provision or part of it cannot be so read down, such provision or part will be deemed to be void and severable and the remaining provisions of this Lease must not in any way be affected or impaired.

1.6 Whole Agreement

The Lessor and the Lessee agree that the terms contained in this Lease cover and comprise the whole of the agreement between the Lessor and the Lessee and declare that no further terms whether in respect of the Premises or otherwise will be implied or arise between the Lessor and the Lessee by way of collateral or other agreement made by or on behalf of the Lessor or the Lessee on or prior to the execution of this Lease.

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2. GRANT OF LEASE

2.1 Grant of Lease

The Lessor grants to the Lessee and the Lessee takes from the Lessor a lease of the Premises for the Term upon and subject to the terms, covenants and provisions set out in the Lease.

3. EXCLUSION OF IMPLIED COVENANTS AND POWERS AND MORATORIUM

3.1 Exclusion of Implied Covenants

Sections 84, 84A and 85 of the *Conveyancing Act 1919* (NSW) do not apply to, and are not implied in, the Lease unless expressly included.

3.2 Exclusion of Statute and Moratorium

The application to the Lease of any statute or moratorium is expressly excluded and negative as far as the law permits to the extent it has the effect of:

- (1) extending the Term;
- (2) reducing or postponing the payment of Base Rent; or
- (3) otherwise affecting the operation of the Lease.

3.3 Contravention of Statute-Severable

Any provision of the Lease which is void, voidable, unenforceable or invalid because of any statute:

- (1) must in such case and to such extent be severable from the Lease; and
- (2) the Lease must be read as though such provision did not form part of the Lease at that time.

4. TERM AND HOLDING OVER

4.1 Term of the Lease

The Term of the Lease:

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- (1) commences on the Lease Commencement Date; and
 - (2) expires on the Lease Termination Date;
- subject to the provisions of the Lease.

4.2 Holding Over

If the Lessee occupies the Premises after the Lease Termination Date (other than pursuant to the grant of a further Lease) the Lessee must do so:

- (1) as a 1 monthly tenant;
- (2) on the same terms and conditions as the Lease as far as they apply to a 1 monthly tenancy; and
- (3) at a Base Rent which must be:
 - (a) payable in equal monthly instalments in advance with the first payment to be made on the Business Day next following the Lease Termination Date; and
 - (b) an amount equal to 1/12th of the sum of the Base Rent and any other moneys payable by the Lessee to the Lessor payable immediately prior to the Lease Termination Date subject to any rent reviews which occur within the Lessee's occupation of the Premises.

4.3 Holding Over Termination

Either the Lessor or the Lessee may terminate the 1 monthly tenancy referred to in clause 4.2 at any time by giving the other 1 month's written notice expiring on any day.

5. OPTION OF RENEWAL

5.1 Lessor to Grant Further Lease

If the Lessee:

- (1) wishes to have a lease of the Premises for the further term specified in Item 5 of the Reference Schedule to commence from the Lease Termination Date; and

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- (2) gives the Lessor not less than 3 months and not greater than 9 months notice to that effect before the Lease Termination Date,

then the Lessor must grant to the Lessee a lease of the Premises upon the same terms and conditions as are set out in this Lease except that:

- (a) the Term of the further lease must be that specified in Item 5 of the Reference Schedule;
- (b) the Lease Commencement Date of the further lease to be shown in Item 2 of the Reference Schedule must be the day after the Lease Termination Date;
- (c) the Lease Termination Date of the further lease to be shown in Item 3 of the Reference Schedule must be the last day of the further term as shown in Item 5 of the Reference Schedule;
- (d) the Base Rent to be inserted in Item 6 of the Reference Schedule must be determined in accordance with clause 8.2;
- (e) the definition of "Rent commencement Date" shall be deleted from clause 1.1 and item 12 from the Reference Schedule shall be deleted; and
- (f) clause 7.2(2) shall be amended by replacing the reference to "Rent Commencement Date" with "Lease Commencement Date".

6. GOODS AND SERVICES TAX

6.1 Lessee to Pay GST

- (1) The rent and all other monies payable to the landlord are exclusive of Goods and Services Tax (GST). Whenever the Lessor becomes liable to pay rent or other monies payable under this Lease in respect of a taxable supply made by the Lessor the Lessee must also pay an additional 10% to cover GST. This percentage of 10% assumes that GST payable on the value of a taxable supply is 10%. If the GST rate is different then this percentage will instead be the GST rate.
- (2) Rates and Taxes in Clause 9 are to be calculated after deducting any input tax credit to which the Lessor is entitled,

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7. BASE RENT

7.1 Lessee's covenant

The Lessee must pay the Base Rent to the Lessor during the Term.

7.2 Payment of Base Rent

The Base Rent must be paid:

- (1) by consecutive monthly instalments in advance;
- (2) on the first day of each month during the Term commencing on the Rent Commencement Date;
- (3) with each payment to equal 1/12th of the Base Rent (excluding the first and last payment which must be proportionate if necessary); and
- (4) directly into such bank or financial institution account as may be nominated by the Lessor in writing to the Lessee.

8. RENT REVIEW

8.1 Rent Review

On each Review Date the Base Rent must be reviewed in accordance with the following formula applicable at the relevant Review Date:

$$N = R \times 1.03 \text{ (for the each Review Dates)}$$

where:

N is the Base Rent payable by the Lessee as from the applicable Review Date until the next Review Date.

R is the annual Base Rent payable by the Lessee immediately prior to the then applicable Review Date.

The amount determined must become the Base Rent reserved by this Lease on and from the Review Date.

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8.2 Market Rent Review

Upon a Market Review Date the Base Rent must be reviewed as follows:

- (1) Not earlier than 3 months before the Market Review Date and not later than 6 months after the Market Review Date (time of the essence), either party may by notice in writing ("**Rental Notice**") to the other party ("**the recipient**") vary the Base Rent to an amount which the party giving the Rental Notice considers to be the current market rent for the Premises as at the Market Review Date. Either party may also serve a Rental Notice after the 6 months, but in that event any increase in the Base Rent shall only operate from the date of service of the Rental Notice.
- (2) should the recipient dispute the current market rent as set out in the Rental Notice then the recipient may, within a period of 30 Business Days after service on the recipient of the Rental Notice, serve on the other party a notice in writing ("**Dispute Notice**") disputing the amount set out in the Rental Notice and requiring the market rent to be determined in accordance with clause 8.2(3). In the event of the Dispute Notice not being served within the 30 Business Day period then the Base Rent as at the Market Review Date will be the current market rent set out in the Rental Notice.
- (3) In the event of the recipient giving to the other party the Dispute Notice and the Lessor and Lessee have not agreed on the current market rent for the Premises within 14 Business Days of the recipient giving to the other party the Dispute Notice, then the Lessor and Lessee shall both within 14 days of receipt of the Dispute Notice by the other party, appoint Valuers.
- (4) The Lessee's Valuer and the Lessor's Valuer shall within 30 days from the date of appointment of the second Valuer ("**determination period**") determine the current market rent for the Premises as at the Market Review Date.
- (5)
 - (a) If the Valuers cannot agree on the current market rent within the determination period (in which case written submissions are to be provided to the parties as to the Valuers' reasoning) or if either or both of them fail to submit a decision within that time, the question shall be referred to a Third Valuer to be appointed jointly by the Lessor's Valuer and the Lessee's Valuer within a further 14 days from the expiry of the determination period.
 - (b) The Third Valuer shall be instructed to make his determination within 14

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days from the date of his appointment and the Lessor's Valuer and Lessee's Valuer may both make written submissions to the Third Valuer.

(6) If:

- (a) the Lessor's Valuer and Lessee's Valuer cannot agree on the appointment of a Third Valuer; or
- (b) a Third Valuer is appointed in accordance with clause 8.2(5(a)) but fails to make his determination within the 14 day period from the date of his appointment,

then in either case the Lessor, the Lessee or the Valuer appointed by either the Lessor or Lessee may request the President of the Australian Institute to appoint a Third Valuer or a substitute Third Valuer, as the case may be, to determine the current market rent.

- (7) The amount determined by any Third Valuer is the current market rent applicable as at the Market Review Date.
- (8) The determination of any Third Valuer is final and binding on the parties.
- (9) The cost and fees of the Third Valuer and all costs and fees for any valuations by the Third Valuer must be borne equally by the parties.
- (10) In making any determination of the current market rent as at the Market Review Date any Valuer appointed under this clause 8.2 must determine the current market rent of the Premises based on vacant possession as at the Market Review Date and will be deemed to be acting as an expert and not an arbitrator and must disregard:
 - (a) any goodwill attributable to the Lessee's business or the Lessee's fittings installed in the Premises or any other interest created in the Premises by the Lessee;
 - (b) any special interest of the Lessee including the fact that the Lessee is a sitting tenant;
 - (c) any breaches of the Lease (if any) by the Lessee or the Lessor;
 - (d) any naming rights the Lessee may have in respect of the Premises;
 - (e) any sub-lease agreement or arrangement not approved in writing by the Lessor;
 - (f) any other use that may be permitted by law;

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- (g) any increase in the value of the Building above the original construction cost, unless specific additional works have been carried out by the Lessor at the Lessee's request;
- (h) any Building erected on the Premises by the Lessee; and
- (i) any incentives or concessions required to secure a tenant,

but must have regard to the following:

- (j) the terms and conditions of this Lease;
- (k) the Permitted Use of the Premises;
- (l) the rental value of comparable premises in comparable locations; and
- (m) rental concessions and other benefits that are frequently or generally offered to prospective lessees of unoccupied premises of a comparable nature.

(11) Unless and until the determination of the Base Rent has been made pursuant to this clause 8.2:

- (a) the Lessee must continue to pay to the Lessor monthly on account of Base Rent amounts equal to the monthly rental payable by the Lessee prior to the Market Review Date;
- (b) any variation in the Base Rent payable as the result of this clause 8.2 must take effect on and from the Market Review Date; and
- (c) where the Base Rent under this clause 8.2 is determined after the Market Review Date then within 20 Business Days of the date of any determination of the Rent the Lessee must pay to the Lessor all outstanding amounts of Base Rent or the Lessor must credit the Lessee all overpaid amounts of the rent (as the case may be) due as the result of any determination. Outstanding amounts will be deemed to be due and payable to the Lessor at the expiration of the 20 Business Day period and which amounts must represent the difference between monthly instalments of the Base Rent so determined and the amounts paid by the Lessee under clause 8.2(11)(a).

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9. RATES AND TAXES

9.1 Payment of Rates and Taxes

- (1) The Lessee covenants with the Lessor that the Lessee must pay Water usage.

10. DAMAGE AND DESTRUCTION

10.1 Abatement

If, subject to clause 10.7:

- (1) the Premises are wholly or substantially destroyed or damaged rendering the Premises substantially unfit for the use and occupation of the Lessee in accordance with this Lease; or
- (2) having regard to the nature and location of the Premises and the normal means of access to it, the Premises are rendered wholly or substantially inaccessible,

then the Base Rent and any other moneys payable by the Lessee under this Lease or a proportionate part of the same as determined under clause 10.3 must abate and, subject to clause 10.2, all or any remedies for recovery of such moneys falling due after the date of such inaccessibility must be suspended until the Premises have been reinstated or made accessible to the Lessee.

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10.2 Reinstatement by Lessor

- (1) Within 10 Business Days of any damage, destruction or inaccessibility referred to in clause 10.1 the Lessee may serve upon the Lessor notice in writing that the Premises have been damaged, destroyed or rendered inaccessible.
- (2) The Lessor must, by notice in writing to the Lessee served within 15 Business Days of receipt of the Lessee's notice served under paragraph (1):
 - (a) elect to reinstate the Premises within a reasonable time (having regard to the nature and extent of the damage or destruction of the Premises); or
 - (b) elect to restore the access to the Premises within a reasonable time, (having regard to the nature of the inaccessibility); or
 - (c) if the nature of the damage, destruction or inaccessibility is such as to make it impractical or undesirable for the Lessor (in the Lessor's reasonable opinion) to reinstate the Premises or reinstate or restore access to the Premises (as the case may be), terminate this Lease and at the expiration of that notice the Lessee must deliver up the Premises in accordance with its obligations under clause 17 and this Lease will be at an end.

Nothing in this clause shall oblige the Lessor to reinstate the Premises if the damage, destruction or inaccessibility occurs in the last 20% of the term of the Lease, unless, subject to paragraph (2)(c) above, the Lessee has exercised any option under the Lease.

- (3) The Lessee may not terminate this Lease if the Lessor serves a notice in accordance with either paragraph (1) or paragraph (2) of clause 10.2, unless the Lessor does not, within a reasonable time after service of the Lessor's notice under clause 10.2 (having regard to the nature of the damage or destruction or inaccessibility), reinstate the Premises or restore access to the Premises (as the case may be).
- (4) if the Lessor fails to reinstate or restore access to the Premises (as the case may be) within a reasonable time after service of the Lessor's notice under clause 10.2 (having regard to the nature of the damage or destruction or inaccessibility), the Lessee may terminate this Lease by giving 10 Business Days notice and at the expiration of that notice this Lease will be at an end unless the Premises have been reinstated or access restored (as the case

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may be) before the expiration of that 10 Business Days notice.

10.3 Determination of Rent Abatement

- (1) Within 10 Business Days of the damage, destruction or inaccessibility the Lessee shall notify in writing the Lessor of the amount of the Base Rent and other moneys payable by the Lessee under this Lease which should reasonably be abated according to the nature and extent of the damage, destruction or inaccessibility. If the Lessee does not so notify the Lessor, the Lessor may determine the amount of the abatement by serving written notice on the Lessee specifying the amount.
- (2) The Lessor (or the Lessee, as the case may be) may dispute the amount of the abatement notified by the Lessee (or the Lessor, as the case may be) by serving written notice of such dispute within 5 Business Days of the date of service Lessee's notice under paragraph (1) above, whereupon the procedures set out in following paragraphs shall apply. If the Lessor does not so serve such notice of dispute, the Lessor shall be deemed to have accepted the Lessee's determination.
- (3) If the Lessor and the Lessee cannot agree upon an amount of abatement within 5 Business Days of service of the Lessor's notice of dispute under paragraph (2), either party may request the President of the Australian Institute to appoint (within 5 Business Days of such request) a valuer to determine the amount of abatement, having regard to the nature and extent of the damage, destruction or inaccessibility.
- (4) The valuer appointed under paragraph (3) shall be instructed to make his determination within 10 Business Days from the date of his appointment and both the Lessor and the Lessee may make written submissions to the valuer.
- (5) The amount determined by the valuer shall be the amount of the abatement as of the date on which the damage, destruction or inaccessibility occurred until the date of reinstatement.
- (6) The determination of the valuer is final and binding on the parties.
- (7) The cost and fees of the valuer must be borne equally by the parties.
- (8) In making any determination of the amount of the abatement, the valuer in its absolute discretion may take into consideration all such factors which are relevant and disregard such factors which are not relevant in making such determination.

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- (9) Unless and until the determination of the abatement amount, the amount of abatement which shall apply shall be the median of the amount determined by the Lessee and the amount determined by the Lessor.
- (10) Following a termination of this Lease pursuant to any provision of this Part 10, both parties must promptly pay or refund (as the case may be) any Rent and other moneys payable under this Lease up to the date of termination.

10.4 Compulsory Acquisition

- (1) If during the Term the whole or any part of the Premises is resumed or compulsorily acquired by any Government Agency then the Lessee may terminate this Lease within 2 months of the date on which the Government Agency resumes or compulsorily acquires the whole or any part of the Premises and such termination must take effect as at the date of resumption or compulsory acquisition.
- (2) If more than 20% of the available car parking space forming part of the Premises as at the Commencement Date is resumed or compulsorily acquired by any Government Agency then the Lessee may terminate this Lease by written notice to the Lessor within 2 months of the date of the resumption or compulsory acquisition and such termination must take effect as at the date of resumption or compulsory acquisition.
- (3) If the Lessee does not elect to terminate this Lease then the Rent and any other moneys payable by the Lessee under this Lease must be adjusted on an equitable basis taking into account the relative value of the portion taken as compared to the portion remaining.

10.5 Antecedent Rights

No liability will attach to either party by reason of termination of this Lease pursuant to clause 10.1 and clause 10.2, but any such termination must be without prejudice to the rights of either party in respect of any antecedent breach or non-observance of any covenant or provision of this Lease.

10.6 Dispute Resolution

Any dispute arising under this clause 10 must be determined by a member of the Australian Institute appointed by the President or other principal officer for the time being of the Australian Institute. The member so appointed must in making his determination act as an expert and not as an arbitrator and his determination will be final and binding on both parties. The cost of any such determination will be borne by both parties in equal shares unless the member otherwise decides.

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10.7 Exceptions

Clauses 10.1, 10.2 and 10.3 will not apply to the extent that:

- (1) the damage or destruction was caused by or contributed to, or arises from any wilful or wrongful act or omission of the Lessee or the Lessees employees; or
- (2) an insurer under any policy effected by the Lessee or the Lessor refuses indemnity or reduces the sum payable under the policy because of any act or default of the Lessee or the Lessee's employees.

11 SERVICES AND OUTGOINGS

11.1 Electricity, Gas and Other Services

The Lessee must pay all accounts when they become due and payable in respect of the supply of any gas, electricity, telephone, water, water usage and waste disposal or other services for the Premises requested by the Lessee or provided to the Lessee by a Government Agency or supply authority.

12. ASSIGNMENT AND SUBLETTING

12.1 Lessee not to Assign or Sublet

Subject to clauses 12.2 and 12.3, the Lessee must not assign sublet or part with possession of the Premises.

12.2 Assignment and Subletting Permitted

The Lessee must not assign or sublet the whole or any part of the Premises without first making a written request to the Lessor and obtaining the prior consent in writing of the Lessor provided such consent must not be unreasonably refused or withheld if:

- (1) the Lessee is not then in default under this Lease and in particular in the payment of any Base Rent and other moneys or if it is that default has been waived or excused by the Lessor in writing to the Lessee;
- (2) the Lessee proves to the reasonable satisfaction of the Lessor that the incoming tenant is a respectable, responsible and solvent person having a good reputation for and capable of adequately carrying on the business permitted under clause 15.1;

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- (3) the Lessee procures the incoming tenant and any guarantor to execute at the Lessees cost and expense a deed in a form reasonably required by the Lessor to duly perform and observe all the Lessees covenants and obligations under this Lease;
- (4) the Lessee procures the incoming tenant to provide in favour of the Lessor such guarantee as may be reasonably required by the Lesser in a form reasonably acceptable to the Lessor of the obligations and covenants of the incoming tenant: and
- (5) the Lessee pays the Lessor's reasonable legal costs and disbursements of and incidental to the giving of its consent.

12.4 Lessor's Consent

The Lessor must deal expeditiously with a request for consent. If the Lessee has complied with the provisions of clause 12.4 and the Lessor fails to give the Lessee written notice that the Lessor either consents to the assignment within 20 days after receipt of the Lessee's written request for consent, then the Lessor is deemed to have consented to the Assignment.

13. INSURANCE

13.1 Public Risk and Other Insurance

The Lessee must at all times during the Term and any holding over period keep current:

- (1) an adequate Public Risk Insurance Policy in an amount of not less than \$20,000,000.00 or such greater amount as the Lessor may reasonably nominate in writing;
- (2) Workers Compensation Insurance (including cover for unlimited common law liability) for all persons employed by it and with respect to whom death or bodily injury claims could be asserted against the Lessor; and
- (3) insurance in respect of the Lessee's Fittings for their full insurable replacement value for all usual risks and taking into account the Permitted Use with a reputable insurance company.

13.2 Payment and Production of Insurance Policies

The Lessee must pay all premiums and other moneys payable in respect of the Lessees insurances whenever they become due and payable and will if requested by the Lessor in writing produce to the Lessor certificates of currency

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in respect of any policy of insurance which the Lessee is required to effect under clause 13.1.

13.3 Application of Insurance Proceeds

Unless agreed in writing to the contrary or unless otherwise provided in this Lease, the proceeds of the insurance policies effected under clause 13.1(3) shall be applied in rebuilding the Premises and fitting them out so that the Lessee may continue with the Permitted Use as soon as possible.

13.4 Building Insurance

The Lessor must at all times during the Term and any holding over period keep current insurance in respect of the Building for its full insurable replacement value for all usual risks with a reputable insurance company.

14. INDEMNITIES

14.1 Indemnity by the Lessee

The Lessee indemnifies and holds the Lessor harmless from and against all Claims arising from the negligence or wilful misconduct of the Lessee in or about the Premises except to the extent caused by the Lessor's negligence or wilful misconduct.

14.2 Indemnity by the Lessor

The Lessor indemnifies and holds the Lessee harmless from and against all Claims arising from the negligence or wilful misconduct of the Lessor in or about the Premises except to the extent caused by the Lessee's negligence or wilful misconduct.

15. USE OF PREMISES

15.1 Permitted Use

The Lessee must not use the Premises nor permit or suffer them to be used for any purpose other than a Subway outlet for the Permitted Use.

15.2 Access

The Lessor consents to the Lessee and persons authorised by the Lessee entering and using the Premises 24 hours a day 7 days a week unless prohibited by law. The Lessee is permitted to trade from the premises at all times permitted by law.

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15.3 Nuisance

The Lessee must not carry on nor do nor suffer nor permit its invitees to suffer, permit, carry on or do:

- (1) any noxious, immoral, noisome, offensive or illegal trade, business, occupation, calling or other activity; or
- (2) anything,

which does or may cause annoyance, nuisance, grievance, damage or disturbance to any owner of any adjoining or neighbouring land or building.

15.4 Infectious Disease

If actually known to the Lessee or if the Lessee is notified, if any infectious disease occurs in the Premises, the Lessee must:

- (1) promptly notify: and
- (2) at its own expense fumigate, disinfect or treat the Premises as directed by; and
- (3) otherwise comply with any other lawful and reasonable requests of, the Lessor and applicable Government Agency.

15.5 Requirements of Government Agencies

The Lessee must comply promptly with:

- (1) any Law in respect of:
 - (a) the premises or their use;
 - (b) the business carried on at the Premises; or
 - (c) any improvements, machinery, plant, equipment, fixtures, fittings or furnishings erected on the Premises; and
- (2) any requirements, notices or orders of any Government Agency having jurisdiction or authority in respect of:
 - (a) the Premises:

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- (b) the use of the Premises;
- (c) the business carried on at the Premises; or
- (d) the Lessee's Fittings.

15.6 Structural Alterations

The Lessee is not required pursuant to clause 15.4 to effect structural maintenance, replacement, repair, alterations or additions to the Premises, unless it is required- as a result of the particular use of the Premises by the Lessee or the wilful or wrongful act or omission of the Lessee.

15.7 Lessor's Right to Enter

The right is reserved to the Lessor by itself and all those authorised by it to enter the Premises at reasonable times upon giving to the Lessee prior written notice of at least 24 hours (except in the case of an emergency when no notice will be required) with workmen and others and all necessary materials and appliances for the purpose of:

- (1) complying with the terms of any present or future legislation affecting the Premises or any notice served upon the Lessor or Lessee by any Government Agency; or
- (2) the carrying out of any repairs, alterations or works which the Lessor is required to carry out under the terms of this Lease; and
- (3) showing the Premises to prospective purchasers or mortgagees,

PROVIDED THAT in exercising its rights under this clause 15.7 the Lessor must cause as little inconvenience to the Lessee as is practicable in the circumstances and must repair immediately any damage to the Premises caused by the Lessor.

15.8 Occupational Health & Safety

- (1) The Lessee acknowledges and agrees that for the purposes of the *Occupational Health and Safety Act, 1983 (NSW)* (the Act) the Lessee has the control of the Premises and all plant and substances within the Premises,
- (2) The Lessee releases and indemnities the Lessor from and against any obligation or liability of the Lessor arising from a breach of paragraph (1).

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15.9 Community Management Statement

The Lessee must comply with and observe the terms of the Community Management Statement applicable under the Community Plan,

15.10 Amendments to the Community Management Statement

The Lessor must confer with the Lessee before changing or agreeing to change any terms of the Community Management Statement. The Lessor must not agree to any changes to the Community Management Statement which adversely affect the use and occupation of the Premises without the prior written consent of the Lessee, unless required to do so by Law or by a Government Agency.

16. MAINTENANCE, REPAIR AND ALTERATIONS

16.1 Maintenance and Repair

The Lessee must keep the Premises (including the Lessee's Fittings) in good repair, order, condition and appearance.

16.2 Alterations

The Lessee must not make any alterations, additions or improvements or repairs to the Building or the Premises without obtaining the Lessor's prior written consent.

16.3 Cleaning

The Lessee must keep the Premises clean and free of refuse, vermin and pests and comply with the Lessor's reasonable orders in connection with cleansing and refuse storage and disposal.

16.4 Grounds

The Lessee must keep the grounds within the gardens and planting in a neat and tidy condition and properly attended to:

16.5 Lessor's Maintenance, Repairs and Alterations

The Lessor must keep, maintain and replace:

- (1) the Building in sound structural condition;
- (2) foundations, exterior paint, plumbing system, electrical system, services to the Premises, sprinkler mains, roof, roof membrane, roof covering and load

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bearing walls, floors, slabs and masonry walls.

PROVIDING THAT the Lessor shall be entitled to recover from the Lessee such amounts as the Lessor, acting in good faith, determines are payable or attributable to the Lessee:

- (3) INCLUDING (without limitation) the following costs of repairs to, maintenance of and replacement of parts of:
- (a) the heating, ventilating and air conditioning systems;
 - (b) exterior paint, plumbing system, electrical system, services to the Premises, sprinkler mains;
 - (c) toilets, basins, taps, sanitary stacks, fountains, pipes, plumbing, and associated appurtenances;
 - (d) mechanical, hydraulic and electronic equipment;
 - (e) switches, outlets lights, conduits, wiring and other electrical systems; and
- (4) EXCEPTING:
- (a) any costs which are paid directly or reimbursed by the Lessee pursuant to another provision in this Lease:

17. LESSOR'S COVENANTS

17.1 Quiet Enjoyment

The Lessor covenants that the Lessee may peaceably hold and enjoy the Premises during the Term without any interruption or disturbance by the Lessor or any Person rightfully claiming through the Lessor.

18. PARKING

Included within the Premises is the use of the dedicated car parking spaces, as stated in Item 11. The Lessee may mark the reserved parking area with signs saying "Reserved Parking Nutrition Warehouse/Subway Only" and shall keep the car spaces marked in the manner required by the local authority.

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19. SIGNAGE

The Lessee shall be allowed to display an illuminated advertising sign on the fascia of the building PROVIDING THAT the Lessee first obtains all necessary approvals, consent, permits and licences from all relevant Government Agencies and complies with all conditions of such approvals, consents, permits and licences and all laws.

20. TERMINATION OF LEASE

20.1 Expiration of the Term

The Lessee must at the expiration or sooner determination of the Term yield up the Premises in the condition referred to in clause 16.1.

20.2 Removal of Fixtures and Fittings

The Lessee may within 5 Business Days after the determination of the Term whether by effluxion of time or otherwise remove from the Premises all fixtures and fittings which have been erected or installed by the Lessee during or prior to the Term provided that the Lessee must leave the Premises in a clean and tidy condition.

20.3 Fixtures and Fittings Not Removed by the Lessee

Any Fixtures or fittings not removed by the Lessee will be deemed abandoned by the Lessee and become the absolute property of the Lessor.

20.4 Alterations to the Building

Notwithstanding clause 20.2, the Lessee may at the cost and expense of the Lessee within 5 Business Days after the determination of the Term whether by effluxion of time or otherwise make physical changes in the construction and features of the building erected on the Premises which distinguishes it as a Subway operation so as to remove its identifying trade image including without limitation the Lessee may remove the roof letters, other trade marks, panels and any pylon sign provided that the Lessee must leave the Premises in a clean and tidy condition.

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21. DEFAULT

21.1 Events of Default

If:

- (1) the Rent or any other moneys owing by the Lessee to the Lessor is due and unpaid for 10 Business Days after the Lessor has given written notice to the Lessee demanding payment;
- (2) the Lessee breaches any of the Lessee's material covenants and fails to comply with a written notice to rectify same within 20 Business Days;
- (3) any assignment is made of the property of the Lessee for the benefit of creditors;
- (4) the Lessee, being a company, enters into liquidation (whether voluntary, compulsory or provisional) but excluding any voluntary liquidation for the purpose of reorganisation, or is wound-up or dissolved, or enters into a scheme of arrangement for creditors, or is placed under official management, or a receiver and/or manager of any of its assets is appointed; or
- (5) the Lessee fails or refuses to carry out any repairs properly required by any notice within the time specified in the notice,

then the Lessee shall be deemed to have made default and the Lessor may exercise any of the Lessor's rights under clause 21.2.

21.2 Lessor's Rights

The Lessor's rights are to:

- (1) re-enter the Premises or any part in the name of the whole and to have again, repossess and enjoy the same as of its former estate:
 - (a) despite anything contained in the Lease; and
 - (b) without prejudice to any action or remedy which the Lessor has or might or otherwise could have against the Lessee;
- (2) recover interest:
 - (a) compounded on quarterly rests;

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- (b) from the due date until payment in full of the relevant moneys;
 - (c) at the prime lending rate then charged by the Commonwealth Bank of Australia on overdraft facilities of \$100,000.00 or more; and
 - (d) without prejudice to the other rights of the Lessor under the Lease;
- (3) recover all Rent up to the date of termination; and
- (4) terminate the Lease by giving written notice to the Lessee from the date such notice is delivered.

21.3 Lessor's Obligations Prior to Exercise of Rights

- (1) The Lessor must not:
- (a) re-enter the Premises; or
 - (b) determine, forfeit or require a surrender of the Lease or the Term,
- unless the Lessor first gives written notice to the Lessee of the particular breach of the Lessee's covenants on which the Lessor relies.
- (2) The Lessor must:
- (a) not rely on the breach in the notice under clause 21.3(1) as a ground for re-entry, determination, forfeiture or requiring surrender; and
 - (b) be deemed to have waived that breach so that the Lease continues in full force and effect as if no such breach had occurred,
- if the Lessee:
- (c) in respect of a breach remediable by payment of moneys, pays the Lessor all money necessarily to remedy the breach within 10 Business Days of service of that notice;
 - (d) in respect of a breach remediable other than by payment of money:
 - (i) gives the Lessor a written undertaking within 10 Business Days of receipt of that notice, to remedy the breach; and
 - (ii) remedies it within a reasonable time having regard to the nature and extent of the breach.

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(3) This clause operates:

- (a) despite anything expressed or implied in the Lease, but
- (b) without prejudice to any other provision of this clause 21.

21.4 Lessor to Mitigate Damages

The Lessor must take all reasonable and proper steps to mitigate any loss or damage under the Lease.

21.5 Lessor may Rectify

The Lessor may, but shall not be obliged to, remedy with reasonable prior written notice (except in an emergency) any default by the Lessee under this Lease, and whenever the Lessor so elects all reasonable costs incurred by the Lessor (including legal costs and expenses) in remedying a default shall constitute a liquidated debt and shall be paid by the Lessee to the Lessor on demand.

21.6 Waiver

- (1) **No waiver:** The Lessor's failure to take advantage of any default or breach of covenant on the part of the Lessee shall not be or nor shall it be construed as a waiver of it, nor shall any custom or practice which may grow up between any of the parties in the course of administering this Lease be construed to waive or to lessen the right of the Lessor to insist upon the timely performance or observance by the Lessee of any covenant or condition of this Lease or to exercise any rights given to the Lessor in respect of any such default.
- (2) **Waiver of individual default:** A waiver by the Lessor of a particular breach or default shall not be deemed to be a waiver of the same or any other subsequent breach or default.
- (3) **Acceptance or demand for Rent not waiver:** The demand by the Lessor for, or subsequent acceptance by or on behalf of the Lessor of, Rent or any other moneys payable under this Lease shall not constitute a waiver of any earlier breach by the Lessee of any covenant or condition of this Lease, other than the failure of the Lessee to make the particular payment or payments of Rent or other moneys so accepted, regardless of the Lessor's knowledge of any earlier breach at the time of acceptance of such Rent or other moneys.

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21.7 Interest on Overdue Moneys

- (1) **Interest:** The Lessee will pay to the Lessor interest at the default rate on any Rent or other moneys due by the Lessee to the Lessor on any account whatever (including all moneys or costs which are expressed to be payable or reimbursable to the Lessor upon demand) but unpaid for 15 Business Days pursuant to this Lease.
- (2) **Rate:** Rent or moneys falling due for payment but unpaid as a result of consecutive breaches of the same covenant shall bear interest at the default rate as described in Item 10 of the Reference Schedule.
- (3) **Conditions:** Any interest payable under this Lease shall:
 - (a) accrue from day to day;
 - (b) be capitalised on the last day of each month;
 - (c) be payable on the first day of each month where an amount arose in the preceding month or months;
 - (d) be computed from the due date for payment of the Rent or other moneys (as appropriate) until payment of such Rent or other moneys in full; and
 - (e) be recoverable in the same manner as Rent in arrears.

21.8 Damages for Breach

The Lessee agrees that:

- (1) **repudiation:** if the Lessee's conduct (whether by act or omission) constitutes a repudiation of this Lease (or of the Lessee's obligations under this Lease), or constitutes a breach of any of the covenants of this Lease, or the Lessor elects to treat any default as a repudiation of this Lease the Lessee shall compensate the Lessor for all reasonable damages suffered in respect of any such repudiation or breach;
- (2) **costs of repudiation:** the Lessor shall be entitled to recover costs from the Lessee reasonable damages incurred by the Lessor in respect of repudiation or breach of covenant for the damage suffered by the Lessor for the Term;
- (3) **Lessor's entitlement to damages:** the Lessor's entitlement to recover

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damages from the Lessee or any other person shall not be limited for any reason or affected by any of the following:

- (a) **abandonment:** if the Lessee abandons or vacates the Premises;
- (b) **termination:** if the Lessor elects to re-enter the Premises or terminate this Lease;
- (c) **repudiation:** if the Lessor accepts the Lessee's repudiation; or
- (d) **conduct:** if the parties' conduct (or that of any of their servants or agents) constitutes or may constitute a surrender by operation of Law.

21.9 Lessor may Institute Proceedings at any Time

The Lessor shall be entitled at any time in the Lessor's absolute discretion to institute legal proceedings claiming damages against the Lessee in respect of the Term, including the period before and after the repudiation, abandonment, termination, acceptance of repudiation or surrender by operation of Law referred to in clause 21.8, whether the proceedings are instituted either before or after such conduct.

21.10 Termination by the Lessee

Subject to clause 21.12 the Lessee may terminate the Lease if:

- (1) all or part of the Premises are resumed or compulsorily acquired;
- (2) 10% of the available car parking space is resumed or compulsorily acquired;
- (3) the Lessor alters the Building without the consent of the Lessee and the change materially affects access to the Premises, visibility of the Premises or the number of car spaces near the Premises;

by giving written notice to the Lessor from the date such notice is delivered, PROVIDING THAT such termination shall be without prejudice to the rights to any action or remedy which the Lessor has or might or otherwise could have against the Lessee, including the right to recover all moneys payable by the Lessee up to the date of termination,

21.11 Restoration by Lessor

If the Lessee does not elect to terminate this Lease then the Lessor must at its own cost and as soon as reasonably possible restore the remaining part of the Premises to like quality and character as existed prior to the resumption or

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compulsory acquisition and the Rent and any other moneys payable by the Lessee under this Lease must be adjusted on an equitable basis taking into account the relative value of the portion taken as compared to the portion remaining.

22. NOTICES

22.1 Contacts

- (1) The Lessor and the Lessee each must nominate a person to contact about matters arising under the Lease.
- (2) The person nominated by the Lessor must be:
 - (a) the person named in item 7 of the Reference Schedule;
 - (b) such other person as the Lessor nominates in writing to the Lessee from time to time.
- (3) The person nominated by the Lessee must be:
 - (a) the person named in Item 8 of the Reference Schedule;
 - (b) such other person as the Lessee nominates in writing to the Lessor from time to time.

22.2 Execution of Notice

Any notice, or other document in writing served or given by the Lessor or the Lessee under the Lease will be valid and effectual if signed by:

- (1) a director or secretary or attorney or solicitors for the time being of the party giving the notice; or
- (2) any other person or persons nominated from time to time respectively by the Lessor or by the Lessee to the other,

22.3 Service of Notice on Lessee

Any notice required to be served or which the Lessor may elect to serve on the Lessee must be sufficiently served if:

- (1) served personally or left addressed to the Lessee at:
 - (a) the address stated in item 8 of the Reference Schedule; or

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- (b) such other address as the Lessee notifies in writing to the Lessor;
- (2) sent by facsimile to the Lessee's facsimile:
 - (a) stated in item 8 of the Reference Schedule; or
 - (b) notified in writing to the Lessor;
- (3) forwarded by prepaid Registered Mail addressed to the Lessee at the address identified under clause 22.3(1).

22.4 Service of Notice on Lessor

Any notice required to be served or which the Lessee may elect to serve on the Lessor must be sufficiently served if:

- (1) served personally or left addressed to the Lessor at:
 - (a) the address stated in Item 7 of the Reference Schedule;
 - (b) such other address as the Lessor notifies in writing to the Lessee;
- (2) sent by facsimile machine to the Lessor's facsimile machine:
 - (a) stated in Item 7 of the Reference Schedule; or
 - (b) notified in writing by the Lessee;
- (3) forwarded by prepaid Registered Mail addressed to the Lessor at the address identified under clause 22.4(1).

22.5 Time of Service

Any notice sent:

- (1) personally must be deemed to be given by the sender and received by the addressee when delivered to the addressee;
- (2) by prepaid Registered Mail must be deemed to be given by the sender and received by the addressee 3 Business Days from and including the date of postage;
- (3) by facsimile machine must be deemed to be given by the sender and received by the addressee at the time and on the day that:

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- (a) the whole of the said notice or communication has been transmitted from the sending facsimile machine; and
- (b) the answer back of the receiving machine has been received by the sending machine;

but if the delivery or receipt is on a day which is not a Business Day or is after 5:00 pm (addressee's time) it is deemed to be duly given on the succeeding Business Day.

23. GENERAL

23.1 Lessee to Pay Costs and Disbursements

The Lessee must pay:

- (1) all stamp duty (including penalties and fines other than penalties and fines due to the default of the Lessor); and
- (2) all the Lessor's reasonable legal and other costs charges and expenses or which the Lessor may reasonably suffer or incur in consequence of and incidental to:
 - (a) any assignment subletting or similar arrangement; and
 - (b) any surrender or termination of the Lease otherwise than by effluxion of time; and
 - (c) in case of default by the Lessee, in observing or performing any of the Lessee's covenants.

23.2 No Partnership, etc.

- (1) Nothing contained in the Lease will be deemed or construed by the Lessor or the Lessee or by any third party as creating the relationship of:
 - (a) partnership;
 - (b) principal and agent; or
 - (c) joint venture.
- (2) No relationship between the Lessor and the Lessee other than that of Lessor and Lessee upon the conditions and provisions in the Lease will be

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created by:

- (a) the method of computation of Rent;
- (b) the payment of any money under the Lease;
- (c) any other condition or provision in the Lease; or
- (d) any act of the Lessor or the Lessee.

23.3 Governing Law

- (1) This Lease is governed by the laws of New South Wales and the Commonwealth of Australia.
- (2) The Lessor and the Lessee submit to the non-exclusive jurisdiction of the Courts of New South Wales.

23.4 For sale sign

The Lessee will permit the Lessor to affix or exhibit on the exterior of the Premises a 'For Sale' sign provided that such sign:

- (1) does not diminish the visibility of the Lessee's signs erected in accordance with Part 19;
- (2) does not disclose any of the terms and conditions of this Lease; and
- (3) clearly states that only the freehold is offered for sale subject to the Lessee's tenancy.

23.5 Waiver

The failure of either the Lessor or the Lessee to insist upon strict performance by the other of any of the covenants, conditions and agreements of this Lease must not be deemed a waiver of any subsequent breach or default of any of the covenants, conditions and agreement of this Lease.

24. GUARANTEE

24.1 Personal Guarantee

- (1) This clause applies if a guarantor of the Lessee is named in item 9 in the schedule and has signed or executed this Lease or, if this Lease is a renewal of an earlier Lease, the earlier Lease.

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- (2) The guarantor guarantees to the Lessor the performance by the Lessee of all the Lessee's obligations (including any obligation to pay rent, outgoings or damages) under this Lease, under every extension of it or under any renewal of it or under any tenancy and including obligations that are later changed or created,
- (3) If the Lessee does not pay any money due under this Lease, under any extension of it or under any renewal or under any tenancy the guarantor must pay that money to the Lessor on demand even if the Lessor has not tried to recover payment from the Lessee.
- (4) If the Lessee does not perform any of the Lessee's obligations under this Lease, under any extension of it or under any renewal of it or under any tenancy the guarantor must compensate the Lessor even if the Lessor has not tried to recover compensation from the Lessee.
- (5) If the tenant is insolvent and this Lease or any extension or renewal of it is disclaimed the guarantor is liable to the Lessor for any damage suffered by the Lessor because of the disclaimer. The Lessor can recover damages for losses over the entire period of this Lease or any extension or renewal but must do every reasonable thing to mitigate those losses and try to lease the property to another Lessee on reasonable terms.
- (6) Even if the Lessor gives the Lessee extra time to comply with an obligation under this Lease, under any extension of it or under any renewal of it or under any tenancy, or does not insist on strict compliance with the terms of this Lease or any extension of it or renewal of it or of any tenancy, the guarantor's obligations are not affected.
- (7) The terms of this guarantee apply even if this Lease is not registered, even if any obligation of the tenant is only an equitable one, and even if this lease is extended by legislation.

24.2 Bank Guarantee

- (1) The Lessee to provide, on or before the execution of this Lease, a Bank Guarantee for the amount specified in Item 13 and at the determination of each review of the rent provide a replacement Bank Guarantee or additional Bank Guarantee (as appropriate) so that the total amount guaranteed bears to the rent payable from each date of review the same proportion as the amount specified in Item 13 bears to the rent as at the Rent Commencement Date.
- (2) The Lessee must ensure at all times that any Bank Guarantee is kept

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current and enforceable and where the Lessor makes demand on any Bank Guarantee, provide a replacement Bank Guarantee equal to the amount from time to time properly claimed by the Lessor.

- (3) If the Lessee breaches or fails to comply with any of the Lessee's obligations under this Lease, the Lessor may, without limiting any other available remedy, demand payment under the Bank Guarantee to recover the whole or any part of any loss suffered as a result of the Lessee's default.
- (4) If the Lessee fails to provide the Bank Guarantee on or before execution of the lease or at any later date within 20 business days of being requested to do so by the Lessor, the Lessee is in default under the Lease and the Lessor may exercise its rights under Clause 21.2.

25. LESSEE'S REQUIREMENTS

25.1 Limitation of Liability

Notwithstanding anything to the contrary contained herein, it is agreed between the Lessor and Subway Realty Pty Ltd ACN 009 277 374 (Lessee) that any liability of Lessee arising in any way under this Lease Agreement, whether arising in contract, equity, tort, by statute or otherwise howsoever (inclusive of any liability for economic loss whether direct or consequential suffered by the Lessor) shall not exceed the amount of such monies payable under the Lease for the 12 month period commencing on the date of default, or \$40,000 (forty thousand dollars), whichever is the lesser. Lessor's rights to collect damages for such default shall be limited to those rights contained in this Lease. Lessor hereby waives any right to issue a creditor's statutory demand for payment of debt in order to collect any rental amounts owed to the Lessor by the Lessee or any sublessee. Upon termination of this Lease whether in accordance with this section or otherwise, Lessee shall be permitted to access the premises to remove any and all logo or trademark items. Such items shall include but not be limited to signage and murals.

25.2 Sub-Letting

The Lessee may assign this Lease or sublet the whole of the premises to any bona-fide Subway® licensee/franchisee of Subway Systems (Australia) Pty. Ltd. without the prior consent of or written notice to the Lessor.

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25.3 Annoying or Injurious Conduct

The Lessor acknowledges that the Lessee's business will create an aroma of fresh baking bread. This will not be considered a violation of any provisions in the Lease concerning annoying or injurious conduct.

25.4 Hours of Trade

The Lessee has the option to trade 24 hours per day, 7 days per week, subject to approval by local authorities.

25.5 Fit Out

The Lessor agrees that the Lessee may install on and within the premises its standard logo, colour scheme, lighting, signage, advertising and display materials from time to time approved and adopted by Subway Systems Australia Pty. Ltd. or its successors or assigns during the term of this Lease subject PROVIDING THAT the Lessee first obtains all necessary approvals, consent, permits and licences from all relevant Government Agencies and complies with all conditions of such approvals, consents, permits and licences and all laws.

25.6 Alterations and Additions

The Lessor acknowledges and agrees that the Lessee shall be permitted at the cost of the Lessee to alter the interior of the Premises in accordance with the standard Subway® decor used by the Lessee, including installation of additional partitioning. The Lessee shall comply with all building codes, ordinances and by-laws when altering the interior of the Premises.

25.7 Payment of Rent

The Lessor acknowledges that it will accept payment of rent and other monies from the Lessee, its assignee or sub-lessee.

25.8 Change of Corporate Ownership

The Lessor acknowledges that any clause requiring notification of change of corporate ownership or corporate restructuring within the Lease shall not apply whilst Subway Realty Pty. Ltd. is the Lessee.

25.9 Power of Attorney

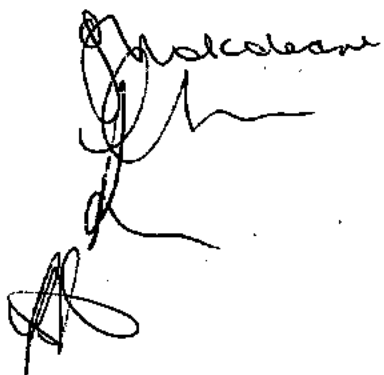
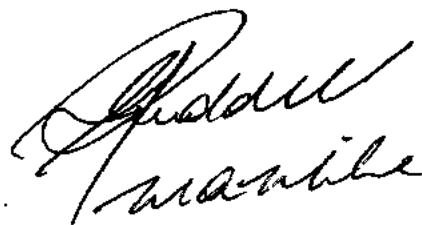
The Lessor acknowledges that any clause within the Lease providing for "Power of Attorney" shall not apply whilst "Subway Realty Pty. Ltd." is the Lessee.

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25.10 Notification of Non Payment of Rent

The Lessor and Lessee acknowledge that it is extremely important that rent be paid in a timely manner as required by this Lease. Since the Lessee may sublet the Premises to a licensee/franchisee of Subway Systems Australia Pty. Ltd. and the licensee/franchisee may pay rent directly to the Lessor, the Lessee does not receive rental income and will not know if rent has not been paid. Since the parties recognise that time is of the essence in this matter, the Lessor agrees to give written notice to the Lessee within 21 days of any default committed under this Lease by a sublessee or assignee of the Lessee. Failure by the Lessor to give such notice will constitute a waiver of monetary and non-monetary claims against the Lessee. Any notice which is to be given to the Lessee as required by this Lease shall be sent to the Premises and to the Lessee's registered address as follows:

Subway Realty Pty Limited
Level 1, 42 Amelia Street
Fortitude Valley QLD 4006.

A handwritten signature in black ink, appearing to read "Malcolm", with a stylized flourish below it.A handwritten signature in black ink, appearing to read "Riddell", with a stylized flourish below it.

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REFERENCE SCHEDULE

ITEM 1: Premises:

Part of the land comprised in Certificate of Title Folio identifier
6/270162 known as Lot 6, Northgate Centre, Princes Highway, Wollongong
and being the area marked "B" in the plan attached hereto.

ITEM 2: Lease Commencement Date:

1 December 2018

ITEM 3: Lease Termination Date:

30 November 2023

ITEM 4: Term:

5 years

ITEM 5: Option of Renewal:

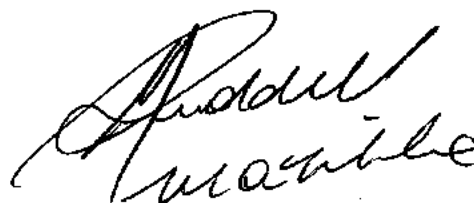
One (1) Option of Renewal of five (5) years.

ITEM 6: Base Rent:

\$46,000.00 per annum (plus GST)

ITEM 7: Lessor's Contact:

Mrs Jennifer Mokdessi
16 Seventh Avenue
JANNALI NSW 2226
Tel No: (02) 9589 1773
Fax No: (02) 9589 1704



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ITEM 8: Lessee's Contact:
Barry Stevenson
Subway Realty Pty Limited
Level 1, 42 Amelia Street
Fortitude Valley Queensland 4006
Tel No: (07) 3253 0241
Fax No: (07) 3852 4081
Email: stevenson_b@subway.com

ITEM 9: Not applicable.

ITEM 10: Default Rate:

At the prime lending rate then charged by the Commonwealth Bank of Australia on overdraft facilities of \$100,000.00 or more.

ITEM 11: Car parking Spaces

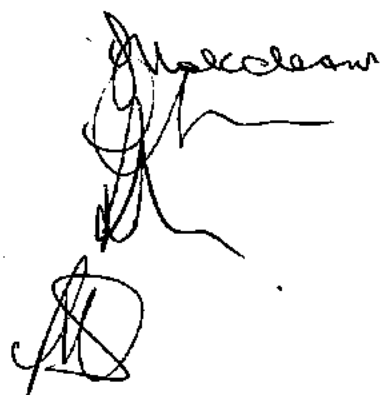
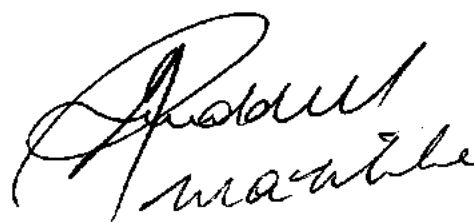
Access to but not exclusive use of 11 dedicated car parking spaces.

ITEM 12: Rent Commencement Date

1 December 2018

ITEM 13: Bank Guarantee

Unconditional Bank Guarantee equivalent to two months rent plus GST.

Handwritten signature of Malcolm, appearing to be 'Malcolm' with a stylized flourish below it.Handwritten signature of Robert Marshall, written in a cursive style.

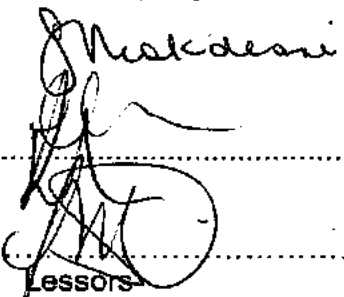
-40-

THIS IS THE EXECUTION PAGE OF ANNEXURE "A" OF THE LEASE BETWEEN
JENNIFER LEIGH MOKDESSI, LISA ROSE MOKDESSI, KATHRYN LEIGH SOUTOS
& CHRISTOPHER CHEHAIDIE MOKDESSI (AS LESSOR)
AND
SUBWAY REALTY PTY LIMITED ACN 009 277 374 (AS LESSEE)

Dated: 30 JULY 2018

We certify this dealing correct for the purposes of the Real Property Act 1900.


Signature of Witness
DONALD R. SMITH
Name of Witness


Lessors

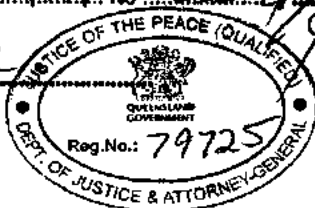
~~Executed by SUBWAY REALTY PTY
LIMITED ACN 009 277 374
In accordance with Section 127 of the
Corporations Act 2001:-~~

Director

Secretary

Executed by Subway Realty Pty Ltd (ACN 009 277 374) by its duly
constituted attorney, Chris Ruddell, Senior Legal Assistant,
pursuant to Power of Attorney Dated/Book 47114 No 222
In the presence of


Michelle Milne
Justice of the Peace (Qual)




CHRIS RUDDELL

16/7/2018

MASTERS & ASSOCIATES PTY. LTD.
ACN 002 865 072

**SURVEYORS REGISTERED UNDER
THE SURVEYORS ACT, 1923.**

自來水及下水道工程設計



116 Cornhill Street,
Wollongong. 2500
Phone: (02) 4228 9911
Fax: (02) 4228 2513

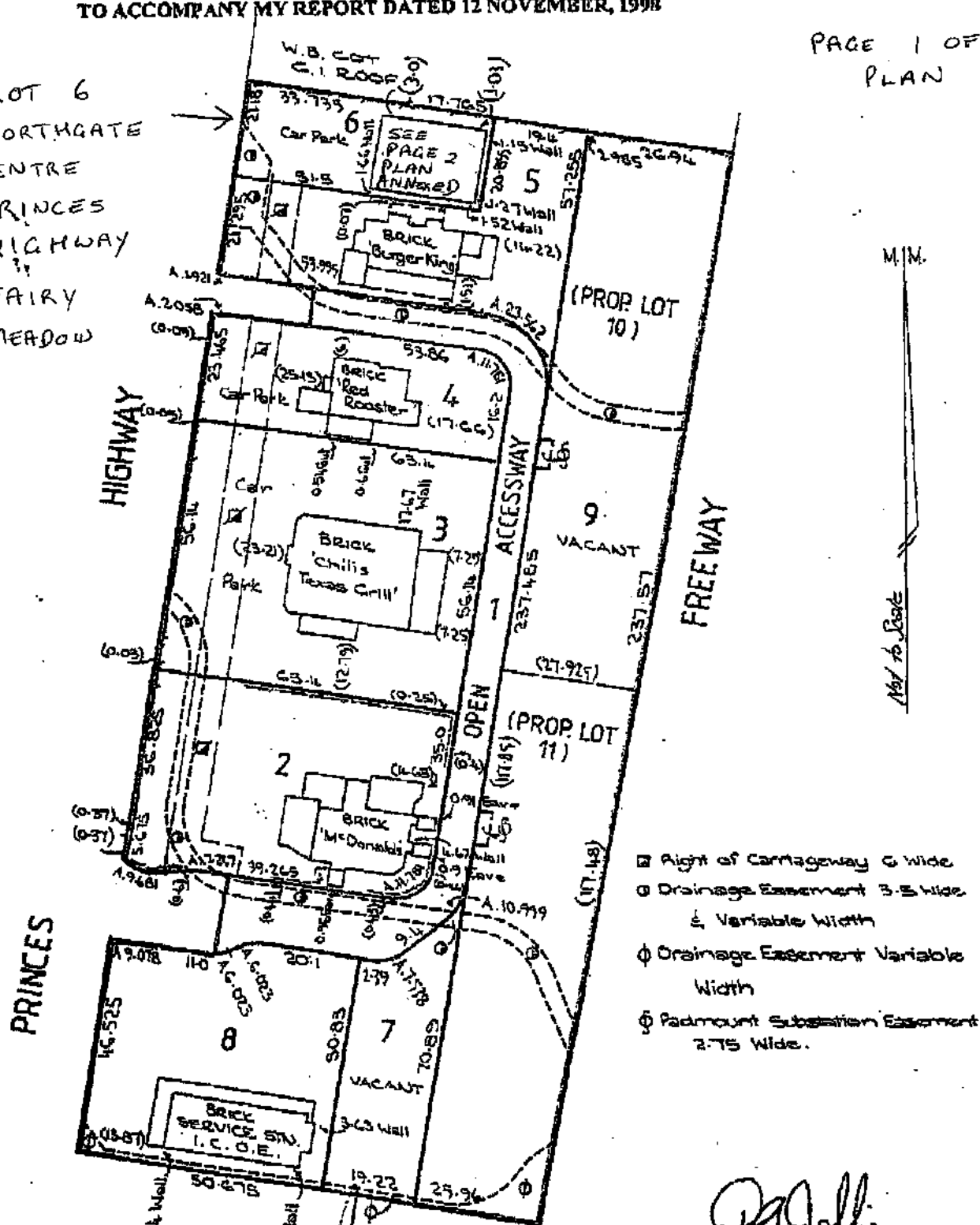
P.O. BOX 1207
WOLLONGONG, 2500
DX 27840 Wollongong Court

45127

TO ACCOMPANY MY REPORT DATED 12 NOVEMBER, 1998

PAGE 1 OF
PLAN

LOT 6
NORTHGATE
CENTRE
PRINCES
HIGHWAY
FAIRY
MEADOW



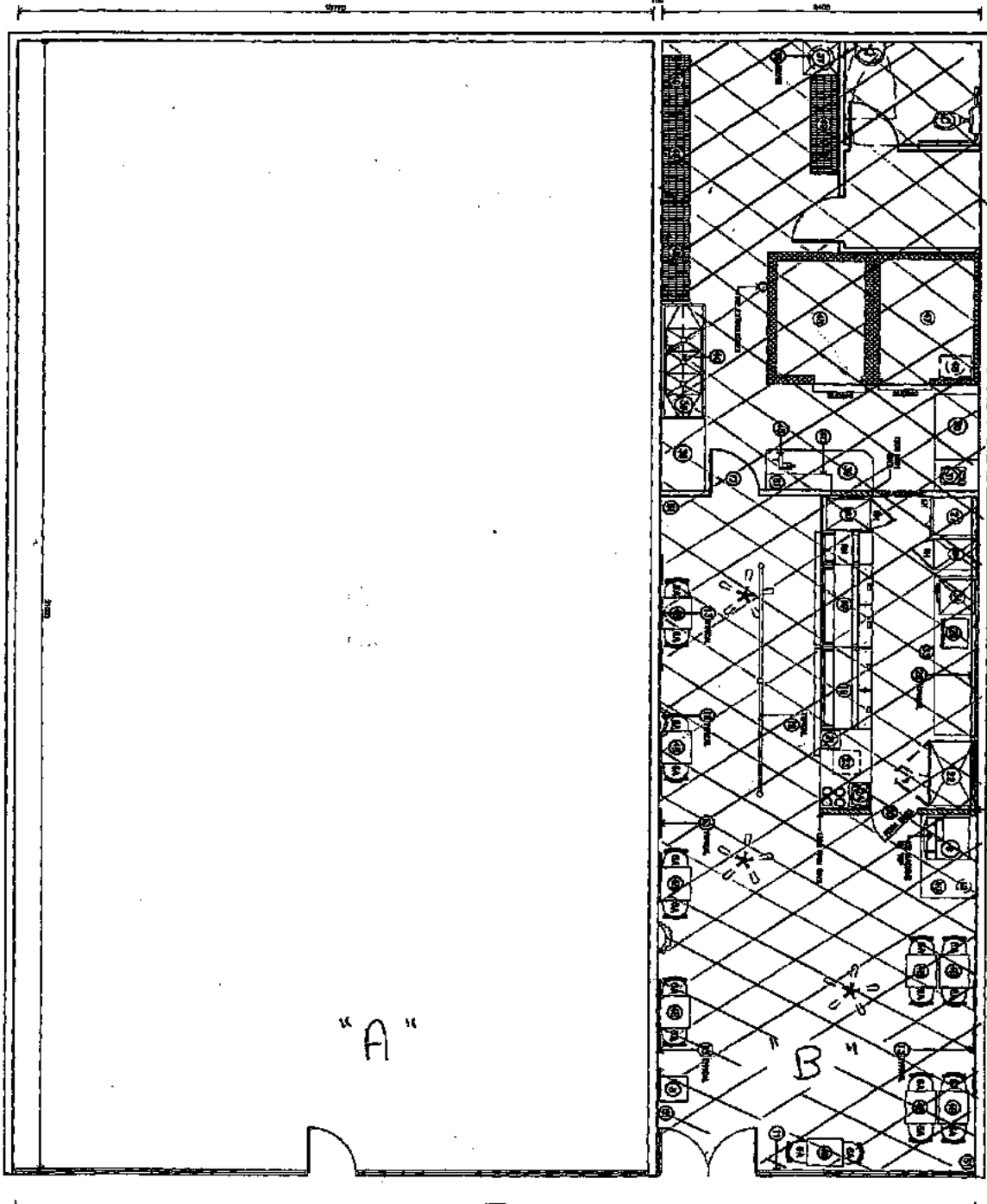
- ⓐ Right of Carriageway 6 wide
- ⓑ Drainage Easement 3-5 wide
 & Variable Width
- ⓒ Drainage Easement Variable
 Width
- ⓓ Padmount Substation Easement
 2-7.5 Wide.

WOODHILL

[Signature]
SURVEYOR REGISTERED UNDER THE
SURVEYORS ACT 1929 AS AMENDED.

PAGE 2 OF PLAN

01 FLOOR PLAN
 SCALE 1:75



THE LEASED PREMISES IS FULLY WALLED.
 CARPARK
 (NOT TO SCALE)

PRINCES HIGHWAY

Michael
[Signature]
[Signature]
 Page 44 of 44

REVISIONS	
ISSUE	DATE
1	11/11/2008
PROJECT LB, NORTHGATE CENTRE, PRINCES HWY, FAIRY MEADOWS NSW	
CLIENT 	
DRAWING TITLE FLOOR PLAN	
SCALE 1:50	
DATE 11/11/2008	
BY NT 01	
FOR A	

STORE NO.	48142
DN	DNAB DINA
FRANCHISEE	FRANCISCO VASQUEZ & FRANK TUNG
LOCATION	FAIRY MEADOWS NSW

InfoTrack
Level 8, 135 King Street
Sydney NSW 2000

REFERENCE	CERT-2024/905
Issued	14-Feb-2024
Certificate Type	Section 10.7(2)
Your Reference	24012
Council Property Reference	359936

PLANNING CERTIFICATE

Issued Under Section 10.7 of the Environmental Planning and Assessment Act 1979

PROPERTY DETAILS

Legal Description	Lot 6 DP 270162
Location	Northgate Centre 210 Princes Highway FAIRY MEADOW NSW 2519

This certificate provides information on how a property (such as land and buildings) may be used and the limits on its development. The certificate contains information Council is aware of through its records and environmental plans, along with data supplied by the State Government.

SECTION 10.7 (2) DETAILS

As at the date of this certificate, the following prescribed matters under section 10.7(2) of the Act relate to the abovementioned land:

1. NAMES OF RELEVANT PLANNING INSTRUMENTS AND DEVELOPMENT CONTROL PLANS

(1) The name of each environmental planning instrument and development control plan that applies to the carrying out of development on the land

Wollongong Local Environment Plan 2009

Wollongong Development Control Plan 2009

State Environmental Planning Policies

State Environmental Planning Policy (Planning Systems) 2021
State Environmental Planning Policy (Biodiversity and Conservation) 2021
State Environmental Planning Policy (Resilience and Hazards) 2021
State Environmental Planning Policy (Transport and Infrastructure) 2021
State Environmental Planning Policy (Industry and Employment) 2021
State Environmental Planning Policy (Resources and Energy) 2021
State Environmental Planning Policy (Primary Production) 2021
State Environmental Planning Policy (Housing) 2021
State Environmental Planning Policy (Precincts - Regional) 2021
State Environmental Planning Policy (Exempt and Complying) 2008
State Environmental Planning Policy (Building Sustainability Index BASIX) 2004

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

Explanation of Intended Effect

Draft Development Control Plan 2009 Review

The Wollongong Development Control Plan 2009 came into force on 3 March 2010. The following draft chapters are available for public exhibition:

B4 Development in Business Zones – Wilga Street Block Corrimal

C17 Telecommunications and Radio Communication Facilities

D16 Draft Neighbourhood Plans for various lots – West Dapto Urban Release Area

D16 Draft Neighbourhood Plan – Elm Park

D16 Draft Neighbourhood Plan - Marshall Vale/Duck Ck

D16 Draft Neighbourhood Plan – Iowna

D15 Draft Neighbourhood Plan – BlueScope

E12 Bush Fire Management

(3) Subsection (2) does not apply in relation to a proposed environmental planning instrument or draft development control plan if –

- (1) It has been more than 3 years since the end of the public exhibition period for the proposed instrument or draft plan, or
- (2) For a proposed environmental planning instrument, the Planning Secretary has notified the council that the making of the proposed instrument has been deferred indefinitely or has not been approved.

(4) In this section –

***proposed environmental planning instrument* means a draft environmental planning instrument and includes a planning proposal for a Local Environmental Plan.**

2. ZONING AND LAND USE UNDER RELEVANT PLANNING INSTRUMENTS

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described –

Wollongong Local Environment Plan 2009

The following matters for each environmental planning instrument or draft environmental planning instrument that includes the land in a zone, however described –

- (a) the identity of the zone (see below)**
- (b) the purposes for which development in the zone (see below) -**
 - i. may be carried out without development consent

ii. may not be carried out except with development consent

iii. is prohibited

E3 Productivity Support

1. Objectives of zone

- To provide a range of facilities and services, light industries, warehouses and offices.
- To provide for land uses that are compatible with, but do not compete with, land uses in surrounding local and commercial centres.
- To maintain the economic viability of local and commercial centres by limiting certain retail and commercial activity.
- To provide for land uses that meet the needs of the community, businesses and industries but that are not suited to locations in other employment zones.
- To provide opportunities for new and emerging light industries.
- To enable other land uses that provide facilities and services to meet the day to day needs of workers, to sell goods of a large size, weight or quantity or to sell goods manufactured on-site.
- To allow some diversity of activities that will not significantly detract from the operation of existing or proposed development or the amenity enjoyed by nearby residents, or have an adverse impact on the efficient operation of the surrounding road system.

2. Permitted without consent

Building identification signs; Business identification signs; Home occupations

3. Permitted with consent

Advertising structures; Animal boarding or training establishments; Boat building and repair facilities; Business premises; Car parks; Centre-based child care facilities; Community facilities; Depots; Entertainment facilities; Environmental facilities; Function centres; Garden centres; Hardware and building supplies; Heavy industrial storage establishments; Helipads; Home businesses; Hotel or motel accommodation; Industrial retail outlets; Industrial training facilities; Information and education facilities; Kiosks; Landscaping material supplies; Light industries; Local distribution premises; Markets; Mortuaries; Neighbourhood shops; Office premises; Oyster aquaculture; Passenger transport facilities; Places of public worship; Plant nurseries; Recreation areas; Recreation facilities (indoor); Recreation facilities (major); Recreation facilities (outdoor); Registered clubs; Research stations; Respite day care centres; Roads; Rural supplies; Service stations; Sex services premises; Specialised retail premises; Storage premises; Take away food and drink premises; Tank-based aquaculture; Timber yards; Transport depots; Truck depots; Vehicle body repair workshops; Vehicle repair stations; Vehicle sales or hire premises; Veterinary hospitals; Warehouse or distribution centres; Wholesale supplies

4. Prohibited

Any development not specified in item 2 or 3

Note: For subdivision consent requirements see Clause 2.6 of Wollongong Local Environmental Plan 2009.

Demolition of a building or work requires consent see Clause 2.7 of Wollongong Local Environmental Plan 2009.

Development below the mean high water mark requires consent see Clause 5.7 of Wollongong Local Environmental Plan 2009.

Note: Wollongong Local Environmental Plan 2009 should be consulted to ascertain its full effect on the land.

(c) Whether additional permitted uses apply to the land -

Schedule 1 Clause 2.5 applies to E3 Zones, and permits development for the purposes of shop top housing is permitted with development consent.

(d) Whether any development standards applying to the land fix minimum land dimensions for the erection of a dwelling- house on the land, and if so, the fixed minimum land dimensions -

Refer to State Environmental Planning Policy applying to this land.

(e) Whether the land is in an area of outstanding biodiversity value under the Biodiversity Conservation Act 2016 -

Nil

(f) Whether the land is in a conservation area (however described)

Nil

(g) Whether an item of environmental heritage (however described) is situated on the land

Nil

3. CONTRIBUTION PLANS

- (1) The name of each contributions plan under the Act, Division 7.1 applying to the land, including draft contributions plans;

Contributions Plan

Wollongong City-Wide Development Contributions Plan 2023

This plan levies contributions under Section 7.12 of the *Environmental Planning and Assessment Act 1979 (NSW)*. The contribution is calculated based on the proposed cost of carrying out development and the applicable percentage rate. Where applicable, the requirement to pay contributions will be included in any development consent or complying development certificate issued. Further information is available from Council's website.

Draft Contributions Plan

Nil

- (2) If the land is in a region within the meaning of the Act, Division 7.1 Subdivision 4

(a) the name of the region, and

(b) the name of the Ministerial planning order in which the region is identified.

(a) Illawarra-Shoalhaven region

(b) *Environmental Planning and Assessment (Housing and Productivity Contribution) Order 2023*

- (3) If the land is in special contributions area to which a continued 7.23 determination applies, the name of the area

Nil

(4) In this section –

Continued 7.23 determination mean a 7.23 determination that –

- (a) has been continued in force by the Act, Schedule 4, Part 1 and
- (b) has not been repealed as provided by that part.

Note – The Act, Schedule 4, Part 1 contains other definitions that affect the interpretation of this section.

4. COMPLYING DEVELOPMENT

- (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, clause 1.17A(1)(c)–(e), (2), (3) or (4), 1.18(1)(c3) or 1.19.
- (2) If complying development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which complying Development may or may not be carried out on the land, a statement that—
 - (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which complying development may or may not be carried out on the land.
- (4) If the complying development codes are varied, under that Policy, clause 1.12, in relation to the land.

Note: For land to which State Environmental Planning Policy (Three Ports) 2013 applies, Exempt and Complying Development is detailed under clauses 24 and 25 of this State Environmental Planning Policy.

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

Subject to the terms of each code, and the zoning of the land, complying development may be carried out for the following codes to the extent that the land has no affectation.

- Part 3 Housing Code
- Part 3A - Rural Housing Code (RU1, RU2, RU3, RU4, RU6, R5)
- Part 3B - Low Rise Housing Diversity Code (R1, R2, R3, RU5)
- Part 4 - Housing Alterations Code
- Part 4A - General Development Code
- Part 5 - Industrial and Business Alterations Code
- Part 5A - Industrial and Business Buildings Code
- Part 5B - Container Recycling Facilities Code
- Part 6 - Subdivisions Code
- Part 7 - Demolition Code
- Part 8 - Fire Safety Code

- Part 9 – Agritourism and Farm Stay Accommodation Code

5. EXEMPT DEVELOPMENT

- (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.
- (2) If exempt development may not be carried out on the land because of 1 of those clauses, the reasons why it may not be carried out under the clause.
- (3) If the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land, a statement that -
 - (a) a restriction applies to the land, but it may not apply to all of the land, and
 - (b) the council does not have sufficient information to ascertain the extent to which exempt development may or may not be carried out on the land.
- (4) If the exempt development codes are varied, under that Policy, clause 1.12, in relation to the land

Lot 6 DP 270162

State Environmental Planning Policy (Exempt and Complying Development Codes) 2008

- (1) Subject to the terms of each code, and the zoning of the land, exempt development may be carried out for the following codes to the extent that the land has no affectation.

Part 2 - Exempt Development Code

6. AFFECTED BUILDING NOTICES AND BUILDING PRODUCT RECTIFICATION ORDERS

- (1) Whether the council is aware that -
 - (a) an affected building notice is in force in relation to the land, or
 - (b) a building product rectification order is in force in relation to the land that has not been fully complied with, or
 - (c) a notice of intention to make a building product rectification order given in relation to the land is outstanding.
- (2) In this section -

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

Nil.

7. LAND RESERVED FOR AQUISITION

Whether an environmental planning instrument or proposed environmental planning instrument referred to in section 1 makes provision in relation to the acquisition of the land by an authority of the State, as referred to in the Act, section 3.15.

Nil

8. ROAD WIDENING AND ROAD REALIGNMENT

Whether the land is affected by road widening or road realignment under –

- (a) the Roads Act 1993, Part 3, Division 2, or
- (b) an environmental planning instrument, or
- (c) a resolution of the council

Council has no record that the land is affected by any Road Widening or Road Realignment under:

- a. Part 3 of Division 2 of the *Roads Act 1993*, or
- b. any environmental planning instrument, or
- c. any resolution of the Council.

9. FLOOD RELATED DEVELOPMENT CONTROLS

(1) If the land or part of the land is within the flood planning area and is subject to flood related development controls.

Lot 6 DP 270162

It is unknown if the land or part of the land is within the flood planning area and thus subject to flood related controls. Please refer to Council's Wollongong LEP 2009 and Wollongong DCP 2009 – Chapters E13, NSW State Government's Floodplain Development Manual (2005) and any relevant Flood Studies or Floodplain Risk Management Studies and Plans. Further flood information relating to this land may be available by application under section 10.7(5) of the Environmental Planning & Assessment Act 1979.

(2) If 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 6 DP 270162

It is unknown if the land or part of the land is between the flood planning area and probable maximum area and thus is subject to flood related controls. Please refer to Council's Wollongong LEP 2009 and Wollongong DCP 2009 – Chapters E13, NSW State Government's Floodplain Development Manual (2005) and any relevant Flood Studies or Floodplain Risk Management Studies and Plans. Further flood information relating to this land may be available by application under section 10.7(5) of the Environmental Planning & Assessment Act 1979.

(3) In this clause -

flood planning area has the same meaning as in the Flood Risk Management Manual.

Floodplain Risk Management Manual means the *Flood Risk Management Manual*, ISBN 978-1-923076-17-4 published by the NSW Government in June 2003.

probable maximum flood has the same meaning as in the Flood Risk Management Manual.

Further flood information relating to this parcel of land is available by application under section 10.7(5) of the Environmental Planning & Assessment Act 1979.

Please note that flood information may change due to Council's flood study and Floodplain Risk Management Study currently being reviewed. As part of the review, design parameters for these studies are changing, and therefore the flood levels, velocities and flood risks may vary from the current flood study.

10. COUNCIL AND OTHER PUBLIC AUTHORITY POLICIES ON HAZARD RISK RESTRICTIONS

- (1) Whether any of the land is affected by an adopted policy that restricts the development of the land because of the likelihood of land slip, bush fire, tidal inundation, subsidence, acid sulfate soils, contamination, aircraft noise, salinity, coastal hazards, sea level rise or another risk, other than flooding -
- Council has adopted Clause 7.10 of Wollongong Local Environmental Plan 2009 – Development in Areas subject to airport noise.
 - Council has adopted Chapter E20 of Wollongong Development Control Plan 2009 – Contaminated Land Management.
 - Council has adopted “Wollongong Development Control Plan 2009 – Chapter E12 Geotechnical Assessment”.
 - Council has adopted Acid Sulfate Maps.
 - Council has adopted “Wollongong Development Control Plan 2009 – Chapter E16 Bushfire Management”. The Rural Fire Service has endorsed the Bush Fire Prone Land map.
 - Unhealthy Building Land Policy, adopted by the Environmental Protection Authority.
 - Council has adopted Wollongong City Council Coastal Zone Study (Cardno, Lawson, Treloar 2010).
- (2) In this section - **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.

11. BUSH FIRE PRONE LAND

- (1) If any of the land is bush fire prone land, designated by the Commissioner of the NSW Rural Fire Service under the Act, section 10.3, a statement that all or some of the land is bush fire prone land
- (2) If none of the land is bush fire prone land, a statement to that effect

The land is **not** recorded in Council's records as bushfire prone land.

12. LOOSE-FILL ASBESTOS INSULATION

If the land includes residential premises, within the meaning of the *Home Building Act 1989*, Part 8, Division 1A, that are listed on the Register kept under that Division, a statement to that effect

For register information contact www.fairtrading.nsw.gov.au

Nil

13. MINE SUBSIDENCE

Whether the land is declared to be a mine subsidence district, within the meaning of the *Coal Mine Subsidence Compensation Act 2017*.

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

14. PAPER SUBDIVISION INFORMATION

(1) The name of a development plan adopted by a relevant authority that—

- (a) applies to the land, or
- (b) is proposed to be subject to a ballot.

Nil

(2) The date of a subdivision order that applies to the land.

Not Applicable.

(3) Words and expressions used in this section have the same meaning as in this Regulation, Part 10 and the Act, Schedule 7.

15. PROPERTY VEGETATION PLANS

If the land is land in relation to which a property vegetation plan is approved and in force under the *Native Vegetation Act 2003*, Part 4, a statement to that effect, but only if the council has been notified of the existence of the plan by the person or body that approved the plan under that Act.

Council has not been notified that the land is affected by a Property Vegetation Plan issued under the *Native Vegetation Act 2003*.

16. BIODIVERSITY STEWARDSHIP SITES

If the land is a biodiversity stewardship site under a biodiversity stewardship agreement under the *Biodiversity Conservation Act 2016*, Part 5, a statement to that effect, but only if the council has been notified of the existence of the agreement by Biodiversity Conservation Trust.

*Note - Biodiversity stewardship agreements include biobanking agreements under the *Threatened Species Conservation Act 1995*, Part 7A that are taken to be biodiversity stewardship agreements under the *Biodiversity Conservation Act 2016*, Part 5.*

Nil

17. BIODIVERSITY CERTIFIED LAND

If the land is biodiversity certified land under the *Biodiversity Conservation Act 2016*, Part 8, a statement to that effect.

*Note: Biodiversity certified land includes land certified under Part 7AA of the *Threatened Species Conservation Act 1995* that is taken to be certified under the *Biodiversity Conservation Act 2016*, Part 8.*

Nil

18. ORDERS UNDER TREES (DISPUTES BETWEEN NEIGHBOURS) ACT 2006

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, but only if the council has been notified of the order.

Council has not been notified of an order.

19. ANNUAL CHARGES UNDER LOCAL GOVERNMENT ACT 1993 FOR COASTAL PROTECTION SERVICES THAT RELATE TO EXISTING COASTAL PROTECTION WORKS

(1) If the *Coastal Management Act 2016* applies to the council, whether the owner, or a previous owner, of the land has given written consent to the land being subject to annual charges under the *Local*

Government Act 1993, section 496B, for coastal protection services that relate to existing coastal protection works.

(2) In this section -

existing coastal protection works has the same meaning as in the *Local Government Act 1993*, section 553B.

Note: Existing coastal protection works are works to reduce the impact of coastal hazards on land, such as seawalls, revetments, groynes and beach nourishment, that existed before 1 January 2011.

Nil

20. STATE ENVIRONMENTAL PLANNING POLICY (WESTERN SYDNEY AEROTROPOLIS) 2020

Whether under *State Environmental Planning Policy (Western Sydney Aerotropolis) 2020* the land is -

- (a) in an ANEF or ANEC contour of 20 or greater, as referred to in that Policy, clause 19, or
- (b) shown on the Lighting Intensity and Wind Shear Map, or
- (c) shown on the Obstacle Limitation Surface Map, or
- (d) in the “public safety area” on the Public Safety Area Map, or
- (e) 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 CONDITIONS FOR SENIORS HOUSING

If *State Environmental Planning Policy (housing) 2021*, chapter 3, Part 5 applied to the land, 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, clause 88(2);

Nil

22. SITE COMPATIBILITY CERTIFICATES AND DEVELOPMENT CONSENT CONDITIONS FOR AFFORDABLE RENTAL HOUSING

- (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 and, if there is a certificate -
 - a) the period for which the certificate is current, and
 - b) that a copy may be obtained from the Department.
- (2) If *State Environmental Planning Policy (Housing) 2021*, Chapter 2, Part 2, Division 1 or 5 applies to the land, any conditions of a development consent in relation to the land that are of a kind referred to in that Policy, clause 21(1) or 40(1).
- (3) 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).
- (4) In this section— **former site compatibility certificate** means a site compatibility certificate issued under *State Environmental Planning Policy (Affordable Rental Housing) 2009*

Nil

CONTAMINATED LAND MANAGEMENT ACT 1997

Note: The following matters are prescribed by section 59 (2) of the Contaminated Land Management Act 1997 as additional matters to be specified in a planning certificate:

- (a) that the land to which the certificate relates is significantly contaminated within the meaning of that Act- if the land (or part of the land) is significantly contaminated land at the date when the certificate is issued,
- (b) that the land to which the certificate relates is subject to a management order within the meaning of the Act- if it is subject to such an order at the date when the certificate is issued,
- (c) that the land to which the certificate relates is the subject of an approved voluntary management proposal within the meaning of that Act – if it is the subject of such an approved proposal at the date when the certificate is issued,
- (d) that the land to which the certificate relates is subject to an ongoing maintenance order within the meaning of that Act – if it is subject to such an order at the date when the certificate is issued,
- (e) that the land to which the certificate relates is the subject of a site audit statement within the meaning of the Act – if a copy of such a statement has been provided at any time to the local authority issuing the certificate

Council has **not** been advised that:

- a. The land is significantly contaminated land within the meaning of the Contaminated Land Management Act 1997
- b. The land is subject to a management order within the meaning of the Contaminated Land Management Act 1997
- c. The land is subject to an approved voluntary management proposal within the meaning of the Contaminated Land Management Act 1997
- d. The land is subject to an ongoing maintenance order within the meaning of the Contaminated Land Management Act 1997
- e. The land is the subject of a site audit statement within the meaning of the Contaminated Land Management Act 1997.

OTHER INFORMATION

Illawarra Shoalhaven Regional Plan

The Department of Planning, Industry and Environment released the Illawarra Shoalhaven Regional Plan 2041.

Business Zone-Cultural Plan and Live Music

The Wollongong City Centre and Town Centres, play a key role in accommodation cultural, sporting and business uses.

A key to the revitalisation of these centres is to build on these aspects through greater activation and investment beyond 5pm through an evening economy.

Future residents should be aware that these uses may generate noise, odour, traffic and have longer hours of operation, which is part of living in/near a commercial centre

Bushfire

In accordance with State Environmental Planning Policy (Exempt and Complying Development Codes) 2008 Clause 1.19A any complying development (except under the Housing Alternation Code) may only be carried out on the lot if the development will not be carried out on any part of the lot that in the bush fire attack level-40 (BAL- 40) or the flame zone (BAL-FZ). In addition, for development specified for the

Rural Housing Code any associated access way to the development must be on land that is not in the BAL- 40 or BAL-FZ or grassland.

GENERAL INFORMATION

The following general information is brought to the attention of land owners.

1. Tree Management Policy

Wollongong DCP Chapter E17 - Tree and Vegetation Management along with Council's Tree Management Policy outline Council's requirements for the preservation and management of trees and other vegetation within the Wollongong Local Government Area. A person must not undertake clearing, pruning or removal of a declared tree or vegetation without development consent through a Development Application, or a Permit granted by Council.

A declared tree is defined as -

- a) Five (5) metres or more in height; or
- b) Have a diameter of 30 cm (300mm) or more measured at ground level.

Please note that:

- A permit is also required for any dead or dying trees.
- Pruning of major structural roots or anchor roots are also subject to a Permit.

Some trees may be exempt and do not require a permit to prune and/or remove them.

Information on permit and development application requirements, including other exemptions please refer to the Wollongong Development Control Plan Chapter E17 – Tree and Vegetation Management.

Further information regarding a tree permit application process and trees and development can be obtained from Council's website: <http://www.wollongong.nsw.gov.au/trees> or by contacting Council's Customer Service on 4227 7111.

2. Termite Management for Buildings

Australian Standards 3660.1-2000 (New Buildings) AS 3660.2-2000 (Existing Buildings) Termite Management, recommends that buildings be inspected and be maintained in order to achieve termite management of buildings. Licensed Pest Control Contractors should be contacted to achieve necessary termite control.

3. Lead Paint and Building Renovations

Your attention is drawn to the hazards associated with lead-based paints during building renovation. Suitable precautions should be taken when removing flaking paint or sanding painted surfaces suspected to have been treated with lead-based paint to prevent contamination of the immediate environment and associated health risk from lead dust.

AS 4361 – Part 2 – Guide to Lead Paint Management – Residential and Commercial.

4. Sewage Management Systems

Where a property has on-site sewage management system (this includes septic tanks, disposal trenches, aerated waste water treatment systems, composting toilets and pump out systems) the new owner must obtain an "Approval to Operate" from Council within 3 months of land ownership being transferred or otherwise conveyed.

5. Asbestos

Exposure to asbestos is a serious health hazard. In Australia, asbestos was gradually phased out of building materials in the 1980s and the supply and installation of asbestos containing goods has been

prohibited since 31 December 2003. However, asbestos legacy materials still exist in many homes, buildings and other assets and infrastructure.

Council on the 27 October 2014 adopted an Asbestos policy which states Council's commitment to and responsibilities for safely managing asbestos, and provides information for Council and the local community on safely managing asbestos. The policy can be viewed on Council's website: www.wollongong.nsw.gov.au.

6. Building Product Use Ban

On 10 August 2018, the Commissioner of Fair Trading, Department of Finance, Services and Innovation issued, by way of a notice, a Building Product Use Ban under Section 9(1) of the Building Products (Safety) Act 2017. This notice prohibited the use of Aluminium Composite Panels (ACPs) with a core of greater 30 percent Polyethylene (PE) by mass ("the building product") in any external cladding, external wall, external insulation, faced or rendered finish in certain classes of buildings under the National Construction Code and subject to certain exceptions. The ban commenced operation on Wednesday 15 August 2018.

You should undertake your own inquiries as to whether any of the Panels referenced in the Building Product Use Ban have been utilised in the building.

This document is authorised by:

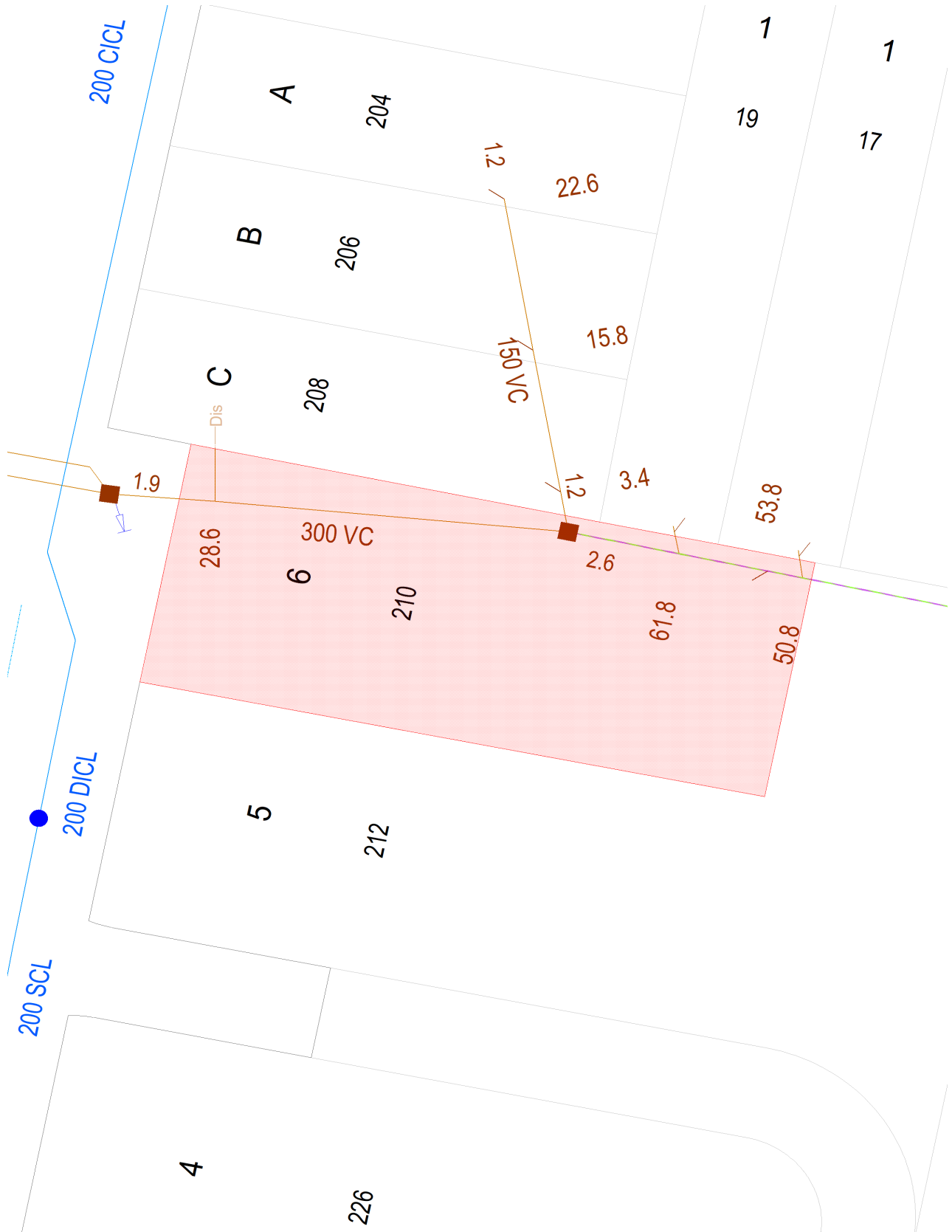
LIS Information Officer - Section 10.7 Planning Certificates

Wollongong City Council

Telephone (02) 42277111

Service Location Print

Application Number: 8003146473



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Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

Asset Information

Legend

Sewer		Property Details	
Sewer Main (with flow arrow & size type text)		Boundary Line	
Disused Main		Easement Line	
Rising Main		House Number	
Maintenance Hole (with upstream depth to invert)		Lot Number	
Sub-surface chamber		Proposed Land	
Maintenance Hole with Overflow chamber		Sydney Water Heritage Site (please call 132 092 and ask for the Heritage Unit)	
Ventshaft EDUCT			
Ventshaft INDUCT			
Property Connection Point (with chainage to downstream MH)			
Concrete Encased Section			
Terminal Maintenance Shaft			
Maintenance Shaft			
Rodding Point			
Lamphole			
Vertical			
Pumping Station			
Sewer Rehabilitation			
Pressure Sewer		Water	
Pressure Sewer Main		WaterMain - Potable (with size type text)	
Pump Unit (Alarm, Electrical Cable, Pump Unit)		Disconnected Main - Potable	
Property Valve Boundary Assembly		Proposed Main - Potable	
Stop Valve		Water Main - Recycled	
Reducer / Taper		Special Supply Conditions - Potable	
Flushing Point		Special Supply Conditions - Recycled	
Vacuum Sewer		Restrained Joints - Potable	
Pressure Sewer Main		Restrained Joints - Recycled	
Division Valve		Hydrant	
Vacuum Chamber		Maintenance Hole	
Clean Out Point		Stop Valve	
Stormwater		Stop Valve with By-pass	
Stormwater Pipe		Stop Valve with Tapers	
Stormwater Channel		Closed Stop Valve	
Stormwater Gully		Air Valve	
Stormwater Maintenance Hole		Valve	
		Scour	
		Reducer / Taper	
		Vertical Bends	
		Reservoir	
		Recycled Water is shown as per Potable above. Colour as indicated	
Private Mains		Potable Water Main	
		Recycled Water Main	
		Sewer Main	
		Symbols for Private Mains shown grey	

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Pipe Types

ABS	Acrylonitrile Butadiene Styrene	AC	Asbestos Cement
BRICK	Brick	CI	Cast Iron
CICL	Cast Iron Cement Lined	CONC	Concrete
COPPER	Copper	DI	Ductile Iron
DICL	Ductile Iron Cement (mortar) Lined	DIPL	Ductile Iron Polymeric Lined
EW	Earthenware	FIBG	Fibreglass
FL BAR	Forged Locking Bar	GI	Galvanised Iron
GRP	Glass Reinforced Plastics	HDPE	High Density Polyethylene
MS	Mild Steel	MSCL	Mild Steel Cement Lined
PE	Polyethylene	PC	Polymer Concrete
PP	Polypropylene	PVC	Polyvinylchloride
PVC - M	Polyvinylchloride, Modified	PVC - O	Polyvinylchloride, Oriented
PVC - U	Polyvinylchloride, Unplasticised	RC	Reinforced Concrete
RC-PL	Reinforced Concrete Plastics Lined	S	Steel
SCL	Steel Cement (mortar) Lined	SCL IBL	Steel Cement Lined Internal Bitumen Lined
SGW	Salt Glazed Ware	SPL	Steel Polymeric Lined
SS	Stainless Steel	STONE	Stone
VC	Vitrified Clay	WI	Wrought Iron
WS	Woodstave		

Further Information

Please consult the Dial Before You Dig enquiries page on the Sydney Water website.

For general enquiries please call the Customer Contact Centre on 132 092

In an emergency, or to notify Sydney Water of damage or threats to its structures, call 13 20 90 (24 hours, 7 days)

Disclaimer

The information on this print shows if we provide any water, wastewater or stormwater services to this property. It may not be accurate or to scale. If you'd like to see the location of private wastewater pipes on the property, please buy a **Sewer service diagram**.

COMMERCIAL REQUISITIONS ON TITLE

Vendor:
Purchaser:
Property:
Dated:

Possession and tenancies

1. Vacant possession of the Property must be given on completion unless the Contract provides otherwise.
2. Is anyone in adverse possession of the Property or any part of it?
3.
 - (a) What is the nature of any tenancy or occupancy?
 - (b) If it is in writing, all relevant documentation should be produced, found in order and handed over on completion with notices of attornment.
 - (c) Please specify any existing breaches.
 - (d) What is the current rent payable?
 - (e) All rent should be paid up to or beyond the date of completion.
 - (f) Please provide details of any bond money held, which money is to be paid to or allowed to the purchaser on completion.
 - (g) If the bond money is held by the Rental Bond Board, the appropriate transfer documentation duly signed should be handed over on completion.
 - (h) Please provide details of any security deposits and copies of any bank guarantees which are held by the vendor.
 - (i) Appropriate transfer documentation duly signed should be handed over on completion assigning the vendor's interest in the security deposits, bank guarantees and any personal guarantees.
 - (j) Are there any sub-leases? If so, copies should be provided.
 - (k) Please provide details of current insurances held by the tenant over the improvements and/or for public liability and plate glass, in particular the type of the cover, the name of the insurer, the period of the cover and the amount of the cover.
 - (l) Has the vendor or the tenant of any residential tenancy taken any steps to seek any benefit or protection under any law enacted in response to the COVID-19 pandemic? If so please provide details of the steps taken and of the progress or outcome of any negotiations or hearing.
 - (m) Is the lessee of any retail or commercial lease entitled to the benefits of any law enacted in response to the COVID-19 pandemic, limiting the rights of the vendor as lessor? If so, please provide details of any subsequent negotiations, mediation, dispute resolution or proceedings.
 - (n) Has there been any application for land tax relief or residential tenancy support payment? If so, please provide details.
4. Is any tenancy subject to the *Retail Leases Act 1994* (NSW)?
If so:
 - (a) complete copies of the disclosure statements as required by the *Retail Leases Act 1994* (NSW) should be provided;
 - (b) a copy of a certificate given under Section 16(3) of the *Retail Leases Act 1994* (NSW) should be provided or other evidence to confirm that Section 16 would not apply to the lease;
 - (c) is the vendor aware of any provision of the lease which is not enforceable because of a non disclosure in the disclosure statement or any lease which has been entered into in contravention of the *Retail Leases Act 1994* (NSW)?
5. Is any part of the Property affected by a protected tenancy (a tenancy affected by Schedule 2, Part 7 of the *Residential Tenancies Act 2010* (NSW))? If so, please provide details.
6. If any tenancy is subject to the *Residential Tenancies Act 2010* (NSW):
 - (a) has either the vendor or any predecessor or the tenant applied to the NSW Civil and Administrative Tribunal for an order?
 - (b) have any orders been made by the NSW Civil and Administrative Tribunal? If so, please provide details.

Title

7. Subject to the Contract, on completion the vendor should be registered as proprietor in fee simple of the Property free from all encumbrances and notations.
8. On or before completion, any mortgage, caveat, writ or priority notice must be discharged, withdrawn, cancelled or removed as the case may be or, in the case of a mortgage, caveat or priority notice, an executed discharge or withdrawal or removal handed over on completion.

9. Are there any proceedings pending or concluded that could result in the recording of any writ on the title to the Property or in the General Register of Deeds? If so, full details should be provided at least 14 days prior to completion.
10. When and where may the title documents be inspected?
11.
 - (a) **In these requisitions, personal property, secured party, security agreement, security interest and verification certificate have the same meanings as in the Personal Property Securities Act 2009 (Cth).**
 - (b) **Are the inclusions** or other items of **personal property included in the sale (inclusions)** subject to a security interest or has the vendor entered into any **security agreement** in respect of **the inclusions and in respect of** which the vendor has received, or waived its right to receive, a verification **certificate**? If so, please provide full details of the property the subject of the security interest, the nature of the **security** agreement giving rise to the security interest and the **full name, address, ACN and/or ABN of the** secured party or security agreement counterparty.
 - (c) If a security interest has arisen or been granted over **the inclusions**, the vendor must procure a full release and discharge of that security interest by the secured party to the extent that it relates to **the inclusions**. Please provide details of whether the release will be a full or partial release of the security interest and confirm the manner in which the release is to be effected (eg. by provision of a duly executed *Deed Poll of Release and Undertaking to Amend Registration* in the form recommended by the Australian Bankers' Association).
12. A depreciation schedule or all details of the written down values of all fixtures, fittings and chattels included in the Property must be provided.
Rates and taxes
13. All rates, taxes, levies, other charges and assessments, including land tax, affecting the Property must be paid up to the date of completion and receipts produced.
14. Is the vendor liable to pay land tax or is the Property otherwise charged or liable to be charged with land tax?
If so:
 - (a) to what year has a return been made?
 - (b) what is the taxable value of the Property for land tax purposes for the current year?
15. If any land tax certificate shows a charge for land tax on the land, the vendor must produce evidence at completion that the charge is no longer effective against the land.
Survey, Building, fencing, etc
16. Subject to the Contract, survey should be satisfactory and show that the whole of the Property is available and that there are no encroachments by or upon the Property and that all improvements comply with local government/planning legislation.
17. Is the vendor in possession of a survey report? If so, please produce a copy for inspection prior to completion. The original should be handed over on completion.
18.
 - (a) Have the provisions of the *Local Government Act 1993* (NSW), the *Environmental Planning and Assessment Act 1979* (NSW) and their regulations and instruments or former instruments been complied with?
 - (b) Have there been any alterations to improvements since 1959 requiring the consent of the Local Council or other authority? If so, please provide details and evidence of consents.
 - (c) Has the vendor a Building Information Certificate or Building Certificate? If so, it should be handed over on completion. Please provide a copy prior to completion.
 - (d) Has the vendor a Final Occupation Certificate (as referred to in the former Section 109C of the *Environmental Planning and Assessment Act 1979* (NSW)) or an Occupation Certificate as referred to in Section 6.4 of that Act for all current buildings or structures? If so, it should be handed over on completion. Please provide a copy in advance.
 - (e) Has there been any building work on the Property to which provisions of the *Home Building Act 1989* (NSW) apply? If so, please provide details and state whether the work was done pursuant to an owner/builder permit or by a licensed builder and provide details as to the permit, names of the parties and licence number(s).
19. Has any notice been given or received or has an application been made under the *Encroachment of Buildings Act 1922* (NSW) or are there circumstances which would give rise to a notice or application under that Act in respect of the Property. If the answer is yes, please provide full details.
20. Are the improvements affected or have they been previously affected by:
 - (a) termite infestation, treatment or repair?
 - (b) flooding or dampness of areas below ground levels?
 - (c) functional problems with equipment such as air conditioning, roofs or inclinators, pool equipment, building management and security systems?
21. Are there any pipes or structures below the surface of the land which are not disclosed in the Contract?
22. Is there any development approval consent to use the Property which is not disclosed in the Contract?
23. Has all the structural work including any retaining walls been designed by a qualified structural engineer?
24. If the answer to any of Requisitions 20 to 23 is yes, please provide full details.

25. Has the vendor (or any predecessor) entered into any agreement with or granted any indemnity to the local council, any water or sewerage authority or any other authority concerning any development on the Property?
26. Is there any planning agreement or other arrangement referred to in Section 7.4 of the *Environmental Planning and Assessment Act 1979* (NSW), (registered or unregistered) affecting the Property. If so please provide details and indicate if there are any proposals for amendment or revocation?
27. Is there a swimming pool in the Property to which the *Swimming Pools Act 1992* (NSW) applies? If so:
 - (a) did its installation or construction commence before or after 1 August 1990?
 - (b) has the swimming pool been installed or constructed in accordance with approvals under the *Local Government Act 1919* (NSW) and *Local Government Act 1993* (NSW)?
 - (c) does it comply with the provisions of the *Swimming Pools Act 1992* (NSW) and regulations relating to access? If not, please provide details or the exemptions claimed;
 - (d) have any notices or orders issued or been threatened under the *Swimming Pools Act 1992* (NSW) or regulations?
 - (e) if a certificate of non-compliance has issued, please provide reasons for its issue if not disclosed in the Contract;
 - (f) originals of certificate of compliance or non-compliance and occupation certificate should be handed over on settlement.
28.
 - (a) To whom do the boundary fences belong?
 - (b) Are there any party walls?
 - (c) If the answer to Requisition 28(b) is yes, specify what rights exist in relation to each party wall and produce any agreement. The benefit of any such agreement should be assigned to the purchaser on completion.
 - (d) Is the vendor aware of any dispute regarding boundary or dividing fences or party walls?
 - (e) Has the vendor received any notice, claim or proceedings under the *Dividing Fences Act 1991* (NSW)?
29. Are any rainwater downpipes connected to the sewer? If so, they must be disconnected prior to completion.

Use and enjoyment of the Property

30.
 - (a) Is the vendor aware of any rights, licences, easements, covenants or restrictions as to use affecting or benefiting the Property other than those disclosed in the Contract? If a licence benefits the Property please provide a copy and indicate:
 - (i) whether there are any existing breaches by any party to it;
 - (ii) whether there are any matters in dispute; and
 - (iii) whether the licensor holds any deposit, bond or guarantee.
 - (b) In relation to such licence:
 - (i) All licence fees and other moneys payable should be paid up to and beyond the date of completion;
 - (ii) The vendor must comply with all requirements to allow the benefit to pass to the purchaser.
 - (c) Have the covenants and restrictions disclosed in the Contract been complied with?
31. Is the vendor aware of:
 - (a) any road, drain, sewer or storm water channel which intersects or runs through the land?
 - (b) any dedication to or use by the public of any right of way or other easement over any part of the land?
 - (c) any building line fixed by the Local Council affecting the land?
 - (d) any judgment, order, decree or execution against the vendor or the Property?
 - (e) any suit current, pending or proposed in respect of the Property?
 - (f) any latent defects in the Property?
 - (g) the existence of any contamination in or on the Property including, but not limited to, materials or substances dangerous to health such as asbestos, fibreglass or polyethylene or other flammable or combustible material including cladding? If the property is a building or part of a building to which external combustible cladding has been applied, has the owner provided to the Planning Secretary details of the building and the external combustible cladding and is the building recorded in the Register maintained by the Secretary?
32. Has the vendor any notice or knowledge that the Property is affected by any of the following:
 - (a) any resumption or acquisition or proposed resumption or acquisition?
 - (b) any notice, order or proposed order requiring work to be done or money to be spent on the Property or any footpath or road adjoining? Full details of any notice, order or proposed order must be provided. Any notice or order must be complied with prior to completion.
 - (c) any work done or intended to be done on the Property or the adjacent street which may create a charge on the Property or the cost of which might be or become recoverable from the purchaser?
 - (d) any sum due to any local or public authority? If so, the same must be paid prior to completion.
 - (e) any realignment or proposed realignment of any road adjoining the Property?

- (f) any contamination including, but not limited to, materials or substances dangerous to health such as asbestos and fibreglass?
 - (g) any charge or liability including liability for restoration of the Property, or proceedings under the *Contaminated Land Management Act 1997* (NSW) or any environment protection legislation (as defined in that Act) or any circumstances which could lead to any such liability, charge or proceedings being commenced?
33. If the answer to any of Requisitions 32(a) to 32(g) is yes, please:
- (a) provide full details;
 - (b) advise whether any applicable notice, order, direction, resolution or liability has been fully complied with; and
 - (c) provide full details regarding the extent of any non-compliance.
- 34.
- (a) Does the Property have the benefit of water, sewerage, drainage, electricity, gas and telephone services?
 - (b) If so, do any of the connections for such services pass through any adjoining land? If so, it must be shown that the vendor has a right thereto which will vest in the purchaser on completion.
 - (c) Do any service connections for any other property pass through the Property?
35. Has asbestos, fibreglass or other material injurious to health been used in the construction of the Property? If the answer is yes, please provide full details.
36. Is the Property required for the purpose of paying a fine or satisfying an order for compensation?
37. Has any claim been made by any person to close, obstruct or limit access to or from the Property or to an easement over any part of the Property?

Warranties and service contracts

38. Please provide copies of any warranty or maintenance or service contract for the Property which is assignable on completion.
39. Please provide details, or copies if available, of any warranty or maintenance or service contract which is not assignable.

Zoning

40. Is the vendor aware of the Property being subject to any existing or proposed instrument or former instruments under the *Environmental Planning and Assessment Act 1979* (NSW) or other restriction on user not disclosed in the Contract? If the answer is yes, please provide full details.

Capacity

41. If the Contract discloses that the vendor is a trustee, evidence should be produced to establish the trustee's power of sale.

Requisitions and transfer

42. If not attached to the Contract and the transaction is not an excluded transaction, any *clearance certificate* under Section 14-220 of Schedule 1 of the *Taxation Administration Act 1953* (Cth) should be served on the purchaser at least 7 days prior to completion.
43. The vendor should furnish completed details within the time specified in the contract, sufficient to enable the purchaser to make any RW payment.
44. If the transfer or any other document to be handed over on completion is executed pursuant to a power of attorney, then at least 7 days prior to completion a copy of the power of attorney should be produced and found in order.
45. Searches, surveys, enquiries and inspection of any title documents must prove satisfactory.
46. The purchaser reserves the right to make further requisitions prior to completion.
47. Unless we are advised by you to the contrary prior to completion, it will be assumed that your replies to these requisitions remain unchanged as at the completion date.

Completion

48. Please confirm that on completion you will hand to us:
- (a) the vendor's copies of all leases and disclosure statements;
 - (b) notices of attornment;
 - (c) all keys in the possession of the vendor;
 - (d) original of any Building Information Certificate or Building Certificate, Survey Report, occupation certificate and swimming pool compliance or non-compliance certificate;
 - (e) instruction manuals and warranties for any plant belonging to the vendor;
 - (f) any third party guarantees together with appropriate assignments;
 - (g) any documents required for the purchaser to have benefit of any bonds;
 - (h) tax invoice;
 - (i) depreciation schedule;

- (j) any documents required for the purchaser to have good title to any fixtures, fittings or personal property;
- (k) information or devices necessary for the operation of the security system, air conditioning systems, building management systems, etc;
- (l) any security deposits or bank guarantees pursuant to any of the leases; and
- (m) keys and other mechanisms (such as remote control equipment) for access to the premises (internal and external).

Off the plan contract

49. If the Contract is an off the plan contract:

- (a) Is the vendor aware of an inaccuracy in the disclosure statement attached to the Contract? If so, please provide particulars.
- (b) The vendor should before completion serve on the purchaser a copy of the registered plan and any document that was registered with the plan.
- (c) Please provide details, if not already given, of the holding of the deposit or any instalment as trust or controlled monies by a real estate agent, licenced conveyancer or law practice.



MRS JENNIFER MOKDESSI
C/- MELANIE JONES
572 BOX ROAD
JANNALI NSW 2226

Our reference: 7145838892470

Phone: 13 28 66

30 January 2024

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello JENNIFER,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410900270959
Vendor name	JENNIFER MOKDESSI
Clearance Certificate Period	30 January 2024 to 30 January 2025

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

CONTACT US

In Australia? Phone us on
13 28 66

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



MR CHRISTOPHER MOKDESSI
C/- MELANIE JONES
572 BOX ROAD
JANNALI NSW 2226

Our reference: 7145839296796

Phone: 13 28 66

30 January 2024

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello CHRISTOPHER,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410900284242
Vendor name	CHRISTOPHER MOKDESSI
Clearance Certificate Period	30 January 2024 to 30 January 2025

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

NEED HELP

Learn more about foreign resident capital gains withholding at ato.gov.au/FRCGW

CONTACT US

In Australia? Phone us on
13 28 66

If you're calling from overseas, phone **+61 2 6216 1111** and ask for **13 28 66** between 8:00am and 5:00pm Australian Eastern Standard time, Monday to Friday.



MISS LISA R MOKDESSI
C/- MELANIE JONES
572 BOX ROAD
JANNALI NSW 2226

Our reference: 7145993767434

Phone: 13 28 66

5 February 2024

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello LISA,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410900289958
Vendor name	LISA ROSE MOKDESSI
Clearance Certificate Period	30 January 2024 to 30 January 2025

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

NEED HELP

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13 28 66

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MRS KATHRYN L TOWNSEND
C/- MELANIE JONES
572 BOX ROAD
JANNALI NSW 2226

Our reference: 7146205621831

Phone: 13 28 66

13 February 2024

Your foreign resident capital gains withholding clearance certificate

- › Purchasers are not required to withhold and pay an amount
- › Provide a copy to the purchaser and retain a copy for your records

Hello KATHRYN,

We have decided that purchasers are not required to withhold and pay an amount. Your certificate is below:

Notice number	2410903332585
Vendor name	KATHRYN LEIGH TOWNSEND
Clearance Certificate Period	13 February 2024 to 13 February 2025

The Commissioner may withdraw this clearance certificate at any time if we obtain further information indicating you are a foreign resident.

Yours sincerely,
Emma Rosenzweig
Deputy Commissioner of Taxation

NEED HELP

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Revenue

Enquiry ID	4061271
Agent ID	81429403
Issue Date	13 Feb 2024
Correspondence ID	1779816550
Your reference	24012

INFOTRACK PTY LIMITED
GPO Box 4029
SYDNEY NSW 2001

Land Tax Certificate under section 47 of the *Land Tax Management Act, 1956*.

Property Tax status Certificate under section 49 of the *Property Tax (First Home Buyer Choice) Act, 2022*.

This information is based on data held by Revenue NSW.

Land ID	Land address	Taxable land value	Property Tax Status
D270162/6	210 PRINCES HWY FAIRY MEADOW 2519	\$1 059 000	Not Opted In

There is **no land tax** (including surcharge land tax) charged on the land up to and including the 2024 tax year.

If the property is opted in, the owner of the land will need to arrange for the charge to be removed. Please call us on 1300 135 195.

Yours sincerely,

Scott Johnston

Chief Commissioner of State Revenue

Important information

Who is protected by a clearance certificate?

A clearance certificate states whether there is any land tax (including surcharge land tax) owing on a property. The certificate protects a purchaser from outstanding land tax liability by a previous owner, however it does not provide protection to the owner of the land.

When is a certificate clear from land tax?

A certificate may be issued as 'clear' if:

- the land is not liable or is exempt from land tax
- the land tax has been paid
- Revenue NSW is satisfied payment of the tax is not at risk, or
- the owner of the land failed to lodge a land tax return when it was due, and the liability was not detected at the time the certificate was issued.

Note: A clear certificate does not mean that land tax was not payable, or that there is no land tax adjustment to be made on settlement if the contract for sale allows for it.

When is a certificate not clear from land tax?

Under section 47 of the *Land Tax Management Act 1956*, land tax is a charge on land owned in NSW at midnight on 31 December of each year. The charge applies from the taxing date and does not depend on the issue of a land tax assessment notice. Land tax is an annual tax so a new charge may occur on the taxing date each year.

How do I clear a certificate?

A charge is removed for this property when the outstanding land tax amount is processed and paid in full. Payment can be made during settlement via an accepted Electronic Lodgement Network or at an approved settlement room.

To determine the land tax amount payable, you must use one of the following approved supporting documents:

- Current year land tax assessment notice. This can only be used if the settlement date is no later than the first instalment date listed on the notice. If payment is made after this date interest may apply.
- Clearance quote or settlement letter which shows the amount to clear.

The charge on the land will be considered removed upon payment of the amount shown on these documents

How do I get an updated certificate?

A certificate can be updated by re-processing the certificate through your Client Service Provider (CSP), or online at www.revenue.nsw.gov.au/taxes/land/clearance.

Please allow sufficient time for any payment to be processed prior to requesting a new version of the clearance certificate.

Land value, tax rates and thresholds

The taxable land value shown on the clearance certificate is the value used by Revenue NSW when assessing land tax. Details on land tax rates and thresholds are available at www.revenue.nsw.gov.au.

Contact details



Read more about Land Tax and use our online service at www.revenue.nsw.gov.au



1300 139 816*



Phone enquiries
8:30 am - 5:00 pm, Mon. to Fri.

* Overseas customers call +61 2 7808 6906
Help in community languages is available.